



May 21, 2020

Ritu Kapoor/ Executor
For the Estate of Rohit Arora
4964 Heath Gate Drive
New Albany OH 43054

RE: 215 WEST 95TH APT. 10D
NY NY 10024

Dear Ritu

This will confirm that you have engaged us, Halstead Manhattan, LLC and our agent Patricia Harbison & Abe Rosenberg your exclusive agents with an exclusive right to lease (including sublease) for the above-referenced Premises. An Exclusive Right to Lease means that during the term of this Agreement, Halstead Manhattan, LLC will be entitled to a commission, if you, Halstead Manhattan, LLC, another broker, or any other person finds a tenant or subtenant.

1. You represent (please initial one)

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The Premises is a cooperative apartment, you are the holder of the proprietary lease for the Premises, and you will cooperate with us and any prospective tenant in obtaining the consent of the Cooperative.

The Premises is a condominium unit, you are the owner, and you will cooperate with us and any prospective tenant in obtaining the waiver of right of first refusal of the Condominium.

You are the tenant of the Premises and will cooperate with us and any prospective tenant in obtaining the consent of the Landlord.

You are the owner of the Premises and authorized to rent the Premises without the consent of any other person.

Any rental or sale is subject to the approval of the Landlord, Condominium, or Cooperative, as applicable, as well as your approval. You authorize us to contact the foregoing, or their agents, to verify the status of the Premises and all necessary approvals. You also represent to us that the Premises are legally authorized for residential use and that we may rely on any information you provide us about the Premises. If you request, we will provide you with credit reports, at the tenant's expense, on prospective tenants. You reserve the right to accept or reject any tenant and are responsible for compliance with the Federal Credit Reporting Act and any other applicable law regarding leasing.

2. You authorize us to offer the Premises at a monthly rent of \$2,750.00 for a term of 12-24 months, commencing on or about 7/10/2020.

3. The Term of this Exclusive Right shall be from 5/21/2020 to 9/21/2020. Thereafter, the Term may be extended by mutual agreement of the parties, in writing.

4. We agree to offer the Premises for rent; advertise it; photograph for advertising purposes; arrange inspections; and submit to you and negotiate all offers made by prospective tenants. We agree to advertise the Premises at our expense, including listing the Premises on property appropriate websites. You authorize us to create and direct all advertising and marketing. You agree that no other advertising or marketing, including listings on the Internet, by you or others will be permitted unless we specifically authorize it. You understand that we own and have the sole rights to all photographs, copy, floorplans, show sheets and marketing materials that we create and you may not use them in any way following the termination of this agreement. In case you provided us with any photographs or marketing materials, you represent that you own them and have sole rights to them.

5. Upon signing this Agreement, you authorize us - unless otherwise specified by you in writing - to immediately disseminate the listing information to the public; and to simultaneously solicit the cooperation of other member-brokers of the Real Estate Board of New York, Inc. to act as agents for prospective tenants. Co-brokers will be paid as provided in paragraph 7. You understand that we represent you, the owner, except if another Halstead Manhattan, LLC agent represents a tenant. In that case, Halstead Manhattan, LLC will be a dual agent with designated agents representing the owner and tenant. In all instances, we treat all parties fairly and honestly. Attached is a description of the different types of agency relationships.

6. During the term of this Agreement, only Halstead Manhattan, LLC can sell or rent the Premises and you agree to refer all brokers, potential tenants, inquiries, proposals and offers to us. You agree to conduct all negotiations for the sale or rental of the Premises through Halstead Manhattan, LLC. If you lease the Premises to anyone you have not referred to Halstead Manhattan, LLC you agree to pay us a commission of 1.8 month's rent.

7. You agree: (please initial one)

You will pay Halstead Manhattan, LLC a commission equal to 1.8 month's rent at the time you sign a lease regardless of the length of the lease. The Premises will be marketed as a "No Fee Rental" to the general public and in case of a co-broke with another agent we will share the commission of 1.8 month's rent paid by you 50:50 with the co-operating broker who brings the tenant.

Handwritten initials 'DS' and 'X' in a box

You will pay Halstead Manhattan, LLC a commission equal to one month's rent at the time you sign a lease regardless of the length of the lease. The Premises will be marketed as a "No Fee Rental" and as a "Collect-Your-Own-Fee-Listing" to other brokers, who will be paid by the tenant.

All commissions, including co-brokerage fees, will be paid by the tenant. You will notify Halstead Manhattan, LLC if a lease of less than one year is extended - in which case the tenant is obligated to pay us an additional commission. There is no additional fee for leases or extensions past one year.



