



WINICK REALTY GROUP

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Winick 2009 Exclusive Agreement

July 1, 2009

Alexander Winick
20 East 49th Street, LLC
216 East 49th Street
New York, New York 10017

Re: Retail Space located at 250 East 49th Street a/k/a 919 Second Avenue, New York, New York, 10017 in the "Alexander Condominium" (referred to as "the Premises")

Dear Alexander:

This Agreement confirms that 20 East 49th Street, LLC ("Owner") appoints Winick Realty Group LLC ("Broker") as exclusive agent and grants to Broker the exclusive right to lease the above Premises.

Broker represents and warrants to Owner that it is a duly licensed real estate broker in the State of New York and will maintain such license in good standing for the term of this Agreement.

Broker's appointment as sole and exclusive agent shall be upon the following terms and conditions:

1. The term of this Agreement shall commence on June 1, 2009 and shall expire on November 30, 2009; and shall continue thereafter on a month-to-month basis unless terminated in writing by Owner upon thirty (30) days' prior written notice to the Broker.
2. Broker shall advertise the Premises, prepare and secure special plans, signs, brochures, circulars, or other forms of advertising (including broker parties) (hereinafter "Advertising"), subject to Owner's prior written approval thereof, at the Broker's cost and expense. Broker further represents that it shall guaranty a minimum amount of Two Thousand Five Hundred Dollars (\$2,500.00) shall be spent on said Advertising. The total advertising budget is to be determined and all marketing and advertising will be paid by Broker; if Owner requires a "broker party" marketing event, then the Owner shall pay for the cost thereof which costs shall be pre-approved by Owner. All advertising for the Premises prepared or issued by Broker shall identify Broker as the exclusive agent.
3. During the term of this Agreement, Owner shall refer to Broker all inquiries and offers received with respect to the Premises regardless of the source of such inquiries or offers.
4. In the event that at any time during the term of this Agreement a lease, upon any terms acceptable to Owner (hereinafter the "Lease"), is consummated with an entity who was procured by Broker, or by Owner, or by any other person, Owner shall pay to Broker one full commission (the "Commission") computed and payable in accordance with the provisions of Schedule A annexed hereto. However, any lease entered into by Owner and parties listed on Schedule B or their affiliates