NEWMARK VALUATION & ADVISORY

Bourse Parking Garage

400 Ranstead Street
Philadelphia, PA 19106

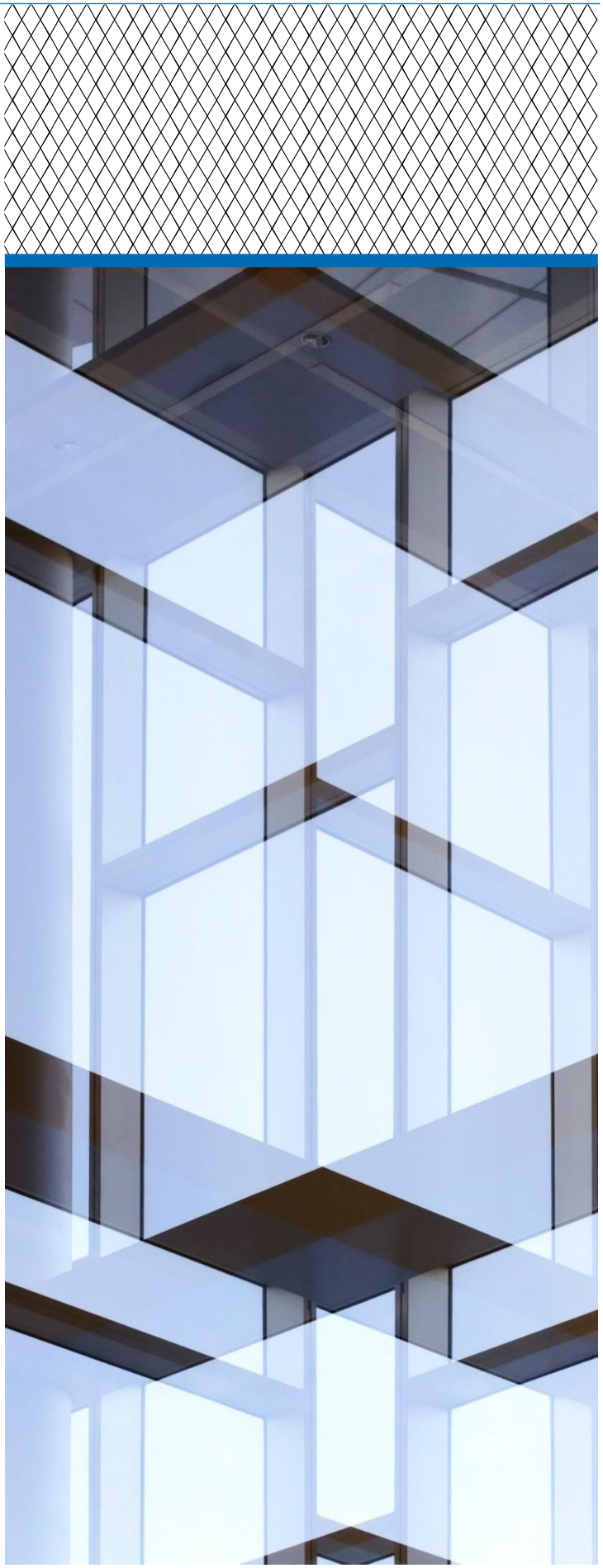
Newmark Job No.: 25-0223961-1

Restricted Appraisal Report Prepared For:

Brian Spear
Sunrise Capital Investors
12008 Meridian Point Drive
Tampa, FL 33626

Prepared By:

Newmark Valuation & Advisory
One Commerce Square
2005 Market Street, Suite 900
Philadelphia, PA 19103



NEWMARK

May 30, 2025

Brian Spear
Principal
Sunrise Capital Investors
12008 Meridian Point Drive
Tampa, FL 33626

RE: Appraisal of a Mixed-Use Parking Garage Known as Bourse Parking Garage Located at 400 Ranstead Street, Philadelphia, PA 19106, Prepared by Newmark Valuation & Advisory, LLC (herein "Firm" or "Newmark")

Newmark Job No.: 25-0223961-1

Dear Mr. Spear:

The subject property is a 220,049 square foot 11-story mixed-use parking garage known as Bourse Parking Garage located along the southwest corner of South 4th Street and Ranstead Street. The improvements were originally constructed in 1895, are in average condition, are of good quality and tenant appeal. The site encompasses approximately 15,457 square feet, features a corner location with above average access and visibility, a rectangular shape and a level topography. The property comprises 18,397 square feet of ground floor retail space and a 453 space parking garage. Currently, 15,734 square feet of the retail space is leased by Philadelphia Film Society with a lease that expires in November 2031. Evergreen Deli leases 1,700 square feet of ground floor retail space with a lease that expires in November 2028. In addition, there is a 963 square foot ground floor retail space that is currently vacant. We are not aware of any listings pertaining to the ground floor vacant retail space.

The parking garage comprises of (453) parking spaces. Currently, two lease agreements and a licensing agreement exist pertaining to reserved parking spaces within the garage. Independence Square Hotel Partners L.P. has exclusive access to (24) spaces, LAK Bourse Owner, LLC has the right to (50) unreserved parking spaces with an option to lease another (50) spaces. This tenant may lease less than 50 spaces and may terminate the lease under certain conditions. The leases are provided in the Addendum. Lion Re:Sources leases (10) weekly reserved and (20)

unreserved parking spaces. Additional details pertaining to these agreements are highlighted herein.

Strengths

- The subject property is near Independence Hall and other various historical attractions within the submarket. The subject is strategically located in a market with good demand generators for a parking garage, retail, hotel/hospitality, and other commercial uses.
- Revenues within the garage have gradually increased over the last few years. Although there was a minor decline in 2021 due to the pandemic, revenues quickly returned to pre-pandemic levels.
- Off-street parking is in limited supply in the submarket.
- There are ground floor retail space.
- The Bourse office building is proposed for hotel conversion which will provide significant upside potential of the subject property.
- Key events planned for 2026 include a series of weekly celebrations titled "52 Weeks of Firsts," the "FIFA World Cup," the "MLB All-Star Game," and a prominent Wawa Welcome America July 4th celebration. Additionally, the city is making significant investments in tourism and infrastructure upgrades to accommodate the anticipated influx of visitors. These planned events will boost local tourism to the immediate area and increase demand for private parking.

Risks

- Ranstead Street is a one-way street that only travels westbound, but the property also has frontage on South 4th Street.
- Access into the garage is only available from South 4th Street.
- Long-term macroeconomic risks/headwinds of autonomous vehicles and shorter-term Uber/Lyft as substitutes for conventional driving/parking requirements. Somewhat offset by the continued renaissance of Center City, the subject’s proximity amid a plethora of historical and cultural attracts, and significant population growth and existing transportation infrastructure.
- Aging property potentially requiring continuous capital investments to remain competitive.
- One retail space is currently vacant.

Trends and Uncertainties

- Newmark Capital Markets assesses that there was a momentum shift in the 4th quarter, leading to both transaction volume and lending volume increasing year-over-year. However, they also note that the notable increase in interest rates since early December complicates matters.
- Real Capital Analytics reported in their end of 2024 Capital Trends publication that "the commercial property markets turned a corner in 2024." Deal volume climbed in 2024 and price declines are coming to an end overall.

Based on the analysis contained in the following report, the opinion of value for the subject is:

Value Conclusions

Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion
Market Value "As Is"	Leased Fee	3/28/2025	$28,450,000

Compiled by Newmark

Extraordinary Assumptions

An extraordinary assumption is defined in USPAP as an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions. The value conclusions are subject to the following extraordinary assumptions that may affect the assignment results.

1. None

Hypothetical Conditions

A hypothetical condition is defined in USPAP as a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis. The value conclusions are based on the following hypothetical conditions that may affect the assignment results.

1. None

The appraisal was developed based on, and this report has been prepared in conformance with the Client's appraisal requirements, the guidelines and recommendations set forth in the Uniform Standards of Professional Appraisal Practice (USPAP), the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute, Title XI of the Financial Institution Reform, Recovery and Enforcement Act (FIRREA) of 1989, and the Interagency Appraisal and Evaluation Guidelines (December 2, 2010).

The Appraisal shall be completed without regard to age, race, color, religion, national origin, sex, marital status or any other prohibited basis as identified under federal and/or state law; and will not contain vendor reports, narrative, surveys, descriptions, or references to any of the prohibited basis which could be regarded as discriminatory including, but not limited to, publicly available demographic data.

Certification

We certify that, to the best of our knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are our personal, impartial and unbiased professional analyses, opinions, and conclusions.
3. We have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. This appraisal assignment was not based upon a requested minimum valuation, a specific valuation, or the approval of a loan.
8. Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice, as well as the requirements of the State of Pennsylvania.
9. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute.
10. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
11. As of the date of this report, Joseph D. Pasquarella, MAI, CRE has completed the continuing education program for Designated Members of the Appraisal Institute.
12. Ronald Birkmire made a personal interior and exterior inspection of the property that is the subject of this report. Joseph D. Pasquarella, MAI, CRE has not personally inspected the subject.
13. Significant real property appraisal assistance was provided by Ronald Birkmire who has signed this certification. The assistance of Ronald Birkmire consisted of participating in the property inspection, conducting research on the market, subject property, and transactions involving comparable properties, performing certain appraisal analyses, and assisting in report writing, all under the supervision of the person(s) signing this report.
14. The Firm operates as an independent economic entity. Although employees of other service lines or affiliates of the Firm may be contacted as a part of our routine market research investigations, absolute client confidentiality and privacy were maintained at all times with regard to this assignment without conflict of interest.
15. Within this report, "Newmark", "Newmark Valuation & Advisory", "Newmark, Inc.", and similar forms of reference refer only to the appraiser(s) who have signed this certification and any persons noted above as having provided significant real property appraisal assistance to the persons signing this report.
16. Joseph D. Pasquarella, MAI, CRE has not performed any services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding the agreement to perform this assignment. Ronald Birkmire has not performed any services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding the agreement to perform this assignment.



Joseph D. Pasquarella, MAI, CRE
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Email: ronald.birkmire@nmrk.com

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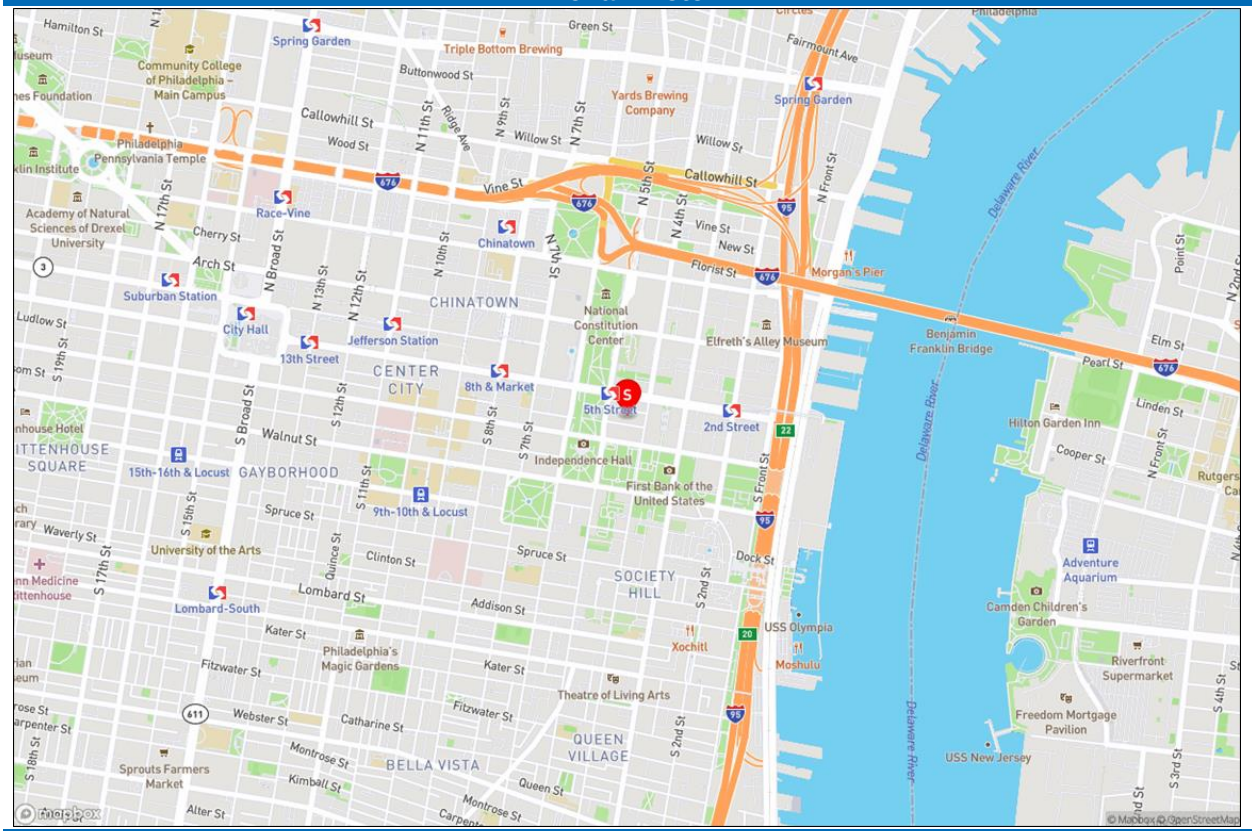
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Aerial Photo



Location Map


Subject Exterior - Northwestern View


Subject Exterior - Southwestern View


Subject Exterior - Southern View

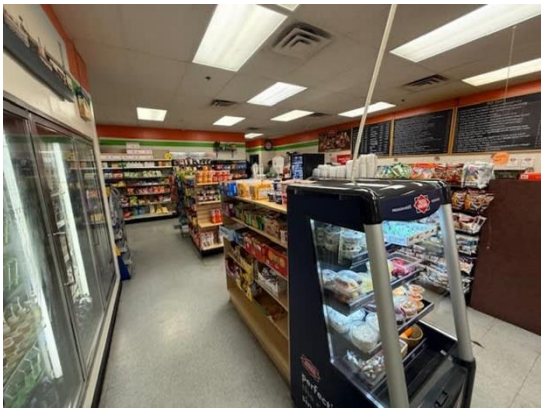

Subject Exterior - Southeastern View


South 4th Street - Southern View


South 4th Street - Northern View



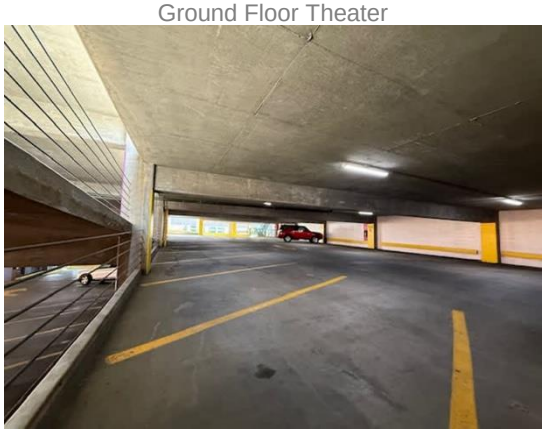
Ground Floor Retail

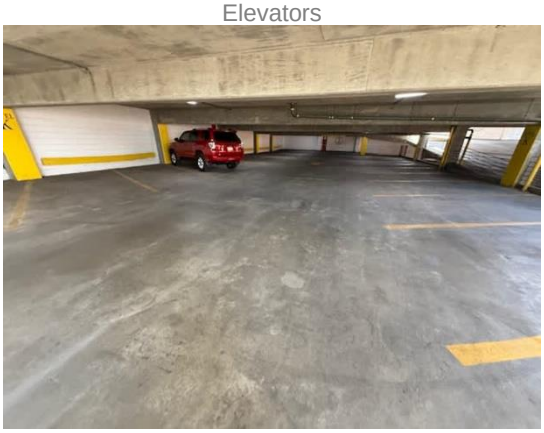

Evergreen Deli Interior (Retail Space)

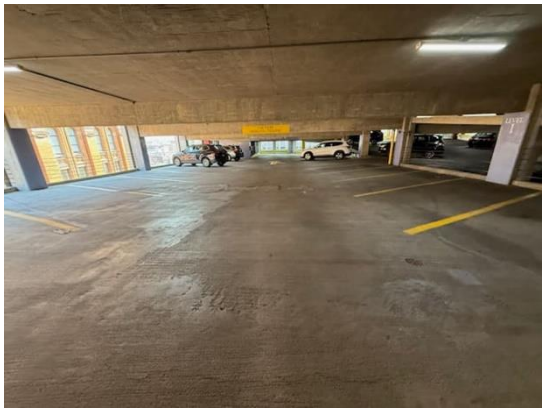

Ground Floor Theater



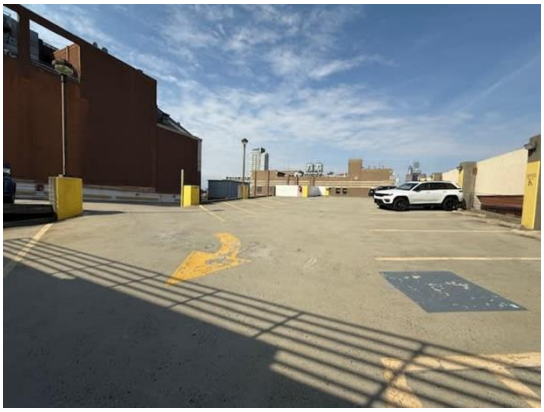
Elevators


Garage Parking


Garage Parking



Garage Parking



Rooftop Parking



Trash Area/ Additional Parking

Executive Summary

Bourse Parking Garage	
Property Type:	Specialty-Parking Structure
Street Address:	400 Ranstead Street
City, State & Zip:	Philadelphia, Philadelphia County, PA 19106
MSA Name:	Philadelphia-Camden-Wilmington, PA-NJ-DE-MD Metropolitan Statistical Area
Market Name:	PA - Philadelphia - Greater
Submarket Name:	CBD-Independence Square
Latitude:	39.949747
Longitude:	-75.148196
Tax and Assessment Data	
Assessor's Parcel ID(s):	Tax ID: 883409600
Current Tax Assessment:	$15,513,100
Current Annual Tax Amount:	$245,365.93
Highest and Best Use and Identification of Most Probable Buyer	
Current Use:	Parking Garage with Ground Floor Retail
Highest and Best Use - As Vacant:	Development of a parking garage with ground floor retail
Most Probable Buyer - As Vacant:	Developer
Highest and Best Use - As Improved:	Continued use as a parking garage with ground floor retail
Most Probable Buyer - As Improved:	Regional or national investor of parking facilities
Analysis Details	
Valuation Date:	
Market Value "As Is"	March 28, 2025
Inspection Date and Date of Photos:	March 28, 2025
Report Date:	May 30, 2025
Report Type:	Restricted Appraisal Report
Client:	Sunrise Capital Investors
Intended Use:	Internal business decisions and no other use is permitted.
Intended User:	Sunrise Capital Investors and no other user is permitted by any other party for any other purpose.
Appraisal Premise:	Market Value "As Is"
Intended Use and User:	The intended use and user of our report are specifically identified in our report as agreed upon in our contract for services and/or reliance language found in the report. No other use or user of the report is permitted by any other party for any other purpose. Dissemination of this report by any party to non-client, non-intended users does not extend reliance to any other party and Newmark will not be responsible for unauthorized use of the report, its conclusions or contents used partially or in its entirety.
Interest Appraised:	Leased Fee
Exposure Time (Marketing Period) Estimate:	up to 12 Months (up to 12 Months)
Site Characteristics	
Total Land Area (Gross):	0.355 acres; 15,457 SF
Shape:	Rectangular
Topography:	Level
Flood Zone:	Zone X
Flood Map / Date:	4207570184H / 11/18/2015
Zoning	CMX-4: Center City Commercial Mixed-Use
Legally Conforming	Yes
Easements / Encroachments:	None Noted
Environmental Hazards:	None Noted
Improvements Characteristics	
Number of Buildings / Stories:	1 / 11
Gross Building Area (SF):	220,049
Net Rentable Area (SF):	220,049
Year Built:	1988
Property Condition	Average
Quality:	Good
Economic Age / Life:	15 Yrs / 45 Year Life

Compiled by Newmark

Valuation Summary			
Sales Comparison Approach			$ Total
Number of Sales			6
Range of Sale Dates			Jun-22 to Jun-24
Adjusted Range of Comparables ($/SF)			$33,613.45 to $87,939.70
Indicated Sales Comparison Approach Value	As Is		$29,400,000
Income Capitalization Approach - Direct Capitalization Method			$ Total
Capitalization Rate Indicators and Conclusion			**Indication**
Comparable Sales Range			4.71% - 7.20%
Band of Investment			7.50%
Debt Coverage Ratio Analysis			6.99%
Concluded Going-In Capitalization Rate			7.00%
Stabilized Income Estimate			
Potential Gross Income			$2,652,080
Stabilized % Vacancy & Collection Loss			($9,594)
Effective Gross Income			$2,642,486
Operating Expenses			$647,716
Operating Expense Ratio			24.5%
Net Operating Income			$1,994,770
Capitalization Rate			7.00%
Indicated Income Capitalization Approach Value	As Is		$28,450,000
Market Value Conclusions	**As Is**		**$28,450,000**
Exposure / Marketing Time			
Concluded Exposure Time		up to 12 months	
Concluded Marketing Time		up to 12 months	

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Extraordinary Assumptions and Hypothetical Conditions

An extraordinary assumption is defined in USPAP as an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions. The value conclusions are subject to the following extraordinary assumptions that may affect the assignment results.

1. None

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1. None

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Introduction

OWNERSHIP HISTORY

The current owner is KREF Lending III LLC. The following summarizes a three-year history of ownership. It is our understanding that the subject property is not currently listed for sale, and has not been listed for sale in the last year.

Ownership History	
Listing Status:	Not Listed For Sale
Current or Pending Contract:	None Reported
Previous Sales	
Date of Sale:	December 22, 2023
Buyer:	KREF Lending III LLC
Seller:	400 Market L.P. ("400 Market Borrower"), Constitution Partners, L.P. ("325 Chestnut Borrower"), Bourse Mall Associates, L.P,("Bourse Retail Borrower"), Bourse Tower Associates, L.P. ("Bourse Office Borrower"), Bourse Garage Associates, ("Bourse Garage Borrower"), and Bourse Food Hall, LLC ("Bourse Food Hall Borrower")
Purchase Price:	$182,600,000
Deed Information:	Doc #54259568
Deed in Lieu of Foreclosure	As of May 3, 2023, Bourse Garage Associates agreed to transfer ownership of a property to KREF Lending III LLC as a way to avoid foreclosure. The transfer of ownership officially became effective in December 2023. This foreclosure process involved several properties, with a total promissory note amounting to $182,600,000.

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As of May 3, 2023, Bourse Garage Associates agreed to transfer ownership of a property to KREF Lending III LLC in lieu of foreclosure. The transfer officially took effect in December 2023. This process involved multiple properties, backed by a total promissory note of $182,600,000 which included other properties in the portfolio. The property remains subject to the liens of (7) additional mortgages outlined within the deed. It should be noted that these additional properties are not included within the scope of this assignment. See Addendum of this report.

INTENDED USE AND USER

The intended use and user of our report are specifically identified in our report as agreed upon in our contract for services and/or reliance language found in the report. No other use or user of the report is permitted by any other party for any other purpose. Dissemination of this report by any party to non-client, non-intended users does not extend reliance to any other party and Newmark will not be responsible for unauthorized use of the report, its conclusions or contents used partially or in its entirety.

- The intended use of the appraisal is for Internal business decisions and no other use is permitted.
- The client is Sunrise Capital Investors.
- The intended user is Sunrise Capital Investors and no other user is permitted by any other party for any other purpose.

DEFINITION OF VALUE

Market value is defined as:

"The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- Buyer and seller are typically motivated;
- Both parties are well informed or well advised, and acting in what they consider their own best interests;
- A reasonable time is allowed for exposure in the open market;
- Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."

(Source: Code of Federal Regulations, Title 12, Chapter I, § 34.42[h]; also Interagency Appraisal and Evaluation Guidelines, Federal Register, 75 FR 77449, December 10, 2010, page 77472)

RESTRICTED APPRAISAL REPORT

This appraisal is presented in the form of a restricted appraisal report, which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(b) of USPAP. The use of this report is limited to the client and the intended user should note that the rationale for how the opinions and conclusions set forth in the report may not be understood properly without additional information in the appraiser's workfile

PURPOSE OF THE APPRAISAL & INTEREST APPRAISED

The primary purpose of the appraisal is to develop an opinion of the Market Value "As Is" of the Leased Fee interest in the property. (Please see Glossary of Terms for definition(s) of interest(s) appraised)

Purpose of the Appraisal

Appraisal Premise	Interest Appraised	Date of Value
Market Value "As Is"	Leased Fee	3/28/2025

Compiled by Newmark

SCOPE OF WORK

Extent to Which the Property is Identified

- Physical characteristics
- Legal characteristics
- Economic characteristics

Extent to Which the Property is Inspected

Newmark inspected the subject property on March 28, 2025, as per the defined scope of work. Ronald Birkmire made a personal interior and exterior inspection of the property that is the subject of this report. Joseph D. Pasquarella, MAI, CRE has not personally inspected the subject.

Type and Extent of the Data Researched

- Exposure and marketing time;
- Neighborhood and land use trends;
- Demographic trends;
- Market trends relative to the subject property type;
- Physical characteristics of the site and applicable improvements;
- Flood zone status;
- Zoning requirements and compliance;
- Real estate tax data;
- Relevant applicable comparable data; and
- Investment rates

Type and Extent of Analysis Applied

We analyzed the property and market data gathered through the use of appropriate, relevant, and accepted market-derived methods and procedures. Further, we employed the appropriate and relevant approaches to value, and correlated and reconciled the results into an estimate of market value, as demonstrated within the appraisal report. The applied scope of work is appropriate and sufficient to produce credible assignment results for the intended use of this report.

Economic Analysis

NATIONAL TRENDS AND UNCERTAINTIES

Newmark Capital Markets assesses that there was a momentum shift in the 4th quarter, leading to both transaction volume and lending volume increasing year-over-year. However, they also note that the notable increase in interest rates since early December complicates matters. Real Capital Analytics (RCA) concurred as they reported in their end of 2024 Capital Trends publication that "the commercial property markets turned a corner in 2024." Deal volume climbed in 2024 and price declines are coming to an end overall. Along with higher interest rates, capitalization rates rose quickly starting in 2022, and bid-ask spreads widened. While these trends have moderated and cap rates are beginning to reverse direction, the impacts are still present and remain major drivers of current CRE market conditions.

Investors are adjusting to the new reality by modifying their investment strategies, leading to a narrowing of the bid-ask spread. Transaction volume for 2024 ended 9% above 2023 levels at $420.4 billion according to RCA. RCA and Green Street have both observed that CRE property prices have started to inch higher again, despite the impacts of high borrower rates. The January 15, 2025, Federal Reserve Beige Book noted "cautious optimism continues to prevail among survey respondents given modestly positive trends in loan demand, wage growth, and consumer spending." At the same time, RCA notes that distress continues to rise, with office properties accounting for 40-45% of the total value of distressed assets but multifamily dominating the most recent additions to the distress totals.

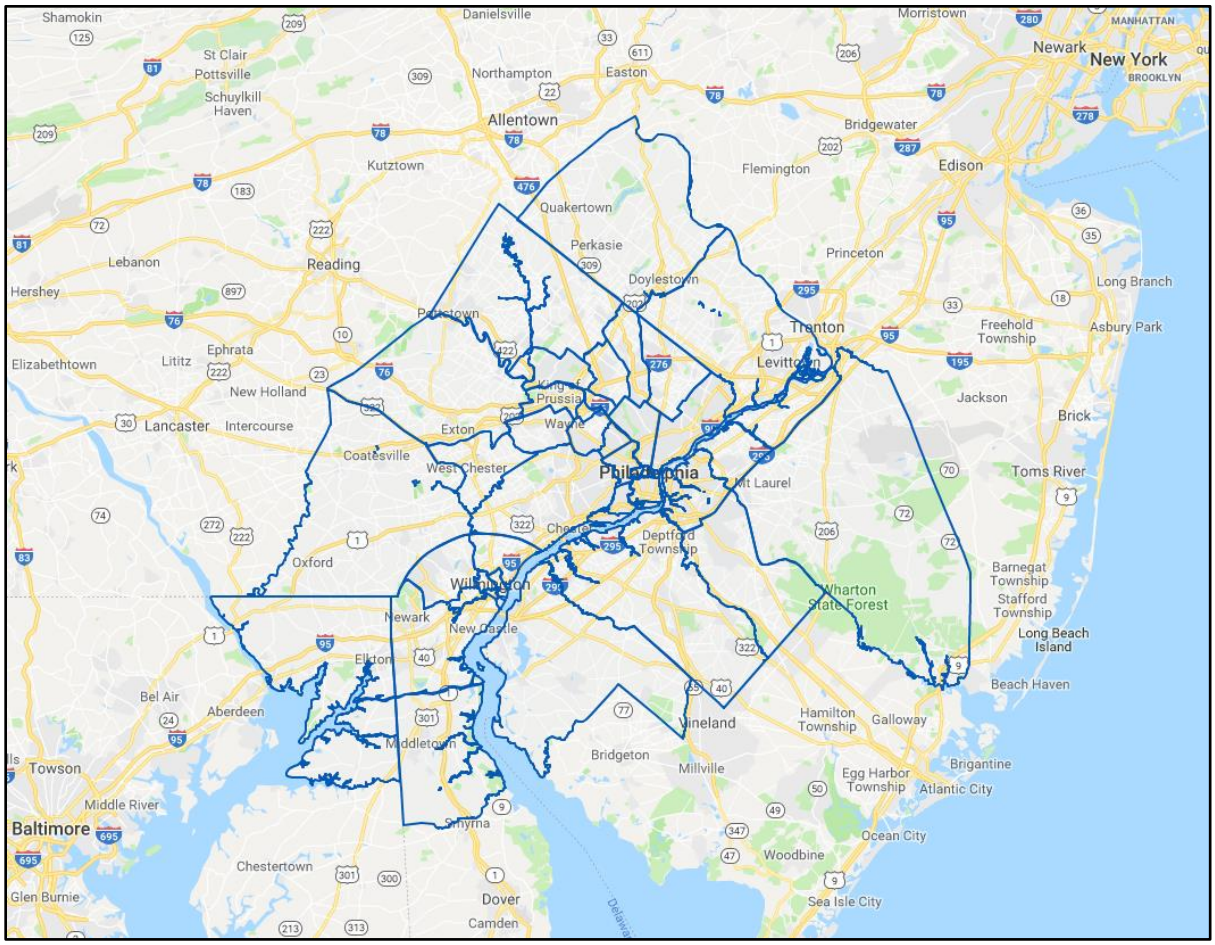
The Federal Reserve's prior actions engineered the fastest increase in interest rates in their history - rising to a high of 5.25-5.50% for the Federal Funds rate in July 2023. Three reductions at the end of 2024 has brought this range to 4.25-4.50%. However, the 10 year Treasury rate did not follow suit. Moody's Analytics Chief Economist Mark Zandi expects the Federal Reserve to pause interest rate reductions until late in the year. Zandi points to tariffs being likely to increase inflation and also that the Federal Reserve will be closely watching the new U.S. administration's actions before moving. Other commentators expect faster reductions but the uncertainty of economic policies are part of the reason that long-term rates remain at elevated levels. Interest rates have been unusually low for upwards of 15 years but have now reversed to higher levels for the past two. As interest rates return to an equilibrium level, they will still likely be higher than those observed in the periods prior to 2022.

It will take time for the effects of higher interest rates to reverse. Interest rates have declined from their peak in October 2023, and debt market conditions have improved – at least marginally. The majority of investors surveyed by PwC expect capitalization rates to hold steady over the next six months. The RCA Commercial Property Pricing Index reflected only a -0.7% loss for the year.

While investors are taking a more optimistic view and metrics such as sales volume have improved, the uncertainty of economic policies remains an overhang. We have considered and will address these issues throughout this appraisal and report, including in our determinations of overall capitalization rates, discount rates, market rent assumptions, market conditions adjustments, and growth of rents and expenses where applicable.

METROPOLITAN PHILADELPHIA (REGION)

The subject is in the Philadelphia Metropolitan area, often referred to as the Philadelphia-Camden-Wilmington, PA-NJ-DE-MD Metropolitan Statistical Area (MSA). This area is a vibrant and diverse region that encompasses several counties across four states: Pennsylvania, New Jersey, Delaware, and Maryland. Also known as Greater Philadelphia, the area is anchored by its core city, Philadelphia, the sixth-largest city in the United States, known for its rich historical heritage, cultural vibrancy, and economic prowess.



Geography and Composition

The Philadelphia MSA is strategically located in the Northeastern United States, offering a unique blend of urban, suburban, and rural landscapes. It spans a significant area, including key counties

such as Philadelphia, Bucks, Montgomery, Chester, and Delaware in Pennsylvania, Camden County, Gloucester, Burlington, and Salem in New Jersey, New Castle County in Delaware, and Cecil County in Maryland.

Economic Attributes

The economic landscape of the Philadelphia Metropolitan area is characterized by a dynamic mix of industries, including education and health services, finance, biotechnology, manufacturing, and tourism. Key takeaways are:

- 13 Fortune 500 companies.
- 8th most populated metropolitan areas.
- Top 3 bioscience regions in the Northeast US and 7th nationally.
- 7th largest in employment.
- 40% of US population reached within a day's drive.
- 60% of the entire U.S. population within a two-hour flight radius.
- According to its website, the Port of Philadelphia is the fastest growing port in & the #1 largest refrigeration port in the US.

Employment Sectors and Trends

Employment data by occupation and business/industry sectors provides an indication of the amount of diversification and stability in the local economy. Job sector composition also gives an indication of the predominant drivers of current and future demand for supporting commercial and residential real estate sectors. The following tables display employment data by occupation sector and by business/industry sector for the area and region.

Current Employment by Occupation Sector

Occupation Sector	Philadelphia-Camden-Wilmington, PA-NJ-DE-MD MSA		Pennsylvania	
Administrative Support	326,427	10.3%	657,643	10.1%
Management/Business/Financial	646,524	20.4%	1,143,020	17.6%
Professional	923,314	29.1%	1,694,583	26.1%
Sales and Sales Related	266,149	8.4%	538,344	8.3%
Construction/Extraction	120,399	3.8%	286,650	4.4%
Farming/Fishing/Forestry	5,532	0.2%	21,328	0.3%
Installation/Maintenance/Repair	74,889	2.4%	187,290	2.9%
Production	122,736	3.9%	373,786	5.8%
Transportation/Material Moving	214,167	6.7%	555,400	8.6%
Total Employees (16+ Occupation Base)	**3,173,991**	**100%**	**6,487,013**	**100%**

Source: ESRI; Compiled by Newmark

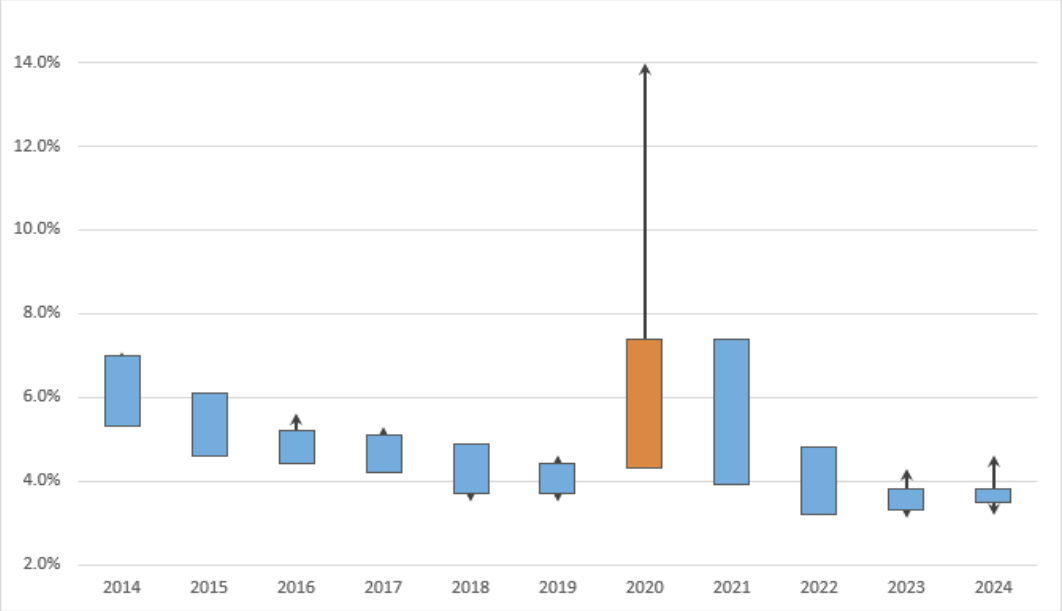
Current Employment by Industry Sector				
Industry Sector	Philadelphia-Camden-Wilmington, PA-NJ-DE-MD MSA		Pennsylvania	
Agriculture/Mining	14,636	0.5%	70,490	1.1%
Construction	179,448	5.7%	389,443	6.0%
Manufacturing	278,843	8.8%	767,157	11.8%
Wholesale Trade	60,509	1.9%	127,595	2.0%
Retail Trade	320,335	10.1%	690,659	10.6%
Transportation/Utilities	181,374	5.7%	411,441	6.3%
Information	65,796	2.1%	109,749	1.7%
Finance/Insurance/Real Estate	267,936	8.4%	429,009	6.6%
Services	1,656,813	52.2%	3,212,580	49.5%
Public Administration	148,301	4.7%	278,890	4.3%
Total Employees (16+ Occupation Base)	**3,173,991**	**100%**	**6,487,013**	**100%**

Source: ESRI; Compiled by Newmark

Unemployment Rate – Philadelphia-Camden-Wilmington MSA

The following table displays the historical unemployment data for the area derived from the US Department of Commerce, Bureau of Labor Statistics. The reported unemployment rate for the Philadelphia-Camden-Wilmington, PA-NJ-DE-MD Metropolitan Statistical Area is 3.5% as of 4Q 2024.

Unemployment Rate: Philadelphia-Camden-Wilmington, PA-NJ-DE-MD Metropolitan Statistical Area



Bars represent beginning to end range of unemployment rates in each year
Orange bars denote increasing unemployment from beginning to end of year
Blue bars are declining unemployment from beginning to end of year
Arrows are extent of unemployment rates over the year

Compiled by Newmark

The following table lists several major employers within the Greater Philadelphia region. While not all-encompassing, this list provides further indication of the types of economic sectors that are drivers for the area.

Selected Major Employers: Philadelphia MSA

Rank	Employer	Employees
1	University of Pennsylvania Health System	51,309
2	Thomas Jefferson University and TJU Health System Inc.	42,700
3	Children's Hospital of Philadelphia	29,103
4	Temple University and Health Systems	18,891
5	The Giant Company	17,850
6	Comcast	16,264
7	Tower Health	14,000
8	The Vangaurd Group	11,100
9	Virtua Health	9,382
10	Drexel University	9,347
11	McGuire-Dix Health Systems	8,414
12	Independence Blue Cross	8,210
13	Cooper Health System	7,024
14	Wells Fargo	6,023
15	Kennedy Health System	4,987

Source: Moody's Analytics Précis® US Metro

Cultural and Historical Significance

Philadelphia and its metropolitan area are steeped in American history, marked by landmarks such as Independence Hall, where the Declaration of Independence and Constitution were signed, and the Liberty Bell. Besides its historical significance, the area is a cultural hotspot with an array of museums, art galleries, theaters, and music venues. Furthermore, it boasts a celebrated culinary scene.

Real Estate Market

The real estate market in the Philadelphia MSA is diverse, offering a range of options from urban apartments in high-rise buildings including condominiums and rental apartments to suburban townhouses and countryside estates. The market trends have been promising, with growth in both residential and commercial sectors. Its strategic location, diverse economy, and price points make the area an attractive place for real estate investment and development.

The metropolitan area has seen a surge in the development of mixed-use projects that combine residential, commercial, and recreational spaces, reflecting modern living preferences. Furthermore, the area is home to a range of housing options, catering to different budgets and lifestyles, from upscale neighborhoods to more affordable communities.

Transportation and Accessibility

Connectivity is a key strength of the Philadelphia Metropolitan area, featuring an extensive transportation network that includes major highways, railways, international airports, and public transit systems. This infrastructure supports not only the daily commute within the MSA but also provides easy access to other major cities along the East Coast, making it an ideal location for businesses and residents alike. The proximity of New York City and Washington D.C., both within a 2.5-hour drive via I-95 or less by high-speed Amtrak Acela and Metroliner services.



A sizable logistics industry has been fostered by an above-average manufacturing presence and e-commerce. Local manufacturers have been a recent source of strength, with payrolls climbing despite losing momentum nationally. Its reliance on food, pharmaceuticals and defense manufacturing has kept demand more stable than in other areas. Local manufacturers have been a recent source of strength, with payrolls climbing despite losing momentum nationally. Logistics firms have experienced more volatility. Shipments of goods declined in 2023 owing in part to softer demand for e-commerce.

Education and Research

- The educational landscape in the Philadelphia MSA is a cornerstone of its economic development. With a network of over 100 higher education institutions, including world-renowned research universities like the University of Pennsylvania, the area is a hub for innovation and intellectual growth. Approximately 500,000 full- and part-time students.
- There are 6 medical schools, 3 pharmacy schools, and two dental schools within the region.
- These institutions play a pivotal role in driving local and regional development through research initiatives, technology transfer, and by producing a highly skilled workforce that attracts employers from around the globe. Also, students are choosing to stay in Philadelphia post-graduation at much higher rates than other East Coast cities.

Community and Lifestyle

The lifestyle offered by the Philadelphia Metropolitan area is one of its most appealing attributes. The region boasts an array of recreational and leisure activities, from expansive parks and outdoor spaces like Valley Forge National Park, the Fairmount Park System and the Delaware River Waterfront, to a thriving arts scene that includes the Philadelphia Museum of Art, robust music and live entertainment, and numerous community events throughout the year. This blend of urban amenities and natural beauty ensures that there is always something new to explore and enjoy.

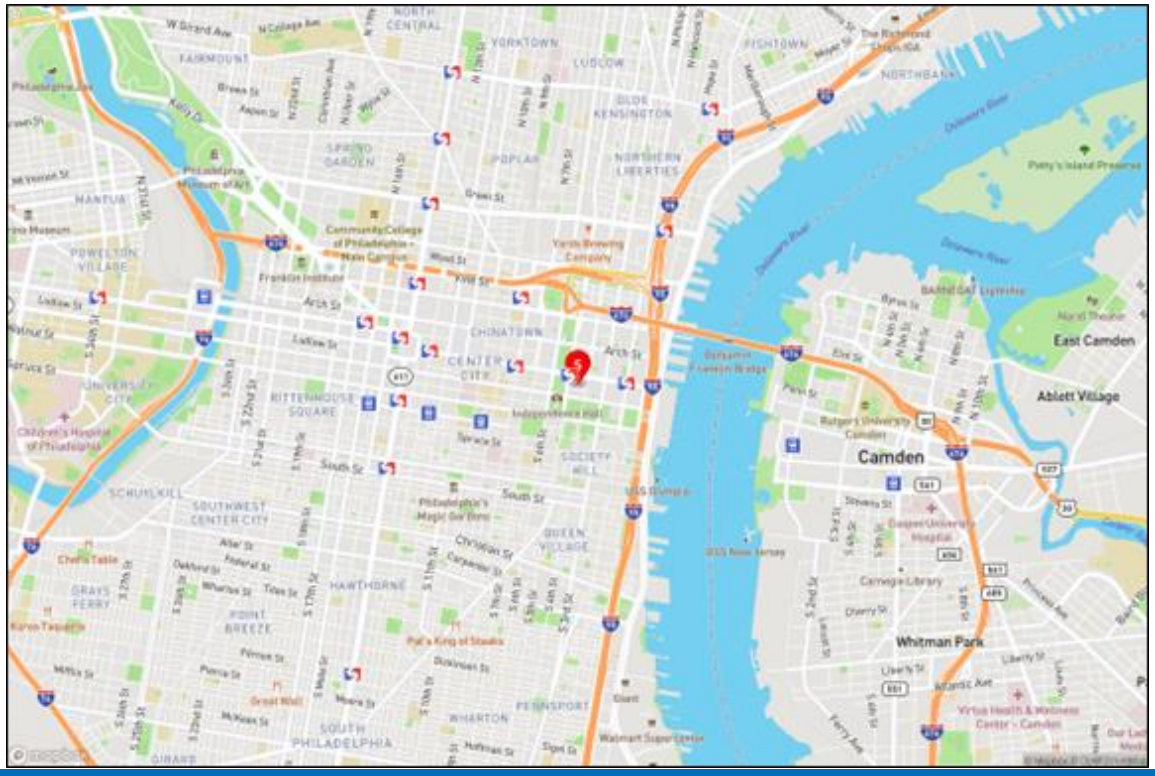
Summary and Outlook

In conclusion, the Greater Philadelphia Region is located at the heart of one of the nation's wealthiest and most populous areas offering a diverse economy, attractive real estate and development opportunities, well-known and diverse education and innovation, and multiple types of housing options, making it an appealing place to live, work, and invest.

Payrolls have been expanding at a faster rate compared to the U.S. and other major economies in the Northeast on a year-over-year basis. The healthcare and life science sectors are leading the way, supported by professional/business services and finance, which are also outpacing the Northeast region. The unemployment rate remains low and is closer to the national average than it has been in over a decade, although it is starting to show a slight increase. The pause in labor force gains suggests a potential cooling in the job market.

Looking ahead, the Philadelphia MSA is poised for continued growth and development. Plans are in place to further enhance its infrastructure, expand public transportation options, and invest in sustainable development projects. With its strategic location, diverse economy, and rich cultural scene, as a region, Philadelphia and its surrounding areas are well-positioned to continue attracting businesses, residents, and visitors alike, further cementing its status as a vibrant and dynamic region on the East Coast.

MARKET AREA ANALYSIS



Neighborhood Map

Boundaries

The subject is located in the Independence Mall submarket within the Central Business District of Philadelphia, locally known as Center City. The Independence Mall area is a historic district renowned for its significant role in American history. At its heart is Independence Hall, where both the Declaration of Independence and the United States Constitution were debated and adopted. This UNESCO World Heritage site attracts numerous visitors each year. This area is generally delineated as follows:

North	Interstate 676
South	Walnut Street
East	Delaware River
West	South Broad Street

Characteristics

- The area is home to a variety of historical attractions including the Independence Hall, Liberty Bell, Independence National Historic Park, National Constitution Center, Museum of the American Revolution, Carpenters Hall, The Ben Franklin House remains and several other noteworthy historical attributes.

- The area is within proximity of Interstate 676 and Interstate 95 providing efficient access throughout the Greater Philadelphia area, and Southern New Jersey.
- Penns Landing is nearby, as is Old City and Society Hill.
- Public transportation is readily available. The Jefferson Station is located with a half mile west of the subject.
- Philadelphia has allocated a multimillion-dollar budget to celebrate the 250th anniversary of American independence. From this budget, approximately $28 million is earmarked for public safety, which includes staff training, upgrades to the historic Market Street corridor in Old City, and greening initiatives throughout the city. The subject is located in the very heart of the main historical attractions.
- Key events planned for 2026 include a series of weekly celebrations titled "52 Weeks of Firsts," the "FIFA World Cup," the "MLB All-Star Game," and a prominent Wawa Welcome America July 4th celebration. Additionally, the city is making significant investments in tourism and infrastructure upgrades to accommodate the anticipated influx of visitors.

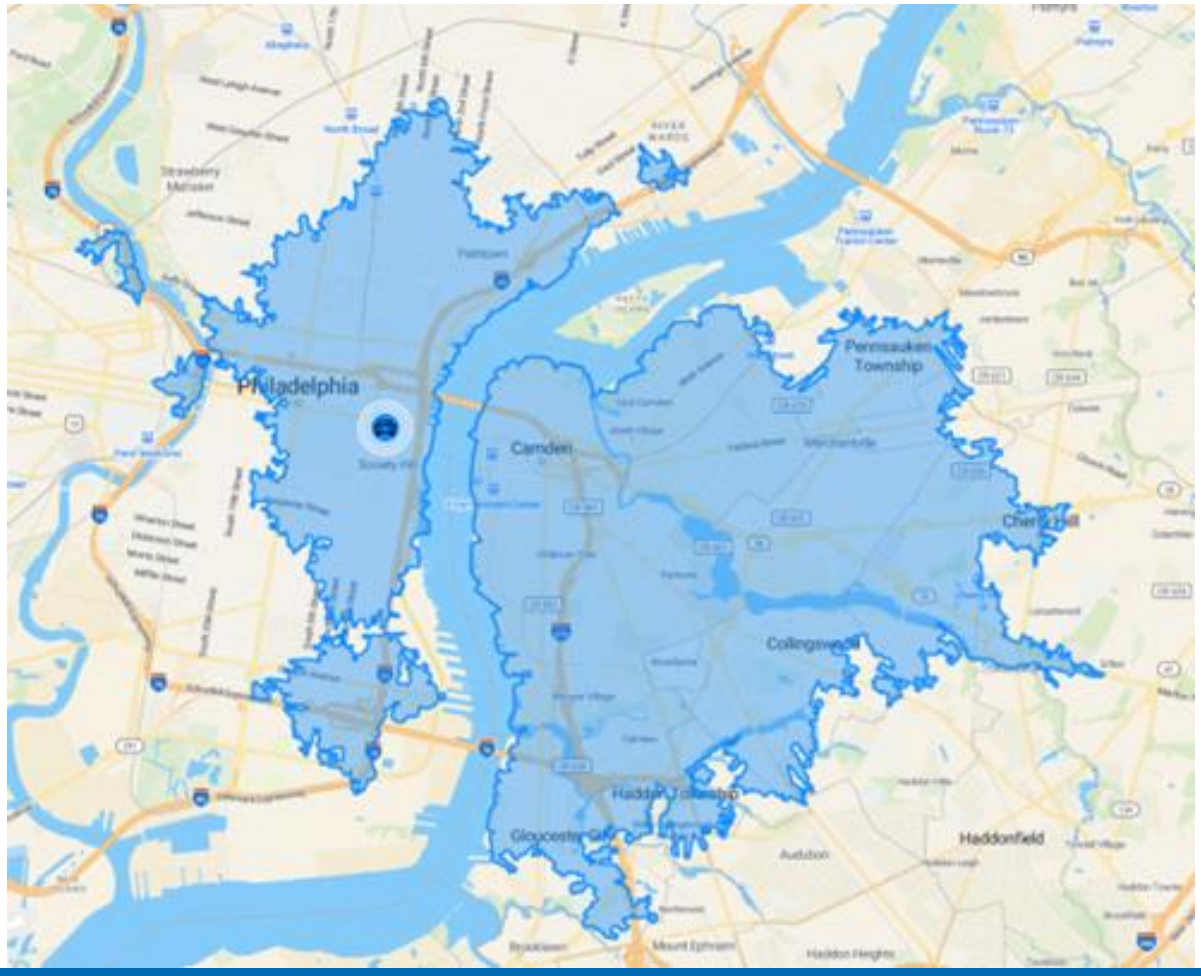
Transportation and Access

The subject property is situated at the corner of South 4th Street and Ranstead Street, with major arterials like Interstate 676 and Interstate 95 nearby. Interstate 676 (Vine Street Expressway) runs just north of the property, offering efficient east-west connections across Philadelphia and linking to other highways, while also providing access to New Jersey via the Benjamin Franklin Bridge. Interstate 95 runs parallel to the Delaware River, offering a key north-south route along the eastern side of Philadelphia.

In addition, SEPTA operates numerous bus lines, two intra-city subways and two major regional commuter rail stations in Center City. The property is within a half mile from Jefferson Station (formerly Market East Station). The regional rail lines provide public transportation to numerous Pennsylvania suburban communities.

Distance from Key Locations

The following illustrates the 15-minute drive time from the subject.

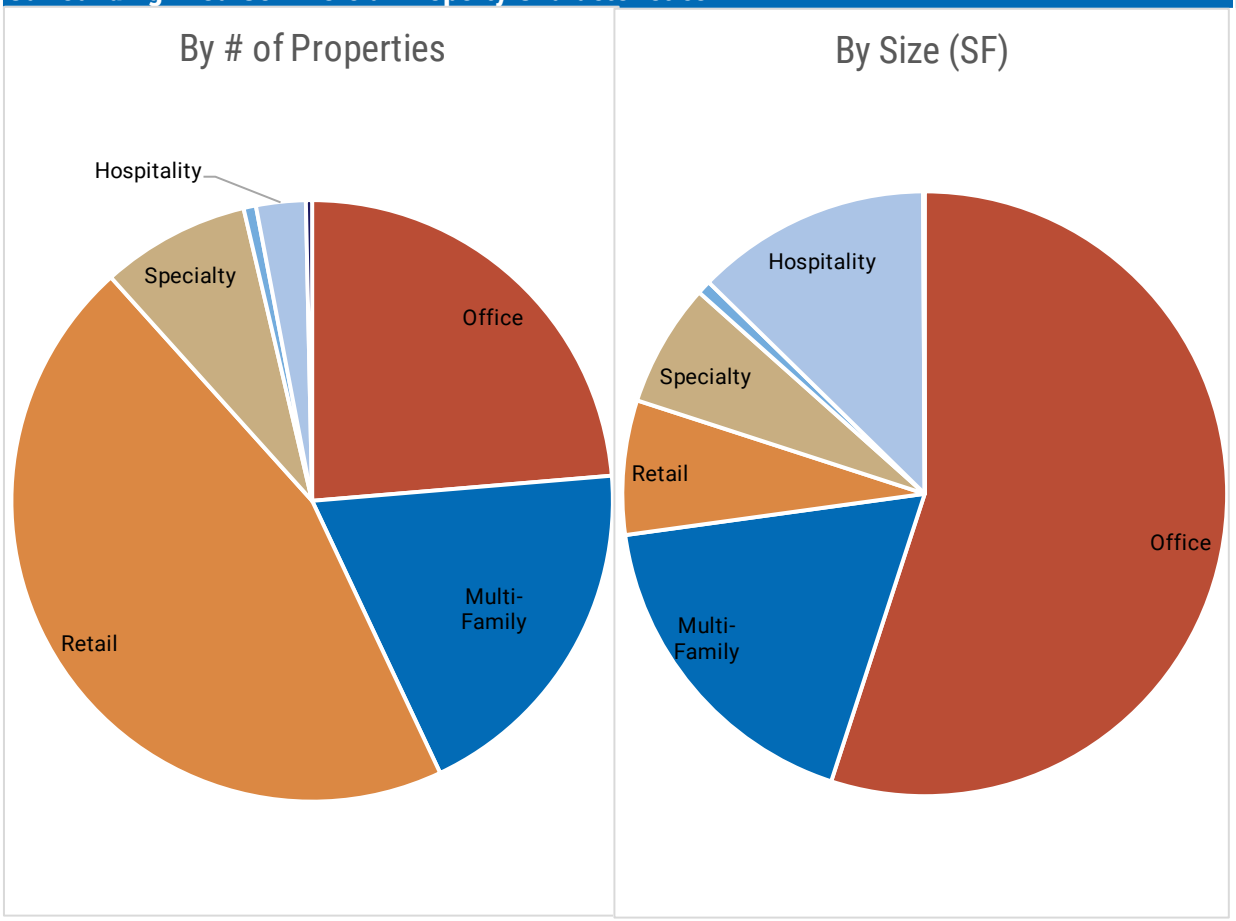


Drive Time Map

Land Use

The following was developed from Costar data for the major property types in the surrounding 0.25 mile radius around the subject.

Surrounding Area Commercial Property Characteristics

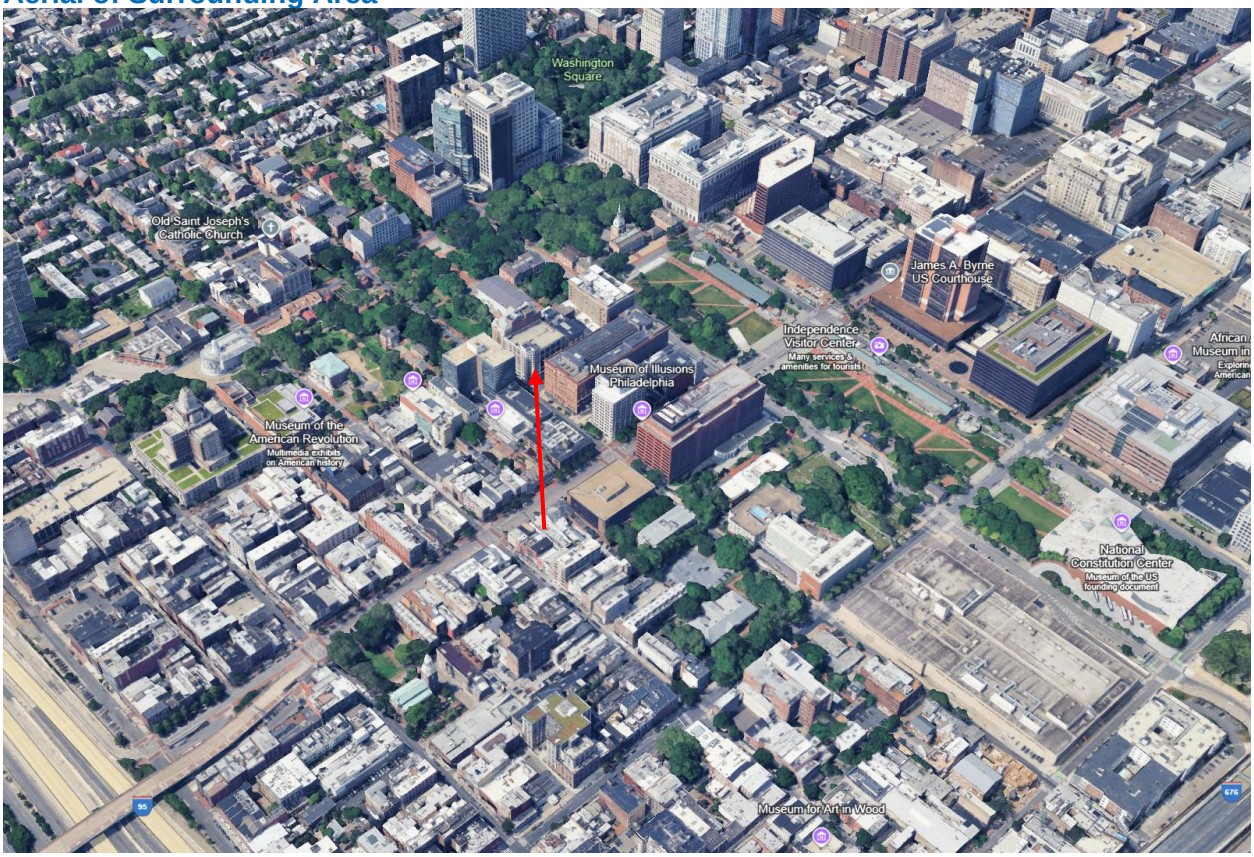


Souce: Costar; Compiled by Newmark

Within the immediate area of the subject, property uses include the following:

- As discussed, many historical attractions are within proximity of the subject.
- Market and Chestnut Streets feature a variety of mixed-use properties, as well as restaurants and offices.
- In addition, Chestnut Street hosts a variety of museums and historical sites including Carpenters' Hall, Museum of the American Revolution and Independence Hall.
- Penn's Landing is located within a half-mile of the subject.

Aerial of Surrounding Area



Photograph of Surrounding Properties



Liberty Bell Center



Independence Hall

Demographics

A demographic summary for the defined area is illustrated as follows:

Demographic Analysis	0.25-Miles Radius	0.5-Miles Radius	1-Mile Radius	19106	City of Philadelphia	Philadelphia-Camden-Wilmington, PA-NJ-DE-MD MSA	Pennsylvania
Population							
2020 Total Population	2,338	17,772	61,771	15,111	1,603,797	6,245,051	13,002,700
2024 Total Population	2,290	18,002	62,909	15,446	1,599,611	6,307,532	13,056,584
2029 Total Population	2,376	18,318	70,004	16,422	1,602,967	6,334,854	13,057,072
Projected Annual Growth %	0.7%	0.3%	2.2%	1.2%	0.0%	0.1%	0.0%
Households							
2020 Total Households	1,262	10,138	34,010	8,651	658,075	2,413,835	5,210,598
2024 Total Households	1,270	10,336	34,900	8,861	662,261	2,460,883	5,267,804
2029 Total Households	1,350	10,755	39,651	9,634	680,741	2,518,376	5,343,857
Projected Annual Growth %	1.2%	0.8%	2.6%	1.7%	0.6%	0.5%	0.3%
Income							
2024 Median Household Income	$108,078	$118,379	$110,948	$123,588	$58,310	$89,278	$75,926
2024 Average Household Income	$137,993	$167,366	$162,210	$170,381	$91,687	$127,993	$108,499
2024 Per Capita Income	$81,782	$97,562	$90,256	$98,207	$38,102	$50,057	$43,931
Housing							
2024 Owner Occupied Housing Units	22.1%	31.8%	29.9%	34.5%	43.9%	61.6%	61.7%
2024 Renter Occupied Housing Units	61.4%	56.0%	58.3%	52.8%	45.6%	31.5%	28.7%
2024 Median Home Value	$533,602	$586,702	$569,063	$579,239	$275,559	$381,561	$291,889
Median Year Structure Built	1958	1963	1957	1963	1949	1965	1964
Miscellaneous Data Items							
2024 Average Household Size	1.55	1.56	1.68	1.55	2.33	2.49	2.40
2024 Median Age	36.9	38.5	34.5	38.7	35.5	39.6	41.4

Source: ESRI; Compiled by Newmark

The market area demographics are best described by the zip code segment in the above table. The below observations are made:

- Popoulation and household growth are expected to increase over the next five years.
- Median household income are greater than the city and state averages.

Demand Generators

Center City has a diverse and balanced economic base containing multiple levels of demand generators ranging from office-related employment to retail, cultural, education, medical, entertainment, and residential. Some key facts regarding Greater Center City are summarized below:

- Philadelphia is in the middle of the nation's Northeast Corridor and at the center of a nine–county region of about 6.3 million residents.
- Center City has an extensive transit network anchored by Amtrak’s 30th Street Station which is one of the busiest in the Northeast Corridor.

- Major employers include the City of Philadelphia, University of Pennsylvania, Temple University, two major medical schools and three major hospitals. It is the headquarters for Comcast, Blue Cross of Pennsylvania, Delaware Valley Investments, and several others. Moreover, there are numerous City and Federal agencies located in Center City including EPA, HUD, Justice Department, U.S. Mint, The Federal Reserve, and many others.
- Two Old City office buildings, including the Bourse Building, are slated for renovation within the next year. The Bourse Building, spanning 302,600 square feet, will become part of Hilton's Tapestry Collection. It is planned to feature 152 rooms on the third, fourth, and eighth floors and is expected to open in the first quarter of 2026, in preparation for the semi quincentennial event. The hotel's completion will bring additional employment opportunities to the area.
- The immediate area is anticipated to see substantial demand and tourist traffic due to the planned events taking place in the City of Philadelphia next year.

Conclusion

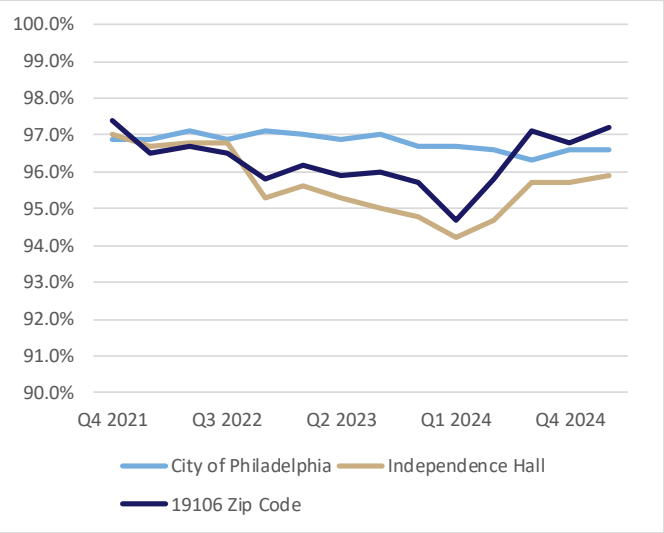
Center City Philadelphia has experienced consistent development and growth over the past couple of decades. The area surrounding Independence Hall is projected to experience population and household growth that will exceed both city and state averages. The presence of public transportation, easy access to major arterial roads, and proximity to Center City significantly enhance the appeal of housing within the submarket. Given these positive forecasts, it is likely that the area will continue to grow for the foreseeable future.

RETAIL MARKET ANALYSIS

Retail Market Overview

The following discussion outlines overall market performance in the surrounding retail market using Costar market metric data. Presented are market statistics of the City of Philadelphia, the Independence Hall submarket, as well as the 19106 zip code.

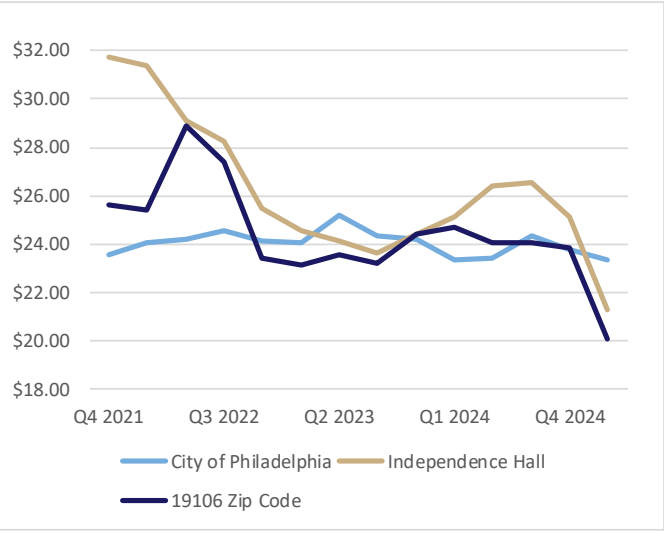
Occupancy Rate



Period	City of Philadelphia	Independence Hall	19106 Zip Code
Q4 2021	96.9%	97.0%	97.4%
Q1 2022	96.9%	96.7%	96.5%
Q2 2022	97.1%	96.8%	96.7%
Q3 2022	96.9%	96.8%	96.5%
Q4 2022	97.1%	95.3%	95.8%
Q1 2023	97.0%	95.6%	96.2%
Q2 2023	96.9%	95.3%	95.9%
Q3 2023	97.0%	95.0%	96.0%
Q4 2023	96.7%	94.8%	95.7%
Q1 2024	96.7%	94.2%	94.7%
Q2 2024	96.6%	94.7%	95.8%
Q3 2024	96.3%	95.7%	97.1%
Q4 2024	96.6%	95.7%	96.8%
Q1 2025	96.6%	95.9%	97.2%

Source: Costar; Compiled by Newmark Valuation & Advisory

Asking Rent Per SF



Period	City of Philadelphia	Independence Hall	19106 Zip Code
Q4 2021	$23.56	$31.70	$25.62
Q1 2022	$24.03	$31.39	$25.40
Q2 2022	$24.19	$29.07	$28.91
Q3 2022	$24.55	$28.26	$27.41
Q4 2022	$24.14	$25.51	$23.41
Q1 2023	$24.05	$24.56	$23.13
Q2 2023	$25.19	$24.16	$23.53
Q3 2023	$24.33	$23.66	$23.24
Q4 2023	$24.23	$24.43	$24.40
Q1 2024	$23.36	$25.10	$24.67
Q2 2024	$23.42	$26.38	$24.03
Q3 2024	$24.31	$26.54	$24.08
Q4 2024	$23.74	$25.09	$23.87
Q1 2025	$23.34	$21.28	$20.09

Source: Costar; Compiled by Newmark Valuation & Advisory

Retail Market Statistics						
Trailing Four Quarters Ended Q1 2025						
Market / Submarket	Inventory (SF)	Completions (SF)	Vacancy (%)	Net Absorption (SF)	NNN Rent Overall / SF	All Service Type Rent Overall / SF
City of Philadelphia	76,326,733	170,749	3.40%	89,643	$23.34	$23.57
Independence Hall	3,052,590	0	4.10%	52,149	$21.28	$22.76
19106 Zip Code	2,605,565	0	2.80%	65,243	$20.09	$20.82

Source: Costar; Compiled by Newmark Valuation & Advisory

- The average vacancy rate within the submarket is generally similar to the averages presented within the city and zip code.
- Effective rental rates within the submarket are slightly less than the city average, however generally similar to the zip code average.
- Effective rental rates in Center City and within the submarket have been on a declining trend over the past few years.
- Absorption was positive over the last year.
- No new retail development were added to the submarket over the last year.

Market and Submarket Trends

Retail Market Trends								
	City of Philadelphia				Independence Hall			
	Inventory (SF)	Completions (SF)	Vacancy %	NNN Rent Overall / SF	Inventory (SF)	Completions (SF)	Vacancy %	NNN Rent Overall / SF
Q1 2023	76,061,043	82,967	3.0%	$24.05	3,050,700	0	4.4%	$24.56
Q2 2023	76,124,329	63,286	3.1%	$25.19	3,050,700	0	4.7%	$24.16
Q3 2023	76,129,863	5,534	3.0%	$24.33	3,052,590	1,890	5.0%	$23.66
Q4 2023	76,137,084	7,221	3.3%	$24.23	3,052,590	0	5.2%	$24.43
Q1 2024	76,155,984	18,900	3.3%	$23.36	3,052,590	0	5.8%	$25.10
Q2 2024	76,183,548	27,564	3.4%	$23.42	3,052,590	0	5.3%	$26.38
Q3 2024	76,186,574	3,026	3.7%	$24.31	3,052,590	0	4.3%	$26.54
Q4 2024	76,300,233	113,659	3.4%	$23.74	3,052,590	0	4.3%	$25.09
Q1 2025	76,326,733	26,500	3.4%	$23.34	3,052,590	0	4.1%	$21.28

** Forecast*

Source: Costar; Compiled by Newmark Valuation & Advisory

- Retail vacancies have remained generally stable within the submarket over the last three years.
- Effective rental rates within the city and submarket have declined over the last three years.
- Given the on-going positive absorption and forecasted population growth, effective rental rates should rise back towards trailing averages.

Supply & Demand

Construction Versus Absorption

Construction/Absorption Change

Market / Submarket	Prior Calendar Years History								
	Prior Calendar Year History			Prior Three Year History			Prior Five Year History		
	SF Built	SF Absorbed	Const. / Abs. Ratio	SF Built	SF Absorbed	Const. / Abs. Ratio	SF Built	SF Absorbed	Const. / Abs. Ratio
City of Philadelphia	163,149	67,354	2.4	682,303	434,575	1.6	1,163,556	1,036,361	1.1
Independence Hall	0	26,273	0.0	1,890	-38,205	0.0	1,890	-40,849	0.0
19106 Zip Code	0	29,767	0.0	1,890	-12,368	-0.2	1,890	-18,261	-0.1

Source: Costar; Compiled by Newmark Valuation & Advisory

– Absorption in the submarket was positive over the last year, marking a turnaround after five years of negative absorption.

Trends and Projections

Subject and Market Historical and Forecast Trends

Market Vacancy Rate Indicators

	Current	Most Recent Full Year	Trailing 3-Year	Trailing 5-Year	Trailing 10-Year
Costar					
City of Philadelphia	3.40%	3.40%	2.90%	3.60%	5.40%
Independence Hall	4.10%	4.30%	4.70%	3.90%	5.10%
19106 Zip Code	2.80%	3.20%	4.20%	3.50%	3.10%

Source: Costar, Newmark Valuation & Advisory

– Given the expected population and household growth, coupled with stable occupancy levels over the last three years. A vacancy rate of 4% is deemed reasonable for the retail component.

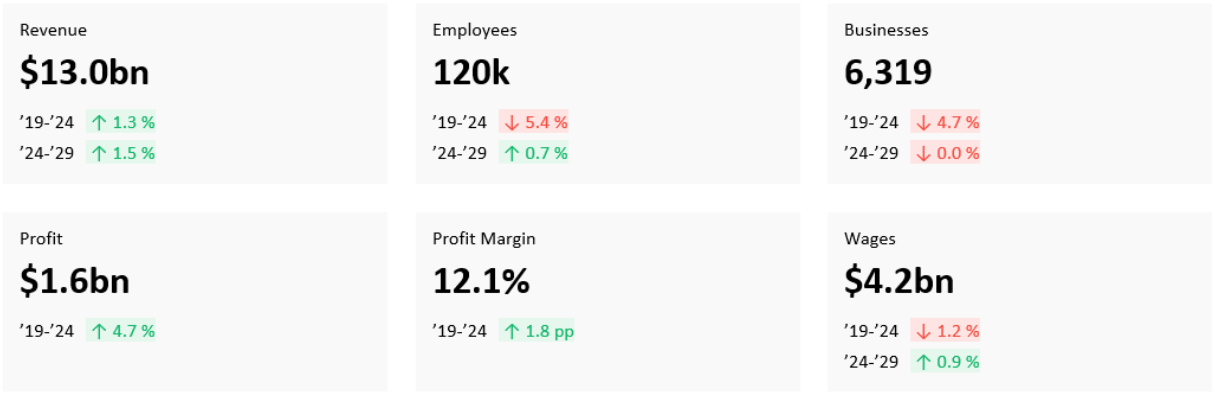
Conclusion

Although average rental rates have declined over the last few years, positive growth trends within the submarket are expected to sustain the continuous demand for retail space. Notably, absorption was positive over the past year, following five years of negative absorption. Overall, it is likely that the retail market will remain relatively balanced for the foreseeable future.

NATIONAL PARKING INDUSTRY

The information in this analysis is from the IBISWorld Industry Report: Parking Lots & Garages in the US dated September 2024.

This industry comprises operators who provide parking and valet services at establishments on an hourly, daily or monthly basis. It mainly operates via management contracts, lease agreements or property ownership.



Performance

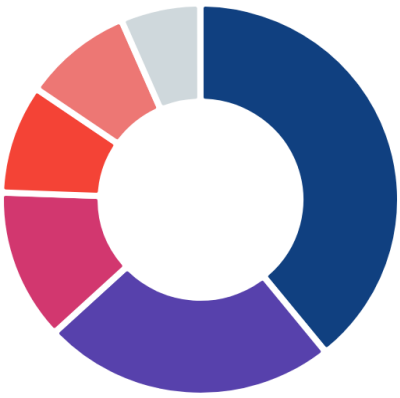
- Management contracts have become increasingly favored among parking service operators aiming to reduce expenses in a fiercely competitive market. These contracts enable operators to deliver services without the obligations of ownership or construction.
- In the upcoming five years, alternative transportation modes, including public transit, ridesharing, and autonomous vehicles, are anticipated to challenge parking operators as consumers move away from conventional parking services.

External Environment

- Parking lot and garage operators receive limited assistance, with government subsidies available only to businesses fulfilling certain criteria, but there is no direct aid provided.
- Ongoing reductions in nonresidential construction constrain parking operators' business. A significant portion of their revenue comes from commercial clients, such as hospitals and sports venues, which are affected by the slowdown in construction.

Products & Services Segmentation

Industry revenue in 2024 broken down by key product and service lines.



- Hourly or daily off-street parking ($5.1bn) 39.2%
- Weekly or monthly off-street parking in buildings ($3.1bn) 23.9%
- Valet parking ($1.6bn) 12.5%
- Weekly or monthly off-street parking on lots ($1.2bn) 9.0%
- Management fees for the operation of parking facilities ($1.2bn) 8.9%
- Other and on-street parking services ($847.4m) 6.5%

IBISWorld

Source: IBISWorld

Key External Drivers

Key External Drivers	Impact
Number of businesses	Positive
Value of private nonresidential construction	Positive
National unemployment rate	Negative
Total retail sales	Positive
World price of crude oil	Negative

Strengths	Weaknesses
– Low Imports	– Low & Steady Barriers to Entry
– Low Product/Service	– Low & Steady Level of Assistance
– Concentration	– High Competition
– Low Capital Requirements	– High Volatility

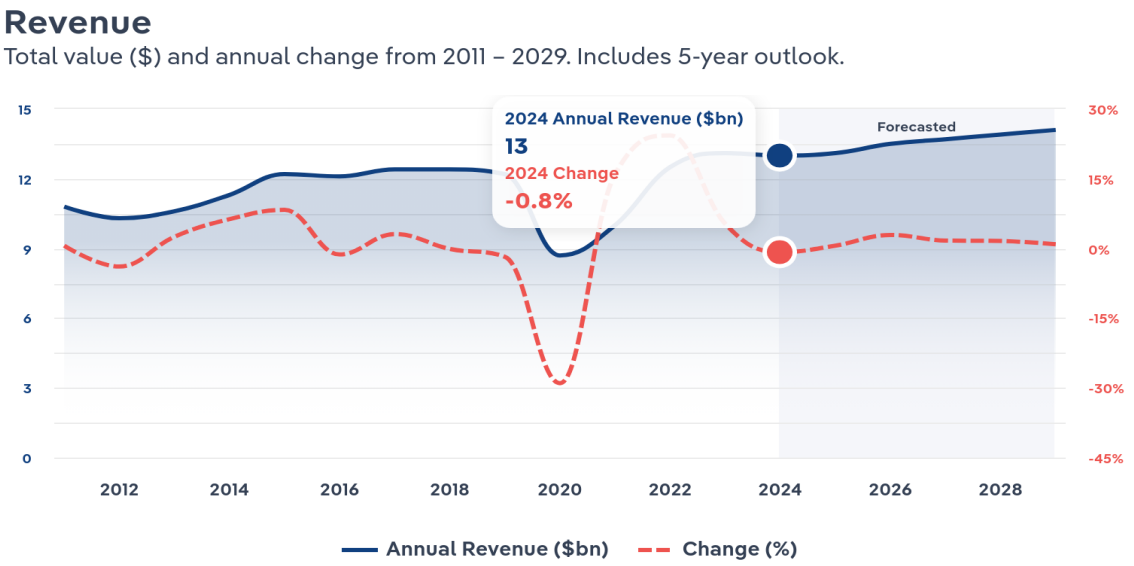
	– Low Profit vs. Sector Average – High Customer Class – Low Revenue per Employee
Opportunities – High Revenue Growth (2018-2023) – High Revenue Growth (2023-2028) – Number of businesses	**Threats** – Very Low Revenue Growth (2005-2023) – Low Outlier Growth – Low Performance Drivers – Value of private nonresidential construction

Urbanization and technological advancements have had a considerable impact on the parking lots and garages industry. The use of smart parking systems has optimized space usage and increased efficiency, attracting more consumers to these facilities. Economic stability and potential interest rate reductions may create favorable conditions for the industry, potentially resulting in gradual rent decreases and more investment in upgrading facilities. The sector has experienced revenue growth at a CAGR of 1.3% over the past five years, projected to reach $13.0 billion. However, a single-year decline of 1.8% is expected in 2024.

