

**CONSOLIDATED, AMENDED AND RESTATED PROMISSORY NOTE**

\$26,000,000.00

New York, New York  
March 18, 2019

FOR VALUE RECEIVED, [REDACTED] LLC, a New York limited liability company, having a mailing address at 884 Eastern Parkway, Brooklyn, New York 11213 (“**Borrower**”), hereby unconditionally promises to pay to the order of [REDACTED], 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 successors and assigns, “**Lender**”), or at such place as Lender may from time to time designate in writing, the principal amount of TWENTY-SIX MILLION AND 00/100 Dollars (\$26,000,000.00), or so much thereof as is advanced from time to time pursuant to that certain Senior Loan Agreement, dated as of the date hereof, by and between Borrower and Lender (as the same may be amended, modified, supplemented, replaced or otherwise modified from time to time, the “**Loan Agreement**”), in lawful money of the United States of America, with interest thereon to be computed from the date of this Consolidated, Amended and Restated Promissory Note (together with all extensions, renewals, replacements, restatements or modifications thereof, being hereafter collectively referred to as this “**Note**”) at the Note Rate (as defined in the Loan Agreement), and to be paid in accordance with the terms of this Note and the Loan Agreement. All capitalized terms not defined herein shall have the respective meanings set forth in the Loan Agreement.

This Note is intended to amend, restate and consolidate in their entirety those certain promissory notes (collectively, the “**Existing Notes**”) described on Schedule I attached hereto and made a part hereof, which Existing Notes are held by Lender.

The Existing Notes are hereby amended, restated and consolidated in their entirety by the terms set forth in this Note, and the debt evidenced thereby is hereby consolidated into one debt evidenced by this Note. The conditions contained in the Note shall supersede and control the terms, covenants, agreements, rights, obligations and conditions of the Existing Notes (it being agreed that the modification of the Existing Notes shall not impair the debt evidenced by the Existing Notes, which debt is included in and evidenced by this Note and does not constitute a separate or independent debt from that evidenced hereby).

**ARTICLE 1: PAYMENT TERMS**

Borrower agrees to pay the principal sum of this Note and interest on the unpaid principal sum of this Note and all other amounts due under the Loan Agreement and the other Loan Documents from time to time outstanding, at the rates and at the times specified in the Loan Agreement, and the outstanding balance of the principal sum of this Note and all accrued and unpaid interest thereon and all other amounts due under the Loan Agreement and the other Loan Documents (including, without limitation, the Make Whole Fee) shall be due and payable on the Maturity Date.