TAHARI REALTY

EXCLUSIVE LISTING AGREEMENT FOR LEASING OF REAL ESTATE

KRR Corp
111 Cedar Lane, Englewood New Jersey 07631
C/O Steven Katz
Steven@Krrcorp.com

Re: ***The Retail spaces (the "Premises") located at 211 East 123rd Street (the "Property")***

This agreement (the "Agreement"), made as of June 23rd, 2026, between Tahari Realty LLC, having an address at 393 Lafayette, Floor 2, New York, New York 10003("Broker") and Steven Katz having an address at _111 Cedar Lane, Englewood New Jersey 07631 ("Owner"), shall grant to Broker the sole and exclusively right to list the Premises for the purpose of procuring tenant(s) to lease the Premises upon terms acceptable to the Owner. In consideration of the mutual covenants and undertakings to be performed under this Agreement, the parties hereto agree as follows:

1. The term (the "Term") shall commence on the date hereof (the "Commencement Date") and shall continue for a period of Sixty (60) days, provided however, that this Agreement shall automatically renew on a month-to- month basis and shall continue in effect until the earlier of the date on which (i) a transaction contemplated hereunder is fully consummated; or (ii) this Agreement is terminated by a party hereto pursuant to a thirty (30)-day advance written notice (the earlier such date, the "Termination Date").

2. Owner authorizes Broker to place necessary signage on the Property with reference to the Premises being offered for lease. Subject in each case to Owner's prior approval, Broker shall advertise the Premises and/or prepare and secure special plans, signs, brochures, circulars, or other forms of advertising. All advertising issued by Broker may identify Broker as the exclusive agent.

3. With respect to the Premises, Broker shall (i) assemble all necessary documentation and information with respect thereto, (ii) arrange for the preview thereof by prospective tenants, (iii) develop all offers and inquiries related thereto, and (iv) canvass, solicit, advertise, and otherwise use its commercially diligent efforts to bring about the leasing thereof. During the Term, Broker shall have the sole and exclusive authority to perform the services outlined herein.

4. Owner shall reasonably cooperate with Broker and shall promptly refer and re-direct to Broker all offers and inquiries with respect to the leasing of the Premises. Notwithstanding the foregoing, nothing herein shall prohibit Owner from engaging in direct discussions or negotiations with potential tenants during the Term, provided, however, that, regardless of the circumstances, in the event a lease results from such discussions, negotiations or any other communications, Broker shall nonetheless be entitled to the Commission.

5. In the event that, during the Term or the Tail Period, a lease for the Premises is fully executed, Owner agrees to pay to Broker a full commission (the "Commission") as provided in, and in accordance with, Exhibit A attached hereto, inclusive of any fee Broker pays to a broker representing a prospective tenant. This Paragraph 5 shall survive the Termination Date. Owner hereby expressly acknowledges and agrees that in the event the Premises are divided into multiple, leasable units, a separate, pro-rata Commission shall be due and payable for each consummated lease at the Premises.

6. Owner hereby expressly agrees that Broker may cooperate with other brokers (each, a "Co- Broker"), and divide fees for services in any manner satisfactory to Broker and Co-Broker, subject to a separate

agreement. The Broker shall handle all negotiations and lease arrangements with the Co-Broker and the Owner. Owner shall not be bound by nor liable for any promises, arrangements or agreements made between Broker and any other party. With respect to Brokers efforts to lease the Premises, the Owner shall only be liable to Broker for the terms and conditions outlined in this agreement.

7. Broker shall, within thirty (30) days following the Termination Date, provide to Owner a list of prospective tenants to whom the Premises was submitted during the Term (each, a "Protected Tenant"). In the event that, within six (6) months following the Termination Date (the "Tail Period"), Owner shall lease, or agree to lease, the Premises to any Protected Tenant, the Commission shall be paid by the Owner to the Broker in accordance with the terms hereof. Owner's failure to inform Broker of such a transaction shall be an Event of Default (as defined below). This Paragraph 7 shall survive the Termination Date. In order to qualify as a Protected Tenant under this agreement, Broker must evidence written correspondence with said Protected Tenant that relates specifically to Premises that occurred during the active term of this Agreement and that Broker had additionally physically shown the Premises in question to the Protected Tenant. Incidental conversation with a prospective tenant that did not specifically reference the Premises and/or a prospective tenant who was not physically shown the space by Broker during the term of this agreement shall not be considered a Protected Tenant.

8. Owner's failure to pay any installments of the Commission within ten (10) business days of the same becoming due and payable shall constitute an event of default ("Event of Default") under this Agreement. As such:

   (a) If, after thirty (30) days following written notice from Broker to Owner specifying an Event of Default such Event of Default has not been cured, then the entire unpaid portion of the Commission shall become immediately due and payable and Owner shall pay all of Broker's costs and expenses incurred in connection with the collection of such Commission (including, without limitation, reasonable attorneys' fees). If, after sixty (60) days following written notice from Broker to Owner specifying an Event of Default such Event of Default has not been cured, Broker may, to the extent permitted by law, file a lien on the Property with respect to any amounts due hereunder.

   (b) Any notices to be sent pursuant to the Agreement shall be deemed sufficiently given if sent via nationally recognized overnight courier with signature requested and proof of delivery service, or via email to Owner and Owner's designated representatives at Steven@Krrcorp.com and shall be deemed effective as of one business day following the date on which the notice is received in accordance herewith.

