

May 5, 2010

Jeffrey Epstein  
9 East 71<sup>st</sup> Street  
New York, NY 10021

RE: 9 East 71<sup>st</sup> Street  
House Right-to-Sell Agreement

Dear Mr. Epstein:

As you know, Brian Manning has identified Steven A. Cohen as a prospective buyer (the "Prospective Buyer") who is interested in purchasing the above-referenced private residence (the "Property"). We are confident that the Prospective Buyer has the financial means to close any transaction that you would deem acceptable. The Prospective Buyer wishes to tour the Property. We will disclose the name of the Prospective Buyer to you 24 hours prior to the tour. It is company policy to have a "right-to-sell" agreement executed in advance of a property tour.

Terms:

Through Brian Manning, you recognize Brown Harris Stevens Residential Sales, LLC as a real estate broker with a right-to-sell the Property.

1. This Agreement does not create an exclusive right-to-sell the Property and we acknowledge that we are not being retained to market the Property to anyone other than the Prospective Buyer.
2. This Agreement shall be effective as of April 30, 2010, and shall continue in full force and effect until June 30, 2010.
3. We are authorized to offer the property for sale at a price of \_\_\_\_\_.
4. If the property is sold pursuant to this Agreement, our commission to be paid by you will be four percent (4%) of the total sale price. This commission will be due and payable at the closing whenever that takes place.
5. We will coordinate with Richard Kahn to arrange whatever appointments may be necessary to show the Property to the Prospective Buyer and/or his representatives.

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- 6. We will submit to you any offers that we receive.
- 7. 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 This Agreement may not be changed, rescinded, or modified except in writing, signed by both parties.
- 8. 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.
- 9. In the event that you become legally entitled to retain any deposit paid to you pursuant to a signed Contract of Sale by a person introduced during the term of this Agreement, you agree to pay four percent (4%) of that amount to Brown Harris Stevens.
- 10. You represent that you are the owner of the property or you are authorized by the owner of the Property to enter into this Agreement and sell the Property.
- 11. Our company conducts business in accordance with all federal, state and local fair housing laws. It is our policy to provide housing opportunities to all persons regardless of age, citizenship, color, familial status, handicap, marital status, national origin, occupation, race, religion, sex or sexual orientation.
- 12. Brown Harris Stevens represents you, the seller.
- 13. This Agreement applies only to our dealings with the Prospective Buyer and/or any trust or special purpose entity utilized by the Prospective Buyer to acquire the Property.

This matter is being handled with the utmost discretion. Please initial each page and sign below to acknowledge your consent and return a duplicate copy to me.

Very truly yours  
Brown Harris Stevens Residential Sales, LLC,

ACCEPTED & AGREED:

BY: \_\_\_\_\_  
Jeffrey Epstein

DATE: \_\_\_\_\_

BKR - 9/26/06 - A01-c

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INITIAL