

111 WEST 57TH JDS LLC
c/o JDS Development Group
104 Fifth Avenue, 9th Floor
New York, New York 10011

April __, 2015

ARED 57 ST LLC
c/o Aurelian Development LLC
302 Fifth Avenue, 8th Floor
New York, New York 10019
Attention: Maxim Serezhin

Re: Consulting Agreement with respect to 111 West 57th Street, New York, New York
("Steinway")

Dear Maxim,

Reference is hereby made to (i) that certain Promissory Note dated as of the date hereof made by 111 West 57th JDS LLC (the "**Company**") in favor of Valery Kazikaev in the principal amount of \$2,000,000 (the "**Note**"). Capitalized terms used but not defined herein have the meaning ascribed to such terms in the Note.

The parties to this Letter Agreement (this "**Letter Agreement**") hereby agree as follows:

1. ARED 57 ST LLC (the "**Consultant**") facilitated the lending facility evidenced under the Note.

2. In consideration for such facilitation, the Company shall pay to Consultant an amount equal to One Hundred Sixty-Six Thousand Six Hundred Sixty-Six Dollars (\$166,666.00) (the "**Consultant Payment**") payable, by wire transfer in accordance with the wire instructions set forth on Exhibit A, attached hereto, as follows:

- a. Thirty-Three Thousand Three Hundred Thirty-Three Dollars (\$33,333.00) within three (3) Business Days after the Note is funded;
- b. Thirty-Three Thousand Three Hundred Thirty-Three Dollars (\$33,333.00) payable in monthly installments during the construction period, which period shall commence on the date that the construction loan is funded and ending on the date that is the twenty fourth (24th) month thereafter; and
- c. One Hundred Thousand Dollars (\$100,000) within thirty (30) days of the date the Company has received a twenty percent (20%) internal rate of return on its direct or indirect aggregate capital contributions to 111 West 57th Partners LLC (the "**Exit Payment**"). The parties hereto agree that all repayments made by the Company, as maker, pursuant to the Note and

those certain additional Promissory Notes entered into by the Company, as maker, and for which similar consulting agreements have been entered into, shall be excluded for purposes of calculating the 20% internal rate of return set forth in this Section 2(b).

3. In the event the Note is not prepaid on or before the Maturity Date, then this Letter Agreement shall automatically terminate and the Company shall not have any obligation to pay the Consultant all or any portion of the Exit Payment in accordance with Section 2(c) of this Letter Agreement.

This Letter Agreement shall be governed by, and construed in accordance with, the internal laws of the State of New York.

This Letter Agreement may be executed in one or more counterparts, each of which when so executed and delivered shall be deemed an original, but all of which, taken together, shall constitute but one and the same instrument. The exchange of copies of this Letter Agreement, any amendments hereto, any signature pages required hereunder or any other documents required or contemplated hereunder by facsimile or Portable Document Format ("PDF") transmission shall constitute effective execution and delivery of same as to the parties thereto and may be used in lieu of the original documents for all purposes. Signatures transmitted by facsimile or PDF shall be deemed to be original signatures for all purposes.

Neither party hereto shall assign its rights and/or obligations under this Letter Agreement without the prior written consent of the other party.

[Signatures Follow]

Regards,

111 WEST 57TH JDS LLC,
a Delaware limited liability company

By: 

Name: Michael Stern

Title: Authorized Signatory

[Signatures Continue on Following Page]

ACKNOWLEDGED AND AGREED TO:

ARED 57 ST LLC,
a Delaware limited liability company

By: _____
Name: Maxim Serezhin
Title: Authorized Signatory

EXHIBIT A

Wire Instructions