

**PROJECT MARKETING EXCLUSIVE SALES
AGENCY AGREEMENT**

THIS AGREEMENT (this "Agreement") is made as of November 13, 2018 between [REDACTED] Development, a NY based development firm, having an office at 34-18 Northern Boulevard, #25, Long Island City, NY 11101 ("Owner"), and [REDACTED] City Ventures LLC d/b/a Modern Spaces, a New York limited liability company, having an office at 47-42 Vernon Boulevard, Long Island City, NY 11101 ("Agent").

WITNESSETH:

WHEREAS, Owner plans to erect a condominium building, its name to be determined, (the "Building") located at [REDACTED] Street, 45-26 [REDACTED] Street, Long Island City NY, and further plans to sell condominium units therein (the "Units") pursuant to an offering plan (the "Plan") to be filed with the Attorney General of the State of New York pursuant to Section 339 of the New York State Real Property Law; and

WHEREAS, Owner desires to engage, retain and authorize the Agent to serve as the sole and exclusive sales agent with the exclusive right to sell the Units and perform the services hereinafter set forth; and

NOW THEREFORE, in consideration of the terms and conditions, mutual benefits and covenants set forth in this Agreement, and for other good valuable consideration, the mutual receipt and legal sufficiency of which is hereby acknowledged, Owner and Agent hereby agree as follows:

1. Agency

(a) Owner hereby appoints Agent as its sole and exclusive marketing and sales agent for sale of the Units and grants to Agent the exclusive right to perform the services set forth herein. Agent hereby accepts such grant and agrees to use commercially reasonable efforts to perform such services. Owner will provide Agent with copies of the Plan and all amendments. Agent represents and warrants that it is licensed as a real estate broker in the State of New York and will continue to be so for the term of this Agreement.

(b) Agent shall appoint Eric Benaim to supervise the sale of Units.

(c) Agent will appoint, in its discretion, a dedicated on-site agent to conduct the sale of Units (the "On-Site Agent").

2. Term. The term of this Agreement shall be two (2) year(s) from the date Temporary Certificate of Occupancy is obtained, or until terminated as provided in Section 6 of this Agreement. Notwithstanding, if during the term of this Agreement, Agent is instructed by [917887.1 }