

**CONSOLIDATED, AMENDED AND RESTATED MORTGAGE,  
ASSIGNMENT OF LEASES AND RENTS,  
SECURITY AGREEMENT AND FIXTURE FILING**

THIS CONSOLIDATED, AMENDED AND RESTATED MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this “**Security Instrument**”) is made as of this 18<sup>th</sup> day of March, 2019, by [REDACTED] C, a New York limited liability company, having its principal place of business at 884 Eastern Parkway, Brooklyn, New York 11213 (“**Mortgagor**”), as mortgagor, for the benefit of [REDACTED] ER, LLC, a Delaware limited liability company, having an address at c/o Arena Investors, LP, 405 Lexington Avenue, 59<sup>th</sup> Floor, New York, New York 10174 (together with its respective successors and assigns, “**Mortgagee**”), as mortgagee.

**W I T N E S S E T H:**

A. Mortgagee is the present owner and holder of, and Mortgagor is the current obligor under, those certain promissory notes (collectively, the “**Existing Notes**”) described in Schedule I attached hereto and made a part hereof, secured by those certain mortgages (collectively, the “**Existing Mortgages**”) described on Schedule II attached hereto and made a part hereof, in the aggregate principal amount of TWENTY THREE MILLION AND NO/100 DOLLARS (\$23,000,000.00).

B. Simultaneously herewith, Mortgagee and Mortgagor are amending, restating and consolidating the Existing Notes into a single Consolidated, Amended and Restated Promissory Note, dated the date hereof, in the principal amount of TWENTY SIX MILLION AND NO/100 DOLLARS (\$26,000,000.00) (such Consolidated, Amended and Restated Promissory Note, together with all extensions, renewals, replacements, restatements or modifications thereof, being hereinafter collectively referred to as the “**Note**”) payable to Mortgagee.

C. This Security Instrument is given to secure a loan (the “**Loan**”) in the original aggregate principal sum of TWENTY SIX MILLION AND NO/100 DOLLARS (\$26,000,000.00) or so much thereof as may be advanced pursuant to that certain Loan Agreement, dated as of the date hereof, by and between Mortgagor and Mortgagee (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the “**Loan Agreement**”), and evidenced by the Note. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Loan Agreement.

D. Mortgagee and Mortgagor desire to amend and modify the terms of the Existing Mortgages pursuant to this Security Agreement to consolidate and coordinate the liens of the Existing Mortgages so that together they constitute a valid single first mortgage lien upon the Property (as defined below) and to evidence and secure the payment, fulfillment and performance by Mortgagor of each and every term and provision of the Loan Agreement.

E. Mortgagor desires to secure the payment of the outstanding principal amount of the Loan together with all interest accrued and unpaid thereon and all other sums due to Mortgagee in respect of the Loan (the “**Debt**”), all Additional Interest and the performance of all