



## EXCLUSIVE RIGHT TO SELL

Date: September 14, 2023

Seller: ~~Claude Simon~~ Simons HK Properties, LLC  
Address: 534 West 42nd Street, PH8  
New York, NY 10036

Thank you for choosing BOND New York Properties, LLC to market and sell 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 "Seller") and BOND New York Properties, LLC (the "Broker"):

1. Through Mariana Bekerman, you have contracted with Broker, as Licensed Real Estate Broker, to act as your sole real estate broker with the exclusive right to sell your property located at 534 West 42nd Street, PH8, New York, NY 10036. (the "Subject Premises").
2. You represent that You are the true owner of the Subject Premises, that You hold the title for the Subject Premises, and that You are authorized to enter into this Agreement (or have power of attorney from actual owner) and to sell the Subject Premises, subject to the building's Board of Managers waiving their right of first refusal when applicable. You represent that the Property may be legally used for residential purposes and BOND may rely on all information you provide to BOND about the Subject Premises.
3. This agreement shall be effective on the date signed by both parties and shall continue in full force and effect for a period of 7 months, expiring on April 14, 2024. This agreement does not automatically renew and must be renewed by separate extension agreement and signed by both Broker and Seller.
4. You acknowledge and authorize that Broker may offer the Subject Premises for sale at a price of \$3,300,000.00. Furthermore, you represent that the common charges of the Subject Premises are \$2683 per month and that the real estate taxes are \$ 1611 per month.
5. To maximize the exposure of your property, Broker is authorized to solicit the cooperation of other licensed real estate brokers who will act as agents for prospective purchasers, and to work with them on a cooperating basis for the sale of the Subject Premises.
6. You authorize Broker to advertise the Subject Premises 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. You grant Broker permission to photograph the Property and to use those photographs in Broker's marketing materials. You agree and understand that, upon expiration or other termination of this Agreement, the rights to those photographs belong to Broker and may not be used by anyone, including other brokers.
7. During the term of this Agreement, You agree to refer to Broker all inquiries, proposals and offers received by You regarding the Subject Premises, 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 Subject Premises solely and exclusively through Broker. Broker agrees to submit all offers received to You for your review.

8. If the Subject Premises is entered into contract and sold pursuant to this agreement, whether to a Purchaser or to a Board of Managers who has exercised its right of first refusal during or after the term of this agreement, Broker's fee for service to be paid by You shall be a commission of six percent (6%) of the total sale price of the Subject Premises (the "Commission"). In the event another licensed real estate broker is involved in this transaction on behalf of the Purchaser, Broker shall split the Commission with such cooperating broker pursuant to a separate agreement. In no event will the Commission paid by You exceed six percent (6%) of the total sale price of the Subject Premises. Any Commission shall be payable at the time of closing of the Subject Premises. Payment of commission shall be disbursed from the proceeds paid to you at closing in the form of an attorney's escrow check or cashier's check or official bank check or wire transfer.

REAL PROPERTY LAW 294-b NOTICE: At the time of closing, you may be required to deposit the broker's commission with the County Clerk in the event that you do not pay the broker his or her commission as set forth herein. Your obligation to deposit the broker's commission with the County Clerk may be waived by the broker.

9. Within seven (7) business days after the expiration of this Agreement, Broker shall deliver to You a written list of no more than six (6) persons (or related entities) who inspected the Subject Premises during the term of this Agreement. If within ninety (90) days after the expiration of this listing agreement, a sales contract or lease for the Subject Premises is executed with one of the six persons on the abovementioned list, Broker shall be entitled to the commission provided for in this Agreement. You represent and warrant that if a new exclusive listing agreement is executed with another exclusive broker, you will notify the new exclusive broker of this provision and that the Broker may negotiate directly with you with respect to the person on the listing during the 90-day protected period.

10. If you become legally entitled to retain any deposit paid to you by a person introduced to you during the term of this agreement, pursuant to a signed contract of sale, Broker will be entitled to 10% of said retained deposit.

11. Broker represents You, the Seller, pursuant to this Agreement. If another agent of Broker represents the Purchaser in a sale of the Subject Premises, You acknowledge and agree that Broker will be a dual agent in said transaction with designated agents representing both You and the Purchaser. Furthermore, please note that Broker will represent said Purchaser when showing the listings of other real estate brokerages. Pursuant to section 443 of Article 12 of the New York Property Law, the undersigned consents to dual agency should that situation arise.

12. Each party to this Agreement agrees to submit to binding arbitration through the American Arbitration Association in New York City for any disputes arising under the terms of this Agreement. This Agreement shall be governed and interpreted pursuant to New York State Law. The prevailing party shall be entitled to all costs and fees associated with the arbitration process.

13. If your property was built before 1978, You have an obligation to disclose to the Purchaser and the Purchaser'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 Purchaser 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 Contract of Sale to purchase 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. Bond New York Properties is a licensed real estate broker which is proudly committed to providing equal housing opportunity. We do not discriminate on the basis of race, color, national origin, religion, age, alienage or citizenship status, disability, familial status, gender, gender identity, sexual orientation, lawful occupation, lawful

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source of income, marital status, partnership status, military status, or status as a victim of domestic violence, and any other characteristics protected by law.


15. This Agreement shall bind and benefit the personal representatives, successors and assigns of both of the parties to this Agreement.

16. Facsimile and electronic signatures shall be construed and considered original signatures for purposes of enforcement of the terms of this Agreement. Same may be executed in counterparts and taken together to constitute the whole of this Agreement.

17. This agreement 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 Seller 

Print Name Claude Simon

Date 9/18/2023

By Seller \_\_\_\_\_

Print Name \_\_\_\_\_

Date \_\_\_\_\_

By Broker \_\_\_\_\_

Adam Taylor, Managing Director  
BOND New York Properties, LLC

Date \_\_\_\_\_