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- 8. If the Premises are sold during the Term of this Agreement to anyone introduced by Halstead Manhattan, LLC or if a tenant procured by Halstead Manhattan, LLC or such tenant's affiliate, enters into a sales contract to purchase the Premises within 6 months after the expiration of the lease term (including any extensions in the initial lease), you agree to advise us of the sale and pay Halstead Manhattan, LLC a commission of 6% of the sales price, payable in full at closing of title. If you retain a purchase deposit, you agree to pay Halstead Manhattan, LLC a commission of 6% of the amount retained. This provision shall survive termination of this Agreement.
- 9. Within 3 business days after the termination of this Agreement, Halstead Manhattan, LLC will give you a list of no more than 6 people who were introduced to the Premises by Halstead Manhattan, LLC during the Term. If a lease or contract of sale for the Premises is entered into with anyone on that list within 90 days of expiration of the Term, you will owe us a commission as provided in this Agreement.
- 10. In order to comply with federal laws regarding disclosure of information on lead based paint, we are attaching a copy of the publication "Protect Your Family from Lead in Your Home" and the disclosure form which you must fill out and return to us with this Agreement. 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.
- 11. 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. You warrant that you will comply with all applicable statutes, laws, and regulations regarding the rental of residential property, including without limitation making disclosures with respect to bedbugs, lead based paint, sprinkler, rental permit, and certificate of occupancy.
- 12. We conduct 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.
- 13. All parties waive any claim or rights to trial by jury. You agree to accept service at the address listed above and that any action may be brought in the courts of the State, County, and City of New York.
- 14. This Agreement represents and embodies the entire agreement between the parties and supersedes any previous oral or written agreements, discussions or understandings. This Agreement may only be amended or modified by a written document signed by the parties. This Agreement is binding upon both parties' successors and assigns.

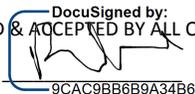
Please sign below as confirmation of your agreement, retain a copy, and return a signed copy to Halstead Manhattan, LLC.

Very truly yours,

Halstead Manhattan, LLC

Michael A. Goldenberg
Executive Director of Sales / Leasing

DocuSigned by:
AGREED & ACCEPTED BY ALL OWNERS & EXECUTORS

Owner:  Date: 5/25/2020 Owner: _____ Date: _____
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Tel.: _____ Email: _____ Tel.: _____ Email: _____

Moving out of town? YES / NO Would you like to be referred to a top broker in your new location? YES / NO

Enclosures: Agency Disclosure Relationship
Publication: "Protect Your Family from Lead in Your Home"
Lead Paint Disclosure Form

Halstead West Side

408 Columbus Avenue, New York, NY 10024



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 Landlord and Tenant

THIS IS NOT A CONTRACT

New York State law requires real estate licensees who are acting as agents of landlords and tenants of real property to advise the potential landlords and tenants 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

Landlord's Agent

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

Tenant's Agent

A tenant's agent is an agent who is engaged by a tenant to represent the tenant's interest. The tenant's agent does this by negotiating the rental or lease of an apartment or house at a rent and on terms acceptable to the tenant. A tenant's agent has, without limitation, the following fiduciary duties to the tenant: reasonable care, undivided loyalty, confidentiality, full disclosure, obedience and duty to account. A tenant's agent does not represent the interest of the landlord. The obligations of a tenant's agent are also subject to any specific provisions set forth in an agreement between the agent and the tenant. In dealings with the landlord, a tenant'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 tenant's ability and/or willingness to perform a contract to rent or lease landlord's property that are not consistent with the agent's fiduciary duties to the tenant.

Broker's Agents

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

Dual Agent

A real estate broker may represent both the tenant and the landlord if both the tenant and landlord give their in-

formed 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 landlord and the tenant. The obligations of an agent are also subject to any specific provisions set forth in an agreement between the agent, and the tenant and landlord. An agent acting as a dual agent must explain carefully to both the landlord and tenant 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 landlord and tenant are giving up their right to undivided loyalty. A landlord and tenant should carefully consider the possible consequences of a dual agency relationship before agreeing to such representation. A landlord or tenant may provide advance informed consent to dual agency by indicating the same on this form.

a sales agent to represent the tenant and another sales agent to represent the landlord. A sales agent works under the supervision of the real estate broker. With the informed consent in writing of the tenant and the landlord, the designated sales agent for the tenant will function as the tenant's agent representing the interests of and advocating on behalf of the tenant and the designated sales agent for the landlord will function as the landlord's agent representing the interests of and advocating on behalf of the landlord in the negotiations between the tenant and the landlord. A designated sales agent cannot provide the full range of fiduciary duties to the landlord or tenant. The designated sales agent must explain that like the dual agent under whose supervision they function, they cannot provide undivided loyalty. A landlord or tenant should carefully consider the possible consequences of a dual agency relationship with designated sales agents before agreeing to such representation. A landlord or tenant may provide advance informed consent to dual agency with designated sales agents by indicating the same on this form.

Dual Agent with Designated Sales Agents

If the tenant and the landlord provide their informed consent in writing, the principals and the real estate broker who represents both parties as a dual agent may designate

This form was provided to me by Patricia Harbison & Abe Rosenberg of Halstead Manhattan LLC
a licensed real estate broker acting in the interest of the:

- (x) Landlord as a (check relationship below)
- () Tenant as a (check relationship below)
- (x) Landlord's agent
- () Tenant'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:

- (x) 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 tenant; and _____ is appointed to represent the Landlord in this transaction.

I Ritu Kapoor acknowledge receipt of a copy of this disclosure form: signature of { x } Landlord(s) and/or { } Tenant(s):

DocuSigned by:

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Date: 5/21/2020

Date: _____