

INTERNATIONAL REFERRAL AGREEMENT

REFERRAL AGREEMENT

Agreement made this ____ day of _____ month of 2014 by and between Michael Strauss-Cassel ("MSC") with offices at Douglas Elliman, 575 Madison Avenue, New York, NY 10022 and Maria Eugenia Villegas Puga (Referral Agent), with offices at Proa Inmobiliaria, Santiago, Chile.

1. Referral Agent agrees to refer to "AGENT" potential Seller Mr. Juan Pablo Molyneaux to list his property in Manhattan, NY, USA.

2. MSC agrees to pay "Referral Agent" a referral commission based on 25% of the action side of the commission received by "MSC" on that particular transaction where the referral resulted from a referral from "Referral Agent".

3. With reference to paragraph 2. of this agreement, Action Side shall refer to the net commissions accrued to "AGENT" as the exclusive listing broker and not to the total commission received by "Douglas Elliman". For the purpose of this agreement "AGENT's" commission rate shall be calculated at 50% to AGENT and 50% to Douglas Elliman of the total commission received by Douglas Elliman.

4. Referral Agent must follow a referral registration process. The referral registration process will be simple; Upon referral agent identifying a referral for "AGENT", referral agent will contact "AGENT" by telephone, email, or fax. Referral Agent will make an appointment for referral client, or his real estate representative, and will disclose the name of the referral seller, landlord, and purchaser or tenant as the case may be. AGENT will immediately confirm via fax or email the Referral.

5. Referral Agent shall not be construed to be an agent for, or a joint venture, partner, or employee of MSC or Douglas Elliman. The Referral Agent shall at all times remain an independent contractor pursuant to this agreement and Referral Agent's engagement hereunder shall be solely for the purpose of providing Referrals, and related services.

6. This agreement may be terminated by either party with ten (10) days prior written notice to the other for any reason or no reason at all, after which neither party shall have no further obligation to the other except that MSC and Douglas Elliman shall be obligated to pay Referral Agent for consulting services rendered by Referral Agent through the date of termination.

7. Referral Commissions shall be paid to Referral Agent upon MSC and Douglas Elliman receiving payment of commissions in which Referral Agent referred the purchaser or tenant

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and after the commission funds clear the bank account MSC and Douglas Elliman, but not later than 5 business days from this event.

7. This Agreement shall in all respects be binding upon each of the parties hereof, and their respective heirs, administrators and assigns.

8. This Agreement shall be deemed to have been made under, and shall be governed by, the laws of the State of New York applicable thereto including matters of construction, validity and performance without application of the principles of conflicts of laws. In the event that any provision or provisions hereof shall at any time be deemed to be invalid or unenforceable, the other terms and provisions shall not be affected thereby, and shall remain in full force and effect.

9. This Agreement cannot be changed, modified or amended orally and can only be modified or changed in writing signed by the parties to this agreement.

9, a. We shall have no liability to you or to any prospective seller, purchaser or tenant procured by you for: (i) any act, error, omission, misrepresentation or default by the owner of the Exclusive Property; (ii) any change in the terms of sale or rental of the Exclusive Property Listing by its owner from our initial submission to you; (iii) any prior sale or lease of the Exclusive Property; or (iv) the withdrawal of the Exclusive Property Listing from the sale or rental market by its owner. We have no obligation to enforce any commission claim on your behalf. A commission will be earned by you only if; (i) title to the Exclusive Property has passed to such purchaser pursuant to a fully executed contract of sale; or a fully executed Lease for the Exclusive Property is unconditionally delivered to Landlord and Tenant and (ii) we have received the commission payable to us in accordance with our exclusive listing agreement with the owner of the Exclusive Property, or the Tenant, and the check in payment of such commission has cleared.

9, b. This referral agreement is also subordinated to our standard Annual Co-broke agreement and the terms contained therein. A copy of our Annual Co-Broker Agreement is attached herewith for your reference.

11. This Agreement contains the entire agreement and understanding of the parties who hereby acknowledge that all prior oral or written representations, understandings and agreements had between the parties hereto with respect to the subject matter of this agreement are merged herein.

13. The terms "herein", "hereof", "hereunder" and words of similar import mean and refer to this Agreement as a whole and not merely to the specific paragraph or clause in which the respective word appears unless expressly so stated. The terms "include", "including", and "such as" shall be construed as if followed by the phrase "without being limited to" or "without limitation."

If the above terms and conditions meet with your approval, please sign where indicated below.

BY: **MICHAEL S. STRAUSS-CASSEL**

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OF DOUGLAS ELLIMAN REAL ESTATE

Michael Strauss-Cassel (“MSC”)

Associate Broker

DOUGLAS ELLIMAN REAL ESTATE

Maria Eugenia Villegas Puga (Referral Agent)

President

Proa Inmobiliaria, Santiago, Chile

Referral Agent, Name

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