

EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT

This is a legally binding contract, if not fully understood seek competent legal advice before signing.

This Exclusive Right to Sell Listing Agreement, hereinafter referred to as "Agreement", is between IRM Realty Group LLC, hereinafter referred to as "Seller", and Katan Realty Group LLC., Licensed Real Estate Broker, hereinafter referred to as "Principal Broker". Seller hereby gives to Principal Broker the sole and exclusive right to sell the residential co-op property located at 175 Willoughby Street, Brooklyn, NY 11201 Units 1A, 1P, 8M hereinafter referred to as "Property." Seller will work with Principal Broker on ensuring the accuracy of the listing and property information.

The listing shall start June 15<sup>th</sup> and end July 15<sup>th</sup>.

Seller agrees to pay to the Principal Broker a brokerage fee of 3.5% of the selling price when earned and in no event later than the time of closing if a purchase offer is accepted by the Seller during the above listing period or any extension thereof. Seller and Principal Broker further agree that if subject property is sold, exchanged, conveyed or contracted to be sold, exchanged or conveyed to anyone during said listing period the Principal Broker shall be entitled to the aforementioned brokerage commission.

Seller agrees to allow Principal Broker to compensate any outside broker(s) who may participate in the sale of the Property.

The Principal Broker may compensate any broker at the Principal Broker's sole discretion. However, Seller is entitled to disclosure of any such compensation arrangement. Seller also agrees if a sale of the Property is made within 180 days after the expiration date of this agreement to any purchaser to whom the Property was shown, or whom had bona fide discussions, or negotiations, regarding the purchase of the property, during the term of this agreement, the said brokerage fee, as indicated above, will be paid to the Principal Broker.

KATAN REALTY GROUP LLC.

X: J.K. 6-09-2024  
Initial & Date

SELLER

X: L.M. 6-09-2024  
Initial & Date

This listing Agreement shall remain in effect until the property is sold, the listing term expires or upon the written agreement to terminate the listing by both the Seller(s) and the Principal Broker (Licensed Real Estate Broker named herein).

I/We understand the above explanations and all terms of this Agreement.

**SELLER**

X:   
Ilya Micholov  
IRM Realty Group LLC

Date: 6-09-2024

**KATAN REALTY GROUP LLC.**

X:   
Isaac Katan  
Principal Broker

Date: 6-09-2024

During the term of this Agreement:

- I. Seller hereby authorizes the Principal Broker to make and use photographs and promotional material of the Property for advertising as the Principal Broker may deem advisable, and these promotional materials shall be and remain the sole property of the Principal Broker.
- II. Seller grants to the Principal Broker the sole and exclusive right to affix and maintain the Principle Broker's "For Sale" sign on the Property.
- III. Seller agrees to refer any and all inquiries concerning the Property to the Principal Broker.
- IV. Seller agrees to accept a binder or purchase contract for cash or contingent on the purchaser's ability to obtain conventional financing, providing any and all other contingencies in the binder or purchase agreement are acceptable to Seller.
- V. Seller agrees not to rent or lease the Property during the term of this Agreement, unless rental or lease was brokered by Principal Broker.

Seller elects that any offers to purchase the Property and all negotiations shall be submitted by the Listing Broker or authorized agent of Principal Broker. Seller understands that any cooperating broker (subagent, buyer-agent or broker agent) or his representative has the right to participate in the presentation to the Seller of any offer to purchase secured or obtained by said cooperating broker. Said cooperating broker or their agent does NOT have the right to be present at any discussion or evaluation of that offer between the Seller and the Principal Broker. However, if the Seller gives written instructions to the Principal Broker that the cooperating broker NOT be present when an offer that the cooperating broker has secured is presented, the cooperating broker has the right to a copy of the seller's written instructions but may NOT be in attendance at the presentation of said offer. None of the foregoing diminishes the Principal Broker's right to control the establishment of appointments for such presentations. Seller hereby authorizes the Principal Broker to continue to submit all offers to Seller until Seller has fully executed formal contract.

Seller hereby authorizes the Principal Broker to obtain a copy of the contract of sale, including any contract revisions or modifications, from the Seller's attorney. The undersigned Principal Broker agrees to make diligent efforts to effect a sale of said Property. Seller authorizes the Principal Broker to use his/her discretion in determining the appropriate marketing approach, unless a specific marketing plan is signed by the parties to this Agreement and attached hereto.

Rule 175.24 of the Rules and Regulations under article 12A of the Real Property Law requires the following explanation:

An "Exclusive Agency" listing means that if you, the owner of the property, find a buyer, you will not have to pay a commission to the broker, however, if another broker finds a buyer, you will owe a commission to both the selling broker and your present broker.

An "Exclusive Right to Sell" listing means that if you, the owner of the property, find a buyer for your house, or if another broker finds a buyer, you must pay the agreed commission to the present broker.