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INDEX NO.

LOAN AGREEMENT

THIS LOAN AGREEMENT (this "Agreement"), made as of March 4, 2019, by and between [REDACTED] LLC, a limited liability company organized and existing under the laws of the State of Delaware (the "Borrower") and BANK HAPOALIM B.M. (the "Lender").

RECITALS

A. The Borrower has acquired the fee simple interest in certain real estate situate in the City, County, and State of New York (the "Land"), and more fully described in the Mortgage (as hereinafter defined).

B. The Borrower has applied to the Lender for a loan (the "Loan") in the maximum principal amount of \$80,000,000 (the "Loan"), which Loan shall be evidenced by a Consolidated, Amended and Restated Promissory Note dated of even date herewith made by the Borrower and payable to the order of the Lender in the principal amount of \$80,000,000 (the "Note").

C. The Note is secured by, among other things, a Consolidated, Amended and Restated Mortgage, Assignment, Security Agreement and Fixture Filing of even date herewith (the "Initial Mortgage", and, together with any Earnout Mortgage delivered hereunder, as each and any of the same may be amended, modified, supplemented, or restated from time to time, the "Mortgage") from the Borrower in favor of the Lender covering the Borrower's interest in the Land and the Improvements and such other real and personal property as therein more particularly set forth (collectively, the "Property").

D. Lender has agreed to make the Loan upon the condition that this Agreement be executed and delivered to assure the application of the net proceeds of the Loan to repay and discharge existing loans relating to the Property, fund certain reserves required hereunder, and pay transaction costs.

NOW, THEREFORE, and in consideration of these presents, and in further consideration of the mutual covenants and agreements herein set forth and of the sum of Ten Dollars (\$10.00) lawful money of the United States of America by each of the parties to the other paid, receipt of which is hereby acknowledged, the parties hereto do hereby covenant and agree as follows:

ARTICLE IDEFINITIONS; RULES OF CONSTRUCTION.Section 1.1 Definitions.

(a) The Borrower and the Lender hereby agree that, unless the context otherwise specifies or requires, the following terms shall have the meanings herein specified, such definitions to be applicable equally to the singular and the plural forms of such terms and to all genders: