

The Tribeca Heights Enterprises Inc
David Zaus
85 Franklin Street
New York, NY 10013

Re: Exclusive Right to Rent

Dear David Zaus

Thank you for choosing Town Flatiron LLC to market your Property. We look forward to taking the necessary steps to market your Property to as many prospective and qualified customers as possible in the shortest amount of time and at the best possible price. The following reflects the Agreement between You (the "Lessor") and Town Flatiron LLC (the "Broker"):

1. Through Mark David Fromm You have contracted with Broker to act as your real estate broker with the exclusive right to lease your Property located at 85 Franklin Street #200 (the "Property").
2. You represent that You are the owner of the Property, that You hold the title for the Property, and that You are authorized to enter into this Agreement and lease the Property.
3. This agreement shall be effective as of December 15th 2014 It shall continue in full force and effect for a period of 6 months, expiring on June 14th 2015.
4. You acknowledge and authorize that Broker may offer the Property for lease to a tenant ("Tenant") at a rent of \$10,000 per month and for a term of 2 years, 0months and 0 days, commencing on or about the date of TBD.
5. You authorize Broker to invite the cooperation of other licensed real estate brokers who are members of the Real Estate Board of New York ("REBNY. In order for the Broker to prepare marketing materials for the Property, You hereby agree that an offer of co-brokerage to other REBNY members, with respect to this Exclusive Listing, may be delayed for up to 30 days after you countersign this Exclusive Listing letter agreement. Broker shall not market, advertise, show, or host an open house for the Property until the effective date the Property is offered for co-brokerage to other REBNY members.
6. You authorize Broker to advertise the Property at Broker's own expense and agree that no other marketing or advertising, including but not limited to internet listings, shall be permitted without Broker's consent. In connection with our marketing of the Property, You hereby grant us (or our vendor) permission to photograph the Property and to use those photographs in all of our marketing materials. You hereby agree and understand that, upon expiration or other termination of this Agreement, the rights to those photographs belong to us and may not be used by You or any another broker.
7. If the Property is leased pursuant to this agreement, You acknowledge and agree that Broker may seek and receive from the prospective tenant a fee of fifteen percent (15%) of the aggregate rent for the first year of the lease (the "Commission"). If You lease the premises to anyone You have not referred to Broker during the term of this Agreement, You agree to pay Broker a Commission of fifteen percent (15%) of the aggregate rent for the first year of the lease. In the event that another licensed real estate broker is involved in this transaction on behalf of the prospective tenant, Broker may split the Commission with such cooperating broker pursuant to a separate agreement.
8. If the Property is sold during the term of this Agreement, or sold to a Tenant procured pursuant to this Agreement, whether said sale occurs during the term of this Agreement or afterwards, You agree to pay Broker a fee of six percent (6.00%) of the total sales price of the Property, with such amount payable in full at the closing of title.
9. During the term of this Agreement, You agree to refer to Broker 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 lease or other disposition of the Property solely and exclusively through Broker.
10. Within seven (7) business days after the expiration of this Agreement, Broker shall deliver to You a list of no more than six (6) people who visited the Property during the term of this Agreement. If within ninety (90) days after the expiration of this Exclusive Listing a sales contract or lease for the Property is executed with one of the six people on the abovementioned list, You agree to pay Broker the commission provided for in paragraph 8 of this Agreement in the event of a sale, or in the event of a lease, authorize the Broker to collect the commission, provided for in paragraph 7 of this Agreement, from the tenant. You agree that if a new exclusive listing agreement is executed with another Exclusive Broker (the "New Exclusive Broker"), You will notify the New Exclusive Broker, with respect to the customers on the list during the ninety (90) day protected period.
11. Broker represents You, the Lessor, pursuant to this Agreement. If another agent of Broker represents a prospective tenant in a lease of the Property, You acknowledge and agree that Broker will be a dual agent in said transaction with designated agents

representing both You and the Tenant. Pursuant to section 443 of Article 12 of the New York Property Law, the undersigned consents to dual agency should that situation arise. Please read and sign the attached New York State Agency Disclosure form.

