

## LOAN AGREEMENT

THIS LOAN AGREEMENT, dated as of December 13, 2017 (as amended, restated, replaced, supplemented or otherwise modified from time to time, this "Agreement"), between [REDACTED] FIT STREET PARTNERS REALTY OPERATING PARTNERSHIP, L.P., a Delaware limited partnership, having an address at 142 West 57<sup>th</sup> Street, Suite 1201, New York, New York 10019 (together with its successors and/or assigns, "Lender") and [REDACTED] E ACQUISITION LLC, a New York limited liability company, having its principal place of business at 1274 49<sup>th</sup> Street, Suite 184, Brooklyn, New York 11219 (together with its successors and/or assigns, "Borrower").

### RECITALS:

WHEREAS, Borrower desires to obtain the Loan (defined below) from Lender; and

WHEREAS, Lender is willing to make the Loan to Borrower, subject to and in accordance with the terms of the Loan Documents (defined below).

NOW, THEREFORE, in consideration of the making of the Loan by Lender and the covenants, agreements, representations and warranties set forth in this Agreement, the parties hereto hereby covenant, agree, represent and warrant as follows:

## ARTICLE 1

### DEFINITIONS; PRINCIPLES OF CONSTRUCTION

#### Section 1.1 Definitions.

For all purposes of this Agreement, except as otherwise expressly required or unless the context clearly indicates a contrary intent:

"Account Collateral" shall mean (i) the Accounts, and all cash, checks, drafts, certificates and instruments, if any, from time to time deposited or held in the Accounts from time to time; (ii) any and all amounts invested in Permitted Investments; (iii) all interest, dividends, cash, instruments and other property from time to time received, receivable or otherwise payable in respect of, or in exchange for, any or all of the foregoing; and (iv) to the extent not covered by clauses (i) - (iii) above, all "proceeds" (as defined under the UCC as in effect in the State in which the Accounts are located) of any or all of the foregoing.

"Accounts" shall mean the Cash Management Account, the Clearing Account, the Casualty and Condemnation Account, the Reserve Accounts and any other account established by this Agreement or the other Loan Documents.

"Additional Costs" shall have the meaning set forth in Section 2.5(b)(vii) hereof.

"Additional Interest" shall mean an amount equal to one-half of one percent (0.50%) of the face amount of the Note.