

**EXCLUSIVE RENTAL AND MARKETING AGREEMENT**

2211 Third Avenue, New York, NY 10035

*February*  
**EXCLUSIVE RENTAL AND MARKETING AGREEMENT**, (hereinafter "Agreement") made as of the 6 day of ~~January~~, 2018, by and between [REDACTED] Avenue Mazal LLC ("Owner"), having an address c/o HAP Investments LLC, 3 East 54<sup>th</sup> Street, New York, NY 10022 and [REDACTED]s ("Broker") having an address at [REDACTED] Avenue, 3<sup>rd</sup> Floor, New York, New York 10011.

WITNESSETH:

**WHEREAS**, Owner is the owner of the real property (the "**Land**") and building (the "**Building**") located at 2211 Third Avenue, New York, NY 10035.

**WHEREAS**, Owner has developed the Building as a rental building (the "**Project**") consisting of approximately one hundred (100) residential rental apartment units (each, a "**Unit**"), as well as storage, parking or other related facilities;

**WHEREAS**, the Units will be offered for rent to third parties (each, a "**Lessee**") in accordance with certain rental agreements (the "**Lease**"); and

**WHEREAS**, Owner wishes to engage Broker for the purpose of providing planning and design, marketing, market research and leasing services with respect to the Units, and Broker desires to accept such engagement, subject to the terms and conditions hereinafter set forth.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

1. **Engagement**. Owner hereby retains Broker as the exclusive marketing and leasing agent for the Project, with the exclusive right to rent the Units on the terms and conditions set forth herein. Broker accepts such retention and agrees diligently and continuously throughout the Term (as hereinafter defined) hereof to perform the services set forth in this Agreement, in accordance with the terms and conditions of this Agreement. The parties acknowledge and agree that a Commission (as defined herein) shall be due and payable to Broker on the initial leasing by Broker of all Units during the Term (as defined herein) of this Agreement. Unless otherwise agreed to by the parties in writing, no Commission shall be due and payable to Broker by Owner on any renewal lease signed on a Unit or if a lessee for which Broker received a Commission in connection with the leasing of a Unit relocates to a different Unit during the Term hereof.

2. **Cooperation of Owner**. Throughout the Term of this Agreement, Owner shall: (i) refer to Broker all inquiries or offers received by Owner in connection with the rental of any Unit; (ii) designate a representative who shall: (a) be reasonably accessible to Broker's licensed agents and the other independent contractors of Broker who will be involved in the rental and/or marketing of the Units and (b) have authority to render decisions promptly and