

MORTGAGE LOAN AGREEMENT

THIS MORTGAGE LOAN AGREEMENT, dated as of June 30, 2017 (as amended, restated, replaced, supplemented or otherwise modified from time to time, this "**Agreement**"), between [REDACTED] 7 LLC, a Delaware limited liability company, having an address at c/o Mack Real Estate Credit Strategies, L.P., 60 Columbus Circle, New York, New York 10023 (together with its successors and assigns, collectively, "**Lender**") and [REDACTED] OWNER LLC, a Delaware limited liability company, having its principal place of business at c/o Ceruzzi Properties, 400 Park Avenue, 5th Floor, New York, New York 10022 ("**Borrower**").

WITNESSETH:

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

WHEREAS, Lender is willing to make the Loan to Borrower, subject to and in accordance with the terms of this Agreement and the other Loan Documents (as hereinafter defined).

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

1.1 Definitions.

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

"**Affiliate**" shall mean, as to any Person, any other Person that, directly or indirectly, is in Control of, is Controlled by or is under common Control with such Person or is a director or officer of such Person or of an Affiliate of such Person.

"**Affiliate Agreements**" shall mean any agreement or arrangement between Borrower (and/or by which Borrower or the Property is bound) and any other Restricted Party, subject to the provisions of Section 6.2.9 hereof.

"**Affiliate Fees**" shall mean any fees or other compensation (including, without limitation, any development, management or marketing fees or sales commissions) payable under any Affiliate Agreements.