

THIS BUILDING LOAN MORTGAGE, ASSIGNMENT OF LEASES AND RENTS AND SECURITY AGREEMENT ("Mortgage") is dated as of April 10, 2017, from [REDACTED] A [REDACTED] L PROPERTY (NYS) LLC, a New York limited liability company, having an address of 126 West 22nd Street, Apartment 9N, New York, New York 10011, Attention: Naeem Riaz Tyab ("Mortgagor"), to [REDACTED] LD [REDACTED] EK CAPITAL 2, LLC a New York limited liability company, having an address of 575 Lexington Avenue, Suite 3120, New York, New York 10022, as administrative agent and collateral agent for the Lenders (as defined in the Loan Agreement (as defined herein)) (in such capacity, and together with its successors and assigns, "Administrative Agent").

WITNESSETH:

WHEREAS, Mortgagor owns that certain parcel of real property more particularly described on Exhibit A attached hereto and made a part hereof (the "Premises"); and

WHEREAS, it is the intention of the parties hereto that the lien of this Mortgage constitute a lien upon the Premises.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor and Administrative Agent hereby agree as follows:

To secure the payment of an indebtedness in the original principal sum up to TEN MILLION AND 00/100 DOLLARS (\$10,000,000.00) in the aggregate, lawful money of the United States of America, to be paid with interest according to a certain Building Loan Note of even date herewith made by Mortgagor to Administrative Agent (together with all extensions, renewals or modifications thereof, the "Note"), and all other sums due hereunder, under the other Loan Documents (as defined herein) and under the Note (said indebtedness and interest due under the Note and all other sums due hereunder, under the Note and under the other Loan Documents being hereinafter collectively referred to as the "Debt"), Mortgagor, has mortgaged, given, granted, bargained, sold, alienated, transferred, conveyed, confirmed, warranted, pledged, assigned, and hypothecated and by these presents does hereby mortgage, give, grant, bargain, sell, alienate, transfer, convey, confirm, warrant, pledge, assign and hypothecate unto Administrative Agent the Premises and the buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter located thereon (the "Improvements"). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Loan Agreement (as defined herein);

TOGETHER WITH: all right, title, interest and estate of Mortgagor now owned, or hereafter acquired, in and to the following property, rights, interests and estates (the Premises, the Improvements, and the property, rights, interests and estates hereinafter described are collectively referred to herein as the "Mortgaged Property"):

(a) all easements, rights-of-way, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, all rights to oil, gas, minerals, coal and other substances of any kind or character, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances