DouglasElliman

575 MADISON AVENUE
New York, NY 10022
212.891.7000
www.elliman.com

Date: 11/21/24

Name: Racim and Sandra Allouani ("Seller")

Primary Address: 146 West 57th St Apt. 42DE

Email Address: ____________________

Emergency Contact #: ____________________

Property Address: 146 West 57th St Apt. 42DE (the "Property")

Exclusive Sales Agreement

Dear: Racim and Sandra Allouani:

Thank you for choosing Douglas Elliman Real Estate ("DE") as your real estate broker with an exclusive right to sell your Property.

1. **Ownership.** You represent that you either own the Property or are authorized to enter into this Agreement. You represent that the Property is not now the subject of an exclusive agreement for sale or lease with any other real estate broker.

2. **Sale Price & Monthly Charges**. You authorize DE to offer the Property for sale at $ 5,100,000 and represent that the monthly maintenance / common charges / assessment(s) / annual RE taxes are as follows, as applicable:

   ☐ Condominium monthly common charges are $ 4099.32 and annual real estate taxes are $30,302.76 and assessment, if applicable, is $ 463.79 ; or
   ☐ Cooperative/Condop ______ shares and represent the monthly maintenance charges are $________ and assessment, if applicable, is $________; or
   ☐ Townhouse/Building annual real estate taxes are $________ for Block ________ and Lot ________

3. **Term**. This Agreement is effective when it is fully executed through May 21, 2025 (the "Term"). After expiration, this listing will automatically be taken off the market on RLS but will remain a DE in-house non-exclusive listing, unless you direct otherwise in a signed writing. If no date is entered, the Term of this Agreement shall default to six months from the date this Agreement is executed by you.

4. **Advertising**. You permit DE, its agent(s), and/or their vendor(s) to photograph and/or video the Property for marketing purposes, and accompany potential purchasers and co-brokers in the Property to view the property. DE may begin advertising the Property publicly on or before ______________________. If no date is entered, DE may start advertising 14 days from the date this Agreement is executed by you.

5. **Advertising Reimbursement**. In the event that you withdraw the listing during the term of this Agreement, effectively preventing DE from selling the property, you shall promptly reimburse DE for any marketing expenses incurred to advertise the Property.

6. **Sales Inquiries**. During the Term, DE will submit all offers to you and you will refer all inquiries and/or offers about the Property to DE and negotiate exclusively through DE. Any sale is subject to your approval. Pursuant to 19 NYCRR 175.24, you shall have the option of having all negotiated offers to purchase the Property submitted either through the listing broker or submitted through the buyer's broker.

7. **Sales Commission**. If the Property is sold during the Term of this Agreement, you shall pay commission as follows:
   a. Where DE lists the Property and another Third-Party Real Estate Brokerage ("Third-Party Buyer Agent") or a DE associated licensee other than the DE associated licensee who lists the Property ("DE Buyer's Agent" and collectively with "Third-Party Buyer Agent," "Buyer Brokerage Firm") procures a Buyer(s):
      i. List Side – To DE: 2.5 % of the Property's final sales price.
      ii. Buy Side – To Buyer Brokerage Firm (including DE Buyer's Agent, if applicable): 2.5 % of the Property's final sales price.
   b. Direct Deal – Where the same DE associated licensee both lists the Property and procures a Buyer(s): 4 % of the Property's final sales price.

NOTE: This note shall supersede anything set forth above. Buyer Broker compensation to DE shall not constitute consideration on behalf of the Buyer to the Buyer Broker, but instead, shall represent the additional value earned by DE for representing you without the involvement of a Third-Party Real Estate Brokerage. The Third-Party Buyer Broker compensation set forth above shall be the maximum compensation that the Seller will pay to any Third-Party Buyer Broker, but in no circumstances will the Seller pay in excess of the Buyer Broker compensation set forth in the separate buyer brokerage agreement between the Buyer and the Third-Party Buyer Broker.