Cost management strategies have improved profitability in the industry. Companies have increased profit margins by reducing wages and implementing layoffs. The adoption of technology has enhanced operational efficiency and decreased reliance on human labor. Managing contracts, instead of owning or leasing assets, has significantly reduced capital needs and depreciation expenses, boosting profitability.

Over the next five years, rising consumer confidence will likely increase the demand for parking at transit hubs, retail centers, and event venues. Moderate growth in construction activity may open new opportunities for creating additional facilities. Urbanization will require efficient parking solutions, leading to investments in multi-level garages and strategically located lots. Despite these positive trends, traditional revenue models might face challenges from self-driving cars and expanded ride-sharing services. Embracing technologies like mobile platforms for real-time parking information and dynamic pricing could provide a competitive advantage and support market sustainability. Revenue is projected to grow at a CAGR of 1.5% over the next five years, reaching $14.1 billion by 2029.

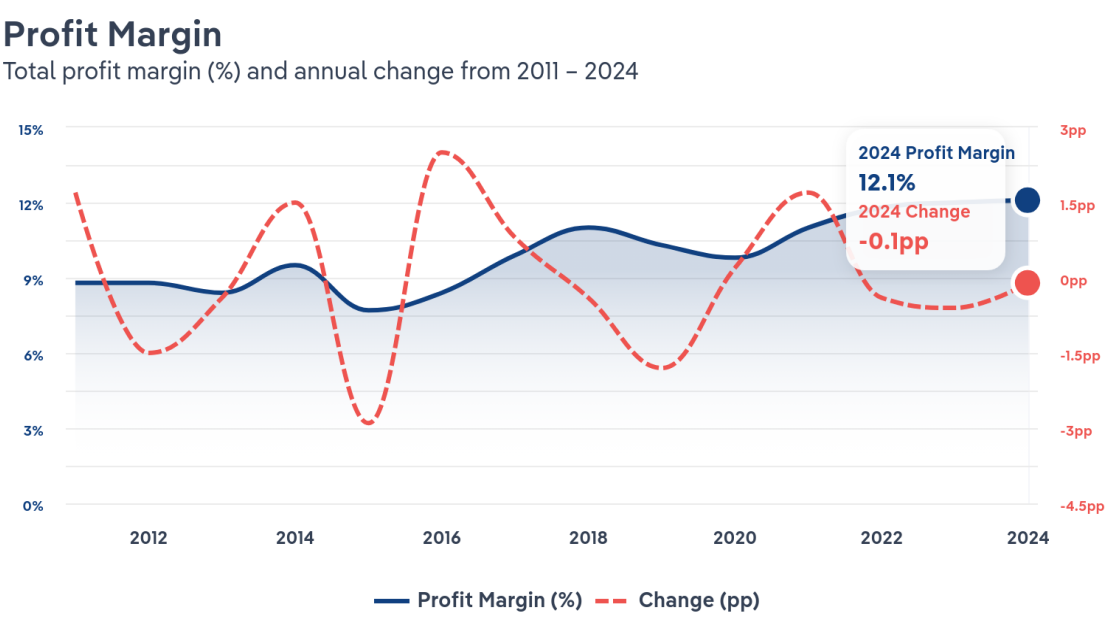
Revenue



IBISWorld

Source: IBISWorld

Profit Margin



IBISWorld

Source: IBISWorld

Current Performance

The parking management sector faces decreased revenue due to reduced nonresidential construction, leading to fewer opportunities and contracts, even as management companies maintain efficient operations. The industry's performance is closely tied to construction trends. Parking lots compete with free on-street parking, as urban residents favor cost savings. Competitive pricing and enhanced amenities could help garages attract more patrons, especially as urbanization increases demand for structured parking solutions.

Technological advancements like smart parking systems and mobile apps enhance efficiency and consumer experience by guiding drivers to available spaces and offering digital payments. Both public and private sectors are investing in these technologies. The rise of electric vehicles necessitates more charging stations, while ridesharing reduces parking demand, affecting traditional revenue streams. Parking facilities can adapt by accommodating short-term stops for ride-share drivers. Urban population growth increases the need for structured parking, particularly near high-traffic areas, offering opportunities for facilities focusing on convenience and security.

Industry Outlook

The expanding economy is expected to boost parking demand due to increased consumer confidence in travel, necessitating more spaces at airports, transit hubs, workplaces, and retail areas. As businesses grow and event attendance rises, access to well-managed parking becomes essential. Urbanization and mild growth in nonresidential construction will create opportunities to expand parking facilities, while congested urban areas will demand efficient solutions like multi-level garages.

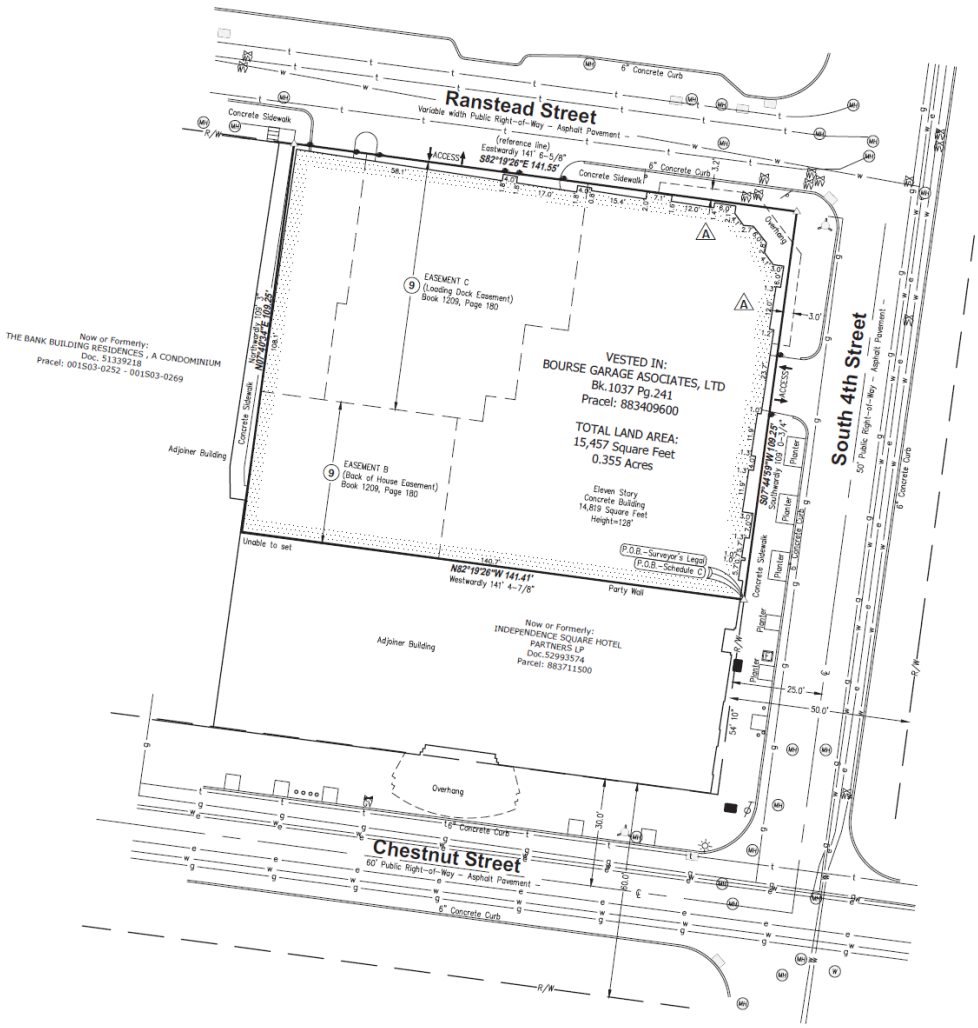
The emergence of self-driving cars and ridesharing services poses a challenge to traditional parking, as reliance on personal vehicles decreases. Growing environmental awareness and the rise of bike-sharing programs further reduce parking demand, prompting parking service companies to adopt new technologies such as automated systems and EV accommodations.

Mobile platforms will transform parking access and pricing by providing real-time information, allowing consumers to make informed decisions and compare prices across garages. This will lead to more competitive pricing and improved user experiences. Dynamic pricing models will be adopted, with rates adjusted based on demand to optimize revenue streams.

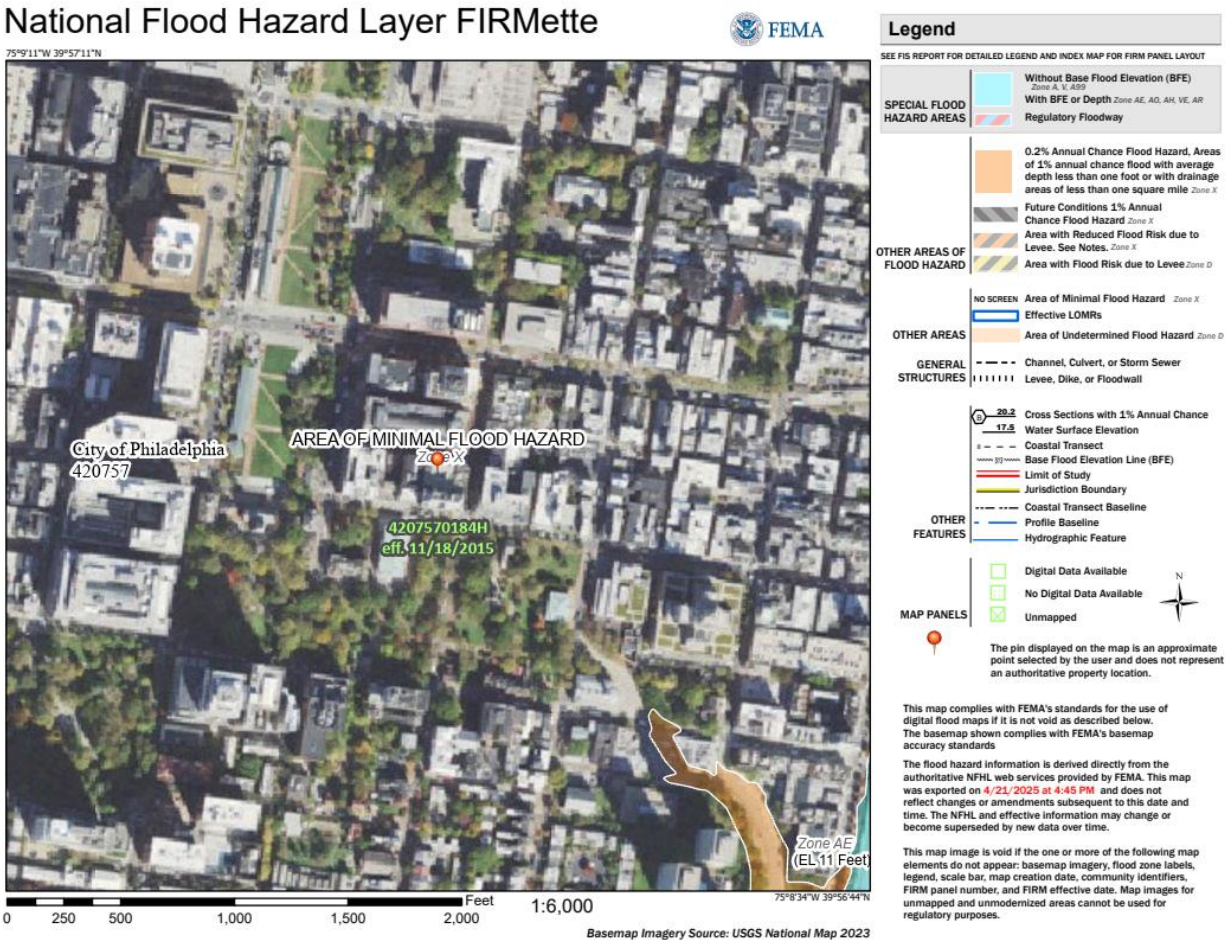
Subject Conclusions

In conclusion, the demand for parking in this market is driven by the proximity to historical attractions, entertainment options, and a variety of shopping and dining venues, along with the rapidly increasing residential density. The existing supply, pricing strategies, and market trends in Philadelphia support sustained success in the commercial parking industry. Additionally, the planned semi quincentennial event in 2026 is expected to drive significant tourism to the area, particularly around the subject property due to its historical attractions. With the planned events slated for 2026, coupled with the completion of the Bourse Hotel, parking demand is anticipated to increase notably throughout 2026. This trend is further supported by numerous non-residential developments in the city that offer limited parking options. Considering both local and national trends and the planned events in Philadelphia for 2026, the demand for parking is projected to continue rising and witness a particularly strong year in 2026.

Land and Site Analysis



Site Plan


National Flood Hazard Layer FIRMette
FEMA
75°9'11"W 39°57'11"N
City of Philadelphia
420757
AREA OF MINIMAL FLOOD HAZARD
Zone X
4207570184H
eff. 11/18/2015
Zone AE
(EL 11 Feet)
75°8'34"W 39°56'44"N
0 250 500 1,000 1,500 2,000 Feet
1:6,000
Basemap Imagery Source: USGS National Map 2023
Legend
SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT
SPECIAL FLOOD HAZARD AREAS
Without Base Flood Elevation (BFE) Zone A, V, A99
With BFE or Depth Zone AE, AO, AH, VE, AR
Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD
0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
Future Conditions 1% Annual Chance Flood Hazard Zone X
Area with Reduced Flood Risk due to Levee. See Notes. Zone X
Area with Flood Risk due to Levee Zone D
OTHER AREAS
NO SCREEN Area of Minimal Flood Hazard Zone X
Effective LOMRs
Area of Undetermined Flood Hazard Zone D
GENERAL STRUCTURES
Channel, Culvert, or Storm Sewer
Levee, Dike, or Floodwall
OTHER FEATURES
20.2 Cross Sections with 1% Annual Chance
17.5 Water Surface Elevation
Coastal Transect
Base Flood Elevation Line (BFE)
Limit of Study
Jurisdiction Boundary
Coastal Transect Baseline
Profile Baseline
Hydrographic Feature
MAP PANELS
Digital Data Available
No Digital Data Available
Unmapped
N
The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.
This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards
The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 4/21/2025 at 4:45 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.
This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

Flood Map

Land Parcels

Parcel Summary	Associated APN(s)	Land Area (SF)	Land Area (Acres)
400 Ranstead Street	Tax ID: 883409600	15,457	0.3548

Compiled by Newmark

Land Description

Total Land Area	0.3548 Acres; 15,457 SF
Source of Land Area	Site Survey by Millman National Land Services, Dated 03/31/2023
Location	Center City Philadelphia
Site Characteristics	
Primary Street Frontage	South 4th Street (109 FF)
Secondary Street Frontage	Ranstead Street (141' 6" FF)
Traffic Control at Entry	None
Traffic Flow	Moderate
Accessibility Rating	Average
Visibility Rating	Above Average
Shape	Rectangular
Corner	Yes
Rail Access	No
Topography	Level
Easement/Encroachments	None Noted
Environmental Issue	None Noted
Flood Zone Analysis	
Flood Area Panel Number	4207570184H
Date	11/18/2015
Zone	Zone X
Description	Area of minimal flood hazard, usually depicted on Flood Insurance Rate Maps as above the 500-year flood level.
Utilities	
Utility Services	Electricity, gas, sewer, water

Compiled by Newmark

EASEMENTS, ENCROACHMENTS AND RESTRICTIONS

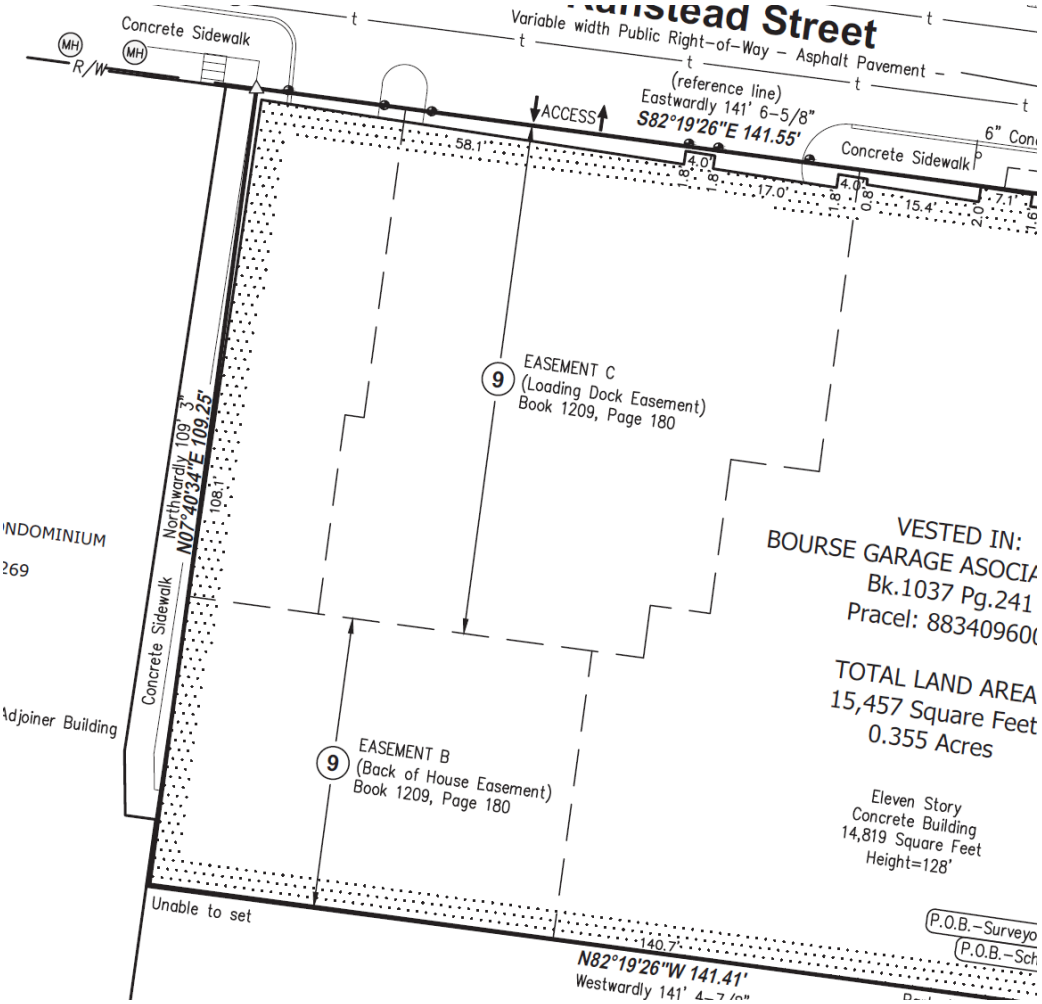
We have reviewed the title and site survey provided by ownership. There are two easements recognized as Easement B and C. Easement A was terminated during a lease amendment between ownership and Independence Square Hotel Partners L.P. on February 11th, 2019.

Easement Area B, recognized as the “Back of House Easement” includes all improvements within the exterior building walls of easement area, including exterior windows and doors, all utility lines, pipes, cables, wires, conductors, ducts and shafts transmitting utilities from the Hotel Facility into

Easement B. These improvements are to be maintained by the hotel owner, at its sole cost. In addition, the hotel shall maintain property insurance of this space.

Easement Area C recognized as “Loading Dock Easement” includes the loading docks and bays and all utilities serving the space.

The easement areas have been presented below.



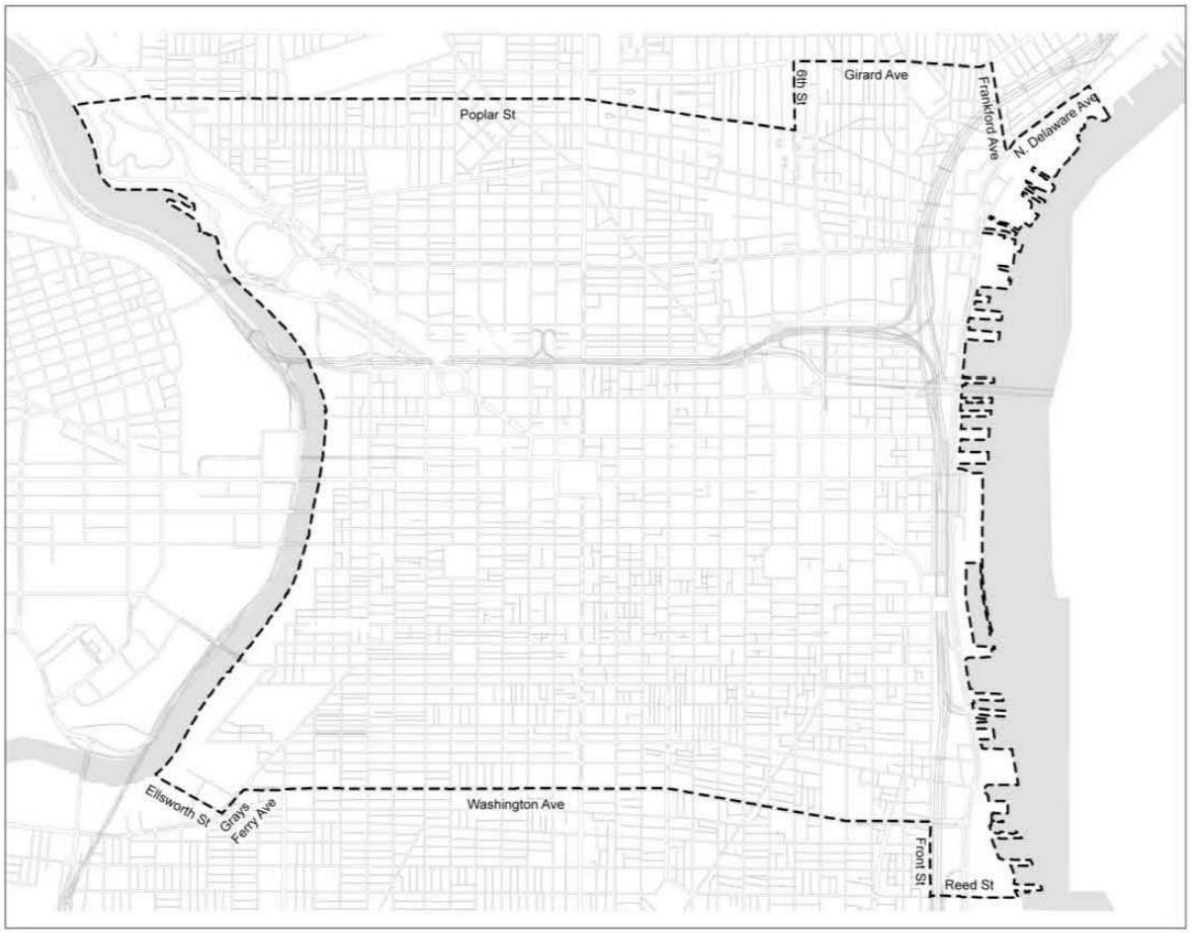
ENVIRONMENTAL ISSUES

Newmark is not qualified to detect the existence of potentially hazardous issues such as soil contaminants, the presence of abandoned underground tanks, or other below-ground sources of potential site contamination. The existence of such substances may affect the value of the property. For this assignment, we have specifically assumed that any hazardous materials that would cause a loss in value do not affect the subject.

We have examined an environmental report, dated April 12th, 2023, conducted by Progea, Inc. The report indicates that no evidence of recognized environmental conditions (RECs), controlled recognized environmental conditions (CRECs), or historical recognized environmental conditions (HRECs), as defined by ASTM, at the subject property.

Center City District

The subject is located within the Center City District and subject to the Center City District tax. The purpose of the CCD tax is to fund security, cleaning and promotional services to supplement basic services provided by the City of Philadelphia. It also is used for research, planning and communication strategies to enhance Center City. A map of the Center City District has been presented below.

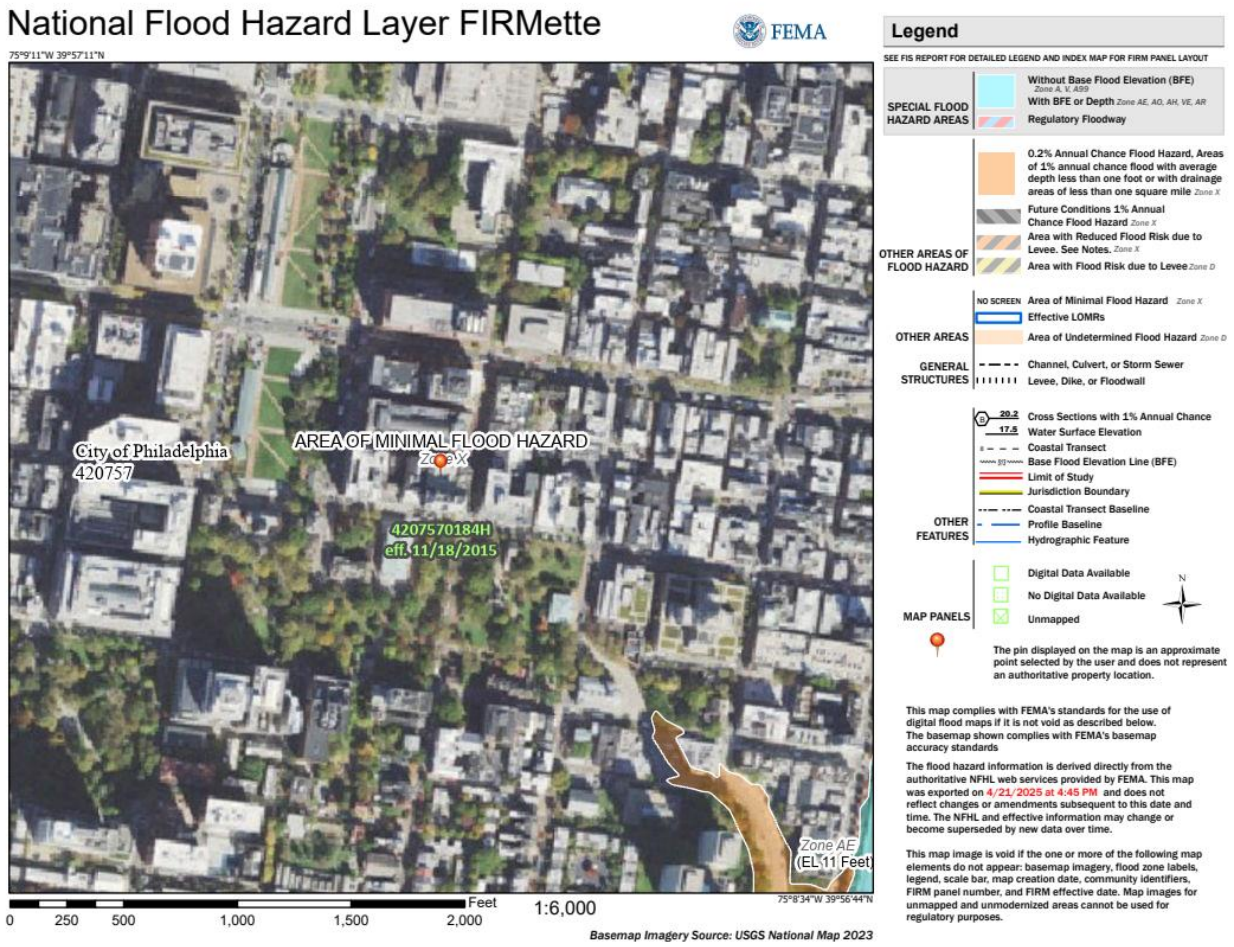


Zoning Map

CONCLUSION

- The subject properties corner location increases accessibility and visibility. The property has 141’ 6” of frontage along Ranstead Street and 109’ along South 4th Street.
- The site has a rectangular shape and level topography, which are appealing site features within the market area.
- South 4th Street is a one-way street with traffic flowing only southbound, while Ranstead Street allows traffic to travel only westbound.
- The site is subject to two easements allowing for access to the Loading Dock area and Back of House easement with Independence Square Hotel Partners L.P. It is assumed if the site were vacant, these two easements would no longer exist.
- There were not any environmental issues identified by Progea Inc.
- The property is zoned CMX-4, which allows for a wide variety of permitted uses. The subject property is well-suited for many of the uses permissible by zoning.
- The subject property is located within the Center City District.

Zoning and Legal Restrictions



Zoning Map

Zoning Summary

Category	Description
Zoning Jurisdiction	City of Philadelphia
Zoning Designation	CMX-4
Description	Center City Commercial Mixed-Use
Legally Conforming?	Yes
Zoning Change Likely?	Unlikely
Permitted Uses	Two-family, group living including personal care and single-room residence, passive and active recreation, adult care, child care, community center, educational facilities, fraternal organization, hospital, libraries and cultural exhibits, religious assembly, safety services, transit station, utilities and services, freestanding tower, building or tower-mounted antenna, business or professional office, medical, dental or health practitioner, government office, building supplies and equipment office, retail sales including consumer goods, food, beverage, groceries, medical marijuana dispensary, pets and pet supplies, sundries, pharmaceuticals, and convenience sales, wearing apparel and accessories, animal services, building services, business support, eating and drinking establishments including prepared food shop, take-out restaurant, sit down restaurant, financial services except personal credit establishment, funeral and mortuary services, maintenance and repair of consumer goods, marina, structured parking, personal services including body art and fortune telling, radio, television, and recording studios, visitor accommodations, commissaries and catering services, personal vehicle repair and maintenance, vehicle equipment and supplies sales and rental, artist studios and artisan industrial, research and development, community garden, market or community supported farm.
Maximum Occupied Area	Lot: Intermediate 75%, Corner 80%
Minimum Side Yard Width	8 feet, if used for buildings containing dwelling units
Maximimum Floor Area Ratio	500% with additional bonuses

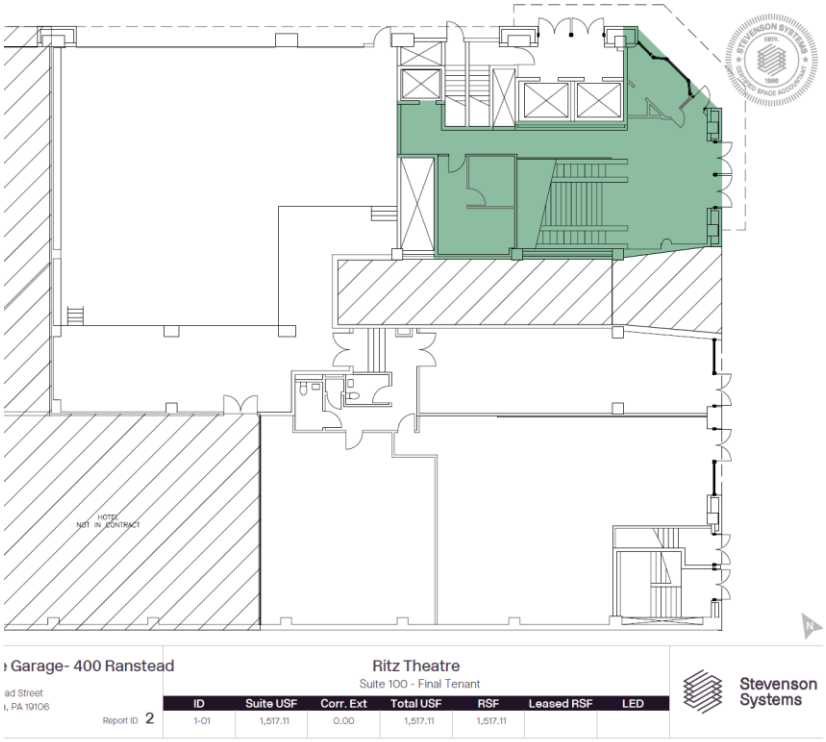
Compiled by Newmark

We are not experts in the interpretation of zoning ordinances. A qualified land use/zoning expert should be engaged if there are any zoning concerns or if a determination of compliance with zoning is required.

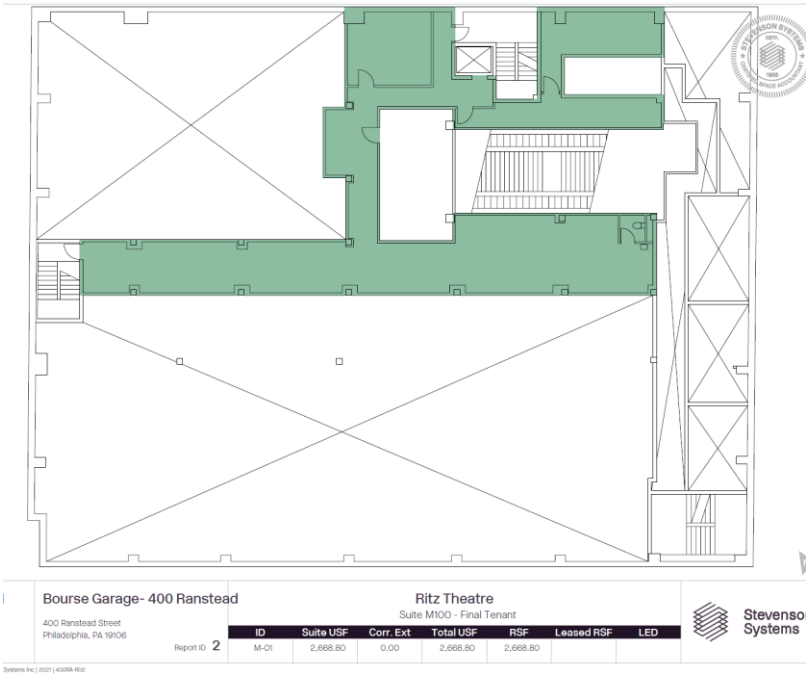
Improvements Analysis



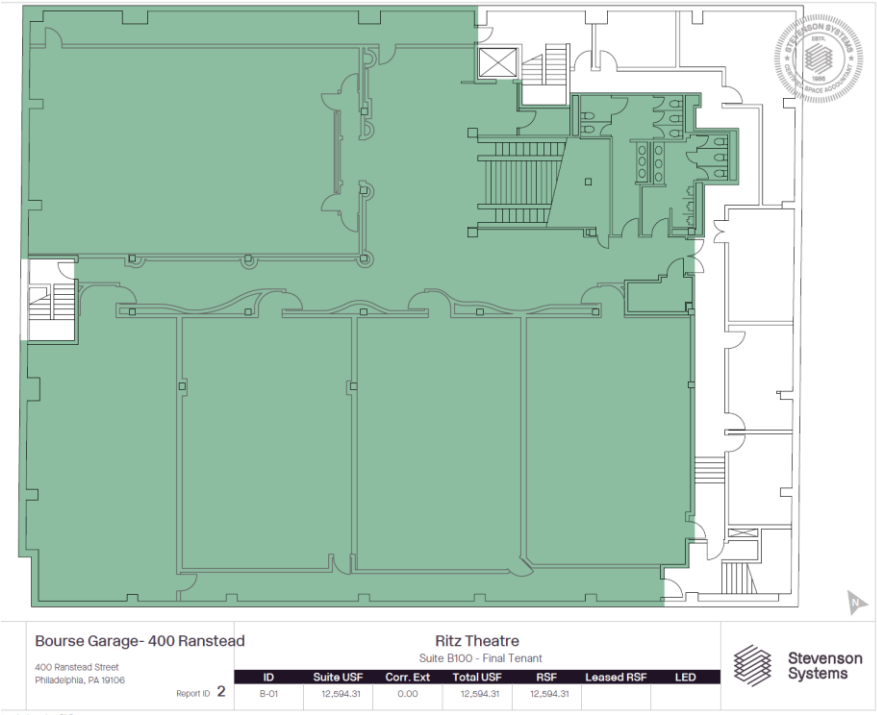
Photograph of Subject



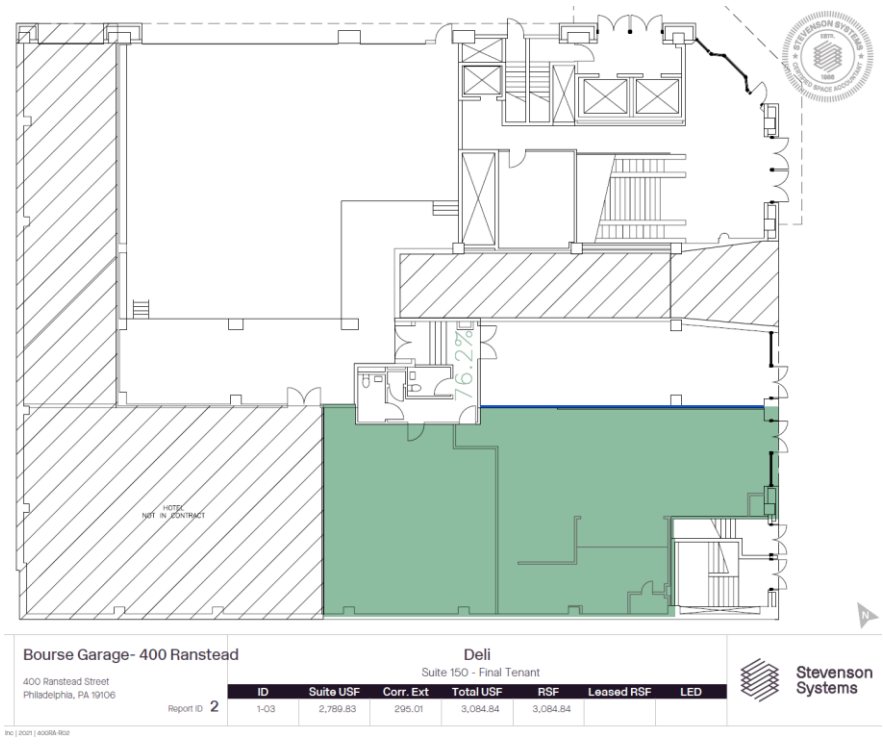
Sketch of Retail Component – Ritz Theater



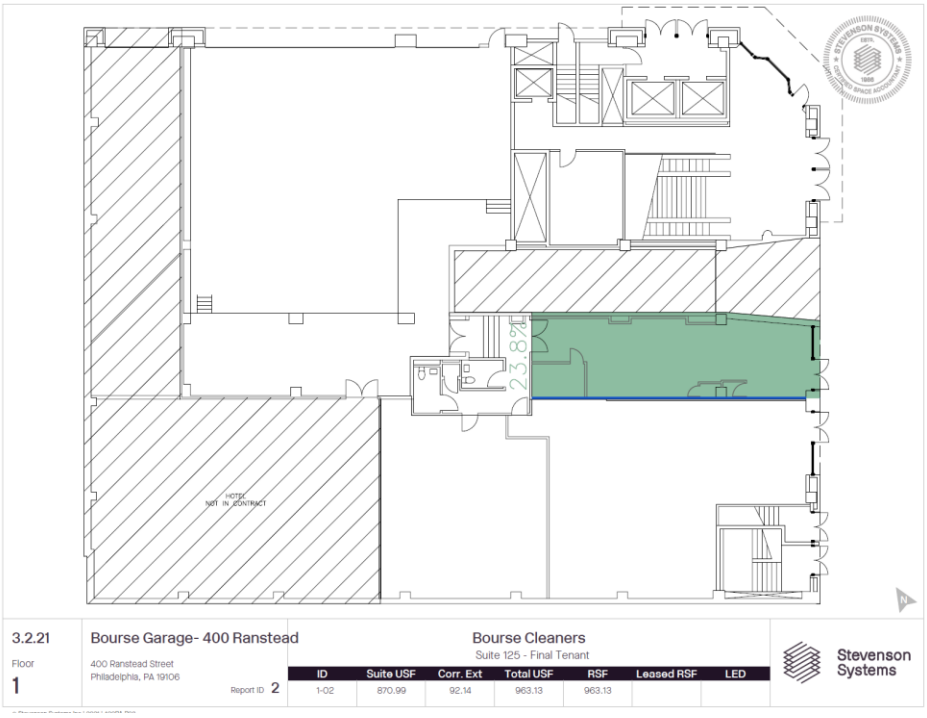
Sketch of Retail Component – Ritz Theater



Sketch of Retail Component – Ritz Theater

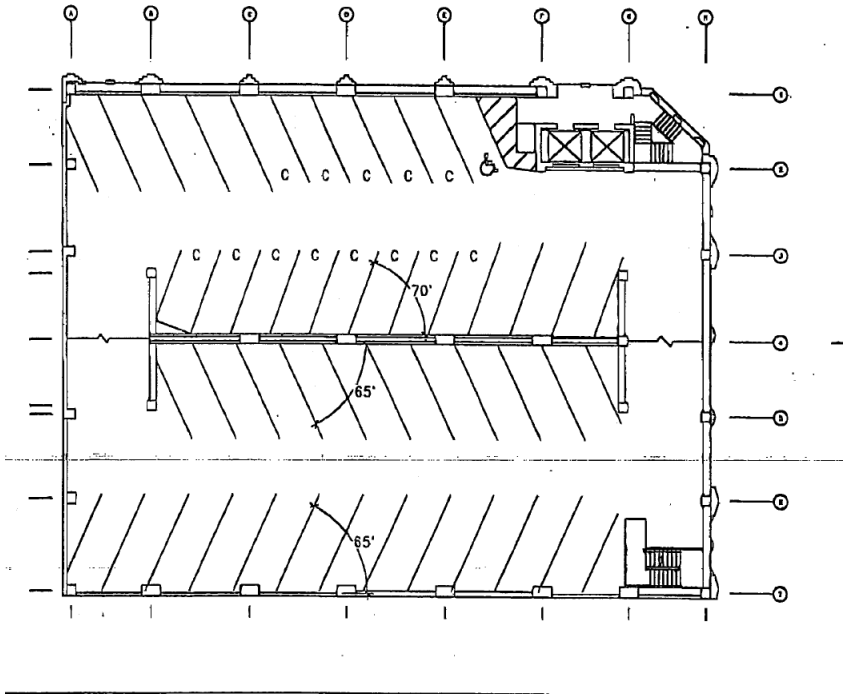


Sketch of Retail Component – Evergreen Deli



S

Sketch of Retail Component – Vacant Retail Space (Former Drycleaner)



Sketch of Typical Garage Floor

It should be noted that the recorded square footage for the retail spaces occupied by the Theater and Deli within the provided survey is greater than the rentable area specified in the leases. For our income analysis, we have used the rentable area as recorded within the lease agreements.

The improvements are more fully described in the following table.

Improvements Description	
Component Structures	
General Improvement Type	Specialty
Use Description	Parking Structure
No. Buildings	1
GBA (SF)	220,049
Rentable SF	220,049
% Occupied	7.92%
Construction Status	Existing, Stabilized Operations
Construction Class	C
Quality	Good
Current Condition	Average
Age/Life Depreciation Analysis	
Year Built	1988
Actual Age (Yrs.)	37
Economic Life (Yrs.)	45
Effective Age (Yrs.)	15
Remaining Economic Life (Yrs.)	30
Percent Depreciation	33.33%
Floor Area Analysis	
Number of Stories	11
Est. Ground Floor Area (GBA)	20,004
Attributed Site Area (SF)	15,457
Site Coverage	129.4%
Floor Area Ratio (FAR)	14.236
Land to Building Ratio	0.07:1
Parking Type	Garage parking
Garage Parking Spaces	453
Parking Ratio Per 1,000 SF NRA	2.06
Construction Details	**Parking Structure**
Foundation	Reinforced Concrete
Basement	None
Exterior Walls	Concrete
Windows	Insulated glass set in aluminum frames for retail component
Roof	Concrete with roof parking

Interior Finish	Parking Structure
Floors	Concrete in garage areas, tile and carpet in retail space
Walls	Concrete block in garage, painted drywall in retail space
Ceilings	Suspended acoustic tiling in retail spaces, concrete in garage
Lighting	Fluorescent fixtures
Engineering & Mechanical	**Parking Structure**
HVAC	Roof mounted HVAC systems
Electrical	Assumed adequate
Plumbing	Assumed adequate
Utility Meters	Individually metered
Elevators	Two elevators
Fire Sprinklers	Wet

Compiled by Newmark

PROPERTY CONDITION

Recent Renovations

We have been provided a historical capital expenditure budget dated 01/10/2023 and it highlights that approximately $614,000 in renovations were completed and $593,218 in tenant improvements. We were not provided further details regarding the specific renovations and improvements that took place.

Deferred Maintenance

Our observation of the property indicated no significant items of deferred maintenance.

Functional Utility

Based on our inspection and consideration of its current use, there do not appear to be any significant items of functional obsolescence.

Environmental Assessment

As noted, a Phase I report was review that was completed by Progea, dated April 12th, 2023. This report highlights that there is not any evidence of RECs, HRECs, or CRECs, as defined by ASTM, revealed in connection with the subject property.

In addition, we did not observe any potentially hazardous materials such as lead paint, asbestos, urea formaldehyde foam insulation, or other potentially hazardous construction materials on or in the improvements.

Personal Property

No personal property items were observed that would have any material contribution to market value.

CONCLUSION

- The gross building area of 220,049 square feet is derived from the U&O statement provided by ownership. Within the U&O statement, the square footage contributed to each space designated within the property is outlined. As a result, we assume the square footages presented within this statement are correct. It should be noted that Atlas, Philadelphia's Tax Assessment Office estimates the square footage at 191,028 square feet. Variances of this magnitude are not unusual.
- The property has undergone approximately $1,207,218 in renovations and tenant improvements over the last several years. As noted, we were provided a capital expenditure budget dated 01/10/2023.
- The property features two elevators.
- The property has 453 garage parking spaces.
- The garage is accessible from South 4th Street and exits onto Ranstead Street.
- As noted, the property comprises of approximately 18,397 square feet of retail space. Philadelphia Film Society rents 15,734 square feet throughout the first floor and lower level, Evergreen Deli occupies 1,700 square feet of ground floor retail space and there is a vacant 963 square foot unit on the ground floor.
- Overall, the quality, condition, and functional utility of the improvements are considered above average.

Real Estate Taxes

Real estate taxes in Pennsylvania are assessed under the jurisdiction of the individual counties that comprise the region. They are derived on an ad valorem basis with total taxation reflecting the application of appropriate tax rates to a proportion of perceived market value – known as assessed value. These tax rates, or millage rates, are assembled from three components, applicable to their specific county authorities, local municipalities and school districts. They are then applied on an annual dollar for dollar basis per $1,000 of total assessed value. It is further noted that the counties and municipalities set their tax rates on a calendar year; school districts typically operate on a fiscal year. In the City of Philadelphia, the Office of Property Assessment (OPA) has affirmed a millage rate of 1.3998% through 2025.

Taxes and Assessments

Tax Year 2025	Assessor's Market Value				Assessed Value			Millage Rates	Taxes and Assessments		
Tax ID	Land	Improvements	Total	Assessment Ratio	Land	Improvements	Total	Land & Improvements	Ad Valorem Taxes	CCD Tax	Total
Tax ID: 883409600	$5,584,716	$9,928,384	$15,513,100	100.0%	$5,584,716	$9,928,384	$15,513,100	13.99800	$217,152	$28,214	$245,366

Compiled by Newmark

Center City District Tax

The Philadelphia CCD Tax of $28,214 was estimated using data from the Center City District tax office calculation guide. To determine the total assessed charge used, the calculation is as follows:

2025 Aggregate Commercial Assessment: $17,262,640,805.17
2025 Aggregate Residential Assessment: $860,866,601.73
2025 Total: $18,123,507,407.

For a commercial property with an assessed value of $15,513,100 (subject property): We take the certified assessed value provided by the OPA, and divided it by the Original Aggregate of the Commercial Assessments ($17,262,640,805.17) and multiplied this by the adjustment amount ($860,866,601.73). The result is $773,619.16. The calculation is as follows:

$15,513,100 ÷ $17,262,640,805.17 × $860,866,601.73 = $773,619.16

Assessment: $15,513,100
Adjustment: $773,619.16
Total Revised Assessment Used for Billing Purposes: $16,286,719.16

Based on this Assessment, CCD's 2025 bill would be calculated as follows:

The revised assessed value of the property ($16,286,719.16), divided by the total assessed value of the CCD ($18,123,507,407) – equals a proportion that is then multiplied by the 2025 CCD total billing amount ($31,395,430). The result is the 2025 Charge ($28,213.55).

The calculation is as follows:

$105,245,891.31 ÷ $18,123,507,407 × $31,395,430 = $28,213.55

Based on our concluded market value herein, the assessment appears low, considering the appraised value is greater than the assessor's market value. To address the risk of an increased assessment, we compare the subject's tax assessment with several other parking garage properties since assessments in Pennsylvania require uniformity. The following table summarizes the assessment comparables:

TAX COMPARABLES

Tax Comparables

Tax Year 2025	1	2	3	4	5	Subject (Actual)
Property Address	1501 JFK Boulevard	1027 Filber Street	1501 Spruce Street	20 South 16th Street	1201 Filber Street	Bourse Parking Garage
City, State	Philadelphia, PA	Philadelphia, PA	Philadelphia, PA	Philadelphia, PA	Philadelphia, PA	Philadelphia, PA
Parking Spaces	810	750	668	855	862	453
Total Assessed Value	$24,300,000	$28,157,200	$31,579,600	$25,680,000	$39,712,500	$15,513,100
Assessed Value/Unit	$30,000	$37,543	$47,275	$30,035	$46,070	$34,245

Compiled by Newmark

SUBJECT TAX CONCLUSION

Ad Valorem Tax Analysis

	Comparable Data		Subject History	Conclusion
	Range	Average	2025	
Market Value Conclusion				$28,450,000
Total Assessed Value			$15,513,100	$15,513,100
Total Assessed Value/Unit	$30,000 - $47,275	$38,185	$34,245	$34,245
Tax Rate			1.39980%	1.3998%
CCD Tax			$28,214	$28,214
Total Gross Taxes			$245,366	$245,366
Actual / Pro Forma Taxes			$245,366	$245,366

Compiled by Newmark

The subject property's tax assessment is slightly below the average of comparable assessments, with comparable properties ranging from $30,000 to $47,275 per space. The subject's 2025 total assessed value is $34,245 per space, aligning within this range. Our projection of taxes is based on the current assessment and existing tax levels at the subject property, which is consistent with comparable properties.

The U&O taxes have been included as an independent expense in this analysis. However, it should be noted that, according to the City of Philadelphia's official website, the U&O taxes are calculated by multiplying the subject's assessment by 1.21%, with a $2,000 deduction applied.

Highest and Best Use

AS VACANT

Highest and Best Use Conclusion – As Vacant

Based on the preceding analysis and upon information and analysis contained in the area and market analyses, the highest and best use of the subject as though vacant is the development of a parking garage with ground floor retail. Sufficient demand exists for development to occur in the near term. Our analysis of the subject and market yields the conclusion that the most likely buyer as if vacant, would be a developer.

AS IMPROVED

Highest and Best Use – As Improved

Therefore, the highest and best use of the subject as improved is the existing use. Market and economic conditions are supportive of this continued use.

Most Probable Buyer

Taking into account the size and characteristics of the property the most likely buyer is a regional or national investor of parking facilities.

Appraisal Methodology

COST APPROACH

The cost approach is based on the proposition that the informed purchaser would pay no more for the subject than the cost to produce a substitute property with equivalent utility. This approach is particularly applicable when the property being appraised involves relatively new improvements that represent the highest and best use of the land, or when it is improved with relatively unique or specialized improvements for which there exist few sales or leases of comparable properties.

SALES COMPARISON APPROACH

The sales comparison approach utilizes sales of comparable properties, adjusted for differences, to indicate a value for the subject. Valuation is typically accomplished using physical units of comparison such as price per square foot, price per unit, price per floor, etc., or economic units of comparison such as gross rent multiplier. Adjustments are applied to the property units of comparison derived from the comparable sale. The unit of comparison chosen for the subject is then used to yield a total value.

INCOME CAPITALIZATION APPROACH

The income capitalization approach reflects the subject's income-producing capabilities. This approach is based on the assumption that value is created by the expectation of benefits to be derived in the future. Specifically estimated is the amount an investor would be willing to pay to receive an income stream plus reversion value from a property over a period of time. The two common valuation techniques associated with the income capitalization approach are direct capitalization and the discounted cash flow (DCF) analysis.

Application of Approaches to Value

Approach	Comments
Cost Approach	The Cost Approach is not applicable and is not utilized in this appraisal.
Sales Comparison Approach	The Sales Comparison Approach is applicable and is utilized in this appraisal.
Income Capitalization Approach	The Income Capitalization Approach is applicable and is utilized in this appraisal.

Compiled by Newmark

The cost approach was not used because market participants considering properties like the subject do not give consideration to the cost approach. The exclusion of this approach is not considered to impact the reliability of the appraisal.

Income Capitalization Approach

The income capitalization approach reflects the subject's income-producing capabilities. This approach is based on the assumption that value is created by the expectation of benefits to be derived in the future. Specifically estimated is the amount an investor would be willing to pay to receive an income stream plus reversion value from a property over a period.

In this analysis, we utilized only direct capitalization because investors and market participants typically rely more on this method.

RENT ROLL / TENANT OVERVIEW

A summary rent roll for the property is shown below, based on our review of leases.

Rent Roll

Tenant	Rentable Area (SF)	Lease Term Start	Lease Term End	MLA Category	Reimb. Method	Year 1 Market Rent $ Total	Year 1 Market Rent $ PSF	Year 1 Contract Rent $ Total	Year 1 Contract Rent $ PSF
Philadelphia Film Society	15,734	Jun-21	Nov-31	Movie Theater	Triple Net			$128,491	$8.17
Evergreen Deli	1,700	Jun-93	Nov-28	Retail	Triple Net			$40,273	$23.69
Vacant Retail Space	963	Vacant		Retail	Vacant	$23,112	$24.00		
Total	18,397					$23,112	$24.00	$168,764	$9.68
Concluded Potential Retail Income								$191,876	

Compiled by Newmark

Garage Rent Roll / Lease Summary

Tenant	Parking Description	Lease Expiration Date	Monthly Rent	Annual Rent
Independence Square Management Co.	The fifth floor of the parking garage, also designated as Floor E, which shall constitute monthly contract spaces and monthly weekend contract spaces	2/1/2022 - 12/31/2029	$11,026.83	$132,322
LAK Bourse Garage	Lease Agreement for 10-yer term allowing for (50) unreserved parking spaces to be utilized, with an additional (50) spaces available at the tenant's sole discretion. Fee is $305 per space. Lease can be terminated within 120 days of the opening of the Bourse Hotel.	09/01/2026 - 08/331/2036	$15,250.00	$183,000
Lion Re:Sources	License Agreement for (10) weekly reserved and (20) unreserved parking spaces at $400 per month for each reserved space and $280 per month for each nonreserved space	01/01/2024 - 12/31/2034	$9,600	$115,200
Total			$35,877	$430,522

Compiled by Newmark

- As of the effective date, two of the three ground floor commercial spaces are currently leased.
- Given the specialty use for the movie theater and limited data available pertaining to market rates, we developed the value using the in place contract rent.
- Evergreen Deli occupies 1,700 square feet of ground floor retail space. The lease is set to expire in November 2028. We relied on this income as well.

- The final retail space, previously occupied by Bourse Cleaners, is currently vacant. As noted, there are not any for rent listings on this unit and we have applied market rent for valuation.
- The parking leases and licenses executed with ownership for reserving parking spaces within the garage were not directly included to determine our estimate of annual parking revenue. Instead, we estimated garage revenue based on the revenue from comparable Center City garage properties that feature similar leases with surrounding hotels and office properties as well as transient and monthly parking revenue. To include the parking leases would result in double count the revenue from those leases and licenses. Moreover, the subject parking leases are speculative since they allow for adjustments in the number of rented parking spaces and the possibility of early termination in many instances. A copy of the leases are presented within the addendum.

LEASE ABSTRACT – PHILADELPHIA FILM SOCIETY

Lease Summary	
Lessor:	Bourse Garage Associates
Lessee:	Philadelphia Film Society
Leased SF:	15,734
Lease Type:	Triple Net
Tenant Paid Expenses:	Tenant pays all associated operating expenses (Approximetely 9.09%)
Owner Paid Expenses:	None
Lease Start Date:	6/1/2021
Lease Expiration Date:	11/30/2031
Cancellation Clause:	None
Renewal Options:	None
Lease Term (Months):	126
Remaining Lease Term (Months):	80
Monthly Effective Rent	$10,472
Annual Effective Rent	$125,664
Purchase Option:	None
Rent Abatement:	The Rent Abatement Period was amended to provide for the following additional abatement: (i) an additional six (6) months Base Rent abatement for the months of December 2021 through May 2022; and, (ii) an additional abatement equal to 50% of the Base Rent due for the thirty-one (31) month period from June 2022 through December 2024.
Cash Flow Rent:	An amount equal to fifty percent (50%) of Tenant's Cash Flow. (See narrative)
Early Termination:	Beginning on July 1, 2027, the Landlord will have the right to terminate the Lease at any time during the remaining Lease Term, provided they give advance notice to the Tenant. This termination right can be exercised if the Tenant's total Base Rent and Cash Flow Rent for the twelve months preceding the Landlord's termination notice is less than $230,000.

Compiled by Newmark

Scheduled Lease Payments					
Month	Term	Begin Date	Monthly Rent	PSF/Yr	Annual Rent
1	12	6/1/2021	$9,583	$7.31	$115,000
13	12	6/1/2022	$9,871	$7.53	$118,450
25	12	6/1/2023	$10,167	$7.75	$122,004
37	12	6/1/2024	$10,472	$7.99	$125,664
49	12	6/1/2025	$10,786	$8.23	$129,434
61	12	6/1/2026	$11,110	$8.47	$133,317
73	12	6/1/2027	$11,443	$8.73	$137,316
85	12	6/1/2028	$11,786	$8.99	$141,435
97	12	6/1/2029	$12,140	$9.26	$145,679
109	12	6/1/2030	$12,504	$9.54	$150,049
121	6	6/1/2031	$12,879	$9.82	$154,550

Compiled by Newmark

- The lease was established on October 21, 2019, and commenced on June 1st, 2021.
- The current rental rate is $10,472 per month ($7.99 PSF/Yr), and it is scheduled to increase to $10,786 per month ($8.23 PSF/Yr) on June 1st, 2025.
- Ownership is reimbursed for CAM expenses, real estate taxes and utility charges. The tenants prorate share of operating expenses is 9.09%.
- The tenant is responsible for maintaining general liability insurance throughout their lease term.
- The lease included an amendment that established a rent abatement period, initially providing a six-month Base Rent abatement from December 2021 through May 2022, and an additional abatement equal to 50% of the Base Rent from June 2022 through December 2024. The abatement is no longer applicable to this space.
- Beginning on July 1, 2027, the Landlord will have the right to terminate the Lease at any time during the remaining Lease Term, provided they give advance notice to the Tenant. This termination right can be exercised if the Tenant's total Base Rent and Cash Flow Rent for the twelve months preceding the Landlord's termination notice is less than $230,000.

Expense Structure

- Ownership is reimbursed for CAM expenses, real estate taxes, U&O taxes and utility charges. The tenants prorate share of operating expenses is 9.09%.
- Tenants are responsible for maintaining general liability insurance throughout their lease term.
- The lease is structured so the tenant will reimburse the landlord for all operating expenses associated with their space.

LEASE ABSTRACT – EVERGREEN DELI

Lease Summary	
Lessor:	Bourse Garage Associates
Lessee:	Jong Soo Lee and Hyon Mi Lee (Evergreen Deli)
Leased SF:	1,700
Lease Type:	Triple Net
Tenant Paid Expenses:	Tenant pays all associated operating expenses
Owner Paid Expenses:	None
Lease Start Date (Amendment 4):	11/1/2021
Lease Expiration Date:	11/1/2028
Cancellation Clause:	None
Renewal Options:	Currently in final renewal option which commenced 11/01/2023
Lease Term (Months):	84
Remaining Lease Term (Months):	43
Monthly Effective Rent	$3,356
Annual Effective Rent	$40,273
Purchase Option:	None

Compiled by Newmark

Scheduled Lease Payments

Month	Term	Begin Date	Monthly Rent	PSF/Yr	Annual Rent
1	12	11/1/2021	$3,258	$23.00	$39,100
13	12	11/1/2022	$3,356	$23.69	$40,273
25	60	11/1/2023	$3,356	$23.69	$40,273

Compiled by Newmark

- The property is currently operating in its final renewal option, with the lease set to expire on November 1st, 2028.
- The lease is structured so the tenant reimburses expenses associated with CAM, real estate taxes, U&O taxes, trash and utilities.
- Landlord will maintain the roof and structural elements.

Expense Structure

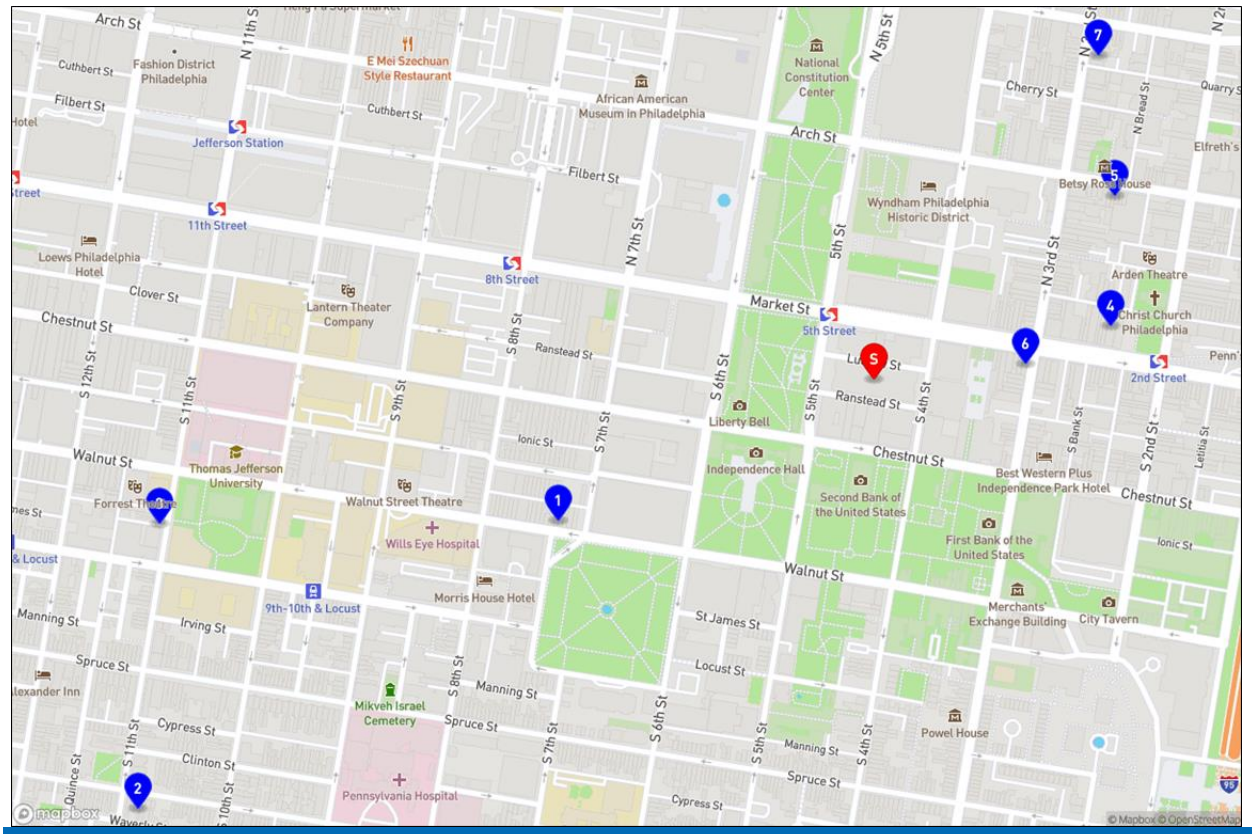
The lease is structured so the tenant reimburses or pays for all operating expenses associated with the space.

MARKET RENT ANALYSIS OF SUBJECT RETAIL SPACE

In estimating market rent for the subject property, we considered data and opinions from the following:

- actual recent leases from comparable buildings;
- asking rents from competitive properties (such as those presented in the specialty market analysis section of this report); and
- opinions of market rent derived from our interviews of leasing brokers active in the local market.

The subject property includes a (3) ground floor retail units and the parking segment. As a result, we have provided the following market analysis to determine an appropriate market rent for the retail space. As noted, the movie theater is a specialty use and limited data is available pertaining to market rates. Thus, we have concluded that the likely market rent is consistent with the on-going contract rent. In addition, given the remaining lease term, the utilization of contract rent is warranted. We have utilized market rent for the vacant retail unit.



Comparable Map

No.	Address
Subject	400 Ranstead Street, Philadelphia, PA 19106
1	711 Walnut Street, Philadelphia, PA
2	1036 Pine St., Philadelphia, PA
3	220 South 11th Street, Philadelphia, PA
4	223-225 Market Street, Philadelphia, PA
5	234 Arch Street, Philadelphia, PA
6	300 Market Street, Philadelphia, PA
7	149 North 3rd Street, Philadelphia, PA

Compiled by Newmark

Analysis of Comparable Leases

Comparable Leases Summary

Retail Space	Subject	Lease 1	Lease 2	Lease 3	Lease 4	Lease 5	Lease 6	Lease 7
								
Address	400 Ranstead Street	711 Walnut Street	1036 Pine St.	220 South 11th Street	223-225 Market Street	234 Arch Street	300 Market Street	149 North 3rd Street
City, State	Philadelphia, PA	Philadelphia, PA	Philadelphia, PA	Philadelphia, PA	Philadelphia, PA	Philadelphia, PA	Philadelphia, PA	Philadelphia, PA
Condition	Average	Good	Average	Average	Excellent	Average	Good	Average
Lease Details								
Lease Status		Signed Lease	Signed Lease	Signed Lease	Signed Lease	Signed Lease	Signed Lease	Signed Lease
Lease Date		Apr-24	Dec-24	Sep-23	Apr-24	May-23	Nov-22	Sep-22
Term (Mos.)		38	38	120	120	36	37	144
Lease Size (SF)	963 - 1,700 Square Feet	600	700	1,450	3,300	700	2,800	1,500
Tenant Name		Drink Fresh By Djurdjura	Smoker's Point	Playa Bowls	Buka Derm Management	Tyson Frantz	Hangry Joe's Hot	Demure Bridal Boutique
Full Building Lease		No	No	No	No	No	No	No
Rates and Measures								
Effective Rental Rate		$42.00	$37.71	$48.41	$37.50	$32.57	$29.14	$23.16
Lease Reimbursement Method		Gross + TE	Gross + TE	Triple Net	Triple Net	Triple Net	Triple Net	Triple Net

Compiled by Newmark

MARKET RENT CONCLUSION

Base Rent Conclusions

After analysis, the overall range adjusted range and concluded market base rent for the subject is as follows:

Base Rent Conclusions

	Adjusted Comparable Leases			
MLA Category	Low	High	Average	Newmark Estimate
Retail Space:	$21.31	$39.09	$26.38	$24.00

Compiled by Newmark

Comparable No. 7 was given the most weight when reconciling market rent as this comparable had the least percentage of overall adjustments.

Market Rent Conclusions

Based on the preceding analysis, the following is the concluded market lease terms for the subject:

Concluded Market Lease Terms

MLA Category	Rentable SF	Market Rent	Measure	Rent Escalations	Reimbursement Method	Term (Mos.)	Mos. Free
Retail Space:	2,663	$24.00	$/SF/Year	3.00%/year	Triple Net	60	0

MLA Category	Renewal %	Rollover Vacant Mos.	Weighted Down-time	TI/SF (New)	TI/SF (Renewal)	Weighted TI/SF	LC (New)	LC (Renewal)	Weighted LC
Retail Space:	75%	6	2	$10.00	$0.00	$2.50	6.00%	0.00%	1.50%

Compiled by Newmark

GROSS INCOME ESTIMATE

Potential Gross Rent

Figures presented below reflect the 12-month period following the effective date of the appraisal.

Potential Gross Rent

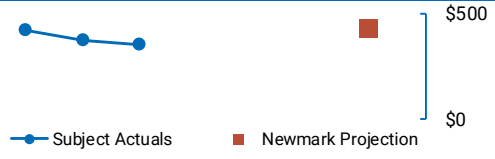
MLA Category	Leased SF	Potential Rent At Contract Annual	Potential Rent At Contract $/SF/Yr	Potential Rent At Market Annual	Potential Rent At Market $/SF/Yr	Contract as % of Market
Occupied Space						
Movie Theater Space:	15,734	$128,491	$8.17	$128,491	$8.17	100.0%
Retail Space:	1,700	$40,273	$23.69	$40,800	$24.00	98.7%
The Movie Theater Space's market rent has been concluded at contract rates.						
Vacant Space (at market rents)						
Retail Space:	963	$23,112	$24.00	$23,112	$24.00	
Overall Total	**18,397**	**$191,876**	**$10.43**	**$192,403**	**$10.46**	

Compiled by Newmark

– For the direct capitalization analysis, potential gross rent is based on contract rent for the theater and deli, and market rent for the vacant retail space (former Bourse Cleaners).

Potential Base Rent

Subject	$/Space	Total
12 Months Ending Dec-2022	$421	$190,496
12 Months Ending Dec-2023	$372	$168,455
12 Months Ending Dec-2024	$351	$159,176
Newmark Projection	$424	$191,876



Compiled by Newmark

Our potential base rent is greater than the prior totals presented as we include the vacant space rented at market rates.

Operating History

Historical operating data, current income statements, and rent rolls were provided by ownership.

Operating History and Projections				
Period Length	12 Mos.	12 Mos.	12 Mos.	Newmark
Period Ending	12/31/2022	12/31/2023	12/31/2024	Projection
Occupancy	100.0%	100.0%	100.0%	99.7%
SF				
Specialty Income	**Total $**	**Total $**	**Total $**	**Total $**
Potential Base Rent	$190,496	$168,455	$159,176	$191,876
Expense Recoveries	$100,689	$81,466	$87,859	$99,604
Total Tenant Revenue	$291,185	$249,921	$247,034	$291,480
Parking Income	$2,064,213	$2,080,583	$2,304,678	$2,355,600
Other Income	$0	$0	$5,000	$5,000
Potential Gross Income	$2,355,398	$2,330,504	$2,556,712	$2,652,080
Vacancy Allowance	$0	$0	$0	($7,675)
Collection Allowance	($54,599)	$0	$0	($1,919)
Effective Gross Specialty Income	**$2,300,799**	**$2,330,504**	**$2,556,712**	**$2,642,486**
Effective Gross Income	**$2,300,799**	**$2,330,504**	**$2,556,712**	**$2,642,486**
Operating Expenses	**Total $**	**Total $**	**Total $**	**Total $**
Real Estate Taxes	$319,575	$247,192	$273,209	$245,366
Insurance	$25,295	$26,809	$12,423	$22,650
Utilities	$42,677	$39,671	$26,338	$27,180
Repairs and Maintenance	$114,414	$76,522	$80,488	$79,275
Payroll and Benefits	$55,082	$65,416	$56,535	$56,625
General and Administrative	$40,021	$32,666	$55,872	$56,625
Management	$101,171	$88,124	$96,037	$105,699
U&O Tax	$49,814	$51,258	$52,710	$54,296
Total Operating Expenses	$748,048	$627,657	$653,611	$647,716
Operating Expense Ratio	32.5%	26.9%	25.6%	24.5%
Net Operating Income	**$1,552,751**	**$1,702,847**	**$1,903,101**	**$1,994,770**

Compiled by Newmark

Expense Recoveries

Expense Recoveries		
Subject	**$/Space**	**Total**
12 Months Ending Dec-2022	$222	$100,689
12 Months Ending Dec-2023	$180	$81,466
12 Months Ending Dec-2024	$194	$87,859
Newmark Projection	$220	$99,604



Compiled by Newmark

- We have estimated the expense recoveries based on the 2024 statement provided by ownership.
- The Philadelphia Film Society, Evergreen Deli and Independence Square Hotel Partners, L.P. reimburse ownership for expenses including CAM, real estate and U&O taxes, trash, water and electric.
- It should be noted that our estimate for the U&O taxes is net of the reimbursement and vacancy credit as reported in the U&O statements provided, and therefore we have not included it within our expense recovery estimate.
- We have considered the estimated recoveries for the vacant retail space within our analysis.

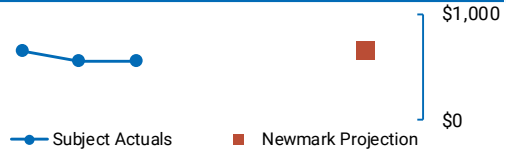
Total Retail Revenue

Total tenant revenue is the summation of scheduled base rent, expense recoveries, and percentage rent income (if any).

Total Tenant Revenue

Subject	$/Space	Total
12 Months Ending Dec-2022	$643	$291,185
12 Months Ending Dec-2023	$552	$249,921
12 Months Ending Dec-2024	$545	$247,034
Newmark Projection	$643	$291,480

Compiled by Newmark



The total tenant revenue is reflective of retail lease revenue and expense reimbursements only. It should be noted that our projections are higher than historical trends because we have accounted for the vacant retail space at market rent, plus estimated recoveries for that space.

PARKING GARAGE ANALYSIS

The primary source of revenue for the subject property is derived from garage operations. Revenues come from monthly and daily transient parkers. Monthly revenues provide a stable and consistent flow of income, while daily and hourly users offer the opportunity for turnover and substantially higher revenues. Based on review of parking revenues, the property has achieved a higher proportion of transient parking income due to its proximity to the Independence Hall, and surrounding historical attractions including the Liberty Bell and Congress Hall, nearby hotels, dining establishments, and other entertainment options.

In order to estimate revenues from this source we have reviewed operating results for the past five years and comparables garage revenues within the market area. The revenue streams prior to 2021 are relevant given the decrease in revenues experienced during the COVID-19 pandemic.

As previously discussed, many of the comparable garages included in our analysis feature similar leases and license agreements that provide for reserved monthly parking per similar leases and

licenses. Consequently, our estimate for the potential parking revenue is based on the revenues of the comparables. As noted, the existing subject leases and licenses allow for early terminations and expansions and contraction of parking spaces, and are somewhat speculative. The revenue comparables represent garages with similar monthly agreements.

Shown below is a historical analysis of revenues for the subject property.

Parking Revenue Breakdown

Revenue Source	2019	2020	2021	2022	2023	2024	Proforma
Total Parking Revenue	$1,608,794	$2,123,696	$495,520	$2,064,213	$2,080,583	$2,304,678	$2,355,600
Net Revenue per Space	$3,551	$4,688	$1,094	$4,557	$4,593	$5,088	$5,200

Compiled by Newmark

Typically the managers of parking garages net the city parking tax from the revenues paid to ownership. In addition, the leases with the tenants occupying parking spaces within the lot are responsible for parking taxes. Therefore, the city parking tax has been excluded herein. We have not considered the revenues reported for 2021 due to the impact of the COVID-19 pandemic and reduced travel during that period. We estimated the subject's parking revenue based on historical financial information provided as well as the reported revenues of other Center City Philadelphia garage properties for which we have financial information. Given the confidentiality, we do not provide the names and addresses of these properties. The table below summarizes the comparable garage revenue.

Revenue Comparables

Comparable	1		2		3		4		5		6		7		Subject		Subject	
Submarket	Market West		Indpendence Square		Market East		Market West		Market Street West		Market West		Market East		Market East		Market East	
Number of Spaces	410		576		177		794		686		855		862		453		453	
Year Ending	T-12 2023		2022		2022		2023		2023		2023		2024 Annualized		Actual 2024		Actuals 2024	
Revenue Comparables	Total	Per Space	Total	Per Space	Total	Per Space	Total	Per Space	Total	Per Space	Total	Per Space	Total	Per Space	Total	Per Space	Total	Per Space
Gross Parking Revenue Net Parking Tax	$1,425,132	$3,476	$1,941,982	$3,371	$1,340,689	$7,575	$3,900,524	$4,912	$6,549,532	$9,547	$6,562,415	$7,675	$8,166,880	$9,474	$2,304,678	$5,088	$2,355,600	$5,200
Other	-	-	-		$77,681	$439	$1,033,642	$1,302	$1,839	$3	$20,863	$24	$75,743	$88	-	-	-	-
Validations	-	-	$13,393	$23	-		-						-		-	-	-	-
Net Parking Revenue	$1,425,132	$3,476	$1,955,375	$3,395	$1,418,370	$8,013	$4,934,166	$6,214	$6,551,371	$9,550	$6,583,278	$7,700	$8,242,623	$9,562	$2,304,678	$5,088	$2,355,600	$5,200

Compiled by Newmark

As shown in the table above, gross revenue less parking tax on a per space basis for the comparables range from $3,395 to $9,562 . Please note that Comparable Nos. 3, 5 and 7 have above average locational demand generators compared to the subject. The subject's actual 2024 revenue per space of $5,088 is bracketed by Comparable Nos. 1, 2, 4 and 6. Given the historic revenue trends, we forecast an increase to $5,200 per space.

