Listing Agreement

10/9/2018

UNITED REALTY FIVE LL

Gennaro Vendome

gvendome@gmail.com

973-214-5000

Re: 67-11 Roosevelt Ave, Jackson Heights, NY 11377 (the “Property”) / Block: 1223 Lot: 17

Dear Gerry,

1. This agreement shall commence on 10/9/2018 and shall end on 1/8/2019.

2. You grant to us, during the term of this agreement, the exclusive right to sell the above-referenced Premises. You shall fix the initial offering price of the Premises, after consultation with us, in your sole and absolute discretion.

3. We agree to market the Premises using such advertising, canvassing, solicitation of outside brokers, and other promotional and marketing activities as you and we may agree upon.

4. You agree to refer to us all inquiries you receive relating to the Premises and to conduct all negotiations exclusively through us. We will present to you all bona fide offers and conduct all negotiations under your supervision, direction, and control, with such participation by you and your counsel as you direct.

5. We will provide you with appropriate analysis and comparison of each offer and counteroffer and recommend to you which offer to accept; but all final business and legal decisions shall be made solely by you; and all binding agreements shall be executed and delivered solely by you.

6. You shall be free to reject any proposed transaction for any reason and you shall owe us no compensation for our services hereunder for any portion of the Premises for which no transaction is affected.

7. (A) If, during the term of this agreement, there is a sale or other disposition of the Property, you shall pay us commission(s) as follows: you shall pay us # percent (#%) of the full purchase price. The commission shall be paid by official bank check at Closing for the above referenced project. The commission shall be due and payable at Closing, and shall not be payable in any other event.

 (B) A sale shall also include, in addition to a conventional sale of a fee simple interest, a sale of a mortgage, a joint venture, a swap, and any other transaction (however characterized) by which your interest in the Premises is transferred to a third party for consideration. Unless the customer is one of the entities in the attached exclusion list.

8. When a potential customer for your Premises is represented by an outside broker, you agree that you will not permit initial lease or contract of sale drafts to issue until the outside broker has executed and delivered an acceptable brokerage commission agreement.

9. If, by the first anniversary of the end of this agreement, you enter into a transaction (or a contract of sale and subsequently sell the Premises) with a customer to whom the Premises had been submitted or shown during the term (per a list we will furnish promptly after termination), you will pay us the commission(s) outlined in this agreement as if it had not ended. If, at the expiration of such period, the transactional documents are out for signature, this agreement shall govern such transaction if, as, and when consummated.

10. We shall have the right to enter the Premises, upon appointment, at any time during regular business hours for the purpose of inspection and showing the Premises to prospective purchasers. You shall cooperate with us to effect a sale of the Premises as contemplated hereby including, but not limited to, providing us promptly on request with relevant documents, information and materials concerning the Premises, the improvements thereon, leases, financing and other matters, as well as a plat or survey showing the boundaries of the Premises and locations of all existing easements, rights of way and improvements on the Premises, and current evidence of your good and marketable title to the Premises. Tenant must consent to all showing and will be coordinated with tenant.

11. You acknowledge that we are not obligated to and have made no independent investigation of the physical conditions of the Premises including, but not limited to, the condition of the structure (exterior or interior), the electrical and mechanical systems thereof, the fixtures, personal property and equipment therein, or of any environmental matters with respect thereto, or of hazardous substances thereon, if any (collectively, the "Physical Conditions"). All documents and materials, investigations, reports and information with respect to the Physical Conditions shall be prepared by or for the Seller and shall be furnished to prospective Purchasers on your behalf, and you shall be solely responsible for same. You agree to indemnify and hold us harmless from and against all claims, settlements, and judgments and all costs of defense against such claims (including attorneys' fees and disbursements) suffered by us which arise out of or relate to the Physical Conditions, your title, and/or the marketability thereof.

12. We represent and warrant to you that we are a licensed real estate broker in New York; and we covenant to keep such license in good standing at all times during the term of this agreement.

13. This agreement: (i) expresses the parties' entire agreement on the matters covered hereinabove; (ii) supersedes all prior understandings between them on such matters, oral or written; (iii) shall be governed by New York State law (without regard to its conflict of laws principles); (iv) shall be binding on their lawful representatives, successors, designees, and assigns; (v) shall not be altered, or terminated except in a writing signed by each; and (vi) signatures may be exchanged by hand, by mail, by fax, by photocopy, or in counterparts -- any such method being binding on both sides when completed and exchanged.

Very truly yours,

Politan Real Estate Agreed: Company Name

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

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_