

**GUARANTY OF RECOURSE OBLIGATIONS
(MEZZANINE)**

This **GUARANTY OF RECOURSE OBLIGATIONS (MEZZANINE)** (as amended, restated, replaced, supplemented or otherwise modified from time to time, this "**Guaranty**") is executed as of March 27, 2015 by [REDACTED] AN, an individual, [REDACTED], an individual, the [REDACTED] **N TRUST DATED MARCH 24, 2006**, a trust organized under the laws of the State of Illinois, M [REDACTED] PAYNE, an individual, and [REDACTED], an individual, each having an address as set forth in Section 6.2 hereof (together with their permitted successors and assigns, collectively, "**Guarantor**"), for the benefit of **LADDER CAPITAL FINANCE LLC**, a Delaware limited liability company, having an address at 345 Park Avenue, 8th Floor, New York, New York 10154 (together with its successors and assigns, collectively, "**Lender**").

WITNESSETH:

A. Ladder Capital Finance LLC, a Delaware limited liability company, as mortgage lender ("**Senior Lender**"), is making a loan in the original principal amount of Thirty-Six Million Seven Hundred Thousand and No/100 Dollars (\$36,700,000.00) (the "**Senior Loan**") to **1250 NORTH SD, LLC**, a Delaware limited liability company, and **SAN DIEGO HOTEL CIRCLE OWNER, LLC**, a Delaware limited liability company, jointly and severally as tenants-in-common ("**Senior Borrower**"), pursuant to a Loan Agreement dated as of the date hereof (as the same may be amended, supplemented, replaced or otherwise modified from time to time, the "**Senior Loan Agreement**"), between Senior Borrower and Senior Lender, which Senior Loan is evidenced by a Promissory Note, dated as of the date hereof (as the same may be amended, supplemented, replaced or otherwise modified from time to time, the "**Senior Note**"), made by Senior Borrower in favor of Senior Lender and secured by, among other things, the Mortgage (as defined in the Senior Loan Agreement), pursuant to which Senior Borrower has granted a first priority lien on the Property (as defined in the Mortgage).

B. Pursuant to that certain Promissory Note (Mezzanine), dated of even date herewith, executed by **1250 NORTH SD MEZZ LLC**, a Delaware limited liability company and **SAN DIEGO HOTEL CIRCLE MEZZANINE, LLC**, a Delaware limited liability company (jointly and severally, collectively "**Borrower**") and payable to the order of Lender in the original principal amount of FIVE MILLION SEVEN HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$5,750,000.00) (together with all renewals, modifications, increases and extensions thereof, the "**Note**"), Borrower has become indebted, and may from time to time be further indebted, to Lender with respect to a loan (the "**Loan**") which is made pursuant to that certain Loan Agreement, dated of even date herewith, between Borrower and Lender (as the same may be amended, modified, supplemented, replaced or otherwise modified from time to time, the "**Loan Agreement**"), which Loan is secured by that certain Pledge and Security Agreement of even date herewith (as the same may be amended, restated, replaced, supplemented, or otherwise modified from time to time, the "**Pledge**"), and further evidenced, secured or governed by other instruments and documents executed in connection with the Loan. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Loan Agreement.