Included below is a survey of parking lots and garages that are considered most competitive to the subject and are in the same general market area.

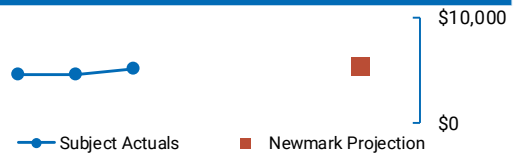
Competitive Parking Garages											
No.	Address	Capacity	24 Hours	1/2 Hour	1 Hour	1.5 Hours	2 Hours	12 Hours	Max Daily	Evening	Early Bird	Monthly
1	The Wanamaker Building	826	Yes	$8	$18	-	$22	$28	$33	$16	$20	-
2	Love Park Garage	810	Yes	$22	$29	$31	-	$40	$45	$30	$26	-
3	1415 Sansom Street	310	Yes	$15	$20	$35	-	$45	$55	$24	-	$395
4	800 Walnut Street	686	Yes	$10	$21	$30	-	$43	$48	$22	-	-
5	733 Chestnut Street	285	Yes	-	$18	-	$27	-	$35	$15	$20	-
6	1201 Filber Street	862	Yes	$10	$20	$28	-	$44	$58	-	-	-
7	125 South 2nd Street	536	Yes	-	$13	$22	-	-	$30	-	-	$270
8	618 Market Street Garage	330	Yes	$8	$13	$18	-	-	$30	$13	$15	$300 or $425
Min				$8	$13	$18	$22	$28	$30	$13	$15	$270
Max				$22	$29	$35	$27	$45	$58	$30	$26	$425
Average				$12	$19	$27	$25	$40	$42	$20	$20	$348
Subject Property				$7	$13		$23	$28	$32		$17	

Compiled by Newmark

Parking Income

Parking Income		
Subject	$/Space	Total
12 Months Ending Dec-2022	$4,557	$2,064,213
12 Months Ending Dec-2023	$4,593	$2,080,583
12 Months Ending Dec-2024	$5,088	$2,304,678
Newmark Projection	$5,200	$2,355,600

Compiled by Newmark



– Our projection for parking income is consistent with historical parking revenues and falls within the range of revenues from the comparable parking garages shown in the previous table.

Other Income

Other Income		
Subject	$/Space	Total
12 Months Ending Dec-2022	$0	$0
12 Months Ending Dec-2023	$0	$0
12 Months Ending Dec-2024	$11	$5,000
Newmark Projection	$11	$5,000

Compiled by Newmark



Vacancy & Collection Loss Allowance

Vacancy Allowance

The subject's occupancy history is depicted as follows:

Vacancy Allowance (Retail Space Only)			
Subject	% of PGI	$/Space	Total
Newmark Projection	4.00%	$17	$7,675

Compiled by Newmark

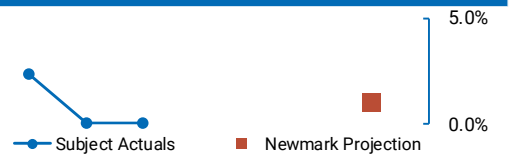
– The retail vacancy rate was previously developed in the market analysis section.

– The vacancy estimate concluded above pertains only to the retail segment.

Collection Allowance

Collection Allowance (Retail Space Only)			
Subject	**% of PGI**	**$/Space**	**Total**
12 Months Ending Dec-2022	2.32%	$121	$54,599
12 Months Ending Dec-2023	0.00%	$0	$0
12 Months Ending Dec-2024	0.00%	$0	$0
Newmark Projection	1.00%	$4	$1,919

Compiled by Newmark



- Based on available data and analysis, the concluded collection loss allowance is 1.00%.
- Similarly, the concluded collection allowance above pertains only to the retail segment of the property.

Effective Gross Income (Retail & Parking Revenue

Effective Gross Income		
Subject	**$/Space**	**Total**
12 Months Ending Dec-2022	$5,079	$2,300,799
12 Months Ending Dec-2023	$5,145	$2,330,504
12 Months Ending Dec-2024	$5,644	$2,556,712
Newmark Projection	$5,833	$2,642,486

Compiled by Newmark



Our effective gross income conclusion is slightly greater than the historical totals because the vacant retail space has been included within our analysis at market rent.

OPERATING EXPENSE ANALYSIS

Expense data for the subject and comparable properties are summarized in the following table.

Expense Analysis Per Space											
	Comp 1	**Comp 2**	**Comp 3**	**Comp 4**	**Comp 5**	**Comp 6**	**Comp 7**	**Subject Historical and Projections**			
Year	T-12 2023	2022	2022	2023	2023	2023	2024 Annualized	2022	2023	2024	**Projection**
Operating Expenses Per Space											
Real Estate Taxes	$758	$400	$227	$423	$493	$501	$766	$705	$546	$603	$542
Insurance	$141	$243	$157	$42	$247	$162	$192	$56	$59	$27	$50
Utilities	$174	$51	$113	$56	$1,042	$128	$365	$94	$88	$58	$60
Repairs and Maintenance	$203	$1,531	$322	$148	$314	$171	$497	$253	$169	$178	$175
Payroll and Benefits	$743	$491	$1,362	$280	$385	$294	$389	$122	$144	$125	$125
General and Administrative	$140	$246	$312	$457	$43	$32	$55	$88	$72	$123	$125
Management	-	$139	$231	$32	$594	-	$303	$223	$195	$212	$233
U&O Tax	$565	-	$428	$412	$379	$388	$518	$110	$113	$116	$120

Compiled by Newmark

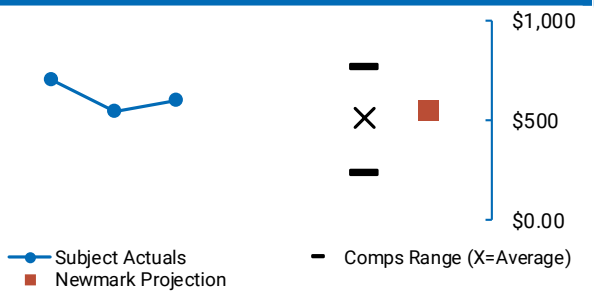
Our projection for each expense is bracketed by the adjustment comparables presented, with the exception of payroll and benefits. For estimating payroll and benefits expenses, we have relied on historical expense data.

Real Estate Taxes

Real Estate Taxes

Source	$/Space	Total
Comparables Low	$227	$40,170
Comparables High	$766	$660,718
Comparables Average	$510	$334,875
Subject		
2022 (Actual Operations)	$705	$319,575
2023 (Actual Operations)	$546	$247,192
2024 (Actual Operations)	$603	$273,209
Newmark Projection	$542	$245,366

Compiled by Newmark



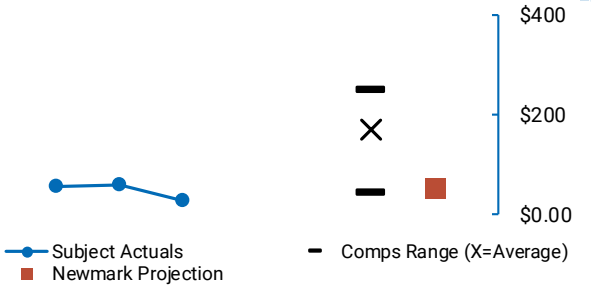
This expense category includes all local, county, and state property tax levies. In addition, this estimate includes our estimate for CCD taxes. Our projection is based on the property assessment and tax rate for the subject, as discussed previously in the Real Estate Tax Analysis.

Insurance

Insurance

Source	$/Space	Total
Comparables Low	$42	$27,854
Comparables High	$247	$169,621
Comparables Average	$169	$104,572
Subject		
2022 (Actual Operations)	$56	$25,295
2023 (Actual Operations)	$59	$26,809
2024 (Actual Operations)	$27	$12,423
Newmark Projection	$50	$22,650

Compiled by Newmark



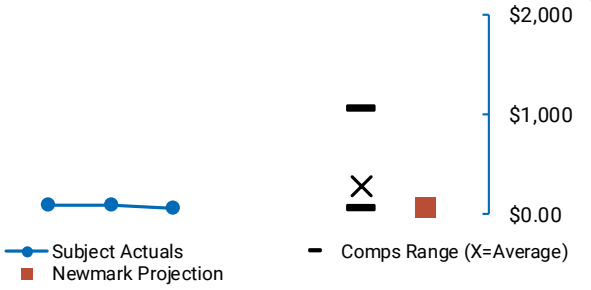
Insurance is estimated at $50/space, within the range of the comparables.

Utilities

Utilities

Source	$/Space	Total
Comparables Low	$51	$20,003
Comparables High	$1,042	$714,996
Comparables Average	$276	$186,277
Subject		
2022 (Actual Operations)	$94	$42,677
2023 (Actual Operations)	$88	$39,671
2024 (Actual Operations)	$58	$26,338
Newmark Projection	$60	$27,180

Compiled by Newmark

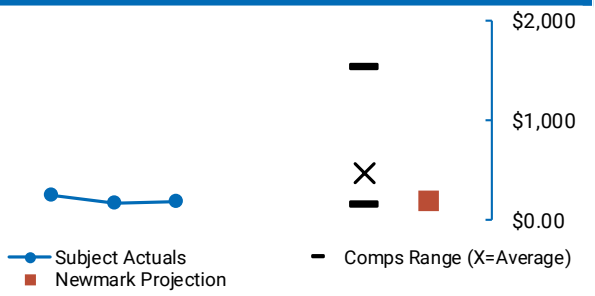


Utility expenses are based primarily on the subject's historical expense. We projected $60/space, which equates to $27,180 in projection.

Repairs and Maintenance

Repairs and Maintenance		
Source	**$/Space**	**Total**
Comparables Low	$148	$56,926
Comparables High	$1,531	$882,097
Comparables Average	$455	$275,619
Subject		
2022 (Actual Operations)	$253	$114,414
2023 (Actual Operations)	$169	$76,522
2024 (Actual Operations)	$178	$80,488
Newmark Projection	$175	$79,275

Compiled by Newmark

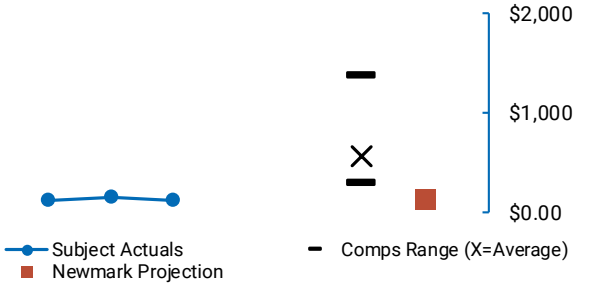


Repairs and maintenance expenses are estimated at $175/space, in line with the subject's historical experience.

Payroll and Benefits

Payroll and Benefits		
Source	**$/Space**	**Total**
Comparables Low	$280	$222,670
Comparables High	$1,362	$334,950
Comparables Average	$564	$271,745
Subject		
2022 (Actual Operations)	$122	$55,082
2023 (Actual Operations)	$144	$65,416
2024 (Actual Operations)	$125	$56,535
Newmark Projection	$125	$56,625

Compiled by Newmark

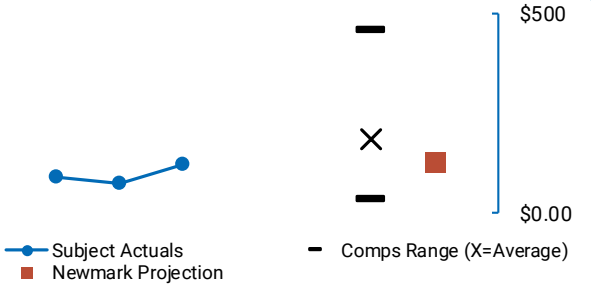


Payroll and Benefit expenses are estimated at $125/space, or $56,625 based based on the subject's historical experience and consistent with expense comparables. It should be noted that the estimated payroll expenses falls below the comparables presented.

General and Administrative

General and Administrative		
Source	**$/Space**	**Total**
Comparables Low	$32	$27,551
Comparables High	$457	$362,980
Comparables Average	$184	$103,157
Subject		
2022 (Actual Operations)	$88	$40,021
2023 (Actual Operations)	$72	$32,666
2024 (Actual Operations)	$123	$55,872
Newmark Projection	$125	$56,625

Compiled by Newmark



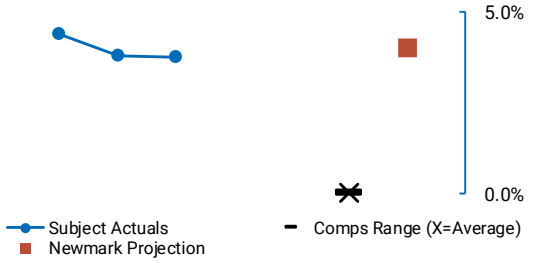
General & Administrative expenses are projected at $125 per space, aligning with the subject property's historical experience as well as the expense comparables.

Management

Management

Source	% of EGI	$/Space	Total
Comparables Low		$32	$25,400
Comparables High		$594	$407,651
Comparables Average		$260	$162,946
Subject			
2022 (Actual Operations)	4.4%	$223	$101,171
2023 (Actual Operations)	3.8%	$195	$88,124
2024 (Actual Operations)	3.8%	$212	$96,037
Newmark Projection	4.0%	$233	$105,688

Compiled by Newmark



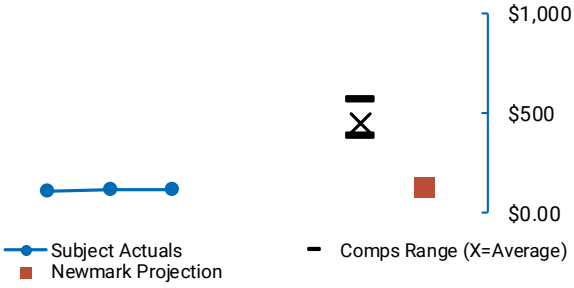
- Management fees are considered an expense of operation, whether the services are contracted or provided by the property owner.
- Typical management fees for properties of this type range from 2.00% to 5.00%.
- Considering the subject property includes three retail spaces, alongside three on-going leases for garage parking and daily parking requirements, a management expense of 4.00% is deemed reasonable.

U&O Taxes

U&O Tax

Source	$/Space	Total
Comparables Low	$379	$75,792
Comparables High	$565	$446,710
Comparables Average	$448	$278,792
Subject		
2022 (Actual Operations)	$110	$49,814
2023 (Actual Operations)	$113	$51,258
2024 (Actual Operations)	$116	$52,710
Newmark Projection	$120	$54,296

Compiled by Newmark

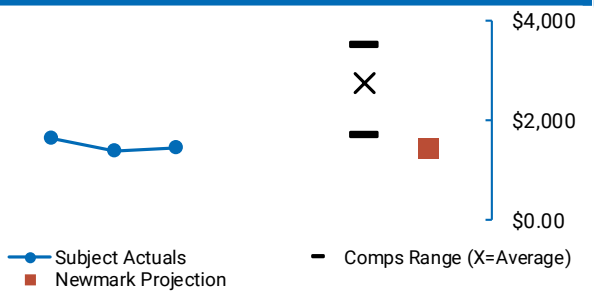


- U&O Taxes are calculated by multiplying the subject's assessment by 1.21%, less a $2,000 deduction, per the City of Philadelphia official website.
- Based on the assessment and the U&O tax rate, the expense would be approximately $185,709. However, we netted the reimbursement by tenants and vacancy credit as to estimate a net U&O tax of is $54,296, aligning with the historical expense.

Total Operating Expenses

Total Operating Expenses		
Source	**$/Space**	**Total**
Comparables Low	$1,676	$557,885
Comparables High	$3,499	$2,658,854
Comparables Average	$2,726	$1,631,599
Subject		
2022 (Actual Operations)	$1,651	$748,048
2023 (Actual Operations)	$1,386	$627,657
2024 (Actual Operations)	$1,443	$653,611
Newmark Projection	$1,430	$647,716

Compiled by Newmark

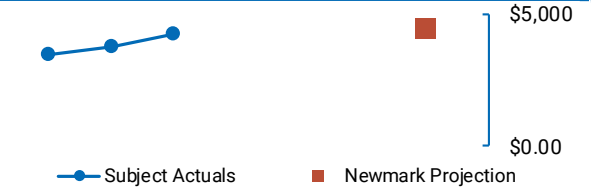


Total operating expenses are projected at $779,194 or $1,720/space.

NET OPERATING INCOME

Net Operating Income		
Source	**$/Space**	**Total**
Subject		
2022 (Actual Operations)	$3,428	$1,552,751
2023 (Actual Operations)	$3,759	$1,702,847
2024 (Actual Operations)	$4,201	$1,903,101
Newmark Projection	$4,403	$1,994,770

Compiled by Newmark



DIRECT CAPITALIZATION

In an effort to tame a rapidly escalating rate of inflation, the U.S. Fed implemented its most aggressive actions since 2005. The impacts to both the residential and commercial real estate markets have been material as borrowing costs increased significantly. However, just the small relief afforded by the Fed's recent action lowering rates, with more reductions expected, have improved prospects for CRE. Negative leverage continues as mortgage rates are above capitalization rates but is improving. Transactions slowed during this period of high interest rates and data points are limited reducing clarity with respect to price discovery and valuations. Investor surveys reflect a consensus view that capitalization rates will hold steady over the next six months – although this could be improved by faster interest rate reductions by the Federal Reserve.

Capitalization Rates

It is important to acknowledge that there continues to be a dearth of transactions in the marketplace and this makes it more difficult to determine the impact on values and cap rates. This is partly a function of the reported disconnect between sellers and buyers over the past several quarters – but PwC and other sources suggest this bid-ask gap is narrowing and, in addition to the moderation of credit conditions, the frozen CRE market is thawing.

- Investors have become selective, cautious, and tentative as cost of capital has increased.
- Volatility in the market has led to the disconnect between buyers and sellers thus reducing transaction volume – both in number of sales and overall price volume.
- Although the number of transactions has dropped precipitously, market participants are saying that price discovery is demonstrating that values trended lower but have recently stabilized in some sectors.
- Negative leverage is present in the market and this cannot be sustained which is putting downward pressure on values.
- Investors are taking a stance of cautious optimism given modestly positive trends in loan demand, wage growth, and consumer spending.

Comparable Sales

Comparable Specialty Sales Summary

No.	Property Location	Yr. Built	Sale Date	Price per Space	OAR
1	1200 Poydras Street, New Orleans, LA	2016	Jun-2024	$62,341	6.50%
2	320 Superior Avenue East, Cleveland, OH	1988	Jan-2024	$41,281	7.20%
3	275 Baker Street Northwest, Atlanta, GA	2008	Jul-2023	$48,011	6.24%
4	315 Cumberland Avenue, Portland, ME	1998	Sep-2022	$33,613	5.05%
5	40 Beach St., Boston, MA	1926	Jul-2022	$62,378	6.88%
6	115 East Congress Street, Savannah, GA	1974	Jun-2022	$87,940	4.71%
Average (Mean) Cap Rate:					6.10%

Compiled by Newmark

Data from pre-2024 reflect significantly lower cost of capital compared to the current state of financial markets. Therefore, more weight is given to the cap rates from 2024 which range from 6.5% to 7.20%.

Band of Investment

Band of Investment					
Mortgage/Equity Assumptions					
Loan to Value Ratio	70%				
Interest Rate	7.00%				
Amortization (Years)	30				
Mortgage Constant	0.0798				
Equity Ratio	30%				
Equity Dividend Rate	6.00%				
Weighted Average Of Mortgage/Equity Requirements					
Mortgage Requirement	70%	x	7.98%	=	5.59%
Equity Requirement	30%	x	6.00%	=	1.80%
Indicated Capitalization Rate (Rounded)					**7.50%**
Debt Coverage Ratio Analysis					
Debt Coverage Ratio	1.25				
Loan to Value Ratio	70%				
Mortgage Constant	0.0798				
Indicated Capitalization Rate (Debt Coverage Ratio Method)					**6.99%**

Compiled by Newmark

Capitalization Rate Conclusion

Capitalization Rate Conclusion	
Source	**Indication**
Comparable Sales Range	4.71% - 7.20%
Band of Investment	7.50%
Debt Coverage Ratio Analysis	6.99%
Concluded Going-In Capitalization Rate	7.00%

Compiled by Newmark

Direct Capitalization Summary

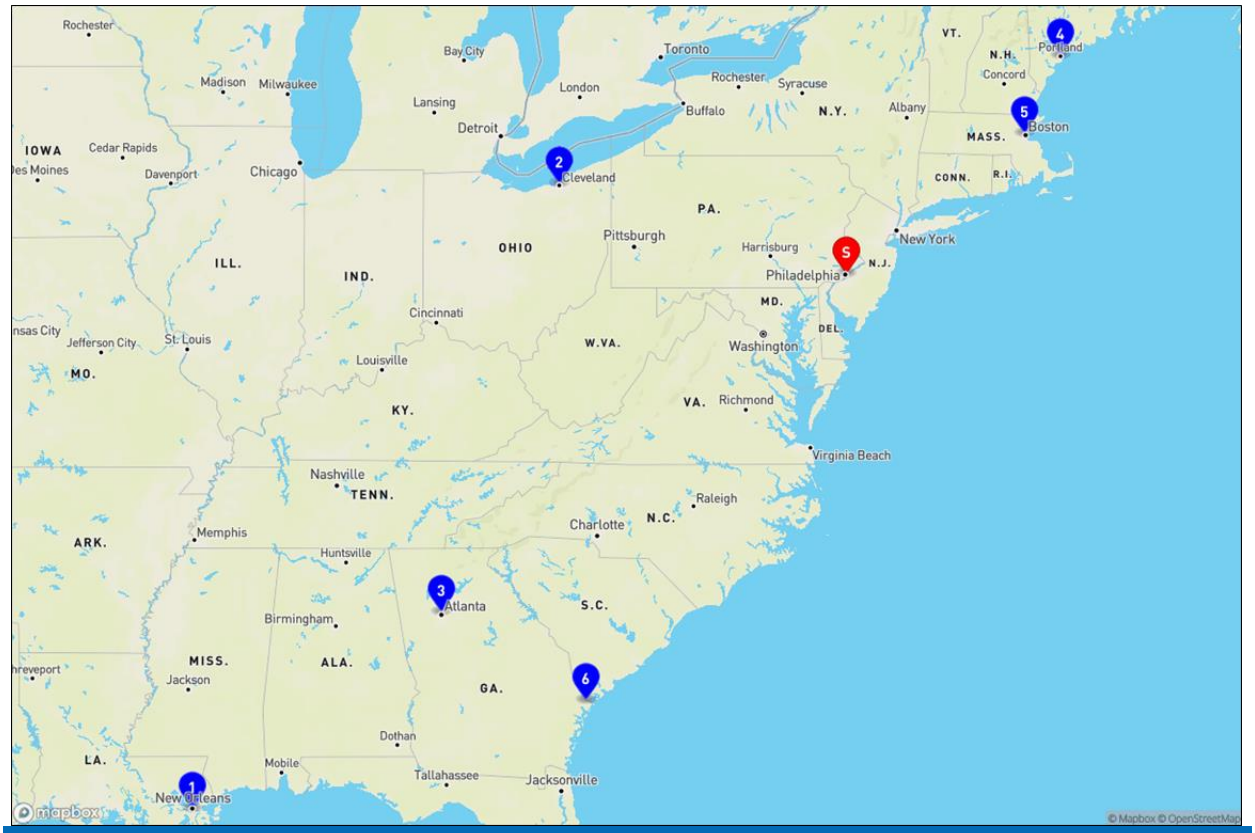
Net operating income is divided by the capitalization rate to derive the stabilized value of the subject. Valuation of the subject by direct capitalization is shown in the table immediately following.

Income Capitalization Approach			
Summary of Stabilized Net Operating Income			
Item Description	% of Income	$/Space	Total $
Specialty Income		453 Units	
Potential Base Rent		$424	$191,876
Expense Recoveries		$220	$99,604
Total Tenant Revenue		$643	$291,480
Parking Income		$5,200	$2,355,600
Other Income		$11	$5,000
Potential Gross Income		$5,854	$2,652,080
Vacancy Allowance	-0.29%	($17)	($7,675)
Collection Allowance	-0.07%	($4)	($1,919)
Effective Gross Income		**$5,833**	**$2,642,486**
Operating Expenses		453 Units	
Real Estate Taxes		$542	$245,366
Insurance		$50	$22,650
Utilities		$60	$27,180
Repairs and Maintenance		$175	$79,275
Payroll and Benefits		$125	$56,625
General and Administrative		$125	$56,625
Management	4.00%	$233	$105,699
U&O Tax		$120	$54,296
Total Operating Expenses	24.51%	$1,430	$647,716
Net Operating Income		**$4,403**	**$1,994,770**
Direct Capitalization Method			
Value Indication		$/Space	Total $
As Stabilized			
Stabilized Net Operating Income		$4,403	$1,994,770
Overall Capitalization Rate			7.00%
As Stabilized Value	Effective Date: 3/28/2025		$28,496,709
Rounded		**$62,914**	**$28,500,000**
As Is			
As Stabilized Value as of Current Date	Effective Date: 3/28/2025		$28,496,709
Stabilization Discount			($30,000)
As Is Value	Effective Date: 3/28/2025		$28,466,709
Rounded		**$62,804**	**$28,450,000**

Compiled by Newmark

Sales Comparison Approach

The sales comparison approach value is derived by analyzing closed sales, listings, or pending sales of properties that are similar to the subject. The data selected is from a broad geographic spectrum generally in the eastern half of the United States, as the pool of parking garage transactions in the immediate market environs is limited. The unit of comparison applied in this sales comparison analysis is price per space as it mirrors the primary comparison method used by market participants. Note that the Sales Comparison Approach is primarily used as a cross check on the Income Capitalization Approach.



Comparable Map

Comparable Sales Summary

	Subject	Sale 1	Sale 2	Sale 3	Sale 4	Sale 5	Sale 6
							
Property Name	Bourse Parking Garage	Parking Garage	320 Superior Ave E	Hilton Garden Inn Downtown Atlanta Garage	Public Market Garage	Beach Street Garage	Congress Street Parking Garage
Address	400 Ranstead Street	1200 Poydras Street	320 Superior Avenue East	275 Baker Street	315 Cumberland Avenue	40 Beach St.	115 East Congress Street
City, State	Philadelphia, PA	New Orleans, LA	Cleveland, OH	Atlanta, GA	Portland, ME	Boston, MA	Savannah, GA
Land Size	0.35 Acres	1.15 Acres	1.09 Acres	1.12 Acres	0.88 Acres	0.42 Acres	0.50 Acres
Rentable Area (SF)	220,049 SF	173,156 SF	275,746 SF	246,000 SF	242,720 SF	149,000 SF	149,828 SF
Year Built (Renovated)	1988	2016	1988	2008	1998	1926	1974
Condition	Average	Good	Average	Good	Average	Average	Average
Buyer	--	UGP-Poydras, LLC	Ugp Cleveland Garage Llc	InterPark Corporate	WBP Garage LLC	NPG BOS1 Beach LLC	UGP-115 East Congress, LLC
Seller	--	Poydras Properties II LLC	G&i Ix 200 Public Square Garage Llc	Legacy Ventures	Northeast Investors, LLC	FoxRock Forty Beach Realty, LLC	Congress Investors, LLC
Interest Conveyed	Leased Fee	Fee Simple	Leased Fee	Fee Simple	Leased Fee	Leased Fee	Fee Simple
Transaction Status	--	Closed	Closed	Closed	Closed	Closed	Closed
Transaction Date	--	Jun-24	Jan-24	Jul-23	Sep-22	Jul-22	Jun-22
Price	--	$24,500,000	$31,250,000	$32,263,393	$20,000,000	$32,000,000	$35,000,000
Price per SF	--	$141.49	$113.33	$131.15	$82.40	$214.77	$233.60
Price per Space	--	$62,341	$41,281	$48,011	$33,613	$62,378	$87,940
NOI/Space	$4,403	$4,052	$2,972	$2,996	$1,697	$4,292	$4,142
Cap Rate	--	6.50%	7.20%	6.24%	5.05%	6.88%	4.71%

Compiled by Newmark

ANALYSIS OF IMPROVED COMPARABLE DATA

A traditional sales comparison approach analysis would not be the most reflective of the value of the property. A parking garage of the subject's magnitude is classified as income producing real estate. The value is generally established by the net income it can be expected to generate. The Sales Comparison Approach typically will not be the primary indicator of value; rather it measures and discusses the reasonableness of the value estimate indicated in the Income Approach as supported by the best comparable sales data available in the market.

In our analysis to follow, the sales comparison approach is able to offer a general view of investors' pricing models by analyzing net income differentials. Thus, for comparison, the sales are analyzed on the basis of net income differential. This is the method of comparison most commonly quoted by brokers, sellers, and purchasers when discussing sales transactions, and it is considered the most relevant for the subject property.

The sales indicate a broad range of prices, corresponding with unitary rates that range from $33,613 to $87,940 per parking space. Price per space is greatly affected by the quality, quantity and durability of the net income of each property. As such, the analysis of the sales focuses on the net operating income differences and their respective relationship to the income characteristics for the property.

Adjustments were made for each sale based on the percent difference in net operating income. Each respective percentage was applied to the sale price per parking space of that sale. The following table depicts the derivation of the adjustments and the adjusted price per space for each comparable sale.

NOI Comparative Analysis	Subject Property	Sale 1	Sale 2	Sale 3	Sale 4	Sale 5	Sale 6
		1200 Poydras Street	320 Superior Avenue East	275 Baker Street Northwest	315 Cumberland Avenue	40 Beach Street	115 East Congress Street
		New Orleans, LA	Cleveland, OH	Atlanta, GA	Portland, ME	Boston, MA	Savannah, GA
Spaces	453	393	757	672	595	513	398
Sale Price		$24,500,000	$31,250,000	$32,263,393	$20,000,000	$32,000,000	$35,000,000
NOI	$1,994,770	$1,592,500	$2,250,000	$2,013,000	$1,010,000	$2,201,600	$1,648,500
Price/Space		$62,341	$41,281	$48,011	$33,613	$62,378	$87,940
NOI/Space		$4,052.16	$2,972.26	$2,995.54	$1,697.48	$4,291.62	$4,141.96
Cap Rate		6.50%	7.20%	6.24%	5.05%	6.88%	4.71%
NOI Percentage Difference		25.26%	-29.22%	11.77%	99.31%	-54.12%	33.55%
Adjusted Sale Price/Space		$78,088.46	$29,218.04	$53,663.56	$66,993.93	$28,616.44	$117,444.97

Compiled by Newmark

The net operating income that a property generates with respect to size is a primary indicator of the value of the property. The comparable sales that are used in this analysis indicate a wide range in NOI per parking space. This range is from $1,697.48 to $4,291.62 per space, corresponding with a variance of -29.22% to 99.31% when compared to the projected NOI at the subject. While this is a large variance, we note that the sales approach is primarily utilized as a test of reasonableness as it is helpful to provide a check on value.

SALES COMPARISON APPROACH CONCLUSION

The NOI adjusted sales support an adjusted price range from $28,616.44 to $72,933.42 per space. Considering the analysis and the quality of the subject, we conclude a value of $65,000 per space for the subject. Based on the preceding analysis, the value indication by the sales comparison approach is as follows:

Sales Comparison Approach Conclusion		
Reconciliation of Price per Space Indication		**Value Indication**
Adjusted Value Range - Low		$33,613
Adjusted Value Range - High		$87,940
Reconciled As Stabilized Value - Price per Space	Effective Date: 3/28/2025	$65,000
Subject Rentable Area (SF)		453
Reconciled As Stabilized Value - Price per Space Analysis		$29,445,000
As Is		**Value Indication**
Reconciled As Stabilized Value	Effective Date: 3/28/2025	$29,445,000
Stabilization Discount		($30,000)
As Is Value	Effective Date: 3/28/2025	$29,415,000
Rounded		**$29,400,000**

Compiled by Newmark

Reconciliation of Value

The values indicated by our analyses are as follows:

Market Value Indications

Market Value Premise As of Date:	As Is March 28, 2025
Cost Approach:	Not Used
Sales Comparison Approach:	$29,400,000
Income Capitalization Approach:	$28,450,000
Reconciled Value	$28,450,000
Market Value Conclusion	$28,450,000

Compiled by Newmark

Cost Approach

In this case, the cost approach was not utilized due to the age of the improvements which results in significant depreciation thereby reducing the reliability of this approach. More significantly, however, market participants considering properties like the subject do not give consideration to the cost approach.

Sales Comparison Approach

The Sales Comparison Approach is focused on comparing the subject to sale and other market transactions with the aim to develop an indication of value that is founded on the theory of substitution. Basically, the intention is to determine value through considering the prices of properties which would be a substitute property to the subject. There is a dearth of recent local comparable sales transactions and significant adjustments were required reducing the credibility of this approach. Moreover, the subject property is an income producing property and the sales comparison approach, like the cost approach, is limited it its ability to directly consider the income levels of the subject and the sales. Our analysis of sales was based on the income producing capacity of each sale as it relates to the significant income produced by the subject. On balance, the sales comparison approach is primarily used as a cross-check or test of reasonableness on the Income Capitalization Approach.

Income Capitalization Approach

The subject property is a parking garage property. It is distinctly an income producing property and this approach is specifically designed to address the value of such a property. The direct capitalization method was developed. In total, the income capitalization approach is considered

to be most applicable to the subject and most reliable. This approach is given sole weight which is reasonable and appropriate and consistent with the most probable buyer (investor) practice.

FINAL VALUE CONCLUSIONS

Value Conclusions

Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion
Market Value "As Is"	Leased Fee	3/28/2025	$28,450,000

Compiled by Newmark

Extraordinary Assumptions and Hypothetical Conditions

An extraordinary assumption is defined in USPAP as an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions. The value conclusions are subject to the following extraordinary assumptions that may affect the assignment results.

1. None

A hypothetical condition is defined in USPAP as a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis. The value conclusions are based on the following hypothetical conditions that may affect the assignment results.

1. None

Compiled by Newmark

EXPOSURE TIME

Exposure time is the estimated length of time the subject property would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. It is a retrospective estimate based on an analysis of past events assuming a competitive and open market.

Recent sales transaction data for similar properties, supply and demand characteristics for the local specialty market, and the opinions of local market participants were reviewed and analyzed. Based on this data and analysis, it is our opinion that the probable exposure time for the subject at the concluded market value stated previously is up to 12 months.

MARKETING TIME

Marketing time is an opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal. As no significant changes in market conditions are foreseen in the near term, it is our opinion that a reasonable marketing period for the subject is likely to be the same as the exposure time. Accordingly, we estimate the subject's marketing period at up to 12 months.

Assumptions and Limiting Conditions

The Appraisal contained in this Report (herein "Report") is subject to the following assumptions and limiting conditions:

1. Unless otherwise stated in this report, title to the property which is the subject of this report (herein "Property") is assumed to be good and marketable and free and clear of all liens and encumbrances and that there are no recorded or unrecorded matters or exceptions to title that would adversely affect marketability or value. No responsibility is assumed for the legal description, zoning, condition of title or any matters which are legal in nature or otherwise require expertise other than that of a professional real estate appraiser. This report shall not constitute a survey of the Property.
2. Unless otherwise stated in this report, it is assumed: that the improvements on the Property are structurally sound, seismically safe and code conforming; that all building systems (mechanical/electrical, HVAC, elevator, plumbing, etc.) are in good working order with no major deferred maintenance or repair required; that the roof and exterior are in good condition and free from intrusion by the elements; that the Property and improvements conform to all applicable local, state, and federal laws, codes, ordinances and regulations including environmental laws and regulations. No responsibility is assumed for soil or subsoil conditions or engineering or structural matters. The Property is appraised assuming that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained in this report is based, unless otherwise stated. The physical condition of the Property reflected in this report is solely based on a visual inspection as typically conducted by a professional appraiser not someone with engineering expertise. Responsible ownership and competent property management are assumed.
3. Unless otherwise stated in this report, this report did not take into consideration the existence of asbestos, PCB transformers or other toxic, hazardous, or contaminated substances or underground storage tanks, or the cost of encapsulation, removal or remediation thereof. Real estate appraisers are not qualified to detect such substances. The presence of substances such as asbestos, urea formaldehyde foam insulation, contaminated groundwater or other potentially hazardous materials and substances may adversely affect the value of the Property. Unless otherwise stated in this report, the opinion of value is predicated on the assumption that there is no such material or substances at, on or in the Property.

4. All statements of fact contained in this report as a basis of the analyses, opinions, and conclusions herein are true and correct to the best of the appraiser's actual knowledge and belief. The appraiser is entitled to and relies upon the accuracy of information and material furnished by the owner of the Property or owner's representatives and on information and data provided by sources upon which members of the appraisal profession typically rely and that are deemed to be reliable by such members. Such information and data obtained from third party sources are assumed to be reliable and have not been independently verified. No warranty is made as to the accuracy of any of such information and data. Any material error in any of the said information or data could have a substantial impact on the conclusions of this Report. The appraiser reserves the right to amend conclusions reported if made aware of any such error.
5. The opinion of value stated in this report is only as of the date of value stated in this report. An appraisal is inherently subjective and the conclusions stated apply only as of said date of value, and no representation is made as to the effect of subsequent events. This report speaks only as of the date hereof.
6. Any projected cash flows included in the analysis are forecasts of estimated future operating characteristics and are predicated on the information and assumptions contained within this report. Any projections of income, expenses and economic conditions utilized in this report are not predictions of the future. Rather, they are estimates of market expectations of future income and expenses. The achievement of any financial projections will be affected by fluctuating economic conditions and is dependent upon other future occurrences that cannot be assured. Actual results may vary from the projections considered herein. There is no warranty or assurances that these forecasts will occur. Projections may be affected by circumstances beyond anyone's knowledge or control. Any income and expense estimates contained in this report are used only for the purpose of estimating value and do not constitute predictions of future operating results.
7. The analyses contained in this report may necessarily incorporate numerous estimates and assumptions regarding Property performance, general and local business and economic conditions, the absence of material changes in the competitive environment and other matters. Some estimates or assumptions, however, inevitably will not materialize, and unanticipated events and circumstances may occur; therefore, actual results achieved during the period covered by the analysis will vary from estimates, and the variations may be material.
8. All prospective value opinions presented in this report are estimates and forecasts which are prospective in nature and are subject to considerable risk and uncertainty. In addition to the contingencies noted in the preceding paragraphs, several events may occur that could substantially alter the outcome of the estimates such as, but not limited to changes

in the economy, interest rates, capitalization rates, behavior of consumers, investors and lenders, fire and other physical destruction, changes in title or conveyances of easements and deed restrictions, etc. In making prospective estimates and forecasts, it is assumed that conditions reasonably foreseeable at the present time are consistent or similar with the future.

9. The allocations of value for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used. This report shall be considered only in its entirety. No part of this report shall be utilized separately or out of context.

10. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or any reference to the Appraisal Institute) shall be disseminated through advertising media, public relations media, news media or any other means of communication (including without limitation prospectuses, private offering memoranda and other offering material provided to prospective investors) without the prior written consent of the Firm. Possession of this report, or a copy hereof, does not carry with it the right of publication.

11. Client and any other Intended User identified herein should consider this report and the opinion of value contained herein as only one factor together with its own independent considerations and underwriting guidelines in making any decision or investment or taking any action regarding the Property. Client agrees that Firm shall not be responsible in any way for any decision of Client or any Intended User related to the Property or for the advice or services provided by any other advisors or contractors. The use of this report and the appraisal contained herein by anyone other than an Intended User identified herein, or for a use other than the Intended Use identified herein, is strictly prohibited. No party other than an Intended User identified herein may rely on this report and the appraisal contained herein.

12. Unless otherwise stated in the agreement to prepare this report, the appraiser shall not be required to participate in or prepare for or attend any judicial, arbitration, or administrative proceedings.

13. The Americans with Disabilities Act (ADA) became effective January 26, 1992. No survey or analysis of the Property has been made in connection with this report to determine whether the physical aspects of the improvements meet the ADA accessibility guidelines. No expertise in ADA issues is claimed, and the report renders no opinion regarding the Property's compliance with ADA regulations. Inasmuch as compliance matches each owner's financial ability with the cost to cure the non-conforming physical characteristics of a property, a specific study of both the owner's financial ability and the cost to cure any deficiencies would be needed for the Department of Justice to determine compliance.

14. Acceptance and/or use of this report constitutes full acceptance of these Assumptions and Limiting Conditions and any others contained in this report, including any Extraordinary Assumptions and Hypothetical Conditions, and is subject to the terms and conditions contained in the agreement to prepare this report and full acceptance of any limitation of liability or claims contained therein.

Addendum A

Glossary of Terms

The following definitions are derived from The Dictionary of Real Estate Appraisal, 7th ed. (Chicago: Appraisal Institute, 2022).

- ***Absorption Period:*** The actual or expected period required from the time a property, group of properties, or commodity is initially offered for lease, purchase, or use by its eventual users until all portions have been sold or stabilized occupancy has been achieved.
- ***Absorption Rate:*** 1) Broadly, the rate at which vacant space in a property or group of properties for sale or lease has been or is expected to be successfully sold or leased over a specified period of time. 2) In subdivision analysis, the rate of sales of lots or units in a subdivision.
- ***Ad Valorem Tax:*** A tax levied in proportion to the value of the thing(s) being taxed. Exclusive of exemptions, use-value assessment provisions, and the like, the property tax is an ad valorem tax. (IAAO)
- ***As Is Market Value:*** The estimate of the market value of real property in its current physical condition, use, and zoning as of the appraisal date. (Interagency Appraisal and Evaluation Guidelines) Note that the use of the "as is" phrase is specific to appraisal regulations pursuant to FIRREA applying to appraisals prepared for regulated lenders in the United States. The concept of an "as is" value is not included in the Standards of Valuation Practice of the Appraisal Institute, Uniform Standards of Professional Appraisal Practice, or International Valuation Standards.
- ***Assessed Value:*** The value of a property according to the tax rolls in ad valorem taxation; may be higher or lower than market value, or based on an assessment ratio that is a percentage of market value.
- ***Cash Equivalency Analysis:*** An analytical process in which the sale price of a transaction with atypical financing or financing with unusual conditions or incentives is converted into a price equivalent or consistent with what a cash buyer would pay with all other factors the same.
- ***Cash-Equivalent Price:*** The sale price of a property that is equivalent to what a cash buyer would pay.
- ***Contract Rent:*** The actual rental income specified in a lease.
- ***Disposition Value:*** The most probable price that a specified interest in property should bring under the following conditions: 1) Consummation of a sale within a specified time, which is shorter than the typical exposure time for such a property in that market. 2) The property is subjected to market conditions prevailing as of the date of valuation. 3) Both the buyer and seller are acting prudently and knowledgeably. 4) The seller is under compulsion to sell. 5) The buyer is typically motivated. 6) Both parties are acting in what they consider to be their best interests. 7) An adequate marketing effort will be made during the exposure time. 8) Payment will be made in cash in US dollars (or the local currency) or in terms of financial arrangements comparable thereto. 9) The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale. This definition can also be modified to provide for valuation with specified financing terms.
- ***Economic Life:*** The period over which improvements to real estate contribute to property value.
- ***Effective Gross Income (EGI):*** The anticipated income from all operations of the real estate after an allowance is made for vacancy and collection losses and an addition is made for any other income.
- ***Effective Rent:*** Total base rent, or minimum rent stipulated in a lease, over the specified lease term minus rent concessions; the rent that is effectively paid by a tenant net of financial concessions provided by a landlord.
- ***Excess Land:*** Land that is not needed to serve or support the existing use. The highest and best use of the excess land may or may not be the same as the highest and best use of the improved parcel. Excess land has the potential to be sold separately and is valued separately. See also *surplus land*.
- ***Excess Rent:*** The amount by which contract rent exceeds market rent at the time of the appraisal; created by a lease favorable to the landlord (lessor) and may reflect unusual management, unknowledgeable or unusually motivated parties, a lease execution in an earlier, stronger rental market, or an agreement of the parties.

- ***Exposure Time:*** 1) The time a property remains on the market. 2 An opinion, based on supporting market data, of the length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. (USPAP, 2020-2021 ed.)
- ***Extraordinary Assumption:*** An assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions. Comment: Uncertain information might include physical, legal, or economic characteristics of the subject property, or conditions external to the property, such as market conditions or trends, or about the integrity of data used in an analysis. (USPAP, 2020-2021 ed.)
- ***Fee Simple Estate:*** Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.
- ***Floor Area Ratio (FAR):*** The relationship between the above-ground floor area of a building, as described by the zoning or building code, and the area of the plot on which it stands; in planning and zoning, often expressed as a decimal, e.g., a ratio of 2.0 indicates that the permissible floor area of a building is twice the total land area.
- ***Frictional Vacancy:*** The amount of vacant space needed in a market for its orderly operation. Frictional vacancy allows for move-ins and move-outs.
- ***Full Service (Gross) Lease:*** See *gross lease*.
- ***General Vacancy:*** A method of calculating any remaining vacancy and collection loss considerations when using discounted cash flow (DCF) analysis, where turnover vacancy has been used as part of the income estimate. The combined effects of turnover vacancy and general vacancy relate to total vacancy and collection loss.
- ***Going-Concern Premise:*** One of the premises under which the total assets of a business can be valued; the assumption that a company is expected to continue operating well into the future (usually indefinitely).
- ***Going-Concern Value:*** An outdated label for the market value of all the tangible and intangible assets of an established and operating business with an indefinite life, as if sold in aggregate; more accurately termed the market value of the going concern or market value of the total assets of the business. See also *Market Value of the Going Concern* and *Market Value of the Total Assets of the Business (MVTAB)*.
- ***Going-In Capitalization Rate (R_O):*** The overall capitalization rate obtained by dividing a property's net operating income for the first year after purchase by the present value of the property.
- ***Gross Building Area (GBA):*** 1) Total floor area of a building, excluding unenclosed areas, measured from the exterior of the walls of the above grade area. This includes mezzanines and basements if and when typically included in the market area of the type of property involved. 2) Gross leasable area plus all common areas. 3) For residential space, the total area of all floor levels measured from the exterior of the walls and including the superstructure and substructure basement; typically does not include garage space.
- ***Gross Lease:*** A lease in which the landlord receives stipulated rent and is obligated to pay all of the property's operating and fixed expenses; also called full-service lease.
- ***Hypothetical Condition:*** 1) A condition that is presumed to be true when it is known to be false. (Appraisal Institute: The Standards of Valuation Practice [SVP]) 2) A condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis. Comment: Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis. (USPAP, 2020-2021 ed.)
- ***Intended Use:*** 1) The valuer's intent as to how the report will be used. (SVP) 2) The use(s) of an appraiser's reported appraisal or appraisal review assignment results, as identified by the appraiser based on communication with the client at the time of the assignment. (USPAP, 2020-2021 ed.)

- ***Intended Users:*** 1) The party or parties the valuer intends will use the report. (SVP) 2) The client and any other party as identified, by name or type, as users of the appraisal or appraisal review report by the appraiser, based on communication with the client at the time of the assignment. (USPAP, 2020-2021 ed.)
- ***Investment Value:*** 1) The value of a property to a particular investor or class of investors based on the investor's specific requirements. Investment value may be different from market value because it depends on a set of investment criteria that are not necessarily typical of the market. 2) The value of an asset to the owner or a prospective owner given individual investment or operational objectives (may also be known as worth). (International Valuation Standards [IVS])
- ***Land-to-Building Ratio:*** The proportion of land area to gross building area; one of the factors determining comparability of properties. See also *floor area ratio*.
- ***Lease:*** A contract in which the rights to use and occupy land, space, or structures are transferred by the owner to another for a specified period of time in return for a specified rent.
- ***Leased Fee Interest:*** The ownership interest held by the lessor, which includes the right to receive the contract rent specified in the lease plus the reversionary right when the lease expires.
- ***Leasehold Estate:*** The right held by the lessee to use and occupy real estate for a stated term and under the conditions specified in the lease.
- ***Lessee:*** One who has the right to occupancy and use of the property of another for a period of time according to a lease agreement.
- ***Lessor:*** One who conveys the rights of occupancy and use to others under a lease agreement.
- ***Liquidation Value:*** The most probable price that a specified interest in property should bring under the following conditions: 1) Consummation of a sale within a short time period. 2) The property is subjected to market conditions prevailing as of the date of valuation. 3) Both the buyer and seller are acting prudently and knowledgeably. 4) The seller is under extreme compulsion to sell. 5) The buyer is typically motivated. 6) Both parties are acting in what they consider to be their best interests. 7) A normal marketing effort is not possible due to the brief exposure time. 8) Payment will be made in cash in US dollars (or the local currency) or in terms of financial arrangements comparable thereto. 9) The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale. This definition can also be modified to provide for valuation with specified financing terms.
- ***Market Rent:*** The most probable rent that a property should bring in a competitive and open market under all conditions requisite to a fair lease transaction, the lessee and lessor each acting prudently and knowledgeably, and assuming the rent is not affected by undue stimulus. Implicit in this definition is the execution of a lease as of a specified date under conditions whereby • Lessee and lessor are typically motivated; • Both parties are well informed or well advised, and acting in what they consider their best interests; • Payment is made in terms of cash or in terms of financial arrangements comparable thereto; and • The rent reflects specified terms and conditions typically found in that market, such as permitted uses, use restrictions, expense obligations, duration, concessions, rental adjustments and revaluations, renewal and purchase options, frequency of payments (annual, monthly, etc.), and tenant improvements (TIs).
- ***Market Value:*** A type of value that is the major focus of most real property appraisal assignments. Both economic and legal definitions of market value have been developed and refined.[1]
- ***Market Value of the Going Concern:*** The market value of an established and operating business including the real property, personal property, financial assets, and the intangible assets of the business.
- ***Market Value of the Total Assets of the Business (MVTAB):*** The market value of all of the tangible and intangible assets of a business as if sold in aggregate as a going concern.
- ***Modified Gross Lease:*** A lease in which the landlord receives stipulated rent and is obligated to pay some, but not all, of the property's operating and fixed expenses. Since assignment of expenses varies among modified

[1] The actual definition of value used for this appraisal is contained within the body of the report.

gross leases, expense responsibility must always be specified. In some markets, a modified gross lease may be called a double net lease, net net lease, partial net lease, or semi-gross lease. See also *net lease*.

- ***Net Lease:*** A lease in which the landlord passes on all expenses to the tenant. See also *gross lease*; *modified gross lease*.
- ***Net Net Net Lease:*** An alternative term for a type of net lease. In some markets, a net net net lease is defined as a lease in which the tenant assumes all expenses (fixed and variable) of operating a property except that the landlord is responsible for structural maintenance, building reserves, and management; also called *NNN lease, triple net lease,* or *fully net lease*.
- ***Net Operating Income (NOI or I_o):*** The actual or anticipated net income that remains after all operating expenses are deducted from effective gross income but before mortgage debt service and book depreciation are deducted. Note: This definition mirrors the convention used in corporate finance and business valuation for EBITDA (earnings before interest, taxes, depreciation, and amortization).
- ***Occupancy Rate:*** 1) The relationship or ratio between the potential income from the currently rented units in a property and the income that would be received if all the units were occupied. 2) The ratio of occupied space to total rentable space in a building.
- ***Operating Expenses:*** The periodic expenditures necessary to maintain the real estate and continue production of the effective gross income, assuming prudent and competition management.
- ***Overage Rent:*** The percentage rent paid over and above the guaranteed minimum rent or base rent; calculated as a percentage of sales in excess of a specified breakpoint sales volume.
- ***Percentage Rent:*** Rental income received in accordance with the terms of a percentage lease; typically derived from retail store and restaurant tenants and based on a certain percentage of their gross sales.
- ***Prospective Opinion of Value:*** A value opinion effective as of a specified future date. The term does not define a type of value. Instead, it identifies a value opinion as being effective at some specific future date. An opinion of value as of a prospective date is frequently sought in connection with projects that are proposed, under construction, or under conversion to a new use, or those that have not yet achieved sellout or a stabilized level of long-term occupancy.
- ***Rentable Area:*** For office or retail buildings, the tenant's pro rata portion of the entire office floor, excluding elements of the building that penetrate through the floor to the areas below. The rentable area of a floor is computed by measuring to the inside finished surface of the dominant portion of the permanent building walls, excluding any major vertical penetrations of the floor. Alternatively, the amount of space on which the rent is based; calculated according to local practice.
- ***Retrospective Value Opinion:*** A value opinion effective as of a specified historical date. The term retrospective does not define a type of value. Instead, it identifies a value opinion as being effective at some specific prior date. Value as of a historical date is frequently sought in connection with property tax appeals, damage models, lease renegotiation, deficiency judgments, estate tax, and condemnation. Inclusion of the type of value with this term is appropriate, e.g., "retrospective market value opinion."
- ***Shell Rent:*** The typical rent paid for retail, office, or industrial tenant space based on minimal "shell" interior finishes (called vanilla finish or white wall finish in some areas). Usually the landlord delivers the main building shell space or some minimum level of interior build-out, and the tenant completes the interior finish, which can include wall, ceiling, and floor finishes, mechanical systems, interior electricity, and plumbing. Typically these are long-term leases with tenants paying all or most property expenses.
- ***Surplus Land:*** Land that is not currently needed to support the existing use but cannot be separated from the property and sold off for another use. Surplus land does not have an independent highest and best use and may or may not contribute value to the improved parcel. See also *excess land*.
- ***Turnover Vacancy:*** A method of calculating vacancy allowance that is estimated or considered as part of the potential income estimate when using discounted cash flow (DCF) analysis. As units or suites turn over and are available for re-leasing, the periodic vacancy time frame (vacancy window) to release the space is considered.

- ***Usable Area:*** 1) For office buildings, the actual occupiable area of a floor or an office space; computed by measuring from the finished surface of the office side of corridor and other permanent walls, to the center of partitions that separate the office from adjoining usable areas, and to the inside finished surface of the dominant portion of the permanent outer building walls. Sometimes called net building area or net floor area. See also floor area. 2) The area that is actually used by the tenants measured from the inside of the exterior walls to the inside of walls separating the space from hallways and common areas.
- ***Usable Site Area:*** The area of a site that can legally and physically accommodate buildings or significant site improvements. The usable site area equals the total site area less certain obstructions, such as flood hazard areas, required natural buffers, cemeteries, archeologically restricted areas, ecologically restricted areas, areas within certain restrictive easements, and other obstructions. The net site area or usable site area should be more precisely defined in each appraisal because the significance of improvements or the obstruction depends on the specific assignment.
- ***Use Value:*** The value of a property based on a specific use, which may or may not be the property's highest and best use. If the specified use is the property's highest and best use, use value will be equivalent to market value. If the specified use is not the property's highest and best use, use value will be equivalent to the property's market value based on the hypothetical condition that the only possible use is the specified use.
- ***Value In Use:*** 1. The amount determined by discounting the future cash flows (including the ultimate proceeds of disposal) expected to be derived from the use of an asset at an appropriate rate that allows for the risk of the activities concerned. (FASB Accounting Standards Codification, Master Glossary) 2. Formerly used in valuation practice as a synonym for contributory value or use value. See also *use value*.

Addendum B

Engagement Letter

March 18, 2025

Brian Spear
Principal
SUNRISE CAPITAL INVESTORS
12008 Meridian Point Drive
Tampa, FL 33626

Phone:
Email: brian@scinvestors.com

Re: Appraisal of the property described as:
<Bourse Garage, Parking Garage building located at 400 Ranstead Street, Philadelphia, PA 19106>
("**Property**")

Dear Mr. Spear:

Newmark Valuation & Advisory, LLC ("**Firm**") agrees to provide Sunrise Capital Investors ("**Client**") an appraisal of the above-referenced Property in accordance with, and subject to, the terms and conditions set forth below and in the attached Schedules (collectively, "**Agreement**").

APPRAISAL FEE:	$5,500.00 (inclusive of expenses).
ADDITIONAL HOURLY FEES:	Should court time and preparation be required, it will be billed at $400.00/hr plus expenses.
RETAINER:	$2,750.00 with the return of this letter signed by the Client.
REPORT DELIVERABLES:	The appraisal, draft and/or final, shall be delivered in electronic format (typically, pdf). One original hard copy of the final appraisal will be provided to Client upon request.
COMMENCEMENT AND DELIVERY DATE:	Delivery is as follows: Final appraisal report: 3 weeks from receipt of retainer The appraisal process will commence upon receipt by the Firm of (i) this Agreement, signed by Client, (ii) the retainer, and (iii) information and materials identified in Schedule "B." The appraisal process will conclude

	upon delivery of the final appraisal report, unless terminated sooner by the Firm or Client or as provided herein.
REPORT TYPE:	Restricted Appraisal Report
VALUATION PREMISE:	Market Value
INTEREST IN THE PROPERTY APPRAISED:	Leased Fee Interest
DATE(S) OF VALUE:	Current as of: the Date of Inspection
INTENDED USER(S):	Intended users of the appraisal include only Sunrise Capital Investors ("**Intended User(s)**"), and no other party is permitted to use or rely on the appraisal. The identification of Intended User(s) of the appraisal is to determine the type and extent of research, analysis and reporting appropriate for the assignment. Designation of a party other than Client as an Intended User is not intended to confer upon such party any rights under this Agreement.
INTENDED USE:	The intended use of the appraisal is solely for Intended Use ("**Intended Use**") and no other use.
RELIANCE LANGUAGE:	None
GUIDELINES:	The analyses, opinions and conclusions are to be developed based on, and the appraisal will be prepared in conformance with the Uniform Standards of Professional Appraisal Practice (USPAP) as published by the Appraisal Foundation.
SCOPE OF WORK:	The appraiser will use and properly apply all applicable and appropriate approaches to value sufficient to produce credible assignment results. The scope of the analysis will be appropriate for the appraisal problem.
APPRAISAL REPORT SIGNATORY:	Joseph D. Pasquarella, MAI, CRE
ASSUMPTIONS/ LIMITING CONDITIONS:	The appraisal will be subject to Firm's standard Assumptions and Limiting Conditions, which will be incorporated into the appraisal report. In addition, the appraisal may be subject to, and the appraisal report may contain, Extraordinary Assumptions and Hypothetical Conditions.
ACCEPTANCE:	This shall constitute a binding agreement only if countersigned by the Client, or by an officer, director or other representative of Client who, by

	signing and accepting this Agreement, represents and warrants that he/she is authorized by Client to do so.
PAYMENT:	Client will be invoiced the appraisal fee (and any expenses) which will be earned in full upon initial delivery of the appraisal report (draft or final), with such appraisal fee (and expenses) payable within 30 days of invoicing. Payment of the fee is not contingent upon any predetermined value or on an action or event resulting from the analysis, opinions, conclusions or use of the appraisal.
CHANGES TO THE AGREEMENT:	Any significant changes to the assignment as outlined in this Agreement, such as the identity of the Client, Intended User, or Intended Use, will require the preparation and execution of a new agreement.
CANCELLATION OF ASSIGNMENT:	Client may cancel this Agreement at any time prior to the Firm's delivery of the appraisal upon written notification to the Firm. Client shall pay Firm for all work completed on the assignment prior to Firm's receipt of such written cancellation notice, unless otherwise agreed upon by Firm and Client in writing. The Firm may withdraw without penalty or liability from the assignment(s) contemplated by the Agreement before completion or reporting if the Firm determines, in the Firm's sole discretion, that incomplete information was provided to the Firm prior to the engagement, that Client or other parties have not or cannot provide documentation or information necessary to the Firm's analysis or reporting, that conditions of the Property render the original scope of work inappropriate, that a conflict of interest has arisen, or that Client has not complied with its payment obligations under this Agreement. The Firm shall notify Client of such withdrawal in writing.
NO THIRD-PARTY BENEFICIARIES:	Nothing in the Agreement shall create a contractual relationship or any legal duty between Firm or Client and any third party, nor any cause of action, right, or claim in favor of any third party and against Firm or Client. In addition, this Agreement is not intended to, and shall not be construed to, render any person or entity a third-party beneficiary of this Agreement. Client acknowledges and agrees that the appraisal report shall reflect the foregoing. In addition, the appraisal report shall state that no party other than an Intended User identified in the Agreement is entitled to rely upon the appraisal.

This Agreement may be rescinded by the Firm unless signed and returned to the undersigned within 10 days from the date hereof.

If this Agreement correctly sets forth the Client's understanding of the services to be rendered, and if the terms are satisfactory, please execute and return the Agreement together with any required retainer.

Respectfully,

Michael Lysien, MAI
Senior Vice President
Certified General Real Estate Appraiser
License No. IL-553.002412
michael.lysien@nmrk.com

Agreed:
SUNRISE CAPITAL INVESTORS

SIGNATURE:

PRINT NAME: Brian Spear

TITLE: Principal

DATE: 03/19/2025

Schedule “A”

TERMS AND CONDITIONS

ATTACHED TO AND A PART OF THE AGREEMENT DATED MARCH 18, 2025 TO PROVIDE APPRAISAL SERVICES FOR SUNRISE CAPITAL INVESTORS

1. These Terms and Conditions are attached to and incorporated into the above referenced Agreement as though fully set forth in full therein. Capitalized terms if not defined herein shall have the same meaning as defined in the Agreement.

2. With respect to any appraisal report, use of or reliance on the appraisal by any party, regardless of whether the use or reliance is authorized or known by the Firm, constitutes acceptance of these Terms and Conditions as well as acceptance of all other appraisal statements, limiting conditions and assumptions stated in the Agreement and appraisal report.

3. It is assumed that there are no matters affecting the Property that would require the expertise of other professionals, such as engineers or an environmental consultant, for Firm to provide the appraisal. If such additional expertise is required, it shall be provided by other parties retained by Client at Client’s sole cost and expense.

4. Client acknowledges that the Firm is being retained as an independent contractor to provide the services described herein and nothing in this Agreement shall be deemed to create any other relationship between Firm and Client, including but not limited to an agency relationship. The parties neither intend nor have any expectation that any such relationship will arise as a matter of law or as a result of this Agreement. This assignment shall be deemed concluded and the services hereunder completed upon delivery of the appraisal described herein to Client.

5. All statements of fact contained in the appraisal report as a basis of the appraiser's analyses, opinions, and conclusions will be true and correct to the best of the appraiser's actual knowledge and belief. The appraiser is entitled to, and shall rely upon the accuracy of information and material furnished to the Firm by Client. Appraiser is also entitled to, and shall, rely on information provided by sources upon which members of the appraisal profession typically rely and that are deemed to be reliable by members of that profession without independent verification.

6. The Firm and the appraiser shall have no responsibility for legal matters, or questions or issues involving survey or title, soil or subsoil conditions, engineering, zoning, buildability, environmental contamination, structural matters, construction defects, material or methodology, or other similar technical matters with regarding the Property. Furthermore, the appraisal will not constitute a survey of the Property.

7. The appraisal and the data and information gathered in its preparation (other than the confidential data and information provided by Client) is and will remain, the property of the Firm. The Firm shall not violate the confidential nature of the appraiser-client relationship by improperly disclosing any confidential information furnished by Client to the Firm. Notwithstanding the foregoing, the Firm and the appraiser are authorized by Client to disclose all or any portion of the appraisal and appraisal report and the related data and information, including confidential data and information provided by Client, to appropriate representatives of the Appraisal Institute if such disclosure is required to comply with the Standards, Bylaws and Regulations of the Appraisal Institute, as well as, such disclosure as required by law and regulations, including compliance with a subpoena and licensing authority regulatory inquiries. The Firm is also authorized to include both confidential and non-confidential data assembled in the course of preparing the appraisal and which may be incorporated into the appraisal report in a database controlled by the Firm for the aggregation of such data and information to produce analytics and other metrics or products.

8. Unless specifically noted in the appraisal report, the appraisal will not take into consideration the possibility or probability of the existence of asbestos, PCB transformers, other toxic, hazardous, or contaminated substances

and/or underground storage tanks (hazardous material) at on or in the Property, or the cost of encapsulation, removal or remediation thereof.

9. Client shall indemnify, defend (by counsel to be selected by Firm), protect, and hold Firm and Firm's appraisers, agents, employees, affiliates, representatives, successors and assigns (each, a "**Firm Party**"), free and harmless from any and all claims, liabilities, losses, penalties, fines, forfeitures, amounts paid in settlement, judgments, and all reasonable attorneys' fees and related litigation costs, fees and expenses incurred by the any of such indemnitees, which result from (i) any failure by Client or Client's agents or representatives to provide Firm with complete and accurate information regarding the Property; (ii) any material breach by Client of the provisions of the Agreement; (iii) if delivery of the appraisal to a third party is permitted by the Firm, Client providing an incomplete copy of the appraisal to such third party; or (iv) arising from Client or Client's agents or representatives providing a copy of the appraisal to a party not authorized by the Firm to receive such copy.

10. In preparing the appraisal, it is possible that the appraiser will discover conflicting information. In that event, appraiser will utilize information and data considered to be the most authoritative and for critical information will document the source. Information and data referred to may include, but is not limited to, legal descriptions; physical street addresses; assessor parcel numbers; property history; dimensions and areas of the site/land; dimensions and areas of the building improvements; physical unit counts; rent rolls; leases; lease abstracts; income and expense data; and any other related data. Any material discrepancy and/or error in any of the above data could have a substantial impact on the conclusions reported, and the Firm therefore reserves the right to amend conclusions reported if the Firm is made aware of any such discrepancy and/or error.

11. The appraisal may not be used, included or referenced, in whole or in part, in any offering or other materials without the prior written consent of the Firm, which consent may be conditioned upon the receipt by the Firm of an indemnity agreement, in form and content, satisfactory to Firm and provided by an indemnitor satisfactory to Firm. Client agrees to pay the fees of the Firm's legal counsel for review of any materials which is the subject of the requested consent. Except as agreed by the Firm expressly in writing, the Firm disclaims liability to any party other than Client.

12. The Firm shall not provide a copy of the appraisal to, or disclose the results of the appraisal to, any party other than Client, unless Client authorizes same, except as provided in the Confidentiality Section of the ETHICS RULE of the Uniform Standards of Professional Appraisal Practice (USPAP) or as otherwise required by law or regulations.

13. Client and any other identified Intended User should consider the appraisal as only one factor together with its own independent considerations and underwriting guidelines in making any decision or investment or taking any action regarding the Property. Client agrees that Firm shall not be responsible in any way for any decision of Client or any Intended User related to the Property or for the advice or services provided by any other advisors or contractors.

14. Unless otherwise stated in this Agreement, Client agrees that the services pursuant to this Agreement shall not include participation in or preparation for, or attendance at, any legal, judicial, administrative, or arbitration proceeding relating to this assignment. In the event the Firm or any Firm Party is required, whether through the service of a subpoena or otherwise, to produce documents or participate in or prepare for any discovery, testimony or attendance, relating to the appraisal or this assignment, where the Firm or Firm Party is not a party to the action or proceedings involved, Client agrees to reimburse expenses incurred by the Firm or Firm Party, including attorney's fees, in responding to such subpoena or other legal process and compensate the Firm therefor based upon the appraiser's prevailing hourly or daily rate for providing services as an expert consultant or witness.

15. **LIMITATION ON LIABILITY** NEITHER PARTY'S AGGREGATE LIABILITY RELATED TO THIS AGREEMENT (WHETHER UNDER CONTRACT, TORT OR OTHERWISE) WILL EXCEED THE AMOUNT OF FEES PAID FOR THE APPRAISAL ASSIGNMENT, AND NEITHER PARTY WILL BE LIABLE FOR ANY CONSEQUENTIAL,

SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES RELATED TO THIS AGREEMENT (WHETHER UNDER CONTRACT, TORT OR OTHERWISE).

16. **WAIVER OF CONSEQUENTIAL DAMAGES** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF REVENUE, LOSS OF USE OR INTERRUPTION OF BUSINESS) ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

17. Except as expressly provided herein, Firm makes no representations or warranties to Client or to any other person or entity with respect to the appraisal and the services to be provided by Firm under this Agreement. To the maximum extent permitted under applicable law, in no event will the Firm or any Firm Party be liable to Client or any third party (regardless of whether such party's claimed use or reliance on the appraisal was authorized by the Firm or a Firm Party) for any claimed damages exceeding the damages in Paragraph 15. Legal claims or causes of action relating to the appraisal are not assignable, except: (i) as the result of a merger, consolidation, sale or purchase of a legal entity, (ii) with regard to the collection of a bona fide existing debt for services but then only to the extent of the total compensation for the appraisal plus reasonable interest, or (iii) in the case of an appraisal performed in connection with the origination of a mortgage loan, as part of the transfer or sale of the mortgage before an event of default on the mortgage or note or its legal equivalent.

18. Federal banking regulations require banks and other lending institutions to engage appraisers where FIRREA compliant appraisals must be used in connection with mortgage loans or other transactions involving federally regulated lending institutions. In view of that requirement, the appraisal may not be accepted by a federally regulated financial institution.

19. In the event Client fails to make payments of any fees or sums when due and payable under this Agreement; then from the date due and payable until paid, the amount due and payable shall bear interest at the maximum rate permitted under the laws of the state in which the Property is located. If the Firm is required to undertake collection efforts including institution of legal action against Client relating to the Agreement, the Firm shall be entitled to recover attorney's fees, litigation expenses, and costs from Client.

20. To the extent permitted under applicable law, any legal action or lawsuit or other proceeding by Client or any Intended User of the appraisal against Firm or a Firm Party whether based in contract, tort, warranty, indemnity or otherwise, relating to the appraisal shall be commenced within two (2) years from the date of delivery of the appraisal to the claimant in such action or proceeding, unless the applicable law provides for a shorter period, and any such claimant waives the right to a jury in any such legal action or lawsuit or other proceeding. Notwithstanding the state of domicile or residency of either party to this Agreement, this Agreement shall be governed and construed under the laws of the state in which the Property is located, and venue for any action or proceeding arising out of this Agreement shall be deemed proper only in the court of competent jurisdiction located in the state in which the Property is located.

21. Throughout the performance of services under this Agreement, the Firm shall maintain at its sole cost and expense the following insurance:

    (a) Workers' Compensation, so as to provide statutory benefits as required by the laws of each state within the United States in which the Firm's services are being provided, and Employer's Liability insurance with limits of liability of $1,000,000 each accident, $1,000,000 disease each employee and $1,000,000 disease policy limit covering all employees of the Firm engaged in the performance of such services.

    (b) Fidelity insurance or bond with a limit of $1,000,000 to insure the Firm against loss of its or Client's assets caused from the dishonest acts of the Firm's employees.

(c) Professional Liability insurance with a limit of liability of $1,000,000 each claim and $1,000,000 aggregate, which limits may be provided by a combination of primary and excess policies.

(d) Commercial General Liability insurance providing coverage against damages due to bodily injury (including death), property damage and personal and advertising injury arising in connection with the Firm's services provided under this Agreement, which insurance coverage shall: (i) be occurrence-based; (ii) provide limits of liability in an amount of $2,000,000 each occurrence and $5,000,000 aggregate (including excess and/or umbrella limits), (iii) include at least those coverages generally included in the most current ISO Commercial General Liability insurance policy form (or its equivalent); and (iv) include Client, and such other persons or entities as Client has identified in writing, as additional insureds solely with regard to claims arising out of this Agreement.

(e) Commercial automobile liability for owned, hired and non-owned motor vehicles, with a $1,000,000 combined single limit.

Schedule “B”

PROPERTY INFORMATION LIST

ATTACHED TO AND A PART OF THE AGREEMENT DATED MARCH 18, 2025 TO PROVIDE APPRAISAL SERVICES FOR SUNRISE CAPITAL INVESTORS

The following information is requested to be delivered to the Firm so we can provide the proposed services and prepare the Appraisal within the agreed upon time frame. Please forward the physical data such as the site plan, previous engineering reports and/or property reports describing the physical attributes of the Property and all financial information such as rent roll and income and expense statements first as these items are the most time sensitive and should be received immediately to meet the time requirements of this assignment. If, at this time, you are certain you will not be providing any specific items noted below, please cross out the item and mark “NA” next to the item so that we will be notified that the information is not available and will not be forthcoming.

1. **Please indicate whether Newmark is sales broker, leasing broker, mortgage broker or property manager for the subject property**.
2. Site plan, if available. (Preferably, an AS BUILT PLAN showing an outline of building/s drawn to scale. Please do not send reductions so original scale may be used for measurement purposes.
3. Building plans, if available.
4. Prior engineering report or physical descriptions from prior appraisals or asset management report, if available.
5. Leasing brochures and/or other marketing materials, if available.
6. If the Property has been offered for sale within the last two years, a copy of the offering memorandum or investment book.
7. Past feasibility or market studies and economic impact studies as well as any relevant information collected from third party sources.
8. Agreements of Sale/Options to Buy (current or during last three years), if any.
9. Income and expense statements for the past three years plus year-to-date income and expense statements.
10. Operating budget for current and next year, if available.
11. Current property insurance binder or last property insurance billing statement.
12. Management contracts.
13. Copy of most recent real estate tax bill. Please advise if there has been a notice or inquiry by either the County Assessment Board or the School Board regarding the property assessment. Is there any pending litigation or negotiations with these parties that could result in an assessment increase or decrease?
14. Title report, Legal Description, or copy of deed. Provide a written statement of five-year history of legal property owner. Please advise, if there any deed restrictions or encumbrances, easements or cross easements.
15. Personal property inventory, if available.
16. Occupancy rates for the last three years, if not revealed in the financial statements.
17. Ground leases, if any.

18. Approximate actual construction costs, if built during the past three years.
19. Environmental audits and studies disclosing any wetlands, hazardous wastes or other environmental conditions such as asbestos or radon.
20. List of any known major repairs and improvements needed.
21. Three-year history of capital improvements.
22. Name of contact person for the on-site physical inspection.

FOR APARTMENT PROPERTY

23. Unit mix showing rentable area and asking rent by unit type
24. Scaled apartment unit plans showing layouts and measurements so that rentable area can be confirmed, if available.
25. Rent roll showing tenant name, apartment number, dates of leases and the type of apartment, asking/market rents for each apartment, and contractual rent for each apartment unit. (It would be greatly appreciated if you can provide the rent roll in Excel.)
26. Terms of leases and/rent roll for leased commercial space or roof top rentals. Copies of commercial leases are desirable. If any commercial leases provide for pass through of operating expenses over a base year stop, please provide the dollar amount of the base year stop.

FOR INDUSTRIAL, OFFICE, RETAIL PROPERTY

27. Rent Roll (please sign and date) and copies of leases, including addenda and all amendments. Please indicate which leases may have early termination provisions, expansion and/or purchase options. Please identify any tenants who have initiated discussions to renew, terminate or renegotiate/modify their lease(s), or who have given notice to terminate. Proposed terms for such re-negotiations should be revealed.
28. Provide letters of intent to lease or other any outstanding lease proposals that have a reasonable likelihood of being finalized into executed leases.
29. Prior Argus files, if any.
30. List of outstanding leasing commissions brokers and terms of future payments.
31. Financial information such as Annual Statements or credit report/ratings on any major tenant in the building.
32. CAM and real estate tax reimbursement worksheets or listing of base year operating expenses, if applicable.
33. Three-year history of tenant retail sales, if available.

FOR LODGING PROPERTY

34. Terms of leases if any and/rent roll for leased commercial space or roof top rentals.
35. ADR and Occupancy rates for the last three years, if not revealed in the financial statements.
36. Business Plan and Marketing Strategy, if any for the upcoming fiscal year.
37. Terms of franchise agreement and management agreement, if any.

FOR RESIDENTIAL SUBDIVISION PROPERTY

38. Building plans for the proposed single family, townhouse, age-restricted, and condominium residences. Please do not send reductions so original scale may be used for measurement purposes.
39. Market Surveys and Feasibility Analyses, if any, for the proposed development program.
40. Marketing materials for the proposed single family, townhouse, age-restricted, and condominium residences.

Addendum C

Deed

eRecorded in Philadelphia PA Doc Id: 54259568
01/09/2024 12:41 PM Page 1 of 155 Rec Fee: $274.75
Receipt#: 24-02348
Records Department Doc Code: D
State RTT: $0.00 Local RTT: $558,735.10

**PREPARED BY AND AFTER
RECORDING RETURN TO:**

**SULLIVAN & CROMWELL
125 BROAD STREET
NEW YORK, NY 10004
ATTENTION: ROBERT M. SCHLEIN**

PARCEL ID NO. 88-3409600

DEED IN LIEU OF FORECLOSURE

This Deed in Lieu of Foreclosure is made as of the 3rd day of May, 2023 and effective as of the 22nd day of December, 2023, by Bourse Garage Associates, a Pennsylvania limited partnership ("Grantor", having an address at c/o Broad Street Principal Investments, L.L.C., c/o Goldman, Sachs & Co. LLC, 200 West Street, New York, New York 10282), to KREF LENDING III LLC, a Delaware limited liability company (as successor-in-interest to KREF Capital LLC, a Delaware limited liability company, "Grantee").

