

June 18, 2019

Alexander Mikhailov
7634 Fischer Island Drive
Miami Beach, FL 33109

RE: 15 Central Park West
Apartment 34C
Condo Exclusive Right-to-Sell Agreement

Dear Mr. Mikhailov:

Through Paula Del Nunzio, you have employed Brown Harris Stevens Residential Sales, LLC as a real estate broker with an "Exclusive Right-to-Sell" for the sale of the above-captioned apartment. 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 June 17, 2019. It shall continue in full force and effect until December 17, 2019.
2. We are authorized to offer the apartment for sale at a price of \$_____ and to represent that the monthly common charges are \$_____ and the monthly real estate taxes are \$_____.
3. If the apartment is sold pursuant to this Agreement, either to a buyer or to the Board of Managers exercising its right of first refusal, our commission to be paid by you will be four percent (4%) of the total sale price. This commission will be due and payable at the closing.
4. We will offer the apartment 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 apartment 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.

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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 four percent (4%) of the sale price.
7. We will arrange whatever appointments may be necessary to show the apartment 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 apartment 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 retain any deposit paid to you pursuant to a Contract of Sale signed by a person introduced during the term of this Agreement, you agree to pay four percent

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(4%) 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 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. 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.
- 16. 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.
- 17. This agreement may be terminated by you at any time at your sole and absolute discretion.

If the above 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: 
Hall F. Willkie
President

BY: 
Alexander Mikhailov

DATE: 6.19.19

6/18/2019
DATE: _____