

**Prudential Douglas Elliman** Real Estate

April 5, 2010

Claude Simon
160 Madison Avenue, 7th floor
New York, NY 10016

RE: 160 Madison Avenue

Dear Mr. Simon:

Through Ilan Bracha and the Bracha Group of our Commercial Brokerage Department, you, the Principal, have employed Douglas Elliman ("Agent" or "We") as a real estate broker with the exclusive rights to lease or sell the above-captioned property (the "Property") on the following conditions:

1. The Agent pay all advertising and marketing costs.
2. We are authorized to offer the property for sale at a price of \$13,500,000 and for lease as follows:
 - a. Office floor 4 (front) at \$2,700/mo
 - b. Office floor 4 (rear) at \$2,500/mo
 - c. Office floor 5 (entire) at \$7,300/mo
 - d. Ground floor retail at \$17,500/mo
3. On and after the effective date hereof, and thereafter during the term of this agreement, you agree to refer to Agent all offers and inquiries regarding the Property, and Agent agrees diligently to investigate and develop such offers or inquiries and to canvass, solicit and otherwise employ its services to endeavor to lease or sell the Property.
- 4a. You agree to pay and Agent agrees to accept as full compensation for its services a brokerage commission equal to:
 - a. 3% of selling price
 - b. The following lease transactions:

6% for the first year or any fraction thereof.

5% for the second year or any fraction thereof.

4% for the third year up to and including fourth year.

3% for the fifth year up to and including the eighth year.

2.5% for the ninth year up to and including the tenth year.

2% for the eleventh year up to and including the twentieth year.

1.5% for the twenty-first year and beyond.

If the lease contains an option(s) for the tenant to extend the term, and the tenant exercises such option(s), upon such exercise of the option by the tenant, additional brokerage commission will be immediately due to Agent, to be calculated as if the first year of such option were the next year after the term of the original lease (and preceding option(s) if applicable).

- 4b. The brokerage commission which would be earned is to be paid as follows:

Under 4a. (a.) Upon closing of the sale of the Property.

Under 4a. (b.) 50% of the commission upon lease start date, 25% of the commission 4 months after lease start date, 25% of the commission 8 months after lease start date.

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AT THE TIME OF CLOSING, YOU MAY BE REQUIRED TO DEPOSIT THE BROKER'S COMMISSION WITH THE COUNTY CLERK IN THE EVENT THAT YOU DO NOT PAY THE BROKER HIS OR HER COMMISSION AS SET FORTH HEREIN. YOUR OBLIGATION TO DEPOSIT THE BROKER'S COMMISSION WITH THE COUNTY CLERK MAY BE WAIVED BY THE BROKER.

4c. In the event any lease or sale is not executed by both Principal and the tenant/buyer for any reason whatsoever, no commission shall be due and payable under this agreement.

4d. [Provision for commission if Property sold to a tenant procured by Agent.

5. Agent is authorized to and shall use the services of outside brokers. If a licensed real estate broker other than Agent is the effective procuring cause of any lease or sale, Principal will pay Agent the commission set forth in paragraph 4a. and Agent will pay such other broker an amount it shall negotiate with such other broker and will retain the remaining amount as Agent's compensation. In no event shall the Principal be liable for a commission greater than that set forth in paragraph 4a..
6. The appointment under this agreement of Agent as sole and exclusive agent for the rental or sale of the Property shall become effective as of the date of execution hereof and such appointment hereunder shall remain in full force and effect for 180 days.
7. If within six (6) months from the termination of this agreement, Principal enters into a transaction with any prospect with whom negotiations are pending at the time of such termination as set forth on a list to be furnished to Principal by Agent within ten (10) business days after the termination of this agreement, Principal will pay Agent the commission as outlined in this agreement as if this agreement was not canceled.
8. This agreement contains the entire understanding of the parties and it may not be changed or modified orally but only by written instrument signed by duly authorized officers of the parties hereto.
9. This agreement shall be binding on the parties hereto, their successors and assigns, except that this agreement shall not be assigned by Agent without Principal's prior written consent.
10. In the event of a sale, conveyance or other disposition of any portion of Principal's interest in the Property, the Principal shall remain responsible to pay Agent the commissions due and which may thereafter become due hereunder, unless Principal shall obtain from the grantee of its interest and deliver to Agent, an agreement, in form and substance and from a party reasonably acceptable by Agent and whereby the grantee assumes Principal's obligations hereunder, in which event the Principal shall be relieved of its obligation hereunder, which are so assumed by the grantee.
11. Principal represents to Agent that Principal owns the Property and has the authority to execute this agreement and to effectuate a conveyance or lease of the Property at the terms set forth in this agreement or such other terms the Principal may agree upon.
12. Principal will provide to Agent, within ten (10) business days of signing this agreement, a list of names of prospective purchasers of which the Principal has already had discussions regarding the sale of the Property. Within ~~three (3)~~ ⁶ months of the date on this agreement, should a purchaser from the provided list enter into a contract for the sale of Property, Agent will not be due any commission set in this agreement. Upon receipt of list, both Principal and Agent shall sign the list to confirm the final set of names to be included and the list shall not be altered thereafter.

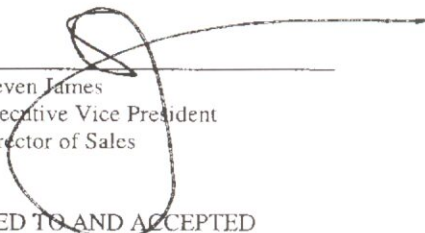
see nettt page for list


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13. Principal permits Agent to install marketing signage on the Property's façade so that it is visible for foot traffic. Prior to installment, Agent will discuss with Principal the design and placement of such signage.

Very truly yours,
Douglas Elliman, LLC.

By: 
Steven James
Executive Vice President
Director of Sales


Ilan Bracha
Managing Director

AGREED TO AND ACCEPTED

By: 
Claude Simon

524-2010
Date

ILB

Prospects for sale:
(ANTHONY NOTO)
Anthony Noto, his company,
successors or assigns or any
developer of Madison Ave,
west side of street, between
32nd & 33rd.
Claude Simon