WITNESSETH, that the Grantor, for valuable, fair, and adequate consideration of Ten Dollars, receipt of which is hereby acknowledged, and by these presents does grant, bargain and sell, release and confirm unto Grantee and its successors and assigns, as is, where is, certain premises located in 5th Ward of the City of Philadelphia, County of Philadelphia, Commonwealth of Pennsylvania, as more particularly described on EXHIBIT "A" attached hereto and made a part hereof.

BEING the same premises which was granted and conveyed unto the within-named Grantor by certain deed more particularly described on EXHIBIT "B" attached hereto.

UNDER AND SUBJECT to the lien of that certain mortgage identified on EXHIBIT "C" attached hereto and made a part hereof.

IT BEING THE INTENTION of the Grantor and Grantee that the interest of Grantee in the premises as described above shall not merge but shall be and remain separate and distinct, and the lien created by the above-described mortgage shall be and remain at all times a valid and continuous lien on the premises as described above until such lien is released pursuant to the terms of the mortgage described above.

TOGETHER with all and singular the buildings, improvements, ways, streets, alleys, driveways, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging or in any way appertaining, and the reversions and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of the Grantor, as well at law as in equity, of, in, and to the same.

TO HAVE AND TO HOLD the premises above described, together with the buildings and improvements thereon erected, with the hereditaments and premises hereby granted, or mentioned, and intended so to be, with the appurtenances, unto the Grantee, its successors and assigns, to and for the only proper use and behoof of the Grantee, its successors and assigns, forever.

AND the Grantor, for itself and its successors and assigns, does covenant, promise and agree, to and with the Grantee, its successors and assigns, by these presents, that it the Grantor and its successors, all and singular the hereditaments and premises hereby granted or mentioned and intended so to be, with the appurtenances, unto the Grantee, its successors and assigns, against the Grantor and its successors, and against all and every person and persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under Grantor, shall and will, SUBJECT as aforesaid, SPECIALLY WARRANT and forever DEFEND.

THIS IS A TRANSFER BY A MORTGAGOR TO THE HOLDER OF A BONA FIDE MORTGAGE IN DEFAULT IN LIEU OF FORECLOSURE. THIS DEED IS AN ABSOLUTE CONVEYANCE OF THE TITLE TO THE PREMISES, IN EFFECT AS WELL AS IN FORM, AND IS NOT INTENDED AS A MORTGAGE, CONVEYANCE IN TRUST OR AS A HYPOTHECATION OF ANY KIND OR CHARACTER. THE COVEYANCE HEREIN IS FREELY AND FAIRLY MADE AND NOT AS A RESULT OF DURESS, FORCE, UNDUE INFLUENCE OR THREATS OF ANY KIND. THIS IS A DEED IN LIEU OF FORECLOSURE AND THEREFORE IS EXEMPT FROM THE PAYMENT OF PENNSYLVANIA REALTY TRANSFER TAXES PURSUANT TO 72 P.S. SECTION 8102-C.3(16).

Grantor agrees to execute Realty Transfer Tax Statement of Value attached hereto as EXHIBIT "D" and any additional tax forms in order to more fully effectuate the purposes hereof.

[Signature page follows]

IN WITNESS WHEREOF, the Grantor has caused this Deed in Lieu of Foreclosure to be executed as of the day and year first above written.

GRANTOR:

BOURSE GARAGE ASSOCIATES,
a Pennsylvania limited partnership

By: Bourse Garage GP LLC,
a Delaware limited liability company

By _____
Name: J. Richard Saas
Title: Authorized Signatory

~~STATE OF~~ District)
) ss.:
~~COUNTY~~ OF Columbia)

On this, the 3rd day of May, 2023, before me, a Notary Public, the undersigned officer, personally appeared J. Richard Saas, who acknowledged himself to be the Authorized Signatory of Bourse Garage GP LLC and that he as such Authorized Signatory being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public
My Commission Expires: 2/29/2028

KIVAI WILLIAMS NOTARY PUBLIC DISTRICT OF COLUMBIA My Commission Expires 2-29-2028

[Signature Page to Grant Deed in Lieu of Foreclosure (400 Ranstead Street)]

CERTIFICATE OF RESIDENCE

I hereby certify that (1) FOR THE PURPOSE OF DELIVERY OF TAX STATEMENTS ONLY the precise address of Grantee is 30 Hudson Yards, New York, New York 10001, and (2) FOR ALL OTHER PURPOSES (including delivery of assessment change notices) the precise residence of Grantee is 30 Hudson Yards, New York, New York 10001.

KREF LENDING III LLC, a Delaware limited liability company

By: _____
Name: Paul B. Fine
Title: Authorized Signatory

EXHIBIT "A"

400 RANSTEAD STREET
Legal Description

ALL THAT CERTAIN piece of ground with buildings and improvements thereon erected.

SITUATE in the 5th Ward, City of Philadelphia, Commonwealth of Pennsylvania, as shown on Plan of subdivision prepared by Alpha Engineering Associates, Inc., Trevose, Pennsylvania dated February 9, 1987 last revised March 8, 1988 and more particularly described as follows, to wit:

BEGINNING at a point on the Westerly side of 4th Street (50 feet wide), said point being a distance of 54 feet, 10 inches Northwardly from the intersection of the Northerly side of Chestnut Street (60 feet wide) and said Westerly side of 4th Street;

Thence from said point of beginning, Westwardly on a line parallel with said Chestnut Street, passing into a wall, the distance of 141 feet, 4-7/8 inches to a point; thence Northwardly, partially passing through and along said wall, the distance of 109 feet, 3 inches to a point on the Southerly side of Ranstead Street (variable width); thence Eastwardly, along the said side of Ranstead Street, the distance of 141 feet, 6-5/8 inches to a point, said point being the intersection of the said Southerly side of Ranstead Street and the Westerly side of said 4th Street; thence Southwardly, along the said side of 4th Street, the distance of 109 feet, 0-3/4 inches to the first mentioned point and place of BEGINNING.

BEING 400 Ranstead Street, Philadelphia, Pennsylvania 19106

BEING OPA NO. 883409600

BEING the same premises which Kaiserman Enterprises L.P., a Delaware limited partnership, by Deed dated 04/06/1988 and recorded 04/07/1988 in Philadelphia County at Deed Book FHS 1037 Page 241, granted and conveyed unto Bourse Garage Associates, a Pennsylvania limited partnership, in fee.

The above described premises being also described in that certain NSPS/ALTA survey prepared by Millman National Land Services dated January 2, 2019, last revised April 5, 2019, MSI Project No. 44271 as follows:

All that parcel of land situated in the City of Philadelphia, County of Philadelphia and Commonwealth of Pennsylvania and being more particularly described as follows:

Beginning at the intersection between the westerly right-of-way line of South 4th Street, a fifty foot (50') public right-of-way and the furthest northeasterly corner of a land now or formerly conveyed to Independence Square Hotel Partners, L.P., Parcel ID: 883711500 and marked by a set PK Nail;

Thence, running along the northerly boundary of aforementioned Independence Square Hotel Partners, L.P. parcel and the southerly boundary of the hereon described parcel N 82°19'26" W, 141.41 feet;

Thence, turning and running along the westerly boundary line of the hereon described parcel N 07°40'34" E, 109.25 feet to a PK Nail set along the southerly right-of-way line of Ranstead Street, a variable width public right-of-way;

Thence, running along mentioned southerly line of Ranstead Street and being the northerly boundary line of the described parcel, S 82°19'26" E, 141.55 feet to a PK Nail set at the intersection between the southerly right-of-way line of Ranstead Street and the westerly right-of-way of South 4th Street;

Thence, running S 07°44'59" W, 109.25 feet to the Point of Beginning and containing 0.355 acres (15,457 square feet) of land, more or less.

EXHIBIT "B"
Deed

Bourse Garage Associates, a Pennsylvania limited partnership by a Deed dated April 6, 1988 and recorded in Book 1037, Page 241.

EXHIBIT "C"
Mortgage

Open-End Fee and Leasehold Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated April 5, 2019, but is effective as of April 11, 2019 between Constitution Partners, L.P., a Pennsylvania limited partnership, 400 Market L.P., a Pennsylvania limited partnership, Bourse Garage Associates, a Pennsylvania limited partnership, Bourse Mall Associates, L.P., a Pennsylvania limited partnership, Bourse Tower Associates, L.P., a Pennsylvania limited partnership, and Bourse Food Hall, LLC, a Pennsylvania limited liability company, as Mortgagor, and KREF Capital LLC, a Delaware limited liability company, as Mortgagee, in the original principal amount of $182,600,000.00, and recorded April 16, 2019, as Document No. 53501510, Philadelphia County Records.

Assignment of Open-End Fee and Leasehold Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing by KREF Capital LLC to KREF CLO Loan Seller LLC recorded May 30, 2019, as Document No. 53518699, Philadelphia County Records.

Assignment of Open-End Fee and Leasehold Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing by KREF CLO Loan Seller LLC to KREF 2018-FL1 Ltd. recorded May 30, 2019, as Document No. 53518707, Philadelphia County Records.

Assignment of Open-End Fee and Leasehold Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing by KREF 2018-FL1 Ltd. to KREF CLO Holdings LLC recorded December 14, 2021, as Document No. 53917037, Philadelphia County Records.

Assignment of Open-End Fee and Leasehold Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing by KREF CLO Holdings LLC to KREF CLO Loan Seller LLC recorded December 14, 2021, as Document No. 53917040, Philadelphia County Records.

Assignment of Open-End Fee and Leasehold Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing by KREF CLO Loan Seller LLC to KREF 2021-FL2 Ltd. recorded December 14, 2021, as Document No. 53917043, Philadelphia County Records.

Assignment of Mortgage by KREF 2021-FL2 Ltd. to KREF Capital LLC recorded May 9, 2023, as Document No. 54178110, Philadelphia County Records.

Assignment of Mortgage by KREF Capital LLC to KREF Lending III LLC recorded May 17, 2023, as Document No. 54181132, Philadelphia County Records.

EXHIBIT "D"
Realty Transfer Tax Statement of Value

(attached)

1830019105

pennsylvania DEPARTMENT OF REVENUE (EX) MOD 06-19 (FI)

REV-183

BUREAU OF INDIVIDUAL TAXES
PO BOX 280603
HARRISBURG, PA 17128-0603

REALTY TRANSFER TAX STATEMENT OF VALUE

COMPLETE EACH SECTION

RECORDER'S USE ONLY

State Tax Paid:

Book: | Page:

Instrument Number:

Date Recorded:

SECTION I TRANSFER DATA

Date of Acceptance of Document					
Grantor(s)/Lessor(s)	**Telephone Number**		**Grantee(s)/Lessee(s)**	**Telephone Number**	
Bourse Garage Associates			KREF Lending III LLC		
Mailing Address			**Mailing Address**		
c/o Broad Street Principal Investments, LLC, 200 West ST			30 Hudson Yards		
City	**State**	**ZIP Code**	**City**	**State**	**ZIP Code**
New York	NY	10282	New York	NY	10001

SECTION II REAL ESTATE LOCATION

Street Address		City, Township, Borough
400 Ranstead ST		Philadelphia
County	**School District**	**Tax Parcel Number**
Philadelphia	Philadelphia	88-3409600

SECTION III VALUATION DATA

Was transaction part of an assignment or relocation? ○ YES ● NO

1. Actual Cash Consideration	2. Other Consideration	3. Total Consideration
10.00	+ 0.00	= 10.00
4. County Assessed Value	**5. Common Level Ratio Factor**	**6. Computed Value**
17,045,000.00	x 1.00	= 17,045,000.00

SECTION IV EXEMPTION DATA - Refer to instructions for exemption status.

1a. Amount of Exemption Claimed	1b. Percentage of Grantor's Interest in Real Estate	1c. Percentage of Grantor's Interest Conveyed
$ 17,045,000.00	100 %	100 %

2. Fill in the Appropriate Oval Below for Exemption Claimed.

○ Will or intestate succession. _____
(Name of Decedent) (Estate File Number)

○ Transfer to a trust. (Attach complete copy of trust agreement and all amendments.)

○ Transfer from a trust. (Attach complete copy of trust agreement and all amendments.)

○ Transfer between principal and agent/straw party. (Attach complete copy of agency/straw party agreement.)

○ Transfers to the commonwealth, the U.S. and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)

● Transfer from mortgagor to a holder of a mortgage in default. (Attach copy of mortgage and note/assignment.)

○ Corrective or confirmatory deed. (Attach complete copy of the deed to be corrected or confirmed.)

○ Statutory corporate consolidation, merger or division. (Attach copy of articles.)

○ Other (Provide a detailed explanation of exemption claimed. If more space is needed attach additional sheets.)

SECTION V CORRESPONDENT INFORMATION - All inquiries may be directed to the following person:

Name			Telephone Number
Zach Wade			(404) 307-7611
Mailing Address	**City**	**State**	**ZIP Code**
3050 K St NW, Suite 125	Washington	DC	20007

Under penalties of law, I declare that I have examined this statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Correspondent or Responsible Party	Date

FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH REQUESTED DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.

1830019105

1830019105

PHILADELPHIA REAL ESTATE TRANSFER TAX CERTIFICATION

DOC. ID

DATE RECORDED

CITY TAX PAID

Complete each section and file in duplicate with Recorder of Deeds when (1) the full consideration/value is/is not set forth in the deed, (2) when the deed is with consideration, or by gift, or (3) a tax exemption is claimed. If more space is needed, attach additional sheet(s).

A. CORRESPONDENT — All inquiries may be directed to the following person:

NAME	TELEPHONE NUMBER AREA CODE ( )
STREET ADDRESS / CITY / STATE / ZIP CODE	

B. TRANSFER DATA

GRANTOR (S) / LESSOR (S)	GRANTEE (S) / LESSEE (S)
Bourse Garage Associates	KREF Lending III LLC
STREET ADDRESS c/o Broad Street Principal Investments, LLC, 200 West Street	STREET ADDRESS 30 Hudson Yards
CITY / STATE / ZIP CODE New York, NY 10282	CITY / STATE / ZIP CODE New York NY 10001

DATE OF ACCEPTANCE OF DOCUMENT:

C. PROPERTY LOCATION

STREET ADDRESS	CITY, TOWNSHIP, BOROUGH
400 Ranstead ST	Philadelphia

COUNTY	SCHOOL DISTRICT	TAX PARCEL NUMBER
Philadelphia	Philadelphia	88-3409600

D. VALUATION DATA

1. ACTUAL CASH CONSIDERATION	2. OTHER CONSIDERATION	3. TOTAL CONSIDERATION
10.00	+ 0.00	= 10.00
4. COUNTY ASSESSED VALUE	**5. COMMON LEVEL RATIO FACTOR**	**6. FAIR MARKET VALUE**
17,045,000	x 1.00	= 17,045,000

E. EXEMPTION DATA

1A. PERCENTAGE OF EXEMPTION	1B. PERCENTAGE OF INTEREST CONVEYED

2. Check Appropriate Box Below for Exemption Claimed

- ☐ Will or intestate succession _____ (NAME OF DECEDENT) _____ (ESTATE FILE NUMBER)
- ☐ Transfer to Industrial Development Agency.
- ☐ Transfer to agent or straw party. (Attach copy of agency/straw party agreement).
- ☐ Transfer between principal and agent. (Attach copy of agency/straw trust agreement). Tax paid prior deed $ _____.
- ☐ Transfers to the Commonwealth, the United States, and Instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (Attach copy of resolution).
- ☐ Transfer from mortgagor to a holder of a mortgage in default. Mortgage Book Number _____, Page Number _____. Mortgagee (grantor) sold property to Mortgagor (grantee) (Attach copy of prior deed).
- ☐ Corrective deed (Attach copy of the prior deed).
- ☐ Other (Please explain exemption claimed, if other than listed above.) _____

Under penalties of law or ordinance, I declare that I have examined this Statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

SIGNATURE OF CORRESPONDENT OR RESPONSIBLE PARTY	DATE

82-127 (Rev. 9/11)

(SEE REVERSE)

EXECUTION VERSION
KKR Loan No. 19-042

PROMISSORY NOTE

Up to $182,600,000.00

New York, New York
April 11, 2019

FOR VALUE RECEIVED **400 MARKET L.P.**, a Pennsylvania limited partnership ("**400 Market Borrower**"), **CONSTITUTION PARTNERS, L.P.**, a Pennsylvania limited partnership ("**325 Chestnut Borrower**"), **BOURSE MALL ASSOCIATES, L.P.,** a Pennsylvania limited partnership ("**Bourse Retail Borrower**"), **BOURSE TOWER ASSOCIATES, L.P.**, a Pennsylvania limited partnership ("**Bourse Office Borrower**"), **BOURSE GARAGE ASSOCIATES**, a Pennsylvania limited partnership ("**Bourse Garage Borrower**"), and **BOURSE FOOD HALL, LLC**, a Pennsylvania limited liability company ("**Bourse Food Hall Borrower**" and together with 400 Market Borrower, 325 Chestnut Borrower, Bourse Retail Borrower, Bourse Office Borrower and Bourse Garage Borrower, together with their respective permitted successors and permitted assigns, jointly and severally, each, a "**Borrower**" and collectively, "**Borrower**"), each having an address at c/o MidAtlantic Realty Partners, LLC, 3050 K Street, NW Suite 125 Washington, DC 20007, as maker, hereby unconditionally promise to pay to **KREF CAPITAL LLC**, a Delaware limited liability company, having an address at 9 West 57th Street, New York, New York 10019 (together with its successors and assigns, "**Lender**"), or at such other place as the holder hereof may from time to time designate in writing, the maximum principal sum of up to ONE HUNDRED EIGHTY TWO MILLION SIX HUNDRED THOUSAND AND 00/100 DOLLARS ($182,600,000.00), or so much thereof as is advanced from time to time, in lawful money of the United States of America, with interest thereon to be computed from the date of this Promissory Note (this "**Note**") in accordance with the terms of that certain Loan Agreement, dated as of the date hereof, between Borrower and Lender (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "**Loan Agreement**"), and to be paid in accordance with the terms and conditions of this Note and the Loan Agreement. All capitalized terms not defined herein shall have the respective meanings set forth in the Loan Agreement.

ARTICLE 1: PAYMENT TERMS

Borrower agrees to pay the principal sum of this Note and interest on the unpaid principal sum of this Note from time to time outstanding at the rates and at the times specified in Article II of the Loan Agreement and the outstanding balance of the principal sum of this Note and all accrued and unpaid interest thereon shall be due and payable on the Maturity Date.

ARTICLE 2: DEFAULT AND ACCELERATION

Subject to the terms and conditions of the Loan Agreement, the Debt shall without notice become immediately due and payable at the option of Lender if any payment required in

this Note is not paid (a) in accordance with the terms of the Loan Agreement, or (b) on the happening and during the continuance of any other Event of Default.

ARTICLE 3: LOAN DOCUMENTS

This Note is secured by the Mortgage and the other Loan Documents. All of the terms, covenants and conditions contained in the Loan Agreement, the Mortgage and the other Loan Documents are hereby made part of this Note to the same extent and with the same force as if they were fully set forth herein. In the event of a conflict or inconsistency between the terms of this Note and the Loan Agreement, the terms and provisions of the Loan Agreement shall govern.

ARTICLE 4: SAVINGS CLAUSE

Notwithstanding anything to the contrary contained herein, (a) all agreements and communications between Borrower and Lender are hereby and shall automatically be limited so that, after taking into account all amounts deemed interest, the interest contracted for, charged or received by Lender shall never exceed the Maximum Legal Rate, (b) in calculating whether any interest exceeds the Maximum Legal Rate, all such interest shall be amortized, prorated, allocated and spread over the full amount and term of all principal indebtedness of Borrower to Lender, and (c) if through any contingency or event, Lender receives or is deemed to receive interest in excess of the Maximum Legal Rate, any such excess shall be deemed to have been applied toward payment of the principal of any and all then outstanding indebtedness of Borrower to Lender, or if there is no such indebtedness, shall immediately be returned to Borrower.

ARTICLE 5: NO ORAL CHANGE

This Note may not be modified, amended, waived, extended, changed, discharged or terminated orally or by any act or failure to act on the part of Borrower or Lender, but only by an agreement in writing signed by the party against whom enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

ARTICLE 6: WAIVERS

Except for such notices expressly required to be delivered under the Loan Agreement or the Loan Documents, Borrower and all others who may become liable for the payment of all or any part of the Debt do hereby jointly and severally waive presentment and demand for payment, notice of dishonor, notice of intention to accelerate, notice of acceleration, protest and notice of protest and non-payment and all other notices of any kind. No release of any security for the Debt or extension of time for payment of this Note or any installment hereof, and no alteration, amendment or waiver of any provision of this Note, the Loan Agreement or the other Loan Documents made by agreement between Lender or any other Person shall release, modify, amend, waive, extend, change, discharge, terminate or affect the liability of Borrower or any other Person who may become liable for the payment of all or any part of the Debt under this Note, the Loan Agreement or the other Loan Documents (except as otherwise expressly provided in a written amendment or other modification to this Note, the Loan Agreement or the other Loan Documents that has been executed by Borrower and Lender). No notice to or demand on

Borrower shall be deemed to be a waiver of the obligation of Borrower or of the right of Lender to take further action without further notice or demand as provided for in this Note, the Loan Agreement or the other Loan Documents. If Borrower is a partnership or limited liability company, the agreements herein contained shall remain in force and be applicable, notwithstanding any changes in the Persons comprising the partnership or limited liability company, and the term "Borrower," as used herein, shall include any alternate or successor partnership or limited liability company, but any predecessor partnership or limited liability company shall not thereby be released from any liability. If Borrower is a corporation, the agreements contained herein shall remain in full force and be applicable notwithstanding any changes in the Persons comprising, or the officers and directors relating to, the corporation, and the term "Borrower," as used herein, shall include any alternative or successor corporation, but any predecessor corporation shall not be relieved of liability hereunder. Nothing in the foregoing sentence shall be construed as a consent to, or a waiver of, any prohibition or restriction on transfers of interests in such partnership, limited liability company or corporation, which may be set forth in the Loan Agreement, the Mortgage or any other Loan Document.

ARTICLE 7: TRANSFER

Upon the transfer of this Note by Lender in accordance with the terms and conditions of the Loan Agreement, Lender may deliver all the collateral mortgaged, granted, pledged or assigned pursuant to the Loan Documents, or any part thereof, to the transferee who shall thereupon become vested with all the rights and obligations herein and under applicable law and under the Loan Documents given to Lender with respect thereto, and Lender shall thereafter forever be relieved and fully discharged from any liability or responsibility with respect thereto assumed by such transferee (except as otherwise provided in the Loan Agreement); but Lender shall retain all rights hereby given to it with respect to any liabilities and the collateral not so transferred.

ARTICLE 8: EXCULPATION

The provisions of Section 11.22 of the Loan Agreement are hereby incorporated by reference into this Note to the same extent and with the same force as if fully set forth herein.

ARTICLE 9: GOVERNING LAW

The provisions of Section 11.3 of the Loan Agreement are hereby incorporated by reference into this Note to the same extent and with the same force as if fully set forth herein.

ARTICLE 10: WAIVER OF TRIAL BY JURY

BORROWER AND LENDER EACH HEREBY AGREES NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVES ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THE LOAN DOCUMENTS, OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY BORROWER AND LENDER, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE

AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE. EACH PARTY IS HEREBY AUTHORIZED TO FILE A COPY OF THIS SECTION IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER.

ARTICLE 11: NOTICES

All notices or other written communications hereunder shall be delivered in accordance with Section 11.6 of the Loan Agreement.

ARTICLE 12: SUCCESSORS AND ASSIGNS

This Note shall be binding upon, and shall inure to the benefit of, Borrower and Lender and their respective successors and permitted assigns. Lender shall have the right to assign or transfer its rights under this Note in connection with any assignment of the Loan and the Loan Documents in accordance with the Loan Agreement. Any assignee or transferee of Lender shall be entitled to all the benefits afforded to Lender under this Note. Except as provided in the Loan Agreement, Borrower shall not have the right to assign or transfer its rights or obligations under this Note without the prior written consent of Lender, as provided in the Loan Agreement, and any attempted assignment without such consent shall be null and void.

ARTICLE 13: JOINT AND SEVERAL LIABILITY

The obligations and liabilities of 400 Market Borrower, 325 Chestnut Borrower, Bourse Retail Borrower, Bourse Garage Borrower, Bourse Office Borrower and Bourse Food Hall Borrower hereunder shall be joint and several.

ARTICLE 14: COUNTERPARTS

This Note may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument.

[NO FURTHER TEXT ON THIS PAGE]

IN WITNESS WHEREOF, Borrower has duly executed this Note as of the day and year first above written.

BORROWER:

400 MARKET L.P., a Pennsylvania limited partnership

By: 400 Market GP LLC, a Delaware limited liability company

By: _____
Name: J. Richard Saas
Title: Authorized Signatory

CONSTITUTION PARTNERS, L.P., a Pennsylvania limited partnership

By: 325 Chestnut GP LLC, a Delaware limited liability company

By: _____
Name: J. Richard Saas
Title: Authorized Signatory

BOURSE MALL ASSOCIATES, L.P., a Pennsylvania limited partnership

By: Bourse GP LLC, a Delaware limited liability company

By: _____
Name: J. Richard Saas
Title: Authorized Signatory

BOURSE TOWER ASSOCIATES, L.P., a Pennsylvania limited partnership

By: Bourse GP LLC, a Delaware limited liability company

By: _____
Name: J. Richard Saas
Title: Authorized Signatory

BOURSE GARAGE ASSOCIATES, a Pennsylvania limited partnership

By: Bourse Garage GP LLC, a Delaware limited liability company

By: _____
Name: J. Richard Saas
Title: Authorized Signatory

BOURSE FOOD HALL, LLC, a Pennsylvania limited liability company

By: Bourse Mall Associates, L.P. a Pennsylvania limited partnership

By: Bourse GP LLC, a Delaware limited liability company

By: _____
Name: J. Richard Saas
Title: Authorized Signatory

ALLONGE

ALLONGE to that certain Promissory Note dated as of April 11, 2019 in the principal amount of $182,600,000.00, executed by the entities identified on Schedule A, attached hereto and by this reference made a part hereof, payable to the order of KREF CAPITAL LLC, a Delaware limited liability company.

Pay to the order of KREF CLO HOLDINGS LLC, a Delaware limited liability company, without recourse.

Dated as of August 16, 2021.

[SIGNATURE(S) ON THE FOLLOWING PAGE]

Reference No.: 3256M.011-014
Matter Name: Independence Portfolio
Pool: KREF 2021-FL2

KREF 2018-FL1 LTD., an exempted company incorporated in the Cayman Islands with limited liability

By: KKR Real Estate Finance Manager LLC, solely in its capacity as Collateral Manager under the Collateral Management Agreement and the Servicing Agreement

By: _____
Name: Patrick Mattson
Title: Authorized Signatory

Reference No.: 3256M.011-014
Matter Name: Independence Portfolio
Pool: KREF 2021-FL2

SCHEDULE A
(jointly and severally, "BORROWER")

1. 400 MARKET L.P., a Pennsylvania limited partnership
2. CONSTITUTION PARTNERS, L.P., a Pennsylvania limited partnership
3. BOURSE MALL ASSOCIATES, L.P., a Pennsylvania limited partnership
4. BOURSE TOWER ASSOCIATES, L.P., a Pennsylvania limited partnership
5. BOURSE GARAGE ASSOCIATES, a Pennsylvania limited partnership
6. BOURSE FOOD HALL, LLC, a Pennsylvania limited liability company

ALLONGE

ALLONGE to that certain Promissory Note dated as of April 11, 2019 in the principal amount of $182,600,000.00, executed by the entities identified on Schedule A, attached hereto and by this reference made a part hereof, payable to the order of KREF CAPITAL LLC, a Delaware limited liability company.

Pay to the order of KREF CLO LOAN SELLER LLC, a Delaware limited liability company, without recourse.

Dated as of August 16, 2021.

[SIGNATURE(S) ON THE FOLLOWING PAGE]

Reference No.: 3256M.011-014
Matter Name: Independence Portfolio
Pool: KREF 2021-FL2

KREF CLO HOLDINGS LLC, a Delaware limited liability company

By: _____
Name: Patrick Mattson
Title: Chief Operating Officer and Secretary

SCHEDULE A
(jointly and severally, "BORROWER")

1. 400 MARKET L.P., a Pennsylvania limited partnership
2. CONSTITUTION PARTNERS, L.P., a Pennsylvania limited partnership
3. BOURSE MALL ASSOCIATES, L.P., a Pennsylvania limited partnership
4. BOURSE TOWER ASSOCIATES, L.P., a Pennsylvania limited partnership
5. BOURSE GARAGE ASSOCIATES, a Pennsylvania limited partnership
6. BOURSE FOOD HALL, LLC, a Pennsylvania limited liability company

ALLONGE

ALLONGE to that certain Promissory Note dated as of April 11, 2019 in the principal amount of $182,600,000.00, executed by the entities identified on Schedule A, attached hereto and by this reference made a part hereof, payable to the order of KREF CAPITAL LLC, a Delaware limited liability company.

Pay to the order of KREF 2021-FL2 LTD., an exempted company incorporated with limited liability under the laws of the Cayman Islands, for the benefit of itself, and for the benefit of any companion participation holder(s), without recourse, except as expressly set forth in that certain Collateral Interest Purchase Agreement, dated as of August 16, 2021, and subject to the rights and obligations of any companion participation holder(s) under any related participation agreement(s).

Dated as of August 16, 2021.

[SIGNATURE(S) ON THE FOLLOWING PAGE]

Reference No.: 3256M.011-014
Matter Name: Independence Portfolio
Pool: KREF 2021-FL2

KREF CLO LOAN SELLER LLC, a Delaware limited liability company

By: _____
Name: Patrick Mattson
Title: Chief Operating Officer and Secretary

Reference No.: 3256M.011-014
Matter Name: Independence Portfolio
Pool: KREF 2021-FL2

SCHEDULE A
(jointly and severally, "BORROWER")

1. 400 MARKET L.P., a Pennsylvania limited partnership
2. CONSTITUTION PARTNERS, L.P., a Pennsylvania limited partnership
3. BOURSE MALL ASSOCIATES, L.P., a Pennsylvania limited partnership
4. BOURSE TOWER ASSOCIATES, L.P., a Pennsylvania limited partnership
5. BOURSE GARAGE ASSOCIATES, a Pennsylvania limited partnership
6. BOURSE FOOD HALL, LLC, a Pennsylvania limited liability company

ALLONGE

ALLONGE to that certain Promissory Note dated as of April 11, 2019 in the principal amount of $182,600,000.00, executed by the entities identified on Schedule A, attached hereto and by this reference made a part hereof, payable to the order of KREF CAPITAL LLC, a Delaware limited liability company.

Pay to the order of:

_____,

for the benefit of itself, and for the benefit of any companion participation holder(s), without recourse, except as expressly set forth in that certain Collateral Interest Purchase Agreement, dated as of August 16, 2021, and subject to the rights and obligations of any companion participation holder(s) under any related participation agreement(s).

Dated as of the _____ day of _____, 20___.

[SIGNATURE(S) ON THE FOLLOWING PAGE]

KREF 2021-FL2 LTD., an exempted company incorporated with limited liability under the laws of the Cayman Islands

By: _____
Name: Patrick Mattson
Title: Authorized Signatory

SCHEDULE A
(jointly and severally, "BORROWER")

1. 400 MARKET L.P., a Pennsylvania limited partnership
2. CONSTITUTION PARTNERS, L.P., a Pennsylvania limited partnership
3. BOURSE MALL ASSOCIATES, L.P., a Pennsylvania limited partnership
4. BOURSE TOWER ASSOCIATES, L.P., a Pennsylvania limited partnership
5. BOURSE GARAGE ASSOCIATES, a Pennsylvania limited partnership
6. BOURSE FOOD HALL, LLC, a Pennsylvania limited liability company

GENERAL ASSIGNMENT

Effective as of the 16th day of August, 2021, **KREF 2018-FL1 LTD., an exempted company incorporated in the Cayman Islands with limited liability**, having an address at c/o KKR Real Estate Finance Manager LLC, 30 Hudson Yards, Suite 7500, New York, NY 10001 ("Assignor"), hereby assigns, sells, transfers and delivers to **KREF CLO HOLDINGS LLC, a Delaware limited liability company**, having an address at c/o KKR Real Estate Finance Manager LLC, 30 Hudson Yards, Suite 7500, New York, NY 10001 ("Assignee"), its successors, participants and assigns, without recourse, all right, title and interest of Assignor, in and to the Loan (as defined below) and all other agreements, including but not limited to guaranty agreements, and certificates and documents entered into or delivered in connection with the Loan (as the same may have been amended, modified, restated, supplemented, renewed or extended).

Additionally, Assignor hereby assigns all other documents and instruments relating to the Loan, including, without limitation, all certificates and receipts executed by Borrower, all appraisal reports, all environmental, engineering and other reports relating to the operation or condition of the property securing said Loan, and all casualty insurance policies, liability insurance policies, title insurance policies and opinions of counsel (as the same may have been amended, modified, restated, supplemented, renewed or extended).

This instrument is given in connection with, and in consideration of, Assignee's purchase of a loan ("Loan") made by KREF CAPITAL LLC, a Delaware limited liability company to the entities identified on Schedule A, attached hereto and by this reference made a part hereof ("Borrower"), dated as of April 11, 2019, in the principal amount of $182,600,000.00, as more specifically described in the agreements, certificates and documents entered into in connection with the Loan.

Assignor agrees to execute and deliver to Assignee such additional documents, instruments or agreements as may be necessary or appropriate to effectuate the purposes of this assignment.

[SIGNATURE(S) ON THE FOLLOWING PAGE]

Assignor has caused this instrument to be executed as of the date first written above.

KREF 2018-FL1 LTD., an exempted company incorporated in the Cayman Islands with limited liability

By: KKR Real Estate Finance Manager LLC, solely in its capacity as Collateral Manager under the Collateral Management Agreement and the Servicing Agreement

By: _____

Name: Patrick Mattson
Title: Authorized Signatory

Reference No.: 3256M.011-014
Matter Name: Independence Portfolio
Pool: KREF 2021-FL2

SCHEDULE A
(jointly and severally, "BORROWER")

1. 400 MARKET L.P., a Pennsylvania limited partnership
2. CONSTITUTION PARTNERS, L.P., a Pennsylvania limited partnership
3. BOURSE MALL ASSOCIATES, L.P., a Pennsylvania limited partnership
4. BOURSE TOWER ASSOCIATES, L.P., a Pennsylvania limited partnership
5. BOURSE GARAGE ASSOCIATES, a Pennsylvania limited partnership
6. BOURSE FOOD HALL, LLC, a Pennsylvania limited liability company

GENERAL ASSIGNMENT

Effective as of the 16th day of August, 2021, **KREF CLO HOLDINGS LLC, a Delaware limited liability company**, having an address at c/o KKR Real Estate Finance Manager LLC, 30 Hudson Yards, Suite 7500, New York, NY 10001 ("Assignor"), hereby assigns, sells, transfers and delivers to **KREF CLO LOAN SELLER LLC, a Delaware limited liability company**, having an address at c/o KKR Real Estate Finance Manager LLC, 30 Hudson Yards, Suite 7500, New York, NY 10001 ("Assignee"), its successors, participants and assigns, without recourse, all right, title and interest of Assignor, in and to the Loan (as defined below) and all other agreements, including but not limited to guaranty agreements, and certificates and documents entered into or delivered in connection with the Loan (as the same may have been amended, modified, restated, supplemented, renewed or extended).

Additionally, Assignor hereby assigns all other documents and instruments relating to the Loan, including, without limitation, all certificates and receipts executed by Borrower, all appraisal reports, all environmental, engineering and other reports relating to the operation or condition of the property securing said Loan, and all casualty insurance policies, liability insurance policies, title insurance policies and opinions of counsel (as the same may have been amended, modified, restated, supplemented, renewed or extended).

This instrument is given in connection with, and in consideration of, Assignee's purchase of a loan ("Loan") made by KREF CAPITAL LLC, a Delaware limited liability company to the entities identified on Schedule A, attached hereto and by this reference made a part hereof ("Borrower"), dated as of April 11, 2019, in the principal amount of $182,600,000.00, as more specifically described in the agreements, certificates and documents entered into in connection with the Loan.

Assignor agrees to execute and deliver to Assignee such additional documents, instruments or agreements as may be necessary or appropriate to effectuate the purposes of this assignment.

[SIGNATURE(S) ON THE FOLLOWING PAGE]

Assignor has caused this instrument to be executed as of the date first written above.

KREF CLO HOLDINGS LLC, a Delaware limited liability company

By: _____
Name: Patrick Mattson
Title: Chief Operating Officer and Secretary

SCHEDULE A
(jointly and severally, "BORROWER")

1. 400 MARKET L.P., a Pennsylvania limited partnership
2. CONSTITUTION PARTNERS, L.P., a Pennsylvania limited partnership
3. BOURSE MALL ASSOCIATES, L.P., a Pennsylvania limited partnership
4. BOURSE TOWER ASSOCIATES, L.P., a Pennsylvania limited partnership
5. BOURSE GARAGE ASSOCIATES, a Pennsylvania limited partnership
6. BOURSE FOOD HALL, LLC, a Pennsylvania limited liability company

GENERAL ASSIGNMENT

Effective as of the 16th day of August, 2021, **KREF CLO LOAN SELLER LLC, a Delaware limited liability company**, for the benefit of itself, and for the benefit of any companion participation holder(s), having an address at c/o KKR Real Estate Finance Manager LLC, 30 Hudson Yards, Suite 7500, New York, NY 10001 ("Assignor"), hereby assigns, sells, transfers and delivers to **KREF 2021-FL2 LTD., an exempted company incorporated with limited liability under the laws of the Cayman Islands**, for the benefit of itself, and for the benefit of any companion participation holder(s), having an address at c/o KKR Real Estate Finance Manager LLC, 30 Hudson Yards, Suite 7500, New York, NY 10001 ("Assignee"), its successors, participants and assigns, without recourse, all right, title and interest of Assignor, except as expressly set forth in that certain Collateral Interest Purchase Agreement, dated as of August 16, 2021, and subject to the rights and obligations of any companion participation holder(s) under any related participation agreement(s), in and to the Loan (as defined below) and all other agreements, including but not limited to guaranty agreements, and certificates and documents entered into or delivered in connection with the Loan (as the same may have been amended, modified, restated, supplemented, renewed or extended).

Additionally, Assignor hereby assigns all other documents and instruments relating to the Loan, including, without limitation, all certificates and receipts executed by Borrower, all appraisal reports, all environmental, engineering and other reports relating to the operation or condition of the property securing said Loan, and all casualty insurance policies, liability insurance policies, title insurance policies and opinions of counsel (as the same may have been amended, modified, restated, supplemented, renewed or extended).

This instrument is given in connection with, and in consideration of, Assignee's purchase of a loan ("Loan") made by KREF CAPITAL LLC, a Delaware limited liability company to the entities identified on Schedule A, attached hereto and by this reference made a part hereof ("Borrower"), dated as of April 11, 2019, in the principal amount of $182,600,000.00, as more specifically described in the agreements, certificates and documents entered into in connection with the Loan.

Assignor agrees to execute and deliver to Assignee such additional documents, instruments or agreements as may be necessary or appropriate to effectuate the purposes of this assignment.

[SIGNATURE(S) ON THE FOLLOWING PAGE]

Assignor has caused this instrument to be executed as of the date first written above.

KREF CLO LOAN SELLER LLC, a Delaware limited liability company

By: _____
Name: Patrick Mattson
Title: Chief Operating Officer and Secretary

SCHEDULE A
(jointly and severally, "BORROWER")

1. 400 MARKET L.P., a Pennsylvania limited partnership
2. CONSTITUTION PARTNERS, L.P., a Pennsylvania limited partnership
3. BOURSE MALL ASSOCIATES, L.P., a Pennsylvania limited partnership
4. BOURSE TOWER ASSOCIATES, L.P., a Pennsylvania limited partnership
5. BOURSE GARAGE ASSOCIATES, a Pennsylvania limited partnership
6. BOURSE FOOD HALL, LLC, a Pennsylvania limited liability company

GENERAL ASSIGNMENT

Effective as of the _____ day of _____, 20___, **KREF 2021-FL2 LTD., an exempted company incorporated with limited liability under the laws of the Cayman Islands**, for the benefit of itself, and for the benefit of any companion participation holder(s), having an address at c/o KKR Real Estate Finance Manager LLC, 30 Hudson Yards, Suite 7500, New York, NY 10001 ("Assignor"), hereby assigns, sells, transfers and delivers to

_____,

for the benefit of itself, and for the benefit of any companion participation holder(s), having an address at _____, ("Assignee"), its successors, participants and assigns, without recourse, all right, title and interest of Assignor, except as expressly set forth in that certain Collateral Interest Purchase Agreement, dated as of August 16, 2021, and subject to the rights and obligations of any companion participation holder(s) under any related participation agreement(s), in and to the Loan (as defined below) and all other agreements, including but not limited to guaranty agreements, and certificates and documents entered into or delivered in connection with the Loan (as the same may have been amended, modified, restated, supplemented, renewed or extended).

Additionally, Assignor hereby assigns all other documents and instruments relating to the Loan, including, without limitation, all certificates and receipts executed by Borrower, all appraisal reports, all environmental, engineering and other reports relating to the operation or condition of the property securing said Loan, and all casualty insurance policies, liability insurance policies, title insurance policies and opinions of counsel (as the same may have been amended, modified, restated, supplemented, renewed or extended).

This instrument is given in connection with, and in consideration of, Assignee's purchase of a loan ("Loan") made by KREF CAPITAL LLC, a Delaware limited liability company to the entities identified on Schedule A, attached hereto and by this reference made a part hereof ("Borrower"), dated as of April 11, 2019, in the principal amount of $182,600,000.00, as more specifically described in the agreements, certificates and documents entered into in connection with the Loan.

Assignor agrees to execute and deliver to Assignee such additional documents, instruments or agreements as may be necessary or appropriate to effectuate the purposes of this assignment.

[SIGNATURE(S) ON THE FOLLOWING PAGE]

Assignor has caused this instrument to be executed as of the date first written above.

KREF 2021-FL2 LTD., an exempted company incorporated with limited liability under the laws of the Cayman Islands

By: _____
Name: Patrick Mattson
Title: Authorized Signatory

SCHEDULE A
(jointly and severally, "BORROWER")

1. 400 MARKET L.P., a Pennsylvania limited partnership
2. CONSTITUTION PARTNERS, L.P., a Pennsylvania limited partnership
3. BOURSE MALL ASSOCIATES, L.P., a Pennsylvania limited partnership
4. BOURSE TOWER ASSOCIATES, L.P., a Pennsylvania limited partnership
5. BOURSE GARAGE ASSOCIATES, a Pennsylvania limited partnership
6. BOURSE FOOD HALL, LLC, a Pennsylvania limited liability company

ALLONGE

ALLONGE to that certain Promissory Note dated as of April 11, 2019 in the principal amount of $182,600,000.00, executed by the entities identified on Schedule A, attached hereto and by this reference made a part hereof, payable to the order of KREF CAPITAL LLC, a Delaware limited liability company.

Pay to the order of KREF CAPITAL LLC, a Delaware limited liability company, without recourse.

Dated as of May 8, 2023.

[SIGNATURE(S) ON THE FOLLOWING PAGE]

KREF 2021-FL2 LTD., an exempted company incorporated with limited liability under the laws of the Cayman Islands

By: _____
Name: Patrick Mattson
Title: Authorized Signatory

Reference No.: 3256M.2.011-014
Matter Name: Independence Portfolio
Pool: KREF 2021-FL2
Allonge

SCHEDULE A
(jointly and severally, "BORROWER")

1. 400 MARKET L.P., a Pennsylvania limited partnership
2. CONSTITUTION PARTNERS, L.P., a Pennsylvania limited partnership
3. BOURSE MALL ASSOCIATES, L.P., a Pennsylvania limited partnership
4. BOURSE TOWER ASSOCIATES, L.P., a Pennsylvania limited partnership
5. BOURSE GARAGE ASSOCIATES, a Pennsylvania limited partnership
6. BOURSE FOOD HALL, LLC, a Pennsylvania limited liability company

GENERAL ASSIGNMENT

Effective as of the 8th day of May, 2023, **KREF 2021-FL2 LTD., an exempted company incorporated with limited liability under the laws of the Cayman Islands**, having an address at c/o KKR Real Estate Finance Manager LLC, 30 Hudson Yards, Suite 7500, New York, NY 10001 ("Assignor"), hereby assigns, sells, transfers and delivers to **KREF CAPITAL LLC, a Delaware limited liability company**, having an address at c/o KKR Real Estate Finance Manager LLC, 30 Hudson Yards, Suite 7500, New York, NY 10001 ("Assignee"), its successors, participants and assigns, without recourse, all right, title and interest of Assignor, in and to the Loan (as defined below) and all other agreements, including but not limited to guaranty agreements, and certificates and documents entered into or delivered in connection with the Loan (as the same may have been amended, modified, restated, supplemented, renewed or extended).

Additionally, Assignor hereby assigns all other documents and instruments relating to the Loan, including, without limitation, all certificates and receipts executed by Borrower, all appraisal reports, all environmental, engineering and other reports relating to the operation or condition of the property securing said Loan, and all casualty insurance policies, liability insurance policies, title insurance policies and opinions of counsel (as the same may have been amended, modified, restated, supplemented, renewed or extended).

This instrument is given in connection with, and in consideration of, Assignee's purchase of a loan ("Loan") made by KREF CAPITAL LLC, a Delaware limited liability company to the entities identified on Schedule A, attached hereto and by this reference made a part hereof (collectively, "Borrower"), dated as of April 11, 2019, in the principal amount of $182,600,000.00, as more specifically described in the agreements, certificates and documents entered into in connection with the Loan, including those documents listed on Schedule A, all of which were assigned by Original Lender.

Assignor agrees to execute and deliver to Assignee such additional documents, instruments or agreements as may be necessary or appropriate to effectuate the purposes of this assignment.

[SIGNATURE(S) ON THE FOLLOWING PAGE]

Assignor has caused this instrument to be executed as of the date first written above.

KREF 2021-FL2 LTD., an exempted company incorporated with limited liability under the laws of the Cayman Islands

By: _____
Name: Patrick Mattson
Title: Authorized Signatory

SCHEDULE A
(jointly and severally, "BORROWER")

1. 400 MARKET L.P., a Pennsylvania limited partnership
2. CONSTITUTION PARTNERS, L.P., a Pennsylvania limited partnership
3. BOURSE MALL ASSOCIATES, L.P., a Pennsylvania limited partnership
4. BOURSE TOWER ASSOCIATES, L.P., a Pennsylvania limited partnership
5. BOURSE GARAGE ASSOCIATES, a Pennsylvania limited partnership
6. BOURSE FOOD HALL, LLC, a Pennsylvania limited liability company

KKR Loan No.19-042

ALLONGE

This Allonge is attached to and forms a part of that certain Promissory Note (the "**Note**"), dated as of April 11, 2019 made by **400 Market L.P.**, a Pennsylvania limited partnership ("**400 Market Borrower**"), **Constitution Partners, L.P**., a Pennsylvania limited partnership ("**325 Chestnut Borrower**"), **Bourse Mall Associates, L.P**., a Pennsylvania limited partnership ("**Bourse Retail Borrower**"), **Bourse Tower Associates, L.P.**, a Pennsylvania limited partnership ("**Bourse Office Borrower**"), **Bourse Garage Associates,** a Pennsylvania limited partnership ("**Bourse Garage Borrower**"), and **BOURSE FOOD HALL, LLC**, a Pennsylvania limited liability company ("**Bourse Food Hall Borrower**" and together with 400 Market Borrower, 325 Chestnut Borrower, Bourse Retail Borrower, Bourse Office Borrower and Bourse Garage Borrower, together with their respective permitted successors and permitted assigns, jointly and severally, each, a "**Borrower**" and collectively, "**Borrower**"), in the maximum principal sum of $182,600,000.00, to **KREF CAPITAL LLC**, a Delaware limited liability company ("**Assignor**").

Pay to the order of **KREF LENDING III LLC**, a Delaware limited liability company ("**Assignee**"), without any recourse to or representation or warranty, express or implied, by Assignor.

Dated as of the 15th day of May, 2023.

[Remainder of page intentionally left blank; signature page follows]

KREF CAPITAL LLC,
a Delaware limited liability company

By: _____
Name: Patrick Mattson
Title: Authorized Signatory

[Signature Page to Allonge (Promissory Note)]

eRecorded in Philadelphia PA Doc ID: 05535705 2024 12:41 PM
04/16/2019 01:34 PM Page 1 of 40 Rec Fee: $226.75
Receipt#: 19-36828
Records Department Doc Code: M

Prepared by, Record and Return to:
Andrew J. Dady, Esq.
Gibson Dunn & Crutcher LLP
200 Park Avenue
New York, NY 10166-0193
Phone: 212-351-2411

Tax Parcel I.D. Numbers: 88-3012000
88-3302500
883101010
883101510
883409600

400 MARKET L.P.,
CONSTITUTION PARTNERS, L.P.,
BOURSE MALL ASSOCIATES, L.P.,
BOURSE TOWER ASSOCIATES, L.P.,
BOURSE GARAGE ASSOCIATES,
BOURSE FOOD HALL, LLC,
collectively, as mortgagor
(Borrower)

to

KREF CAPITAL LLC,
a Delaware limited liability company, as mortgagee
(Lender)

OPEN-END FEE AND LEASEHOLD MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING

THIS INSTRUMENT IS AN OPEN-END FEE AND LEASEHOLD MORTGAGE WHICH SECURES EXISTING AND FUTURE ADVANCES UP TO A MAXIMUM PRINCIPAL AMOUNT OF $182,600,000.00 PLUS ACCRUED INTEREST AND OTHER INDEBTEDNESS AS DESCRIBED IN TITLE 42 PENNSYLVANIA CONSOLIDATED STATUTES ANNOTATED §§ 8143 AND 8144.

Dated: As of April 5 2019
Effective: As of April 11, 2019
Locations: 400 Market Street,
325 Chestnut Street
400 Ranstead Street,
and 111 S. Independence Mall East
County: Philadelphia

EXECUTION VERSION
KKR LOAN NO. 19-042

OPEN-END FEE AND LEASEHOLD MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING

THIS OPEN-END FEE AND LEASEHOLD MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this "**Security Instrument**") is made as of the 5th day of April, 2019, but is effective as of the 11th day of April, 2019, by **400 MARKET L.P.**, a Pennsylvania limited partnership ("**400 Market Borrower**"), **CONSTITUTION PARTNERS, L.P.**, a Pennsylvania limited partnership ("**325 Chestnut Borrower**"), **BOURSE MALL ASSOCIATES, L.P.**, a Pennsylvania limited partnership ("**Bourse Retail Borrower**"), **BOURSE TOWER ASSOCIATES, L.P.**, a Pennsylvania limited partnership, ("**Bourse Office Borrower**"), **BOURSE GARAGE ASSOCIATES**, a Pennsylvania limited partnership ("**Bourse Garage Borrower**") and **BOURSE FOOD HALL, LLC**, a Pennsylvania limited liability company ("**Bourse Food Hall Borrower**", and together with 400 Market Borrower, 325 Chestnut Borrower, Bourse Retail Borrower, Bourse Office Borrower and Bourse Garage Borrower, individually or collectively as the context may require, and jointly and severally, "**Borrower**"), each having an address at c/o MidAtlantic Realty Partners, LLC, 3050 K Street, NW, Suite 125, Washington, DC 20007, as mortgagor, for the benefit of **KREF CAPITAL LLC**, a Delaware limited liability company, having an address at 9 West 57th Street, Suite 4200, New York, New York 10019, as mortgagee (together with its successors and assigns, "**Lender**").

W I T N E S S E T H:

WHEREAS, this Security Instrument is given to secure a loan (the "**Loan**") in the maximum principal sum of up to ONE HUNDRED EIGHTY TWO MILLION SIX HUNDRED THOUSAND AND NO/100 DOLLARS ($182,600,000.00), or so much thereof as may be advanced pursuant to that certain Loan Agreement dated as of the date hereof between Borrower and Lender (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "**Loan Agreement**") and evidenced by that certain Promissory Note dated the date hereof made by Borrower to Lender (such Promissory Note, together with all extensions, renewals, replacements, restatements or modifications thereof being hereinafter referred to as the "**Note**"); and

WHEREAS, Borrower desires to secure the payment of the Debt (as defined in the Loan Agreement), all Additional Interest and the performance of all of its obligations under the Note, the Loan Agreement and the other Loan Documents. "**Additional Interest**" shall mean all interest (including Short Interest, if any), fees (including the Origination Discount, the Minimum Interest and Extension Fee), costs and expenses (including reasonable attorneys' fees and expenses), all Transfer Taxes (as defined herein), and other charges and fees for which Borrower is obligated to Lender pursuant to this Security Instrument, the Loan Agreement or the other Loan Documents (as defined herein); and

WHEREAS, this Security Instrument is given pursuant to the Loan Agreement, and payment, fulfillment, and performance by Borrower of its obligations thereunder and under the other Loan Documents are secured hereby, and each and every term and provision of the Loan Agreement and the Note, including the rights, remedies, obligations, covenants, conditions,

agreements, indemnities, representations and warranties of the parties therein, are hereby incorporated by reference herein as though set forth in full and shall be considered a part of this Security Instrument (the Loan Agreement, the Note, this Security Instrument, and all other documents evidencing or securing the Debt or delivered in connection with the making of the Loan are hereinafter referred to collectively as the "**Loan Documents**").

NOW THEREFORE, in consideration of the making of the Loan by Lender and the covenants, agreements, representations and warranties set forth in this Security Instrument:

Article 1 - GRANTS OF SECURITY

Section 1.1 PROPERTY MORTGAGED. Borrower does hereby irrevocably mortgage, grant, bargain, sell, pledge, assign, warrant, transfer and convey to Lender, and grant a security interest to Lender in, the following property, rights, interests and estates to the extent now owned, or hereafter acquired by, Borrower (collectively, the "**Property**"):

(a) Land. The real property described in Exhibit A attached hereto and made a part hereof (the "**Land**");

(b) Additional Land. All additional lands, estates and development rights hereafter acquired by Borrower for use in connection with the Land and the development of the Land and all additional lands and estates therein which may, from time to time, by supplemental mortgage or otherwise be expressly made subject to the lien of this Security Instrument;

(c) Improvements. The buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land and owned by Borrower (collectively, the "**Improvements**");

(d) Appurtenances. All of Borrower's right and interest in and to (i) all air, light lateral support and development rights now or hereafter pertaining to or used in connection with the Land; (ii) all and singular, the tenements, hereditaments, rights of way, easements, appendages and appurtenances and property now or hereafter belonging or in any way appertaining to the Land; and (iii) all estate, right, title, claim or demand whatsoever, either at law or in equity, in possession or expectancy, of, in and to the Land (collectively, the "**Appurtenances**");

(e) Easements. All easements, rights-of-way or use, rights, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, and all estates, rights, titles, interests, privileges, liberties, servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way now or hereafter belonging, relating or pertaining to the Land and the Improvements and the reversion and reversions, remainder and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land, to the center line thereof and all the estates, rights, titles, interests, dower and rights of dower, curtesy and rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Borrower of, in and to the Land and the Improvements and every part and parcel thereof, with the appurtenances thereto;

(f) Equipment. All "equipment," as such term is defined in Article 9 of the Uniform Commercial Code (as hereinafter defined), now owned or hereafter acquired by Borrower, which

is used at or in connection with the Improvements or the Land or is located thereon or therein (including, but not limited to, all machinery, equipment, furnishings, and electronic data-processing and other office equipment now owned or hereafter acquired by Borrower and any and all additions, substitutions and replacements of any of the foregoing), together with all attachments, components, parts, equipment and accessories installed thereon or affixed thereto (collectively, the "**Equipment**"). Notwithstanding the foregoing, Equipment shall not include any property belonging to tenants under leases except to the extent that Borrower shall have any right or interest therein;

(g) Fixtures. All Equipment now owned, or the ownership of which is hereafter acquired, by Borrower which is so related to the Land and Improvements forming part of the Property that it is deemed fixtures or real property under the law of the particular state in which the Equipment is located, including, without limitation, all building or construction materials intended for construction, reconstruction, alteration or repair of or installation on the Property, construction equipment, appliances, machinery, plant equipment, fittings, apparatuses, fixtures and other items now or hereafter attached to, installed in or used in connection with (temporarily or permanently) any of the Improvements or the Land, including, but not limited to, engines, devices for the operation of pumps, pipes, plumbing, cleaning, call and sprinkler systems, fire extinguishing apparatuses and equipment, heating, ventilating, plumbing, laundry, incinerating, electrical, air conditioning and air cooling equipment and systems, gas and electric machinery, appurtenances and equipment, pollution control equipment, security systems, disposals, dishwashers, refrigerators and ranges, recreational equipment and facilities of all kinds, and water, gas, electrical, storm and sanitary sewer facilities, utility lines and equipment (whether owned individually or jointly with others, and, if owned jointly, to the extent of Borrower's interest therein) and all other utilities whether or not situated in easements, all water tanks, water supply, water power sites, fuel stations, fuel tanks, fuel supply, and all other structures, together with all accessions, appurtenances, additions, replacements, betterments and substitutions for any of the foregoing and the proceeds thereof (collectively, the "**Fixtures**"). Notwithstanding the foregoing, "Fixtures" shall not include any property which tenants are entitled to remove pursuant to leases except to the extent that Borrower shall have any right or interest (reversionary or otherwise) therein;

(h) Personal Property. All furniture, furnishings, objects of art, machinery, goods, tools, supplies, appliances, general intangibles, contract rights, accounts, accounts receivable, franchises, licenses, certificates and permits, and all other personal property of any kind or character whatsoever (as defined in and subject to the provisions of the Uniform Commercial Code as hereinafter defined), other than Fixtures, which are now or hereafter owned by Borrower and which are located within or about the Land and the Improvements, together with all accessories, replacements and substitutions thereto or therefor and the proceeds thereof (collectively, the "**Personal Property**"), and the right, title and interest of Borrower in and to any of the Personal Property which may be subject to any security interests, as defined in the Uniform Commercial Code, as adopted and enacted by the state, states, commonwealth or commonwealths where any of the Property is located (the "**Uniform Commercial Code**"), superior in lien to the lien of this Security Instrument and all proceeds and products of the above;

(i) Master Lease. All of Bourse Retail Borrower's right, title and interest in and to that certain Master Lease Agreement by and between Bourse Retail Borrower and Bourse Food Hall

Borrower dated as of July 1, 2017 with respect to that portion of the Property located at 111 S. Independence Mall East and more commonly known as the Bourse Mall (the "**Bourse Mall Property**") (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "**Master Lease**"), and all of Bourse Food Hall Borrower's right, title and interest in and to the Master Lease, and all right, title and interest of Bourse Retail Borrower's and Bourse Food Hall Borrower's successors and assigns therein and thereunder, and all Rents (as hereinafter defined) under the Master Lease and all proceeds from the sale or other disposition of the Master Lease and the right to receive and apply the Rents under the Master Lease to the payment of the Debt;

(j) Leases and Rents. All leases, subleases, subsubleases, lettings, licenses, concessions or other agreements (whether written or oral) to which Borrower is party pursuant to which any Person is granted a possessory interest in, or right to use or occupy all or any portion of the Land and the Improvements, and every modification, amendment or other agreement relating to such leases, subleases, subsubleases, or other agreements entered into in connection with such leases, subleases, subsubleases, or other agreements and every guarantee of the performance and observance of the covenants, conditions and agreements to be performed and observed by the other party thereto, heretofore or hereafter entered into, whether before or after the filing by or against Borrower of any petition for relief under 11 U.S.C. §101 et seq., as the same may be amended from time to time (the "**Bankruptcy Code**") (collectively, the "**Leases**") and all right, title and interest of Borrower, its successors and assigns therein and thereunder, including, without limitation, cash, letters of credit or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents, additional rents, rent equivalents, moneys payable as damages or in lieu of rent or rent equivalents, royalties (including, without limitation, all oil and gas or other mineral royalties and bonuses), income, receivables, receipts, revenues, deposits (including, without limitation, security, utility and other deposits), accounts, cash, issues, profits, charges for services rendered, and other consideration of whatever form or nature received by or paid to or for the account of or benefit of Borrower or its agents or employees from any and all sources arising from or attributable to the Property, including, all receivables, customer obligations, installment payment obligations and other obligations now existing or hereafter arising or created out of the sale, lease, sublease, license, concession or other grant of the right of the use and occupancy of property or rendering of services by Borrower or Manager and proceeds, if any, from business interruption or other loss of income insurance whether paid or accruing before or after the filing by or against Borrower of any petition for relief under the Bankruptcy Code (collectively, the "**Rents**") and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Debt;

(k) Condemnation Awards. All awards or payments, including interest thereon, which may heretofore and hereafter be made with respect to the Property, whether from the exercise of the right of eminent domain (including but not limited to any transfer made in lieu of or in anticipation of the exercise of the right), or for a change of grade, or for any other injury to or decrease in the value of the Property;

(l) Insurance Proceeds. All proceeds in respect of the Property under any insurance policies covering the Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, in connection with a

Casualty, subject to the terms and provisions of the Loan Agreement with respect to the use thereof;

(m) Tax Certiorari. All refunds, rebates or credits in connection with reduction in real estate taxes and assessments charged against the Property as a result of tax certiorari or any applications or proceedings for reduction;

(n) Rights. The right, following the occurrence and during the continuance of an Event of Default, in the name and on behalf of Borrower, to appear in and defend any action or proceeding brought with respect to the Property, other than an action brought by Lender or any of its Affiliates, and to commence any action or proceeding to protect the interest of Lender in the Property;

(o) Agreements. To the extent assignable, all agreements, contracts, certificates, instruments, franchises, permits, licenses, plans, specifications and other documents, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Land and any part thereof and any Improvements or respecting any business or activity conducted on the Land and any part thereof and all right, title and interest of Borrower therein and thereunder, including, without limitation, the right, following the occurrence and during the continuance of an Event of Default, to receive and collect any sums payable to Borrower thereunder;

(p) Trademarks. To the extent assignable, all tradenames, trademarks, service marks, logos, copyrights, goodwill, books and records and all other general intangibles relating to or used in connection with the operation of the Property;

(q) Accounts. All reserves, escrows and deposit accounts maintained by Borrower with respect to the Property pursuant to the terms of the Loan Agreement, including, without limitation, all accounts established or maintained pursuant to the Cash Management Agreement; together with all deposits or wire transfers made to such accounts and all cash, checks, drafts, certificates, securities, investment property, financial assets, instruments and other property held therein from time to time and all proceeds, products, distributions or dividends or substitutions thereon and thereof;

(r) Interest Rate Protection Agreement. The Interest Rate Protection Agreement, including, but not limited to, all "accounts", "chattel paper", "general intangibles" and "investment property" (as such terms are defined in the Uniform Commercial Code as from time to time in effect) constituting or relating to the foregoing; and all products and proceeds of any of the foregoing;

(s) Uniform Commercial Code Property. All documents, instruments, chattel paper and intangibles, as the foregoing terms are defined in the Uniform Commercial Code, and general intangibles relating to the Property;

(t) Minerals; Vegetation. All minerals, crops, timber, trees, shrubs, flowers and landscaping features now or hereafter located on, under or above the Land;

(u) Intentionally Omitted.

(v) Proceeds. All proceeds of any of the foregoing, including, without limitation, proceeds of insurance and condemnation awards, whether cash, liquidation or other claims or otherwise; and

(w) Other Rights. Any and all other rights of Borrower in and to the items set forth in Subsections (a) through (v) above.

AND without limiting any of the other provisions of this Security Instrument, to the extent permitted by applicable law, Borrower expressly grants to Lender, as secured party, a security interest in the portion of the Property which is or may be subject to the provisions of the Uniform Commercial Code which are applicable to secured transactions; it being understood and agreed that the Improvements and Fixtures are part and parcel of the Land (the Land, the Improvements and the Fixtures collectively referred to as the "**Real Property**") appropriated to the use thereof and, whether affixed or annexed to the Real Property or not, shall for the purposes of this Security Instrument be deemed conclusively to be real estate and mortgaged hereby.

Section 1.2 ASSIGNMENT OF RENTS. Borrower hereby absolutely and unconditionally assigns to Lender all of Borrower's right, title and interest in and to all current and future Leases and Rents; it being intended by Borrower that this assignment constitutes a present, absolute assignment and not an assignment for additional security only. Nevertheless, subject to the terms of the Cash Management Agreement and Section 7.1(h) of this Security Instrument, Lender grants to Borrower a revocable license (provided, that Lender shall not revoke such license unless and until an Event of Default occurs and is continuing) to collect, receive, use and enjoy the Rents in accordance with and subject to the Loan Documents. To the extent required by the terms of the Loan Agreement, Borrower shall hold the Rents, or a portion thereof sufficient to discharge all current sums due on the Debt, for use in the payment of such sums.

Section 1.3 SECURITY AGREEMENT. This Security Instrument is both a real property mortgage and a "security agreement" within the meaning of the Uniform Commercial Code. The Property includes both real and personal property and all other rights and interests, whether tangible or intangible in nature, of Borrower in the Property. By executing and delivering this Security Instrument, Borrower hereby grants to Lender, as security for the Obligations (hereinafter defined), a security interest in the Fixtures, the Equipment, the Personal Property and other property constituting the Property to the full extent that the Fixtures, the Equipment, the Personal Property and such other property may be subject to the Uniform Commercial Code (said portion of the Property so subject to the Uniform Commercial Code being called the "**Collateral**"). If an Event of Default shall occur and be continuing, Lender, in addition to any other rights and remedies which it may have, shall have and may exercise immediately and without demand, any and all rights and remedies granted to a secured party upon default under the Uniform Commercial Code, including, without limiting the generality of the foregoing, the right to take possession of the Collateral or any part thereof, and to take such other measures as Lender may deem necessary for the care, protection and preservation of the Collateral. Upon request or demand of Lender after the occurrence and during the continuance of an Event of Default, Borrower shall, at its expense, assemble the Collateral and make it available to Lender at a convenient place (at the Land if tangible property) reasonably acceptable to Lender. Borrower shall pay to Lender on demand any and all out-of-pocket expenses, including reasonable legal expenses and attorneys' fees, incurred or paid by Lender in protecting its interest in the Collateral and in enforcing its rights hereunder

with respect to the Collateral after the occurrence and during the continuance of an Event of Default, but excluding any punitive damages. Any notice of sale, disposition or other intended action by Lender with respect to the Collateral sent to Borrower in accordance with the provisions hereof at least ten (10) Business Days prior to such action, shall, except as otherwise provided by applicable law, constitute reasonable notice to Borrower. The proceeds of any disposition of the Collateral, or any part thereof, may, except as otherwise required by applicable law, be applied by Lender to the payment of the Debt in such priority and proportions as Lender in its discretion shall deem proper. The principal place of business of Borrower (Debtor) is as set forth on page one hereof and the address of Lender (Secured Party) is as set forth on page one hereof.

Section 1.4 FIXTURE FILING. Certain of the Property is or will become "fixtures" (as that term is defined in the Uniform Commercial Code) on the Land, described or referred to in this Security Instrument, and this Security Instrument, upon being filed for record in the real estate records of the city or county wherein such fixtures are situated, shall operate also as a financing statement naming Borrower as Debtor and Lender as Secured Party filed as a fixture filing in accordance with the applicable provisions of said Uniform Commercial Code upon such of the Property that is or may become fixtures. As to all of the above described Property which is or which hereafter becomes a "fixture" under applicable law, this Security Instrument constitutes a fixture filing under the Uniform Commercial Code. This Security Instrument creates a security interest in the Collateral, and, to the extent the Collateral is not real property, this Security Instrument constitutes a security agreement from Borrower to Lender under the Uniform Commercial Code.

Name of Debtor: 400 Market L.P.
Debtor's Address: c/o MidAtlantic Realty Partners, LLC, 3050 K Street, NW, Suite 125, Washington, DC 20007
Debtor's Jurisdiction of Organization: Pennsylvania

Name of Debtor: Constitution Partners, L.P.
Debtor's Address: c/o MidAtlantic Realty Partners, LLC, 3050 K Street, NW, Suite 125, Washington, DC 20007
Debtor's Jurisdiction of Organization: Pennsylvania

Name of Debtor: Bourse Mall Associates, L.P.
Debtor's Address: c/o MidAtlantic Realty Partners, LLC, 3050 K Street, NW, Suite 125, Washington, DC 20007
Debtor's Jurisdiction of Organization: Pennsylvania

Name of Debtor: Bourse Tower Associates, L.P.
Debtor's Address: c/o MidAtlantic Realty Partners, LLC, 3050 K Street, NW, Suite 125, Washington, DC 20007
Debtor's Jurisdiction of Organization: Pennsylvania

Name of Debtor: Bourse Garage Associates
Debtor's Address: c/o MidAtlantic Realty Partners, LLC, 3050 K Street, NW, Suite 125, Washington, DC 20007
Debtor's Jurisdiction of Organization: Pennsylvania

Name of Debtor: Bourse Food Hall, LLC
Debtor's Address: c/o MidAtlantic Realty Partners, LLC, 3050 K Street, NW, Suite 125, Washington, DC 20007
Debtor's Jurisdiction of Organization: Pennsylvania

Name of Secured Party: KREF Capital LLC
Secured Party's Address: 9 West 57th Street, New York, New York 10019
Collateral Covered by Financing Statement: As described in Section 1.3
Place of Filing: To be filed in the Real Property Records of Philadelphia, Pennsylvania
Description of Real Property to which Collateral is Related: See attached Exhibit A
Owner of Record of the Real Property is: Debtor

Section 1.5 PLEDGES OF MONIES HELD. Borrower hereby pledges to Lender any and all monies now or hereafter held by Lender or on behalf of Lender in connection with the Loan, including, without limitation, any sums deposited in the Accounts (as defined in the Cash Management Agreement) and Net Proceeds, as additional security for the Obligations until expended or applied as provided in this Security Instrument, the Cash Management Agreement or the Loan Agreement.

CONDITIONS TO GRANT

TO HAVE AND TO HOLD the above granted and described Property unto and to the use and benefit of Lender and its successors and assigns, forever;

PROVIDED, HOWEVER, these presents are upon the express condition that, if Borrower shall well and truly pay to Lender the Debt at the time and in the manner provided in the Note, the Loan Agreement and this Security Instrument, shall well and truly perform the Other Obligations as set forth in this Security Instrument, shall well and truly perform the Other Obligations as set forth in this Security Instrument and shall well and truly abide by and comply with each and every covenant and condition set forth herein and in the Note, the Loan Agreement and the other Loan Documents, these presents and the estate hereby granted shall cease, terminate and be void; provided, however, that Borrower's obligation to indemnify and hold harmless Lender pursuant to the provisions hereof shall survive any such payment or release. Lender shall execute and deliver for recording, as Borrower's sole cost and expense, any documentation reasonably requested by Borrower to evidence such termination (including, without limitation, a reasonable deed of reconveyance or any other documentation required by a title company).

Article 2 - DEBT AND OBLIGATIONS SECURED

Section 2.1 DEBT. This Security Instrument and the grants, assignments and transfers made in Article 1 are given for the purpose of securing the Debt.

Section 2.2 OTHER OBLIGATIONS. This Security Instrument and the grants, assignments and transfers made in Article 1 are also given for the purpose of securing the following (the "**Other Obligations**"):

(a) the performance of all other obligations of Borrower contained herein;

(b) the performance of each obligation of Borrower contained in the Loan Agreement and any other Loan Document; and

(c) the performance of each obligation of Borrower contained in any renewal, extension, amendment, modification, consolidation, change of, or substitution or replacement for, all or any part of the Note, the Loan Agreement or any other Loan Document.

Section 2.3 DEBT AND OTHER OBLIGATIONS. Borrower's obligations for the payment of the Debt and the performance of the Other Obligations shall be referred to collectively herein as the "**Obligations**."

Article 3 - BORROWER COVENANTS

Borrower covenants and agrees that:

Section 3.1 PAYMENT OF DEBT. Borrower will pay the Debt at the time and in the manner provided in the Loan Agreement, the Note and this Security Instrument.

Section 3.2 INCORPORATION BY REFERENCE. All the covenants, conditions and agreements contained in (a) the Loan Agreement, (b) the Note and (c) all and any of the other Loan Documents, are hereby made a part of this Security Instrument to the same extent and with the same force as if fully set forth herein.

Section 3.3 INSURANCE. Borrower shall obtain and maintain, or cause to be maintained, in full force and effect at all times insurance with respect to Borrower and the Property as required pursuant to the Loan Agreement.

Section 3.4 MAINTENANCE OF PROPERTY. Borrower shall cause the Property to be maintained in a good and safe condition and repair in accordance with the provisions of the Loan Agreement. The Improvements, the Fixtures, the Equipment and the Personal Property shall not be removed, demolished or materially altered (except for normal replacement of the Fixtures, the Equipment or the Personal Property, tenant finish and refurbishment of the Improvements) without the consent of Lender except as otherwise permitted pursuant to the Loan Agreement. Borrower shall promptly repair, replace or rebuild any part of the Property which may be destroyed by any Casualty or become damaged, worn or dilapidated or which may be affected by any Condemnation, and shall complete and pay for any structure at any time in the process of construction or repair on the Land, in each case, as and to the extent required by the Loan Agreement.

Section 3.5 WASTE. Borrower shall not commit or suffer any waste of the Property or make any change in the use of the Property which will in any way materially increase the risk of fire or other hazard arising out of the operation of the Property, or take any action that would reasonably be expected to invalidate or allow the cancellation of any Policy, or do or permit to be done thereon anything that would reasonably be expected to in any way materially impair the value of the Property or the security of this Security Instrument. Borrower will not, without the prior written consent of Lender, permit any drilling or exploration for or extraction, removal, or production of any minerals from the surface or the subsurface of the Land, regardless of the depth thereof or the method of mining or extraction thereof.

Section 3.6 PAYMENT FOR LABOR AND MATERIALS.

(a) Subject to Section 3.6(b) below, Borrower will promptly pay when due all bills and costs for labor, materials, and specifically fabricated materials ("**Labor and Material Costs**") incurred by or on behalf of Borrower in connection with the Property and not permit to exist beyond the due date thereof in respect of the Property or any part thereof any lien or security interest, even though inferior to the liens and the security interests hereof, and in any event not permit to be created or exist in respect of the Property or any part thereof any other or additional lien or security interest other than the liens or security interests hereof except for the Permitted Encumbrances and as otherwise expressly permitted under the Loan Documents.

(b) After prior written notice to Lender, Borrower, at its own expense, may contest by appropriate legal proceeding, promptly initiated and conducted in good faith and with due diligence, the amount or validity or application in whole or in part of any of the Labor and Material Costs in accordance with, and subject to, the terms and provisions of Section 4.2.2 of the Loan Agreement.

Section 3.7 INTENTIONALLY OMITTED.

Section 3.8 INTENTIONALLY OMITTED.

Section 3.9 CHANGE OF NAME, IDENTITY OR ORGANIZATIONAL FORM. Borrower shall not change Borrower's name, identity (including its trade name or names) or, if not an individual, Borrower's corporate, limited liability company, partnership or other organizational form without first (a) notifying Lender of such change in writing at least thirty (30) days prior to the effective date of such change and (b) in the case of a change in Borrower's structure, without first obtaining the prior written consent of Lender, not to be unreasonably withheld. Borrower shall If Borrower does not now have an organizational identification number and later obtains one, Borrower shall promptly notify Lender in writing of such organizational identification number. Borrower shall execute and deliver to Lender, prior to or contemporaneously with the effective date of any such change, any financing statement or financing statement change required by Lender to establish or maintain the validity, perfection and priority of the security interest granted herein. At the request of Lender, Borrower shall execute a certificate in form reasonably satisfactory to Lender listing the trade names under which Borrower intends to operate the Property, and representing and warranting that Borrower does business under no other trade name with respect to the Property.

Article 4 - OBLIGATIONS AND RELIANCES

Section 4.1 RELATIONSHIP OF BORROWER AND LENDER. The relationship between Borrower and Lender is solely that of debtor and creditor, and Lender has no fiduciary or other special relationship with Borrower, and no term or condition of any of the Loan Agreement, the Note, this Security Instrument and the other Loan Documents shall be construed so as to deem the relationship between Borrower and Lender to be other than that of debtor and creditor.

Section 4.2 NO RELIANCE ON LENDER. Borrower is experienced in the ownership and operation of properties similar to the Property, and Borrower and Lender are relying solely upon such expertise and business plan in connection with the ownership and operation of the Property.

Borrower is not relying on Lender's expertise, business acumen or advice in connection with the Property.

Section 4.3 NO LENDER OBLIGATIONS.

(a) Notwithstanding the provisions of Subsections 1.1(j) and (o) or Section 1.2, Lender is not undertaking the performance of (i) any obligations under the Leases; or (ii) any obligations with respect to such agreements, contracts, certificates, instruments, franchises, permits, trademarks, licenses and other documents.

(b) By accepting or approving anything required to be observed, performed or fulfilled or to be given to Lender pursuant to this Security Instrument, the Loan Agreement, the Note or the other Loan Documents, including, without limitation, any officer's certificate, balance sheet, statement of profit and loss or other financial statement, survey, appraisal, or insurance policy, Lender shall not be deemed to have warranted, consented to, or affirmed the sufficiency, the legality or effectiveness of same, and such acceptance or approval thereof shall not constitute any warranty or affirmation with respect thereto by Lender.

