

November 7, 2018

Winta Asset Management LLC
70 Broad Street
New York, NY 10004

RE: 70 Broad Street
House Exclusive Right-to-Sell Agreement

Dear Sir/Madam:

Through Danielle Grossenbacher and Byron Hero, you have employed Brown Harris Stevens Residential Sales, LLC as a real estate broker with an "Exclusive Right-to-Sell" the above-captioned property. An "Exclusive Right-to-Sell" means that if you, the owner, find a buyer, or another broker finds a buyer, the agreed commission will be due to the exclusive broker.

The terms of this Agreement are as follows:

1. This Agreement shall be effective as of November 7, 2018. It shall continue in full force and effect until ~~March 31~~^{January}, 2019.
2. We are authorized to offer the property for sale at a price of \$43,000,000.00.
3. If the property is sold pursuant to this Agreement, our commission to be paid by you will be six percent (~~6%~~^{6.5%}) of the total sale price. This commission will be payable at the closing.
4. We will offer the property through our own organization and direct and oversee its sale. We will report to you so that you are informed of all pertinent developments.
5. As part of our marketing campaign, we will advertise the building at our own expense, including listing it on our website, as well as NewYorkTimes.com and WallStreetJournal.com, among others. You agree that no other advertising or marketing, including listings on the internet, shall be permitted without our consent.
6. You hereby authorize us, unless otherwise specified by you within this Agreement, to solicit the cooperation of other licensed real estate brokers, who are members of The Real Estate Board of New York (REBNY) who will act as agents for the prospective purchasers, and work with them on a cooperating basis. In order to prepare the property for sale, the solicitation of REBNY members will take place simultaneously with any showing, web site placement or advertising of the property. In the event another licensed real estate broker is involved in the transaction, we will split the commission with such broker and in no event will the commission paid by you exceed six percent (~~6%~~^{6.5%}) of the sale price.

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BHS PARTNERING
WORLDWIDE

LUXURY
REAL ESTATE

Leading
REAL ESTATE COMPANIES

Brown Harris Stevens Residential Sales, LLC
445 Park Avenue, New York, NY 10022 Tel 212.906.9200

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7. We will arrange whatever appointments may be necessary to show the property to prospective purchasers at times convenient to you.
8. We will handle all negotiations and submit to you any offers that we receive.
9. You agree to refer all inquiries concerning the sale of the property to us.
10. Within three (3) business days after the expiration of the listing term, we shall deliver to you in writing a list of no more than six (6) names of parties who inspected the premises during the listing term. If within ninety (90) days after the expiration of the listing term a contract is signed to sell the premises to a party or its designee on said list, or if a contract has been signed at the time of expiration, we shall be entitled to the commission provided for in paragraph three (3) of this Agreement. 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 of this provision and we may continue to negotiate directly with you, without the New Exclusive Broker, with respect to the Customers on the list during the ninety (90) day protected period.
11. This Agreement shall bind and benefit the personal representatives, successors or assigns of the parties. This Agreement represents your and our complete understanding regarding the terms of our engagement, supersedes any prior discussions, and may not be changed, rescinded, or modified except in writing, signed by both parties.
12. 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.
13. In the event that you become legally entitled to retain any deposit paid to you pursuant to a signed Contract of Sale by a person introduced during the term of this Agreement, you agree to pay six percent (~~6~~⁵%) of that amount to Brown Harris Stevens. This payment shall be non-refundable; however, this payment (or the portion retained by us if another co-broker shares the payment) shall be credited toward the partial satisfaction of our commission that may subsequently become due for another Contract of Sale signed within 12 months of the first Contract of Sale.
14. You represent that you are the owner of the property, that you hold the title for the property in your name, and are authorized to enter into this Agreement and sell the property. You

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represent that the property may be legally used for residential purposes and we may rely on any information you give us regarding the property.