12. It is agreed that in the event a dispute concerning this Agreement, between you and Broker, arises under or in connection with this Agreement or any matter which is the subject of this Agreement, said dispute shall be subject to the exclusive jurisdiction of the state and/or federal courts located in New York, NY. This Agreement shall be governed and interpreted pursuant to New York State Law. The prevailing party shall be entitled to reasonable costs and attorney's fees incurred as a result of the litigation process.
13. If your property was built before 1978, You have an obligation to disclose to the Tenant and the Tenant's agent all information known to You regarding the presence of lead-paint and lead-based paint hazards within this target housing. Federal laws require that the Tenant be given a ten (10) calendar day period (unless otherwise agreed in writing) to conduct a risk assessment or inspection for the presence of lead-based paint before becoming obligated under the Lease to rent the target housing. You hereby acknowledge that You have been informed of your obligations under the Lead Paint Disclosure Law (42 U.S.C. 4852 (d)) and that You are aware of your responsibilities to ensure compliance of such law.
14. Broker is committed to upholding the city, state and federal Fair Housing laws prohibiting discrimination of any type. Broker conducts its business in accordance with these laws and provides housing opportunities to all persons irrespective of age, sex, race, citizenship, national origin, familial or marital status, handicap, sexual orientation, occupation or religion.
15. Counterpart signatures, including those exchanged by facsimile or email, shall have the same validity and effect as originals for purposes of enforcement of the terms of this Agreement. 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 and signed by both of the parties to this Agreement.

If the provisions herein meet your approval, please sign below and return this Agreement at your earliest convenience. Thank you.

AGREED AND ACCEPTED:

By Lessor: [Signature]

Print Name: DAVID D ZUS

Title: PRESIDENT - THE

Date: 15 DEC 2014

By Lessor: _____

Print Name: _____

Title: _____

Date: _____

By Broker: [Signature]

Print Name: Don Stanke

Title: Manager

Date: 12/16/14

Are you moving out of New York City? TOWN's Relocation Division can assist you using our extensive national and international network of real estate professionals.

☐ **Please check the box and provide your contact information below, if you would like to be contacted to discuss your future relocation.**

E-mail/Phone Number: _____



New York State
DEPARTMENT OF STATE
Division of Licensing Services
P.O. Box 22001
Albany, NY 12201-2001

Customer Service: (518) 474-4429
www.dos.state.ny.us

New York State Disclosure Form for Landlord and Tenant

THIS IS NOT A CONTRACT

New York State law requires real estate licensees who are acting as agents of landlords and tenants of real property to advise the potential landlords and tenants with whom they work of the nature of their agency relationship and the rights and obligations it creates. This disclosure will help you to make informed choices about your relationship with the real estate broker and its sales agents.

Throughout the transaction you may receive more than one disclosure form. The law may require each agent assisting in the transaction to present you with this disclosure form. A real estate agent is a person qualified to advise about real estate.

If you need legal, tax or other advice, consult with a professional in that field.

Disclosure Regarding Real Estate Agency Relationships

Landlord's Agent

A landlord's agent is an agent who is engaged by a landlord to represent the landlord's interest. The landlord's agent does this by securing a tenant for the landlord's apartment or house at a rent and on terms acceptable to the landlord. A landlord's agent has, without limitation, the following fiduciary duties to the landlord: reasonable care, undivided loyalty, confidentiality, full disclosure, obedience and duty to account. A landlord's agent does not represent the interests of the tenant. The obligations of a landlord's agent are also subject to any specific provisions set forth in an agreement between the agent and the landlord. In dealings with the tenant, a landlord's agent should (a) exercise reasonable skill and care in performance of the agent's duties; (b) deal honestly, fairly and in good faith; and (c) disclose all facts known to the agent materially affecting the value or desirability of property, except as otherwise provided by law.