Section 4.4 RELIANCE. Borrower recognizes and acknowledges that in accepting the Loan Agreement, the Note, this Security Instrument and the other Loan Documents, Lender is expressly and primarily relying on the truth and accuracy of the warranties and representations set forth in Article III of the Loan Agreement without any obligation to investigate the Property and notwithstanding any investigation of the Property by Lender; that such reliance existed on the part of Lender prior to the date hereof, that the warranties and representations are a material inducement to Lender in making the Loan; and that Lender would not be willing to make the Loan and accept this Security Instrument in the absence of the warranties and representations as set forth in Article III of the Loan Agreement.

Article 5 - FURTHER ASSURANCES

Section 5.1 RECORDING OF SECURITY INSTRUMENT, ETC. Borrower forthwith upon the execution and delivery of this Security Instrument and thereafter, from time to time, will cause this Security Instrument and any of the other Loan Documents creating a lien or security interest or evidencing the lien hereof upon the Property and each instrument of further assurance to be filed, registered or recorded in such manner and in such places as may be required by any present or future law in order to publish notice of and fully to protect and perfect the lien or security interest hereof upon, and the interest of Lender in, the Property. Borrower will pay all taxes, filing, registration or recording fees, and all expenses incident to the preparation, execution, acknowledgment and/or recording of the Note, this Security Instrument, the other Loan Documents, any note, deed of trust or mortgage supplemental hereto, any security instrument with respect to the Property and any instrument of further assurance, and any modification or amendment of the foregoing documents, and all federal, state, county and municipal taxes, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of this Security Instrument, any deed of trust or mortgage supplemental hereto, any security instrument with respect to the Property or any instrument of further assurance, and any modification or amendment of the foregoing documents, except where prohibited by law so to do.

Section 5.2 FURTHER ACTS, ETC. Borrower will, at the cost of Borrower, and without expense to Lender, do, execute, acknowledge and deliver all and every such further acts, deeds, conveyances, deeds of trust, mortgages, assignments, notices of assignments, transfers and assurances as Lender shall, from time to time, reasonably require, for the better assuring, conveying, assigning, transferring, and confirming unto Lender the property and rights hereby mortgaged, deeded, granted, bargained, sold, conveyed, confirmed, pledged, assigned, warranted and transferred or intended now or hereafter so to be, or which Borrower may be or may hereafter become bound to convey or assign to Lender, or for carrying out the intention or facilitating the performance of the terms of this Security Instrument or for filing, registering or recording this Security Instrument, or for complying with all Legal Requirements. Borrower, on demand, will execute and deliver, and in the event it shall fail to so execute and deliver, within five (5) Business Days after request from Lender, hereby authorizes Lender to file in the name of Borrower or without the signature of Borrower to the extent Lender may lawfully do so, one or more financing statements (including, without limitation, initial financing statements and amendments thereto and continuation statements) with or without the signature of Borrower as authorized by applicable law, to evidence more effectively the security interest of Lender in the Property. Borrower also ratifies its authorization for Lender to have filed any like initial financing statements, amendments thereto and continuation statements, if filed prior to the date of this Security Instrument. Borrower grants to Lender an irrevocable power of attorney coupled with an interest for the purpose of exercising and perfecting any and all rights and remedies available to Lender at law and in equity, including without limitation such rights and remedies available to Lender pursuant to this Section 5.2, which such power of attorney may be exercised by Lender solely upon the occurrence and during the continuance of an Event of Default.

Section 5.3 CHANGES IN TAX, DEBT, CREDIT AND DOCUMENTARY STAMP LAWS.

(a) If any law is enacted or adopted or amended after the date of this Security Instrument which deducts the Debt from the value of the Property for the purpose of taxation or which imposes a tax, either directly or indirectly, on the Debt or Lender's interest in the Property, Borrower will pay the tax, with interest and penalties thereon, if any. If Lender is advised by counsel chosen by it that the payment of tax by Borrower would be unlawful or taxable to Lender or unenforceable or provide the basis for a defense of usury then Lender shall have the option by written notice of not less than one hundred eighty (180) days to declare the Debt immediately due and payable, in which case Borrower shall be entitled to prepay the Debt without any premium or penalty.

(b) Borrower will not claim or demand or be entitled to any credit or credits on account of the Debt for any part of the Taxes or Other Charges assessed against the Property, or any part thereof, and no deduction shall otherwise be made or claimed from the assessed value of the Property, or any part thereof, for real estate tax purposes by reason of this Security Instrument or the Debt. If such claim, credit or deduction shall be required by law, Lender shall have the option, by written notice of not less than one hundred eighty (180) days, to declare the Debt immediately due and payable, in which case Borrower shall be entitled to prepay the Debt without any premium or penalty.

(c) If at any time the United States of America, any State thereof or any subdivision of any such State shall require revenue or other stamps to be affixed to the Note, this Security

Instrument, or any of the other Loan Documents or impose any other tax or charge on the same, Borrower will pay for the same, with interest and penalties thereon, if any.

Section 5.4 SPLITTING OF SECURITY INSTRUMENT. Subject in all events to the limitations set forth in Section 9.5 of the Loan Agreement and applicable law:

(a) this Security Instrument and the Note shall, at any time until the same shall be fully paid and satisfied, at the sole election of Lender, be split or divided into two or more notes and two or more security instruments, each of which shall cover all or a portion of the Property to be more particularly described therein; and

(b) Borrower, upon written request of Lender, shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered by the then owner of the Property, to Lender and/or its designee or designees substitute notes and security instruments in such principal amounts, aggregating not more than the then unpaid principal amount of the Note, and containing terms, provisions and clauses similar to those contained herein and in the Note, and such other documents and instruments as may be required by Lender.

Section 5.5 REPLACEMENT DOCUMENTS. Upon receipt of an affidavit of an officer of Lender as to the loss, theft, destruction or mutilation of the Note or any other Loan Document which is not of public record, and, in the case of any such mutilation, upon surrender and cancellation of such Note or other Loan Document, Borrower will issue, in lieu thereof, a replacement Note or other Loan Document, dated the date of such lost, stolen, destroyed or mutilated Note or other Loan Document in the same principal amount thereof and on the same terms and otherwise of like tenor. Each of Borrower and Lender shall bear its own costs and expenses incurred in connection with the issuance of any such replacement of a Loan Document.

Section 5.6 NO OFFSETS OR COUNTERCLAIMS. Borrower represents and warrants as of the date hereof that there are no offsets, counterclaims or defenses against the Debt, this Security Instrument or the Note, that Borrower has full power, authority and legal right to execute this Security Instrument and to keep and observe all of the terms and provisions of this Security Instrument on Borrower's part to be observed or performed and that the Note and this Security Instrument constitute valid and binding obligations of Borrower.

Article 6 - DUE ON SALE/ENCUMBRANCE

Section 6.1 LENDER RELIANCE. Borrower acknowledges that Lender has examined and relied on the experience of Borrower and its general partners, members, principals and (if Borrower is a trust) beneficial owners in owning and operating properties such as the Property in agreeing to make the Loan, and will continue to rely on Borrower's ownership of the Property as a means of maintaining the value of the Property as security for repayment of the Debt and the performance of the Other Obligations. Borrower acknowledges that Lender has a valid interest in maintaining the value of the Property so as to ensure that, should Borrower default in the repayment of the Debt or the performance of the Other Obligations, Lender can recover the Debt by a sale of the Property.

Section 6.2 NO TRANSFER. Borrower shall not permit to occur or suffer any Prohibited Transfer (as defined in the Loan Agreement), unless specifically permitted by Article 8 of the Loan

Agreement or unless Lender shall consent thereto in writing in accordance with Section 4.2.1 of the Loan Agreement.

Article 7 - RIGHTS AND REMEDIES UPON DEFAULT

Section 7.1 REMEDIES. Upon the occurrence and during the continuance of any Event of Default, Borrower agrees that Lender may take such action, without notice or demand, as it deems advisable to protect and enforce its rights against Borrower and in and to the Property, including, but not limited to, the following actions, each of which may be pursued concurrently or otherwise, at such time and in such order as Lender may determine, in its sole discretion, without impairing or otherwise affecting the other rights and remedies of Lender:

(a) declare the entire unpaid Debt to be immediately due and payable;

(b) institute proceedings, judicial or otherwise, for the complete foreclosure of this Security Instrument under any applicable provision of law, in which case the Property or any interest therein may be sold for cash or upon credit in one or more parcels or in several interests or portions and in any order or manner to the extent permitted by law;

(c) with or without entry, to the extent permitted and pursuant to the procedures provided by applicable law, institute proceedings for the partial foreclosure of this Security Instrument for the portion of the Debt then due and payable, subject to the continuing lien and security interest of this Security Instrument for the balance of the Debt not then due, unimpaired and without loss of priority;

(d) subject to applicable law, sell for cash or upon credit the Property or any part thereof and all estate, claim, demand, right, title and interest of Borrower therein and rights of redemption thereof, at one or more sales, as an entirety or in parcels, at such time and place, upon such terms and after such notice thereof as may be required or permitted by law; and, without limiting the foregoing:

i) In connection with any sale or sales hereunder, Lender shall be entitled to elect to treat any of the Property which consists of (x) a right in action, or (y) property that can be severed from the Real Property covered hereby, or (z) any improvements (without causing structural damage thereto), as if the same were personal property, and dispose of the same in accordance with applicable law, separate and apart from the sale of the Real Property. Where the Property consists of the Real Property, the Personal Property, the Equipment or the Fixtures, whether or not such Personal Property or Equipment is located on or within the Real Property, Lender shall be entitled to elect to exercise its rights and remedies against any or all of the Real Property, the Personal Property, the Equipment and the Fixtures in such order and manner as is now or hereafter permitted by applicable law;

ii) Lender shall be entitled to elect to proceed against any or all of the Real Property, Personal Property, Equipment and Fixtures in any manner permitted under applicable law; and if Lender so elects pursuant to applicable law, rights herein granted shall be exercisable with respect to all or any of the Real Property, Personal Property, Equipment and Fixtures covered hereby, as designated by Lender and Lender is

hereby authorized and empowered to conduct any such sale of any Real Property, Personal Property, Equipment and Fixtures in accordance with the procedures applicable to Real Property;

iii) Should Lender elect to sell any portion of the Property which is Real Property or which is Personal Property, Equipment or Fixtures that the Lender has elected under applicable law to sell together with Real Property in accordance with the laws governing a sale of the Real Property, Lender shall give such notice of the occurrence of an Event of Default, if any, and its election to sell such Property, each as may then be required by law. Thereafter, upon the expiration of such time and the giving of such notice of sale as may then be required by law, subject to the terms hereof and of the other Loan Documents, and without the necessity of any demand on Borrower, Lender at the time and place specified in the notice of sale, shall sell such Real Property or part thereof at public auction to the highest bidder for cash in lawful money of the United States. Lender may from time to time postpone any sale hereunder by public announcement thereof at the time and place noticed for any such sale; and

iv) If the Property consists of several lots, parcels or items of property, Lender shall, subject to applicable law, (A) designate the order in which such lots, parcels or items shall be offered for sale or sold, or (B) elect to sell such lots, parcels or items through a single sale, or through two or more successive sales, or in any other manner Lender designates in Lender's sole discretion. Any Person, including Borrower or Lender, may purchase at any sale hereunder. Should Lender desire that more than one sale or other disposition of the Property be conducted, Lender shall, subject to applicable law, cause such sales or dispositions to be conducted simultaneously, or successively, on the same day, or at such different days or times and in such order as Lender may designate, and no such sale shall terminate or otherwise affect the Lien of this Security Instrument on any part of the Property not sold until all the Obligations have been satisfied in full. In the event Lender elects to dispose of the Property through more than one sale, except as otherwise provided by applicable law, Borrower agrees to pay the out-of-pocket costs and expenses actually incurred by Lender in connection with each such sale and of any judicial proceedings wherein such sale may be made;

(e) institute an action, suit or proceeding in equity for the specific performance of any covenant, condition or agreement contained herein, in the Note, the Loan Agreement or in the other Loan Documents;

(f) recover judgment on the Note either before, during or after any proceedings for the enforcement of this Security Instrument or the other Loan Documents;

(g) subject to applicable law, apply for the appointment of a receiver, trustee, liquidator or conservator of the Property, without notice and without regard for the adequacy of the security for the Debt and without regard for the solvency of Borrower, any guarantor or indemnitor with respect to the Loan or of any Person liable for the payment of the Debt;

(h) the license granted to Borrower under Section 1.2 hereof shall automatically be revoked and Lender may enter into or upon the Property, either personally or by its agents, nominees or attorneys and dispossess Borrower and its agents and servants therefrom, without liability for trespass, damages or otherwise and exclude Borrower and its agents or servants wholly therefrom, and take possession of all books, records and accounts relating thereto and Borrower agrees to surrender possession of the Property and of such books, records and accounts to Lender upon demand, and thereupon Lender may (i) use, operate, manage, control, insure, maintain, repair, restore and otherwise deal with all and every part of the Property and conduct the business thereat; (ii) complete any construction on the Property in such manner and form as Lender deems advisable (subject to the terms of Section 4(d)(i) of the Completion Guaranty); (iii) make alterations, additions, renewals, replacements and improvements to or on the Property; (iv) exercise all rights and powers of Borrower with respect to the Property, whether in the name of Borrower or otherwise, including, without limitation, the right to make, cancel, enforce or modify Leases, obtain and evict tenants, and demand, sue for, collect and receive all Rents of the Property and every part thereof; (v) require Borrower to pay monthly in advance to Lender, or any receiver appointed to collect the Rents, the fair and reasonable rental value for the use and occupation of such part of the Property as may be occupied by Borrower; (vi) require Borrower to vacate and surrender possession of the Property to Lender or to such receiver and, in default thereof, Borrower may be evicted by summary proceedings or otherwise; and (vii) apply the receipts from the Property to the payment of the Debt, in such order, priority and proportions as Lender shall deem appropriate in its sole discretion after deducting therefrom all actual out-of-pocket expenses (including reasonable attorneys' fees) incurred in connection with the aforesaid operations and all amounts necessary to pay the Taxes, Other Charges, insurance and other expenses in connection with the Property (provided that Borrower shall have no obligation to pay any such amounts accruing from and after the completion of a foreclosure (or similar) action by Lender or the delivery of a deed in lieu thereof unless such amounts were incurred by Lender solely as a result of an act or omission of a Borrower Related Party that first occurred after the completion of such foreclosure);

(i) exercise any and all rights and remedies granted to a secured party upon default under the Uniform Commercial Code, including, without limiting the generality of the foregoing: (i) the right to take possession of the Fixtures, the Equipment and the Personal Property, or any part thereof, and to take such other measures as Lender may deem necessary for the care, protection and preservation of the Fixtures, the Equipment and the Personal Property, and (ii) request Borrower at its expense to assemble the Fixtures, the Equipment and the Personal Property and make it available to Lender at a convenient place acceptable to Lender. Any notice of sale, disposition or other intended action by Lender with respect to the Fixtures, the Equipment and/or the Personal Property sent to Borrower in accordance with the provisions hereof at least ten (10) business days prior to such action, shall constitute commercially reasonable notice to Borrower;

(j) subject to the terms of the Loan Documents, apply any sums then deposited or held in escrow or otherwise by or on behalf of Lender in accordance with the terms of the Loan Agreement, this Security Instrument or any other Loan Document to the payment of the following items in any order in its uncontrolled discretion:

(i) Taxes and Other Charges;

(ii) Insurance Premiums;

(iii) Interest on the unpaid principal balance of the Note;

(iv) Amortization of the unpaid principal balance of the Note; and

(v) All other sums payable pursuant to the Note, the Loan Agreement, this Security Instrument and the other Loan Documents and advances made by Lender pursuant to the terms of this Security Instrument;

(k) pursue such other remedies as Lender may have under applicable law; or

(l) apply the undisbursed balance of any Net Proceeds Deficiency deposit, together with interest thereon, to the payment of the Debt in such order, priority and proportions as Lender shall deem to be appropriate in its discretion.

In the event of a sale, by foreclosure or otherwise (to the extent permitted by law), of less than all of Property, this Security Instrument shall continue as a lien and security interest on the remaining portion of the Property unimpaired and without loss of priority.

Section 7.2 APPLICATION OF PROCEEDS. The purchase money, proceeds and avails of any disposition of the Property, and or any part thereof, or any other sums collected by Lender pursuant to the Note, this Security Instrument or the other Loan Documents, may be applied by Lender to the payment of the Debt in such priority and proportions as Lender in its discretion shall deem proper, to the extent consistent with Legal Requirements.

Section 7.3 RIGHT TO CURE DEFAULTS. Upon the occurrence and during the continuance of any Event of Default, Lender may, but without any obligation to do so and without notice to or demand on Borrower and without releasing Borrower from any obligation hereunder, make or do the same in such manner and to such extent as Lender may deem necessary to protect the security hereof. Upon the occurrence and during the continuance of an Event of Default, Lender is authorized to enter upon the Property for such purposes, or appear in, defend, or bring any action or proceeding to protect its interest in the Property or to foreclose this Security Instrument or collect the Debt, and the actual out-of-pocket cost and expense thereof (including reasonable attorneys' fees to the extent permitted by law), with interest as provided in this Section 7.3, shall constitute a portion of the Debt and shall be due and payable to Lender upon demand. All such costs and expenses incurred by Lender in remedying such Event of Default or in appearing in, defending, or bringing any such action or proceeding shall bear interest at the Default Rate, for the period after notice from Lender that such cost or expense was incurred to the date of payment to Lender. All such costs and expenses incurred by Lender together with interest thereon calculated at the Default Rate shall be deemed to constitute a portion of the Debt and be secured by this Security Instrument and the other Loan Documents and shall be immediately due and payable upon demand by Lender therefor.

Section 7.4 ACTIONS AND PROCEEDINGS. Upon the occurrence and during the continuance of an Event of Default, Lender has the right to appear in and defend any action or proceeding brought with respect to the Property and to bring any action or proceeding, in the name

and on behalf of Borrower, which Lender, in its discretion, decides should be brought to protect its interest in the Property.

Section 7.5 RECOVERY OF SUMS REQUIRED TO BE PAID. Upon the occurrence and during the continuance of an Event of Default, Lender shall have the right from time to time to take action to recover any sum or sums which constitute a part of the Debt as the same become due, without regard to whether or not the balance of the Debt shall be due, and without prejudice to the right of Lender thereafter to bring an action of foreclosure, or any other action, for any Event of Default by Borrower existing at the time such earlier action was commenced.

Section 7.6 INTENTIONALLY OMITTED.

Section 7.7 OTHER RIGHTS, ETC.

(a) The failure of Lender to insist upon strict performance of any term hereof shall not be deemed to be a waiver of any term of this Security Instrument. Borrower shall not be relieved of Borrower's obligations hereunder by reason of (i) the failure of Lender to comply with any request of Borrower or any guarantor or indemnitor with respect to the Loan to take any action to foreclose this Security Instrument or otherwise enforce any of the provisions hereof or of the Note or the other Loan Documents, (ii) the release, regardless of consideration, of the whole or any part of the Property, or of any person liable for the Debt or any portion thereof, or (iii) any agreement or stipulation by Lender extending the time of payment or otherwise modifying or supplementing the terms of the Note, this Security Instrument or the other Loan Documents.

(b) It is agreed that the risk of loss or damage to the Property is on Borrower, and Lender shall have no liability whatsoever for decline in value of the Property, for failure to maintain the Policies, or for failure to determine whether insurance in force is adequate as to the amount of risks insured, unless such loss was caused by Lender or its agents' gross negligence or willful misconduct. Possession by Lender shall not be deemed an election of judicial relief if any such possession is requested or obtained with respect to any Property or collateral not in Lender's possession.

(c) Upon the occurrence and during the continuance of an Event of Default, Lender may resort for the payment of the Debt to any other security held by Lender in such order and manner as Lender, in its discretion, may elect. Upon the occurrence and during the continuance of an Event of Default, Lender may take action to recover the Debt, or any portion thereof, or to enforce any covenant hereof without prejudice to the right of Lender thereafter to foreclose this Security Instrument. The rights of Lender under this Security Instrument shall be separate, distinct and cumulative and none shall be given effect to the exclusion of the others. No act of Lender shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision. Lender shall not be limited exclusively to the rights and remedies herein stated but shall be entitled to every right and remedy now or hereafter afforded at law or in equity.

Section 7.8 RIGHT TO RELEASE ANY PORTION OF THE PROPERTY. Lender may release any portion of the Property for such consideration as Lender may require without, as to the remainder of the Property, in any way impairing or affecting the lien or priority of this Security Instrument, or improving the position of any subordinate lienholder with respect thereto, except to

the extent that the obligations hereunder shall have been reduced by the actual monetary consideration, if any, received by Lender for such release, and may accept by assignment, pledge or otherwise any other property in place thereof as Lender may require without being accountable for so doing to any other lienholder. This Security Instrument shall continue as a lien and security interest in the remaining portion of the Property.

Section 7.9 INTENTIONALLY OMITTED.

Section 7.10 RECOURSE AND CHOICE OF REMEDIES. Notwithstanding any other provision of this Security Instrument or the Loan Agreement, including, without limitation, Section 11.22 of the Loan Agreement, Lender and other Indemnified Parties (as hereinafter defined) are entitled to enforce the obligations of Borrower contained in Section 11.22 of the Loan Agreement (the "**Recourse Obligations**") and of any guarantor and indemnitor pursuant to any guaranty of the Recourse Obligations without first resorting to or exhausting any security or collateral and without first having recourse to the Note or any of the Property, through foreclosure or acceptance of a deed in lieu of foreclosure or otherwise, and in the event Lender commences a foreclosure action against the Property, Lender is entitled to pursue a deficiency judgment with respect to such Recourse Obligations against Borrower and any guarantor or indemnitor pursuant to any guaranty of the Recourse Obligations. The provisions of Section 11.22 of the Loan Agreement are exceptions to any non-recourse or exculpation provisions in the Loan Agreement, the Note, this Security Instrument or the other Loan Documents, and Borrower and any guarantor or indemnitor pursuant to a guaranty of the Recourse Obligations are fully and personally liable for the Recourse Obligations. The liability for the Recourse Obligations of Borrower and any guarantor or indemnitor pursuant to a guaranty of the Recourse Obligations is not limited to the original principal amount of the Note. Notwithstanding the foregoing, nothing herein shall inhibit or prevent Lender from foreclosing or exercising any other rights and remedies pursuant to the Loan Agreement, the Note, this Security Instrument and the other Loan Documents, whether simultaneously with foreclosure proceedings or in any other sequence. A separate action or actions may be brought and prosecuted against Borrower pursuant to Section 11.22 of the Loan Agreement, whether or not action is brought against any other Person or whether or not any other Person is joined in the action or actions. In addition, Lender shall have the right but not the obligation to join and participate in, as a party if it so elects, any administrative or judicial proceedings or actions initiated in connection with any matter addressed in the Environmental Indemnity.

Section 7.11 RIGHT OF ENTRY. Lender and its agents shall have the right to enter and inspect the Property pursuant to the terms of the Loan Agreement.

Section 7.12 BANKRUPTCY.

(a) Upon the occurrence and during the continuance of an Event of Default, Lender shall have the right, and Borrower hereby assigns to Lender its right and irrevocably constitutes and appoints Lender its attorney-in-fact, coupled with an interest, to proceed in its own name or in the name of Borrower in respect of any claim, suit, action or proceeding relating to the rejection of any Lease, including, without limitation, the right to file and prosecute, to the exclusion of Borrower, any proofs of claim, complaints, motions, applications, notices and other documents, in any case in respect of the lessee under such Lease under the Bankruptcy Code.

(b) If there shall be filed by or against Borrower a petition under the Bankruptcy Code and Borrower, as lessor under any Lease, shall determine to reject such Lease pursuant to Section 365(a) of the Bankruptcy Code, then Borrower shall give Lender not less than ten (10) days' prior notice of the date on which Borrower shall apply to the bankruptcy court for authority to reject the Lease. Lender shall have the right, but not the obligation, to serve upon Borrower within such ten (10) day period a notice stating that (i) Lender demands that Borrower assume and assign the Lease to Lender pursuant to Section 365 of the Bankruptcy Code and (ii) Lender covenants to cure or provide adequate assurance of future performance under the Lease. If Lender serves upon Borrower the notice described in the preceding sentence, Borrower shall not seek to reject the Lease and shall comply with the demand provided for in clause (i) of the preceding sentence within thirty (30) days after the notice shall have been given, subject to the performance by Lender of the covenant provided for in clause (ii) of the preceding sentence.

Article 8 - ENVIRONMENTAL HAZARDS

Section 8.1 ENVIRONMENTAL COVENANTS. Borrower has provided representations, warranties and covenants regarding environmental matters set forth in the Environmental Indemnity and Borrower shall comply with the aforesaid covenants regarding environmental matters.

Article 9 - INDEMNIFICATION

The provisions of Section 11.13 of the Loan Agreement are hereby incorporated by reference into this Security Instrument to the same extent and with the same force as if fully set forth herein.

Article 10 - WAIVERS

Section 10.1 WAIVER OF COUNTERCLAIM. To the extent permitted by applicable law, Borrower hereby waives the right to assert a counterclaim, other than a mandatory or compulsory counterclaim, in any action or proceeding brought against it by Lender arising out of or in any way connected with this Security Instrument, the Loan Agreement, the Note, any of the other Loan Documents, or the Obligations.

Section 10.2 MARSHALLING AND OTHER MATTERS. To the extent permitted by applicable law, Borrower hereby waives the benefit of all appraisement, valuation, stay, extension, reinstatement and redemption laws now or hereafter in force and all rights of marshalling in the event of any sale hereunder of the Property or any part thereof or any interest therein. Further, Borrower hereby expressly waives any and all rights of redemption from sale under any order or decree of foreclosure of this Security Instrument on behalf of Borrower, and on behalf of each and every person acquiring any interest in or title to the Property subsequent to the date of this Security Instrument and on behalf of all persons to the extent permitted by applicable law.

Section 10.3 WAIVER OF NOTICE. To the extent permitted by applicable law, Borrower shall not be entitled to any notices of any nature whatsoever from Lender except with respect to matters for which this Security Instrument or the other Loan Documents specifically and expressly provide for the giving of notice by Lender to Borrower and except with respect to matters for which Lender is required by applicable law to give notice, and Borrower hereby expressly waives

the right to receive any notice from Lender with respect to any matter for which this Security Instrument or the other Loan Documents do not specifically and expressly provide for the giving of notice by Lender to Borrower.

Section 10.4 WAIVER OF STATUTE OF LIMITATIONS. To the extent permitted by applicable law, Borrower hereby expressly waives and releases to the fullest extent permitted by law, the pleading of any statute of limitations as a defense to payment of the Debt or performance of its Other Obligations.

Section 10.5 WAIVER OF TRIAL BY JURY. EACH OF BORROWER AND LENDER, BY ITS ACCEPTANCE OF THIS SECURITY INSTRUMENT, HEREBY AGREES NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND FOREVER WAIVES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST, WITH REGARD TO THE LOAN AGREEMENT, THE NOTE, THIS SECURITY INSTRUMENT OR THE OTHER LOAN DOCUMENTS, OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY BORROWER AND LENDER AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE. BORROWER AND LENDER ARE EACH HEREBY AUTHORIZED TO FILE A COPY OF THIS PARAGRAPH IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER BY EACH PARTY.

Article 11 - EXCULPATION

The provisions of Section 11.22 of the Loan Agreement are hereby incorporated by reference into this Security Instrument to the same extent and with the same force as if fully set forth herein.

Article 12 - NOTICES

All notices or other written communications hereunder shall be delivered in accordance with Section 11.6 of the Loan Agreement.

Article 13 - APPLICABLE LAW

Section 13.1 GOVERNING LAW.

(a) The provisions of Section 11.3 of the Loan Agreement are hereby incorporated by reference into this Security Instrument to the same extent and with the same force as if fully set forth herein.

(b) **TO THE EXTENT REQUIRED BY APPLICABLE LAW, ANY COURT PROCEEDING WHICH IS REQUIRED TO BE BROUGHT IN PENNSYLVANIA TO FORECLOSE ON ANY OF THE COLLATERAL SHALL BE BROUGHT IN THE COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY AND THE BORROWER CONSENTS TO THE JURISDICTION THEREOF.**

Section 13.2 USURY LAWS. Notwithstanding anything to the contrary, (a) all agreements and communications between Borrower and Lender are hereby and shall automatically be limited so that, after taking into account all amounts deemed interest, the interest contracted for, charged or received by Lender shall never exceed the Maximum Legal Rate or maximum lawful amount, (b) in calculating whether any interest exceeds the Maximum Legal Rate or maximum lawful amount, all such interest shall be amortized, prorated, allocated and spread over the full amount and term of all principal indebtedness of Borrower to Lender, and (c) if through any contingency or event, Lender receives or is deemed to receive interest in excess of the Maximum Legal Rate or maximum lawful amount, any such excess shall be deemed to have been applied toward payment of the principal of any and all then outstanding indebtedness of Borrower to Lender, or if there is no such indebtedness, shall immediately be returned to Borrower.

Section 13.3 PROVISIONS SUBJECT TO APPLICABLE LAW. All rights, powers and remedies provided in this Security Instrument may be exercised only to the extent that the exercise thereof does not violate any applicable provisions of law and are intended to be limited to the extent necessary so that they will not render this Security Instrument invalid, unenforceable or not entitled to be recorded, registered or filed under the provisions of any applicable law. If any term of this Security Instrument or any application thereof shall be invalid or unenforceable, the remainder of this Security Instrument and any other application of the term shall not be affected thereby.

Article 14 - DEFINITIONS

All capitalized terms not defined herein shall have the respective meanings set forth in the Loan Agreement. Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, words used in this Security Instrument may be used interchangeably in singular or plural form and the word "**Borrower**" shall mean "each Borrower and any subsequent owner or owners of the Property or any part thereof or any interest therein," the word "**Lender**" shall mean "Lender and any subsequent holder of the Note," the word "**Note**" shall mean "the Note and any other evidence of indebtedness secured by this Security Instrument," the word "**Property**" shall include any portion of the Property and any interest therein, and the phrases "**attorneys' fees**", "**legal fees**" and "**counsel fees**" shall include any and all attorneys', paralegal and law clerk fees and disbursements, including, but not limited to, fees and disbursements at the pre-trial, trial and appellate levels incurred or paid by Lender in protecting its interest in the Property, the Leases and the Rents and enforcing its rights hereunder.

Article 15 - MISCELLANEOUS PROVISIONS

Section 15.1 NO ORAL CHANGE. This Security Instrument, and any provisions hereof, may not be modified, amended, waived, extended, changed, discharged or terminated orally or by any act or failure to act on the part of Borrower or Lender, but only by an agreement in writing signed by the party against whom enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

Section 15.2 SUCCESSORS AND ASSIGNS. This Security Instrument shall be binding upon and inure to the benefit of Borrower and Lender and their respective successors and assigns, as set forth in the Loan Agreement. Lender shall have the right to assign or transfer its rights under this Security Instrument in connection with any assignment of the Loan and the Loan Documents

subject to the terms of the Loan Agreement. Any assignee or transferee of Lender shall be entitled to all the benefits afforded to Lender under this Security Instrument. Borrower shall not have the right to assign or transfer its rights or obligations under this Security Instrument without the prior written consent of Lender, as provided in the Loan Agreement, and any attempted assignment without such consent shall be null and void.

Section 15.3 INAPPLICABLE PROVISIONS. If any term, covenant or condition of the Loan Agreement, the Note or this Security Instrument is held to be invalid, illegal or unenforceable in any respect, the Loan Agreement, the Note and this Security Instrument shall be construed without such provision.

Section 15.4 HEADINGS, ETC. The headings and captions of various Sections of this Security Instrument are for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

Section 15.5 NUMBER AND GENDER. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

Section 15.6 SUBROGATION. If any or all of the proceeds of the Note have been used to extinguish, extend or renew any indebtedness heretofore existing against the Property, then, to the extent of the funds so used, Lender shall be subrogated, to the extent permitted by law, to all of the rights, claims, liens, titles, and interests existing against the Property heretofore held by, or in favor of, the holder of such indebtedness and such former rights, claims, liens, titles, and interests, if any, are not waived but rather are continued in full force and effect in favor of Lender and are merged with the lien and security interest created herein as cumulative security for the repayment of the Debt, the performance and discharge of Borrower's obligations hereunder, under the Loan Agreement, the Note and the other Loan Documents and the performance and discharge of the Other Obligations.

Section 15.7 ENTIRE AGREEMENT. The Note, the Loan Agreement, this Security Instrument and the other Loan Documents constitute the entire understanding and agreement between Borrower and Lender with respect to the transactions arising in connection with the Debt and supersede all prior written or oral understandings and agreements between Borrower and Lender with respect thereto. Borrower hereby acknowledges that, except as incorporated in writing in the Note, the Loan Agreement, this Security Instrument and the other Loan Documents, there are not, and were not, and no Persons are or were authorized by Lender to make, any representations, understandings, stipulations, agreements or promises, oral or written, with respect to the transaction which is the subject of the Note, the Loan Agreement, this Security Instrument and the other Loan Documents.

Section 15.8 LIMITATION ON LENDER'S RESPONSIBILITY. No provision of this Security Instrument shall operate to place any obligation or liability for the control, care, management or repair of the Property upon Lender, nor shall it operate to make Lender responsible or liable for any waste committed on the Property by the tenants or any other Person, or for any dangerous or defective condition of the Property, or for any negligence in the management, upkeep, repair or control of the Property resulting in loss or injury or death to any tenant, licensee, employee or

stranger. Nothing herein contained shall be construed as constituting Lender a "mortgagee in possession."

Section 15.9 JOINT AND SEVERAL. If more than one Person has executed this Security Instrument as "Borrower," the representations, covenants, warranties and obligations of all such Persons hereunder shall be joint and several.

Section 15.10 COUNTERPARTS. This Security Instrument may be executed in any number of duplicate originals and each duplicate original shall be deemed to be an original. This Security Instrument may be executed in several counterparts, each of which counterparts shall be deemed an original instrument and all of which shall constitute a single agreement. The failure of any party hereto to execute this Security Instrument, or any counterpart thereof, shall not relieve the other signatories from their obligations hereunder.

Article 16 - STATE-SPECIFIC PROVISIONS

Section 16.1 PRINCIPLES OF CONSTRUCTION. In the event of any inconsistencies between the terms and conditions of this Article 16 and the other terms and conditions of this Security Instrument, the terms and conditions of this Article 16 shall control and be binding.

Section 16.2 Protective Advances. This Security Instrument is executed and delivered to secure, among other things, future advances and re-advances. It is understood and agreed that this Security Instrument secures present and future advances and re-advances of principal up to a maximum principal amount of such advances and readvances of $180,900,000.00 (which limitation shall not apply to protective advances, any and all of which would be in addition thereto) made for the benefit of Lender and that the lien of such future advances and re-advances shall relate back to the date of this Security Instrument, and Borrower and Lender intend that this Security Instrument be an "Open-End Mortgage" as described in 42 Pa. C.S.A. § 8143 and as such be entitled to all benefits under 42 Pa. C.S.A. § 8141, as amended. This Instrument also secures any and all amounts advanced by Lender which may be secured by a Security Instrument under 42 Pa. C.S.A. § 8144 and this Security Instrument shall have all of the benefits thereof. Without limitation, this Security Instrument secures, and the Note evidences the obligation of Borrower to repay, any advances made after the date hereof for the payment of taxes, assessments, maintenance charges, insurance premiums, or costs incurred for the protection of the Property or the lien of this Security Instrument, expenses incurred by Lender by reason of default by Borrower under this Security Instrument or advances made under a construction loan to enable completion of the improvements for which the construction loan was originally made. Borrower agrees that, if at any time during the term of this Security Instrument or following a foreclosure hereof, Borrower fails to perform or observe any covenant or obligation under this Security Instrument including, without limitation, payment of any of the foregoing, Lender may (but shall not be obligated to) take such steps as are reasonably necessary to remedy any such nonperformance or nonobservance and provide payment thereof subject to, and in accordance with, the terms of this Security Instrument..

Section 16.3 Event of Default. At Lender's election, it shall be an Event of Default if Borrower delivers to Lender a notice under 42 Pa. C.S.A. §8143(c) or any third party delivers a notice under 42 Pa. C.S.A. §8143(b).

Section 16.4 Survival Language. All covenants of Borrower contained herein and in the Loan Agreement providing for the indemnification, defense or release of Lender, or for the payment of costs or expenses by Borrower, including without limitation the payment or reimbursement of reasonable attorneys' fees or costs, or for the payment of any expenses for the protection, upkeep or maintenance of the Property, including without limitation the payment of taxes or any other expenses, are intended to be severable from the other provisions of this Security Instrument, shall survive the entry of any judgment hereunder, and shall not be deemed merged into the judgment. In particular and without limiting the foregoing, any reasonable attorneys' fees incurred in the enforcement of any judgment obtained hereunder shall be recoverable as a separate item and shall not be merged into the judgment.

Section 16.5 Intentionally Omitted.

Section 16.6 Release of Mortgage. This instrument is granted upon express condition that if Borrower pays the Obligations in accordance with the terms of the Loan Documents, then this Security Instrument and the estate granted hereby shall cease and become void, except for those provisions hereof which by their terms survive, and the Property shall become wholly clear of the liens, security interests, conveyances and assignments evidenced hereby, which shall be released by Lender of record in due form at Borrower's cost. No release of this Security Instrument or the lien hereof shall be valid unless executed by Lender.

Section 16.7 Confession of Judgment. FOR THE PURPOSE OF OBTAINING POSSESSION OF THE PROPERTY UPON THE OCCURRENCE AND DURING THE CONTINUANCE OF AN EVENT OF DEFAULT, BORROWER HEREBY AUTHORIZES AND EMPOWERS ANY ATTORNEY OF RECORD OR THE PROTHONOTARY, CLERK OR SIMILAR OFFICER, OF ANY COURT IN THE COMMONWEALTH OF PENNSYLVANIA OR ELSEWHERE, AS ATTORNEY FOR BORROWER, AS ATTORNEY FOR BORROWER AND ALL PERSONS CLAIMING UNDER OR THROUGH BORROWER TO SIGN AN AGREEMENT FOR ENTERING IN ANY COMPETENT COURT AN ACTION IN EJECTMENT FOR POSSESSION OF THE PROPERTY AND TO APPEAR FOR AND CONFESS JUDGMENT AGAINST BORROWER AND AGAINST ALL PERSONS CLAIMING UNDER OR THROUGH BORROWER (SUBJECT TO THE RIGHTS OF TENANTS UNDER THE LEASES), IN FAVOR OF LENDER, FOR RECOVERY BY LENDER OF POSSESSION THEREOF, FOR WHICH THIS SECURITY INSTRUMENT, OR A COPY THEREOF VERIFIED BY AFFIDAVIT, SHALL BE A SUFFICIENT WARRANT; AND THEREUPON A WRIT OF POSSESSION MAY IMMEDIATELY ISSUE FOR POSSESSION OF THE PROPERTY, WITHOUT ANY PRIOR WRIT OR PROCEEDING WHATSOEVER AND WITHOUT ANY STAY OF EXECUTION, IF FOR ANY REASON AFTER SUCH ACTION HAS BEEN COMMENCED IT SHOULD BE DISCONTINUED, OR POSSESSION OF THE PROPERTY SHALL REMAIN IN OR BE RESTORED TO BORROWER, LENDER SHALL HAVE THE RIGHT FOR THE SAME EVENT OF DEFAULT OR ANY SUBSEQUENT EVENT OF DEFAULT THAT IS CONTINUING TO BRING ONE OR MORE FURTHER ACTIONS AS ABOVE PROVIDED TO RECOVER POSSESSION OF THE PROPERTY. LENDER MAY BRING AN ACTION IN EJECTMENT AND CONFESS JUDGMENT THEREIN BEFORE OR AFTER THE INSTITUTION OF PROCEEDINGS TO FORECLOSE THIS SECURITY INSTRUMENT OR TO ENFORCE THE NOTE, OR AFTER ENTRY OF JUDGMENT THEREIN OR ON THE NOTE, OR AFTER A SHERIFF'S SALE OF

THE PROPERTY IN WHICH LENDER IS THE SUCCESSFUL BIDDER; THE AUTHORIZATION TO PURSUE SUCH PROCEEDINGS FOR OBTAINING POSSESSION AND CONFESS JUDGMENT THEREIN IS AN ESSENTIAL PART OF THE REMEDIES FOR ENFORCEMENT OF THIS SECURITY INSTRUMENT AND THE NOTE, AND SHALL SURVIVE ANY EXECUTION SALE TO LENDER.

BORROWER CONFIRMS TO LENDER THAT (I) BORROWER IS A BUSINESS ENTITY AND THAT ITS PRINCIPALS ARE KNOWLEDGEABLE IN BUSINESS MATTERS; (II) THE TERMS OF THIS SECURITY INSTRUMENT, INCLUDING THE FOREGOING WARRANT OF ATTORNEY TO CONFESS JUDGMENT, HAVE BEEN NEGOTIATED AND AGREED UPON IN A COMMERCIAL CONTEXT; AND (III) IT HAS FULLY REVIEWED THE AFORESAID WARRANT OF ATTORNEY TO CONFESS JUDGMENT WITH ITS OWN COUNSEL AND IS KNOWINGLY AND VOLUNTARILY WAIVING CERTAIN RIGHTS IT WOULD OTHERWISE POSSESS, INCLUDING BUT NOT LIMITED TO, THE RIGHT TO ANY NOTICE OR A HEARING PRIOR TO THE ENTRY OF JUDGMENT BY LENDER PURSUANT TO THE AFORESAID WARRANT OF ATTORNEY.

Section 16.8 Intentionally Omitted.

Section 16.9 Notices. ALL NOTICES TO BE GIVEN TO LENDER PURSUANT TO 42 PA. C.S.A. §8143 ARE TO BE GIVEN AS SET FORTH IN ARTICLE 12 OF THIS SECURITY INSTRUMENT.

Article 17 - MASTER LEASE PROVISIONS

Section 17.1 NO MERGER OF FEE AND LEASEHOLD ESTATES; RELEASES. So long as any portion of the Debt shall remain unpaid, unless Lender shall otherwise consent, the fee title to the portion of the Land attributable to the Bourse Mall Property and the leasehold estate under the Master Lease shall not merge but shall always be kept separate and distinct, notwithstanding the union of such estates in Bourse Retail Borrower and Bourse Food Hall Borrower or in any other Person by purchase, operation of law or otherwise. Subject to the terms and conditions of the Master Lease, Lender reserves the right, at any time, to release portions of the Bourse Mall Property, including, but not limited to, the leasehold estate under the Master Lease, with or without consideration, at Lender's election, without waiving or affecting any of its rights hereunder or under the Note or the other Loan Documents and any such release shall not affect Lender's rights in connection with the portion of the Bourse Mall Property not so released.

Section 17.2 REJECTION OF THE MASTER LEASE.

(a) If the Master Lease is terminated by Bourse Retail Borrower for any reason in the event of the rejection or disaffirmance of the Master Lease by Bourse Retail Borrower pursuant to the Bankruptcy Code or any other law affecting creditor's rights, (i) Bourse Retail Borrower and Bourse Food Hall Borrower, promptly after obtaining notice thereof, shall give notice thereof to Lender, (ii) Bourse Food Hall Borrower, without the prior written consent of Lender, shall not elect to treat the Master Lease as terminated pursuant to Section 365(h) of the Bankruptcy Code or any comparable federal or state statute or law, and any election by Bourse Food Hall Borrower made without such consent shall be void and (iii) this Security Instrument and all the liens, terms,

covenants and conditions of this Security Instrument shall extend to and cover Bourse Food Hall Borrower's possessory rights under Section 365(h) of the Bankruptcy Code and to any claim for damages due to the rejection of the Master Lease or other termination of the Master Lease. In addition, Bourse Food Hall Borrower hereby assigns irrevocably to Lender Bourse Food Hall Borrower's rights to treat the Master Lease as terminated pursuant to Section 365(h) of the Bankruptcy Code and to offset rents under the Master Lease in the event any case, proceeding or other action is commenced by or against Bourse Retail Borrower under the Bankruptcy Code or any comparable federal or state statute or law, provided that Lender shall not exercise such rights and shall permit Bourse Food Hall Borrower to exercise such rights with the prior written consent of Lender, not to be unreasonably withheld or delayed, unless an Event of Default shall have occurred and be continuing.

(b) Each of Bourse Retail Borrower and Bourse Food Hall Borrower hereby assigns to Lender its right to reject the Master Lease under Section 365 of the Bankruptcy Code or any comparable federal or state statute or law with respect to any case, proceeding or other action commenced by or against Bourse Retail Borrower or Bourse Food Hall Borrower, as applicable, under the Bankruptcy Code or comparable federal or state statute or law, provided Lender shall not exercise such right, and shall permit Bourse Retail Borrower or Bourse Food Hall Borrower, as applicable, to exercise such right with the prior written consent of Lender, not to be unreasonably withheld or delayed, unless an Event of Default shall have occurred and be continuing.

(c) Each of Bourse Retail Borrower and Bourse Food Hall Borrower hereby assigns to Lender its right to seek an extension of the 60-day period within which such Person must accept or reject the Master Lease under Section 365 of the Bankruptcy Code or any comparable federal or state statute or law with respect to any case, proceeding or other action commenced by or against Bourse Retail Borrower or Bourse Food Hall Borrower, as applicable, under the Bankruptcy Code or comparable federal or state statute or law, provided Lender shall not exercise such right, and shall permit Bourse Retail Borrower and Bourse Food Hall Borrower, as applicable, to exercise such right with the prior written consent of Lender, not to be unreasonably withheld or delayed, unless an Event of Default shall have occurred and be continuing. Further, if either Bourse Retail Borrower and Bourse Food Hall Borrower shall desire to so reject the Master Lease, at Lender's request, to the extent not prohibited by the terms of the Master Lease and applicable law, Bourse Retail Borrower or Bourse Food Hall Borrower, as applicable, shall assign its interest in the Master Lease to Lender in lieu of rejecting the Master Lease as described above, upon receipt by such Person of written notice from Lender of such request together with Lender's agreement to cure any existing defaults of Bourse Retail Borrower or Bourse Food Hall Borrower, as applicable, under the Master Lease and to provide adequate assurance of future performance of the Bourse Retail Borrower's or Bourse Food Hall Borrower's, as applicable, obligations thereunder.

(d) Each of Bourse Retail Borrower and Bourse Food Hall Borrower hereby agrees that if the Master Lease is terminated for any reason in the event of the rejection or disaffirmance of the Master Lease pursuant to the Bankruptcy Code or any other law affecting creditor's rights, any Personal Property of Bourse Retail Borrower and Bourse Food Hall Borrower not removed from the Property by Bourse Retail Borrower or Bourse Food Hall Borrower, as applicable, as permitted or required by the Master Lease, shall at the option of Lender be deemed abandoned by Bourse Retail Borrower and Bourse Food Hall Borrower, as applicable, provided that Lender may remove

any such Personal Property required to be removed by either of the foregoing pursuant to the Master Lease and all reasonable out-of-pocket costs and expenses associated with such removal shall be paid by such Bourse Retail Borrower and Bourse Food Hall Borrower, as applicable, within five (5) days of receipt by such Bourse Retail Borrower and Bourse Food Hall Borrower, applicable, of an invoice for such removal costs and expenses.

[NO FURTHER TEXT ON THIS PAGE]

IN WITNESS WHEREOF, THIS SECURITY INSTRUMENT has been executed by Borrower as of the day and year first above written.

BORROWER:

400 MARKET L.P., a Pennsylvania limited partnership

By: 400 Market GP LLC, a Delaware limited liability company

By: _____
Name: J. Richard Sears
Title: Authorized Signatory

CONSTITUTION PARTNERS, L.P., a Pennsylvania limited partnership

By: 325 Chestnut GP LLC, a Delaware limited liability company

By: _____
Name: J. Richard Sears
Title: Authorized Signatory

BOURSE MALL ASSOCIATES, L.P., a Pennsylvania limited partnership

By: Bourse GP LLC, a Delaware limited liability company

By: _____
Name: J. Richard Sears
Title: Authorized Signatory

BOURSE TOWER ASSOCIATES, L.P., a Pennsylvania limited partnership

By: Bourse GP LLC, a Delaware limited liability company

By: _____
Name: J. Richard Sears
Title: Authorized Signatory

BOURSE GARAGE ASSOCIATES, a Pennsylvania limited partnership

By: Bourse Garage GP LLC, a Delaware limited liability company

By: _____
Name: J. Richard Sines
Title: Authorized Signatory

BOURSE FOOD HALL, LLC, a Pennsylvania limited liability company

By: Bourse Mall Associates, L.P. a Pennsylvania limited partnership

By: Bourse GP LLC, a Delaware limited liability company

By: _____
Name: J. Richard Sines
Title: Authorized Signatory

ACKNOWLEDGEMENT

DISTRICT OF COLUMBIA

On the 5th day of April in the year 2019, before me, the undersigned, personally appeared J. Richard Sachs, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in his/her capacity as authorized signatory, of 400 Market GP LLC, the general partner of 400 Market L.P., the _____ of _____, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

My commission expires: 2/28/2023

KHAI WILLIAMS NOTARY PUBLIC DISTRICT OF COLUMBIA MY COMMISSION EXPIRES 02-28-2023

ACKNOWLEDGEMENT

DISTRICT OF COLUMBIA

On the 5th day of April in the year 2019, before me, the undersigned, personally appeared J. Richard Sachs, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in his/her capacity as authorized signatory, of 325 Chestnut GP, the general partner of Constitution Partners, L.P., the _____ of _____, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

My commission expires: 2/28/2023

KHAI WILLIAMS NOTARY PUBLIC DISTRICT OF COLUMBIA MY COMMISSION EXPIRES

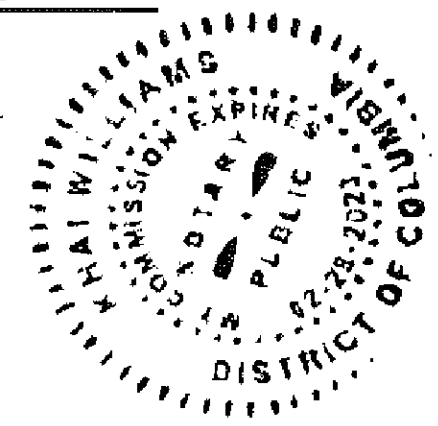
ACKNOWLEDGEMENT

DISTRICT OF COLUMBIA

On the 5th day of April in the year 2019, before me, the undersigned, personally appeared J. Richard Saas, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in his/her capacity as authorized signatory, of Bourse GP LLC, the general partner of Bourse Mall Associates, LP, the _____ of _____, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

My commission expires: 2/28/2023



ACKNOWLEDGEMENT

DISTRICT OF COLUMBIA

On the 5th day of April in the year 2019, before me, the undersigned, personally appeared J. Richard Saas, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in his/her capacity as authorized signatory, of Bourse GP LLC, the general partner of Bourse Tower Associates, LP, the _____ of _____, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

My commission expires: 2/28/2023



ACKNOWLEDGEMENT

DISTRICT OF COLUMBIA

On the 5th day of April in the year 2019, before me, the undersigned, personally appeared J. Richard Saas, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in his/her capacity as authorized signatory, of Bourse Garage GP LLC, the general partner of Bourse Garage Associates, the _____ of _____, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

My commission expires: 2/28/2023

KHAI WILLIAMS NOTARY PUBLIC DISTRICT OF COLUMBIA COMMISSION EXPIRES 02-28-2023

ACKNOWLEDGEMENT

DISTRICT OF COLUMBIA

On the 5th day of April in the year 2019, before me, the undersigned, personally appeared J. Richard Saas, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in his/her capacity as authorized signatory, of Bourse GP LLC, the general partner of Bourse Mall Associates, L.P., the sole member of Bourse Food Hall, LLC, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

My commission expires: 2/28/2023

KHAI WILLIAMS NOTARY PUBLIC DISTRICT OF COLUMBIA COMMISSION EXPIRES 02-28-2023

I hereby certify that the address of Lender is as follows:

KREF CAPITAL LLC
9 West 57th Street, Suite 4200
New York, New York 10019

On behalf of Lender

Patrick Mattson
Authorized Signatory

[Certification of Lender]

EXHIBIT A

LEGAL DESCRIPTION

Parcel 1:

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected.

SITUATE in the 5th Ward of the City of Philadelphia, described according to a Plan of Property made for Mall Building Joint Venture by Barton and Martin Engineers dated 8/4/1983 and recorded 8/31/1983 as follows, to wit:

BEGINNING at the point of intersection of the East side of 4th Street (65 feet wide) and the North side of Chestnut Street (60 feet wide); thence extending in a Northerly direction along the Easterly side of 4th Street, 159 feet, 9-3/4 inches to a point; thence extending in an Easterly direction on a line at right angles to 4th Street and passing through a wall 74 feet, 9-1/4 inches to a point; thence extending in a Northerly direction on a line at right angles to Chestnut Street and passing through a wall 15 feet, 1/4 of an inch to a point; thence extending in an Easterly direction on a line parallel with Chestnut Street and passing through a wall 75 feet, 3-3/4 inches to a point; thence extending in a Southerly direction on a line parallel with Orianna Street 17 feet, 6 inches wide and passing through a wall the distance of 10 feet, 9 inches to a point; thence extending in a Westerly direction on a line parallel with Chestnut Street and passing through a wall 00 feet, 9 inches to a point; thence extending in a Southerly direction on the line parallel with Orianna Street and passing through a wall 164 feet, 3 inches to a point on the North side of Chestnut Street; thence extending in a Westerly direction along the North side of Chestnut Street 150 feet, 1 and 5/8 inches to the point of intersection of the North side of Chestnut Street and the East side of 4th Street being the first mentioned point and place of beginning.

BEING 325-41 Chestnut Street, Philadelphia, Pennsylvania

BEING OPA NO. 88-3302500

Parcel 2:

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected.

SITUATE in the 5th Ward of the City of Philadelphia, Commonwealth of Pennsylvania described in accordance with a Survey and Plan of Property made for the Ludlow Fourth Company by Barton and Martin Engineers dated February 23, 1998, last revised 1/11/2001, as follows:

BEGINNING at a point marking the intersection of the South side of Market Street (100 feet wide) and the West side of 4th Street (68.21 feet wide); thence extending along the said side of 4th Street in a Southerly direction 113 feet 3 inches to a point on the intersection of the West side of 4th Street and the North side of Ludlow Street (28.75 feet wide); thence extending along the said side of Ludlow Street in a Westerly direction 163 feet 11-1/4 inches to a point; thence extending in a Northerly direction at right angles to Ludlow Street and Market Street and along the West face of a wall 113 feet 3 inches to a point on the South side of Market Street; thence extending along the said side of Market Street in an Easterly direction 165 feet 4-1/4 inches to the first mentioned point and place of beginning.

BEING 400 Market Street, Philadelphia, Pennsylvania

BEING OPA NO. 88-3012000

Parcel 3:

ALL THAT CERTAIN piece of ground with buildings and improvements thereon erected.

SITUATE in the 5th Ward, City of Philadelphia, Commonwealth of Pennsylvania, as shown on Plan of subdivision prepared by Alpha Engineering Associates, Inc., Trevose, Pennsylvania dated February 9, 1987 last revised March 8, 1988 and more particularly described as follows, to wit:

BEGINNING at a point on the Westerly side of 4th Street (50 feet wide), said point being a distance of 54 feet, 10 inches Northwardly from the intersection of the Northerly side of Chestnut Street (60 feet wide) and said Westerly side of 4th Street;

Thence from said point of beginning, Westwardly on a line parallel with said Chestnut Street, passing into a wall, the distance of 141 feet, 4-7/8 inches to a point; thence Northwardly, partially passing through and along said wall, the distance of 109 feet, 3 inches to a point on the Southerly side of Ranstead Street (variable width); thence Eastwardly, along the said side of Ranstead Street, the distance of 141 feet, 6-5/8 inches to a point, said point being the intersection of the said Southerly side of Ranstead Street and the Westerly side of said 4th Street; thence Southwardly, along the said side of 4th Street, the distance of 109 feet, 0-3/4 inches to the first mentioned point and place of BEGINNING.

BEING 400 Ranstead Street, Philadelphia, Pennsylvania 19106

BEING OPA NO. 883409600

Parcel 4:

PREMISES A

ALL THAT CERTAIN land, property and space with the improvements thereon, SITUATE in the 5th Ward of the City of Philadelphia, Commonwealth of Pennsylvania, located at and beneath the plane formed by the top of a slab forming the floor of the former 3rd floor now the existing 5th floor, the top of which slab has an elevation of 69.39 feet above City Datum, being within and bounded by surfaces formed by projecting vertically between the aforesaid planes, the boundaries of a parcel of land bounded and described with dimensions on the surface of earth, in accordance with a Survey and Plan of Property made by Surveyor and Regulator of the 3rd Survey District, as follows, to wit:

BEGINNING at a point of intersection formed by the Easterly side of 5th Street (variable width) and the Southerly side of Ludlow Street (28.75 feet wide), thence extending Eastwardly along the said Southerly side of Ludlow Street the distance of 362.57 feet to a point on the Westerly side of 4th Street (variable width), thence extending Southwardly along the said Westerly side of 4th Street 131.82 feet to a point on the Northerly side of Ranstead Street (Variable Width), thence Westwardly along the said Northerly side of Ranstead Street 362.37 feet to a point on the said Easterly side of 5th Street, thence Northwardly along the said Easterly side of 5th Street 131.82 feet to a point on the Southerly side of Ludlow Street being the first mentioned point and place of BEGINNING.

TOGETHER with a permanent and perpetual right and easement for support and access in favor of the parcel described as follows:

ALL THAT CERTAIN LAND, property and space with the improvements thereon, SITUATE in the 5th Ward of the City of Philadelphia,

Commonwealth of Pennsylvania, located at and above the plane formed by the top of a slab forming the floor of the former 3rd floor now the existing 5th floor, the top of which slab has an elevation of 69.39 feet above City Datum, being within and bounded by surfaces formed by projecting vertically between the aforesaid planes, the boundaries of a parcel of land bounded and described with dimensions on the surface of earth in accordance with a Survey and Plan of property prepared by Barton and Martin, Engineers, dated May 26, 1998, and revised June 22, 1998 as follows, to wit:

BEGINNING at a point of intersection formed by the Easterly side of 5th Street (variable width) and the Southerly side of Ludlow Street (28.75 feet wide), thence extending Eastwardly along the said Southerly side of Ludlow Street the distance of 362.57 feet to a point on the Westerly side of 4th Street (variable width), thence Southwardly along the said Westerly side of 4th Street 131.82 feet to a point on the Northerly side of Ranstead Street (variable width), thence Westwardly along said Northerly side of Ranstead Street 362.37 feet to a point on the said Easterly side of 5th Street, thence Northwardly along the said Easterly side of 5th Street 131.82 feet to a point on the Southerly side of Ludlow Street being the first mentioned point and place of BEGINNING.

PREMISES B

ALL THAT CERTAIN land, property and space with the improvements thereon, SITUATE in the 5th Ward of the City of Philadelphia, Commonwealth of Pennsylvania, located at and above the plane formed by the top of a slab forming the floor of the former 3rd floor now the existing 5th floor, the top of which slab has an elevation of 69.39 feet above City Datum, being within and bounded by surfaces formed by projecting vertically between the aforesaid planes, the boundaries of a parcel of land bounded and described with dimensions on the surface of earth, in accordance with a Survey and Plan of Property made by Surveyor and Regulator of the 3rd Survey District, as follows, to wit:

BEGINNING at a point of intersection formed by the Easterly side of 5th Street (variable width) and the Southerly side of Ludlow Street (28.75 feet wide), thence extending Eastwardly along the said Southerly side of Ludlow Street the distance of 362.57 feet to a point on the Westerly side of 4th Street (variable width), thence extending Southwardly along the said westerly side of 4th Street 131.82 feet to a point on the Northerly side of Ranstead Street (variable width), thence Westwardly along the said Northerly side of Ranstead Street 362.37 feet to a point on the said Easterly side of 5th Street, thence Northwardly along the said Easterly side of 5th Street 131.82 feet to a point on the Southerly side of Ludlow Street being the first mentioned point and place of BEGINNING.

TOGETHER with a permanent and perpetual right and easement for support and access in favor of the parcel described as follows:

ALL THAT CERTAIN LAND, property and space with the improvements thereon.

SITUATE in the 5th Ward of the City of Philadelphia, Commonwealth of Pennsylvania, located at and below the plane formed by the top of a slab forming the floor of the former 3rd floor now the existing 5th floor, the top of which slab has an elevation of 69.39 feet above City Datum, being within and bounded by surfaces formed by projecting vertically between the aforesaid planes, the boundaries of a parcel of land bounded and described with dimensions on the surface of earth in accordance with a Survey and Plan of property prepared by Barton and Martin, Engineers, dated May 26, 1998, and revised June 22, 1998 as follows, to wit:

BEGINNING at a point of intersection formed by the Easterly side of 5th Street (variable width) and the Southerly side of Ludlow Street (28.75 feet wide), thence extending Eastwardly along the said Southerly side of Ludlow Street the distance of 362.57 feet to a point on the Westerly side of 4th Street (variable width), thence Southwardly along the said Westerly side of 4th Street 131.82 feet to a point on the Northerly side of Ranstead Street (variable width), thence Westwardly along said Northerly side of Ranstead Street 362.37 feet to a point on the said Easterly side of 5th Street, thence Northwardly along the said Easterly side of 5th Street 131.82 feet to a point on the Southerly side of Ludlow Street being the first mentioned point and place of BEGINNING.

BEING 111 South Independence Mall East A, 111 South Independence Mall East B, Philadelphia, Pennsylvania 19106

BEING OPA Nos. 883101010 and 883101510

Leasehold Parcel:

That certain Market area as defined in that certain unrecorded Master Lease effective July 1, 2017, between Bourse Mall Associates, L.P. and Bourse Food Hall, LLC and further specified in Exhibit A to the Lease.

eRecorded in Philadelphia PA 05/30/2019 11:51 AM Page 1 of 8 Rec Fee: $224.75
Receipt#: 19-51972
Records Department Doc Code: A
Doc ID: 5P2595680 Page 1 of 15 05/16/2024 12:41 PM

ASSIGNMENT OF OPEN-END FEE AND LEASEHOLD MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING

KREF CAPITAL LLC, a Delaware limited liability company
(Assignor)

to

KREF CLO LOAN SELLER LLC, a Delaware limited liability company
(Assignee)

Dated as of May 16, 2019, effective as of May 16, 2019

County of Philadelphia
State of Pennsylvania

DOCUMENT PREPARED BY AND WHEN RECORDED, RETURN TO:
McCoy & Orta, P.C.
100 North Broadway, 26th Floor
Oklahoma City, Oklahoma 73102
Telephone: 888-236-0007

I do certify that the precise address of the within named Assignee is as it appears in the body of this instrument.

Nick Barzellone

ASSIGNMENT OF OPEN-END FEE AND LEASEHOLD MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING

Dated as of May 16, 2019, effective as of May 16, 2019, **KREF CAPITAL LLC, a Delaware limited liability company**, having an address at 9 West 57th Street, Suite 4200, New York, NY 10019 ("Assignor"), as the holder of the instrument hereinafter described and for valuable consideration hereby assigns, sells, transfers and delivers to **KREF CLO LOAN SELLER LLC, a Delaware limited liability company**, having an address at c/o KKR Real Estate Finance Manager LLC, 9 West 57th Street, Suite 4200, New York, NY 10019, ("Assignee"), its successors, participants and assigns, all right, title and interest of Assignor in and to that certain:

OPEN-END FEE AND LEASEHOLD MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING made by 400 MARKET L.P., a Pennsylvania limited partnership, CONSTITUTION PARTNERS, L.P., a Pennsylvania limited partnership, BOURSE MALL ASSOCIATES, L.P., a Pennsylvania limited partnership, BOURSE TOWER ASSOCIATES, L.P., a Pennsylvania limited partnership, BOURSE GARAGE ASSOCIATES, a Pennsylvania limited partnership and BOURSE FOOD HALL, LLC, a Pennsylvania limited liability company to KREF CAPITAL LLC, a Delaware limited liability company dated as of April 5, 2019 and effective as of April 11, 2019 and recorded on April 16, 2019, as Document Number 53501510 in the Recorder's Office of the Recorder of Deeds of Philadelphia County, Pennsylvania ("Recorder's Office"), (as the same may have been amended, modified, restated, supplemented, renewed or extended), securing payment of note(s) of even date therewith, in the principal amount of $182,600,000.00, and creating a lien on the property described in Exhibit A attached hereto and by this reference made a part hereof.

Together with any and all other liens, privileges, security interests, rights, entitlements, equities, claims and demands as to which Assignor hereunder possesses or to which Assignor is otherwise entitled as additional security for the payment of the notes and other obligations described herein.

This instrument shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE(S) ON THE FOLLOWING PAGE]

Reference No.: 3207M.033-036
Matter Name: Independence Portfolio
CLO: KREF 2018-FL1

IN WITNESS WHEREOF, the Assignor has caused this instrument to be executed this 10 day of May, 2019.

ASSIGNOR:
KREF CAPITAL LLC, a Delaware limited liability company

By: _____
Name: PATRICK MATTSON
Title: COO AND SECRETARY

ACKNOWLEDGEMENT

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

On this 10th day of MAY, 2019, before me, the undersigned, a Notary Public in and for said state, personally appeared PATRICK MATTSON as COO AND SECRETARY of KREF CAPITAL LLC, a Delaware limited liability company, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature: _____
Notary Public

My Commission Expires:

8/8/2020

Reference No.: 3207M.033-036
Matter Name: Independence Portfolio
CLO: KREF 2018-FL1

ALISON E FREDERICK
NOTARY PUBLIC STATE OF NEW YORK
NEW YORK COUNTY
LIC. # 01FR6346159
COMM. EXP. 8/8/2020

EXHIBIT A

LEGAL DESCRIPTION

Parcel 1:

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected.

SITUATE in the 5th Ward of the City of Philadelphia, described according to a Plan of Property made for Mall Building Joint Venture by Barton and Martin Engineers dated 8/4/1983 and recorded 8/31/1983 as follows, to wit:

BEGINNING at the point of intersection of the East side of 4th Street (65 feet wide) and the North side of Chestnut Street (60 feet wide); thence extending in a Northerly direction along the Easterly side of 4th Street, 159 feet, 9-3/4 inches to a point; thence extending in an Easterly direction on a line at right angles to 4th Street and passing through a wall 74 feet, 9-1/4 inches to a point; thence extending in a Northerly direction on a line at right angles to Chestnut Street and passing through a wall 15 feet, 1/4 of an inch to a point; thence extending in an Easterly direction on a line parallel with Chestnut Street and passing through a wall 75 feet, 3-3/4 inches to a point; thence extending in a Southerly direction on a line parallel with Orianna Street 17 feet, 6 inches wide and passing through a wall the distance of 10 feet, 9 inches to a point; thence extending in a Westerly direction on a line parallel with Chestnut Street and passing through a wall 00 feet, 9 inches to a point; thence extending in a Southerly direction on the line parallel with Orianna Street and passing through a wall 164 feet, 3 inches to a point on the North side of Chestnut Street; thence extending in a Westerly direction along the North side of Chestnut Street 150 feet, 1 and 5/8 inches to the point of intersection of the North side of Chestnut Street and the East side of 4th Street being the first mentioned point and place of beginning.

BEING 325-41 Chestnut Street, Philadelphia, Pennsylvania

BEING OPA NO. 88-3302500

Parcel 2:

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected.

SITUATE in the 5th Ward of the City of Philadelphia, Commonwealth of Pennsylvania described in accordance with a Survey and Plan of Property made for the Ludlow Fourth Company by Barton and Martin Engineers dated February 23, 1998, last revised 1/11/2001, as follows:

BEGINNING at a point marking the intersection of the South side of Market Street (100 feet wide) and the West side of 4th Street (68.21 feet wide); thence extending along the said side of 4th Street in a Southerly direction 113 feet 3 inches to a point on the intersection of the West side of 4th Street and the North side of Ludlow Street (28.75 feet wide); thence extending along the said side of Ludlow Street in a Westerly direction 163 feet 11-1/4 inches to a point; thence extending in a Northerly direction at right angles to Ludlow Street and Market Street and along the West face of a wall 113 feet 3 inches to a point on the South side of Market Street; thence extending along the said side of Market Street in an Easterly direction 165 feet 4-1/4 inches to the first mentioned point and place of beginning.

BEING 400 Market Street, Philadelphia, Pennsylvania

BEING OPA NO. 88-3012000

Parcel 3:

ALL THAT CERTAIN piece of ground with buildings and improvements thereon erected.

SITUATE in the 5th Ward, City of Philadelphia, Commonwealth of Pennsylvania, as shown on Plan of subdivision prepared by Alpha Engineering Associates, Inc., Trevose, Pennsylvania dated February 9, 1987 last revised March 8, 1988 and more particularly described as follows, to wit:

BEGINNING at a point on the Westerly side of 4th Street (50 feet wide), said point being a distance of 54 feet, 10 inches Northwardly from the intersection of the Northerly side of Chestnut Street (60 feet wide) and said Westerly side of 4th Street;

Thence from said point of beginning, Westwardly on a line parallel with said Chestnut Street, passing into a wall, the distance of 141 feet, 4-7/8 inches to a point; thence Northwardly, partially passing through and along said wall, the distance of 109 feet, 3 inches to a point on the Southerly side of Ranstead Street (variable width); thence Eastwardly, along the said side of Ranstead Street, the distance of 141 feet, 6-5/8 inches to a point, said point being the intersection of the said Southerly side of Ranstead Street and the Westerly side of said 4th Street; thence Southwardly, along the said side of 4th Street, the distance of 109 feet, 0-3/4 inches to the first mentioned point and place of BEGINNING.

BEING 400 Ranstead Street, Philadelphia, Pennsylvania 19106

BEING OPA NO. 883409600

Parcel 4:

PREMISES A

ALL THAT CERTAIN land, property and space with the improvements thereon, SITUATE in the 5th Ward of the City of Philadelphia, Commonwealth of Pennsylvania, located at and beneath the plane formed by the top of a slab forming the floor of the former 3rd floor now the existing 5th floor, the top of which slab has an elevation of 69.39 feet above City Datum, being within and bounded by surfaces formed by projecting vertically between the aforesaid planes, the boundaries of a parcel of land bounded and described with dimensions on the surface of earth, in accordance with a Survey and Plan of Property made by Surveyor and Regulator of the 3rd Survey District, as follows, to wit:

BEGINNING at a point of intersection formed by the Easterly side of 5th Street (variable width) and the Southerly side of Ludlow Street (28.75 feet wide), thence extending Eastwardly along the said Southerly side of Ludlow Street the distance of 362.57 feet to a point on the Westerly side of 4th Street (variable width), thence extending Southwardly along the said Westerly side of 4th Street 131.82 feet to a point on the Northerly side of Ranstead Street (Variable Width), thence Westwardly along the said Northerly side of Ranstead Street 362.37 feet to a point on the said Easterly side of 5th Street, thence Northwardly along the said Easterly side of 5th Street 131.82 feet to a point on the Southerly side of Ludlow Street being the first mentioned point and place of BEGINNING.

TOGETHER with a permanent and perpetual right and easement for support and access in favor of the parcel described as follows:

ALL THAT CERTAIN LAND, property and space with the improvements thereon, SITUATE in the 5th Ward of the City of Philadelphia,

Commonwealth of Pennsylvania, located at and above the plane formed by the top of a slab forming the floor of the former 3rd floor now the existing 5th floor, the top of which slab has an elevation of 69.39 feet above City Datum, being within and bounded by surfaces formed by projecting vertically between the aforesaid planes, the boundaries of a parcel of land bounded and described with dimensions on the surface of earth in accordance with a Survey and Plan of property prepared by Barton and Martin, Engineers, dated May 26, 1998, and revised June 22, 1998 as follows, to wit:

BEGINNING at a point of intersection formed by the Easterly side of 5th Street (variable width) and the Southerly side of Ludlow Street (28.75 feet wide), thence extending Eastwardly along the said Southerly side of Ludlow Street the distance of 362.57 feet to a point on the Westerly side of 4th Street (variable width), thence Southwardly along the said Westerly side of 4th Street 131.82 feet to a point on the Northerly side of Ranstead Street (variable width), thence Westwardly along said Northerly side of Ranstead Street 362.37 feet to a point on the said Easterly side of 5th Street, thence Northwardly along the said Easterly side of 5th Street 131.82 feet to a point on the Southerly side of Ludlow Street being the first mentioned point and place of BEGINNING.

PREMISES B

ALL THAT CERTAIN land, property and space with the improvements thereon, SITUATE in the 5th Ward of the City of Philadelphia, Commonwealth of Pennsylvania, located at and above the plane formed by the top of a slab forming the floor of the former 3rd floor now the existing 5th floor, the top of which slab has an elevation of 69.39 feet above City Datum, being within and bounded by surfaces formed by projecting vertically between the aforesaid planes, the boundaries of a parcel of land bounded and described with dimensions on the surface of earth, in accordance with a Survey and Plan of Property made by Surveyor and Regulator of the 3rd Survey District, as follows, to wit:

BEGINNING at a point of intersection formed by the Easterly side of 5th Street (variable width) and the Southerly side of Ludlow Street (28.75 feet wide), thence extending Eastwardly along the said Southerly side of Ludlow Street the distance of 362.57 feet to a point on the Westerly side of 4th Street (variable width), thence extending Southwardly along the said westerly side of 4th Street 131.82 feet to a point on the Northerly side of Ranstead Street (variable width), thence Westwardly along the said Northerly side of Ranstead Street 362.37 feet to a point on the said Easterly side of 5th Street, thence Northwardly along the said Easterly side of 5th Street 131.82 feet to a point on the Southerly side of Ludlow Street being the first mentioned point and place of BEGINNING.

TOGETHER with a permanent and perpetual right and easement for support and access in favor of the parcel described as follows:

ALL THAT CERTAIN LAND, property and space with the improvements thereon.

Reference No.: 3207M.033-036
Matter Name: Independence Portfolio
CLO: KREF 2018-FL1

SITUATE in the 5th Ward of the City of Philadelphia, Commonwealth of Pennsylvania, located at and below the plane formed by the top of a slab forming the floor of the former 3rd floor now the existing 5th floor, the top of which slab has an elevation of 69.39 feet above City Datum, being within and bounded by surfaces formed by projecting vertically between the aforesaid planes, the boundaries of a parcel of land bounded and described with dimensions on the surface of earth in accordance with a Survey and Plan of property prepared by Barton and Martin, Engineers, dated May 26, 1998, and revised June 22, 1998 as follows, to wit:

BEGINNING at a point of intersection formed by the Easterly side of 5th Street (variable width) and the Southerly side of Ludlow Street (28.75 feet wide), thence extending Eastwardly along the said Southerly side of Ludlow Street the distance of 362.57 feet to a point on the Westerly side of 4th Street (variable width), thence Southwardly along the said Westerly side of 4th Street 131.82 feet to a point on the Northerly side of Ranstead Street (variable width), thence Westwardly along said Northerly side of Ranstead Street 362.37 feet to a point on the said Easterly side of 5th Street, thence Northwardly along the said Easterly side of 5th Street 131.82 feet to a point on the Southerly side of Ludlow Street being the first mentioned point and place of BEGINNING.

BEING 111 South Independence Mall East A, 111 South Independence Mall East B, Philadelphia, Pennsylvania 19106

BEING OPA Nos. 883101010 and 883101510

Leasehold Parcel:

That certain Market area as defined in that certain unrecorded Master Lease effective July 1, 2017, between Bourse Mall Associates, L.P. and Bourse Food Hall, LLC and further specified in Exhibit A to the Lease.

LESS AND EXCEPT ANY AND ALL PROPERTY PREVIOUSLY RELEASED OF RECORD.

Reference No.: 3207M.033-036
Matter Name: Independence Portfolio
CLO: KREF 2018-FL1

eRecorded in Philadelphia PA 05/30/2019 11:51 AM Page 1 of 8 Rec Fee: $224.75
Receipt#: 19-51972
Records Department Doc Code: A

ASSIGNMENT OF OPEN-END FEE AND LEASEHOLD MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING

KREF CLO LOAN SELLER LLC, a Delaware limited liability company
(Assignor)

to

KREF 2018-FL1 LTD., an exempted company incorporated in the Cayman Islands with limited liability
(Assignee)

Dated as of May 16, 2019, effective as of May 16, 2019

County of Philadelphia
State of Pennsylvania

DOCUMENT PREPARED BY AND WHEN RECORDED, RETURN TO:
McCoy & Orta, P.C.
100 North Broadway, 26th Floor
Oklahoma City, Oklahoma 73102
Telephone: 888-236-0007

I do certify that the precise address of the within named Assignee is as it appears in the body of this instrument.

