

FORM OF EXCLUSIVE RENTAL LISTING AGREEMENT

Dear Sir or Madam:

This letter agreement (this "Agreement") shall confirm the terms and conditions of the grant by you to the undersigned ("Broker") of the right to market for lease, on an exclusive basis, the vacant units at the Yards located at 78-80 Cedarhurst Avenue, Cedarhurst, NY 11516 (the "Premises"), upon the following terms and conditions:

1. The term of this Agreement shall commence on May 31, 2024, and shall continue in effect until April 30, 2026, subject to the right of either party hereto to cancel in accordance herewith.

2. Broker hereby warrants and represents to you that it is and shall be a duly licensed real estate broker in the State of New York.

3. Broker agrees that it shall use its commercially reasonable efforts to lease vacant space at the Premises. Subject to your budget and the availability of your funds therefor, Broker shall take steps to ensure that vacant space at the Premises is presentable for showing to prospective tenants. Broker shall prepare advertising and promotional materials to be used for leasing and re-leasing purposes. Broker is authorized to solicit the cooperation of other licensed real estate brokers, but no more than one full Commission (as defined below) shall be payable.

4. You authorize Broker to advertise and market for lease, on an exclusive basis, the vacant units at the Premises. All rental inquiries received by you or your affiliates shall be referred to Broker and unless you elect to conduct negotiations yourself, all negotiations in connection therewith shall be conducted by Broker, in accordance with your leasing guidelines provided to Broker and subject to your approval or as otherwise required by applicable law. Broker shall be entitled to the same compensation whether or not Broker or you undertake any or all of a lease negotiation.

5. No commission or other compensation shall be earned by or be payable to Broker for any services that Broker has or hereafter may render unless and until all of the following conditions precedent, as well as any other conditions set forth in this Agreement, have been fully and unconditionally satisfied: (i) a written lease, together with any ancillary lease documentation, in form and substance satisfactory in all respects to you is duly executed and delivered by you and the proposed tenant (the "Approved Lease"), (ii) a written guaranty, if applicable, in form and substance satisfactory in all respects to you is duly executed and delivered by the proposed tenant's guarantor, if applicable (the "Guaranty"); and (iii) payment by the proposed tenant of the security deposit and advance rent required upon the execution and delivery of the Approved Lease (and Guaranty, if applicable) is received and collected by you. If any of the conditions' precedent set forth in this Agreement are not satisfied for any cause or reason whatsoever, including, but without limiting the generality of the foregoing, the willful failure to perform by either you or the proposed tenant, then no commission or other compensation shall be due and payable and Broker shall have no claim whatsoever for commission or compensation in connection with this transaction. No oral understanding or alleged meeting of the minds shall be of any effect whatsoever.

6. If all applicable conditions specified in this Agreement have been met, Broker may seek payment from the proposed tenant of a commission (the "Commission"), as compensation in full for all services rendered by Broker in connection with renting a vacant unit at the Premises in an amount not to exceed one monthly installment of the first year of the annual rent required to be paid by the proposed tenant as set forth in the Approved Lease, but in no event shall the Commission be less than \$1,000.00 per rental. Notwithstanding the foregoing or anything contained in this Agreement to the contrary, no commission shall be earned by or payable to Broker for any lease, lease renewal, lease extension or lease modification to maintain, expand or shrink leased space by a tenant who currently leases space from you as of the date of this Agreement.

7. You may terminate this Agreement at any time, with or without cause, upon sixty (60) days' prior written notice by email only, withdraw the vacant units at the Premises from the rental market at any time and may reject any offer because of the terms thereof or for any other reason whatsoever, without notice and

without liability for any commission, compensation or other obligation to Broker. If, within six (6) months after the termination of this Agreement, you execute and deliver a lease with a “qualified prospect”, Broker shall be entitled to be compensated in connection with such lease in accordance with this Agreement, as if such lease was executed and delivered during the term hereof. A “qualified prospect” is a prospect that toured the Premises during the term of this Agreement with Broker and is set forth on a list of prospects Broker furnishes to you within thirty (30) days after termination of this listing. The parties hereto agree to use diligent efforts to resolve any such dispute.

8. This Agreement is intended for the exclusive benefit of Broker and you and shall not be for the benefit of, and shall not create any rights in, or be enforceable by, any other person or entity.

9. This Agreement may not be assigned by Broker and shall be binding upon Broker's permitted successors and legal representatives and shall inure to the benefit of your successors, legal representatives and assigns.

10. Notwithstanding any rule of law or custom to the contrary, this Agreement shall not be interpreted or construed against any party merely by reason of the fact that this Agreement was prepared by or at the direction of such party or that such party caused this Agreement to be drafted.

11. All notices that either party desires or is otherwise required to give to the other party hereunder shall be in writing and shall be given by e-mail, addressed to the parties at the addresses or e-mail addresses, as applicable, as follows: if to Broker, rkurtz@neptuneassociates.com, If to you, MStocker@loverealtygroup.com. Notices shall be deemed given when sent. Any notices given by a party’s attorney shall be deemed given by such party.

12. This Agreement sets forth the entire understanding between the parties concerning the subject matter hereof and incorporates all prior negotiations and understandings, either oral or written, between them relating to the subject matter of this Agreement. No alteration, amendment, change or addition to this Agreement shall be binding upon either party unless in writing and signed by the party to be charged.

13. The undersigned signatories represent that they are duly authorized to execute this Agreement on behalf of the entities above their respective names.

14. This Agreement may be executed in any number of counterparts each of which when so executed and delivered shall be deemed to be an original, but all such counterparts shall constitute one and the same agreement. An e-mail or photocopy signature on this agreement shall have the same legal effect as an original signature.

If the foregoing conforms to your understanding of our agreement, please execute where indicated below.

Very truly yours,

NEPTUNE ASSOCIATES REALTY LLC

DocuSigned by:
By: Rory Kurtz
Name: Rory Kurtz
Title: Authorized Signatory

Accepted and agreed to as of this 31st day of May 2024:

LANDMARK PROPERTIES

DocuSigned by:
By: Marsha Stocker
370B3CE1A64E4A6
Marsha Stocker, as Authorized Signatory