

CONSOLIDATED, AMENDED AND RESTATED PROMISSORY NOTE

\$31,000,000.00

New York, New York

December 11, 2017

FOR VALUE RECEIVED [REDACTED] [REDACTED] PROPERTY LLC, a Delaware limited liability company, as maker, having its principal place of business at 130 East 59th Street, Suite 1300, New York, New York 10022 (“**Borrower**”), hereby unconditionally promises to pay to [REDACTED] REAL ESTATE DEBT – B2 S.À R.L., a Luxembourg private company with limited liability, as lender, having an address at c/o AllianceBernstein L.P., 1345 Avenue of the Americas, New York, New York 10105 (together with its successors and/or assigns, “**Lender**”), or at such other place as the holder hereof may from time to time designate in writing, the principal sum of THIRTY-ONE MILLION AND 00/100 DOLLARS (\$31,000,000.00), or so much thereof as is advanced, 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 (this “**Note**”) at the Interest Rate, and to be paid in accordance with the terms of this Note and that certain Loan Agreement dated the date hereof between Borrower and Lender (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, 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 consolidate, amend and restate in their entirety those certain promissory notes secured by the mortgages listed on Schedule A attached hereto and made a part hereof (collectively, the “**Existing Notes**”), which Existing Notes are now held by Lender. This Note is not intended to create any new indebtedness nor intended to constitute a novation as to Borrower’s obligations under the Existing Notes. This Note does not create any new or further principal indebtedness or obligation other than the portion in excess of the original principal indebtedness evidenced by the Existing Notes.

ARTICLE 1: PAYMENT TERMS

Borrower agrees to pay the principal sum of this Note and interest on the unpaid principal sum of this Note from time to time outstanding at the rates and at the times specified in Article 2 of the Loan Agreement and the outstanding balance of the principal sum of this Note and all accrued and unpaid interest thereon shall be due and payable on the Maturity Date.

ARTICLE 2: DEFAULT AND ACCELERATION

The Debt shall without notice become immediately due and payable at the option of Lender if any payment required in this Note is not paid on or prior to the date when due or if not paid on the Maturity Date or on the happening of any other Event of Default.

ARTICLE 3: LOAN DOCUMENTS

This Note is secured by the Security Instrument and the other Loan Documents. All of the terms, covenants and conditions contained in the Loan Agreement, the Security