Nick Barzellone

ASSIGNMENT OF OPEN-END FEE AND LEASEHOLD MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING

Dated as of May 16, 2019, effective as of May 16, 20199, **KREF CLO LOAN SELLER LLC, a Delaware limited liability company**, having an address at c/o KKR Real Estate Finance Manager LLC, 9 West 57th Street, Suite 4200, New York, NY 10019 ("Assignor"), as the holder of the instrument hereinafter described and for valuable consideration hereby assigns, sells, transfers and delivers to **KREF 2018-FL1 LTD., an exempted company incorporated in the Cayman Islands with limited liability**, having an address at c/o KKR Real Estate Finance Manager LLC, 9 West 57th Street, Suite 4200, New York, NY 10019, ("Assignee"), its successors, participants and assigns, all right, title and interest of Assignor in and to that certain:

OPEN-END FEE AND LEASEHOLD MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING made by 400 MARKET L.P., a Pennsylvania limited partnership, CONSTITUTION PARTNERS, L.P., a Pennsylvania limited partnership, BOURSE MALL ASSOCIATES, L.P., a Pennsylvania limited partnership, BOURSE TOWER ASSOCIATES, L.P., a Pennsylvania limited partnership, BOURSE GARAGE ASSOCIATES, a Pennsylvania limited partnership and BOURSE FOOD HALL, LLC, a Pennsylvania limited liability company to KREF CAPITAL LLC, a Delaware limited liability company dated as of April 5, 2019 and effective as of April 11, 2019 and recorded on April 16, 2019, as Document Number 53501510 in the Recorder's Office of the Recorder of Deeds of Philadelphia County, Pennsylvania ("Recorder's Office"), (as the same may have been amended, modified, restated, supplemented, renewed or extended), securing payment of note(s) of even date therewith, in the principal amount of $182,600,000.00, and creating a lien on the property described in Exhibit A attached hereto and by this reference made a part hereof.

The Mortgage was assigned to KREF CLO LOAN SELLER LLC, a Delaware limited liability company, by assignment instrument(s) dated as of May 16, 2019 and effective as of May 16, 2019 and being recorded simultaneously herewith in the Recorder's Office.

Together with any and all other liens, privileges, security interests, rights, entitlements, equities, claims and demands as to which Assignor hereunder possesses or to which Assignor is otherwise entitled as additional security for the payment of the notes and other obligations described herein.

This instrument shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

Reference No.: 3207M.033-036
Matter Name: Independence Portfolio
CLO: KREF 2018-FL1

IN WITNESS WHEREOF, the Assignor has caused this instrument to be executed this 16 day of May, 2019.

ASSIGNOR:
KREF CLO LOAN SELLER LLC, a Delaware limited liability company

By: _____
Name: PATRICK MATTSON
Title: AUTHORIZED SIGNATORY

ACKNOWLEDGEMENT

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

On this 16th day of MAY, 2019, before me, the undersigned, a Notary Public in and for said state, personally appeared PATRICK MATTSON as AUTHORIZED SIGNATORY of KREF CLO LOAN SELLER LLC, a Delaware limited liability company, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature: _____
Notary Public

My Commission Expires:
8/6/2020

ALISON E FREDERICK
NOTARY PUBLIC STATE OF NEW YORK
NEW YORK COUNTY
LIC. # 01FR6346159
COMM. EXP. 8/6/2020

Reference No.: 3207M.033-036
Matter Name: Independence Portfolio
CLO: KREF 2018-FL1

EXHIBIT A

LEGAL DESCRIPTION

Parcel 1:

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected.

SITUATE in the 5th Ward of the City of Philadelphia, described according to a Plan of Property made for Mall Building Joint Venture by Barton and Martin Engineers dated 8/4/1983 and recorded 8/31/1983 as follows, to wit:

BEGINNING at the point of intersection of the East side of 4th Street (65 feet wide) and the North side of Chestnut Street (60 feet wide); thence extending in a Northerly direction along the Easterly side of 4th Street, 159 feet, 9-3/4 inches to a point; thence extending in an Easterly direction on a line at right angles to 4th Street and passing through a wall 74 feet, 9-1/4 inches to a point; thence extending in a Northerly direction on a line at right angles to Chestnut Street and passing through a wall 15 feet, 1/4 of an inch to a point; thence extending in an Easterly direction on a line parallel with Chestnut Street and passing through a wall 75 feet, 3-3/4 inches to a point; thence extending in a Southerly direction on a line parallel with Orianna Street 17 feet, 6 inches wide and passing through a wall the distance of 10 feet, 9 inches to a point; thence extending in a Westerly direction on a line parallel with Chestnut Street and passing through a wall 00 feet, 9 inches to a point; thence extending in a Southerly direction on the line parallel with Orianna Street and passing through a wall 164 feet, 3 inches to a point on the North side of Chestnut Street; thence extending in a Westerly direction along the North side of Chestnut Street 150 feet, 1 and 5/8 inches to the point of intersection of the North side of Chestnut Street and the East side of 4th Street being the first mentioned point and place of beginning.

BEING 325-41 Chestnut Street, Philadelphia, Pennsylvania

BEING OPA NO. 88-3302500

Parcel 2:

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected.

SITUATE in the 5th Ward of the City of Philadelphia, Commonwealth of Pennsylvania described in accordance with a Survey and Plan of Property made for the Ludlow Fourth Company by Barton and Martin Engineers dated February 23, 1998, last revised 1/11/2001, as follows:

BEGINNING at a point marking the intersection of the South side of Market Street (100 feet wide) and the West side of 4th Street (68.21 feet wide); thence extending along the said side of 4th Street in a Southerly direction 113 feet 3 inches to a point on the intersection of the West side of 4th Street and the North side of Ludlow Street (28.75 feet wide); thence extending along the said side of Ludlow Street in a Westerly direction 163 feet 11-1/4 inches to a point; thence extending in a Northerly direction at right angles to Ludlow Street and Market Street and along the West face of a wall 113 feet 3 inches to a point on the South side of Market Street; thence extending along the said side of Market Street in an Easterly direction 165 feet 4-1/4 inches to the first mentioned point and place of beginning.

BEING 400 Market Street, Philadelphia, Pennsylvania

BEING OPA NO. 88-3012000

Parcel 3:

ALL THAT CERTAIN piece of ground with buildings and improvements thereon erected.

SITUATE in the 5th Ward, City of Philadelphia, Commonwealth of Pennsylvania, as shown on Plan of subdivision prepared by Alpha Engineering Associates, Inc., Trevose, Pennsylvania dated February 9, 1987 last revised March 8, 1988 and more particularly described as follows, to wit:

BEGINNING at a point on the Westerly side of 4th Street (50 feet wide), said point being a distance of 54 feet, 10 inches Northwardly from the intersection of the Northerly side of Chestnut Street (60 feet wide) and said Westerly side of 4th Street;

Thence from said point of beginning, Westwardly on a line parallel with said Chestnut Street, passing into a wall, the distance of 141 feet, 4-7/8 inches to a point; thence Northwardly, partially passing through and along said wall, the distance of 109 feet, 3 inches to a point on the Southerly side of Ranstead Street (variable width); thence Eastwardly, along the said side of Ranstead Street, the distance of 141 feet, 6-5/8 inches to a point, said point being the intersection of the said Southerly side of Ranstead Street and the Westerly side of said 4th Street; thence Southwardly, along the said side of 4th Street, the distance of 109 feet, 0-3/4 inches to the first mentioned point and place of BEGINNING.

BEING 400 Ranstead Street, Philadelphia, Pennsylvania 19106 .

BEING OPA NO. 883409600

Parcel 4:

PREMISES A

ALL THAT CERTAIN land, property and space with the improvements thereon, SITUATE in the 5th Ward of the City of Philadelphia, Commonwealth of Pennsylvania, located at and beneath the plane formed by the top of a slab forming the floor of the former 3rd floor now the existing 5th floor, the top of which slab has an elevation of 69.39 feet above City Datum, being within and bounded by surfaces formed by projecting vertically between the aforesaid planes, the boundaries of a parcel of land bounded and described with dimensions on the surface of earth, in accordance with a Survey and Plan of Property made by Surveyor and Regulator of the 3rd Survey District, as follows, to wit:

BEGINNING at a point of intersection formed by the Easterly side of 5th Street (variable width) and the Southerly side of Ludlow Street (28.75 feet wide), thence extending Eastwardly along the said Southerly side of Ludlow Street the distance of 362.57 feet to a point on the Westerly side of 4th Street (variable width), thence extending Southwardly along the said Westerly side of 4th Street 131.82 feet to a point on the Northerly side of Ranstead Street (Variable Width), thence Westwardly along the said Northerly side of Ranstead Street 362.37 feet to a point on the said Easterly side of 5th Street, thence Northwardly along the said Easterly side of 5th Street 131.82 feet to a point on the Southerly side of Ludlow Street being the first mentioned point and place of BEGINNING.

TOGETHER with a permanent and perpetual right and easement for support and access in favor of the parcel described as follows:

ALL THAT CERTAIN LAND, property and space with the improvements thereon, SITUATE in the 5th Ward of the City of Philadelphia,

Commonwealth of Pennsylvania, located at and above the plane formed by the top of a slab forming the floor of the former 3rd floor now the existing 5th floor, the top of which slab has an elevation of 69.39 feet above City Datum, being within and bounded by surfaces formed by projecting vertically between the aforesaid planes, the boundaries of a parcel of land bounded and described with dimensions on the surface of earth in accordance with a Survey and Plan of property prepared by Barton and Martin, Engineers, dated May 26, 1998, and revised June 22, 1998 as follows, to wit:

BEGINNING at a point of intersection formed by the Easterly side of 5th Street (variable width) and the Southerly side of Ludlow Street (28.75 feet wide), thence extending Eastwardly along the said Southerly side of Ludlow Street the distance of 362.57 feet to a point on the Westerly side of 4th Street (variable width), thence Southwardly along the said Westerly side of 4th Street 131.82 feet to a point on the Northerly side of Ranstead Street (variable width), thence Westwardly along said Northerly side of Ranstead Street 362.37 feet to a point on the said Easterly side of 5th Street, thence Northwardly along the said Easterly side of 5th Street 131.82 feet to a point on the Southerly side of Ludlow Street being the first mentioned point and place of BEGINNING.

PREMISES B

ALL THAT CERTAIN land, property and space with the improvements thereon, SITUATE in the 5th Ward of the City of Philadelphia, Commonwealth of Pennsylvania, located at and above the plane formed by the top of a slab forming the floor of the former 3rd floor now the existing 5th floor, the top of which slab has an elevation of 69.39 feet above City Datum, being within and bounded by surfaces formed by projecting vertically between the aforesaid planes, the boundaries of a parcel of land bounded and described with dimensions on the surface of earth, in accordance with a Survey and Plan of Property made by Surveyor and Regulator of the 3rd Survey District, as follows, to wit:

BEGINNING at a point of intersection formed by the Easterly side of 5th Street (variable width) and the Southerly side of Ludlow Street (28.75 feet wide), thence extending Eastwardly along the said Southerly side of Ludlow Street the distance of 362.57 feet to a point on the Westerly side of 4th Street (variable width), thence extending Southwardly along the said westerly side of 4th Street 131.82 feet to a point on the Northerly side of Ranstead Street (variable width), thence Westwardly along the said Northerly side of Ranstead Street 362.37 feet to a point on the said Easterly side of 5th Street, thence Northwardly along the said Easterly side of 5th Street 131.82 feet to a point on the Southerly side of Ludlow Street being the first mentioned point and place of BEGINNING.

TOGETHER with a permanent and perpetual right and easement for support and access in favor of the parcel described as follows:

ALL THAT CERTAIN LAND, property and space with the improvements thereon.

SITUATE in the 5th Ward of the City of Philadelphia, Commonwealth of Pennsylvania, located at and below the plane formed by the top of a slab forming the floor of the former 3rd floor now the existing 5th floor, the top of which slab has an elevation of 69.39 feet above City Datum, being within and bounded by surfaces formed by projecting vertically between the aforesaid planes, the boundaries of a parcel of land bounded and described with dimensions on the surface of earth in accordance with a Survey and Plan of property prepared by Barton and Martin, Engineers, dated May 26, 1998, and revised June 22, 1998 as follows, to wit:

BEGINNING at a point of intersection formed by the Easterly side of 5th Street (variable width) and the Southerly side of Ludlow Street (28.75 feet wide), thence extending Eastwardly along the said Southerly side of Ludlow Street the distance of 362.57 feet to a point on the Westerly side of 4th Street (variable width), thence Southwardly along the said Westerly side of 4th Street 131.82 feet to a point on the Northerly side of Ranstead Street (variable width), thence Westwardly along said Northerly side of Ranstead Street 362.37 feet to a point on the said Easterly side of 5th Street, thence Northwardly along the said Easterly side of 5th Street 131.82 feet to a point on the Southerly side of Ludlow Street being the first mentioned point and place of BEGINNING.

BEING 111 South Independence Mall East A, 111 South Independence Mall East B, Philadelphia, Pennsylvania 19106

BEING OPA Nos. 883101010 and 883101510

Leasehold Parcel:

That certain Market area as defined in that certain unrecorded Master Lease effective July 1, 2017, between Bourse Mall Associates, L.P. and Bourse Food Hall, LLC and further specified in Exhibit A to the Lease.

LESS AND EXCEPT ANY AND ALL PROPERTY PREVIOUSLY RELEASED OF RECORD.

Reference No.: 3207M.033-036
Matter Name: Independence Portfolio
CLO: KREF 2018-FL1

eRecorded in Philadelphia PA 07/15/2024 12:41 PM
12/14/2021 07:58 AM Page 1 of 9 Rec Fee: $224.75
Receipt#: 21-122582
Records Department Doc Code: A

ASSIGNMENT OF OPEN-END FEE AND LEASEHOLD MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING

KREF 2018-FL1 LTD., an exempted company incorporated in the Cayman Islands with limited liability
(Assignor)

to

KREF CLO HOLDINGS LLC, a Delaware limited liability company
(Assignee)

Dated August 9, 2021 and effective as of August 16, 2021

Property Address(es): 325-41 Chestnut Street, 400 Market Street, 400 Ranstead Street, 111 S. Independence Mall East A and 111 S. Independence Mall East B, Philadelphia, PA
County of Philadelphia
State of Pennsylvania

DOCUMENT PREPARED BY AND WHEN RECORDED, RETURN TO:
McCoy & Orta, P.C.
100 North Broadway, 26th Floor
Oklahoma City, Oklahoma 73102
Telephone: 888-236-0007

I do certify that the precise address of the within named Assignee is as it appears in the body of this instrument.

Vanessa A. Orta

ASSIGNMENT OF OPEN-END FEE AND LEASEHOLD MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING

Effective as of the 16th day of August, 2021, **KREF 2018-FL1 LTD., an exempted company incorporated in the Cayman Islands with limited liability**, having an address at c/o KKR Real Estate Finance Manager LLC, 30 Hudson Yards, Suite 7500, New York, NY 10001 ("Assignor"), as the holder of the instrument hereinafter described and for valuable consideration hereby assigns, sells, transfers and delivers **KREF CLO HOLDINGS LLC, a Delaware limited liability company**, having an address at c/o KKR Real Estate Finance Manager LLC, 30 Hudson Yards, Suite 7500, New York, NY 10001 ("Assignee"), its successors, participants and assigns, without recourse, all right, title and interest of Assignor, in and to that certain:

OPEN-END FEE AND LEASEHOLD MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING made by 400 MARKET L.P., a Pennsylvania limited partnership, CONSTITUTION PARTNERS, L.P., a Pennsylvania limited partnership, BOURSE MALL ASSOCIATES, L.P., a Pennsylvania limited partnership, BOURSE TOWER ASSOCIATES, L.P., a Pennsylvania limited partnership, BOURSE GARAGE ASSOCIATES, a Pennsylvania limited partnership and BOURSE FOOD HALL, LLC, a Pennsylvania limited liability company to KREF CAPITAL LLC, a Delaware limited liability company dated as of April 5, 2019, effective as of April 11, 2019 and recorded on April 16, 2019, as Document Number 53501510 in the Recorder's Office of Philadelphia County, Pennsylvania ("Recorder's Office") (as the same may have been amended, modified, restated, supplemented, renewed or extended, the "Mortgage"), securing payment of note(s) of even date therewith, in the principal amount of $182,600,000.00, and creating a lien on the property described in Exhibit A attached hereto and by this reference made a part hereof.

The Mortgage was assigned to KREF CLO LOAN SELLER LLC, a Delaware limited liability company, by assignment instrument dated and effective as of May 16, 2019 and recorded on May 30, 2019, as Document Number 53518699, in the Recorder's Office.

The Mortgage was further assigned to KREF 2018-FL1 LTD., an exempted company incorporated in the Cayman Islands with limited liability, by assignment instrument dated and effective as of May 16, 2019 and recorded on May 30, 2019, as Document Number 53518707, in the Recorder's Office.

Reference No.: 3256M.011-014
Matter Name: Independence Portfolio
Pool: KREF 2021-FL2

Together with any and all other liens, privileges, security interests, rights, entitlements, equities, claims and demands as to which Assignor hereunder possesses or to which Assignor is otherwise entitled as additional security for the payment of the notes and other obligations described herein.

This instrument shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE(S) ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Assignor has caused this instrument to be executed this 9 day of August, 2021, to be effective as of the date first written above.

ASSIGNOR:

KREF 2018-FL1 LTD., an exempted company incorporated in the Cayman Islands with limited liability

By: KKR Real Estate Finance Manager LLC, solely in its capacity as Collateral Manager under the Collateral Management Agreement and the Servicing Agreement

By: _____
Name: Patrick Mattson
Title: Authorized Signatory

ACKNOWLEDGMENT

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

On this 9 day of August, 2021, before me, the undersigned, a Notary Public in and for said state, personally appeared Patrick Mattson as Authorized Signatory of KKR Real Estate Finance Manager LLC, solely in its capacity as Collateral Manager under the Collateral Management Agreement and the Servicing Agreement of KREF 2018-FL1 LTD., an exempted company incorporated in the Cayman Islands with limited liability, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

_____
Name of Notary Public Taylor McGee
My Commission Expires: July 30, 2022

TAYLOR M MCGEE
Notary Public - State of New York
NO. 01MC6378566
Qualified in New York County
My Commission Expires Jul 30, 2022

Reference No.: 3256M.011-014
Matter Name: Independence Portfolio
Pool: KREF 2021-FL2

EXHIBIT A

LEGAL DESCRIPTION

Parcel 1:

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected.

SITUATE in the 5th Ward of the City of Philadelphia, described according to a Plan of Property made for Mall Building Joint Venture by Barton and Martin Engineers dated 8/4/1983 and recorded 8/31/1983 as follows, to wit:

BEGINNING at the point of intersection of the East side of 4th Street (65 feet wide) and the North side of Chestnut Street (60 feet wide); thence extending in a Northerly direction along the Easterly side of 4th Street, 159 feet, 9-3/4 inches to a point; thence extending in an Easterly direction on a line at right angles to 4th Street and passing through a wall 74 feet, 9-1/4 inches to a point; thence extending in a Northerly direction on a line at right angles to Chestnut Street and passing through a wall 15 feet, 1/4 of an inch to a point; thence extending in an Easterly direction on a line parallel with Chestnut Street and passing through a wall 75 feet, 3-3/4 inches to a point; thence extending in a Southerly direction on a line parallel with Orianna Street 17 feet, 6 inches wide and passing through a wall the distance of 10 feet, 9 inches to a point; thence extending in a Westerly direction on a line parallel with Chestnut Street and passing through a wall 00 feet, 9 inches to a point; thence extending in a Southerly direction on the line parallel with Orianna Street and passing through a wall 164 feet, 3 inches to a point on the North side of Chestnut Street; thence extending in a Westerly direction along the North side of Chestnut Street 150 feet, 1 and 5/8 inches to the point of intersection of the North side of Chestnut Street and the East side of 4th Street being the first mentioned point and place of beginning.

BEING 325-41 Chestnut Street, Philadelphia, Pennsylvania

BEING OPA NO. 88-3302500

Parcel 2:

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected.

SITUATE in the 5th Ward of the City of Philadelphia, Commonwealth of Pennsylvania described in accordance with a Survey and Plan of Property made for the Ludlow Fourth Company by Barton and Martin Engineers dated February 23, 1998, last revised 1/11/2001, as follows:

BEGINNING at a point marking the intersection of the South side of Market Street (100 feet wide) and the West side of 4th Street (68.21 feet wide); thence extending along the said side of 4th Street in a Southerly direction 113 feet 3 inches to a point on the intersection of the West side of 4th Street and the North side of Ludlow Street (28.75 feet wide); thence extending along the said side of Ludlow Street in a Westerly direction 163 feet 11-1/4 inches to a point; thence extending in a Northerly direction at right angles to Ludlow Street and Market Street and along the West face of a wall 113 feet 3 inches to a point on the South side of Market Street; thence extending along the said side of Market Street in an Easterly direction 165 feet 4-1/4 inches to the first mentioned point and place of beginning.

BEING 400 Market Street, Philadelphia, Pennsylvania

BEING OPA NO. 88-3012000

Parcel 3:

ALL THAT CERTAIN piece of ground with buildings and improvements thereon erected.

SITUATE in the 5th Ward, City of Philadelphia, Commonwealth of Pennsylvania, as shown on Plan of subdivision prepared by Alpha Engineering Associates, Inc., Trevose, Pennsylvania dated February 9, 1987 last revised March 8, 1988 and more particularly described as follows, to wit:

BEGINNING at a point on the Westerly side of 4th Street (50 feet wide), said point being a distance of 54 feet, 10 inches Northwardly from the intersection of the Northerly side of Chestnut Street (60 feet wide) and said Westerly side of 4th Street;

Thence from said point of beginning, Westwardly on a line parallel with said Chestnut Street, passing into a wall, the distance of 141 feet, 4-7/8 inches to a point; thence Northwardly, partially passing through and along said wall, the distance of 109 feet, 3 inches to a point on the Southerly side of Ranstead Street (variable width); thence Eastwardly, along the said side of Ranstead Street, the distance of 141 feet, 6-5/8 inches to a point, said point being the intersection of the said Southerly side of Ranstead Street and the Westerly side of said 4th Street; thence Southwardly, along the said side of 4th Street, the distance of 109 feet, 0-3/4 inches to the first mentioned point and place of BEGINNING.

BEING 400 Ranstead Street, Philadelphia, Pennsylvania 19106

BEING OPA NO. 883409600

Parcel 4:

PREMISES A

ALL THAT CERTAIN land, property and space with the improvements thereon, SITUATE in the 5th Ward of the City of Philadelphia, Commonwealth of Pennsylvania, located at and beneath the plane formed by the top of a slab forming the floor of the former 3rd floor now the existing 5th floor, the top of which slab has an elevation of 69.39 feet above City Datum, being within and bounded by surfaces formed by projecting vertically between the aforesaid planes, the boundaries of a parcel of land bounded and described with dimensions on the surface of earth, in accordance with a Survey and Plan of Property made by Surveyor and Regulator of the 3rd Survey District, as follows, to wit:

BEGINNING at a point of intersection formed by the Easterly side of 5th Street (variable width) and the Southerly side of Ludlow Street (28.75 feet wide), thence extending Eastwardly along the said Southerly side of Ludlow Street the distance of 362.57 feet to a point on the Westerly side of 4th Street (variable width), thence extending Southwardly along the said Westerly side of 4th Street 131.82 feet to a point on the Northerly side of Ranstead Street (Variable Width), thence Westwardly along the said Northerly side of Ranstead Street 362.37 feet to a point on the said Easterly side of 5th Street, thence Northwardly along the said Easterly side of 5th Street 131.82 feet to a point on the Southerly side of Ludlow Street being the first mentioned point and place of BEGINNING.

TOGETHER with a permanent and perpetual right and easement for support and access in favor of the parcel described as follows:

ALL THAT CERTAIN LAND, property and space with the improvements thereon, SITUATE in the 5th Ward of the City of Philadelphia,

Commonwealth of Pennsylvania, located at and above the plane formed by the top of a slab forming the floor of the former 3rd floor now the existing 5th floor, the top of which slab has an elevation of 69.39 feet above City Datum, being within and bounded by surfaces formed by projecting vertically between the aforesaid planes, the boundaries of a parcel of land bounded and described with dimensions on the surface of earth in accordance with a Survey and Plan of property prepared by Barton and Martin, Engineers, dated May 26, 1998, and revised June 22, 1998 as follows, to wit:

BEGINNING at a point of intersection formed by the Easterly side of 5th Street (variable width) and the Southerly side of Ludlow Street (28.75 feet wide), thence extending Eastwardly along the said Southerly side of Ludlow Street the distance of 362.57 feet to a point on the Westerly side of 4th Street (variable width), thence Southwardly along the said Westerly side of 4th Street 131.82 feet to a point on the Northerly side of Ranstead Street (variable width), thence Westwardly along said Northerly side of Ranstead Street 362.37 feet to a point on the said Easterly side of 5th Street, thence Northwardly along the said Easterly side of 5th Street 131.82 feet to a point on the Southerly side of Ludlow Street being the first mentioned point and place of BEGINNING.

PREMISES B

ALL THAT CERTAIN land, property and space with the improvements thereon, SITUATE in the 5th Ward of the City of Philadelphia, Commonwealth of Pennsylvania, located at and above the plane formed by the top of a slab forming the floor of the former 3rd floor now the existing 5th floor, the top of which slab has an elevation of 69.39 feet above City Datum, being within and bounded by surfaces formed by projecting vertically between the aforesaid planes, the boundaries of a parcel of land bounded and described with dimensions on the surface of earth, in accordance with a Survey and Plan of Property made by Surveyor and Regulator of the 3rd Survey District, as follows, to wit:

BEGINNING at a point of intersection formed by the Easterly side of 5th Street (variable width) and the Southerly side of Ludlow Street (28.75 feet wide), thence extending Eastwardly along the said Southerly side of Ludlow Street the distance of 362.57 feet to a point on the Westerly side of 4th Street (variable width), thence extending Southwardly along the said westerly side of 4th Street 131.82 feet to a point on the Northerly side of Ranstead Street (variable width), thence Westwardly along the said Northerly side of Ranstead Street 362.37 feet to a point on the said Easterly side of 5th Street, thence Northwardly along the said Easterly side of 5th Street 131.82 feet to a point on the Southerly side of Ludlow Street being the first mentioned point and place of BEGINNING.

TOGETHER with a permanent and perpetual right and easement for support and access in favor of the parcel described as follows:

ALL THAT CERTAIN LAND, property and space with the improvements thereon.

SITUATE in the 5th Ward of the City of Philadelphia, Commonwealth of Pennsylvania, located at and below the plane formed by the top of a slab forming the floor of the former 3rd floor now the existing 5th floor, the top of which slab has an elevation of 69.39 feet above City Datum, being within and bounded by surfaces formed by projecting vertically between the aforesaid planes, the boundaries of a parcel of land bounded and described with dimensions on the surface of earth in accordance with a Survey and Plan of property prepared by Barton and Martin, Engineers, dated May 26, 1998, and revised June 22, 1998 as follows, to wit:

BEGINNING at a point of intersection formed by the Easterly side of 5th Street (variable width) and the Southerly side of Ludlow Street (28.75 feet wide), thence extending Eastwardly along the said Southerly side of Ludlow Street the distance of 362.57 feet to a point on the Westerly side of 4th Street (variable width), thence Southwardly along the said Westerly side of 4th Street 131.82 feet to a point on the Northerly side of Ranstead Street (variable width), thence Westwardly along said Northerly side of Ranstead Street 362.37 feet to a point on the said Easterly side of 5th Street, thence Northwardly along the said Easterly side of 5th Street 131.82 feet to a point on the Southerly side of Ludlow Street being the first mentioned point and place of BEGINNING.

BEING 111 South Independence Mall East A, 111 South Independence Mall East B, Philadelphia, Pennsylvania 19106

BEING OPA Nos. 883101010 and 883101510

Leasehold Parcel:

That certain Market area as defined in that certain unrecorded Master Lease effective July 1, 2017, between Bourse Mall Associates, L.P. and Bourse Food Hall, LLC and further specified in Exhibit A to the Lease.

eRecorded in Philadelphia PA 12/14/2021 07:58 AM
Receipt#: 21-122582
Records Department
Page 1 of 9
Doc Code: A
Rec Fee: $224.75
Case 24-13568-pmm Doc 15-3 Filed 11/07/24 Page 1 of 9
11/07/2024 12:41 PM

ASSIGNMENT OF OPEN-END FEE AND LEASEHOLD MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING

KREF CLO HOLDINGS LLC, a Delaware limited liability company
(Assignor)

to

KREF CLO LOAN SELLER LLC, a Delaware limited liability company
(Assignee)

Dated August 9, 2021 and effective as of August 16, 2021

Property Address(es): 325-41 Chestnut Street, 400 Market Street, 400 Ranstead Street, 111 S. Independence Mall East A and 111 S. Independence Mall East B, Philadelphia, PA
County of Philadelphia
State of Pennsylvania

DOCUMENT PREPARED BY AND WHEN RECORDED, RETURN TO:
McCoy & Orta, P.C.
100 North Broadway, 26th Floor
Oklahoma City, Oklahoma 73102
Telephone: 888-236-0007

I do certify that the precise address of the within named Assignee is as it appears in the body of this instrument.

Vanessa A. Orta

ASSIGNMENT OF OPEN-END FEE AND LEASEHOLD MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING

Effective as of the 16th day of August, 2021, **KREF CLO HOLDINGS LLC, a Delaware limited liability company**, having an address at c/o KKR Real Estate Finance Manager LLC, 30 Hudson Yards, Suite 7500, New York, NY 10001 ("Assignor"), as the holder of the instrument hereinafter described and for valuable consideration hereby assigns, sells, transfers and delivers to **KREF CLO LOAN SELLER LLC, a Delaware limited liability company**, having an address at c/o KKR Real Estate Finance Manager LLC, 30 Hudson Yards, Suite 7500, New York, NY 10001 ("Assignee"), its successors, participants and assigns, without recourse, all right, title and interest of Assignor, in and to that certain:

OPEN-END FEE AND LEASEHOLD MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING made by 400 MARKET L.P., a Pennsylvania limited partnership, CONSTITUTION PARTNERS, L.P., a Pennsylvania limited partnership, BOURSE MALL ASSOCIATES, L.P., a Pennsylvania limited partnership, BOURSE TOWER ASSOCIATES, L.P., a Pennsylvania limited partnership, BOURSE GARAGE ASSOCIATES, a Pennsylvania limited partnership and BOURSE FOOD HALL, LLC, a Pennsylvania limited liability company to KREF CAPITAL LLC, a Delaware limited liability company dated as of April 5, 2019, effective as of April 11, 2019 and recorded on April 16, 2019, as Document Number 53501510 in the Recorder's Office of Philadelphia County, Pennsylvania ("Recorder's Office") (as the same may have been amended, modified, restated, supplemented, renewed or extended, the "Mortgage"), securing payment of note(s) of even date therewith, in the principal amount of $182,600,000.00, and creating a lien on the property described in Exhibit A attached hereto and by this reference made a part hereof.

The Mortgage was assigned to KREF CLO LOAN SELLER LLC, a Delaware limited liability company, by assignment instrument dated and effective as of May 16, 2019 and recorded on May 30, 2019, as Document Number 53518699, in the Recorder's Office.

The Mortgage was further assigned to KREF 2018-FL1 LTD., an exempted company incorporated in the Cayman Islands with limited liability, by assignment instrument dated and effective as of May 16, 2019 and recorded on May 30, 2019, as Document Number 53518707, in the Recorder's Office.

The Mortgage was thereafter assigned to KREF CLO HOLDINGS LLC, a Delaware limited liability company, by assignment instrument dated as of August 9, 2021 and effective as of August 16, 2021 and being recorded prior to the recording of this instrument in the Recorder's Office.

Together with any and all other liens, privileges, security interests, rights, entitlements, equities, claims and demands as to which Assignor hereunder possesses or to which Assignor is otherwise entitled as additional security for the payment of the notes and other obligations described herein.

This instrument shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE(S) ON THE FOLLOWING PAGE]

9 IN WITNESS WHEREOF, the Assignor has caused this instrument to be executed this 9 day of August, 2021, to be effective as of the date first written above.

ASSIGNOR:

KREF CLO HOLDINGS LLC, a Delaware limited liability company

By: _____
Name: Patrick Mattson
Title: Chief Operating Officer and Secretary

ACKNOWLEDGMENT

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

On this 9 day of August, 2021, before me, the undersigned, a Notary Public in and for said state, personally appeared Patrick Mattson as Chief Operating Officer and Secretary of KREF CLO HOLDINGS LLC, a Delaware limited liability company, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

_____
Name of Notary Public Taylor McGee
My Commission Expires: July 30, 2022

Reference No.: 3256M.011-014
Matter Name: Independence Portfolio
Pool: KREF 2021-FL2

TAYLOR M MCGEE
Notary Public - State of New York
NO. 01MC6378566
Qualified in New York County
My Commission Expires Jul 30, 2022

EXHIBIT A

LEGAL DESCRIPTION

Parcel 1:

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected.

SITUATE in the 5th Ward of the City of Philadelphia, described according to a Plan of Property made for Mall Building Joint Venture by Barton and Martin Engineers dated 8/4/1983 and recorded 8/31/1983 as follows, to wit:

BEGINNING at the point of intersection of the East side of 4th Street (65 feet wide) and the North side of Chestnut Street (60 feet wide); thence extending in a Northerly direction along the Easterly side of 4th Street, 159 feet, 9-3/4 inches to a point; thence extending in an Easterly direction on a line at right angles to 4th Street and passing through a wall 74 feet, 9-1/4 inches to a point; thence extending in a Northerly direction on a line at right angles to Chestnut Street and passing through a wall 15 feet, 1/4 of an inch to a point; thence extending in an Easterly direction on a line parallel with Chestnut Street and passing through a wall 75 feet, 3-3/4 inches to a point; thence extending in a Southerly direction on a line parallel with Orianna Street 17 feet, 6 inches wide and passing through a wall the distance of 10 feet, 9 inches to a point; thence extending in a Westerly direction on a line parallel with Chestnut Street and passing through a wall 00 feet, 9 inches to a point; thence extending in a Southerly direction on the line parallel with Orianna Street and passing through a wall 164 feet, 3 inches to a point on the North side of Chestnut Street; thence extending in a Westerly direction along the North side of Chestnut Street 150 feet, 1 and 5/8 inches to the point of intersection of the North side of Chestnut Street and the East side of 4th Street being the first mentioned point and place of beginning.

BEING 325-41 Chestnut Street, Philadelphia, Pennsylvania

BEING OPA NO. 88-3302500

Parcel 2:

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected.

SITUATE in the 5th Ward of the City of Philadelphia, Commonwealth of Pennsylvania described in accordance with a Survey and Plan of Property made for the Ludlow Fourth Company by Barton and Martin Engineers dated February 23, 1998, last revised 1/11/2001, as follows:

BEGINNING at a point marking the intersection of the South side of Market Street (100 feet wide) and the West side of 4th Street (68.21 feet wide); thence extending along the said side of 4th Street in a Southerly direction 113 feet 3 inches to a point on the intersection of the West side of 4th Street and the North side of Ludlow Street (28.75 feet wide); thence extending along the said side of Ludlow Street in a Westerly direction 163 feet 11-1/4 inches to a point; thence extending in a Northerly direction at right angles to Ludlow Street and Market Street and along the West face of a wall 113 feet 3 inches to a point on the South side of Market Street; thence extending along the said side of Market Street in an Easterly direction 165 feet 4-1/4 inches to the first mentioned point and place of beginning.

BEING 400 Market Street, Philadelphia, Pennsylvania

BEING OPA NO. 88-3012000

Parcel 3:

ALL THAT CERTAIN piece of ground with buildings and improvements thereon erected.

SITUATE in the 5th Ward, City of Philadelphia, Commonwealth of Pennsylvania, as shown on Plan of subdivision prepared by Alpha Engineering Associates, Inc., Trevose, Pennsylvania dated February 9, 1987 last revised March 8, 1988 and more particularly described as follows, to wit:

BEGINNING at a point on the Westerly side of 4th Street (50 feet wide), said point being a distance of 54 feet, 10 inches Northwardly from the intersection of the Northerly side of Chestnut Street (60 feet wide) and said Westerly side of 4th Street;

Thence from said point of beginning, Westwardly on a line parallel with said Chestnut Street, passing into a wall, the distance of 141 feet, 4-7/8 inches to a point; thence Northwardly, partially passing through and along said wall, the distance of 109 feet, 3 inches to a point on the Southerly side of Ranstead Street (variable width); thence Eastwardly, along the said side of Ranstead Street, the distance of 141 feet, 6-5/8 inches to a point, said point being the intersection of the said Southerly side of Ranstead Street and the Westerly side of said 4th Street; thence Southwardly, along the said side of 4th Street, the distance of 109 feet, 0-3/4 inches to the first mentioned point and place of BEGINNING.

BEING 400 Ranstead Street, Philadelphia, Pennsylvania 19106

BEING OPA NO. 883409600

Parcel 4:

PREMISES A

ALL THAT CERTAIN land, property and space with the improvements thereon, SITUATE in the 5th Ward of the City of Philadelphia, Commonwealth of Pennsylvania, located at and beneath the plane formed by the top of a slab forming the floor of the former 3rd floor now the existing 5th floor, the top of which slab has an elevation of 69.39 feet above City Datum, being within and bounded by surfaces formed by projecting vertically between the aforesaid planes, the boundaries of a parcel of land bounded and described with dimensions on the surface of earth, in accordance with a Survey and Plan of Property made by Surveyor and Regulator of the 3rd Survey District, as follows, to wit:

BEGINNING at a point of intersection formed by the Easterly side of 5th Street (variable width) and the Southerly side of Ludlow Street (28.75 feet wide), thence extending Eastwardly along the said Southerly side of Ludlow Street the distance of 362.57 feet to a point on the Westerly side of 4th Street (variable width), thence extending Southwardly along the said Westerly side of 4th Street 131.82 feet to a point on the Northerly side of Ranstead Street (Variable Width), thence Westwardly along the said Northerly side of Ranstead Street 362.37 feet to a point on the said Easterly side of 5th Street, thence Northwardly along the said Easterly side of 5th Street 131.82 feet to a point on the Southerly side of Ludlow Street being the first mentioned point and place of BEGINNING.

TOGETHER with a permanent and perpetual right and easement for support and access in favor of the parcel described as follows:

ALL THAT CERTAIN LAND, property and space with the improvements thereon, SITUATE in the 5th Ward of the City of Philadelphia,

Commonwealth of Pennsylvania, located at and above the plane formed by the top of a slab forming the floor of the former 3rd floor now the existing 5th floor, the top of which slab has an elevation of 69.39 feet above City Datum, being within and bounded by surfaces formed by projecting vertically between the aforesaid planes, the boundaries of a parcel of land bounded and described with dimensions on the surface of earth in accordance with a Survey and Plan of property prepared by Barton and Martin, Engineers, dated May 26, 1998, and revised June 22, 1998 as follows, to wit:

BEGINNING at a point of intersection formed by the Easterly side of 5th Street (variable width) and the Southerly side of Ludlow Street (28.75 feet wide), thence extending Eastwardly along the said Southerly side of Ludlow Street the distance of 362.57 feet to a point on the Westerly side of 4th Street (variable width), thence Southwardly along the said Westerly side of 4th Street 131.82 feet to a point on the Northerly side of Ranstead Street (variable width), thence Westwardly along said Northerly side of Ranstead Street 362.37 feet to a point on the said Easterly side of 5th Street, thence Northwardly along the said Easterly side of 5th Street 131.82 feet to a point on the Southerly side of Ludlow Street being the first mentioned point and place of BEGINNING.

PREMISES B

ALL THAT CERTAIN land, property and space with the improvements thereon, SITUATE in the 5th Ward of the City of Philadelphia, Commonwealth of Pennsylvania, located at and above the plane formed by the top of a slab forming the floor of the former 3rd floor now the existing 5th floor, the top of which slab has an elevation of 69.39 feet above City Datum, being within and bounded by surfaces formed by projecting vertically between the aforesaid planes, the boundaries of a parcel of land bounded and described with dimensions on the surface of earth, in accordance with a Survey and Plan of Property made by Surveyor and Regulator of the 3rd Survey District, as follows, to wit:

BEGINNING at a point of intersection formed by the Easterly side of 5th Street (variable width) and the Southerly side of Ludlow Street (28.75 feet wide), thence extending Eastwardly along the said Southerly side of Ludlow Street the distance of 362.57 feet to a point on the Westerly side of 4th Street (variable width), thence extending Southwardly along the said westerly side of 4th Street 131.82 feet to a point on the Northerly side of Ranstead Street (variable width), thence Westwardly along the said Northerly side of Ranstead Street 362.37 feet to a point on the said Easterly side of 5th Street, thence Northwardly along the said Easterly side of 5th Street 131.82 feet to a point on the Southerly side of Ludlow Street being the first mentioned point and place of BEGINNING.

TOGETHER with a permanent and perpetual right and easement for support and access in favor of the parcel described as follows:

ALL THAT CERTAIN LAND, property and space with the improvements thereon.

SITUATE in the 5th Ward of the City of Philadelphia, Commonwealth of Pennsylvania, located at and below the plane formed by the top of a slab forming the floor of the former 3rd floor now the existing 5th floor, the top of which slab has an elevation of 69.39 feet above City Datum, being within and bounded by surfaces formed by projecting vertically between the aforesaid planes, the boundaries of a parcel of land bounded and described with dimensions on the surface of earth in accordance with a Survey and Plan of property prepared by Barton and Martin, Engineers, dated May 26, 1998, and revised June 22, 1998 as follows, to wit:

BEGINNING at a point of intersection formed by the Easterly side of 5th Street (variable width) and the Southerly side of Ludlow Street (28.75 feet wide), thence extending Eastwardly along the said Southerly side of Ludlow Street the distance of 362.57 feet to a point on the Westerly side of 4th Street (variable width), thence Southwardly along the said Westerly side of 4th Street 131.82 feet to a point on the Northerly side of Ranstead Street (variable width), thence Westwardly along said Northerly side of Ranstead Street 362.37 feet to a point on the said Easterly side of 5th Street, thence Northwardly along the said Easterly side of 5th Street 131.82 feet to a point on the Southerly side of Ludlow Street being the first mentioned point and place of BEGINNING.

BEING 111 South Independence Mall East A, 111 South Independence Mall East B, Philadelphia, Pennsylvania 19106

BEING OPA Nos. 883101010 and 883101510

Leasehold Parcel:

That certain Market area as defined in that certain unrecorded Master Lease effective July 1, 2017, between Bourse Mall Associates, L.P. and Bourse Food Hall, LLC and further specified in Exhibit A to the Lease.

eRecorded in Philadelphia PA 12/14/2021 07:58 AM
Receipt#: 21-122582
Records Department

Page 1 of 9 Rec Fee: $224.75
Doc Code: A

Case 24-13568-pmm Doc 53-1 Filed 01/03/25 Entered 01/03/25 12:41:25 Desc Exhibit Page 125 of 155
5/29/2024 12:41 PM

ASSIGNMENT OF OPEN-END FEE AND LEASEHOLD MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING

KREF CLO LOAN SELLER LLC, a Delaware limited liability company
(Assignor)

to

KREF 2021-FL2 LTD., an exempted company incorporated with limited liability under the laws of the Cayman Islands
(Assignee)

Dated August 9, 2021 and effective as of August 16, 2021

Property Address(es): 325-41 Chestnut Street, 400 Market Street, 400 Ranstead Street, 111 S. Independence Mall East A and 111 S. Independence Mall East B, Philadelphia, PA
County of Philadelphia
State of Pennsylvania

DOCUMENT PREPARED BY AND WHEN RECORDED, RETURN TO:
McCoy & Orta, P.C.
100 North Broadway, 26th Floor
Oklahoma City, Oklahoma 73102
Telephone: 888-236-0007

I do certify that the precise address of the within named Assignee is as it appears in the body of this instrument.

Vanessa A. Orta

ASSIGNMENT OF OPEN-END FEE AND LEASEHOLD MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING

Effective as of the 16th day of August, 2021, **KREF CLO LOAN SELLER LLC, a Delaware limited liability company**, for the benefit of itself, and for the benefit of any companion participation holder(s), having an address at c/o KKR Real Estate Finance Manager LLC, 30 Hudson Yards, Suite 7500, New York, NY 10001 ("Assignor"), as the holder of the instrument hereinafter described and for valuable consideration hereby assigns, sells, transfers and delivers to **KREF 2021-FL2 LTD., an exempted company incorporated with limited liability under the laws of the Cayman Islands**, for the benefit of itself, and for the benefit of any companion participation holder(s), having an address at c/o KKR Real Estate Finance Manager LLC, 30 Hudson Yards, Suite 7500, New York, NY 10001 ("Assignee"), its successors, participants and assigns, without recourse, all right, title and interest of Assignor, except as expressly set forth in that certain Collateral Interest Purchase Agreement, dated as of August 16, 2021, and subject to the rights and obligations of any companion participation holder(s) under any related participation agreement(s), in and to that certain:

> OPEN-END FEE AND LEASEHOLD MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING made by 400 MARKET L.P., a Pennsylvania limited partnership, CONSTITUTION PARTNERS, L.P., a Pennsylvania limited partnership, BOURSE MALL ASSOCIATES, L.P., a Pennsylvania limited partnership, BOURSE TOWER ASSOCIATES, L.P., a Pennsylvania limited partnership, BOURSE GARAGE ASSOCIATES, a Pennsylvania limited partnership and BOURSE FOOD HALL, LLC, a Pennsylvania limited liability company to KREF CAPITAL LLC, a Delaware limited liability company dated as of April 5, 2019, effective as of April 11, 2019 and recorded on April 16, 2019, as Document Number 53501510 in the Recorder's Office of Philadelphia County, Pennsylvania ("Recorder's Office") (as the same may have been amended, modified, restated, supplemented, renewed or extended, the "Mortgage"), securing payment of note(s) of even date therewith, in the principal amount of $182,600,000.00, and creating a lien on the property described in Exhibit A attached hereto and by this reference made a part hereof.
>
> The Mortgage was assigned to KREF CLO LOAN SELLER LLC, a Delaware limited liability company, by assignment instrument dated and effective as of May 16, 2019 and recorded on May 30, 2019, as Document Number 53518699, in the Recorder's Office.

Reference No.: 3256M.011-014
Matter Name: Independence Portfolio
Pool: KREF 2021-FL2

The Mortgage was further assigned to KREF 2018-FL1 LTD., an exempted company incorporated in the Cayman Islands with limited liability, by assignment instrument dated and effective as of May 16, 2019 and recorded on May 30, 2019, as Document Number 53518707, in the Recorder's Office.

The Mortgage was further assigned to KREF CLO HOLDINGS LLC, a Delaware limited liability company, by assignment instrument dated as of August 9, 2021 and effective as of August 16, 2021 and being recorded prior to the recording of this instrument in the Recorder's Office.

The Mortgage was thereafter assigned to KREF CLO LOAN SELLER LLC, a Delaware limited liability company, by assignment instrument dated as of August 9, 2021 and effective as of August 16, 2021 and being recorded prior to the recording of this instrument in the Recorder's Office.

Together with any and all other liens, privileges, security interests, rights, entitlements, equities, claims and demands as to which Assignor hereunder possesses or to which Assignor is otherwise entitled as additional security for the payment of the notes and other obligations described herein.

This instrument shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE(S) ON THE FOLLOWING PAGE]

9 IN WITNESS WHEREOF, the Assignor has caused this instrument to be executed this day of August, 2021, to be effective as of the date first written above.

ASSIGNOR:

KREF CLO LOAN SELLER LLC, a Delaware limited liability company

By: _____
Name: Patrick Mattson
Title: Chief Operating Officer and Secretary

ACKNOWLEDGMENT

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

On this 9 day of August, 2021, before me, the undersigned, a Notary Public in and for said state, personally appeared Patrick Mattson as Chief Operating Officer and Secretary of KREF CLO LOAN SELLER LLC, a Delaware limited liability company, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

_____
Name of Notary Public Taylor McGee
My Commission Expires: July 30, 2022

Reference No.: 3256M.011-014
Matter Name: Independence Portfolio
Pool: KREF 2021-FL2

TAYLOR M MCGEE
Notary Public - State of New York
NO. 01MC6378566
Qualified in New York County
My Commission Expires Jul 30, 2022

EXHIBIT A

LEGAL DESCRIPTION

Parcel 1:

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected.

SITUATE in the 5th Ward of the City of Philadelphia, described according to a Plan of Property made for Mall Building Joint Venture by Barton and Martin Engineers dated 8/4/1983 and recorded 8/31/1983 as follows, to wit:

BEGINNING at the point of intersection of the East side of 4th Street (65 feet wide) and the North side of Chestnut Street (60 feet wide); thence extending in a Northerly direction along the Easterly side of 4th Street, 159 feet, 9-3/4 inches to a point; thence extending in an Easterly direction on a line at right angles to 4th Street and passing through a wall 74 feet, 9-1/4 inches to a point; thence extending in a Northerly direction on a line at right angles to Chestnut Street and passing through a wall 15 feet, 1/4 of an inch to a point; thence extending in an Easterly direction on a line parallel with Chestnut Street and passing through a wall 75 feet, 3-3/4 inches to a point; thence extending in a Southerly direction on a line parallel with Orianna Street 17 feet, 6 inches wide and passing through a wall the distance of 10 feet, 9 inches to a point; thence extending in a Westerly direction on a line parallel with Chestnut Street and passing through a wall 00 feet, 9 inches to a point; thence extending in a Southerly direction on the line parallel with Orianna Street and passing through a wall 164 feet, 3 inches to a point on the North side of Chestnut Street; thence extending in a Westerly direction along the North side of Chestnut Street 150 feet, 1 and 5/8 inches to the point of intersection of the North side of Chestnut Street and the East side of 4th Street being the first mentioned point and place of beginning.

BEING 325-41 Chestnut Street, Philadelphia, Pennsylvania

BEING OPA NO. 88-3302500

Parcel 2:

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected.

SITUATE in the 5th Ward of the City of Philadelphia, Commonwealth of Pennsylvania described in accordance with a Survey and Plan of Property made for the Ludlow Fourth Company by Barton and Martin Engineers dated February 23, 1998, last revised 1/11/2001, as follows:

BEGINNING at a point marking the intersection of the South side of Market Street (100 feet wide) and the West side of 4th Street (68.21 feet wide); thence extending along the said side of 4th Street in a Southerly direction 113 feet 3 inches to a point on the intersection of the West side of 4th Street and the North side of Ludlow Street (28.75 feet wide); thence extending along the said side of Ludlow Street in a Westerly direction 163 feet 11-1/4 inches to a point; thence extending in a Northerly direction at right angles to Ludlow Street and Market Street and along the West face of a wall 113 feet 3 inches to a point on the South side of Market Street; thence extending along the said side of Market Street in an Easterly direction 165 feet 4-1/4 inches to the first mentioned point and place of beginning.

BEING 400 Market Street, Philadelphia, Pennsylvania

BEING OPA NO. 88-3012000

Parcel 3:

ALL THAT CERTAIN piece of ground with buildings and improvements thereon erected.

SITUATE in the 5th Ward, City of Philadelphia, Commonwealth of Pennsylvania, as shown on Plan of subdivision prepared by Alpha Engineering Associates, Inc., Trevose, Pennsylvania dated February 9, 1987 last revised March 8, 1988 and more particularly described as follows, to wit:

BEGINNING at a point on the Westerly side of 4th Street (50 feet wide), said point being a distance of 54 feet, 10 inches Northwardly from the intersection of the Northerly side of Chestnut Street (60 feet wide) and said Westerly side of 4th Street;

Thence from said point of beginning, Westwardly on a line parallel with said Chestnut Street, passing into a wall, the distance of 141 feet, 4-7/8 inches to a point; thence Northwardly, partially passing through and along said wall, the distance of 109 feet, 3 inches to a point on the Southerly side of Ranstead Street (variable width); thence Eastwardly, along the said side of Ranstead Street, the distance of 141 feet, 6-5/8 inches to a point, said point being the intersection of the said Southerly side of Ranstead Street and the Westerly side of said 4th Street; thence Southwardly, along the said side of 4th Street, the distance of 109 feet, 0-3/4 inches to the first mentioned point and place of BEGINNING.

BEING 400 Ranstead Street, Philadelphia, Pennsylvania 19106

BEING OPA NO. 883409600

Parcel 4:

PREMISES A

ALL THAT CERTAIN land, property and space with the improvements thereon, SITUATE in the 5th Ward of the City of Philadelphia, Commonwealth of Pennsylvania, located at and beneath the plane formed by the top of a slab forming the floor of the former 3rd floor now the existing 5th floor, the top of which slab has an elevation of 69.39 feet above City Datum, being within and bounded by surfaces formed by projecting vertically between the aforesaid planes, the boundaries of a parcel of land bounded and described with dimensions on the surface of earth, in accordance with a Survey and Plan of Property made by Surveyor and Regulator of the 3rd Survey District, as follows, to wit:

BEGINNING at a point of intersection formed by the Easterly side of 5th Street (variable width) and the Southerly side of Ludlow Street (28.75 feet wide), thence extending Eastwardly along the said Southerly side of Ludlow Street the distance of 362.57 feet to a point on the Westerly side of 4th Street (variable width), thence extending Southwardly along the said Westerly side of 4th Street 131.82 feet to a point on the Northerly side of Ranstead Street (Variable Width), thence Westwardly along the said Northerly side of Ranstead Street 362.37 feet to a point on the said Easterly side of 5th Street, thence Northwardly along the said Easterly side of 5th Street 131.82 feet to a point on the Southerly side of Ludlow Street being the first mentioned point and place of BEGINNING.

TOGETHER with a permanent and perpetual right and easement for support and access in favor of the parcel described as follows:

ALL THAT CERTAIN LAND, property and space with the improvements thereon, SITUATE in the 5th Ward of the City of Philadelphia,

Commonwealth of Pennsylvania, located at and above the plane formed by the top of a slab forming the floor of the former 3rd floor now the existing 5th floor, the top of which slab has an elevation of 69.39 feet above City Datum, being within and bounded by surfaces formed by projecting vertically between the aforesaid planes, the boundaries of a parcel of land bounded and described with dimensions on the surface of earth in accordance with a Survey and Plan of property prepared by Barton and Martin, Engineers, dated May 26, 1998, and revised June 22, 1998 as follows, to wit:

BEGINNING at a point of intersection formed by the Easterly side of 5th Street (variable width) and the Southerly side of Ludlow Street (28.75 feet wide), thence extending Eastwardly along the said Southerly side of Ludlow Street the distance of 362.57 feet to a point on the Westerly side of 4th Street (variable width), thence Southwardly along the said Westerly side of 4th Street 131.82 feet to a point on the Northerly side of Ranstead Street (variable width), thence Westwardly along said Northerly side of Ranstead Street 362.37 feet to a point on the said Easterly side of 5th Street, thence Northwardly along the said Easterly side of 5th Street 131.82 feet to a point on the Southerly side of Ludlow Street being the first mentioned point and place of BEGINNING.

PREMISES B

ALL THAT CERTAIN land, property and space with the improvements thereon, SITUATE in the 5th Ward of the City of Philadelphia, Commonwealth of Pennsylvania, located at and above the plane formed by the top of a slab forming the floor of the former 3rd floor now the existing 5th floor, the top of which slab has an elevation of 69.39 feet above City Datum, being within and bounded by surfaces formed by projecting vertically between the aforesaid planes, the boundaries of a parcel of land bounded and described with dimensions on the surface of earth, in accordance with a Survey and Plan of Property made by Surveyor and Regulator of the 3rd Survey District, as follows, to wit:

BEGINNING at a point of intersection formed by the Easterly side of 5th Street (variable width) and the Southerly side of Ludlow Street (28.75 feet wide), thence extending Eastwardly along the said Southerly side of Ludlow Street the distance of 362.57 feet to a point on the Westerly side of 4th Street (variable width), thence extending Southwardly along the said westerly side of 4th Street 131.82 feet to a point on the Northerly side of Ranstead Street (variable width), thence Westwardly along the said Northerly side of Ranstead Street 362.37 feet to a point on the said Easterly side of 5th Street, thence Northwardly along the said Easterly side of 5th Street 131.82 feet to a point on the Southerly side of Ludlow Street being the first mentioned point and place of BEGINNING.

TOGETHER with a permanent and perpetual right and easement for support and access in favor of the parcel described as follows:

ALL THAT CERTAIN LAND, property and space with the improvements thereon.

SITUATE in the 5th Ward of the City of Philadelphia, Commonwealth of Pennsylvania, located at and below the plane formed by the top of a slab forming the floor of the former 3rd floor now the existing 5th floor, the top of which slab has an elevation of 69.39 feet above City Datum, being within and bounded by surfaces formed by projecting vertically between the aforesaid planes, the boundaries of a parcel of land bounded and described with dimensions on the surface of earth in accordance with a Survey and Plan of property prepared by Barton and Martin, Engineers, dated May 26, 1998, and revised June 22, 1998 as follows, to wit:

BEGINNING at a point of intersection formed by the Easterly side of 5th Street (variable width) and the Southerly side of Ludlow Street (28.75 feet wide), thence extending Eastwardly along the said Southerly side of Ludlow Street the distance of 362.57 feet to a point on the Westerly side of 4th Street (variable width), thence Southwardly along the said Westerly side of 4th Street 131.82 feet to a point on the Northerly side of Ranstead Street (variable width), thence Westwardly along said Northerly side of Ranstead Street 362.37 feet to a point on the said Easterly side of 5th Street, thence Northwardly along the said Easterly side of 5th Street 131.82 feet to a point on the Southerly side of Ludlow Street being the first mentioned point and place of BEGINNING.

BEING 111 South Independence Mall East A, 111 South Independence Mall East B, Philadelphia, Pennsylvania 19106

BEING OPA Nos. 883101010 and 883101510

Leasehold Parcel:

That certain Market area as defined in that certain unrecorded Master Lease effective July 1, 2017, between Bourse Mall Associates, L.P. and Bourse Food Hall, LLC and further specified in Exhibit A to the Lease.

eRecorded in Philadelphia PA Document 54259568 Page 1 of 10 05/09/2024 12:41 PM
05/09/2023 02:35 PM Page 1 of 10 Rec Fee: $242.75
Receipt#: 23-37458
Records Department Doc Code: A

ASSIGNMENT OF OPEN-END FEE AND LEASEHOLD MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING

KREF 2021-FL2 LTD., an exempted company incorporated with limited liability under the laws of the Cayman Islands
(Assignor)

to

KREF CAPITAL LLC, a Delaware limited liability company
(Assignee)

Dated as of as of May 5, 2023 and effective as of May 8, 2023

Property Address(es): 325-41 Chestnut Street, 400 Market Street, 400 Ranstead Street, 111 S. Independence Mall East A and 111 S. Independence Mall East B, Philadelphia, PA
County of Philadelphia
State of Pennsylvania

DOCUMENT PREPARED BY AND WHEN RECORDED, RETURN TO:
McCoy & Orta, P.C.
100 North Broadway, 26th Floor
Oklahoma City, Oklahoma 73102
Telephone: 888-236-0007

I do certify that the precise address of the within named Assignee is as it appears in the body of this instrument.

Vanessa A. Orta

ASSIGNMENT OF OPEN-END FEE AND LEASEHOLD MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING

Dated as of the 5th day of May, 2023 and effective as of the 8th day of May, 2023, **KREF 2021-FL2 LTD., an exempted company incorporated with limited liability under the laws of the Cayman Islands**, having an address at c/o KKR Real Estate Finance Manager LLC, 30 Hudson Yards, Suite 7500, New York, NY 10001 ("Assignor"), as the holder of the instrument hereinafter described and for valuable consideration hereby assigns, sells, transfers and delivers to **KREF CAPITAL LLC, a Delaware limited liability company**, having an address at c/o KKR Real Estate Finance Manager LLC, 30 Hudson Yards, Suite 7500, New York, NY 10001 ("Assignee"), its successors, participants and assigns, without recourse, all right, title and interest of Assignor, in and to that certain:

OPEN-END FEE AND LEASEHOLD MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING made by the entities identified on Schedule A, attached hereto and by this reference made a part hereof (jointly and severally, "Borrower") to KREF CAPITAL LLC, a Delaware limited liability company, dated as of April 5, 2019, effective as of April 11, 2019 and recorded on April 16, 2019, as Document Number 53501510 in the Recorder's Office of Philadelphia County, Pennsylvania ("Recorder's Office") (as the same may have been amended, modified, restated, supplemented, renewed or extended), (the "Mortgage"), securing payment of note(s) of even date therewith, in the principal amount of $182,600,000.00, and creating a lien on the property described in Exhibit A attached hereto and by this reference made a part hereof.

The Mortgage was assigned to KREF CLO LOAN SELLER LLC, a Delaware limited liability company, by assignment instrument dated as of May 16, 2019, effective as of May 16, 2019 and recorded on May 30, 2019, as Document Number 53518699, in the Recorder's Office.

The Mortgage was further assigned to KREF 2018-FL1 LTD., an exempted company incorporated in the Cayman Islands with limited liability, by assignment instrument dated as of May 16, 2019, effective and recorded on May 30, 2019, as Document Number 53518707, in the Recorder's Office.

The Mortgage was further assigned to KREF CLO HOLDINGS LLC, a Delaware limited liability company, by assignment instrument dated as of August 9, 2021, effective as of August 16, 2021 and recorded on December 14, 2021, as Document Number 53917037, in the Recorder's Office.

The Mortgage was further assigned to KREF CLO LOAN SELLER LLC, a Delaware limited liability company, by assignment instrument dated as of August 9, 2021, effective as of August 16, 2021 and recorded on December 14, 2021, as Document Number 53917040, in the Recorder's Office.

The Mortgage was further assigned to KREF 2021-FL2 LTD., an exempted company incorporated with limited liability under the laws of the Cayman Islands, by assignment instrument dated as of August 9, 2021, effective as of August 16, 2021 and recorded on December 14, 2021, as Document Number 53917043, in the Recorder's Office.

Together with any and all other liens, privileges, security interests, rights, entitlements, equities, claims and demands as to which Assignor hereunder possesses or to which Assignor is otherwise entitled as additional security for the payment of the notes and other obligations described herein.

This instrument shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE(S) ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Assignor has caused this instrument to be executed this 5 day of MAY, 2023 to be effective as of the date first written above.

ASSIGNOR:

KREF 2021-FL2 LTD., an exempted company incorporated with limited liability under the laws of the Cayman Islands

By: _____
Name: Patrick Mattson
Title: Authorized Signatory

ACKNOWLEDGMENT

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

On this 5 day of MAY, 2023, before me, the undersigned, a Notary Public in and for said state, personally appeared Patrick Mattson as Authorized Signatory of KREF 2021-FL2 LTD., an exempted company incorporated with limited liability under the laws of the Cayman Islands, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

WITNESS my hand and official seal.

Signature: _____
Notary Public
My Commission Expires: SEPT. 26, 2026

GAIL ALEXANDER
Notary Public - State of New York
NO. 01AL6441445
Qualified in Kings County
My Commission Expires Sep 26, 2026

Reference No.: 3256M.2.011-014
Matter Name: Independence Portfolio
Pool: KREF 2021-FL2

SCHEDULE A

(jointly and severally, "BORROWER")

1. 400 MARKET L.P., a Pennsylvania limited partnership
2. CONSTITUTION PARTNERS, L.P., a Pennsylvania limited partnership
3. BOURSE MALL ASSOCIATES, L.P., a Pennsylvania limited partnership
4. BOURSE TOWER ASSOCIATES, L.P., a Pennsylvania limited partnership
5. BOURSE GARAGE ASSOCIATES, a Pennsylvania limited partnership
6. BOURSE FOOD HALL, LLC, a Pennsylvania limited liability company

EXHIBIT A

LEGAL DESCRIPTION

Parcel 1:

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected.

SITUATE in the 5th Ward of the City of Philadelphia, described according to a Plan of Property made for Mall Building Joint Venture by Barton and Martin Engineers dated 8/4/1983 and recorded 8/31/1983 as follows, to wit:

BEGINNING at the point of intersection of the East side of 4th Street (65 feet wide) and the North side of Chestnut Street (60 feet wide); thence extending in a Northerly direction along the Easterly side of 4th Street, 159 feet, 9-3/4 inches to a point; thence extending in an Easterly direction on a line at right angles to 4th Street and passing through a wall 74 feet, 9-1/4 inches to a point; thence extending in a Northerly direction on a line at right angles to Chestnut Street and passing through a wall 15 feet, 1/4 of an inch to a point; thence extending in an Easterly direction on a line parallel with Chestnut Street and passing through a wall 75 feet, 3-3/4 inches to a point; thence extending in a Southerly direction on a line parallel with Orianna Street 17 feet, 6 inches wide and passing through a wall the distance of 10 feet, 9 inches to a point; thence extending in a Westerly direction on a line parallel with Chestnut Street and passing through a wall 00 feet, 9 inches to a point; thence extending in a Southerly direction on the line parallel with Orianna Street and passing through a wall 164 feet, 3 inches to a point on the North side of Chestnut Street; thence extending in a Westerly direction along the North side of Chestnut Street 150 feet, 1 and 5/8 inches to the point of intersection of the North side of Chestnut Street and the East side of 4th Street being the first mentioned point and place of beginning.

BEING 325-41 Chestnut Street, Philadelphia, Pennsylvania

BEING OPA NO. 88-3302500

Parcel 2:

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected.

SITUATE in the 5th Ward of the City of Philadelphia, Commonwealth of Pennsylvania described in accordance with a Survey and Plan of Property made for the Ludlow Fourth Company by Barton and Martin Engineers dated February 23, 1998, last revised 1/11/2001, as follows:

BEGINNING at a point marking the intersection of the South side of Market Street (100 feet wide) and the West side of 4th Street (68.21 feet wide); thence extending along the said side of 4th Street in a Southerly direction 113 feet 3 inches to a point on the intersection of the West side of 4th Street and the North side of Ludlow Street (28.75 feet wide); thence extending along the said side of Ludlow Street in a Westerly direction 163 feet 11-1/4 inches to a point; thence extending in a Northerly direction at right angles to Ludlow Street and Market Street and along the West face of a wall 113 feet 3 inches to a point on the South side of Market Street; thence extending along the said side of Market Street in an Easterly direction 165 feet 4-1/4 inches to the first mentioned point and place of beginning.

BEING 400 Market Street, Philadelphia, Pennsylvania

BEING OPA NO. 88-3012000

Parcel 3:

ALL THAT CERTAIN piece of ground with buildings and improvements thereon erected.

SITUATE in the 5th Ward, City of Philadelphia, Commonwealth of Pennsylvania, as shown on Plan of subdivision prepared by Alpha Engineering Associates, Inc., Trevose, Pennsylvania dated February 9, 1987 last revised March 8, 1988 and more particularly described as follows, to wit:

BEGINNING at a point on the Westerly side of 4th Street (50 feet wide), said point being a distance of 54 feet, 10 inches Northwardly from the intersection of the Northerly side of Chestnut Street (60 feet wide) and said Westerly side of 4th Street;

Thence from said point of beginning, Westwardly on a line parallel with said Chestnut Street, passing into a wall, the distance of 141 feet, 4-7/8 inches to a point; thence Northwardly, partially passing through and along said wall, the distance of 109 feet, 3 inches to a point on the Southerly side of Ranstead Street (variable width); thence Eastwardly, along the said side of Ranstead Street, the distance of 141 feet, 6-5/8 inches to a point, said point being the intersection of the said Southerly side of Ranstead Street and the Westerly side of said 4th Street; thence Southwardly, along the said side of 4th Street, the distance of 109 feet, 0-3/4 inches to the first mentioned point and place of BEGINNING.

BEING 400 Ranstead Street, Philadelphia, Pennsylvania 19106

BEING OPA NO. 883409600

Parcel 4:

PREMISES A

ALL THAT CERTAIN land, property and space with the improvements thereon, SITUATE in the 5th Ward of the City of Philadelphia, Commonwealth of Pennsylvania, located at and beneath the plane formed by the top of a slab forming the floor of the former 3rd floor now the existing 5th floor, the top of which slab has an elevation of 69.39 feet above City Datum, being within and bounded by surfaces formed by projecting vertically between the aforesaid planes, the boundaries of a parcel of land bounded and described with dimensions on the surface of earth, in accordance with a Survey and Plan of Property made by Surveyor and Regulator of the 3rd Survey District, as follows, to wit:

BEGINNING at a point of intersection formed by the Easterly side of 5th Street (variable width) and the Southerly side of Ludlow Street (28.75 feet wide), thence extending Eastwardly along the said Southerly side of Ludlow Street the distance of 362.57 feet to a point on the Westerly side of 4th Street (variable width), thence extending Southwardly along the said Westerly side of 4th Street 131.82 feet to a point on the Northerly side of Ranstead Street (Variable Width), thence Westwardly along the said Northerly side of Ranstead Street 362.37 feet to a point on the said Easterly side of 5th Street, thence Northwardly along the said Easterly side of 5th Street 131.82 feet to a point on the Southerly side of Ludlow Street being the first mentioned point and place of BEGINNING.

TOGETHER with a permanent and perpetual right and easement for support and access in favor of the parcel described as follows:

ALL THAT CERTAIN LAND, property and space with the improvements thereon, SITUATE in the 5th Ward of the City of Philadelphia,

Commonwealth of Pennsylvania, located at and above the plane formed by the top of a slab forming the floor of the former 3rd floor now the existing 5th floor, the top of which slab has an elevation of 69.39 feet above City Datum, being within and bounded by surfaces formed by projecting vertically between the aforesaid planes, the boundaries of a parcel of land bounded and described with dimensions on the surface of earth in accordance with a Survey and Plan of property prepared by Barton and Martin, Engineers, dated May 26, 1998, and revised June 22, 1998 as follows, to wit:

BEGINNING at a point of intersection formed by the Easterly side of 5th Street (variable width) and the Southerly side of Ludlow Street (28.75 feet wide), thence extending Eastwardly along the said Southerly side of Ludlow Street the distance of 362.57 feet to a point on the Westerly side of 4th Street (variable width), thence Southwardly along the said Westerly side of 4th Street 131.82 feet to a point on the Northerly side of Ranstead Street (variable width), thence Westwardly along said Northerly side of Ranstead Street 362.37 feet to a point on the said Easterly side of 5th Street, thence Northwardly along the said Easterly side of 5th Street 131.82 feet to a point on the Southerly side of Ludlow Street being the first mentioned point and place of BEGINNING.

PREMISES B

ALL THAT CERTAIN land, property and space with the improvements thereon, SITUATE in the 5th Ward of the City of Philadelphia, Commonwealth of Pennsylvania, located at and above the plane formed by the top of a slab forming the floor of the former 3rd floor now the existing 5th floor, the top of which slab has an elevation of 69.39 feet above City Datum, being within and bounded by surfaces formed by projecting vertically between the aforesaid planes, the boundaries of a parcel of land bounded and described with dimensions on the surface of earth, in accordance with a Survey and Plan of Property made by Surveyor and Regulator of the 3rd Survey District, as follows, to wit:

BEGINNING at a point of intersection formed by the Easterly side of 5th Street (variable width) and the Southerly side of Ludlow Street (28.75 feet wide), thence extending Eastwardly along the said Southerly side of Ludlow Street the distance of 362.57 feet to a point on the Westerly side of 4th Street (variable width), thence extending Southwardly along the said westerly side of 4th Street 131.82 feet to a point on the Northerly side of Ranstead Street (variable width), thence Westwardly along the said Northerly side of Ranstead Street 362.37 feet to a point on the said Easterly side of 5th Street, thence Northwardly along the said Easterly side of 5th Street 131.82 feet to a point on the Southerly side of Ludlow Street being the first mentioned point and place of BEGINNING.

TOGETHER with a permanent and perpetual right and easement for support and access in favor of the parcel described as follows:

ALL THAT CERTAIN LAND, property and space with the improvements thereon.

SITUATE in the 5th Ward of the City of Philadelphia, Commonwealth of Pennsylvania, located at and below the plane formed by the top of a slab forming the floor of the former 3rd floor now the existing 5th floor, the top of which slab has an elevation of 69.39 feet above City Datum, being within and bounded by surfaces formed by projecting vertically between the aforesaid planes, the boundaries of a parcel of land bounded and described with dimensions on the surface of earth in accordance with a Survey and Plan of property prepared by Barton and Martin, Engineers, dated May 26, 1998, and revised June 22, 1998 as follows, to wit:

BEGINNING at a point of intersection formed by the Easterly side of 5th Street (variable width) and the Southerly side of Ludlow Street (28.75 feet wide), thence extending Eastwardly along the said Southerly side of Ludlow Street the distance of 362.57 feet to a point on the Westerly side of 4th Street (variable width), thence Southwardly along the said Westerly side of 4th Street 131.82 feet to a point on the Northerly side of Ranstead Street (variable width), thence Westwardly along said Northerly side of Ranstead Street 362.37 feet to a point on the said Easterly side of 5th Street, thence Northwardly along the said Easterly side of 5th Street 131.82 feet to a point on the Southerly side of Ludlow Street being the first mentioned point and place of BEGINNING.

BEING 111 South Independence Mall East A, 111 South Independence Mall East B, Philadelphia, Pennsylvania 19106

BEING OPA Nos. 883101010 and 883101510

Leasehold Parcel:

That certain Market area as defined in that certain unrecorded Master Lease effective July 1, 2017, between Bourse Mall Associates, L.P. and Bourse Food Hall, LLC and further specified in Exhibit A to the Lease.

eRecorded in Philadelphia PA on 05/13/2024 12:41 PM
05/17/2023 03:34 PM Page 1 of 12 Rec Fee: $259.75
Receipt#: 23-39994,23-39994-C1 KKR Loan No. 19-042
Records Department Doc Code: DM

PREPARED BY AND
UPON RECORDATION RETURN TO:
OPA No: 88-3302500, 88-3012000, 883409600
883101010 and 883101510
Gibson, Dunn & Crutcher LLP
200 Park Avenue
New York, New York 10166
Attention: Eric S. Meer, Esq.

ASSIGNMENT AND ASSUMPTION OF INTEREST UNDER OPEN-END FEE AND LEASEHOLD MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING

May 9, 2023, effective as of the 15th day of May, 2023.

FOR VALUE RECEIVED, **KREF CAPITAL LLC**, a Delaware limited liability company ("**Assignor**"), assigns, conveys, grants, sets over and transfers to **KREF LENDING III LLC**, a Delaware limited liability company ("**Assignee**"), all of Assignor's right, title and interest, if any, in and to that certain Open-End Fee and Leasehold Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing made by **400 Market L.P.**, a Pennsylvania limited partnership ("**400 Market Borrower**"), **Constitution Partners, L.P.**, a Pennsylvania limited partnership ("**325 Chestnut Borrower**"), **Bourse Mall Associates, L.P.**, a Pennsylvania limited partnership ("**Bourse Retail Borrower**"), **Bourse Tower Associates, L.P.**, a Pennsylvania limited partnership ("**Bourse Office Borrower**"), **Bourse Garage Associates,** a Pennsylvania limited partnership ("**Bourse Garage Borrower**"), and **Bourse Food Hall, LLC**, a Pennsylvania limited liability company ("**Bourse Food Hall Borrower**" and together with 400 Market Borrower, 325 Chestnut Borrower, Bourse Retail Borrower, Bourse Office Borrower and Bourse Garage Borrower, together with their respective permitted successors and permitted assigns, jointly and severally, each, a "**Borrower**" and collectively, "**Borrower**"), to Assignor, dated as of April 5, 2019 to be effective as of April 11, 2019, and recorded on April 16, 2019 in the land records of Philadelphia County, State of Pennsylvania as Document Id: 53501510 (the "**Security Instrument**"), such Security Instrument, in the maximum principal amount of $182,600,000.00 encumbering premises described therein located in Philadelphia County, State of Pennsylvania, as more particularly described in Exhibit A attached hereto;

TOGETHER WITH all of Assignor's right, title and interest, if any, in and to all notes and contracts described or referred to in the Security Instrument, all guarantees of the Security Instrument, all assumptions of the Security Instrument, the money due and to become due thereon with interest and all contract rights accrued or to accrue under the Security Instrument.

Assignee assumes all liabilities and obligations of Assignor arising under the Security Instrument on and after the date hereof.

This Assignment and Assumption of Interest Under Open-End Fee and Leasehold Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing (this "**Assignment and Assumption**") will be binding on and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

[SIGNATURE PAGE FOLLOWS]

This Assignment and Assumption may be executed in one or more counterparts, each of which when so executed and delivered shall be deemed an original, but all of which taken together shall constitute but one and the same instrument.

KREF CAPITAL LLC,
a Delaware limited liability company

By: _____
Name: Patrick Mattson
Title: Authorized Signatory

ACKNOWLEDGMENT

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On May 9, 2023, before me, GAIL ALEXANDER, Notary Public, personally appeared PATRICK MATTSON, Authorized Signatory, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of NEW YORK that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

GAIL ALEXANDER
Notary Public - State of New York
NO. 01AL6441445
Qualified in Kings County
My Commission Expires Sep 26, 2026

KREF LENDING III LLC,
a Delaware limited liability company

By: _____
Name: Patrick Mattson
Title: Authorized Signatory

ACKNOWLEDGMENT

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On May 9, 2023, before me, GAIL ALEXANDER, Notary Public, personally appeared PATRICK MATTSON, Authorized Signatory, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of NEW YORK that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

GAIL ALEXANDER
Notary Public - State of New York
NO. 01AL6441445
Qualified in Kings County
My Commission Expires Sep 26, 2026

Address Certification for Assignee

30 Hudson Yards, Suite 7500, New York, New York 10001

I certify that the address of the within named Assignee is:

x _____

On behalf of the Assignee

EXHIBIT A

LEGAL DESCRIPTION

Parcel 1:

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected.

