

**CONSOLIDATION, MODIFICATION AND RESTATEMENT OF MORTGAGES,  
ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE  
FILING**

THIS CONSOLIDATION, MODIFICATION AND RESTATEMENT OF MORTGAGES, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this "*Security Instrument*"), made as of the 9<sup>th</sup> day of November, 2018 by and between [REDACTED] 8 STONE 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, individually and collectively, the "*Grantor*"), for the benefit of [REDACTED] RE CREDIT OPPORTUNITIES FUND III, LP, a Delaware limited partnership, with an address of 2301 Cedar Springs Road, Suite 200, Dallas, Texas 75201, together with its successors and assigns, as party of the second part ("*Lender*").

**RECITALS:**

WHEREAS, Grantor is the holder of those certain mortgages (the "*Original Mortgages*"), as more particularly described in Exhibit C annexed hereto and made a part hereof;

WHEREAS, Grantor and Lender desire to consolidate the liens of the Original Mortgages to form a single lien upon the Property (as hereinafter defined) which lien is to secure the payment of that certain Amended, Restated and Consolidated Term Note of even date herewith between Guarantor, as maker, and Lender, as payee in the principal sum of up to Twenty-Three Million Five Hundred Thousand and 00/100 Dollars (\$23,500,000.00) in lawful money of the United States of America, with interest from the date thereof at the rates set forth in the Amended, Restated and Consolidated Term Note, and principal and interest to be payable in accordance with the terms and conditions provided therein;

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

WHEREAS, Grantor and Lender are parties to that certain Term Loan and Security Agreement dated the date hereof (as such agreement is amended and in effect from time to time, the "*Loan Agreement*");

WHEREAS, the Loan Agreement provides for Lender to make a loan to Grantor in the principal amount of up to **TWENTY- THREE MILLION FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (\$23,500,000.00)** (the "*Loan*");

WHEREAS, the Loan is evidenced by an Amended, Restated and Consolidated Term Note dated as of the date hereof (as such agreement is amended and in effect from time to time, the "*Note*") in the principal sum of up to **TWENTY- THREE MILLION FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (\$23,500,000.00)**, with interest payable from the date thereof at the rates set forth in the Note;