SELLER UNDERSTANDS THAT COMMISSIONS ARE NOT SET BY LAW AND ARE FULLY NEGOTIABLE AND THAT SELLER IS NOT OBLIGATED TO OFFER COMPENSATION TO THE BUYER'S BROKER. You decide the amount of the Sales Commission, if any, you offer to the Buyer Brokerage Firm. If you choose to offer compensation to the Buyer Brokerage Firm, that offer may only be modified or rescinded if in writing and should be reflected in an agreement signed by you and Buyer Brokerage Firm. Buyer Brokerage Firm is an intended beneficiary of this Agreement.

All Sales Commissions set forth above shall be due and payable when the Property is sold, including, without limitation, to (a) an independent third party; (b) to the Board of Managers or Directors of the building in which the Property is located (exercising its right of first refusal); or (c) to a current lessee of the Property. Payment of the Sales Commissions set forth above, or otherwise agreed to in writing, for DE and the Buyer Brokerage Firm, shall be separately disbursed by you, through separate payments to DE and Buyer Brokerage Firm, from the proceeds paid to you at the closing, to the extent that a closing occurs, and shall be in the form of a wire, bank check, or attorney's check. "Sold during the Term" includes a sale where a contract of sale for the Property is executed during the Term and the sale of the Property closes after the Term, as the execution of the contract of sale shall be deemed to automatically extend the end date of the Term to the date of closing of the sale of the Property. A sale under this Agreement shall be interpreted expansively and liberally to include a closing of title, a transfer of personal property, a joint venture, merger, acquisitions, or any other transaction concerning the Property.

8. **Lease Commission**. If you lease the Property during the Term, you shall pay DE ____% percent of the aggregate rent for the first year of the lease. If the leasing tenant purchases the Property during the lease, or any extension thereof, within twelve (12) months of vacating the Property, directly or by an associated party, then you agree to pay Sales Commission(s) equal to the amounts set forth above.

9. **Contract of Sale**. You and/or your agents shall provide DE with an executed copy of the contract of sale / fully executed lease for the Property when it is first available.

10. **Protected Purchasers**. DE will provide you within seven (7) business days of the Term's end with a list of no more than six (6) names of persons (or related entity) introduced to the Property during the Term (each a "Protected Purchaser"). Said customer list shall not be deemed exhaustive. If a lease or contract of sale for the Property is entered into with anyone on that list, directly or by an associated party, within ninety (90) days of the Term's end, you will pay DE the commission as set forth above. You agree to inform any real estate broker with whom you sign a new exclusive agreement of your obligations pursuant to this Agreement and to provide them with the list of Protected Purchasers at the time of signing said exclusive. DE may contact you directly if a Protected Purchaser wishes to purchase the Property after the Term. The failure to provide the list of Protected Purchasers to the new Listing Agent shall not prevent DE from collecting the Commission.

11. **Deposits.** If you become legally entitled to retain any deposit paid to you by a buyer / tenant pursuant to a contract or receive any other sum by a default by buyer / tenant, relevant to this Agreement, you agree to pay _10_% percent of that amount to DE.

12. **REBNY**. As a member of The Real Estate Board of New York, ("REBNY"), and subject to the RLS Universal Co-Brokerage Agreement (UCBA), DE is required to circulate your listing to other members within twenty-four (24) hours of the time you sign below. In compliance with UCBA rules, you instruct DE to publicly advertise and/or show the Property commencing on the date set forth in paragraph 4 of this Agreement.

13. **Board Approval**. To the extent that a sale is subject to Board Approval, you authorize DE to contact the Board or their representative.

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14. **Warranty of Authority**. You warrant your authority to bind any entity, including an LLC, Estate, Trust, or any other authorized fiduciary, on whose behalf you executed this Agreement and any other document with DE.

15. **Lead Paint Disclosure**. You acknowledge that DE has informed you of your obligations under 42 U.S.C. 4852d (lead paint) and you are aware of your responsibility to ensure compliance.

