

AMENDED, RESTATED AND CONSOLIDATED TERM NOTE

\$23,500,000.00

November 9, 2018

THIS AMENDED, RESTATED AND CONSOLIDATED TERM NOTE (this "Term Note") is made between [REDACTED] LLC, a Delaware limited liability company, having an address of 148 Madison Avenue, 5th Floor, New York, New York 10016 (together with its permitted successors and assigns, the "Borrower") and [REDACTED] OPPORTUNITIES FUND III, LP, a Delaware limited partnership (the "Lender") with an address at 2301 Cedar Springs Road, Suite 200, Dallas, Texas 75201.

WHEREAS, Lender is the purchaser and holder of those certain mortgages as more particularly described on Exhibit A attached hereto (the "Original Mortgages") and the underlying notes (the "Original Notes") secured by such Original Mortgages;

WHEREAS, Borrower and Lender desire to consolidate the Original Notes to form a single note in the amount of TWENTY-THREE MILLION FIVE HUNDRED THOUSAND and 00/100 Dollars (\$23,500,000.00) in lawful money of the United States of America; and

WHEREAS, Borrower and Lender desire to modify and restate the Original Notes, as so consolidated, on the terms hereinafter set forth;

NOW THEREFORE, Borrower and Lender hereby consolidate the Original Notes and modify and restate the terms thereof to form a single note evidencing the payment of the Indebtedness and the performance of all of its obligations under this Note.

FOR VALUE RECEIVED, Borrower DOES HEREBY PROMISE, jointly and severally, to pay to the order of the Lender, in lawful money of the United States of America, in immediately available funds, the principal amount of up to **TWENTY-THREE MILLION FIVE HUNDRED THOUSAND 00/100 DOLLARS (\$23,500,000.00)** payable as follows: (i) on the date hereof, a payment of interest at the Interest Rate (as defined in the Loan Agreement) for the period beginning on the date hereof through November 30, 2018, (ii) for the payments of interest only on advanced principal on the first (1st) day of each month (a "Payment Date"), commencing on December 1, 2018 and including the Payment Date immediately prior to the Maturity Date (as the same may be extended pursuant to that certain Term Loan and Security Agreement dated as of the date hereof (the "Loan Agreement"); and (iii) a balloon payment of the advanced principal balance plus any accrued and unpaid interest on the Maturity Date of November 1, 2020 (unless further extended pursuant to the terms of the Loan Agreement (as defined below)). Interest hereunder shall accrue assuming a three hundred sixty (360) day year, multiplied by the actual number of days elapsed at the Interest Rate set forth in the Loan Agreement and upon a default, at a rate of the lesser of: (A) twenty-four percent (24%) per annum, or (B) the highest rate of interest permitted under the laws of the State