

**EXCLUSIVE MARKETING AND SALES  
AGENCY AGREEMENT**

[REDACTED] Kent Avenue  
Brooklyn, NY

THIS EXCLUSIVE MARKETING AND SALES AGENCY AGREEMENT is made as of the 6 day of Sept 2013 by and between [REDACTED] KENT DEVELOPMENT, LLC a Delaware limited liability company, having an office at 150 East 52nd Street, New York, New York, 10022 ("Owner"), and [REDACTED] PROPERTY DEVELOPMENT MARKETING, LLC, a New York limited liability company, having an office at 831 Broadway, New York, New York, 10003 ("Agent").

**WITNESSETH:**

**WHEREAS**, Owner intends to construct a building located at [REDACTED] Kent Avenue, Brooklyn, NY (the "Project"). The Project is intended to be sold for condominium ownership pursuant to an offering plan (the "Plan") to be accepted for filing by the Attorney General of the State of New York pursuant to Section 339 of the New York State Real Property Law; and

**WHEREAS**, Owner, on behalf of itself and any other entity under its control which becomes the sponsor under the Plan, desires to employ Agent as its exclusive Marketing and Sales Agent with the exclusive right to sell all of the residential units (excluding the superintendant's unit), including all storage and staff units, if any, in the Project, but excluding any commercial units (collectively, the "Units") and perform to the services hereinafter set forth;

**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 Exclusive Marketing and Sales agent for the Units and grants to Agent the exclusive right to perform the services set forth herein, subject to the terms and conditions hereinafter set forth, and the Agent hereby accepts such grant and agrees to utilize the full resources and commercially reasonable efforts of its organization in an effort to perform the services to be rendered by it hereunder. Agent hereby agrees to diligently perform its duties and obligations under this Agreement in a manner at least equal to the standard of care and quality of services rendered by other first-class companies performing the same or similar type services in connection with the marketing and sale of first-class residential condominium units in New York, New York. Any commercial and retail portions of the Project are expressly excluded from this Agreement. 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 Stephen G. Kliegerman & Roberta Benzilio to supervise sales and Agent's sales agents and staff dedicated to the Project (collectively, the "Sales Team"). Owner may require any member of the Sales Team to be replaced for any reason on 10 days prior written notice. Agent shall not change members of the on site Sales Team without Owner's consent. Agent shall appoint William Ross & Stephen G. Kliegerman to supervise the pre-development planning, unit mix and overall layouts of the project.