16. **Housing Discrimination.** The parties agree that the Property shall be marketed and sold in compliance with Federal, State, and Local Laws concerning housing discrimination.

17. **Mediation, Arbitration, and Jury Waiver**. This Agreement shall be interpreted under the laws of the State of New York. All disputes shall be arbitrated before JAMS, in the county where the Property is located or the nearest JAMS office thereto, by the parties appearing remotely, before only one (1) arbitrator, except for injunctive relief. Prior to commencing arbitration, the parties shall engage in mediation before JAMS. Except for injunctive relief, the parties hereby waive their right to proceed in court and to a jury trial. The prevailing party shall recover reasonable attorneys' fees, arbitrator(ion) fees and costs, expenses, and expert / consultant fees. **FURTHER, YOU AND DE EACH HEREBY AGREE AND ACKNOWLEDGE THAT YOU ARE WAIVING YOUR RIGHT TO PROCEED IN COURT AND TO A JURY TRIAL. IT IS THE INTENT OF THE PARTIES TO THIS AGREEMENT THAT EXPRESS THIRD-PARTY BENEFICIARY RIGHTS ARE SUBJECT TO THIS PARAGRAPH.**

18. **Class Action Waiver**. All disputes under this Agreement may only be brought as individuals, not as part of a class action or group lawsuit. Both parties waive the right to participate in a class action(s) concerning their relationship related to this Agreement. **YOU AND DE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN ITS INDIVIDUAL CAPACITY, AND NOT AS A CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. IT IS THE INTENT OF THE PARTIES TO THIS AGREEMENT THAT EXPRESS THIRD-PARTY BENEFICIARY RIGHTS ARE SUBJECT TO THIS PARAGRAPH.**

19. **Exclusive Right to Sell.** EXPLANATION: An "exclusive right to sell" listing means that if you, the owner of the Property, find a buyer for your house, or if another broker finds a buyer, you must pay the agreed commission to the present broker. An "exclusive agency" listing means that if you, the owner of the Property, find a buyer, you will not have to pay a commission to the broker. However, if another broker finds a buyer, you will owe a commission to both the selling broker and your present broker."

20. Nothing herein shall preclude DE from filing and recording a Broker's Affidavit of Entitlement pursuant to RPL §294-b, to wit: **"At the time of closing, you may be required to deposit the broker's commission with the county clerk in the event that you do not pay the broker his or her commission as set forth herein. Your obligation to deposit the broker's commission with the county clerk may be waived by the broker."**

21. **Indemnification**. In any action, proceeding, or arbitration between the parties to enforce any provision of this Agreement, DE shall be entitled to reasonable attorneys' fees, costs and related expenses should DE prevail. You shall indemnify and hold DE harmless from any and all claims by third parties for DE's lawful acts under this Agreement that were undertaken on your behalf or your breach of a duty set forth in this Agreement, including reasonable attorneys' fees, costs, and expenses.

22. **Integration.** This Agreement: (i) represents the entire agreement between the parties and supersedes any previous agreements; (ii) may only be modified by a signed writing by both parties; (iii) is binding upon all successors and assigns; (iv) is governed by New York State law; (v) may be executed in one or more counterparts, including via electronic signatures.

23. **Severability**. If a provision of this Agreement is deemed invalid, illegal, or otherwise unenforceable, the remaining provisions shall in no way be changed.

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24. ***Email and Wire Fraud are real***. Please note that in an effort to protect you, DE will not ask you for your social security number, bank account or other highly confidential information over email. You hereby agree that prior to wiring ANY money, you must call the intended recipient at a telephone number previously known to you as a valid telephone number to confirm the instructions. DE is not responsible for any wire fraud.

Please sign this page as confirmation of your agreement, retain a copy, and return a signed copy to DE.

