

DEVELOPMENT AGREEMENT

AGREEMENT made as of this 5 day of November 2019 by and between 1 [REDACTED] [REDACTED] Street Brooklyn, New York 11215 ("**Owner**"), and [REDACTED] [REDACTED], LLC ("**Developer**"), a New York limited liability company [REDACTED] [REDACTED], New York, New York 10017 (the "**Agreement**").

RECITALS

A. Owner solely owns the fee simple in the real property located in Brooklyn, New York more fully described in Exhibit A attached hereto (the "**Property**"), and located at the address of [REDACTED] [REDACTED] Brooklyn, New York;

B. Owner proposes to demolish the Existing Improvements (as hereinafter defined) and, in lieu thereof, construct on the Property a residential apartment building which comports with the Scope (as hereinafter defined) (all such work, collectively, the "**Project**");

C. Owner acknowledges that a lender or lenders providing funds for the Project may require newly forming a single-purpose entity acceptable to such lender or lenders that will own the Property and all the rights associated to the Project (the "**Company**");

D. Developer is not the owner of the Property. Upon signing of this Agreement, Developer shall be granted and entitled to receive a distribution of fifteen percent (15%) of the value of the completed Project (the "**SCPD Equity**") within fourteen (14) days after the Project is finally complete (as more fully set forth in Exhibit B).

E. Owner desires to retain Developer to act as developer of the Project and, in connection therewith, to render services, including, but not limited to, planning, overseeing, coordinating and supervising the development and construction of the Project (respectively, the "**Project Development Service**" and the "**Construction Management Service**"), marketing and placing financing related to the Project (the "**Project Financing Service**") more fully stipulated under 2.3 hereof; and

F. Developer is willing to provide the aforesaid services upon the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the premises and the mutual covenants in this Agreement, Owner and Developer agree as follows:

ARTICLE 1 DEFINITIONS.

1.1 For purposes of this Agreement the following terms shall have the meanings set forth below:

1.1.1 An "Affiliate" shall mean (i) any officer, director, general partner, manager, employee, trustee, member or shareholder of Developer, (ii) any corporation, partnership, trust, limited liability company or other entity controlling, controlled by or under common control with Developer or a