

JMS

WILLIAMS & WILSON GROUP INC.
LICENSED REAL ESTATE BROKERS

Date October 1, 2007

John & Claude Simon
160 Madison Ave
New York, New York 10016

Re: 160 Madison Ave 6th Floor

Dear John or Claude Simon:

Through our Commercial Brokerage Department, you have employed Marc Williams of the Williams & Wilson Group as a real estate broker with an "Exclusive Right-To-Rent" agreement for the rental of the above captioned property. The terms of this agreement are as follows:

1. This agreement shall be effective as of **October 1, 2007**. It shall continue in full force and effect until **January 1, 2008**
2. Marc Williams of the Williams & Wilson Group is authorized to offer the property for lease at a price of **\$8,400.00** per month or **\$40.32 per sq ft.**
3. We will offer this office space through our own organization and direct and oversee its lease. We will report to you so that you are informed of all pertinent developments.
4. As part of our marketing campaign we will advertise the property at our own expense.
5. You hereby authorize us to solicit the cooperation of other licensed real estate brokers who will act as agents for their prospective tenants and to work with them on a cooperating basis. If another broker presents a client and closes the deal they will be entitled to full commission and Williams & Wilson Group Inc. will be entitled to ½ a commission.
6. We will arrange whatever appointments may be necessary to show the property to prospective renters at times convenient to you.
7. We will handle all negotiations and submit to you any offers that we receive.

8. You agree to refer all inquiries concerning the rental of the property to us. In the event you rent the property yourself, or through another broker, during our exclusive period, you agree to pay Marc Williams of the Williams & Wilson Group commercial rates of 5% for first year, 5% for the second year, 4% of the third year, 3% of years four & five, 2.5% for years six through ten, 2% of year 11 thru 20 and 1% thereafter of the annual rent.
9. This agreement shall bind and benefit the personal representatives, successors or assigns of the parties. This agreement may not be changed, rescinded, or modified except in writing, signed by both parties.
10. You hereby acknowledge that we have informed you of your obligations under the Lead Paint Disclosure Law (42 U.S.C. 4852(d)) and that you are aware of your responsibility to ensure compliance therewith.

If the above is in accordance with your understanding, you will please note your acceptance thereof by signing and returning to us the duplicate copy of this letter.

Sincerely,

WILLIAMS & WILSON GROUP INC.

Marc Williams - BROKER

AGREED & ACCEPTED

John Simon or Claude Simon
160 Madison Ave

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ADDENDUM TO LISTING AGREEMENT

- 1) We agree for the commission to be paid $\frac{1}{2}$ at signing of lease and remaining payment to be paid second month on the 15th after the concession period ends. This agreement will be structured and agreed between the owners and the management of Williams & Wilson Group Inc.

OFFICE LEASES

On the rental for all or any fraction of:

The first year 5%
The second year 5%
The third year 4%
The fourth & fifth year 3%
The sixth through tenth year 2.5%
The eleventh through twentieth years 2%
The twenty-first year and beyond 1%

11/10/86
1968.71
1937.71
1980
W.M. W.
K.W. W.