

THIS CONSOLIDATED, AMENDED AND RESTATED MORTGAGE AND SECURITY AGREEMENT (this "Security Instrument") is made as of this 8th day of December, 2017, by **12** **PROPERTY LLC**, a Delaware limited liability company, having its principal place of business at 130 East 59th Street, Suite 1300, New York, NY 10022, as mortgagor (together with its permitted successors and assigns, "**Borrower**") to **AB COMMERCIAL REAL ESTATE DEBT – B2 S.À R.L.**, a Luxembourg private company with limited liability, having an address at c/o AllianceBernstein L.P., 1345 Avenue of the Americas, New York, New York 10105 (together with its successors and assigns, "**Lender**"), as mortgagee. All capitalized terms not defined herein shall have the respective meanings set forth in the Loan Agreement (defined below).

RECITALS:

This Security Instrument consolidates, modifies, amends and restates in their entirety the mortgages described on Schedule A attached hereto and made a part hereof, which are each now held by Lender, to consolidate into and form a single lien in the consolidated principal sum of **THIRTY-ONE MILLION AND 00/100 DOLLARS (\$31,000,000.00)**.

This Security Instrument is given to Lender to secure a certain loan in the original principal amount of **THIRTY-ONE MILLION AND 00/100 DOLLARS (\$31,000,000.00)** (the "**Loan**") pursuant to that certain Loan Agreement dated as of the date hereof, between Borrower and Lender (as the same may have been or may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "**Loan Agreement**"), which such Loan is evidenced by, among other things, a certain Consolidated, Amended and Restated Promissory Note of even date herewith executed in connection with the Loan Agreement (together with all extensions, renewals, replacements, restatements or other modifications thereof, whether one or more being hereinafter collectively referred to as the "**Note**");

Borrower desires to secure the payment of the outstanding principal amount set forth in, and evidenced by, the Loan Agreement and the Note together with all interest accrued and unpaid thereon and all other sums due to Lender in respect of the Loan under the Note, the Loan Agreement, this Security Instrument or any of the other Loan Documents (defined below) (collectively, the "**Debt**") and the performance of all of the obligations due under the Note, the Loan Agreement and all other documents, agreements and certificates executed and/or delivered in connection with the Loan (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, collectively, the "**Loan Documents**"); and

This Security Instrument is given pursuant to the Loan Agreement, and payment, fulfillment, and performance of the obligations due thereunder and under the other Loan Documents are secured hereby in accordance with the terms hereof.

Article 1 – GRANTS OF SECURITY

Section 1.1 **PROPERTY MORTGAGED.** Borrower does hereby irrevocably mortgage, grant, bargain, sell, pledge, assign, warrant, transfer, convey and grant a security interest to Lender and its successors and assigns in and to the following property, rights, interests and