

THIS TERM LOAN AND SECURITY AGREEMENT (this "**Agreement**") dated as of November 9, 2018 between [REDACTED] **OPPORTUNITIES FUND III, LP**, a Delaware limited partnership having an office and place of business located at 2301 Cedar Springs Road, Suite 200, Dallas, Texas 75201 (the "**Lender**") and [REDACTED] **LLC**, a Delaware limited liability company (together with its permitted successors and assigns, the "**Borrower**"), having an address of 148 Madison Avenue, 5th Floor, New York, New York 10016.

WITNESSETH:

WHEREAS, at the request of the Borrower, Lender is making a term loan (the "**Loan**") to Borrower on the date hereof, in the maximum principal amount of up to **TWENTY-THREE MILLION FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (\$23,500,000.00)**, to provide funds for the premises set forth in Section 2.09 hereof, which Loan shall mature on the Maturity Date. Borrower acknowledges receipt of all of proceeds of the Loan and that no amount repaid in respect of the Loan may be reborrowed; and

WHEREAS, Lender is willing to provide Borrower with such credit facility pursuant to the terms, conditions and limitations set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing the parties hereto agree to the following:

I. DEFINITIONS

SECTION 1.01. Definitions. As used herein, the terms defined in the preamble shall have the same meaning when used in this Agreement and the following words and terms shall have the following meanings:

"**Account**" means an account (as that term is defined in the Code).

"**Account Debtor**" means any Person who is obligated under, with respect to, or on account of, an Account, chattel paper, or a General Intangible.

"**Additional Documents**" shall have the meaning set forth in Section 7.04 hereof.

"**Affiliate**" shall mean as to any Person, any other Person (i) which directly or indirectly through one or more intermediaries Controls, or is Controlled by, or is under common Control with, such Person; or (ii) which, directly or indirectly, beneficially owns or holds ten percent (10%) or more of any class of stock or any other ownership interest in such Person; or (iii) ten percent (10%) or more of the direct or indirect ownership of which is beneficially owned or held by such Person; or (iv) which is a member of the family (as defined in Section 267(c)(4) of the Code) of such Person or which is a trust or estate, the beneficial owners of which are members of the family (as defined in Section 267(c)(4) of the Code) of such Person; or (v) which directly or indirectly is a general partner, controlling shareholder, managing member, officer, director, trustee or employee of such Person.

"**Assignment of Leases and Rents**" shall mean that certain Assignment of Leases and Rents, dated as of the date hereof, from Borrower in favor of Lender with respect to the Property.