INDEX NO. RECEIVED NYSCEF: 05/22/2020

LOAN AGREEMENT

This LOAN AGREEMENT (this "Agreement"), dated as of the 31st day of March, 2018, MASTER FUND, L.P., a Cayman Islands exempted limited by and between partnership, having an address at c/o T Advisors, LLC, 520 Madison Avenue, New York, New York 10022 ("Lender"), LLC, a Delaware limited liability company, having an address at c/o Stone Street Properties LLC, 148 Madison Avenue, 5th Floor, New York, New York 10016 ("Borrower"), sets forth the binding agreement of the parties.

ARTICLE I AMOUNT AND TERMS OF THE LOAN

The Loan. Subject to the terms and conditions of this SECTION 1.01. Agreement, the Lender hereby agrees to make a loan in an aggregate principal amount of Seven Million Two Hundred Thousand and 00/100 Dollars (\$7,200,000.00) at any one time outstanding (the "Loan"), as hereinafter provided.

Interest. The Borrower shall pay interest on the outstanding SECTION 1.02. principal amount of the Loan, from time to time, at such times and such rate of interest as is set forth in that certain Promissory Note dated of even date herewith from Borrower to Lender in the amount of the Loan (the "Note") and as otherwise required under the Note.

Interest Reserve Fund. Upon funding of the Loan, an amount of One SECTION 1.03. Hundred Fifty Thousand and no/100th Dollars (\$150,000.00) (the "Interest Reserve Funds") shall be deposited by Borrower with Lender for payment of monthly installments of accrued and unpaid interest owing pursuant to Section 2 of the Note, as and when the same become due. The Interest Reserve Funds may be comingled with other Lender funds and Borrower shall not be entitled to any interest thereon. Until disbursed, expended or applied in accordance herewith, the Interest Reserve Funds shall constitute additional security for the indebtedness under the Loan. In no event shall Lender be obligated to disburse funds from the Interest Reserve Funds if an Event of Default shall exist. At the option of Lender exercisable in its sole discretion, after the payment of all applicable expenses in connection any financing or refinancing of the Property, Borrower shall deposit with Lender all net cash proceeds received by Borrower or any Subsidiary from such financing or refinancing, and such amounts shall be added to the Interest Reserve Funds. During the continuance of an Event of Default, Lender may, in addition to any and all other rights and remedies available to Lender, apply any sums then present in any or all of the Interest Reserve Funds to the payment of any amounts or obligations then due under the Loan Documents in any order in its sole discretion.

SECTION 1.04. <u>Default Interest and Late Charges</u>. Default interest and late charges