- 15. If you are the seller of a 1-4 family residence, we have informed you of your obligations under Article 14 of the New York State Real Property Law regarding Property Disclosure Statements and you are aware of your responsibilities thereunder, including providing buyers with detailed Disclosure Statements before entry into binding contracts. Buyers will be entitled to a \$500 credit at closing if the Disclosure Statement is not timely provided.
- 16. Unless you instruct us otherwise, we will affix a For Sale sign to the façade of the building. You agree to provide explicit instructions as to how and where the sign shall be affixed.
- 17. Our company conducts business in accordance with all federal, state and local fair housing laws. It is our policy to provide housing opportunities to all persons regardless of age, citizenship, color, familial status, handicap, marital status, national origin, occupation, race, religion, sex or sexual orientation.
- 18. Brown Harris Stevens represents you, the seller, on Brown Harris Stevens exclusives. If another agent of Brown Harris Stevens represents the buyer, you agree that Brown Harris Stevens will be a dual agent with designated agents representing you, the seller, and the buyer. Brown Harris Stevens represents the buyer when showing the exclusives of other real estate firms. Please read and sign the attached New York State Disclosure Form.

If the preceding is in accordance with your understanding, please note your acceptance thereof by signing below, initialing each page, and returning to us the duplicate copy of this Agreement.

ACCEPTED & AGREED:

BY: 

Neil Laurine
Executive Vice President
Managing Director of Sales

BY: 

Winta Asset Management LLC

DATE: _____

DATE: 5 Nov. 8 2018

INITIAL

FORM FOR SELLER



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 Buyer and Seller

THIS IS NOT A CONTRACT

New York State law requires real estate licensees who are acting as agents of buyers or sellers of property to advise the potential buyers or sellers 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

Seller's Agent

A seller's agent is an agent who is engaged by a seller to represent the seller's interests. The seller's agent does this by securing a buyer for the seller's home at a price and on terms acceptable to the seller. A seller's agent has, without limitation, the following fiduciary duties to the seller: reasonable care, undivided loyalty, confidentiality, full disclosure, obedience and duty to account. A seller's agent does not represent the interests of the buyer. The obligations of a seller's agent are also subject to any specific provisions set forth in an agreement between the agent and the seller. In dealings with the buyer, a seller'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.

Buyer's Agent

A buyer's agent is an agent who is engaged by a buyer to represent the buyer's interests. The buyer's agent does this by negotiating the purchase of a home at a price and

on terms acceptable to the buyer. A buyer's agent has, without limitation, the following fiduciary duties to the buyer: reasonable care, undivided loyalty, confidentiality, full disclosure, obedience and duty to account. A buyer's agent does not represent the interest of the seller. The obligations of a buyer's agent are also subject to any specific provisions set forth in an agreement between the agent and the buyer. In dealings with the seller, a buyer'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 buyer's ability and/or willingness to perform a contract to acquire seller's property that are not inconsistent with the agent's fiduciary duties to the buyer.

Broker's Agents

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

Dual Agent

A real estate broker may represent both the buyer and seller if both the buyer and seller give their informed 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 buyer and seller. The obligations of an agent are also subject to any specific provisions set forth in an agreement between the agent, and the buyer and seller. An agent acting as a dual agent must explain carefully to

both the buyer and seller 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 buyer and seller are giving up their right to undivided loyalty. A buyer or seller should carefully consider the possible consequences of a dual agency relationship before agreeing to such representation. A seller or buyer may provide advance informed consent to dual agency by indicating the same on this form.

Dual Agent with Designated Sales Agents

If the buyer and seller 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 buyer and another sales agent to represent the seller to negotiate the purchase and sale of real estate. A sales agent works under the supervision

of the real estate broker. With the informed consent of the buyer and the seller in writing, the designated sales agent for the buyer will function as the buyer's agent representing the interests of and advocating on behalf of the buyer and the designated sales agent for the seller will function as the seller's agent representing the interests of and advocating on behalf of the seller in the negotiations between the buyer and seller. A designated sales agent cannot provide the full range of fiduciary duties to the buyer or seller. The designated sales agent must explain that like the dual agent under whose supervision they function, they cannot provide undivided loyalty. A buyer or seller should carefully consider the possible consequences of a dual agency relationship with designated sales agents before agreeing to such representation. A seller or buyer 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 Danielle Grossenbacher and Byron Hero of Brown Harris Stevens Residential Sales, LLC, a licensed real estate broker acting in the interest of the:

Seller as a (check relationship below)

Buyer as a (check relationship below)

Seller's agent

Buyer'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 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 buyer; and _____ is appointed to represent the seller in this transaction.

(I) (We) Winta Asset Management LLC acknowledge receipt of a copy of this disclosure form:

signature of Buyer(s) and/or Seller(s):

[Handwritten Signature]

Date: NOV. 12, 2018

Date: _____

FORM FOR SELLER