

**AMENDED, RESTATED AND CONSOLIDATED ACQUISITION LOAN NOTE**

\$13,500,000.00

New York, New York  
August 19, 2015

FOR VALUE RECEIVED, the undersigned, **T [REDACTED] 17 WEST [REDACTED] STREET LLC**, a Delaware limited liability company ("**Borrower**"), having an office at c/o Thor Equities, LLC, 25 West 39<sup>th</sup> Street, New York, New York 10018, promises to pay to the order of **EAST WEST BANK**, a California corporation (together with its successors and assigns, "**Lender**"), having an office at 535 Madison Avenue, 8<sup>th</sup> Floor, New York, New York 10022, or at such other place as the holder hereof may from time to time appoint in writing, the principal amount of the Loan (as defined in the Loan Agreement (as defined herein)), together with interest thereon as provided herein. Capitalized terms used in this Amended and Restated Acquisition Loan Note (this "**Note**"), unless otherwise defined herein, shall have the meanings ascribed thereto in that certain Acquisition Loan Agreement, dated as of the date hereof (the "**Loan Agreement**"), made between Borrower and Lender.

This Note shall amend, restate and consolidate (x) that certain Amended, Consolidated and Restated Note made by the Borrower to the order of Signature Bank dated as of July 2, 2013 in the principal amount of \$11,500,000.00 and (y) that certain Gap Note made by the Borrower to the order of Lender dated as of the date hereof in the principal amount of \$2,000,000.00 (collectively, the "**Original Notes**"); provided, however, that the execution and delivery of this Note shall not in any circumstance be deemed to have terminated, extinguished or discharged any of the Borrower's liabilities under the Original Notes, all of which liabilities shall continue under and be governed by this Note, the Loan Agreement, and the Loan Documents. The outstanding principal amount owing under the Original Notes shall be deemed to be outstanding under this Note. All outstanding accrued interest due under the Original Notes shall be deemed to be accrued interest outstanding under this Note. This Note is a replacement, amendment and restatement of the Original Notes and IS NOT A NOVATION.

**1. Definitions.** In addition to the other terms defined herein, the following terms shall have the following meanings:

(a) "**Alternate Rate**": In the event the LIBOR Rate is no longer available, or the charging of interest that is calculated based upon the LIBOR Rate would violate applicable Law, the "prime rate" (or "base rate") reported in the Money Rates column or section of *The Wall Street Journal* published on the second (2<sup>nd</sup>) full Business Day preceding the applicable Interest Period (as defined herein) as having been the rate in effect for corporate loans at large U.S. money center commercial banks (whether or not such rate has actually been charged by any such bank) or, if *The Wall Street Journal* ceases publication of such "prime rate" or "base rate," the annual rate of interest announced by JPMorgan Chase Bank, N.A. (or another financial institution with a main or branch office in New York City, New York, selected, from time to time by Lender) from time to time as its "prime rate" or "base rate" in effect at its principal office in New York, New York at five o'clock (5:00) p.m., New York City time, for such date.