

10/28/2025

LISTING AGREEMENT  
FOR LEASE

This Listing Agreement for Lease (the "Agreement") dated as of October 18, 2025 ("Effective Date"), entered into between Riverdale Ave Holding, LLC, a New York limited liability company having an address at 150 Kildare Road, Garden City, NY 11530 ("Owner") and Brown Harris Stevens Riverdale, LLC ("BHS"), a New York limited liability company having an address at 3531 Johnson Avenue, Bronx, NY, 10463.

1. Term. This Agreement shall become effective on the Effective Date and shall continue for a period of six (6) months unless sooner terminated as provided for in this Agreement. This Agreement shall be automatically renewed for successive one (1) month periods (each a "Renewal Term") unless written notice is given prior to the expiration of the Initial Term or any Renewal Term, as the case may be, by either party that the term of this Agreement shall not be renewed.

2. Services. Owner appoints, subject to the terms of this agreement, BHS as its sole agent and grants to BHS the exclusive right to lease the commercial space having an address of 3534 Riverdale Avenue, Unit CF2, Bronx, NY 10463 (the "Property"). BHS will use its good faith efforts to obtain a satisfactory tenant for the Property at a lease rate to be determined by Owner and on such other terms as are acceptable to Owner. BHS will negotiate the business terms of any lease on behalf of Owner and in Owner's best interest, subject to Owner's review and final approval, except as otherwise directed by Owner. BHS shall have no authority, right or power to enter into any agreement in the name of or on behalf of Owner without the prior written consent and approval of Owner. BHS may cooperate with other licensed real estate brokers in connection with leasing the Property.

3. Marketing. Owner, during the Term, authorizes BHS to advertise and place signage on the Property, subject to Owner's approval of any advertisements and signage. BHS, at its own expense, will place its standard "BHS" signage on the Property and will prepare and distribute a standard brokerage flyer. During the Term, all advertising whether prepared or issued by BHS or by Owner will identify BHS as Owner's exclusive agent for the Property. BHS will pay for all photography, signage and marketing of the Property and will advertise the space in a manner typical for medical office space in NYC.

4. Referrals. During the Term of this agreement, Owner will refer to BHS all inquiries and offers received by Owner with respect to the Property, regardless of the source of such inquiries or offers.

5. Commission. If, during the Term hereof, Owner leases any interest in the Property, Owner will pay to BHS a commission (the "Commission") calculated in accordance with the attached Schedule of Commissions. Within twenty (20) days after expiration or earlier cancellation of the Term of this agreement, BHS may provide Owner with a list of those parties with whom BHS has had bona fide discussions or with whom Broker has actively negotiated regarding the leasing of the space in the Property. Such list will include not greater than ten (10) potential tenants and will include a description of the dates and discussions with the tenant. If a prospective tenant, appearing on the aforementioned list, enters into a lease with Owner within 180 days after the expiration or earlier termination of the Term of this Agreement, and thereafter the lease is fully executed and delivered, Owner will pay a commission to BHS as provided above. If at the end of such 180 day period, Owner and a prospective tenant on the aforementioned list are negotiating a lease for the Property in good faith, then such 180 day period shall be extended to the earlier to occur of (a) the date on which the transaction is executed and (b) the date on which such good faith negotiations end without the transaction having been executed.

6. Outside brokers. If BHS recognizes an outside broker authorized to represent the tenant in a transaction for which a commission is payable hereunder, BHS will request such broker to agree in writing to accept the outside broker portion of the commission computed and payable in accordance with the annexed Schedule incorporated herein and made a part hereof, and if such other broker agrees, Owner will pay BHS the commission computed and payable in accordance with the annexed Schedule out of which BHS will pay to such other broker its agreed upon commission and retain the balance of the commission as BHS's compensation. If the other broker does not so agree, then negotiations will be suspended until such agreement is obtained. The term "outside broker" means a broker outside of BHS.

7. Representation of Tenants. Owner acknowledges and agrees that BHS may represent potential tenants and consents to such dual representation, provided BHS timely discloses in writing any such dual representation to Owner.

8. Fees and Expenses. If either party commences litigation against the other party to enforce its rights under this agreement, the prevailing party will be entitled to recover from the other party the actual and reasonable costs and expenses (including reasonable attorneys' fees) incurred.

