

CT15-00186-NY

This instrument was prepared
by and after recording
should be returned to:

King & Spalding LLP
1185 Avenue of the Americas
New York, New York 10036
Attn: Sebastian Kaufmann, Esq.

MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF
LEASES AND RENTS, FINANCING STATEMENT AND
FIXTURE FILING

BY

[REDACTED] TON [REDACTED] UE HOTEL, L.P.,
Mortgagor,

TO

[REDACTED] ANK [REDACTED] HE GIROZENTRALE,
as Agent and Mortgagee,

Relating to Premises in:

[REDACTED] Lexington Avenue
New York, New York
Block: 1303
Lot: 53

DATED: As of August 28, 2014

THE MAXIMUM PRINCIPAL INDEBTEDNESS WHICH IS SECURED BY
OR WHICH BY ANY CONTINGENCY MAY BE SECURED BY THIS
MORTGAGE IS \$53,000,000.00.

THIS MORTGAGE DOES NOT ENCUMBER REAL PROPERTY
PRINCIPALLY IMPROVED OR TO BE IMPROVED BY ONE OR MORE
STRUCTURES CONTAINING IN THE AGGREGATE NOT MORE THAN
SIX RESIDENTIAL DWELLING UNITS, EACH HAVING ITS OWN
SEPARATE COOKING FACILITIES.

**MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS,
FINANCING STATEMENT AND FIXTURE FILING**

This **MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS, FINANCING STATEMENT AND FIXTURE FILING** (this "**Mortgage**") is executed as of August 28, 2015, by **LEXINGTON AVENUE HOTEL, L.P.**, a Delaware limited partnership ("**Mortgagor**"), having an address of 150 East 58th Street, 39th Floor, New York, New York 10155, to **DEKABANK DEUTSCHE GIROZENTRALE**, as Agent for the Lenders (as such terms are defined in the Loan Agreement, which is hereinafter defined); and in such capacity, together with its successors and assigns in such capacity, "**Mortgagee**"), having an address of Mainzer Landstr. 16, 60325 Frankfurt am Main, Germany.

WITNESSETH:

WHEREAS, Mortgagor is the fee owner of that certain tract of land located in the County of New York, State of New York and being more fully described on Exhibit A attached hereto (the "**Land**");

WHEREAS, Mortgagor, the several Lenders (as defined in the Loan Agreement, which is hereinafter defined) from time to time party thereto, and Mortgagee, as Agent, are parties to that certain Loan Agreement, dated as of the date hereof (as the same may be amended, modified, restatement, extended, renewed or replaced from time to time, the "**Loan Agreement**"), which Loan Agreement provides, among other things, for a Loan to be made to Mortgagor in an aggregate principal amount not to exceed \$53,000,000.00; and

WHEREAS, it is a condition precedent to the Mortgagee's willingness to make the Loan that the Mortgagor enter into this Mortgage.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated into the operative provisions of this Mortgage by this reference, and for other good and valuable consideration, the receipt and adequacy of which are hereby conclusively acknowledged, Mortgagor and Mortgagee hereby agree to the terms and conditions of the Mortgage as hereinafter set forth:

**ARTICLE 1.
DEFINITIONS**

Section 1.1. **Definitions.** All capitalized terms used herein, but not defined herein, shall have the meanings given such terms in the Loan Agreement. As used herein, the following terms shall have the following meanings:

(a) "**Mortgaged Property**": All estate, right, title, interest, claim and demand whatsoever which Mortgagor now has or hereafter acquires, either in law or in equity, in possession or expectancy, of, in and to: