

March 12, 2015



Agreement between The Villani Group, LLC, (hereinafter "TVG"), 747 Third Avenue, 25<sup>th</sup> Floor, New York, NY 10017 and HFZ 90 Lexington Avenue Owner LLC (90 Lcx), (hereinafter "CLIENT"), c/o HFZ Capital Group, 600 Madison Avenue, 15th Floor, New York, NY 10022.

1. TVG hereby agrees to provide media planning services for CLIENT. Services will include making all reservations, negotiating the best rates and securing best positions whenever possible. When negotiating media buys, TVG will look for added value, such as edit opportunities. TVG shall coordinate the release of all advertising materials with CLIENT'S creative agency to ensure that all deadlines are met. In compensation for these services, TVG will receive a commission of 15% of the actual cost of the gross media.
2. All media placement invoices will be forwarded directly to CLIENT for payment. Pre-payment may be required by some publications until credit is established. Once credit is established, payment can be made per the terms specified by each publication. Usually payment is due 15 - 30 days from receipt of invoice.
3. In cases where media publications will not invoice CLIENT directly, and TVG must assume payment to publication, CLIENT agrees to pre-pay TVG upon reservation. Alternatively, in some situations, reservations may be secured and payments may be made by TVG with the CLIENT's credit card. If for some reason TVG assumes payment to media on CLIENT behalf, CLIENT agrees to pay TVG upon receipt of TVG invoice for both media placement and commissions earned. Since most media invoices will be forwarded to CLIENT for direct payment to the publication, TVG will review same weekly to ensure proper rates are billed. If payment is not received from CLIENT for any media placements by its specified due date, TVG will have no responsibility for missed advertising opportunities or insertions, except for its gross negligence, willful misconduct or willful disregard. Receipt and/or payment of invoices on behalf of CLIENT should not imply final liability for advertisements placed. CLIENT will assume all responsibility for contract fulfillment where applicable. CLIENT is ultimately responsible for payment to vendor and for any and all charges related to insertions. TVG looks solely to CLIENT for payment and shall have no liability to vendor in terms of legal obligations, finance charges, or non-payment by CLIENT.

747 Third Avenue, 25<sup>th</sup> Floor, New York, NY 10017  
212-759-0670 Fax: 212-759-0674

EXHIBIT "A"