9. Indemnity. BHS agrees to indemnify, defend, and hold Owner, its managing agent and their respective direct and indirect partners, principals, officers, directors, shareholders, trustees, beneficiaries and employees (collectively, the "Indemnified Parties"), harmless from and against all liability, loss, damage, and expense, (including reasonable attorneys' fees and disbursements) arising out of any claim for a brokerage commission, finder's fee, damages or other compensation made by any other person, firm or entity alleging to have dealt with or through BHS in connection with the lease.

10. Sale. If the Property or Owner's interest therein or any part thereof is sold or otherwise transferred by Owner prior to Broker being paid its entire commission, then balance of commission shall be due and payable immediately.

11. Confidentiality. BHS shall (a) not issue, cause or consent to any publicity with respect to the lease without Owner's prior written approval, and (b) hold all information received by it with respect to the Property and the lease in confidence. All leases, floor plans and other materials furnished to BHS are Owner's property and shall be returned to Owner upon request.

12. Notices. Any notices, consents or approvals required or permitted to be given by either party under this agreement shall be in writing and sent by personal delivery or certified or registered mail, postage prepaid, return receipt requested, addressed to the parties hereto at the address provided on the first page of this agreement. Notices shall be deemed given upon personal delivery, as indicated by affidavit, or, if mailed, on the date set forth on the return receipt. Either party may change its address for notice by giving notice thereof to the other party pursuant to this Paragraph. Any notices hereunder shall for all purposes be deemed to have been sent by Owner or BHS, as applicable, if sent by such respective party's attorney. A copy of all notices sent to BHS shall be sent in like manner to Sandhya N Tidke c/o Brown Harris Stevens Riverdale LLC 3531 Johnson Ave Bronx, NY 10463

13. No Assignment. This Agreement and all rights hereunder shall not be assignable by either party hereto, (except as may be required by a surety company in a matter of subrogation and to any party holding a first mortgage lien on a Property), and except that BHS may assign this Agreement to any affiliate of BHS or any entity which acquires all or substantially all of BHS's assets through merger, consolidation or otherwise.

14. Payments. Failure by Owner to make any payment by either party as provided for in this Agreement shall constitute a default under this Agreement. Delinquent payments hereunder shall earn interest at the rate of one-and-a-half (1-1/2) percent per month from the date due until paid.

15. Limited Liability. Neither party shall be liable to the other for, and each party hereby waives any and all rights to claim against the other party, any special, indirect, incidental, consequential, punitive or exemplary damages in connection with this Agreement, including, but not limited to, lost revenue or profits, even if a party has knowledge of the possibility of such damages; and in no event shall BHS's liability to Owner exceed the amount of the Commissions paid by Owner to BHS.

16. Authority. Owner represents that it is in fact the owner of the Property and has the right to lease the Property.

17. Professional Advice. BHS recommends that Owner obtain legal, tax or other professional advice relating to this Agreement and the proposed lease of the Property as well as the condition and/or legality of the Property, including, but not limited to, the Property's improvements, equipment, soil, tenancies, title,

environmental aspects and compliance with the Americans with Disabilities Act. BHS will have no obligation to investigate any such matters unless expressly otherwise agreed to in writing by Owner and BHS.

18. Miscellaneous. This agreement shall be construed in accordance with the laws of New York State and without regard to any presumption or other rule requiring construction against party causing this Agreement or any part thereof to be drafted. No modification or termination of this agreement shall be valid unless made by an instrument in writing subscribed by the undersigned. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute a fully executed agreement, with the same effect and validity as a single, original agreement signed by all of the parties. Facsimile, pdf scan or electronic signatures shall have the same validity and effect as original signatures. The parties acknowledge that the signatories are vested with the authority to execute this Agreement on behalf of their respective parties.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the parties hereunto have executed this agreement on the day and year first written above.

