WHEREAS, in order to fulfill all of its obligations under the Loan Documents, Borrower has agreed that all Rents and other revenues from the Property will be deposited directly into a certain Deposit Account (hereinafter defined) established by Borrower with Deposit Bank (hereinafter defined) on the date hereof and which Rents and other revenues from the Property shall be transferred from the Deposit Account by the Deposit Bank on each Business Day (hereinafter defined) during the term of the Loan into the Cash Management Account (hereinafter defined) and shall be applied as hereinafter set forth;

WHEREAS, Borrower and Manager have entered into that certain Management Agreement, dated as of January 1, 2019, with respect to the Property, pursuant to which Manager has agreed to manage the Property; and

WHEREAS, pursuant to that certain Mezzanine Loan Agreement (as the same may hereafter be amended, restated, replaced, supplemented, renewed, extended or otherwise modified from time to time, the "**Mezzanine Loan Agreement**"), dated as of the date hereof, between Mezzanine Borrower and Mezzanine Lender, Mezzanine Lender has made a mezzanine loan (the "**Mezzanine Loan**") to Mezzanine Borrower in the original principal amount of Fifty Million and No/100 Dollars ($50,000,000.00), which Mezzanine Loan is evidenced by that certain Mezzanine Promissory Note, dated as of the date hereof, executed by Mezzanine Borrower in favor of Mezzanine Lender (as the same may hereafter be amended, restated, replaced, supplemented, renewed, extended, severed, increased, consolidated or otherwise modified from time to time the "**Mezzanine Note**"), and secured by, among other things that certain Pledge and Security Agreement, dated as of the date hereof (as the same may hereafter be amended, restated, replaced, supplemented, renewed, extended or otherwise modified from time to time, the "**Pledge Agreement**"), made by Mezzanine Borrower for the benefit of Mezzanine Lender, pursuant to which Mezzanine Borrower has granted to Mezzanine Lender a first-priority security interest in the Collateral (as defined in the Pledge Agreement), including, without limitation, all of Mezzanine Borrower's 100% limited liability membership interests in Borrower. The Mezzanine Loan Agreement, the Mezzanine Note, the Pledge Agreement, and all other documents evidencing, securing or guaranteeing the Mezzanine Loan are hereinafter collectively referred to as the "**Mezzanine Loan Documents**";

NOW, THEREFORE, in consideration of the covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 **General**. As used herein, the following terms shall have the following definitions:

"**Account Proceeds**" shall mean any and all Rents and other revenue in connection with the Property that is deposited by Deposit Bank, Borrower and/or Manager or otherwise into the Deposit Account or the Cash Management Account from time to time.

"**Accounts**" shall mean, individually and/or collectively, as the context may require, the Deposit Account, the Cash Management Account and any other account (together with any subaccounts thereof) established pursuant to the terms of this Agreement, the Loan Agreement, and any other Loan Documents.

"**Approved Annual Budget**" shall have the meaning set forth in the Loan Agreement.

"**Approved Operating Expenses**" shall mean, for any period, the operating expenses for the operation and maintenance of the Property as set forth in an Approved Annual Budget, to the extent that such expenses are actually incurred by Borrower, excluding payments into the Reserve Funds required under the Loan Documents or any other expenses for which Borrower shall be reimbursed from, or which shall be paid out of, any such Reserve Funds.

"**Borrower**" shall have the meaning set forth in the preamble hereof.

"**Business Day**" shall mean any day other than a Saturday, Sunday or any day on which commercial banks in New York, New York or the city in which the Deposit Bank is located are required or permitted by law to be closed.

"**Cash Management Account**" shall have the meaning set forth in Section 2.1(b) hereof.

"**Cash Sweep Event Period**" shall mean a period (A) commencing upon the earliest, whether or not any Cash Sweep Event Period has previously occurred and ended, of (i) the occurrence of an Event of Default and (ii) the Debt Service Coverage Ratio being less than 1.05 to 1.00 for six (6) consecutive calendar months (provided that, for purposes of determining whether a Cash Sweep Event Period has commenced pursuant to this clause (ii), the Debt Service Coverage Ratio shall be tested as of the end of each calendar quarter); and (B) expiring upon (x) with regard to any Cash Sweep Event Period commenced in connection with clause (i) above, the cure (if applicable) of such Event of Default, and (y) with regard to any Cash Sweep Event Period commenced in connection with clause (ii) above, the date that the Debt Service Coverage Ratio has been equal to or greater than 1.05 to 1.00 for the immediately preceding six (6) consecutive calendar months (provided that, for purposes of determining whether a Cash Sweep Event Period has expired pursuant to this clause (y), the Debt Service Coverage Ratio shall be tested as of the end of each calendar quarter). Notwithstanding the foregoing, a Cash Sweep Event Period shall not be deemed to expire in the event that a Cash Sweep Event Period then exists for any other reason.

"**Collateral**" shall have the meaning set forth in Section 5.1(a) hereof.

"**Collection Period**" shall mean, with respect to any Monthly Payment Date, the period of days from and including the first (1st) day of the month to and including the last day of the month preceding the applicable Monthly Payment Date.

"**Debt Service Coverage Ratio**" shall have the meaning set forth in the Loan Agreement.

"**Debt Service Subaccount**" shall have the meaning set forth in Section 2.1(c)(iii) hereof.

"**Deposit Account**" shall have the meaning set forth in Section 2.1(a) hereof.

"**Deposit Account Control Agreement**" shall have the meaning set forth in Section 2.1(a) hereof.

"**Deposit Bank**" shall mean PNC Bank, National Association, or any successor or permitted assigns thereof.

"**Eligible Account**" shall have the meaning set forth in Section 2.3 hereof.

"**Eligible Institution**" shall have the meaning set forth in Section 2.3 hereof.

"**Event of Default**" shall have the meaning set forth in the Loan Agreement.

"**Excess Cash Flow**" shall have the meaning set forth in Section 3.4(xiii) hereof.

"**Excess Cash Flow Subaccount**" shall have the meaning set forth in Section 2.1(c)(viii) hereof.

"**Extraordinary Expense Subaccount**" shall have the meaning set forth in Section 2.1(c)(vii) hereof.

"**Extraordinary Expenses**" shall mean extraordinary operating expenses or capital expenses which are not set forth in the Approved Annual Budget or allotted for in any Reserve Funds established pursuant to the terms of this Agreement, the Loan Agreement and any other Loan Document and which have been approved in writing by Lender.

"**Fee Schedule"** shall mean the fee schedule attached hereto as Exhibit A and made a part hereof.

"**Insurance Escrow Subaccount**" shall have the meaning set forth in Section 2.1(c)(ii) hereof.

"**Insurance Premiums**" shall have the meaning set forth in the Loan Agreement.

"**Lease**" shall have the meaning set forth in the Loan Agreement.

"**Lender**" shall have the meaning set forth in the preamble hereof.

"**Manager**" shall have the meaning set forth in the preamble hereof.

"**Mezzanine Borrower**" shall have the meaning set forth in the preamble hereof.

"**Mezzanine Debt Service Subaccount**" shall have the meaning set forth in Section 2.1(c)(ix) hereof.

"**Mezzanine Excess Payments Subaccount**" shall have the meaning set forth in Section 2.1(c)(x) hereof.

"**Mezzanine Lender**" shall have the meaning set forth in the preamble hereof.