

# community

## EXCLUSIVE RIGHT TO SELL A PROPERTY

Dated today April 11, 2024

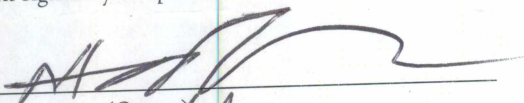
In consideration of the mutual covenants herein contained Mr. Walid Karmizada – Walim LLC, Mr. Walid and Mina Karmizada (Owner) having an office at , 1969 New York Ave, Suite I, Huntington Station NY 11746 hereby grants to Community Real Estate Firm LLC ("Broker") Broker the exclusive right to sell the properties located at 1959 and 1969 New York Avenue, Huntington, New York (Property). Properties will be listed together at \$3,025,000 and or the Autobody building separately at \$1,931,575

1. This agreement shall continue in full force and effect until October 11, 2024.
2. Broker is duly licensed as a Real Estate Broker in the State of New York.
3. Owner is the Owner of the Property, and is authorized to offer the Premises for Sale to enter into this agreement and perform its obligations hereunder. Owner hereby authorized Broker to seek Buyers and/or Investor for the Property.
4. Broker will offer the Property through its own organization and direct and oversee its Sale. Broker will report to Owner pertinent developments.
5. Owner represents and warrants that to the best of its knowledge, all information it has or will provide Broker regarding the Property is true and complete, including all descriptions of the Property and information and regarding the presence of hazardous materials, such as asbestos, oil tanks or PCB's. Owner will defend, indemnify and hold Broker harmless from all violations of this representation.
6. Broker will arrange whatever appointments may be necessary to show the Property to prospective Investors/Buyers. Owner hereby grants access to the Premises to Broker to show the Premises and will assist Broker for such reason.
7. Broker will handle all negotiations and submit to Owner any offers.
8. Owner will refer all Brokers and inquiries concerning the Property to Exclusive Broker.
9. This commission shall be considered earned and payable for services rendered if, during the term of the agreement: (a) a purchaser is procured by Broker, Owner or anyone else, who is ready, willing and able to purchase the Property on any terms agreeable to Owner; (b) any contract for the sale of the Property is entered into by Owner; (c) Owner contributes or conveys the property, or any interest therein to a partnership, joint venture, or other business entity. Said commission will be deemed earned and payable upon the passage of title and payable in full via certified check at closing.  
  
Owner agrees to pay Broker, Community Real Estate Firm LLC. a Sale commission in accordance with Broker and Owner's agreement of the gross sale of 4 % percent. In the event Community is the only broker on the transaction - Owner agrees to pay Broker a Sale commission of 3 % percent.
10. Broker may engage other Brokers ("Co-Brokers") to assist in the sale of the Property. If a Co-Broker procures the Sale for the Property, Owner shall pay 4% full commission to Exclusive Broker from which Broker shall pay Co-Broker and retain one half of one full commission as its compensation.
11. Owner will advise Broker to erect a sign(s) on the Property and to advertise the Property at the expense of the Broker if, in Brokers opinion, such would help to Sale or Sell the Property. Owner agrees to refer all inquiries pertaining to the Property to the Broker.

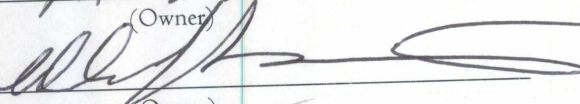


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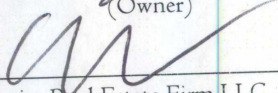
12. It is understood that Broker is not granted any right or authority to assume or create an obligation or liability on Owner's behalf, or to bind Owner in any manner whatsoever.
13. This agreement shall be effective immediately and shall continue until terminated as provided herein.
14. The provisions of the agreement shall bind and ensure to the benefit of the parties hereto and their respective heirs, successors and permitted assignees.
15. The agreement shall be governed and construed in accordance with the internal laws of the State of New York without regard to the principles of conflicts of law.
16. In the event of any action regarding this agreement, the prevailing party shall be entitled to reimbursement of all its reasonable costs and expenses in enforcing this agreement, including attorney's fees, consultant's costs, and disbursements. All parties waive any claim or right to a trial by jury.
17. Upon expiration of this Exclusive, Broker agrees to submit a list of prospective Buyers and/or Purchaser to whom the Property has been submitted prior to expiration of this agreement. Said list shall be delivered to Owner within twenty (20) days after the term of this agreement expires. Owner agrees to pay Broker the commission if the Property is sold to any such registered prospective buyer within thirty (120) days of expiration of this agreement.
18. This agreement represents and embodies the entire agreement between the parties and supersedes any previous oral or written agreements, discussions or understandings. This agreement may only be amended or modified by a written document signed by the parties.

By:   
(Owner)

Date: 4/15/24

By:   
(Owner)

Date: 4/15/24

By:   
Community Real Estate Firm LLC

Date: 4/22/24