SITUATE in the 5th Ward of the City of Philadelphia, described according to a Plan of Property made for Mall Building Joint Venture by Barton and Martin Engineers dated 8/4/1983 and recorded 8/31/1983 as follows, to wit:

BEGINNING at the point of intersection of the East side of 4th Street (65 feet wide) and the North side of Chestnut Street (60 feet wide); thence extending in a Northerly direction along the Easterly side of 4th Street, 159 feet, 9-3/4 inches to a point; thence extending in an Easterly direction on a line at right angles to 4th Street and passing through a wall 74 feet, 9-1/4 inches to a point; thence extending in a Northerly direction on a line at right angles to Chestnut Street and passing through a wall 15 feet, 1/4 of an inch to a point; thence extending in an Easterly direction on a line parallel with Chestnut Street and passing through a wall 75 feet, 3-3/4 inches to a point; thence extending in a Southerly direction on a line parallel with Orianna Street 17 feet, 6 inches wide and passing through a wall the distance of 10 feet, 9 inches to a point; thence extending in a Westerly direction on a line parallel with Chestnut Street and passing through a wall 00 feet, 9 inches to a point; thence extending in a Southerly direction on the line parallel with Orianna Street and passing through a wall 164 feet, 3 inches to a point on the North side of Chestnut Street; thence extending in a Westerly direction along the North side of Chestnut Street 150 feet, 1 and 5/8 inches to the point of intersection of the North side of Chestnut Street and the East side of 4th Street being the first mentioned point and place of beginning.

BEING 325-41 Chestnut Street, Philadelphia, Pennsylvania

BEING OPA NO. 88-3302500

Parcel 2:

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected.

SITUATE in the 5th Ward of the City of Philadelphia, Commonwealth of Pennsylvania described in accordance with a Survey and Plan of Property made for the Ludlow Fourth Company by Barton and Martin Engineers dated February 23, 1998, last revised 1/11/2001, as follows:

BEGINNING at a point marking the intersection of the South side of Market Street (100 feet wide) and the West side of 4th Street (68.21 feet wide); thence extending along the said side of 4th Street in a Southerly direction 113 feet 3 inches to a point on the intersection of the West side of 4th Street and the North side of Ludlow Street (28.75 feet wide); thence extending along the said side of Ludlow Street in a Westerly direction 163 feet 11-1/4 inches to a point; thence extending in a Northerly direction at right angles to Ludlow Street and Market Street and along the West face of a wall 113 feet 3 inches to a point on the South side of Market Street; thence extending along the said side of Market Street in an Easterly direction 165 feet 4-1/4 inches to the first mentioned point and place of beginning.

BEING 400 Market Street, Philadelphia, Pennsylvania

BEING OPA NO. 88-3012000

Parcel 3:

ALL THAT CERTAIN piece of ground with buildings and improvements thereon erected.

SITUATE in the 5th Ward, City of Philadelphia, Commonwealth of Pennsylvania, as shown on Plan of subdivision prepared by Alpha Engineering Associates, Inc., Trevose, Pennsylvania dated February 9, 1987 last revised March 8, 1988 and more particularly described as follows, to wit:

BEGINNING at a point on the Westerly side of 4th Street (50 feet wide), said point being a distance of 54 feet, 10 inches Northwardly from the intersection of the Northerly side of Chestnut Street (60 feet wide) and said Westerly side of 4th Street;

Thence from said point of beginning, Westwardly on a line parallel with said Chestnut Street, passing into a wall, the distance of 141 feet, 4-7/8 inches to a point; thence Northwardly, partially passing through and along said wall, the distance of 109 feet, 3 inches to a point on the Southerly side of Ranstead Street (variable width); thence Eastwardly, along the said side of Ranstead Street, the distance of 141 feet, 6-5/8 inches to a point, said point being the intersection of the said Southerly

side of Ranstead Street and the Westerly side of said 4th Street; thence Southwardly, along the said side of 4th Street, the distance of 109 feet, 0-3/4 inches to the first mentioned point and place of BEGINNING.

BEING 400 Ranstead Street, Philadelphia, Pennsylvania 19106

BEING OPA NO. 883409600

Parcel 4:

PREMISES A

ALL THAT CERTAIN land, property and space with the improvements thereon, SITUATE in the 5th Ward of the City of Philadelphia, Commonwealth of Pennsylvania, located at and beneath the plane formed by the top of a slab forming the floor of the former 3rd floor now the existing 5th floor, the top of which slab has an elevation of 69.39 feet above City Datum, being within and bounded by surfaces formed by projecting vertically between the aforesaid planes, the boundaries of a parcel of land bounded and described with dimensions on the surface of earth, in accordance with a Survey and Plan of Property made by Surveyor and Regulator of the 3rd Survey District, as follows, to wit:

BEGINNING at a point of intersection formed by the Easterly side of 5th Street (variable width) and the Southerly side of Ludlow Street (28.75 feet wide), thence extending Eastwardly along the said Southerly side of Ludlow Street the distance of 362.57 feet to a point on the Westerly side of 4th Street (variable width), thence extending Southwardly along the said Westerly side of 4th Street 131.82 feet to a point on the Northerly side of Ranstead Street (Variable Width), thence Westwardly along the said Northerly side of Ranstead Street 362.37 feet to a point on the said Easterly side of 5th Street, thence Northwardly along the said Easterly side of 5th Street 131.82 feet to a point on the Southerly side of Ludlow Street being the first mentioned point and place of BEGINNING.

TOGETHER with a permanent and perpetual right and easement for support and access in favor of the parcel described as follows:

ALL THAT CERTAIN LAND, property and space with the improvements thereon, SITUATE in the 5th Ward of the City of Philadelphia, Commonwealth of Pennsylvania, located at and above the plane formed by the top of a slab forming the floor of the former 3rd floor now the existing 5th floor, the top of which slab has an elevation of 69.39 feet above City Datum, being within and bounded by surfaces formed by projecting vertically between the aforesaid planes, the boundaries of a parcel of land bounded and described with dimensions on the surface of earth in accordance with a Survey and Plan of property prepared by Barton and Martin, Engineers, dated May 26, 1998, and revised June 22, 1998 as follows, to wit:

BEGINNING at a point of intersection formed by the Easterly side of 5th Street (variable width) and the Southerly side of Ludlow Street (28.75 feet wide), thence extending Eastwardly along the said Southerly side of Ludlow Street the distance of 362.57 feet to a point on the Westerly side of 4th Street (variable width), thence Southwardly along the said Westerly side of 4th Street 131.82 feet to a point on the Northerly side of Ranstead Street (variable width), thence Westwardly along said Northerly side of Ranstead Street 362.37 feet to a point on the said Easterly side of 5th Street, thence Northwardly along the said Easterly side of 5th Street 131.82 feet to a point on the Southerly side of Ludlow Street being the first mentioned point and place of BEGINNING.

PREMISES B

ALL THAT CERTAIN land, property and space with the improvements thereon, SITUATE in the 5th Ward of the City of Philadelphia, Commonwealth of Pennsylvania, located at and above the plane formed by the top of a slab forming the floor of the former 3rd floor now the existing 5th floor, the top of which slab has an elevation of 69.39 feet above City Datum, being within and bounded by surfaces formed by projecting vertically between the aforesaid planes, the boundaries of a parcel of land bounded and described with dimensions on the surface of earth, in accordance with a Survey and Plan of Property made by Surveyor and Regulator of the 3rd Survey District, as follows, to wit:

BEGINNING at a point of intersection formed by the Easterly side of 5th Street (variable width) and the Southerly side of Ludlow Street (28.75 feet wide), thence extending Eastwardly along the said Southerly side of Ludlow Street the distance of 362.57 feet to a point on the Westerly side of 4th Street (variable width), thence extending Southwardly along the said westerly side of 4th Street 131.82 feet to a point on the Northerly side of Ranstead Street (variable width), thence Westwardly along the said Northerly side of Ranstead Street 362.37 feet to a point on the said Easterly side of 5th Street, thence Northwardly along the said Easterly side of 5th Street 131.82 feet to a point on the Southerly side of Ludlow Street being the first mentioned point and place of BEGINNING.

TOGETHER with a permanent and perpetual right and easement for support and access in favor of the parcel described as follows:

ALL THAT CERTAIN LAND, property and space with the improvements thereon.

SITUATE in the 5th Ward of the City of Philadelphia, Commonwealth of Pennsylvania, located at and below the plane formed by the top of a slab forming the floor of the former 3rd floor now the existing 5th floor, the top of which slab has an elevation of 69.39 feet above City Datum, being within and bounded by surfaces formed by projecting vertically between the aforesaid planes, the boundaries of a parcel of land bounded and described with dimensions on the surface of earth in accordance with a Survey and Plan of property prepared by Barton and Martin, Engineers, dated May 26, 1998, and revised June 22, 1998 as follows, to wit:

BEGINNING at a point of intersection formed by the Easterly side of 5th Street (variable width) and the Southerly side of Ludlow Street (28.75 feet wide), thence extending Eastwardly along the said Southerly side of Ludlow Street the distance of 362.57 feet to a point on the Westerly side of 4th Street (variable width), thence Southwardly along the said Westerly side of 4th Street 131.82 feet to a point on the Northerly side of Ranstead Street (variable width), thence Westwardly along said Northerly side of Ranstead Street 362.37 feet to a point on the said Easterly side of 5th Street, thence Northwardly along the said Easterly side of 5th Street 131.82 feet to a point on the Southerly side of Ludlow Street being the first mentioned point and place of BEGINNING.

BEING 111 South Independence Mall East A, 111 South Independence Mall East B, Philadelphia, Pennsylvania 19106

BEING OPA Nos. 883101010 and 883101510

Leasehold Parcel:

That certain Market area as defined in that certain unrecorded Master Lease effective July 1, 2017, between Bourse Mall Associates, L.P. and Bourse Food Hall, LLC and further specified in Exhibit A to the Lease.

Addendum D

Leases

PARKING LEASE AGREEMENT

This Parking Lease Agreement (this "**Lease**") is entered into as of June 28, 2024 (the "**Effective Date**"), between **KREF LENDING III LLC**, a Delaware limited liability company ("**Landlord**"), and **LAK BOURSE OWNER, LLC**, a Delaware limited liability company ("**Tenant**").

1. **Lease**. Subject to the terms of this Lease, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Parking Spaces (as defined below), together with the right to use and access the Parking Spaces and the number of parking access devices necessary to allow Tenant to access and use the Parking Spaces, in the parking garage located at 400 Ranstead Street, Philadelphia, Pennsylvania 19106 on the real property more particularly described in Exhibit A attached hereto and commonly known as Bourse Garage (the "**Parking Area**"). The Parking Spaces are leased to Tenant on an unreserved basis, but Tenant shall always have access to and use of the number of the Parking Spaces leased to Tenant hereunder. As used herein, the "**Parking Spaces**" shall initially mean fifty (50) parking spaces located within the Parking Area; provided, however, that Tenant shall have the right, in Tenant's sole discretion, to lease up to an additional (50) parking spaces within the Parking Area (for up to a total of one hundred (100) parking spaces located within the Parking Area), or to lease less than fifty (50) parking spaces within the Parking Area, subject to the remaining provisions of this Section 1. No later than one hundred eighty (180) days after the Commencement Date (as defined below) (the "**Parking Space Notice Deadline Date**"), Tenant shall notify Landlord in writing if Tenant elects to lease less than or more than fifty (50) Parking Spaces (including, without limitation, parking access devices) to which Tenant is entitled under this Lease (and if so, Tenant shall designate the number of Parking Spaces and access devices which Tenant desires to take and pay for the balance of the Term of the Lease), which number shall become effective for the balance of the Term. If Tenant fails to so notify Landlord in writing on or prior to the Parking Space Notice Deadline Date (time being of the essence with respect to such notice), then Tenant shall be deemed to have elected to take and pay for fifty (50) Parking Spaces provided to Tenant under this Lease and Tenant shall pay for all of such fifty (50) parking access devices to which Tenant is entitled to use under this Lease, regardless whether Tenant actually uses such parking access devices.

2. **Term**. The term of this Lease (the "**Term**") shall commence on the date on which the hotel intended to be developed by Tenant (the "**Bourse Hotel**") at the real property commonly known as the Bourse and located at 111 S. Independence Mall, Philadelphia, Pennsylvania 19106 (the "**Bourse Property**") first opens for business to the general public (the "**Commencement Date**") and shall expire on the last day of the 120th full calendar month following the Commencement Date, unless sooner terminated in accordance with the terms hereof; provided that Tenant shall give written notice to Landlord no later than 120 days before the date on which the Bourse Hotel first opens for business to the general public, time being of the essence with respect to such notice. Tenant shall execute and deliver to Landlord, within ten days after Landlord's written request therefor, a letter on Landlord's standard form therefor confirming the Commencement Date and the expiration date of the Term; however, the failure of the parties to execute such letter shall not defer the Commencement Date or otherwise invalidate this Lease. Notwithstanding anything contained in this Lease to the contrary, Tenant shall have the right, in Tenant's sole discretion, to terminate this Lease in connection with the sale, conveyance or other transfer of all or substantially all of Tenant's interest in the Bourse Hotel and/or the Bourse Property (each a "**Bourse Transfer**") by delivering written notice of such Bourse Transfer to Landlord, in which event this Lease shall terminate effective as of the date that is 60 days after Landlord's receipt of such notice.

3. **Parking Rent**. Regardless of whether Tenant elects to use the Parking Spaces, Tenant shall pay to Landlord parking rent (plus all applicable taxes) (collectively, "**Parking Rent**") during the Term equal to the then current monthly rate then established by Landlord for the general public's use of unreserved parking spaces in the Parking Area for each such Parking Space, on the first day of each month during the Term. As of the date hereof, the rate for unreserved parking spaces in the Parking Area for the general public is $305.00 per space, per month. Parking Rent and all other sums that Tenant may owe to Landlord or otherwise be required to pay under the Lease are referred to herein as "**Rent**".

4. **Delinquent Payment; Handling Charges**. All past due payments required of Tenant hereunder that are past due for more than five (5) business days shall bear interest from the date due until paid at the lesser of twelve percent (12%) per annum or the maximum lawful rate of interest; additionally, Landlord may charge Tenant a fee equal to 5% of the delinquent payment to reimburse Landlord for its cost and inconvenience incurred as a consequence of Tenant's delinquency. In no event, however, shall the charges permitted under this Section 4 or

elsewhere in this Lease, to the extent they are considered to be interest under applicable law, exceed the maximum lawful rate of interest.

5. **Permitted Use**. Tenant shall use the Parking Area only for purposes of parking cars and shall comply with the requirements of all applicable governmental laws, rules and regulations. Tenant shall have access to and use of the Parking Spaces three hundred sixty-five (365) days a year on a twenty-four (24) hour, seven (7) days a week, basis, subject to the terms and conditions of this Lease. Each of Tenant, any agents, contractors or employees of Tenant, any tenants, occupants or guests of the Bourse Property, including, without limitation, hotel guests, and all of its and their respective agents, employees and contractors (each, including Tenant, a "**Tenant Party**"), shall be entitled to access and use the Parking Spaces leased to Tenant hereunder subject to the terms and conditions of this Lease.

5.1 Landlord reserves the right to adopt, modify, and enforce reasonable rules and regulations governing the use of the Parking Area from time to time including designation of assigned or reserved parking spaces or areas, requiring use of any key-card, sticker, or other identification or entrance systems and charging a fee for replacement of any such key-card sticker or other item used in connection with any such system and hours of operations, provided that Landlord enforces all such rules and regulations in a uniform non-discriminatory manner and provided further that no such rules and regulations shall increase Tenant's monetary obligations hereunder, materially increase Tenant's other obligations hereunder or materially decrease Tenant's rights hereunder. Landlord may refuse to permit any individual person who violates such rules and regulations to park in the Parking Area, and any violation of the rules and regulations shall subject the car to removal from the Parking Area.

5.2 If, because of an act of a Tenant Party beyond the mere parking of cars within the Parking Area in accordance with this Lease, the rate of insurance on the Parking Area is located or its contents increases, then such acts shall be a default hereunder, Tenant shall pay to Landlord the amount of such increase on demand, and acceptance of such payment shall not waive any of Landlord's other rights. Tenant shall conduct its business and control each other Tenant Party so as not to create any nuisance or unreasonably interfere with other users or Landlord in its management of the Parking Area.

5.3 Subject to the terms and conditions of this Lease, Landlord shall at all times be responsible for maintaining the Parking Area and the Parking Spaces in good order, condition and repair, making replacements when necessary. Tenant shall not make, nor be permitted to make, any alterations, improvements, additions or installations to the Parking Area. Tenant shall not cause or permit any other Tenant Party to cause any waste or damage to any portion of the Parking Area. Tenant shall repair or replace, subject to Landlord's direction and supervision, any damage to the Parking Area caused by a Tenant Party.

5.4 Landlord may make modifications and alterations to the design, configuration, size, construction, function or operation of the Parking Area, including, without limitation, the temporary relocation of any of Tenant's parking spaces to substitute nearby parking, on a temporary basis, and the substitution or closure of access points for security reasons or otherwise on a temporary basis, at any time and from time to time during the Term as reasonably necessary to accommodate maintenance matters, rebuilding after a casualty, other reconstruction and similar matters, and only for a reasonable period of time. Any substituted parking spaces or access points shall be reasonably comparable to the Parking Area or access points thereto and shall be located within reasonably proximity of the Bourse Hotel. Except in the event of an emergency, Landlord shall provide at least 60 days' prior written notice to Tenant of any proposed temporary relocation of any of Tenant's parking spaces, which notice shall contain (a) the proposed location of the substituted parking spaces, (b) the estimated duration of the temporary relocation and an explanation of the maintenance or other matter necessitating such relocation, and (c) the details of any proposed permanent changes to the Parking Area following the temporary relocation. In no event shall Tenant be obligated to temporarily relocate or to accept substitute parking spaces more than once per calendar year. This section shall not apply to temporary closures of portions of the Parking Area for routine upkeep, such as power washing and striping. In exercising its rights under this Section 5.4, Landlord shall use commercially reasonable efforts to minimize any unreasonable interruption of Tenant's use and access to the Parking Spaces.

6. **Tenant's Insurance**. Tenant shall maintain throughout the Term the following insurance policies: (a) commercial general liability insurance in amounts of $1,000,000 per occurrence in primary coverage with an additional $5,000,000 in umbrella coverage, insuring Tenant, Landlord, Landlord's agents and their respective

affiliates against all liability for injury to or death of a person or persons or damage to property arising from the use and occupancy of the Parking Area by any Tenant Party, (b) insurance covering the full value of Tenant's property and improvements in the Parking Area, if any, (c) contractual liability insurance sufficient to cover Tenant's indemnity obligations hereunder, (d) worker's compensation insurance, containing a waiver of subrogation endorsement acceptable to Landlord, if applicable, and (e) business interruption insurance. Notwithstanding the foregoing, Tenant may elect to self-insure for the risks that would be covered under the business interruption insurance required under clause (e) above. Tenant's insurance shall provide primary coverage to Landlord when any policy issued to Landlord provides duplicate or similar coverage, and in such circumstance Landlord's policy will be excess over Tenant's policy. Prior to the Commencement Date and thereafter upon request by Landlord, Tenant shall furnish to Landlord certificates of such insurance and such other evidence satisfactory to Landlord of the maintenance of all insurance coverages required hereunder, and Tenant shall obtain a written obligation on the part of each insurance company to notify Landlord at least 30 days (or 10 days in the event of nonrenewal due to nonpayment of premium) before cancellation of any such insurance policies. Tenant shall promptly notify Landlord after obtaining actual knowledge of any material changes in Tenant's insurance policies required above. All such insurance policies shall be in commercially reasonable form, and issued by companies licensed in the Commonwealth of Pennsylvania and having an AM Best's rating of at least A-VIII. Any insurance required to be maintained by Tenant may be taken out under a blanket insurance policy or policies covering other premises, property or insureds in addition to the Parking Area and Tenant, provided the commercial general liability and umbrella coverages are on a per location aggregate basis (or contain a per location aggregate endorsement) and such blanket policy or policies otherwise comply with this Section 6.

7. **No Subrogation**. Notwithstanding anything contained in this Lease to the contrary, Landlord and Tenant each waives any claim it might have against the other for any injury to or death of any person or persons or damage to or theft, destruction, loss, or loss of use of any property (a "**Loss**"), to the extent the same is insured against (or permitted to be self-insured against) under any insurance policy that covers the Parking Area, Landlord's or Tenant's fixtures, personal property, leasehold improvements, or business, or, in the case of Tenant's waiver, is required to be insured against under the terms hereof, **regardless of whether the negligence of the other party caused such Loss**. Each party shall cause its insurance carrier to endorse all applicable policies waiving the carrier's rights of recovery under subrogation or otherwise against the other party. Notwithstanding any provision in this Lease to the contrary, Landlord, its agents, employees and contractors shall not be liable to Tenant or to any party claiming by, through or under Tenant for (and Tenant hereby releases Landlord and its servants, agents, contractors, employees and invitees from any claim or responsibility for) any Loss of any Tenant Party located in or about the Parking Area or as a result of or in connection with the parking of motor vehicles in the Parking Area, **regardless of whether the negligence of any party caused such Loss in whole or in part (other than a Loss arising from the sole or gross negligence, or willful misconduct, of Landlord or its agents, employees or contractors)**. Tenant acknowledges that Landlord shall not carry insurance on, and shall not be responsible for damage to, any property of any Tenant Party located in or about the Parking Area. This Section 7 shall survive the expiration or earlier termination of this Lease.

8. **Tenant Risk; Indemnity**. All motor vehicles (including all contents thereof) of a Tenant Party shall be parked in the Parking Area at the sole risk of Tenant and each other Tenant Party, it being expressly agreed and understood Landlord has no duty to insure any of said motor vehicles (including the contents thereof), and Landlord is not responsible for the protection and security of such vehicles. Subject to Section 7 above, Tenant shall defend, indemnify, and hold harmless Landlord and its representatives and agents from and against all claims, demands, liabilities, causes of action, suits, judgments, damages, and reasonable expenses (including reasonable attorneys' fees) arising from or related to this Lease or use of the Parking Area by Tenant or a Tenant Party, **even though caused or alleged to be caused by the negligence or fault of Landlord or its agents (other than a Loss arising from the sole or gross negligence, or willful misconduct, of Landlord or its agents), and even though any such claim, cause of action, or suit is based upon or alleged to be based upon the strict liability of Landlord or its agents. This indemnity is intended to indemnify Landlord and its agents against the consequences of their own negligence when Landlord or its agents are jointly, comparatively, contributively, or concurrently negligent with Tenant**. However, subject to Section 7 above, if Landlord is found to be partially negligent by a court of competent jurisdiction in a final, non-appealable judgment, Landlord shall be responsible for paying its proportion of the applicable damage award, calculated using the percentage of Landlord's negligence as determined by such court. Subject to Section 7 above, Landlord shall defend, indemnify, and hold harmless Tenant and its representatives and agents from and against all claims, demands, liabilities, causes of action, suits, judgments, damages, and

reasonable expenses (including reasonable attorneys' fees) arising from or related to use of the Parking Area by Tenant or a Tenant Party **to the extent caused or alleged to be caused by the sole or gross negligence, or willful misconduct, of Landlord or its agents, employees or contractors**. This Section 8 shall survive the expiration or earlier termination of this Lease. If any proceeding is filed for which indemnity is required hereunder, the indemnifying party agrees, upon request therefor, to defend the indemnified party in such proceeding at its sole cost utilizing counsel satisfactory to the indemnified party.

9. **No Assignment**. Tenant shall not assign, sublet nor otherwise transfer any of Tenant's rights under this Lease nor permit any person or entity (other than Tenant and any other Tenant Party) to use the Parking Area or any portion thereof (each a "**Transfer**"). Notwithstanding the foregoing, Tenant shall have the right, without Landlord's consent, to assign or transfer Tenant's rights under this Lease to any person or entity who acquires all or substantially all of Tenant's interest in the Bourse Hotel and/or the Bourse Property, provided that Tenant gives Landlord written notice of any such assignment or transfer no later than ten (10) days after the effective date thereof, and the applicable assignee or transferee executes a commercially reasonable written assumption agreement agreeing to be bound by and comply with this Lease from and after the effective date of such assignment or transfer (each a "**Permitted Transfer**"). Any such attempt to assign or transfer in violation of this Section 9 shall be, in Landlord's sole discretion, void and of no effect.

10. **Subordination; Attornment; Notice to Landlord's Mortgagee**.

10.1 **Subordination**. Subject to the express terms of any subordination, non-disturbance and attornment agreement executed between Landlord's Mortgagee, Landlord and Tenant, this Lease shall be subordinate to the lien of any deed of trust, mortgage, or other security instrument (each, a "**Mortgage**"), or any ground lease, master lease, or primary lease (each, a "**Primary Lease**"), that now or hereafter covers all or any part of the Parking Area (the mortgagee under any such Mortgage, beneficiary under any such deed of trust, or the lessor under any such Primary Lease is referred to herein as a "**Landlord's Mortgagee**"). Any Landlord's Mortgagee may elect, at any time, unilaterally, to make this Lease superior to its Mortgage, Primary Lease, or other interest in the Parking Area by so notifying Tenant in writing. The provisions of this Section shall be self-operative and no further instrument of subordination shall be required; however, in confirmation of such subordination, Tenant shall execute and return to Landlord (or such other party designated by Landlord) within ten days after written request therefor such reasonable documentation, in recordable form if required, as a Landlord's Mortgagee may reasonably request to evidence the subordination of this Lease to such Landlord's Mortgagee's Mortgage or Primary Lease (including a subordination, non-disturbance and attornment agreement) or, if the Landlord's Mortgagee so elects, the subordination of such Landlord's Mortgagee's Mortgage or Primary Lease to this Lease.

10.2 **Attornment**. So long as the applicable Landlord's Mortgagee has agreed not to disturb Tenant's rights under this Lease unless an Event of Default exists, Tenant shall attorn to any party succeeding to Landlord's interest in the Parking Area, whether by purchase, foreclosure, deed in lieu of foreclosure, power of sale, termination of lease, or otherwise, upon such party's request, and shall execute such reasonable agreements confirming such attornment as such party may reasonably request.

10.3 **Notice to Landlord's Mortgagee**. Subject to the express terms and conditions of any subordination, non-disturbance and attornment agreement executed between Landlord's Mortgagee, Landlord and Tenant, Tenant shall not seek to enforce any remedy it may have for any default on the part of Landlord without first giving written notice by certified mail, return receipt requested, or by nationally recognized overnight courier, specifying the default in reasonable detail, to any Landlord's Mortgagee whose address has been given to Tenant, and affording such Landlord's Mortgagee a reasonable opportunity to perform Landlord's obligations hereunder.

10.4 **Landlord's Mortgagee's Protection Provisions**. If Landlord's Mortgagee shall succeed to the interest of Landlord under this Lease, then subject to the express terms and conditions of any subordination, non-disturbance and attornment agreement executed between Landlord's Mortgagee, Landlord and Tenant, Landlord's Mortgagee shall not be: (a) liable for any act or omission of any prior lessor (including Landlord); (b) bound by any rent or additional rent or advance rent which Tenant might have paid for more than the current month to any prior lessor (including Landlord), and all such rent shall remain due and owing, notwithstanding such advance payment; (c) bound by any security or advance rental deposit made by Tenant which is not delivered or paid over to Landlord's Mortgagee and with respect to which Tenant shall look solely to Landlord for refund or reimbursement; (d) bound by

any termination, amendment or modification of this Lease made without Landlord's Mortgagee's consent and written approval, except for those terminations, amendments and modifications made pursuant to the express terms of this Lease or permitted to be made by Landlord without Landlord's Mortgagee's consent pursuant to the terms of the loan documents between Landlord and Landlord's Mortgagee; (e) subject to the defenses which Tenant might have against any prior lessor (including Landlord); and (f) subject to the offsets which Tenant might have against any prior lessor (including Landlord) except for those offset rights which (1) are expressly provided in this Lease, (2) relate to periods of time following the acquisition of the Parking Area by Landlord's Mortgagee, and (3) Tenant has provided written notice to Landlord's Mortgagee and provided Landlord's Mortgagee a reasonable opportunity to cure the event giving rise to such offset event. Landlord's Mortgagee shall have no liability or responsibility under or pursuant to the terms of this Lease or otherwise after it ceases to own fee simple title to the Parking Area. The foregoing provisions shall not, however, relieve Landlord's Mortgagee from the obligation to perform any repair or maintenance obligation of Landlord expressly set forth in this Lease that is a continuing default performable from and after the date of acquisition of the Parking Area by Landlord's Mortgagee, and provided Tenant has provided written notice to Landlord's Mortgagee and provided Landlord's Mortgagee a reasonable opportunity to cure such default as provided herein. Additionally, with regard to clause (d) above, Landlord shall either (i) obtain the consent of Landlord's Mortgagee for any termination, amendment or modification of the Lease where such consent is required, or (ii) represent and warrant to Tenant that the consent of Landlord's Mortgagee is not required. Nothing in this Lease shall be construed to require Landlord's Mortgagee to see to the application of the proceeds of any loan, and Tenant's agreements set forth herein shall not be impaired on account of any modification of the documents evidencing and securing any loan. As used in this Section 10.4, Landlord's Mortgagee shall include any non-affiliated party succeeding to Landlord's interest in the Parking Area, whether by purchase, foreclosure, deed in lieu of foreclosure, power of sale, termination of lease, or otherwise. If any conflict exists or arise between the terms of this Section 10.4 and the terms of the mortgagee protection provisions contained in any executed subordination, non-disturbance and attornment agreement, the terms of the mortgagee protection provisions in the executed subordination, non-disturbance and attornment agreement shall prevail.

10.5 **Subordination, Non-Disturbance and Attornment Agreement**. Landlord shall obtain a subordination, non-disturbance and attornment agreement from the current Landlord's Mortgagee in the form of Exhibit B hereto, and Landlord shall use commercially reasonable efforts to obtain a subordination, non-disturbance and attornment agreement from any future Landlord's Mortgagee, in such Landlord's Mortgagee's standard form therefor with such changes as Tenant and such Landlord's Mortgagee may agree; however, Landlord's failure to obtain such agreement shall not constitute a default by Landlord hereunder or in any manner affect Tenant's obligations and liabilities under this Lease or prohibit the mortgaging of the Parking Area; and further provided that any costs associated with obtaining such subordination, non-disturbance and attornment agreement shall be paid by Tenant within 15 days after Landlord's written request therefor. As used in this Section 10.5, "commercially reasonable efforts" shall not be deemed to include the incurrence by Landlord of any additional expense (unless Tenant agrees in writing to reimburse Landlord for all such expenses) or liabilities or obligations with respect to the existing mortgage or Landlord's Mortgagee. The subordination of Tenant's rights hereunder to any future Landlord's Mortgagee under Section 10.1 shall be conditioned upon such future Landlord's Mortgagee's execution and delivery of a subordination, non-disturbance and attornment agreement in such Landlord's Mortgagee's standard form therefor with such changes thereto as may be agreed upon by Tenant and such Landlord's Mortgagee.

11. **Estoppel Certificates**. From time to time, each party (the "**Disclosing Party**") shall furnish to any party designated by the other party (the "**Requesting Party**"), within ten days after the Requesting Party has made a request therefor, a certificate signed by the Disclosing Party confirming and containing such reasonable factual certifications and representations as to this Lease as the Requesting Party may reasonably request. If the Disclosing Party does not deliver to the Requesting Party the certificate signed by the Disclosing Party within such required time period, then any prospective purchaser, mortgagee or other any other reliance party reasonably designated, may conclusively presume and rely upon the following facts (absent actual knowledge of facts to the contrary): (a) this Lease is in full force and effect; (b) the terms and provisions of this Lease have not been changed except as otherwise represented by Landlord; (c) not more than one monthly installment of Parking Rent and other charges have been paid in advance; (d) there are no claims against the Requesting Party nor any defenses or rights of offset against collection of Rent or other charges; and (e) Requesting Party is not in default under this Lease. In such event, the Disclosing Party shall be estopped from denying the truth of the presumed facts as against such prospective purchaser, mortgagee or other reliance party reasonably designated.

12. **Holding Over**. If Tenant fails to vacate the Parking Area at the end of the Term, then Tenant shall be a tenant at will and, in addition to all other damages and remedies to which Landlord may be entitled for such holding over, Tenant shall pay, in addition to the other amounts payable hereunder, a daily Parking Rent equal to 125% of the daily Parking Rent payable during the last month of the Term. The provisions of this Section 12 shall not be deemed to limit or constitute a waiver of any other rights or remedies of Landlord provided herein or at law. If Tenant fails to surrender the Parking Area upon the termination or expiration of this Lease, in addition to any other liabilities to Landlord accruing therefrom, Tenant shall protect, defend, indemnify and hold Landlord harmless from all loss, costs (including reasonable attorneys' fees) and liability resulting from such failure, including, without limiting the generality of the foregoing, any claims made by any succeeding tenant or Tenant founded upon such failure to surrender, and, if such holdover lasts for more than 60 days, any lost profits to Landlord resulting therefrom.

13. **Damage to or Destruction of Parking Garage; Eminent Domain**.

13.1 **Damage to or Destruction of Parking Garage**. If the Parking Area or any part thereof is destroyed or damaged by fire or other casualty, subject to this Section 13, Landlord shall reconstruct the Parking Area at its own expense using the applicable insurance proceeds to as near the same condition as existed prior to the destruction or damage, to the extent of the insurance proceeds actually received by Landlord for the casualty in question. If, as a result of such casualty, any or all of the Parking Area is rendered unusable, Parking Rent shall be abated on a proportionate basis from the date of damage until the earlier of (a) completion of Landlord's repairs or (b) the date upon which Landlord provides Tenant with substitute parking spaces in accordance with Section 5.4 above, unless a Tenant Party caused such damage, in which case, Tenant shall continue to pay Parking Rent without abatement. If a casualty occurs and (1) Landlord estimates that the damage cannot be repaired within one year following the commencement of repairs, (2) the damage exceeds 50% of the replacement cost thereof (excluding foundations and footings), as estimated by Landlord, (3) such damage occurs during the last year of the Term, (4) regardless of the extent of damage, the damage is not fully covered by Landlord's insurance policies (other than any customary deductible) or Landlord makes a good faith determination that restoring the damage would be uneconomical, (5) Landlord cannot rebuild the Parking Area due to governmental restrictions or requirements, or (6) Landlord is required to pay any insurance proceeds arising out of the casualty to a Landlord's Mortgagee, then either Tenant or Landlord may terminate this Lease by giving written notice of its election to terminate within sixty (60) days after the date of casualty, provided, however, that Landlord may not terminate this Lease under clauses (1), (2), (4), (5) or (6) unless Landlord also terminates the leases and other agreements for use of the parking spaces within the Parking Area having comparable or greater casualty damage and which Landlord has the contractual right to terminate in connection therewith.

13.2 **Eminent Domain**. If the whole or a part of the Parking Area sufficient to prevent ingress and egress to the number of parking spaces allocated to Tenant hereunder is taken by any public or quasi-public authority under the power of eminent domain or condemnation, or in the event of an equivalent conveyance in lieu thereof (a, "**Taking**"), then this Lease shall terminate on the date when Tenant is required to yield possession pursuant to the terms of such taking or conveyance. If any Taking occurs, then Landlord shall receive the entire award or other compensation for the Parking Area and other improvements taken.

13.3 **Waiver**. The provisions of this Section 13 shall constitute Tenant's sole and exclusive remedy in the event of any casualty or similar damage or destruction to the Parking Area or any Taking, and Tenant waives and releases all statutory rights and remedies in favor of Tenant in the event of such damage, destruction or a Taking. Except for any abatement or award expressly provided under this Section 13, no damages, compensation or claim shall be payable by Landlord for any inconvenience, any interruption or cessation of Tenant's business, or any annoyance, in any case arising from any such damage or destruction of all or any portion of the Parking Area or any Taking.

14. **Events of Default**. Each of the following events shall be deemed to be an "**Event of Default**" by Tenant under this Lease:

14.1 **Payment Default**. Tenant's failure to pay Rent within five business days after Landlord has delivered written notice to Tenant that the same is due; however, an Event of Default shall occur hereunder without any obligation of Landlord to give any notice if Tenant fails to pay Rent when due and, during the 12 month interval preceding such failure, Landlord has given Tenant written notice thereof on one or more occasions;

14.2 **Prohibited Payments**. Tenant or any guarantor of Tenant's obligations under this Lease becomes an entity from which Landlord is legally prohibited from accepting Rent payments or otherwise transacting business;

14.3 **Estoppel; Subordination**. Tenant fails to provide any estoppel certificate or documentation regarding the subordination of this Lease pursuant to Sections 10 or 11 above within ten days after Landlord's written request therefor;

14.4 **Insurance**. Tenant fails to procure, maintain and deliver to Landlord evidence of the insurance policies and coverages as and when required hereunder, and such failure shall continue for five business days after Landlord's demand therefor;

14.5 **Unpermitted Transfer**. Tenant shall Transfer this Lease except as expressly permitted in this Lease;

14.6 **Other Defaults**. Tenant's failure to perform, comply with, or observe any agreement or obligation of Tenant under this Lease other than provided in this Section 14 and the continuance of such failure for a period of more than 30 days after Landlord has delivered to Tenant written notice thereof; however, if such failure cannot be cured within such 30-day period (thus excluding, for example, Tenant's obligation to provide Landlord evidence of Tenant's insurance coverage) and Tenant commences to cure such failure within such 30-day period and thereafter diligently pursues such cure to completion, then such failure shall not be an Event of Default unless it is not fully cured within an additional 90 days after the expiration of the 30-day period;

14.7 **Insolvency**. (a) Tenant shall be declared insolvent or unable to pay its debts as they become due; (b) Tenant takes any action to, or notifies Landlord in writing that Tenant intends to file a petition under any section or chapter of the United States Bankruptcy Code, as amended from time to time, or under any similar law or statute of the United States or any State thereof; or a petition shall be filed against Tenant under any such statute and such petition is not withdrawn or dismissed within 90 days after being filed; (but such events shall constitute an Event of Default under this Lease only to the extent permitted by law); or (c) a receiver or trustee shall be appointed for Tenant's interest hereunder for all or a substantial part of the assets of Tenant.

15. **Remedies**. Upon the occurrence of any Event of Default by Tenant, whether enumerated in this Section or not, Landlord shall have the option to pursue any remedies available to it at law or in equity including, without limitation, injunctive relief of all varieties, without any additional notices to Tenant or demand for possession whatsoever. Landlord's remedies shall include but not be limited to the following:

15.1 **Termination of Lease**. Terminate this Lease, in which event Tenant shall immediately vacate and discontinue all use of the Parking Area.

15.2 **Acceleration of Rent**. To the extent permissible by law, accelerate all Rent payments coming due during the Accelerated Rent Period (defined below), late charges and other amounts due to Landlord hereunder (collectively, the "**Accelerated Rent**"), which amounts shall be paid to Landlord immediately; provided that, (i) Landlord shall use commercially reasonable efforts to mitigate its damages and (ii) in the event Landlord shall, after any Event of Default by Tenant, recover the Accelerated Rent from Tenant and it shall be determined at the expiration of the Accelerated Rent Period (taken without regard to early termination for an Event of Default) that a credit is due Tenant because the net proceeds of reletting the Parking Spaces plus the amounts paid to Landlord by Tenant exceed the aggregate of rent and other charges accrued in favor of Landlord to the end of the Accelerated Rent Period, Landlord shall refund such excess to Tenant, without interest, promptly after such determination. As used herein, the "**Accelerated Rent Period**" means the shorter of (a) one year after the occurrence of any Event of Default and (b) the balance of the Term after the occurrence of any Event of Default.

15.3 **Intentionally Omitted**.

15.4 **Waivers of Notice**. If proceedings shall be commenced by Landlord to recover possession under the Pennsylvania Landlord and Tenant Act of 1951 and all supplements and amendments thereto that have been or may hereafter be passed (the "**Act**"), either at the end of the Term or upon occurrence of any Event of Default, Tenant

expressly waives all right to notice in excess of five days required by the Act, and agrees that in either or any such case, five days' notice shall be sufficient. Without limitation of or by the foregoing, the Tenant hereby waives any and all demand, notices of intention and notices of action or proceedings which may be required by law to be given or taken prior to any entry or re-entry by summary proceedings, ejectment or otherwise, by Landlord, except as hereinbefore expressly provided with respect to the five days' notice; and provided further that this shall not be construed as a waiver by Tenant of any notices to which this Lease expressly provides that Tenant is entitled.

16. **Limitations on Liability**.

16.1 The liability of Landlord (and its successors, partners, shareholders or members) to Tenant (or any person or entity claiming by, through or under Tenant) for any default by Landlord under the terms of this Lease or any matter relating to or arising out of the occupancy or use of the Parking Area shall be limited to Tenant's actual direct, but not consequential, damages therefor and shall be recoverable only from the amount which is equal to the lesser of (a) the equity interest of Landlord in the Parking Area, or (b) the equity interest Landlord would have in the Parking Area if the Parking Area were encumbered by third party debt in an amount equal to 80% of the value of the Parking Area (as such value is determined by Landlord). Further, Landlord (and its successors, partners, shareholders or members) shall not be personally liable for any deficiency, and in no event shall any liability hereunder extend to any sales or insurance proceeds received by Landlord (or its successors, partners, shareholders or members) in connection with the Parking Area. However, if Tenant obtains a final, non-appealable judgment against Landlord, Tenant may also pursue the net proceeds derived from the sale of the Parking Area and any undistributed insurance proceeds and condemnation awards that were not applied to the restoration of the Parking Area or any related complex, in each case to the extent actually received by Landlord (thus excluding, without limitation, amounts paid to Landlord's Mortgagees and other third parties). Notwithstanding anything to the contrary set forth herein, no affiliates of either party, nor any respective direct or indirect partner, officer, agent, director, manager, personal representative, trustee, employee, member or shareholder of either party, nor any affiliate thereof (nor any direct or indirect partner, officer, director, member, agent, manager, personal representative, trustee or employee of any such respective direct or indirect partner, member or shareholder of any such affiliate), shall have any liability arising out of or in connection with this Lease and the transactions contemplated hereby. Additionally, Tenant hereby waives all lien rights on the Parking Area and Landlord's property, except for judgment liens following Tenant obtaining a final, non-appealable judgment against Landlord from a court of competent jurisdiction, and nothing in this Section 16.1 shall affect or limit Tenant's rights to file for injunctive relief against Landlord, or any other non-monetary relief available under this Lease or at law or in equity; however, in each case, Landlord's liability or obligations with respect to any such remedy shall be limited as provided in this Section 16.1. The provisions of this Section shall survive any expiration or termination of this Lease.

16.2 Except for any damages which Landlord may suffer because of Tenant's holding over in the Parking Area following the expiration of the Term (for which Landlord may recover consequential damages from Tenant as provided in Section 12), the liability of Tenant to Landlord for any monetary damages arising from any default by Tenant under the terms of this Lease shall be limited to Landlord's actual direct, but not consequential, damages therefor. Nothing in this Section 16.2 shall affect or limit Landlord's rights to file legal actions to recover possession of the Parking Area, or for injunctive relief against Tenant, or any other non-monetary relief as provided in Section 15 of this Lease. The provisions of this Section shall survive any expiration or termination of this Lease.

17. **Notices; No Electronic Records**. All notices and other communications given pursuant to this Lease shall be in writing and shall be (a) mailed by first class, United States mail, postage prepaid, certified, with return receipt requested, and addressed to the parties hereto at the address listed below, (b) hand delivered to the intended addressee, or (c) sent by nationally recognized overnight courier. All notices shall be effective upon delivery to the address of the addressee (even if such addressee refuses delivery thereof). Landlord and Tenant hereby agree not to conduct the transactions or communications contemplated by this Lease, by electronic means; nor shall the use of the phrase "in writing" or the word "written" be construed to include electronic communications. The parties hereto may change their addresses by giving notice thereof to the other in conformity with this provision.

Landlord: KREF Lending III LLC
30 Hudson Yards, Suite 7500
New York, NY 10001
Attn: Real Estate General Counsel

with a copy to:	MRP PA Real Estate Services, LLC c/o MidAtlantic Realty Partners, LLC 3050 K Street, NW, Suite 125 Washington, DC 20007 Attn: J. Richard Saas, Esq.
with a copy to:	MRP PA Real Estate Services, LLC c/o MidAtlantic Realty Partners, LLC 3050 K Street, NW, Suite 125 Washington, DC 20007 Attn: Property Manager – Bourse Garage
Tenant:	LAK Bourse Owner, LLC 1001 Conshohocken State Road, Suite 2-201 West Conshohocken, PA 19428 Attention: Rich Gottlieb and Jamie Reyle, Esq
with a copy to:	Klehr Harrison Harvey Branzburg LLP 1835 Market Street, Suite 1400 Philadelphia, PA 19103 Attn: Bradley A. Krouse, Esq.

18. **Broker**. Each of Landlord and Tenant covenants, warrants and represents that no broker was instrumental in bringing about or consummating this Lease and that neither Landlord nor Tenant had any conversations or negotiations with any broker concerning this Lease. Each party agrees to protect, indemnify, defend and hold the other party harmless against and from any claims for any brokerage commissions or finder's fees and all costs, expenses and liabilities incurred in connection with such claims, including attorneys' fees claimed by any broker or agent claiming the same by, through or under the indemnifying party.

18.1 **Authority**. Tenant (if a corporation, partnership or other business entity) hereby represents and warrants to Landlord that Tenant is a duly formed and existing entity qualified to do business in the state in which the Parking Area is located, that Tenant has full right and authority to execute and deliver this Lease, and that each person signing on behalf of Tenant is authorized to do so. Landlord hereby represents and warrants to Tenant that Landlord is a duly formed and existing entity qualified to do business in the state in which the Parking Area is located, that Landlord has full right and authority to execute and deliver this Lease, and that each person signing on behalf of Landlord is authorized to do so.

19. **Prohibited Persons and Transactions**. Each party represents and warrants that it is not, and covenants that it will not become, a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of OFAC (including those named on OFAC's Specially Designated Nationals and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action, and each party covenants that it will not transfer this Lease to any such persons or entities (and any such transfer shall be void).

20. **UBTI and REIT Qualification**. Landlord and Tenant agree that it is Landlord's intention that all Rent payable by Tenant to Landlord shall qualify as "rents from real property" within the meaning of both Sections 512(b)(3) and 856(d) of the Internal Revenue Code of 1986, as amended (the "**Code**") and the U.S. Department of Treasury Regulations promulgated thereunder (the "**Regulation**"). In the event that Landlord, in its sole and absolute discretion, determines that there is any risk that all or part of any Rent shall not qualify as "rents from real property" for the purposes of Sections 512(b)(3) or 856(d) of the Code and the Regulations promulgated thereunder, Tenant agrees (a) to reasonably cooperate with Landlord at no cost or expense to Tenant by entering into such reasonable amendment or amendments as Landlord deems reasonably necessary to qualify all Rents as "rents from real property," and (b) to permit an assignment of this Lease; provided, however, that any adjustments required pursuant to this Section 20 shall be made so as to produce the equivalent Rent (in economic terms) payable prior to such adjustment,

Tenant's monetary obligations hereunder shall not be increased, Tenant's other obligations hereunder shall not be materially increased and Tenant's rights hereunder shall not be materially decreased.

21. **Separability**. If any clause or provision of this Lease is illegal, invalid, or unenforceable under present or future laws, then the remainder of this Lease shall not be affected thereby and in lieu of such clause or provision, there shall be added as a part of this Lease a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.

22. **Amendments; Binding Effect**. This Lease may not be amended except by instrument in writing signed by Landlord and Tenant. No provision of this Lease shall be deemed to have been waived by either party unless such waiver is in writing signed by the waiving party, and no custom or practice which may evolve between the parties in the administration of the terms hereof shall waive or diminish the right of either party to insist upon the performance by such party in strict accordance with the terms hereof. The terms and conditions contained in this Lease shall inure to the benefit of and be binding upon the parties hereto, and upon their respective successors in interest and legal representatives, except as otherwise herein expressly provided. This Lease is for the sole benefit of Landlord and Tenant, and, other than Landlord's Mortgagee, no third party shall be deemed a third party beneficiary hereof.

23. **Entire Agreement**. This Lease constitutes the entire agreement between Landlord and Tenant regarding the subject matter hereof and supersedes all oral statements and prior writings relating thereto. Except for those set forth in this Lease, no representations, warranties, or agreements have been made by Landlord or Tenant to the other with respect to this Lease or the obligations of Landlord or Tenant in connection therewith. The normal rule of construction that any ambiguities be resolved against the drafting party shall not apply to the interpretation of this Lease or any exhibits or amendments hereto.

23.1 **Waiver of Jury Trial**. **TO THE MAXIMUM EXTENT PERMITTED BY LAW, TENANT (ON BEHALF OF ITSELF AND ITS RESPECTIVE SUCCESSORS, ASSIGNS AND SUBTENANTS) AND LANDLORD (ON BEHALF OF ITSELF AND ITS RESPECTIVE SUCCESSORS AND ASSIGNS) EACH, AFTER CONSULTATION WITH COUNSEL, KNOWINGLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY LITIGATION OR TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE ARISING OUT OF OR WITH RESPECT TO THIS LEASE OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS RELATED HERETO.** This Section has been negotiated at arm's length with the assistance of legal counsel and the legal effect has been fully explained to each party, and its provisions constitute a knowing and voluntary agreement.

24. **Governing Law; Jurisdiction**. This Lease shall be governed by and construed in accordance with the laws of the State in which the Parking Area is located. The proper place of venue to enforce this Lease will be the county or district in which the Parking Area is located. In any legal proceeding regarding this Lease, including enforcement of any judgments, each party irrevocably and unconditionally (a) submits to the jurisdiction of the courts of law in the county or district in which the Parking Area is located; (b) accepts the venue of such courts and waives and shall not plead any objection thereto; and (c) agrees that (1) service of process may be effected at the address specified for such party in this Lease, or at such other address of which the other party has been properly notified in writing, and (2) nothing herein will affect either party's right to effect service of process in any other manner permitted by applicable law.

25. **Recording**. Tenant shall not record this Lease or any memorandum of this Lease without the prior written consent of Landlord, which consent may be withheld or denied in the sole and absolute discretion of Landlord, and any recordation by Tenant shall be a material breach of this Lease. Tenant grants to Landlord a power of attorney to execute and record a release releasing any such recorded instrument of record that was recorded without the prior written consent of Landlord, which power is coupled with an interest and is irrevocable.

26. **Counterparts; Electronic Signatures**. This Lease may be executed in multiple counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one document. To facilitate execution of this Lease, the parties hereto may execute and exchange counterparts of the signature pages by facsimile or electronic mail PDF. Signature pages may be detached from the counterparts and attached to a single copy of this Lease to physically form one document. This Lease may be signed or transmitted by e-mail of a .pdf document or

using electronic signature technology (e.g., via DocuSign or similar electronic signature technology), and that such signed electronic record shall be valid and as effective to bind the party so signing as a paper copy bearing such party's handwritten signature. For purposes of this Lease, (a) to the extent a party signs this Lease using electronic signature technology, by clicking "SIGN", such party is signing this Lease electronically, and (b) the electronic signatures appearing on this Lease shall be treated, for purposes of validity, enforceability and admissibility, the same as handwritten signatures.

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Executed as of the date first set forth above.

LANDLORD:

KREF LENDING III LLC, a Delaware limited liability company

By: _____
Name: Paul Fine
Title: Authorized Signatory

TENANT:

LAK BOURSE OWNER, LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

Executed as of the date first set forth above.

LANDLORD:

KREF LENDING III LLC, a Delaware limited liability company

By: _____
Name: Paul Fine
Title: Authorized Signatory

TENANT:

LAK BOURSE OWNER, LLC, a Delaware limited liability company

By: _____
Name: Marc Rash
Title: Authorized Signatory

EXHIBIT A

LEGAL DESCRIPTION

SITUATE in the 5th Ward, City of Philadelphia, Commonwealth of Pennsylvania, as shown on Plan of subdivision prepared by Alpha Engineering Associates, Inc., Trevose, Pennsylvania dated February 9, 1987 last revised March 8, 1988 and more particularly described as follows, to wit:

BEGINNING at a point on the Westerly side of 4th Street (50 feet wide), said point being a distance of 54 feet, 10 inches Northwardly from the intersection of the Northerly side of Chestnut Street (60 feet wide) and said Westerly side of 4th Street;

Thence from said point of beginning, Westwardly on a line parallel with said Chestnut Street, passing into a wall, the distance of 141 feet, 4-7/8 inches to a point; thence Northwardly, partially passing through and along said wall, the distance of 109 feet, 3 inches to a point on the Southerly side of Ranstead Street (variable width); thence Eastwardly, along the said side of Ranstead Street, the distance of 141 feet, 6-5/8 inches to a point, said point being the intersection of the said Southerly side of Ranstead Street and the Westerly side of said 4th Street; thence Southwardly, along the said side of 4th Street, the distance of 109 feet, 0-3/4 inches to the first mentioned point and place of BEGINNING.

BEING 400 Ranstead Street, Philadelphia, Pennsylvania 19106

BEING OPA NO. 883409600

BEING the same premises which Kaiserman Enterprises L.P., a Delaware limited partnership, by Deed dated 04/06/1988 and recorded 04/07/1988 in Philadelphia County at Deed Book FHS 1037 Page 241, granted and conveyed unto Bourse Garage Associates, a Pennsylvania limited partnership, in fee.

The above described premises being also described in that certain NSPS/ALTA survey prepared by Millman National Land Services dated January 2, 2019, last revised April 5, 2019, MSI Project No. 44271 as follows:

All that parcel of land situated in the City of Philadelphia, County of Philadelphia and Commonwealth of Pennsylvania and being more particularly described as follows:

Beginning at the intersection between the westerly right-of-way line of South 4th Street, a fifty foot (50') public right-of-way and the furthest northeasterly corner of a land now or formerly conveyed to Independence Square Hotel Partners, L.P., Parcel ID: 883711500 and marked by a set PK Nail;

Thence, running along the northerly boundary of aforementioned Independence Square Hotel Partners, L.P. parcel and the southerly boundary of the hereon described parcel N 82°19'26" W, 141.41 feet;

Thence, turning and running along the westerly boundary line of the hereon described parcel N 07°40'34" E, 109.25 feet to a PK Nail set along the southerly right-of-way line of Ranstead Street, a variable width public right-of-way;

Thence, running along mentioned southerly line of Ranstead Street and being the northerly boundary line of the described parcel, S 82°19'26" E, 141.55 feet to a PK Nail set at the intersection between the southerly right-of-way line of Ranstead Street and the westerly right-of-way of South 4th Street;

Thence, running S 07°44'59" W, 109.25 feet to the Point of Beginning and containing 0.355 acres (15,457 square feet) of land, more or less.

EXHIBIT B

FORM OF SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

This **SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENT AGREEMENT** (the "***Agreement***") is made as of this ____ day of _____, 2024, but effective as of the ____ day of _____, 2024, and is by and among **KREF LENDING III LLC**, a Delaware limited liability company, having an office at 30 Hudson Yards, Suite 7500, New York, New York 10001 ("***Landlord***"), **LAK BOURSE OWNER, LLC**, a Delaware limited liability company, having an office at 1001 Conshohocken State Road, Suite 2-201, West Conshohocken, PA 19428 ("***Tenant***"), and **KREF LENDING III LLC**, a Delaware limited liability company (together with its successors and assigns, "***Lender***")

WHEREAS, Lender has made a loan to Landlord (the "***Loan***"), as evidenced by one or more promissory notes (as the same may be amended, modified, restated, severed, consolidated, renewed, replaced, or supplemented from time to time, the "***Promissory Note***") and secured by, among other things, that certain Open-End Fee and Leasehold Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing recorded in the Recorder's Office on April 16, 2019, as Document ID: 53501510 (as the same may be amended, restated, replaced, severed, split, supplemented or otherwise modified from time to time, the "***Mortgage***") encumbering the real property more particularly described on Exhibit A annexed hereto and made a part hereof (the "***Property***");

WHEREAS, by that certain Parking Lease Agreement (the "***Lease***") dated as of the date hereof, between Landlord and Tenant, Landlord leased to Tenant a portion of the Property, as said portion is more particularly described in the Lease (such portion of the Property hereinafter referred to as the "***Premises***");

WHEREAS, Tenant acknowledges that Lender will rely on this Agreement in continuing to make the Loan to Landlord; and

WHEREAS, Lender and Tenant desire to evidence their understanding with respect to the Mortgage and the Lease as hereinafter provided.

NOW**,** THEREFORE**,** in consideration of the mutual agreements hereinafter set forth, the parties hereto hereby agree as follows:

1. Approval of Lease. This Agreement satisfies and discharges any condition or requirement under the Lease and the Loan Documents (as defined in the Mortgage) for Landlord to cause Tenant or Mortgagee to execute and deliver a subordination, non-disturbance and attornment agreement in connection with the Loan Documents with respect to the Lease. Further, Tenant agrees that this Agreement satisfies any condition or requirement in the Lease relating to the granting of a non-disturbance agreement with respect to the Mortgage. Mortgagee hereby approves the Lease.

2. Tenant covenants, stipulates and agrees that the Lease and all of Tenant's right, title and interest in and to the Property thereunder (including but not limited to any option to purchase, right of first refusal to purchase or right of first offer to purchase the Property or any portion thereof) is hereby, and shall at all times continue to be, subordinated and made secondary and inferior in each and every respect to the lien of the Mortgage and to the lien of any and all advances made or to be made thereunder, so that at all times the Mortgage shall be and remain a lien on the Property prior to and superior to the Lease for all purposes, subject to the provisions set forth herein. Subordination is to have the same force and effect as if the Mortgage and such renewals, modifications, consolidations, replacements and extensions had been executed, acknowledged, delivered and recorded prior to the Lease, any amendments or modifications thereof and any notice thereof, subject to the provisions herein.

3. Lender agrees that if Lender exercises any of its rights under the Mortgage, including, without limitation, entry or foreclosure of the Mortgage or exercise of a power of sale under the Mortgage, neither Lender nor any Successor Landlord will disturb, interfere with or terminate Tenant's right to use, occupy and possess the Premises and/or any of Tenant's other rights under the terms of the Lease so long as Tenant is not in default beyond any applicable notice and grace period under any term, covenant or condition of the Lease. In addition, Tenant shall not be named in any foreclosure action nor will Lender join Tenant as a party defendant in any action or proceeding to terminate Tenant's interest, estate or rights under the Lease because of any default under the Mortgage (except to the extent such joinder is legally required for foreclosure of the Mortgage and such joinder does not result in a termination of the Lease or otherwise affect Tenant's rights hereunder) so long as Tenant is not in default beyond any applicable notice and grace period under any term, covenant or condition of the Lease.

4. If, at any time Lender (or any person, or such person's successors or assigns, who acquires the interest of Landlord under the Lease through foreclosure of the Mortgage or otherwise) shall succeed to the rights of Landlord under the Lease as a result of a default or event of default under the Mortgage, Tenant shall attorn to and recognize such person so succeeding to the rights of Landlord under the Lease (herein sometimes called "***Successor Landlord***") as Tenant's landlord under the Lease, said attornment to be effective and self-operative without the execution of any further instruments. Although said attornment shall be self-operative, Tenant agrees to execute and deliver to Lender or to any Successor Landlord, such other reasonable instrument or instruments as Lender or such other person shall from time to time request in order to confirm said attornment.

5. Landlord authorizes and directs Tenant to honor any written demand or notice from Lender instructing Tenant to pay rent or other sums to Lender rather than Landlord (a "***Payment Demand***"), regardless of any other or contrary notice or instruction which Tenant may receive from Landlord before or after Tenant's receipt of such Payment Demand. Tenant may rely upon any notice, instruction, Payment Demand, certificate, consent or other document from, and signed by, Lender and shall have no duty to Landlord to investigate the same or the circumstances under which the same was given. Any payment made by Tenant to Lender or in response to a Payment Demand shall be deemed proper payment by Tenant of such sum pursuant to the Lease.

6. If Lender shall become the owner of the Property or the Property shall be sold by reason of foreclosure or other proceedings brought to enforce the Mortgage or if the

Property shall be transferred by deed in lieu of foreclosure, Lender or any Successor Landlord shall not be:

(a) liable for any act or omission of any prior landlord (including Landlord) or bound by any obligation to make any payment to Tenant which was required to be made prior to the time Lender succeeded to any prior landlord (including Landlord); or

(b) obligated to cure any defaults of any prior landlord (including Landlord) which occurred, or to make any payment to Tenant which was required to be paid by any prior landlord (including Landlord), prior to the time that Lender, or any Successor Landlord succeeded to the interest of such landlord under the Lease; or

(c) obligated to perform any construction obligations of any prior landlord (including Landlord) under the Lease or liable for any defects (latent, patent or otherwise) in the design, workmanship, materials, construction or otherwise with respect to improvements and buildings constructed on the Property, other than any repair or maintenance obligations arising from and after the date on which Lender or such Successor Landlord succeeds to any prior landlord (including Landlord); or

(d) subject to any offsets, defenses or counterclaims which Tenant may be entitled to assert against any prior landlord (including Landlord); or

(e) bound by any payment of rent or additional rent by Tenant to any prior landlord (including Landlord) for more than one month in advance; or

(f) bound by any amendment, modification, termination or surrender of the Lease made without the written consent of Lender (other than those made pursuant to the express provisions of the Lease); or

(g) liable or responsible for or with respect to the retention, application and/or return to Tenant of any security deposit paid to any prior landlord (including Landlord), whether or not still held by such prior landlord, unless and until Lender or any Successor Landlord has actually received said deposit for its own account as the landlord under the Lease as security for the performance of Tenant's obligation under the Lease (which deposit shall, nonetheless, be held subject to the provisions of the Lease).

The foregoing provisions shall not, however, relieve (i) Landlord from any of its obligations or liabilities under the Lease or (ii) Lender or any Successor Landlord from the obligation to perform any repair or maintenance obligation of Landlord expressly set forth in this Lease that is a continuing default performable from and after the date of acquisition of the Property by Lender or such Successor Landlord, and provided Tenant has provided written notice to Lender and provided Lender a reasonable opportunity to cure such default as provided herein.

7. Tenant hereby represents, warrants, covenants and agrees to and with Lender:

(a) to deliver to Lender, by certified mail, return receipt requested, or by nationally recognized overnight courier, a copy of each notice of default delivered by

Tenant to Landlord at or promptly after the same time as such notice is given to Landlord and no such notice of default shall be binding upon Lender unless and until a copy of such notice shall have been so delivered to Lender. Lender shall have the right (but shall not be obligated) to cure such default. Tenant shall accept performance by Lender of any term, covenant, condition or agreement to be performed by Landlord under the Lease with the same force and effect as though performed by Landlord. Tenant further agrees to afford Lender a period of thirty (30) days beyond any period afforded to Landlord for the curing of such default during which period Lender may elect (but shall not be obligated) to seek to cure such default, or, if such default cannot be cured within that time, then, so long as Lender has promptly commenced such cure within the initial cure period and thereafter diligently prosecutes such cure to completion, such additional time as may be reasonably necessary to cure such default (including but not limited to commencement of foreclosure proceedings) during which period Lender may elect (but shall not be obligated) to seek to cure such default, prior to taking any action to terminate the Lease. If the Lease shall terminate for any reason, upon Lender's written request given within thirty (30) days after such termination, Tenant, within fifteen (15) days after such request, shall execute and deliver to Lender a new lease of the Premises for the remainder of the term of the Lease and upon all of the same terms, covenants and conditions of the Lease;

(b) that Tenant is the sole owner of the leasehold estate created by the Lease; and

(c) to promptly certify in writing to Lender, in connection with any proposed assignment of the Mortgage, whether or not, to Tenant's actual knowledge, any default on the part of Landlord then exists under the Lease and to deliver to Lender any tenant estoppel certificates required under the Lease.

8. Tenant acknowledges that the interest of Landlord under the Lease is assigned to Lender solely as security for the Promissory Note, and Lender shall have no duty, liability or obligation under the Lease or any extension or renewal thereof, unless Lender shall specifically undertake such liability in writing or Lender becomes and then only with respect to periods in which Lender becomes, the fee owner of the Property.

9. This Agreement shall be governed by and construed in accordance with the laws of the State in which the Premises is located (excluding the choice of law rules thereof).

10. This Agreement and each and every covenant, agreement and other provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns (including, without limitation, any successor holder of the Promissory Note) and may be amended, supplemented, waived or modified only by an instrument in writing executed by the party against which enforcement of the termination, amendment, supplement, waiver or modification is sought.

11. All notices to be given under this Agreement shall be in writing and shall be deemed served upon receipt by the addressee if served personally or, if mailed or delivered, upon the first to occur of receipt or the refusal of delivery as shown on a return or delivery receipt, after deposit in the United States Postal Service certified mail, or with a nationally recognized

overnight courier, postage or delivery charges prepaid, addressed to the address of Landlord, Tenant, or Lender appearing below. Such addresses may be changed by notice given in the same manner. If any party consists of multiple individuals or entities, then notice to any one of same shall be deemed notice to such party.

If to Lender: **KREF LENDING III LLC**
30 Hudson Yards, Suite 7500
New York, New York 10001
Attention: General Counsel
Email: RECreditNotices@kkr.com

with a copy to: Gibson Dunn & Crutcher LLP
200 Park Avenue
New York, New York 10166
Attention: Eric Meer, Esq.

If to Tenant: LAK Bourse Owner, LLC
1001 Conshohocken State Road, Suite 2-201
West Conshohocken, PA 19428
Attention: Rich Gottlieb and Jamie Reyle, Esq.

With a copy to: Klehr Harrison Harvey Branzburg LLP
1835 Market Street, Suite 1400
Philadelphia, PA 19104
Attention: Bradley A. Krouse, Esq.

If to Landlord: **KREF LENDING III LLC**
30 Hudson Yards, Suite 7500
New York, New York 10001
Attention: General Counsel
Email: RECreditNotices@kkr.com

with a copy to: Gibson Dunn & Crutcher LLP
200 Park Avenue
New York, New York 10166
Attention: Eric Meer, Esq.

12. If this Agreement conflicts with the Lease, then this Agreement shall govern as between Tenant and any Successor Landlord, including upon any attornment pursuant to this Agreement. This Agreement supersedes, and constitutes full compliance with, any provisions in the Lease that provide for subordination of the Lease to, or for delivery of nondisturbance agreements by the holder of, the Mortgage.

13. In the event Lender shall acquire Landlord's interest in the Premises, Tenant shall look only to the estate and interest, if any, of Lender and/or Successor Landlord in the Property for the satisfaction of Tenant's remedies for the collection of a judgment (or other judicial process) requiring the payment of money in the event of any default by Lender as a Successor

Landlord under the Lease or under this Agreement, and no other property or assets of Lender or Successor Landlord shall be subject to levy, execution or other enforcement procedure for the satisfaction of Tenant's remedies under or with respect to the Lease, the relationship of the landlord and tenant under the Lease or Tenant's use or occupancy of the Premises or any claim arising under this Agreement.

14. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be deemed modified to the extent necessary to be enforceable, or if such modification is not practicable, such provision shall be deemed deleted from this Agreement, and the other provisions of this Agreement shall remain in full force and effect, and shall be liberally construed in favor of Lender.

15. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

[*REMAINDER OF PAGE INTENTIONALLY LEFT BLANK*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

TENANT:

LAK BOURSE OWNER, LLC, a Delaware limited liability company

By: _____
Name:
Title:

STATE OF _____)
) ss.
COUNTY OF _____)

On the ___ day of _____ in the year _____ before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

(Notarial Seal) _____

Notary Public

[Signatures continue on following page]

LANDLORD:

KREF LENDING III LLC, a Delaware limited liability company

By: _____
Name:
Title:

ACKNOWLEDGEMENT

STATE OF _____:
:SS
COUNTY OF _____:

On the _____ day of _____, 2024, before me, the undersigned, personally appeared _____, personally known to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/ their capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s), or their person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

[Signatures continue on following page]

LENDER:

KREF LENDING III LLC, a Delaware limited liability company

By: _____
Name:
Title:

ACKNOWLEDGEMENT

STATE OF _____:
:SS
COUNTY OF _____:

On the _____ day of _____, 2024, before me, the undersigned, personally appeared _____, personally known to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/ their capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s), or their person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

Exhibit A

Legal Description of Property

ALL THAT CERTAIN piece of ground with buildings and improvements thereon erected.

SITUATE in the 5th Ward, City of Philadelphia, Commonwealth of Pennsylvania, as shown on Plan of subdivision prepared by Alpha Engineering Associates, Inc., Trevose, Pennsylvania dated February 9, 1987 last revised March 8, 1988 and more particularly described as follows, to wit:

BEGINNING at a point on the Westerly side of 4th Street (50 feet wide), said point being a distance of 54 feet, 10 inches Northwardly from the intersection of the Northerly side of Chestnut Street (60 feet wide) and said Westerly side of 4th Street;

Thence from said point of beginning, Westwardly on a line parallel with said Chestnut Street, passing into a wall, the distance of 141 feet, 4-7/8 inches to a point; thence Northwardly, partially passing through and along said wall, the distance of 109 feet, 3 inches to a point on the Southerly side of Ranstead Street (variable width); thence Eastwardly, along the said side of Ranstead Street, the distance of 141 feet, 6-5/8 inches to a point, said point being the intersection of the said Southerly side of Ranstead Street and the Westerly side of said 4th Street; thence Southwardly, along the said side of 4th Street, the distance of 109 feet, 0-3/4 inches to the first mentioned point and place of BEGINNING.

BEING 400 Ranstead Street, Philadelphia, Pennsylvania 19106

BEING OPA NO. 883409600

BEING the same premises which Kaiserman Enterprises L.P., a Delaware limited partnership, by Deed dated 04/06/1988 and recorded 04/07/1988 in Philadelphia County at Deed Book FHS 1037 Page 241, granted and conveyed unto Bourse Garage Associates, a Pennsylvania limited partnership, in fee.

The above described premises being also described in that certain NSPS/ALTA survey prepared by Millman National Land Services dated January 2, 2019, last revised April 5, 2019, MSI Project No. 44271 as follows:

All that parcel of land situated in the City of Philadelphia, County of Philadelphia and Commonwealth of Pennsylvania and being more particularly described as follows:

Beginning at the intersection between the westerly right-of-way line of South 4th Street, a fifty foot (50') public right-of-way and the furthest northeasterly corner of a land now or formerly conveyed to Independence Square Hotel Partners, L.P., Parcel ID: 883711500 and marked by a set PK Nail;

Thence, running along the northerly boundary of aforementioned Independence Square Hotel Partners, L.P. parcel and the southerly boundary of the hereon described parcel N 82°19'26" W, 141.41 feet;

Thence, turning and running along the westerly boundary line of the hereon described parcel N 07°40'34" E, 109.25 feet to a PK Nail set along the southerly right-of-way line of Ranstead Street, a variable width public right-of-way;

Thence, running along mentioned southerly line of Ranstead Street and being the northerly boundary line of the described parcel, S 82°19'26" E, 141.55 feet to a PK Nail set at the intersection between the southerly right-of-way line of Ranstead Street and the westerly right-of-way of South 4th Street;

Thence, running S 07°44'59" W, 109.25 feet to the Point of Beginning and containing 0.355 acres (15,457 square feet) of land, more or less.

WBS&S-C/No. 3295L - 10/12/88

AMENDED AND RESTATED LEASE

BETWEEN

BOURSE GARAGE ASSOCIATES
LANDLORD

and

I.M.H. PARTNERS, L.P.
TENANT

AMENDED AND RESTATED

LEASE

between

BOURSE GARAGE ASSOCIATES, Landlord

and

I.M.H. PARTNERS, L.P., Tenant

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EXHIBITS

Exhibit A-1	Description of Garage Land
Exhibit A-2	Description of Hotel Land
Exhibit B	Easement Drawings
Exhibit C	There is no Exhibit C
Exhibit D	List of Garage Plans

WBS&S-C/No. 3296L - 10/24/88

AMENDED AND RESTATED

LEASE

THIS LEASE made this 24th day of October, 1988, by and between BOURSE GARAGE ASSOCIATES, a Pennsylvania limited partnership, having an office at Rittenhouse Claridge, Suite 300, 18th and Walnut Streets, Philadelphia, Pennsylvania 19103 ("Landlord") and I.M.H. PARTNERS, L.P., a Delaware limited partnership, having an office at Curtis Center, Suite 700, Independence Square West, Philadelphia, Pennsylvania 19106 ("Tenant").

W I T N E S S E T H:

A. Landlord owns a certain parcel of land (the "Garage Land") situate at the southwest corner of 4th and Ranstead Streets, City of Philadelphia, Commonwealth of Pennsylvania, more particularly described in Exhibit "A-1" attached hereto. (Definitions for all capitalized terms are set forth in Article I.)

B. Landlord presently intends to construct a Garage, a theater, retail stores and certain Support Facilities on the

Garage Land, and Tenant recognizes that Landlord will seek tax-exempt financing for such construction and acknowledges that the Garage (other than the Hotel Parking Area) will be used for public purposes.

C. Tenant has on the date hereof acquired a certain parcel of land (the "Hotel Land") contiguous to the Garage Land, situate at the northwest corner of 4th and Chestnut Streets, City of Philadelphia, Commonwealth of Pennsylvania, more particularly described in Exhibit "A-2" attached hereto.

D. Tenant intends to construct a hotel (the "Hotel") on the Hotel Land.

E. Tenant wishes to lease from Landlord the Garage Land or, if a Garage is constructed on the Garage Land, a portion of the Garage instead, to provide parking space for itself and Hotel Invitees.

F. Landlord wishes to let and demise the Garage Land to Tenant or, if a Garage is henceforth erected upon the Garage Land, space within such Garage instead, for the term and pursuant to the conditions set forth herein.

G. On April 4, 1988 Landlord entered into a lease, which this document is an amendment to and restatement of, with Bourse Garage, Inc., and on the date hereof Bourse Garage, Inc. has assigned its interest as Tenant under the Lease.

NOW, THEREFORE, in consideration of the respective rights and obligations of the parties hereto contained herein, and intending to be legally bound hereby, the parties agree as follows:

ARTICLE I

DEFINITIONS

1.01. Definitions. The terms defined in this Section 1.01 shall have the meanings herein specified for purposes of this Lease and all amendments, modifications and supplements hereto, unless the context in which the term is used clearly requires a different construction:

"Adjustment Date"	As defined in subsection 3.02(a).
"Alter"	Means to perform an Alteration.
"Alteration"	Means any change in the design or structure of a Garage materially and detrimentally affecting the use of the Hotel Parking Area, or materially and detrimentally effecting a change in or relocation of the Hotel Parking Area.
"Authorities"	As defined in subsection 4.02(a).
"Casualty Damage"	As defined in subsection 7.01(a).
"Complete"	Means to bring to substantial completion the Alteration, restoration or construction of a Garage, and in the case of Alteration or construction, in substantial conformity with Plans approved or deemed approved by Tenant in accordance with Section 2.02, and to

	obtain all Permits necessary to lawfully use the Garage as a parking garage.
"Event of Default"	As defined in subsection 12.01(a).
"Expiration Date"	means the date on which Tenant can terminate this Lease by exercise of the Termination Option provided in subsection 3.01(e) hereof, or, if the time during which Tenant could exercise such Termination Option has expired, the last day of the term hereof.
"Garage"	Means a public parking garage built on the Garage Land in substantial conformity with Garage Plans, but excluding any area of the Garage not used for parking or parking related purposes, such as the theater and retail stores, and excluding the Support Facilities.
"Garage Land"	Means that certain piece of land described in Exhibit "A-1".
"Garage Plans"	Means the plans for the construction or Alteration of a Garage. Exhibit D attached hereto and made a part hereof, consists of a plan for the Hotel Parking Area and a schedule identifing the other Garage Plans for the Garage.
"HPA Number"	Means the number forty-one (41).
"Hotel"	Means the building to be erected by Tenant on the Hotel Land, whether or not operated as a hotel, and any other improvements to the Hotel Land.
"Hotel Invitee"	Means the manager of the Hotel and any overnight guest, person attending a conference, seminar, meeting or other similar event held in the Hotel, lessee or other occupant, of the Hotel or enterprise located therein, but does not include any employee of the Hotel other than the manager, and does not include restaurant guests.

"Hotel Land"	Means that certain piece of land described in Exhibit "A-2".
"Hotel Parking"	Means the parking in the Garage of automobiles of Hotel Invitees.
"Hotel Parking Area"	Means the area of a Garage designated as such on the Garage Plans in substantial conformity with which the Garage was constructed or Altered, and reserved for Tenant's use, provided that if the Garage is not under construction or Completed on the Rental Commencement Date, the Hotel Parking Area shall be the Garage Land until commencement of construction of a Garage, and further provided that if the Garage is razed and construction of a replacement Garage is not commenced within sixty (60) days after the Garage is razed, the Hotel Parking Area shall be the Garage Land until commencement of construction of a Garage.
"Indemnify"	Means to protect, defend, save and keep a person or entity harmless from and indemnified against any Loss.
"Landlord"	Bourse Garage Associates and any subsequent owner of any part of Landlord's fee interest in the Garage Land, but any owner of any part of the Garage Land shall be relieved of all liability under this Lease after the date that it ceased to be the owner of any part of the Garage Land (except for any liability arising prior to such date) provided that the party succeeding to any part of the Garage Land shall have executed an agreement, wherein it assumes and agrees to perform all of Landlord's obligations under this Lease from and after the date it acquires any part of the Garage Land.
"Laws"	As defined in subsection 4.02(b).
"Lease Year"	As defined in subsection 3.01(c).

