

Industrie Residential

May 22, 2021

Suet Yee Cheng
Lai Fong Cheng
Brian Patrick Myers
108-20 71st Avenue 6D
Forest Hills NY 1135

Re: 108-20 71st Avenue 6D

Dear Mrs. Cheng, Ms., Cheng & Mr. Myers,

Through Kevin Keating of our Residential Brokerage Department at *Loft Industrie (DBA Industrie Residential)*, you have employed our firm as a Real Estate Broker with exclusive right to sell the above referenced property on the following conditions:

1. You represent that you are the owner of 108-20 71st Avenue 6D
2. This agreement shall be effective and continue in full force and effect for 180 days from the date you sign the contract.
3. We are authorized to offer the property for sale at a price of \$878,000 and to represent that the common charges of the property are currently \$_____ per month and the taxes being approximately \$_____ a month.
4. In our effort to effect a satisfactory sale, we are authorized by you to invite, at our own discretion, the cooperation of other licensed Real Estate Brokers and to work with them on a cooperating basis for the sale of the above property.
5. If you agree to sell the property pursuant to this agreement, our commission to be paid by you shall be 3% percent of the total sale price for a direct transaction or 3% for a co broke with the commission split between the cooperating brokers. Payment of the commission(s) shall be dispensed from the proceeds paid to the owner at the closing and shall be in the form of a certified check or attorney's check.
6. During the term of this agreement, you agree to refer to us all inquiries, proposals and offers received by you regarding the property, including, but not limited to those from principals and other Brokers, and you agree to conduct all negotiations with respect to the sale or other disposition of the property solely and exclusively through us.

7. Within ten (10) days of the expiration date, we shall deliver to you a list of no more than 15 prospective purchasers who inspected the property during the term of the exclusive agreement. If within six (6) months after the expiration date, a contract is signed to sell the property to a purchaser on said list, *Industrie Residential* shall be entitled to the commission provided for in Paragraph 5.
8. You hereby acknowledge that we have informed you of your obligations under the Lead Paint Disclosure Law (42 U.S.C. 4852(d)) and that you are aware of your responsibility to ensure compliance therewith.
9. This agreement shall bind and benefit the personal representatives, successors or assignees of the parties, and may not be changed, rescinded, or modified except in writing, signed by both of us.
10. After the expiration date we should provide to you a list of prospective purchasers who inspected the property during the term of this exclusive. If within six months a contract is signed to sell the property to a purchaser or entity or institution on said list, we shall be entitled to the commission provided for in paragraph 5.

If the foregoing meets with your approval, please sign and return the enclosed copy of this agreement.

Sincerely,

Kevin Keating

By: _____
Kevin Keating
Industrie Residential

May 22, 2021

AGREED & ACCEPTED

BY: _____
Suet Yee Cheng

Date

BY: _____
Brian Patrick Meyer

Date

BY: _____
Lai Fong Cheng

Date