By: ______________________
Authorized DE Signatory
Yuval Greenblatt - Senior Managing D

Nancy Smith
____
Assigned DE Associated Licensee
Nancy Smith

____
Assigned DE Associated Licensee

AGREED & ACCEPTED

BY:
Seller: ______________________ Date: 11/21/2024

Seller: ______________________ Date: 11/21/2024

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Addendum to Exclusive Right to Sell Agreement

Property Address: 146 West 57th St, Apt.42DE (the "Property")

This addendum shall be incorporated by reference into your Exclusive Right to Sell Agreement (the "Exclusive") with Douglas Elliman Real Estate ("DE"), your Real Estate Broker, as if fully set forth therein, in satisfaction of Paragraph 22(ii) of said Exclusive. This addendum shall constitute an amendment to said Exclusive, in part, to the extent expressly designated as such, with the specifically referenced Paragraph being replaced in whole, but the remainder of said Exclusive remaining in full force and effect. Any conflict between the terms of this addendum and that of the Exclusive shall be resolved with this addendum controlling.

Amendments:

The following prospective purchasers (Jeanne Aicha) are excluded from this Agreement for a period of 14 days from the date of this Agreement. Should any Exclusion named herein purchase the property after 14 days you agree that our commission paid by you shall be 5% provided that the sale is procured through our agent, , without the cooperation of any other real estate broker or agent (including other agents associated with DE or any Buyer Brokerage Firm).

By: ______________________________

Authorized Signatory

Yuval Greenblatt, Senior Director of Operations

____

Assigned DE Associated Licensee
Nancy Smith

____

Assigned DE Associated Licensee

AGREED & ACCEPTED
BY: ______________________________
Seller:

Date: 11/21/24

EXHIBIT G - COMING SOON OWNER AUTHORIZATION[1]

Exclusive Property Address: 146 West 57th St Apt. 42DE

Owner of the Exclusive Property listed above authorizes the Exclusive Broker to place this property in the "Coming Soon" Status of the REBNY RLS in accordance with, and subject to, the rules and regulations of the Universal Co-Brokerage Agreement.

Owner affirms that the Exclusive Property is being prepared for sale and marketing in an "Active" Status on the Showing Start Date of: 12/9/24 (less than or equal to 14 calendar days after the Owner signs the exclusive listing agreement and this authorization form, whichever is sooner). Owner further acknowledges that the "Coming Soon" Status is a vehicle for RLS Participants to notify other Participants of properties that will become available for showing and purchase after preparations are completed.

While the Exclusive Property is in "Coming Soon" Status, Owner and Exclusive Broker agree that:

1. Exclusive Listings must have a "Showing Start Date" entered in the RLS, less than or equal to (14) calendar days after the Owner signs the exclusive listing agreement and this authorization form, whichever is sooner.
   a. The Exclusive Listing must become "Active" on the Showing Start Date. If the property is not ready on the Showing Start Date, the property must be either designated "Temporary Off-Market" or "Withdrawn" in the RLS until it is ready for showings.
   b. The Showing Start Date cannot be changed.
   c. Days on Market calculations begin when the listing moves to an "Active" status.
   d. A property address or unit may only be allowed in the "Coming Soon" Status one time with the same Owner unless the Exclusive Property has been off-market (expired or cancelled) for at least 60 calendar days.

2. If it is the practice to use signs, a Broker may place a sign at the property during the "Coming Soon" period (for up to 14 calendar days) ONLY if it is entered in the RLS in the "Coming Soon" Status. The sign must prominently display "Coming Soon".

3. During the "Coming Soon" designation period, the Exclusive Property shall not be shown under any circumstances including, but not limited to Open Houses and broker tours during the "Coming Soon" Status.

4. Negotiations of and counteroffers to offers may only be commenced by Owner after the Exclusive Property has been moved to "Active" status.

Owner Racim and Sandra Allouani Date 11/25/2024

Signature

Exclusive Broker Nancy Smith Date 11/25/2024

Signature Nancy Smith

[1] This form must be submitted along with either the Listing Agreement paperwork to the RLS within (3) business days of the listing date or entry into the RLS as Coming Soon if it was previously being withheld.