

October 31, 2018

COMPANY NAME

COMPANY ADDRESS

Attn: CLIENT NAME

Re: ADDRESS (the "Premises")

Dear Wayne,

1. This agreement shall commence on November 1, 2018 and shall end on May 1, 2019.

2. You grant to us, during the term of this agreement, the exclusive right to lease 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, other than those on the Prior List. 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 lease of the space, you shall pay us one (1) full commission at closing per separate agreement (Schedule A). The commission shall be due and payable at lease signing, and only if a transaction is actually consummated and shall not be payable in any other event.

8. When a potential tenant for your Premises is represented by an outside broker, you agree that you will not permit initial lease drafts to issue until the outside broker has executed and delivered an acceptable brokerage commission agreement with us. Payment of any commission or fee owed to any outside broker shall be our responsibility and no additional commission from you will be due or owing to us or such outside broker.

10. If, by the 1 year anniversary of the date of the end of this agreement, you enter into a lease transaction (or a contract to lease and subsequently lease the Premises) with a prospective tenant to whom the Premises had been submitted or shown during the term, and a lease signing actually occurs, 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. Politan shall provide you within seven (7) days of the expiration or effective date of the cancellation of this agreement with a list of all such prospective tenants.

11. Subject to privacy requirements of the tenants or as required by law, we shall have the right to enter the Premises, upon prior appointment, at any time during regular business hours for the purpose of inspection and showing the Premises to prospective tenants. You shall cooperate with us to effect a lease 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 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, as and to the extent you are in possession of any such requested information.

12. 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.

13. 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.

14. 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.

{SIGNATURE PAGE TO FOLLOW]

**IN WITNESS WHEREOF,** the parties hereto have executed this agreement on and as of the date first above written:

Politan Real Estate, LLC

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

Agreed: COMPANY NAME

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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