

EXCLUSIVE SALES AND MARKETING AGREEMENT

Exclusive Sales and Marketing Agreement (this "Agreement") made as of this 25th day of July 2014 (the "Effective Date"), between **CORE GROUP MARKETING LLC**, having an office at 104 Fifth Avenue, 17th Floor, New York, NY 10011 ("Broker") and [REDACTED] York, New York 10013 ("Owner").

WITNESSETH

WHEREAS, Broker has experience in the development and implementation of marketing and sales programs in connection with the development of residential real estate;

WHEREAS, Owner owns certain real property located at and known as [REDACTED] West 19th Street, New York, New York (the "Property");

WHEREAS, , Owner intends to develop the Property and submit the Property to the condominium form of ownership, all in accordance with the New York Condominium Act and the rules and regulations promulgated by the New York State Department of Law, office of Attorney General ("Department of Law");

WHEREAS, Owner wishes to appoint and engage Broker as exclusive sales agent for the sale of the Units (as defined below) (the "Project"), subject to the limitation of the number of Units to be subject to this Agreement as set forth in Sections 2 and 5 below and Broker is willing to be so appointed and engaged; and

WHEREAS, the parties wish to set forth their mutual understanding regarding the respective services to be provided and other terms and conditions, including the compensation to be paid to Broker.

NOW THEREFORE, it is agreed as follows:

1. Owner's Representations. Owner represents that it is the owner of the Property and shall be the sponsor (the "Sponsor") of the proposed Project. Owner further represents that it is the sole entity with the rights to develop the Property and the Project and to offer the Property for sale as condominium units (each and collectively, as the context may require, a "Unit" except that the definition of Unit shall not include the commercial space (identified as the gallery space). For clarification and not limitation, the term Units shall only include the residential condominium units at the Property. The foregoing and any other provision of this Agreement notwithstanding, Owner always shall retain the right to change the number of Units, the configuration of Units, and the size of the Units and overall Project without any liability in any respect hereunder or otherwise to Broker.
2. Term. Subject to the terms hereof, Owner grants to Broker the sole and exclusive right to market and sell no more than six (6) of the projected ten (10) residential Units to