Tenant's Agent

A tenant's agent is an agent who is engaged by a tenant to represent the tenant's interest. The tenant's agent does this by negotiating the rental or lease of an apartment or house at a rent and on terms acceptable to the tenant. A tenant's agent has, without limitation, the following fiduciary duties to the tenant: reasonable care, undivided loyalty, confidentiality, full disclosure, obedience and duty to account. A tenant's agent does not represent the interest of the landlord. The obligations of a tenant's agent are also subject to any specific provisions set forth in an agreement between the agent and the tenant. In dealings with the landlord, a tenant's agent should (a) exercise reasonable skill and care in performance of the agent's duties; (b) deal honestly, fairly and in good faith; and (c) disclose all facts known to the agent materially affecting the tenant's ability and/or willingness to perform a contract to rent or lease landlord's property that are not consistent with the agent's fiduciary duties to the tenant.

Broker's Agents

A broker's agent is an agent that cooperates or is engaged by a listing agent or a tenant's agent (but does not work for the same firm as the listing agent or tenant's agent) to assist the listing agent or tenant's agent in locating a property to rent or lease for the listing agent's landlord or the tenant agent's tenant. The broker's agent does not have a direct relationship with the tenant or landlord and the tenant or landlord can not provide instructions or direction directly to the broker's agent. The tenant and the landlord therefore do not have vicarious liability for the acts of the broker's agent. The listing agent or tenant's agent do provide direction and instruction to the broker's agent and therefore the listing agent or tenant's agent will have liability for the acts of the broker's agent.

Dual Agent

A real estate broker may represent both the tenant and the landlord if both the tenant and landlord give their in-

formed consent in writing. In such a dual agency situation, the agent will not be able to provide the full range of fiduciary duties to the landlord and the tenant. The obligations of an agent are also subject to any specific provisions set forth in an agreement between the agent, and the tenant and landlord. An agent acting as a dual agent must explain carefully to both the landlord and tenant that the agent is acting for the other party as well. The agent should also explain the possible effects of dual representation, including that by consenting to the dual agency relationship the landlord and tenant are giving up their right to undivided loyalty. A landlord and tenant should carefully consider the possible consequences of a dual agency relationship before agreeing to such representation. A landlord or tenant may provide advance informed consent to dual agency by indicating the same on this form.

Dual Agent with Designated Sales Agents

If the tenant and the landlord provide their informed consent in writing, the principals and the real estate broker who represents both parties as a dual agent may designate

a sales agent to represent the tenant and another sales agent to represent the landlord. A sales agent works under the supervision of the real estate broker. With the informed consent in writing of the tenant and the landlord, the designated sales agent for the tenant will function as the tenant's agent representing the interests of and advocating on behalf of the tenant and the designated sales agent for the landlord will function as the landlord's agent representing the interests of and advocating on behalf of the landlord in the negotiations between the tenant and the landlord. A designated sales agent cannot provide the full range of fiduciary duties to the landlord or tenant. The designated sales agent must explain that like the dual agent under whose supervision they function, they cannot provide undivided loyalty. A landlord or tenant should carefully consider the possible consequences of a dual agency relationship with designated sales agents before agreeing to such representation. A landlord or tenant may provide advance informed consent to dual agency with designated sales agents by indicating the same on this form.

This form was provided to me by Mark David Fromm of Town Flatiron LLC, a Licensed Real Estate

Broker acting in the interest of the:

(☒) Landlord as a (check relationship below) (☐) Tenant as a (check relationship below)

(☒) Landlord's agent

(☐) Tenant's agent

(☐) Broker's agent

(☐) Broker's agent

(☐) Dual agent

(☐) Dual agent with designated sales agent

For advance informed consent to either dual agency or dual agency with designated sales agents complete the section below:

(☒) Advance informed consent dual agency

(☐) Advance informed consent to dual agency with designated sales agents

If dual agent with designated sales agents is indicated above: _____ is appointed to represent

the tenant; and _____ is appointed to represent the landlord in this transaction.

(I) (We) David Zaus acknowledge receipt of a copy of this disclosure form:

(II) signature of {X} Landlord(s) and/or { } Tenant(s):

Date: 15 Dec 2014

Date: _____