

This Consolidation, Modification and Extension Agreement (herein "Agreement") dated June 20, 2014, between [REDACTED] T [REDACTED] TH STREET, LLC, a New York limited liability company, with a place of business at 127 East 59th Street, 3rd Floor, New York, New York 10022, (herein "Borrower") jointly and severally (if more than one) and [REDACTED] V [REDACTED] K COMMERCIAL BANK, a banking corporation organized and existing under the laws of the State of New York, with a place of business at One Jericho Plaza, Jericho, New York 11753 (herein "Lender"). WHEREAS, Borrower is indebted to Lender in the principal sum of **Nine Million Seven Hundred Fifty Thousand and 00/100 Dollars (US \$9,750,000.00)** and Borrower and Lender desire to secure (a) the repayment of that indebtedness, with interest, and all renewals, extensions and modifications thereof, (b) the repayment of any future advances, with interest thereon made by Lender to Borrower, and (c) the performance of all of Borrower's obligations, covenants and agreements stated herein and consolidated herewith; and

WHEREAS, Borrower has a fee interest in the real property located at The 225 East 86th Street Condominium, 223/229 East 86th Street, Commercial Unit, New York, New York 10028, in New York County, State of New York, having the legal description set out in Exhibit A hereto (herein "Property").

Borrower hereby covenants and agrees with Lender as follows:

1. BORROWER'S ASSUMPTION OF OBLIGATIONS UNDER NOTES AND MORTGAGES.

Borrower assumes all of the obligations and agreements of the notes (herein, "Notes") and mortgages, deeds of trust or other security instruments (herein "Mortgages") listed on Exhibit B attached hereto. Borrower also assumes all of the obligations in all agreements, whether or not listed in Exhibit B, which consolidate, modify or extend such Notes and Mortgages.

2. AGREEMENT TO CONSOLIDATE AND MODIFY THE NOTES.

The Borrower agrees that the obligations under the Notes (and under all other agreements which consolidated, modified or extended the obligations under the Notes) shall be and are hereby consolidated. To that end, Borrower has concurrently herewith executed and delivered to Lender an Amended and Restated Mortgage Note (herein, "Consolidated Note") which consolidates, amends and restates in their entirety the terms and provisions of the Notes.

3. AGREEMENT TO CONSOLIDATE AND MODIFY THE MORTGAGES.

Borrower agrees that the rights and obligations under the Mortgages (and under all other agreements which consolidated, modified or extended rights and obligations under the Mortgages) shall be and are hereby consolidated and that Lender's rights in the Property shall be and are hereby combined so that Lender has one real estate security interest (herein, "Consolidated Mortgage") securing the Amended and Restated Mortgage Note evidencing