

*Fully executed copy***EXCLUSIVE SALES AND MARKETING AGREEMENT**

Exclusive Sales and Marketing Agreement (this "Agreement") made as of this 30th day of March, 2015 (the "Effective Date"), between **[REDACTED] GROUP MARKETING LLC**, with an address at 104 Fifth Avenue, 17th Floor, New York, NY 10011 ("Broker") and **[REDACTED] 50 [REDACTED] STREET LLC**, with an address c/o Tamarkin Co., 56 West 22nd Street, 5th Floor, New York, NY 10010 ("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 in the City of New York;

WHEREAS, Owner owns certain real property located at and known as **[REDACTED] 50 [REDACTED] Street**, New York, New York 10001 (the "Property");

WHEREAS, Owner is in the process of constructing a twelve (12) story residential building, with ground floor retail at the Property and converting the Property to a condominium regime of ownership (the "Project"), in accordance with 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 residential Units (as defined below) pursuant to the provisions of this Agreement 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, in this Agreement.

NOW THEREFORE, it is agreed as follows:

1. **Owner's Representations.** Owner represents that it is the owner of the Property and is, and shall be, the sponsor (the "Sponsor") of the proposed Project. Owner further represents that, as of the date hereof, it is the sole entity with the rights to develop the Property and the Project and to offer the Property, as converted, for sale as condominium units. The residential condominium units at the Project are each and collectively, as the context may require, referred to herein as a "Unit".
2. **Term.** Subject to the terms hereof, including Owner's right to sell two Units to "friends and family" pursuant to section 5, Owner grants to Broker the sole and exclusive right to market and sell all of the Units during the term of this Agreement (the "Term"). The Term shall commence on the date hereof and shall continue in full force and effect for