**RIVERDALE AVE HOLDING, LLC**

X:   
Robert Quaco  
Manager

Date: October 28, 2025

**BROWN HARRIS STEVENS RIVERDALE, LLC**

X:   
Name: Sandy Wilson  
Title: EVP Director of Sales and Leasing  
BHS Riverdale, LLC

Date: October 28, 2025

## SCHEDULE OF COMMISSIONS FOR RETAIL LEASES

The Commissions shall be computed by multiplying Base Annual Rent (hereinafter defined) by the following percentages, as appropriate, and adding together the results:

For the first and second year or any fraction thereof:	5%
For the third through the fifth year or any fraction thereof:	4%
For the sixth through the eighth year or any fraction thereof:	3%
For the ninth through the tenth year or any fraction thereof:	2%
For the eleventh year through the expiration date of such lease	1%

**"Base Annual Rent":** The fixed annual rental payable by Tenant under the lease with respect to the Property excluding (i) all electrical and other utility charges; (ii) any share of increases in taxes or payments in lieu of taxes (whether or not Landlord is obligated to make payments of real estate taxes or is excused therefrom pursuant to an exemption or abatement in whole or in part), wage rates, operating expenses, or cost of living or other similar increases, whether actual, estimated or otherwise, which Tenant is required to pay under the Lease; (iii) any amounts specifically identified as payable for cleaning, heat, water, air conditioning or other services; and (iv) all other items of additional rent. Any Tenant allowances, rent abatements and so-called "free rent", shall be amortized over the lease term and an equal portion of same shall be deducted from the Base Annual Rent for each lease year.

**Renewals; Extensions; Expansions:** If, pursuant to an option or right contained in the lease, the lease is renewed or extended, Owner shall pay to BHS an additional commission based on the Base Annual Rent payable during the renewal or extension term. Such commission shall be calculated at the rates set forth above at the percentage levels that would have applied if the renewal or extension period were part of the initial term of the Lease (e.g., if the initial term was 10 years and the renewal term was 5 years, the applicable rates would be for years 11-15). If, pursuant to an option or right contained in the lease, tenant leases additional space in the building from Owner, Owner shall pay to BHS an additional commission based on the Base Annual Rent payable during the expansion space term. Such commission shall be calculated at the rates set forth above at the percentage levels that would have applied if the expansion space term were part of the initial term of the lease (e.g., if the initial term was 10 years and tenant leased an additional 2,000 square feet pursuant to an expansion option in the 6th year, the applicable rates for calculating the commission would be for years 6-10). Any commission payable under this paragraph shall be deemed earned and be payable on the commencement date of such renewal or extension term or expansion space term, as the case may be; provided that if tenant is then in default under the lease then such commission shall not be deemed earned and shall not be paid until such time, if any, as tenant is no longer in default under the lease or Owner shall have agreed to waive such default. Where the terms of a renewal or extension of the lease or the lease of additional space do not conform in all material respects to the terms of the option or right contained in the lease, BHS shall not be entitled to a commission on account thereof.

Short-Term Leases: Notwithstanding anything in the Agreement to the contrary:

- For terms of two years or less, the commission shall be ten percent (10%) of the rent payable, and such amount shall be payable 50% upon execution of the Lease and 50% after the 3<sup>rd</sup> rental payment is received.

**Time of Payment:** When a lease with respect to the Property, satisfactory in all respects to Owner, is executed and unconditionally delivered by Owner and a tenant, Owner shall pay to BHS as full compensation for its services in connection with such lease, the commission (the "Commission") as follows:

- One-third (1/3) upon the lease execution and delivery of keys to tenant; and
- One-third (1/3) when Tenant pays rent for the date that is one (1) month following the rent commencement date of the lease and

- One-third (1/3) when Tenant has paid the rent due for the fourth (4<sup>th</sup>) month following the rent commencement date of the lease.

**Definitions:** The terms "Landlord" and "tenant" shall be deemed to include any subsidiaries, affiliates, successors, nominees or assigns of same. Where BHS is acting as the leasing agent, the term "BHS" shall also include any outside broker.

### **HGAR Rider**

Owner also authorizes Broker to submit the Property to the Hudson Gateway Multiple Listing Service ("HGMLS") for dissemination to all participants in their MLS service. The submission will occur promptly after the Property is ready for marketing. Owner understands and agrees that HGMLS and the parent MLS association, OneKey, are not Owner's agents and that none of the terms of this Agreement shall make them Owner's agents. No provision of this Agreement is intended to nor shall be understood to establish or imply any contractual relationship between Owner and HGMLS nor has HGMLS in any way participated in any of the terms of this Agreement, including the commission to be paid. Owner acknowledges that Broker's ability to submit this listing to HGMLS or to maintain such listing amongst those included in any compilation of listing information made available by HGMLS, is subject to Broker's continued status as a member in good standing of the Hudson Gateway Association of Realtors. Commissions with HGMLS participants will be split but in no event with the commission paid by Owner exceed the amount in the Commission set forth in this Agreement.

*RQ*