

MASTER PROJECT MANAGEMENT AGREEMENT

THIS MASTER PROJECT MANAGEMENT AGREEMENT (this "Agreement"), made as of September 29, 2017 (the "Effective Date") by and between [REDACTED], Newton, MA 02466 ("Owner") and STREET PROPERTIES LLC, a Delaware limited liability company, with an address at 148 Madison Avenue, 5th Floor, New York, New York 10016 ("Manager").

In consideration of the covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Manager agree as follows:

1. **Appointment of Managing Manager.** Owner hereby appoints Manager, and Manager hereby accepts the appointment on the terms and conditions hereinafter provided, as (i) exclusive property manager (in such capacity, "Property Manager") and (ii) exclusive construction manager (in such capacity, "Construction Manager") of that certain building located at 409-413 East 84th Street, New York, NY (the "Property"). Manager hereby appoints Jeffrey Kaye as the "Account Executive" and the contact person for the Property.

2. **Defined Terms.** Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to such terms in either (i) the Limited Liability Company Agreement of Owner (the "Company Operating Agreement") dated as of the date hereof by HUSA E84 H, LP, its sole member; or (ii) the Limited Partnership Agreement of HUSA NYCMF P, LP, a Delaware limited partnership (the "PromoteCo Operating Agreement") dated as of the date hereof between and among [REDACTED] (USA), LLP, a limited liability partnership incorporated in England and Wales, GJS E84 PROCo, LLC, a Delaware limited liability company, and 409-413E84 Investor LLC, a Delaware limited liability company.

3. **Term of Agreement; Termination.**

(a) **Initial Term.** This Agreement shall commence on September 29, 2017 (the "Effective Date") and shall continue for a period of one (1) year and will automatically renew for one (1) year periods thereafter without further action by any party, unless terminated earlier in accordance with Section 3(b).

(b) **Termination.**

(i) This Agreement shall terminate upon notice from Owner if any of the following occur (item (1), an "Event of Default"):

(1) Any act or omission on the part of Manager or any Persons acting under its direction which constitutes "Cause" (as hereinafter defined), as determined by a final, non-appealable judgment, provided, with respect to event constituting Cause that is not taken by, at the direction of or with knowledge of a Key Person, Manager shall not be terminated for such event that would otherwise constitute Cause if (i) the Person(s) responsible for such event are terminated and removed from any role in Manager and any and all Affiliates thereof and (ii)