   (c) Owner hereby acknowledges and agrees that Broker's rights and remedies under this Agreement are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to it. The failure or delay of Broker to insist on strict performance of any of the terms of this Section 8, or to exercise any right or remedy, will not be a waiver for the future. Any such waiver must be manually executed with a non-electronic signature by Broker.

9. In the event the Premises are leased, and the Property is sold at any point after the Commission is deemed earned but not yet paid in full, Owner shall, at the closing of such sale, pay to Broker the balance of the Commission(s) due hereunder, unless and except if Owner delivers to Broker at the closing of such sale a written agreement by the person or entity taking title to the Property (the "New Owner") by which such New Owner assumes all of the Owner's obligations hereunder; provided that (i) such New Owner shall have financial capacity and capabilities at least equal to Owner, and (ii) such written agreement will be in a form and substance reasonably satisfactory to Broker. Then, in such an event, the New Owner shall pay to Broker any unpaid portion of the Commission in accordance with this Agreement.

10. Each party hereto (in each case, the "Indemnifying Party") agrees to defend, indemnify, and hold harmless the other party against any and all claims, liabilities, damages, and costs of defense (including reasonable attorneys' fees) for a commission, fee or other compensation by any other person, broker, finder, or agent alleging that the Indemnifying Party has dealt with or through the Indemnifying Party or its affiliates, successors, assigns, and related parties, in connection with the leasing of the Premises. In the event of a claim or suit to which the foregoing indemnification and hold harmless applies, the indemnified party shall immediately notify the indemnifying party of such action and the indemnifying party shall promptly move to have the indemnified party removed and released from said action.

11. In the event that any litigation arises as a result of any dispute hereunder between Owner and Broker, each party agrees that the non-prevailing party shall reimburse the prevailing party for its costs and expenses, including without limitation, reasonable attorneys' fees, in connection with such litigation.

12. Broker shall not be liable for incidental, punitive, exemplary, indirect or consequential damages, or lost profits arising under or relating to this Agreement. Broker's liability for any damages or other monetary amounts relating to this Agreement shall not exceed the amount of the Commission actually received by Broker under this Agreement, except in the case of gross negligence or willful misconduct.

13. This Agreement and any exhibits hereto incorporates the entire agreement between the parties relating to the leasing of the Premises and supersedes all prior negotiations and/or understandings between them on such matters, and may not be altered or supplemented except in a writing signed by each party hereto. This Agreement shall be binding on the parties to this Agreement and inure to the benefit of their lawful heirs, successors, designees, and assigns.

14. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, applicable to agreements made and to be performed entirely within New York without regard to conflicts of laws principles. All actions or proceedings relating, directly or indirectly, to this Agreement shall be litigated only in the courts located within the State of New York, County of New York. Broker and Owner, and their respective successors and assigns, hereby subject themselves to the jurisdiction of any state or federal court located within such county.

15. This Agreement may not be strictly construed against either Owner or Broker, each party agreeing that it has participated fully and equally in the preparation of this Agreement.

16. The parties acknowledge that the signatories are vested with the authority to execute this Agreement on behalf of their respective parties.

17. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute a fully executed agreement, with the same effect and validity as a single agreement signed by all of the parties. Electronic or facsimile signatures shall have the same validity and effect as original signatures.

[SIGNATURE PAGE TO FOLLOW]

TAHARI
REALTY

IN WITNESS WHEREOF, the parties hereto have executed or have caused their duly authorized representatives to execute this Agreement as of the date written below.

OWNER:

211 E 123rd Street Corp

By: ______________________
Name: Steven Katz
Title: Owner

BROKER:

TAHARI REALTY LLC

By: ______________________
Name: Aryeh Vilinsky
Title: Managing Partner.

TAHARI
REALTY

Exhibit A

Commission Rate Schedule

Owner agrees that Broker shall earn a full commission (the "Commission") calculated in accordance with the Commission Rate Schedule below, and Owner shall pay such Commission for lease terms of five (5) years or more as follows:

- Fifty percent (50%) upon execution of the Lease (the "First Installment Date"); and
- Fifty percent (50%) on the date that is two (2) months following the rent commencement date (the "Second Installment Date").

The payment of each Commission installment shall be subject to Tenant not being in monetary default under the Lease. In the event Tenant is in monetary default of its obligations to pay rent under the Lease, any applicable Commission installment(s) shall be withheld until such default has been cured.

In the event of a co-brokerage arrangement, Owner shall not be responsible for paying any outside broker pursuant to a separate agreement unless otherwise agreed to in writing by Owner.

For purposes of calculating the Commission, the following percentages shall be applied to the fixed rent payable under the Lease, including any fixed rent escalations, for the applicable lease year, subject to the terms and conditions of this Agreement.

Lease Terms of Five (5) Years or More

The 1st year	6%
The 2nd - 3rd years	5%
The 4th - 5th years	4%
The 6th - 10th years	3%
The 11th - 15th years	2%
The 16th Year through the remainder of the Lease Term	1%

Pop-Up Leases (6 Months or Less)
For lease terms of six (6) months or less ("Pop-Up Leases"), the Commission shall be fifteen percent (15%) of the total rent payable for the entire lease term, payable in one installment upon Lease execution.

Short-Term Leases (More than 6 Months through 12 Months)
For lease terms greater than six (6) months and up to twelve (12) months ("Short-Term Leases"), the Commission shall be ten percent (10%) of the total rent payable for the entire lease term, payable in one installment upon Lease execution.

Lease Terms of Thirteen (13) Months through Four (4) Years
For lease terms of thirteen (13) months through four (4) years, the Commission shall be Eight percent (8%) of the total rent payable for the entire lease term, payable in one installment upon Lease execution.