"Leased Premises"	As defined in subsection 2.01(a).
"Loss"	Means any claim, loss, liability, cost, damage or expense, including reasonable attorney's fees.
"Maintenance"	Means the undertaking of such measures as are reasonably necessary to maintain a Garage in good order and condition, including painting, cleaning, repairing, striping, paving, spackling and replacement of worn or damaged Structural Components; and in compliance with all Laws, but excluding snow and ice control and removal from the Hotel Parking Area.
"Memorandum"	As defined in Section 10.03.
"Minimum Rent"	As defined in subsection 3.02(a).
"Mortgaged Property"	As defined in subsection 9.01.
"Non-Disturbance Agreement	As defined in Section 9.01.
"Permits"	As defined in subsection 4.02(a).
"Price Index Multiplier"	As defined in subsection 3.02(a).
"Project"	Means the Hotel Land and the Garage Land, and all improvements thereon.
"Project Drawings"	Means the design drawings for the Project attached hereto as Exhibit "B".
"Real Estate Taxes"	As defined in subsection 12.02(c).
"Rent Commencement Date"	As defined in subsection 3.01(b).
"Restoration Time"	As defined in subsection 7.01(a).
"Restoration Cost"	As defined in subsection 7.01(a).
"Structural Components"	Means all components of the Garage structure, which materially affect the Tenant's use of the Leased

	Premises and the appurtenant easement described in subsection 2.01(b), including, without limitation, components of the mechanical, electrical, plumbing, HVAC, elevator, sprinkler and communications systems.
"Support Facilities"	Means a loading dock and loading bays for trucks, to be located on the Garage Land in the area designated Easement Area C on the Easement Drawings and to be built and maintained pursuant to the provisions of the Easement Agreement between the parties hereto, executed the date hereof.
"Taking"	As defined in Section 8.01.
"Tenant"	I.M.H. Partners, L.P. and any subsequent owner of any part of Tenant's fee interest in the Hotel Land or the Hotel.
"Termination Option"	As defined in subsection 3.01(e).
"Unavoidable Delay"	As defined in Section 12.06.
"Usage Rent"	As defined in subsection 3.02(b).

ARTICLE II

PREMISES; CONSTRUCTION

2.01. Lease of Premises. Landlord hereby demises and lets unto Tenant and Tenant leases and takes from Landlord the "Leased Premises" to be used only (except as otherwise provided in subsection 2.01(a)) for vehicular parking for Hotel Invitees.

(a) The Leased Premises. "Leased Premises" means, and shall be, the Hotel Parking Area. If the Hotel

Parking Area shall be part of the Garage it shall be of sufficient size to accommodate the HPA Number of vehicles and shall be reserved exclusively for Hotel Parking. If, at any time, the Hotel Parking Area shall be the Garage Land, Tenant shall be entitled to use the Garage Land (i) as an open parking lot, (ii) for ingress to and egress from the public streets by persons and vehicles and, (iii) for loading and unloading cargo, (iv) for storage (including storage of trash), subject to the right of Landlord and its nominees to maintain and use a trash compacting machine and dumpster, substantially similar to those located on the Garage Land on the date hereof, on the Garage Land. For such period of time as the Hotel Parking Area is the Garage Land, Tenant may pave and stripe the Garage Land and may construct loading bays, a loading dock and storage and related facilities on the Garage Land.

(b) Reservation of Additional Sixty-Nine Spaces. Tenant shall have the right to reserve and keep available for use by Hotel and Invitees up to sixty-nine (69) parking spaces by prepaying Usage Rent as defined in subsection 3.02(b) below on a daily basis, and at a daily rate, no later than 8 a.m. of the day for which the said spaces are to be reserved.

(c) Licenses. At any time that there is a Garage on the Garage Land, Tenant, for the benefit of the Hotel Invitees, shall have a non-exclusive license to use all driveways and pathways on the Garage Land which provide access

between (i) the Garage and (ii) the Hotel and public streets and sidewalks, and to use all ramps, elevators, stairways and other access ways within the Garage, for ingress to and egress from the Hotel Parking Area from and to the public streets by persons and vehicles, 24 hours a day, every day of the year, subject to such reasonable safety and security procedures as may be established by Landlord. Such license shall be appurtenant to the Leased Premises.

2.02. Construction and Alteration of Garage.

(a) Approval of Plans.

If a Garage is constructed, it shall be constructed in general conformity with the Garage Plans identified on Exhibit "D" attached hereto. Landlord may make Alterations which do not adversely affect Tenant's use of the Hotel Parking Area for valet or self-parking of the HPA Number of standard-sized passenger vehicles.

(b) Construction of a Garage. Landlord and Landlord's contractors, subcontractors, materialmen and others engaged in construction or construction-related work shall have the right to enter onto the Leased Premises for the purpose of constructing, altering or restoring the Garage. During the construction of a Garage, Tenant shall have no right to use the Leased Premises and all rental obligations hereunder shall be abated. Landlord shall give Tenant thirty (30) days' notice of the commencement of such construction and after commencement

thereof shall diligently proceed with the same until such Garage is complete. Prior to the commencement of construction, Tenant shall remove any structures, equipment or personal property placed by it on the Garage Land. Landlord shall give Tenant thirty (30) days notice of the date when the Garage shall be completed, and upon such date all rental obligations hereunder shall be restored.

(d) Relocation. If all or any material portion of the Hotel Parking Area is rendered unusable due to the occurrence of a fire or other similar casualty, or the carrying out of any Maintenance, construction, Alterations or restoration, then Landlord shall have the right upon notice to Tenant, at no additional rent, to require Tenant to designate and make available substitute space to the extent the same is available within the Garage, until Tenant is able to resume using the Hotel Parking Area or material portion thereof rendered unusable. The substitute space shall be of a configuration and in a location suitable for valet parking service and shall be of sufficient size to accommodate for valet parking service the same number of automobiles as was accommodated by the Hotel Parking Area, or material portion thereof rendered unusable. In addition, Landlord may relocate the Hotel Parking Area to an alternative location within the Garage, provided the new Hotel Parking Area shall be of a configuration and in a location suitable for valet parking

service and shall be of sufficient size to accommodate the same number of automobiles as was accommodated by the previously designated Hotel Parking Area.

(e) Facade of Garage. Landlord agrees that the facade of the Garage, if and when the Garage is constructed, shall be initially constructed in substantial conformity with the facade elevation drawings identified in Exhibit "D" attached hereto.

ARTICLE III

TERM; RENT

3.01. Term; Rent Commencement Date.

(a) Term. The term hereof shall commence on the date that the Hotel opens for business to the public and shall continue through and including the end of the fortieth (40th) Lease Year.

(b) Rent Commencement Date. Tenant shall begin paying rent to Landlord on the date (the "Rent Commencement Date") the Hotel opens for business to the public unless, on such date, Landlord has begun but has not Completed a Garage, in which event the Rent Commencement Date shall be the date the Garage is Completed.

(c) Lease Year Defined. The first "Lease Year" shall be the period from the Rent Commencement Date to the following December 31. Each "Lease Year" after the first Lease

Year shall be a successive period of twelve (12) calendar months.

(d) Surrender of Leased Premises. Tenant agrees that upon the expiration of the term of this Lease, or upon the sooner termination of this Lease, possession of the Leased Premises shall be surrendered to Landlord.

(e) Termination Options. The term of this Lease may be terminated by Tenant, at Tenant's sole option (the "Termination Option") at the end of the tenth (10th), fifteenth (15th), twentieth (20th), twenty-fifth (25th), thirtieth (30th), and thirty-fifth (35th) Lease Years by giving Landlord prior written notice of the exercise of such Termination Option not less than ninety (90) days before the last day of such Lease Year.

3.02. Rent.

(a) Minimum Rent. Tenant agrees to pay Landlord minimum rent ("Minimum Rent") on the first day of each month, commencing on the Rent Commencement Date and continuing through the remainder of the term of this Lease, except as is elsewhere herein provided. The monthly Minimum Rent during the first Lease Year shall be an amount equal to the product of (i) One Hundred Thirty Dollars ($130), multiplied by (ii) the HPA Number, and the monthly Minimum Rent for each Lease Year thereafter shall be adjusted pursuant to subsection 3.02(b) below. If the Rent Commencement Date shall be a day other than

the first day of the month, Tenant shall pay Minimum Rent on the Rent Commencement Date for the portion of the month remaining, pro rated on a daily basis. Anything in the aforegoing to the contrary notwithstanding, during any period of time following the Rent Commencement Date that the Leased Premises is the Garage Land, the Minimum Rent shall be an annual amount equal to Real Estate Taxes and Landlord's insurance premiums. In addition, Tenant shall pay to Landlord within ten days of being billed for same any Use and Occupancy tax attributable to the Hotel Parking Area which Tenant is required under the law to pay and which Landlord is required to collect.

(i) Definitions. As used herein:

(A) "Index" means the Revised Consumer Price Index - Cities, All-Item Figures for All Urban Consumers (1982-1984 = 100) relating to Philadelphia, Pennsylvania, issued by the Bureau of Labor Statistics of the United States, Department of Labor.

(B) "Adjustment Date" means the first day of each Lease Year after the first Lease Year.

(C) "Price Index Multiplier" means, with respect to any Adjustment Date, one plus a fraction, the numerator of which shall be (1) the Index in effect on such Adjustment Date less (2) the Index in effect on Adjustment

Date, and the denominator of which shall be the Index in effect on January 1, 1988.

(ii) Cost of Living Adjustments. The Minimum Rent shall be adjusted on each Adjustment Date to be the product of the Minimum Rent payable as of the Rent Commencement Date multiplied by the Price Index Multiplier for such Adjustment Date, provided that in no event shall the Minimum Rent decrease.

(iii) Substitute Index. Should the publication of the Index be terminated, then a mutually agreeable price index or method of adjusting the Minimum Rent shall be used. Failing such agreement, the parties shall resort to arbitration in accordance with Section 13.09 hereof.

(b) Usage Rent.

(i) Tenant shall pay Landlord rent for Hotel Parking based on actual usage of the Garage by Hotel Invitees ("Usage Rent"), at a rate which is (A) seventy-five percent (75%) of the rate then charged to members of the general public, for the first one hundred and ten (110) automobiles of Hotel Invitees parked at any one time in the Garage, and at a rate equal to (B) the rate then charged members of the general public for the parking of Hotel Invitee automobiles in excess of one hundred and ten (110), for such periods of time as there are more than one hundred and ten (110) automobiles of Hotel Invitees parked in the Garage,

provided, however, that in the event the use of the Hotel is used for a primary purpose other than as a hotel, and following such change in use of the Hotel, the average peak use of the Garage by Hotel Invitees exceeds the "average peak" (as defined below) at the time of such change, then the discount rate set forth in subsection 3.02(b)(i)(A) above shall apply only to the average peak usage prior to the change of the use of the Hotel, if less than one hundred and ten (110) automobiles, but in no event to less than forty-one (41) automobiles. "Peak Use" means the maximum number of cars of Hotel Invitees parked in the Garage at any point in time during the day. Average Peak Use means the average of the peak use for the 365 day period preceding the point in time for which the average peak use is determined. Anything elsewhere contained herein to the contrary notwithstanding but subject to any other arrangements or obligations which Landlord may from time to time have with respect to the use of parking spaces in the Garage, unless and until the Garage is filled to capacity Tenant and Hotel Invitees shall have the opportunity to park in the Garage without limitation as to number. The Minimum Rent for each month shall be credited against Tenant's Usage Rent obligation for such month.

(ii) Landlord shall maintain records of Hotel Parking according to a system approved by Tenant, such approval not be unreasonably withheld. If Landlord and Tenant

cannot agree on the system by which Landlord shall maintain records of Hotel Parking, the matter shall be submitted for arbitration pursuant to Section 13.09 hereof. Landlord shall furnish Tenant by the fifteenth day of each month a statement of the Usage Rent for the preceding month and, if Usage Rent is owing, Tenant shall pay the amount thereof by the last day of the month in which the statement is received. Anything elsewhere contained herein to the contrary notwithstanding, no Usage Rent shall be payable at any time that the Hotel Parking Area is the Garage Land.

(c) Charge to Hotel Invitees. Hotel Invitees shall not themselves be charged for parking in the Garage unless Tenant otherwise requests Landlord to employ a method of charging reasonably acceptable to Landlord, and any amounts paid by Hotel Invitees for parking in the Garage which are not remitted to Tenant shall be credited to Tenant's Usage Rent obligation.

3.03. Other Discounts. Nothing herein contained shall prevent Landlord from making parking arrangements at discounted rates with third parties with respect to the Garage (other than the Hotel Parking Area.).

ARTICLE IV

OPERATION; MAINTENANCE

4.01. Operation of Garage. If Landlord erects a Garage, the following provisions shall apply:

(a) Valet Parking. Tenant shall have the right to provide valet parking service to Hotel Invitees twenty-four (24) hours a day, every day of the year.

(b) Self Parking. Tenant may at any time elect to make the Garage available to Hotel Invitees for self-parking and Landlord shall allow Hotel Invitees ingress to and egress from the Garage twenty-four (24) hours a day, every day of the year.

(c) Maintenance and Repair. Subject to any maintenance cost contribution obligations under the Declaration of Easements, Covenants and Restrictions dated April 4, 1988 executed by Kaiserman Enterprises, L.P. and amended by the First Amendment to Declaration of Easements, Covenants and Restrictions dated the date hereof executed by Kaiserman Enterprises, L.P. and Bourse Garage Associates, Landlord shall, at its sole cost and expense, perform all Maintenance to the Garage (including the Hotel Parking Area). Landlord and its employees and contractors shall have the right at all times to enter the Leased Premises to inspect and to perform Maintenance, Alterations, construction and other similar activities.

4.02. Permits, Compliance with Laws.

(a) Landlord to Obtain Permits. If Landlord constructs a Garage, Landlord, at its sole cost and expense, shall obtain or cause to be obtained any and all permits,

licenses, certificates of occupancy and any other approvals ("Permits") necessary or required by any and all federal, state, and municipal governments, courts, departments, commissions, and boards, (the "Authorities"), for the lawful use, occupancy, maintenance and operation of and for the lawful construction of the Garage.

(b) Compliance with Laws. If Landlord constructs a Garage, subject to Landlord's right to contest violation notices by appropriate proceedings, diligently conducted and prosecuted in good faith, Landlord, at its sole cost and expense, shall promptly remove or cause the removal of any violation and shall promptly comply or cause compliance with all present and future laws, ordinances, orders, rules, regulations and requirements of all Authorities ("Laws") which may be applicable to the Garage, the Garage Land, or to the use or manner of use thereof (other than by Tenant), whether or not any such Law shall necessitate structural change, additions, or improvements. Tenant shall comply with all Laws applicable to its use and occupation of the Leased Premises.

4.03. Garage Land as Leased Premises. During any period that the Garage Land constitutes the Leased Premises, Tenant shall promptly comply with all Laws which may be applicable to the Garage Land, shall perform all Maintenance to the Leased Premises required under all Laws and shall keep the Leased Premises free from accumulations of snow and ice. In

the event that a notice of violation shall be issued with respect to the Garage Land, while it is the Leased Premises, by any governmental authority, Tenant shall either cure such violation or contest the same by appropriate proceedings, diligently conducted and prosecuted in good faith. If Tenant fails to perform its obligations under this Section 4.03, Landlord shall have the right to perform the same and upon presentation by Landlord to Tenant of such evidence as Tenant may reasonably request concerning Landlord's performance of Tenant's obligations under this Section 4.03 and the cost and expense incurred by Landlord in such performance, Tenant shall reimburse Landlord for such cost and expense.

4.04. Tenant Improvements to Garage. Tenant shall have the right to erect on the Leased Premises a booth for parking attendants and a sign stating that the Hotel Parking Area is reserved for Hotel Parking. Landlord shall have the right to designate the location of such booth (provided such location is reasonable) and if such booth occupies a parking space outside the Hotel Parking Area, Tenant shall be responsible for paying rent in the amount payable by monthly garage tenants (the said payment to constitute Usage Rent without a discount below the monthly market rental rents obtaining from time to time). If a Garage shall be constructed, Tenant shall also have the right to install a telephone in a parking attendant booth within the Hotel Parking

Area and to install in the Garage in locations reasonably designated by Landlord telephone wiring for the parking attendant booth telephone.

4.05. Tenant Covenants. Tenant covenants the following:

(a) Tenant shall not make any changes, alterations, modifications or improvements in or to the Leased Premises, either permanent or temporary, structural or non-structural.

(b) Except as otherwise herein provided, Tenant shall not place any fixtures, stands or equipment in or on the Leased Premises without the prior consent of Landlord.

(c) Tenant shall not deposit debris, refuse or other such matter in the Leased Premises and shall use and occupy the Leased Premises with safety, care and cleanliness.

(d) Except for the specific provisions contained in this Lease for abatement of rent, providing for substitute space in the Garage and substitute space on the Garage Land, Tenant agrees that Landlord shall have no liability to Tenant for any damage, compensation or claim by reason of interruption of use or inconvenience arising from any Maintenance, Alteration, construction or casualty. Landlord shall use reasonable efforts to minimize its interference with Tenant's use of the Leased Premises in the performance of Maintenance, Alterations, construction and other similar activities.

(e) Tenant agrees that Landlord may discontinue any operations or services in, of, and to the Garage not expressly covenanted for herein, it being understood that they constitute no part of the consideration for this Lease.

ARTICLE V

ASSIGNMENT AND SUBLETTING

5.01. Right to Assign and Sublet. Tenant shall have the right to assign, mortgage, pledge or encumber this Lease from time to time to a mortgage lender in connection with the financing of the Hotel, and to assign this Lease or sublet all of the Leased Premises to a subsequent owner of the Hotel (including, in the event the Hotel is made subject to the condominium form of ownership, the Condominium Association). Except in the case of an assignment of Tenant's interest hereunder to a subsequent owner of the Hotel, in which event Tenant shall be released from its obligations hereunder arising after the effective date of such assignment, no assignment, mortgage, pledge, encumbrance or sublet by Tenant shall relieve or release Tenant from the obligations of Tenant under this Lease, and Landlord may collect rent from the assignee, sub-tenant or other occupant and apply the net amount collected to the rents payable by Tenant under this Lease. In the event the assignment of Tenant's interest herein shall result in any transfer or other tax, Tenant shall be responsible for the

payment of such tax. Except as provided in this Section 5.01, this Lease may not be assigned and the Leased Premises may not be sublet by Tenant without Landlord's consent.

5.02. Assumption Agreement by Assignee. If Tenant assigns this Lease as permitted by Section 5.01, a duplicate original of the agreement of assignment, as aforesaid, shall be sent to Landlord within ten (10) days of its execution, together with a written instrument, duly executed and acknowledged by the assignee, provided that such assumption shall not relieve or release Tenant from its liability hereunder.

5.03. Default by Assignee. If Tenant assigns this Lease as permitted pursuant to Section 5.01 but remains the holder of a purchase money mortgage, then Landlord, when giving notice to said assignee or any future assignee in respect of any default, shall also give a copy of such notice to Tenant. Tenant shall have the same period after the giving of such notice to cure or to commence to cure such default by said assignee as is given to Tenant under this Lease.

ARTICLE VI

INDEMNIFICATIONS; WAIVER OF LIABILITY

6.01. Tenant's Indemnification of Landlord. Tenant agrees that it will Indemnify Landlord against and from any Loss arising out of or from any accident or other occurrence on

the Leased Premises causing injury to Tenant, Tenant's or Landlord's property or any other person or property whomsoever or whatsoever, except that Tenant will not Indemnify Landlord against and from any Loss, to the extent such Loss is caused by or arises out of the negligent acts or omissions of Landlord or its agents, contractors, licensees, invitees, or employees or by the failure of Landlord to perform Landlord's obligations under this Lease.

6.02. Landlord's Indemnification of Tenant. Landlord agrees that it will Indemnify Tenant against and from any Loss arising out of or from any accident or other occurrence transpiring on the Garage Land or in the Garage, other than within the Leased Premises, causing injury to Tenant, Landlord's or Tenant's property or any other person or property whomsoever or whatsoever. Landlord will not, however, Indemnify Tenant against and from any Loss to the extent such Loss is caused by or arises out of the negligent acts or omissions of Tenant or its agents, contractors, licensees, invitees, or employees or by the failure of Tenant to perform Tenant's obligations under this Lease.

6.03. Waiver of Liability.

(a) Waiver by Landlord. Landlord, on behalf of itself and anyone claiming through or under Landlord by way of subrogation or otherwise, hereby waives all rights to recovery against Tenant or any agent or employee of Tenant for damage to

or destruction of the Garage or any property contained therein arising out of fire or other casualty whether or not caused by acts or negligence of Tenant or any of Tenant's agents or employees, or anyone for whom said persons may be responsible, but only to the extent that recovery for such damage or destruction is received under an insurance policy or policies and only to the extent that such policy or policies permit such waiver of claims. Without limiting the aforegoing, Landlord shall request its insurers to issue policies containing a waiver of subrogation and if any extra premium is payable therefor, Tenant shall have the option to pay the amount of such additional premium within ten (10) days after Landlord gives Tenant notice thereof in order to obtain a waiver of subrogation.

(b) Waiver by Tenant. Tenant, on behalf of itself and anyone claiming through or under Tenant by way of subrogation or otherwise, hereby waives all rights to recovery against Landlord or any agent or employee of Landlord for damage to or destruction of the Leased Premises or any property contained therein arising out of fire or other casualty whether or not caused by acts or negligence of Landlord or any of Landlord's agents or employees, or anyone for whom said persons may be responsible, but only to the extent that recovery for such damage or destruction is received under an insurance policy or policies and only to the extent that such policy or

policies permit such waiver of claims. Without limiting the aforegoing, Tenant shall request its insurers to issue policies containing a waiver of subrogation and if any extra premium is payable therefor, Landlord shall have the option to pay the amount of such additional premium within ten (10) days after Tenant gives Landlord notice thereof in order to obtain a waiver of subrogation.

ARTICLE VII

DESTRUCTION; ABATEMENT; Etc.

7.01. Damage or Destruction of Garage. If Landlord constructs a Garage, the following provisions shall apply:

(a) Complete Destruction. If the Garage is damaged or destroyed by fire or other casualty (such damage or destruction being herein called "Casualty Damage") and Landlord reasonably estimates the period of time it would take to Complete any restoration of the Garage so that the Hotel Parking Area would be fully useable (the "Restoration Time") to be in excess of two hundred seventy days (270) days, and the cost of such restoration (the "Restoration Cost") exceeds the product of (i) Four Million Dollars ($4,000,000.00) multiplied by (ii) the Price Index Multiplier based on the Index for the immediately preceeding Adjustment Date, Landlord shall, within sixty (60) days of such Casualty Damage at Landlord's sole cost and expense, (i) begin restoring the Garage and diligently

pursue such restoration until Completed, (ii) begin constructing a new Garage and diligently pursue such construction until Completed or (iii) raze the Garage and any other improvements on the Garage Land designated by Landlord, clear the Garage Land of all debris and fill in any holes in the ground so that the Garage Land is reasonably level and even.

(b) Partial Destruction. If the Garage suffers Casualty Damage for which Landlord reasonably estimates the Restoration Time to be less than Two Hundred Seventy (270) days and the Restoration Cost to be less than the product of (i) Four Million Dollars ($4,000,000.00) multiplied by (ii) the Price Index Multiplier, based on the Index for the immediately preceding Adjustment Date, Landlord shall, within thirty (30) days of such Casualty Damage, at Landlord's sole cost and expense, begin restoring or repairing the Garage and pursue such repair or restoration until Completion.

7.02. Abatement of Rent. All Minimum Rent due hereunder shall abate for such period as Tenant is unable to use the Leased Premises for the purposes intended. If Tenant is unable to park the HPA Number of automobiles on the Leased Premises, Minimum Rent shall abate in direct proportion to the percentage reduction in available parking spaces below the HPA Number except as provided. If the Tenant is unable to park at least one-half (1/2) the HPA Number of automobiles in the

Leased Premises, Tenant may elect not to park any automobiles in the Leased Premises while fewer than one-half (1/2) the HPA Number of spaces is available by so notifying Landlord, and all rent hereunder shall abate until at least one-half (1/2) the HPA Number of parking spaces is again available. Notwithstanding anything in the aforegoing to the contrary, Minimum Rent shall not abate if Tenant has the use of all of the Garage Land, and Landlord has leveled and cleared the Garage Land pursuant to subsection 7.01(a) hereof.

7.03. Arbitration. In the event that Landlord and Tenant are unable to agree as to the length of the Restoration Time, the amount of the Restoration Cost, whether damage to the Garage renders the Hotel Parking Area unfit to use for valet parking or as to the extent of any abatement or as to any other issue under this Article VII, the matter shall be resolved by arbitration pursuant to the provisions of Section 13.09 below.

ARTICLE VIII

EMINENT DOMAIN

8.01. Complete Taking. If all or a substantial portion of the Garage Land shall be taken under the power of eminent domain by any public, quasi-public or private authority (a "Taking") so that it is no longer feasible to use the Garage Land for a Garage or as an open parking lot, then this Lease shall terminate or expire as of the date of such Taking, and

any rent due hereunder, if any, paid in advance, for a period after such date of termination shall be refunded immediately by Landlord to Tenant. Upon said termination, Landlord and Tenant shall be relieved of and released from all further obligations thereafter to accrue hereunder; but such termination shall, in no event, relieve or release Landlord or Tenant from any liability to the other which has accrued prior to the termination of this Lease.

8.02. Partial Taking. If a portion of the Garage Land is taken but it is still feasible to use the Garage Land for a Garage or as an open parking lot, then this Lease will remain in full force and effect. If, as a consequence of such Taking the Garage must be razed, Landlord shall, within sixty (60) days of such Taking either (A) begin constructing a new Garage and diligently pursue such construction until Completed or (B) raze the Garage and any other improvements on the Garage Land designated by Tenant, clear the Garage Land of all debris and fill in any holes in the ground so that the Garage Land is reasonably level and even. If, as a consequence of such Taking, the Garage must be Altered, the rules set forth above in Section 7.01 concerning Landlord's obligation to restore the Garage shall apply as if the Alteration necessitated by the Taking were restoration necessitated by Casualty Damage.

8.03. Claims for Awards. In any proceedings whereby all or part of the Garage Land is taken, each party shall,

subject to any overriding claims of any lender secured by a mortgage the lien of which encumbers the Garage, be free to make claims against the condemning authority for the amount of the actual provable damage done to each of them by such proceedings; Tenant's claim for damages may include, but is not limited to, business dislocation damages, diminishment in the value of the Hotel, and any other expenses allowed by statute. If the condemning authority shall refuse to permit separate claims to be made, then and in that event Landlord shall prosecute with counsel reasonably satisfactory to Tenant the claims of both Landlord and Tenant, and the proceeds of the award shall be divided between Landlord and Tenant in such manner as is fair and equitable. If agreement regarding the division of such proceeds is not reached within sixty (60) days after the making of such award, the parties may initiate arbitration pursuant to Section 13.09 to resolve a dispute.

8.04. Date of Taking. A Taking shall be deemed to have occurred on the date possession is required by the condemning authority.

ARTICLE IX

SUBORDINATION, RECOGNITION, NON-DISTRUBANCE AND ATTORNMENT

9.01. Tenant to Subordinate. Tenant agrees that from time to time, within fifteen (15) days after request by Landlord, Tenant will execute and deliver to Landlord an

agreement or agreements in recordable form, executed and acknowledged by Tenant and acceptable to the title insurance company insuring the subject mortgage, to effectively subordinate this Lease to the lien of any first mortgage of the entire fee interest of the Garage Land or any part thereof, including without limitation, the Leased Premises (the "Mortgaged Property"), now or hereafter made, and any renewals, modifications or extensions thereof. Such subordination shall be effective only upon the execution by the holder of such mortgage of an agreement ("Non-Disturbance Agreement"), for the benefit of Tenant, in recordable form, executed, acknowledged and delivered by such mortgagee to Tenant, which, in substance, shall provide that the rights of Tenant under the terms and provisions of this Lease shall not be affected, impaired or disturbed, nor shall this Lease or the term hereof be terminated by the mortgagee in the exercise of any of its rights under the mortgage or the bond or debts secured thereby, or otherwise by law provided so long as Tenant continues to pay the rent required hereunder and otherwise complies with the terms and conditions hereof. The Non-Disturbance Agreement shall also contain, in substance, the following provisions:

(a) Non-Disturbance. Provided that an Event of Default shall not have occurred and be continuing, in the event that the mortgagee comes into possession of or ownership of the title of the Mortgaged Property by foreclosure of the mortgage

or otherwise, this Lease and all rights of Tenant hereunder shall continue in effect and shall not be terminated.

(b) Attornment; Recognition. Provided that an Event of Default shall not have occurred and be continuing, if the mortgagee shall become the owner of the Mortgaged Property by reason of foreclosure of the mortgage or otherwise, or if the Mortgaged Property shall be sold as a result of any action or proceeding to foreclose the mortgage or by a deed given in lieu of foreclosure, this Lease shall continue in full force and effect, without necessity for executing any new lease, as a direct lease between Tenant, as tenant hereunder, and the then owner of the Mortgaged Property, as landlord hereunder, upon all of the same terms, covenants and provisions contained in this Lease, and in such event, Tenant shall be bound to such new owner under all of the terms, covenants and provisions of this Lease. Tenant hereby agrees to attorn to such new owner and to recognize such new owner as Landlord under this Lease, to perform all of the terms, covenants and provisions of this Lease, and such new owner shall be bound to Tenant under, and shall agree to perform, all of the terms, covenants and provisions of this Lease from and after the date such new owner becomes record owner of the Leased Premises. Such new owner shall not be liable for claims arising under this Lease prior to the date such new owner becomes record owner of the Leased Premises, and such attornment shall not relieve Landlord of any

of its liabilities to Tenant arising under this Lease prior to such attornment.

(c) Binding Effect. The Non-Disturbance Agreement shall be binding upon and inure to the benefit of mortgagee, owner and Tenant, and their respective heirs, executors, administrators, successors and assigns.

9.02. Notice of Default to Mortgagee. If the holder of any mortgage covering the Leased Premises shall have given prior written notice to Tenant that it is the holder of said mortgage and such notice includes the address at which notices to such mortgagee are to be sent, then Tenant agrees to give to the holder of record of such mortgage notice simultaneously with any notice given to Landlord to correct any default of Landlord as hereinabove provided, and agrees that the holder of record of such mortgage shall have the right, within the same period of time accorded Landlord under this Lease after receipt of said notice, to correct or remedy such default before Tenant may take any action under this Lease by reason of such default.

ARTICLE X

POSSESSION; TITLE; RECORDING

10.01. Quiet Enjoyment. Landlord covenants that provided Tenant pays the rent and performs Tenant's other obligations under this Lease, Tenant shall peacefully and

quietly have, hold and enjoy the Leased Premises and all appurtenances thereto, including appurtenant licenses, throughout the lease term without hindrance, ejection or molestation by any person(s) lawfully claiming under Landlord, subject to the other terms and provisions of this Lease, to all other agreements, conditions, restrictions and encumbrances now of record, and to all mortgages and underlying leases of record to which this Lease may be or become subject and subordinate.

10.02. Warranty of Landlord's Title. Landlord represents, warrants and covenants to Tenant that Landlord is the fee simple titleholder of record of the Garage Land on the date hereof.

10.03. Recording. Landlord and Tenant have executed simultaneously with the execution hereof, the document required by statute for record notice of this Lease (the "Memorandum"). Tenant shall have the right to record such Memorandum in the Department of Public Records at its sole cost and expense.

ARTICLE XI

NOTICES.

11.01. Giving of Notices. All notices and other communications to be given in connection with this Agreement shall be in writing and shall be deemed given only if mailed by registered or certified mail, return receipt requested, by

Federal Express or other such "overnight" express courier service, or by hand delivery:

(a) if to Landlord, to

Ronald L. Kaiserman, Esquire
Kaiserman Enterprises, L.P.
Rittenhouse Claridge
Suite 300
18th and Walnut Streets
Philadelphia, Pennsylvania 19103

with a copy to

Morris J. Dean, Esquire
Blank, Rome, Comisky & McCauley
1200 Four Penn Center Plaza
Philadelphia, Pennsylvania 19103

(b) if to the Tenant, to

Arthur W. Forte
Kevin F. Donohoe Company
Curtis Center
Suite 700
Independence Square West
Philadelphia, Pennsylvania 19106

with a copy to

Henry F. Miller, Esquire
Wolf, Block, Schorr and Solis-Cohen
Twelfth Floor Packard Building
Philadelphia, Pennsylvania 19102.

or at such other addresses or person as the party to receive the notice or other communication may hereafter designate by written notice to the other. All notices and other communications shall, if mailed, be deemed to have been given two (2) business days following the date when deposited in the United States mail, or the following day, if sent by Federal Express or similar overnight courier service, or when

delivered, if delivered by hand. Notices by the parties may be given on their behalf by their respective counsel.

ARTICLE XII

DEFAULT

12.01. Tenant's Default.

(a) Event of Default Defined. "Event of Default" means the occurrence of any one or more of the following events:

(i) Tenant shall fail to pay any rent when the same shall become due and payable, and such delinquency shall continue for a period of ten (10) days after Landlord notifies Tenant thereof;

(ii) Tenant shall make any assignment of substantially all of its assets for the benefit of creditors or shall be adjudged a bankrupt, or if a receiver is appointed for Tenant or its assets or Tenant's interest under this Lease and the appointment of such receiver, if involuntary, is not vacated within ninety (90) days, or if Tenant shall file or have filed against it a petition under or pursuant to any of the provisions of the U.S. Bankruptcy Act or any amendment thereof or substitute thereof, and such petition, if involuntary, is not vacated within ninety (90) days; or

(iii) Tenant shall fail to perform any of the terms, covenants or agreements which Tenant is required to

perform hereunder (other than the payment of rent), and such default shall continue for a period of thirty (30) days after Landlord gives notice thereof to Tenant or, in the case of such a default which cannot with due diligence and in good faith be cured within thirty (30) days, Tenant, fails to commence within such thirty-day period to cure the same and thereafter to prosecute the curing of such default with due diligence and in good faith and to complete such curing within sixty (60) days after Landlord gives notice thereof to Tenant.

(b) (i) Landlord's Remedies. Upon the occurrence of an Event of Default, Landlord, at any time thereafter during the continuance of any such Event of Default, may at its option, give notice to Tenant specifying such Event of Default and stating that this Lease and the term shall expire and terminate on the date specified in such notice, and upon the date specified in such notice, this Lease and the term and all rights of Tenant under this Lease shall expire and terminate but Tenant shall remain liable as hereinafter provided.

(ii) If Landlord shall terminate this Lease pursuant to subsection 12.01(b)(i), Landlord or Landlord's agents and employees may without further notice immediately or at any time thereafter enter upon and re-enter the Leased Premises, or any part thereof, and possess or repossess itself thereof either by summary dispossesses proceedings, ejectment

or by any suitable action or proceeding at law, or by agreement, and may dispossess and remove Tenant and all other persons and property from the Leased Premises without being liable to indictment, prosecution or damages therefor, and may repossess the same, and may remove any persons therefrom, to the end that Landlord may have, hold and enjoy the Leased Premises and the right to receive all rental income against as and of its first estate and interest therein. The words "enter" or "re-enter", "possess" or "repossess" as herein used, are not restricted to their technical legal meaning. Tenant shall thereupon pay to Landlord all rent due hereunder up to the time of such termination of this Lease, or of such recovery of possession of the Leased Premises by Landlord, as the case may be and shall also pay to Landlord damages as hereinafter provided.

(iii) In the event of any breach or threatened breach by Tenant of any of the agreements, terms, covenants or conditions contained in this Lease, Landlord shall be entitled to enjoin such breach or threatened breach and shall have the right to invoke any right and remedy allowed at law or in equity or by statute or otherwise as though re-entry, summary proceedings, and other remedies were not provided for in this Lease.

(iv) If this Lease shall terminate based upon an Event of Default, Landlord shall be entitled to retain

all monies, if any, paid by Tenant to Landlord, whether as advance rent, security or otherwise, but such monies shall be credited by Landlord against any rent due from Tenant at the time of such termination or re-entry or, at Landlord's option, against any damages payable by Tenant under subsection 12.01(c).

(c) If this Lease is terminated based upon an Event of Default, Tenant shall pay to Landlord as damages, at the election of Landlord, either

(i) on demand, a sum which at the time of such termination of this Lease or at the time of any such re-entry by Landlord, as the case may be, represents the excess of (x) the aggregate rent payable hereunder which would have been payable by Tenant for the period commencing with such earlier termination of this Lease or the date of any such re-entry, as the case may be, and ending with the Expiration Date, had this Lease not so terminated or had Landlord not so re-entered the Demised Premises, over (y) the aggregate rental value (calculated as of the date of such termination or re-entry) of the Leased Premises for the same period, or

(ii) sums equal to the rent payable hereunder which would have been payable by Tenant had this Lease not so terminated, or had Landlord not so re-entered the Demised Premises, payable quarterly but otherwise upon the terms therefor specified herein following such termination or

such re-entry and until the Expiration Date, provided, however, that if Landlord shall relet the Leased Premises or any portion or portions thereof during said period, Landlord shall credit Tenant with the net rents received by Landlord from such releting, such net rents to be determined by first deducting from the gross rents as and when received by Landlord from such releting the expenses incurred or paid by Landlord in terminating this Lease or in re-entering the Leased Premises and in securing possession thereof, as well as the expenses of releting, including altering and preparing the Leased Premises or any portion or portions thereof for new tenants, brokers commissions, advertising expenses, and all other expenses properly chargeable against the Leased Premises and the rental therefrom; it being understood that any such releting may be for a period shorter or longer than the remaining term of this Lease but in no event shall Tenant be entitled to receive any excess of such net rents over the sums payable by Tenant to Landlord hereunder, nor shall Tenant be entitled in any suit for the collection of damages pursuant to this subsection 12.01(c) to a credit in respect of any net rents from a releting, except to the extent that such net rents are actually received by Landlord. If the Leased Premises or any part thereof should be relet in combination with other space, then proper apportionment shall be made of the rents received from such releting and of the expenses of releting.

If the Leased Premises or any part thereof be relet by Landlord for the unexpired portion of the term of this Lease, or any part thereof, before presentation of proof of such damages to any court, commission or tribunal, the amount of rent reserved upon such reletting shall, prima facie, be the fair and reasonable rental value for the Leased Premises, or part thereof, so relet during the term of the reletting. Landlord however shall in no event and in no way be responsible or liable for any failure to relet the Leased Premises or any part thereof or for failure to collect any rent due upon any such reletting.

(iii) Suit or suits for the recovery of such damages, or any installments thereof, may be brought by Landlord from time to time at its election, and nothing contained herein shall be deemed to require Landlord to postpone suit until the date when the term of this Lease would have expired if it had not been so terminated under the provisions of this Lease, or under any provision of law, or had Landlord not re-entered the Leased Premises. Nothing herein contained shall be construed to limit or preclude recovery by Landlord against Tenant of any sums or damages to which, in addition to the damages particularly provided above, Landlord may lawfully be entitled by reason of any default hereunder or otherwise on the part of Tenant. Nothing herein contained shall be construed to limit or prejudice the right of Landlord

to prove for and obtain as liquidated damages by reason of the termination of this Lease or re-entry on the Leased Premises for the default of Tenant under this Lease, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, such damages are to be proved whether or not such amount be greater, equal to, or less than any of the sums referred to above in this subsection 12.01(c).

(d) Tenant, for itself, and on behalf of any and all persons claiming through or under Tenant, including creditors of all kinds, does hereby waive and surrender all right and privilege so far as is permitted by law, which they or any of them might have under or by reason of any present or future law, (i) to the service of any notice of intention to re-enter, (ii) to any and all right of redemption or re-entry or repossession in case Tenant shall be dispossessed or ejected by process of law or in case of re-entry or repossession by Landlord or in case of any expiration or termination of this Lease as herein provided, or (iii) to any notice and/or delay in levy of execution in case of any eviction or dispossess of a tenant for non payment of rent.

(e) Late Charge. If any payment or any part thereof to be made by Tenant to Landlord pursuant to the terms of this Lease shall become overdue for a period in excess of five (5) days, a "late charge" of five cents ($.05) for each

dollar so overdue shall be paid by Tenant for the purpose of defraying the expense incident to handling such delinquent payment.

(f) Surrender at End of Term. Upon any expiration or termination of this Lease, Tenant shall quit and peacefully surrender the Leased Premises (in the manner and upon the terms and conditions set forth in this Lease) to Landlord.

12.02. Landlord's Default.

(a) Tenant's Right to Perform on Behalf of Landlord. Landlord agrees that if Landlord fails to pay any Real Estate Taxes (as hereinafter defined) affecting the Leased Premises and to which this Lease may be subordinate when any of the same become due, then and in such event Tenant, after the continuance of any such failure or default for twenty (20) days after notice thereof is given by Tenant to Landlord, may pay, but shall be under no obligation to pay, said Real Estate Taxes. In the event Tenant elects to pay Landlord's Real Estate Taxes, Tenant shall be entitled to set off against all rental obligations hereunder the amount of such Real Estate Taxes paid by Tenant.

(b) Landlord shall not be in default in performing any of the terms, covenants or agreements contained in this Lease on Landlord's part to be performed unless such default shall continue for a period of thirty (30) days after

Tenant gives notice thereof to Landlord or, in the case of such a default which cannot with due diligence and in good faith be cured within thirty (30) days, Landlord fails to commence within such thirty day period to cure the same and thereafter to prosecute the curing of such default with due diligence and in good faith and to complete the curing within sixty (60) days after Tenant gives notice thereof to Landlord.

(c) Definition of Real Estate Taxes. The term "Real Estate Taxes" shall mean all ad valorem real estate taxes which may be assessed, levied, or imposed upon the Garage Land for any period during the term from and after the Rent Commencement Date.

12.03. Remedies Cumulative. Each right or remedy of Landlord and Tenant provided for in this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease or otherwise, and the exercise or the beginning of the exercise by Landlord or Tenant of any of one or more of the rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise, unless expressly prohibited hereunder, shall not preclude the simultaneous or later exercise by Landlord or Tenant of any and all other rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise, unless expressly prohibited hereunder.

12.04. No Waiver. No failure by Landlord or by Tenant to insist upon the strict performance of any term, covenant or condition of this Lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance by Landlord of partial rent during the continuance of any such breach, shall constitute a waiver of any such breach or of such term, covenant or condition. No term, covenant or condition of this Lease to be kept, observed or performed by Landlord or by Tenant, and no breach thereof, shall be waived, altered or modified, except by a written instrument executed by Landlord or by Tenant, as the case may be. No waiver of any breach shall affect or alter this Lease, but each and every term, covenant and condition of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

12.05. Limitation of Liability. Notwithstanding anything to the contrary in this Lease, in the event any monetary judgment or lien shall be obtained against Landlord or Tenant by reason of a default by Landlord or Tenant hereunder, such judgment or lien may be satisfied only out of the proceeds of sale received upon execution of such judgment and levy thereon against the right, title and interest of Landlord in the Garage Land, and the rents, issues and profits to be derived therefrom, or against the right, title and interest of Tenant in the Hotel Land, and the rents, issues and profits

derived or to be derived therefrom, as the case may be, and in no event shall Landlord or Tenant, or any partner of either, be liable for any deficiency.

12.06. Unavoidable Delays. If either party shall be prevented or delayed from punctually performing any obligation or satisfying any condition under this Lease by any strike, lockout, labor dispute, inability to obtain labor or material, Act of God, governmental regulation, civil commotion, fire or other casualty or by any other event similar to the foregoing beyond the reasonable control of such party, and not the fault of the party delayed in performing any obligation or satisfying any condition under this Lease (all such events being hereinafter called "Unavoidable Delay"), the time to perform such obligation or satisfy such condition shall be postponed by the period of time consumed by the delay. If either party shall, as a result of Unavoidable Delay, be unable to exercise any right or option within any time limit provided therefor in this Lease, the time for exercise thereof shall be postponed for the period of time consumed by such delay.

ARTICLE XIII

MISCELLANEOUS

13.01. Relationship of Parties. Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal

and agent or of partnership or of joint venture or of any association whatsoever between Landlord and Tenant.

13.02. Estoppel Certificates. Upon the request of either party, at any time or from time to time, the other party shall execute, acknowledge and deliver to such party, within fifteen (15) days after such request, a written instrument, duly executed and acknowledged,

(i) certifying that this Lease has not been modified and is in full force and effect or, if there has been a modification of this Lease, that this Lease is in full force and effect as modified, stating such modification;

(ii) specifying the dates to which all sums payable hereunder by either Landlord or Tenant, including without limitation, the rent, have been paid;

(iii) stating whether or not, to the knowledge of the party executing such instrument, the other party hereto is in default and, if such party is in default, stating the nature of such default; and

(iv) stating the Rent Commencement Date.

13.03. Broker. Landlord and Tenant each represents and warrants that it has dealt with no broker or brokers in connection with this Lease other than Jackson Cross Co. and that Jackson Cross Co. is entitled to no commission from it in connection with this Lease.

13.04. Binding Effect. The terms, covenants, agreements, provisions, conditions and limitations herein contained bind and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, of Landlord and Tenant.

13.05. Choice of Law. This Lease and the rights and obligations of the parties hereto, shall be interpreted and construed in accordance with the laws of the Commonwealth of Pennsylvania.

13.06. Entire Agreement. This Lease and the exhibits attached hereto contain the entire agreement between the parties, and no oral statements or representations or prior written matter not contained herein shall have any force or effect. This Lease and the exhibits attached hereto cannot be changed, modified or amended unless such change, modification or amendment is in writing and executed by the party against which the enforcement of the change, modification or amendment is sought. Any document, notice or consent including, without limitation, this Lease, any amendment thereto or extensions thereof or any notice given thereunder shall only be binding upon Landlord or Tenant if executed by a general partner duly authorized to do so or by such other party authorized in writing by the general partners of Landlord or Tenant, as the case may be, to execute documents on behalf of Landlord or

Tenant. Any such document or extension not so executed may be ratified by Landlord or Tenant, as the case may be.

13.07. Invalidity of Certain Provisions. If any provision of this Lease shall be invalid or unenforceable, the remainder of the provisions of this Lease shall not be affected thereby and each and every provision of this Lease shall be enforceable to the fullest extent permitted by law.

13.08. Captions. The captions of this Lease are intended only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Lease or the intent of any provision hereof. Wherever applicable hereunder, the neuter pronoun shall be deemed to include the masculine and feminine pronoun and the singular shall be deemed to include the plural.

13.09. Arbitration. Should any dispute arise with respect to any provision of this Lease, which provision states that the matter in dispute is to be resolved by arbitration hereunder, the matter in dispute shall be settled by arbitration in accordance with the applicable Arbitration Rules of the American Arbitration Association then obtaining, utilizing the American Arbitration Association Rules for expedited procedures, and judgment upon the award rendered by the arbitrator/s may be entered in any court having jurisdiction.

13.10. Deterioration of Garage. If at any time during the term hereof Landlord determines that the structure of a Garage becomes unsound by reason of rust, wear and tear, fatigue of structural supports or other effects of old age, and it is not feasible to Maintain the Garage, Landlord shall raze the Garage and provided Tenant is not then in default under this Lease:

(a) construct a new Garage and diligently pursue such construction to Completion, or, at Landlord's option,

(b) raze all other improvements on the Garage Land designated by Tenant, clear the ground of all debris and fill in any holes in the ground so that the Garage Land is reasonably level and even.

13.11. Termination by Landlord. Notwithstanding anything contained herein to the contrary, Landlord shall have the option to terminate this Lease by notice to Tenant if Tenant does not commence construction of the Hotel superstructure (above the foundation mat) within eighteen (18) months after the date hereof or does not open the Hotel for business to the public within three (3) years after the date hereof. Upon the giving of such notice, all rights and liabilities of the parties hereunder shall cease, determine and end.

13.12 Tenant Liability Insurance. Tenant agrees to carry such public liability, personal injury and property

liability, automobile liability, contractual liability, garage keeper's liability and other similar insurance as may be reasonably required by Landlord in an amount not less than combined single limit of $5 million for bodily injury and $2 million for property damage. The policies of insurance shall name Landlord as an additional insured and effective certificates of insurance evidencing such coverage shall be delivered to Landlord by Tenant. Landlord shall have the right to direct the coverage limits be adjusted every five years during the term hereof to reflect the coverages then being obtained by prudent operators of comparable real estate projects in the City of Philadelphia.

13.13 Employment Status of Valet Parking Personnel. All valet parking personnel providing valet parking service to

Hotel Invitees shall be employees of Tenant or Tenant's agent, and not of Landlord.

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Lease on the day and year first above written.

LANDLORD:

BOURSE GARAGE ASSOCIATES

By: Bourse Garage, Inc.

By: _____
Ronald L. Kaiserman,
President

Attest: _____
asst secy
(Corporate Seal)

TENANT:

I.M.H. PARTNERS, L.P.

By: K.F.D. HOTEL ASSOCIATES, L.P.,
General Partner

Witness:

_____

_____

By: _____
Kevin F. Donohoe,
General Partner

By: _____
Arthur W. Forte,
General Partner

DESCRIPTION OF HOTEL LAND

BLOCK 1 S 3 LOT 270

ALL THAT CERTAIN piece of ground with buildings and improvements thereon erected situate in the 5th Ward, City of Philadelphia Commonwealth of Pennsylvania, as shown on plan of sub-division prepared by Alpha Engineering Associates, Inc., Trevose, Pennsylvania, dated February 9, 1987 and more particularly described as follows, to wit:

BEGINNING at a point, said point being the intersection of the Northerly side of Chestnut Street (60 feet wide) and the proposed westerly side of 4th Street (proposed width 50 feet presently 65 feet wide). THENCE, from said point of beginning westwardly along said northerly side of Chestnut Street the distance of 141 feet 4 inches to a point; thence, northwardly on a line parallel with 5th Street partially passing along and through a wall the distance of 54 feet 10 inches to a point; thence eastwardly on a line parallel with said Chestnut Street passing through said wall the distance of 141 feet 4 7/8 inches to a point on the proposed westerly side of said 4th Street; thence, southwardly along said proposed sideline the distance of 54 feet 10 inches to the first mentioned point and place of beginning.

CONTAINING 7,751.8 square feet or 0.1779 acres of land, more or less.

BEING a part of the same premises which The Philadelphia National Bank, a National Banking Association by Deed dated 12-28-1978 and recorded in Phila. County, in Deed Book DCC 1848 page 526 conveyed unto Kaiserman Enterprises, LP, a Limited Partnership, its successors and assigns, in fee.

EXHIBIT A-1

DESCRIPTION OF GARAGE LAND

BLOCK 1 S 3 LOT 271

ALL THAT CERTAIN piece of ground with buildings and improvements thereon erected situate in the 5th Ward, City of Philadelphia, Commonwealth of Pennsylvania, as shown on plan of subdivision prepared by Alpha Engineering Associates, Inc. Trevose, Pennsylvania, dated February 9, 1987 and more particularly described as follows, to wit:

LOT 2

THENCE, from said point of beginning westwardly on a line parallel with said Chestnut Street passing into a wall the distance of 141 feet 4 7/8 inches to a point; thence, northwardly partially passing through and along said wall the distance of 109 feet 3 inches to a point on the southerly side of Ranstead Street (variable width); thence; eastwardly along the said side of Ranstead Street the distance of 141 feet 6 5/8 inches to a point, said point begin the intersection of the said southerly side of Randstead Street and the proposed westerly side of said 4th Street; thence, southwardly along the said proposed side of 4th Street the distance of 109 feet 0 3/4 inches to the first mentioned point and place of beginning.

CONTAINING 15,442.4 Square feet or 0.3545 acres more or less.

BEING the same premises which The Philadelphia National Bank, a National Banking Association by Deed dated 12-28-1978 and recorded in Phila. County, in Deed Book DCC 1848 page 526 conveyed unto Kaiserman Enterprises, LP, a Limited Partnership, its successors and assigns, in fee.

EXHIBIT C

[There is no Exhibit C.]

EXHIBIT "D"

That certain letter between the parties of even date hereof is attached hereto and made a part of this Amended and Restated Lease which incorporates by reference the Garage Plans, including notations showing all changes that Landlord will incorporate into the Garage Plans, such changes are also deemed to be part of the Garage Plans, as if such plans were attached hereto and made a part hereof.

Attac ent to Exhibit D of
Amended and Restated Lease

I.M.H. Partners, L.P.
The Curtis Center, Suite 700
Philadelphia, PA 19106

October 24, 1988

Bourse Garage Associates
201 South 18th Street
Suite 300
Philadelphia, PA 19103

Re: Project at 4th & Chestnut Streets
Philadelphia, Pennsylvania

Gentlemen:

Reference is made to a Declaration of Easements, Covenants and Restrictions dated April 4, 1988 and recorded April 5, 1988 in the Philadelphia Department of Records (the "Declaration"), pursuant to which Kaiserman Enterprises L.P. created certain easements and restrictions regarding a proposed hotel facility (the "Hotel Facility") fronting on Chestnut Street and a proposed complex of facilities, including a multiple story parking garage (the "Garage Facility"), a theater, retail stores, a loading dock and berths and certain other improvements (collectively, the "Mixed-Use Facilities"). Further reference is made to an Amended and Restated Lease dated the date hereof between the owner of the Garage Facility, as landlord, and the owner of the Hotel Facility, as tenant, for certain parking spaces in the Garage Facility (the "Parking Lease").

Both the Declaration, as amended by a First Amendment to Declaration of Easements, Covenants and Restrictions of even date, and the Parking Lease refer to various plans pertaining to the Hotel Facility and the Mixed-Use Facilities or various portions thereof. It is the desire of the undersigned to insure that you and we are fully cognizant of all of the current plans and drawings for both the Hotel Facility and Mixed-Use Facilities, and have had the opportunity to review and approve the same.

Attached hereto as Exhibit "A" is a list of drawings for the Hotel Facility. Said drawings were prepared by Oldham & Seltz, Architects, and are labelled "Chestnut Street Hotel". These drawings are hereinafter called the "Hotel Plans". The most current of the Hotel Plans are the drawings issued for construction on July 17, 1988. With respect to the Hotel Plans:

(1) I.M.H. Partners, L.P., ("IMH") hereby certifies that the attached list is true, correct and complete, and that the most recent Hotel Plans are those issued on July 17, 1988; and

(2) Bourse Garage Associates ("Bourse Associates") hereby certifies that it has had an opportunity to review the Hotel Plans, and that it approves the Hotel Plans as issued on June 17, 1988.

Attached hereto as Exhibit "B-1" is a list of drawings for the Mixed-Use Facilities. Said drawings were prepared by Oldham & Seltz, Architects, and are labelled "Bourse Garage". These drawings are hereinafter called the "Mixed-Use Plans". The most current of the Mixed-Use Plans are the drawings issued for constructions on June 3, 1988. Drawings A1.8, A2.1 and A2.2 of the Mixed-Use Plans, a copy of which is attached hereto as Exhibit "B-2", contains certain notations which indicate changes which Bourse Associates intends to make on the most current Mixed-Use Plans, which changes (hereinafter the "Changes") will be incorporated into the construction of the Mixed-Use Facilities. With respect to the Mixed-Use Plans:

(1) Bourse Associates hereby certifies that the attached list is true, correct and complete, and that the most recent Mixed-Use Plans are those issued for construction on June 3, 1988; and

(2) I.M.H. hereby certifies that it has had an opportunity to review the Mixed Use Plans with the Changes noted on Drawings A1.8, A2.1 and A2.2 thereof, and that it approves the Mixed-Use Plans as issued for construction on June 3, 1988, and the Changes noted on Drawing A1.8, A2.1 and A2.1 thereof.

(3) In addition to the Mixed-Use Plans, I.M.H. and Bourse Associates each has reviewed, and each has approved and initialled, a plan of the 12th and of the 13th levels of the Garage Facility prepared by Oldham & Seltz and dated 6/3/88, modified by all notations showing all changes that Bourse Associates will incorporate into the Mixed-Use Plans (to Drawing A1.8), a copy of which is attached hereto as Exhibit "C", which shows the location and striping of the parking spaces which are the subject of the Parking Lease and designated as the Hotel Parking Area therein.

By executing this letter the parties hereto, for themselves and their successors and assigns, have indicated their intention to be legally bound by its terms.

Sincerely yours,

I.M.H. PARTNERS. L.P.
By K.F.D. Hotel Associates,
the sole general partner

By: _____
Kevin F. Donohoe
general partner

By: _____
Arthur W. Forte
general partner

Accepted and approved this
24th day of October, 1988:

BOURSE GARAGE ASSOCIATES
BY: Bourse Garage, Inc.

BY: _____
Ronald L. Kaiserman
President

6510K

LIST OF DRAWINGS		ISSUE FOR:	GMP	PERMIT	CONST.	ADD.#1	ADD.#2
G1.1	Cover Sheet		****	6/10/88	6/17/88		
G1.2	General Information		5/16/88	6/10/88	6/17/88		
	CIVIL						
C1.1	Site Plan			6/10/88	6/17/88		
C1.2	Site Plan			6/10/88	6/17/88		
	ARCHITECTURAL						
L1.1	Site Plan		5/16/88	6/10/88	6/17/88	9/7/88	
A1.1	Lower Level 2		5/16/88	6/10/88	6/17/88	9/6/88	
A1.1A	Lower Level 1		5/16/88	6/10/88	6/17/88	9/2/88	
A1.2	Lobby Level Plan		5/16/88	6/10/88	6/17/88	9/6/88	
A1.2A	First Floor Back of House Plan		5/16/88	6/10/88	6/17/88		
A1.3	Restaurant Level Plan		5/16/88	6/10/88	6/17/88	9/6/88	
A1.4	Typical Floor Plan, Levels 1 thru 12 *		5/16/88	6/10/88	6/17/88	9/6/88	
A1.5	Thirteenth Floor Plan *		5/16/88	6/10/88	6/17/88	9/6/88	
A1.6	Penthouse Plan		5/16/88	6/10/88	6/17/88	9/6/88	
A1.6A	Penthouse Mezz. Plan		5/16/88	6/10/88	6/17/88	9/6/88	
A1.7	Roof Plan & Details		5/16/88	6/10/88	6/17/88		9/8/88
A1.8	Reflected Ceiling Plans		5/16/88	6/10/88	6/17/88		
A2.1	South Elevation		5/16/88	6/10/88	6/17/88	9/6/88	
A2.2	East & West Elevation		5/16/88	6/10/88	6/17/88	9/6/88	
A2.3	North Elevation		5/16/88	6/10/88	6/17/88	9/6/88	
A2.4	Part Elevations		5/16/88	6/10/88	6/17/88	9/6/88	
A3.1	Building Section E-W & N-S		5/16/88	6/10/88	6/17/88	**	
A4.1	Wall Sections 1/2"		5/16/88	6/10/88	6/17/88	9/6/88	
A4.2	Wall Sections 1/2"		5/16/88	6/10/88	6/17/88	9/6/88	
A4.3	Wall Sections 1/2"		5/16/88	6/10/88	6/17/88	9/6/88	
A4.4	Wall Sections 1/2"		5/16/88	6/10/88	6/17/88	9/6/88	
A4.5	Porte Cochere Details		5/16/88	6/10/88	6/17/88	9/6/88	
A4.6	Roof Sections 1/4"		5/16/88	6/10/88	9/6/88**		
A5.1	Plan Details		5/16/88	6/10/88	6/10/88**		
A5.2	Misc. Details		5/16/88	6/10/88	6/17/88		
A6.1	Stair Sections, Plans & Details		5/16/88	6/10/88	6/17/88	9/6/88	
A6.2	Elevator and Grand Stair Sections & Details		5/16/88	6/10/88	6/17/88	9/6/88	

LIST OF DRAWINGS		ISSUE FOR: GMP	PERMIT	CONST.	ADD.#1	ADD.#2
A7.1	Door Schedule	5/16/88	6/10/88	6/17/88	9/6/88	
A7.2	Door Schedule & Details	5/16/88	6/10/88	6/17/88	9/6/88	
A7.3	Window Elevations/Details	5/16/88	6/10/88	6/17/88	9/6/88	
A7.4	Storefront Details	5/16/88	6/10/88	6/17/88	9/6/88	
A7.5	Partition Types	5/16/88	6/10/88	6/17/88		
A7.6	Finish Schedule	5/16/88	6/10/88	6/17/88		
	STRUCTURAL					
S1	Foundation Plan	5/16/88	6/10/88	6/17/88	9/6/88	
S2	Lower Level 1 Framing Plan	5/16/88	6/10/88	6/17/88	9/6/88	
S3	Lobby Floor Framing Plan	5/16/88	6/10/88	6/17/88		
S4	Restaurant Floor Framing Plan	5/16/88	6/10/88	6/17/88		
S5	First Floor Framing Plan	5/16/88	6/10/88	6/17/88		
S6	Typical Floor Framing Plan	5/16/88	6/10/88	6/17/88		
S7	13th Floor Framing Plan	5/16/88	6/10/88	6/17/88		
S8	Penthouse Framing Plan	5/16/88	6/10/88	6/17/88		
S9	Penthouse Mezz. Mach. Room Framing Plan	5/16/88	6/10/88	6/17/88		
S10	Roof Framing Plan	5/16/88	6/10/88	6/17/88		
S11	Column Schedule	5/16/88	6/10/88	6/17/88	9/6/88	
S12	Typical Details & General Notes	5/16/88	6/10/88	6/17/88		
S13	Foundation Sections & Details		6/10/88	6/17/88	9/6/88	
S14	Wall Sections	5/16/88	6/10/88	6/17/88	9/6/88	
S15	Shear Wall Details	5/16/88	6/10/88	6/17/88	9/6/88	
S16	Stair Sections & Details	5/16/88	6/10/88	6/17/88		
S17	Sections & Details	5/16/88	6/10/88	6/17/88	9/6/88	
S18	Sections & Details	5/16/88	6/10/88	6/17/88		
S19	Sections & Details	5/16/88	6/10/88	6/17/88		
S20	Sections & Details			6/17/88		
	MECHANICAL					
M1	Cover Sheet	5/16/88	6/10/88	6/17/88		
M2	Mechanical Risers	5/16/88	6/10/88	6/17/88		
M3	Condenser Water Risers & Details	5/16/88	6/10/88	6/17/88		
M4	Schematic Diagram	5/16/88	6/10/88	6/17/88		
	MECHANICAL/PLUMBING					
MP1	Lower Level 2 Plan	5/16/88	6/10/88	6/17/88		
MP2	Lower Level 1 Plan	5/16/88	6/10/88	6/17/88	9/6/88	
MP3	Lobby Floor Plan	5/16/88	6/10/88	6/17/88	9/6/88	
MP4	Lobby Floor Back Of House Plan	5/16/88	6/10/88	6/17/88		
MP5	Restaurant Floor Plan	5/16/88	6/10/88	6/17/88	9/6/88	
MP6	Typical Floor Plan (1-12)	5/16/88	6/10/88	6/17/88	9/6/88	
MP7	Thirteenth Floor Plan	5/16/88	6/10/88	6/17/88	9/6/88	
MP8	Penthouse Plan	5/16/88	6/10/88	6/17/88		
MP9	Penthouse Mezz. Plan	5/16/88	6/10/88	6/17/88		

LIST OF DRAWINGS		ISSUE FOR:	GMP	PERMIT	CONST.	ADD.#1	ADD.#2
PLUMBING							
P1	Plumbing Details		5/16/88	6/10/88	6/17/88		
P2	Water Risers		5/16/88	6/10/88	6/17/88		
P3	Water & Gas Risers		5/16/88	6/10/88	6/17/88		
P4	Sanitary Risers		5/16/88	6/10/88	6/17/88		
P5	Bakery Plumbing		5/16/88	6/10/88	6/17/88	9/6/88	
ELECTRICAL							
E1	Cover Sheet		5/16/88	6/10/88	6/17/88		9/6/88
E2	Site Plan		5/16/88	6/10/88	6/17/88		
E3	Lower Level 2-Lighting		5/16/88	6/10/88	6/17/88	9/6/88	
E4	Lower Level 2-Power		5/16/88	6/10/88	6/17/88	9/6/88	
E5	Lower Level 1-Lighting		5/16/88	6/10/88	6/17/88		
E6	Lower Level 1-Power		5/16/88	6/10/88	6/17/88	9/6/88	
E7	Lobby Floor Lighting		5/16/88	6/10/88	6/17/88	9/6/88	
E8	Lobby Floor Power		5/16/88	6/10/88	6/17/88	9/6/88	
E9	Lobby Floor Back Of House Plan		5/16/88	6/10/88	6/17/88	9/6/88	
E10	Restaurant Flooor Plan Lighting		5/16/88	6/10/88	"	6/17/88	
E11	Restaurant Floor Plan Power		5/16/88	6/10/88	6/17/88	9/6/88	
E12	Typical Floor Plan(1-12)		5/16/88	6/10/88	6/17/88		9/6/88
E13	Thirteenth Floor Plan		5/16/88	6/10/88	"	"	
E14	Penthouse Plan		5/16/88	6/10/88	6/17/88	9/6/88	
E15	Penthouse Mezz. Plan		5/16/88	6/10/88	6/17/88	9/6/88	
E16	Notes & Schedules		5/16/88	6/10/88	6/17/88	9/6/88	
E17	Riser Diagrams & Notes		5/16/88	6/10/88	6/17/88	9/6/88	
E18	Fire Alarm Riser Diagram			6/10/88	6/17/88		
WATER FEATURES							
WF1	Project Data and Details			"	6/17/88		
WF2	Layout Plan and Sections			"	6/17/88		
WF3	Piping Plan,Details and Deck Equip. List			"	6/17/88		
WF4	Mech. Rm. Plan/Equip. List/Schematics			"	6/17/88		
KITCHEN							
L1	Laundry Equip. Plan		"	"	"		
K1	Food Service Equip. Plan		"	"	"		
K1M	Food Service Equip.Mech. Spot Connection Plan		"	"	"		
K1E	Food Service Equip.Elec. Spot Connection Plan		"	"	"		
K1SC	Food Service Equip. Special Conditions Plan		"	"	"		
K2	Food Service Equip. Plan		"	"	"		
K2M	Food Serv. Equip. Mech. Connection Plan		"	"	"		
K2E	Food Serv. Equip. Elec. Spot Connection Plan		"	"	"		
K2SC	Food Serv. Equip. Special Conditions Plan		"	"	"		
K3	Food Serv. Equip. Elevations and Sections		"	"	"		
INTERIOR DESIGN							

LIST OF DRAWINGS		ISSUE FOR: GMP	PERMIT	CONST.	ADD.#1	ADD.#2
ID0.0	Title Sheet	5/15/88	6/20/88			
ID1.1	Lobby Floor Plan	5/15/88	6/20/88			
ID1.2	Lobby Floor Reflected Clg.	5/15/88	6/20/88			
ID1.3	Lobby Floor Elevations	5/15/88	6/20/88			
ID1.4	Lobby Floor Elevations	5/15/88	6/20/88			
ID1.5	Lobby Floor Details	5/15/88	6/20/88			
ID1.6	Marble Front Desk	5/15/88	6/20/88			
ID1.7	Lobby Floor Clg. Details	5/15/88	6/20/88			
ID1.8	Grand Stairway Details	5/15/88	6/20/88			
ID1.9	Details	5/15/88	6/20/88			
ID1.10	Bar Details	5/15/88	6/20/88			
ID2.1	Restaurant Floor Plan	5/15/88	6/20/88			
ID2.2	Restaurant Floor Reflected Clg. Plan	5/15/88	6/20/88			
ID2.3	Restaurant Floor Elevations	5/15/88	6/20/88			
ID2.4	Restaurant Floor Elevations	5/15/88	6/20/88			
ID2.5	Restaurant Floor Details	5/15/88	6/20/88			
ID2.6	Restaurant Floor Clg. Details	5/15/88	6/20/88			
ID2.7	Restaurant Floor Details	5/15/88	6/20/88			
ID2.8	Restaurant Floor Details		6/20/88			
ID3.1	Typical Guestroom Plan	5/15/88	6/20/88			
ID3.2	Typical Guestroom Clg. Plan	5/15/88	6/20/88			
ID3.3	Atypical Guestroom Plan	5/15/88	6/20/88			
ID3.4	Atypical Guestroom Clg. Plan	5/15/88	6/20/88			
ID3.5	Atypical Guestroom Plan	5/15/88	6/20/88			
ID3.6	Atypical Guestroom Clg. Plan	5/15/88	6/20/88			
ID3.7	Typical Corridor Elevations and Details	5/15/88	6/20/88			
ID3.8	Atypical Guestrooms Boardroom Details	5/15/88	6/20/88			
ID4.1	Penthouse Floor Plan Thirteenth Floor	5/15/88	6/20/88			
ID4.2	Penthouse Clg. Plan Thirteenth Floor	5/15/88	6/20/88			
ID4.3	Penthouse Elevations	5/15/88	6/20/88			
ID5.1	Mock-up Room Floor Plan and Clg. Plan	5/15/88	6/20/88			
ID5.2	Mock-up Room Elevations	5/15/88	6/20/88			
ID5.3	Mock-up Room Details	5/15/88	6/20/88			
ID6.1	Lower Level Pools/Offices Plan	5/15/88	6/20/88			
ID6.2	Lower Level Pools/Offices Clg. Plan	5/15/88	6/20/88			
ID6.3	Pools/Offices Elevations	5/15/88	6/20/88			
ID7.1	Elevator Cab	5/15/88	6/20/88			

LIST OF DRAWINGS		ISSUE FOR:	GMP	PERMIT	CONST.	ADD.#1	ADD.#2
F1.1	Lobby Floor Furniture Plan		5/15/88		6/20/88		
F2.1	Restaurant Floor Furniture Plan		5/15/88		6/20/88		
F3.1	Typical Guestrooms Furniture Plans		5/15/88		6/20/88		
F3.2	Atypical Guestrooms Furniture Plans		5/15/88		6/20/88		
F3.3	Atypical Guestrooms Furniture Plans		5/15/88		6/20/88		
F4.1	Penthouse Floor Plan Thirteenth Floor		5/15/88		6/20/88		
F6.1	Lower Level Pool/Offices Furniture Plan		5/15/88		6/20/88		
F6.2	Lobby Level B.O.H. Offices				6/20/88		
C1.0	Corridor Carpeting		5/15/88		6/20/88		
C1.1	Lobby Floor Carpeting		5/15/88		6/20/88		
C2.1	Restaurant Floor Carpeting		5/15/88		6/20/88		

Title changed 9/6/88*
Iss. w/ set-date entry error**
Issued by others***
No date****

EXHIBIT ~~B~~ B-1 (T. EXH. 6-TD)

List of Drawings		Latest Issue	
	Architectural		
G1.1	Title Sheet	10/5/88	
C1.1	Site Plan	10/5/88	
C1.2	Civil Drawings and Details	10/5/88	
A1.1	Basement Plan	10/5/88	
A1.2	Mezzanine Plan	10/5/88	
A1.3	First Floor Plan	10/5/88	
A1.4	Second Floor Plan	6/3/88	
A1.5	Third Floor Plan	6/3/88	
A1.6	Typical Floor Plan - Floors 4,6,8,10,12	6/3/88	
A1.7	Typical Floor Plan - Floors 5,7,9,11	6/3/88	
A1.8	Thirteenth Floor Plan, Penthouse Plan	6/3/88	
A1.9	Roof Plan	6/3/88	
A2.1	East Elevation, West Elevation	6/3/88	
A2.2	North Elevation	6/3/88	
A3.1	Building Sections	10/5/88	
A4.1	Wall Sections	6/3/88	
A4.2	Wall Sections	6/3/88	
A4.3	Wall Sections	6/3/88	
A4.4	Wall Sections	6/3/88	
A5.1	Stair Sections and Details	10/5/88	
A5.2	Stair Sections	10/5/88	
A5.3	Escalator and Elevator Sections	10/5/88	
A6.1	Door & Storefront Schedules	10/5/88	
	Structural		
S-1	Foundation Plan	6/3/88	15
S-2	Foundation Details and Sections	6/3/88	
S-3	Mezzanine Framing Plan	6/3/88	
S-4	First Floor Framing Plan	6/3/88	16
S-5	Second Floor Framing Plan	6/3/88	
S-6	Third Floor Framing Plan	6/3/88	1
S-7	Typical Floor Framing Plan	6/3/88	
S-8	Thirteenth Floor & Penthouse Framing Plans	6/3/88	
S-9	Sections and Details	6/3/88	1
	MEP Drawings		
MP-1	Cover Sheet	10/5/88	
MP-2	Basement Level Plan	10/5/88	
MP-3	Mezzanine Level Plan	10/5/88	
MP-4	First Floor Plan	10/5/88	
MP-5	Second Floor Plan	10/5/88	
MP-6	Typical Floor Plan	10/5/88	
MP-7	Thirteenth Floor Plan	10/5/88	

List of Drawings

E-1	Symbols , Notes, Schedules	10/5/88
E-2	Basement	10/5/88
E-3	Mezzanine, First Floor Plan	10/5/88
E-4	Second Floor Plan	10/5/88
E-5	Third Floor Plan	6/3/88
E-6	Typical Floor Plan, 4-12	6/3/88
E-7	Thirteenth Floor Plan	6/3/88
	Theater Drawings	
T-1	Basement and Mezzanine Floor Plans	7/29/88
T-2	Partial Plans and Details	10/5/88
T-3	Theater Sections	10/5/88
T-4	Theater Sections	10/5/88
T-5	Stair Escalator and Elevator Details	10/5/88
T-6	Door, Partition & Storefront Schedules & Details	7/29/88
TMP-1	Cover Sheet & Part Plans	7/29/88
TMP-2	Basement & Mezzanine Plans	7/29/88
TMP-3	Sections	7/29/88
TMP-4	Sections	7/29/88
TE-1	Symbols, Notes, Part Plans, Schedules & Power Riser	7/29/88
TE-2	Basement & Mezzanine Floor Plans - Lighting and Power	7/29/88

AMENDMENT TO GARAGE LEASE

THIS AMENDMENT TO GARAGE LEASE is made as of this 1st day of OCTOBER, 1995 by and between BOURSE GARAGE ASSOCIATES, a Pennsylvania limited partnership with an office at the Rittenhouse Claridge, Suite 300, 18th and Walnut Streets, Philadelphia 19103 ("Landlord") and INDEPENDENCE SQUARE HOTEL PARTNERS, a Pennsylvania limited partnership with an office at c/o Valley Forge Investment Corporation, 120 South Warner Road, P.O. Box 837, Valley Forge, Pennsylvania 19482 ("Tenant").

Background

Landlord and Tenant's predecessor in interest I.M.H. Partners, L.P., a Delaware limited partner ("IMH") entered into an amended and restated lease dated October 24, 1988 (the "Garage Lease") pursuant to the terms of which Landlord agreed to lease to Tenant and Tenant agreed to rent from Landlord certain parking areas in certain real property and improvements located at 4th and Ranstead Streets, Philadelphia, Pennsylvania, and known as the Bourse Garage, all as more particularly described in the Garage Lease (the "Leased Premises"). Landlord and Tenant desire to amend the Garage Lease in certain respects in resolution of all prior disputes between the parties respecting the interpretation of the terms and conditions of the Garage Lease, all pursuant to the terms of this Amendment. All capitalized terms not expressly defined herein shall have the definitions ascribed to such terms as set forth in the Garage Lease.

Agreement

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

1. Settlement of Prior Lease Disputes. In final and complete settlement of all disputes between Landlord and Tenant arising out of the Garage Lease, the interpretation thereof, the performance thereunder by Landlord and/or Tenant, and the like, including, without limitation, any claims for back rents due thereunder from Tenant to Landlord, and any claims of credits due thereunder from Landlord to Tenant, and in consideration of the terms of this Amendment to Garage Lease, Tenant agrees to pay to Landlord on the date hereof the sum of $95,000. Landlord and Tenant release each other from all claims, suits and liabilities as aforesaid under the Garage Lease from the inception of the term of the Garage Lease through and including the date hereof, but neither of the parties shall be released from the prospective performance of its obligations under the Garage Lease in

accordance with its terms, as amended hereby, from and after the October 1, 1995, the effective date hereof.

2. Definition of Hotel Parking Area. The definition of Hotel Parking Area is hereby amended to refer to Tenant's exclusive use of a minimum of 20 spaces and a maximum of all spaces located on Level A and Level C-South of the Garage (such two levels currently contain 42 spaces) during the time(s) Tenant utilizes any such designated spaces pursuant to this Amendment to Garage Lease. The actual location of the spaces on such levels shall be specifically delineated by Tenant from time to time (as more fully described herein) and subject to Landlord's reasonable approval. If, in the course of utilizing its allotment of Monthly Contract Spaces and Monthly Weekend Contract Spaces (as described below in Section 3.02 (b) and (c)), all available spaces in the Hotel Parking Area are being utilized by Tenant (with one vehicle per parking space), but because the permitted allotment of spaces selected by Tenant in a given month exceed the capacity on Level A and Level C-South (as described below in Section 3.02 (b) and (c)), additional spaces are required, Tenant may park cars in any available spaces in the Garage up to its permitted space allotment, and in such event, the Hotel Parking Area shall be deemed to include such other available spaces (as necessary).

3. Section 2.01(a). Section 2.01(a) is amended to acknowledge that the Hotel Parking Area is part of the Garage and that all references in Section 2.01(a) to the Garage Land is hereby stricken as moot.

4. Section 2.01(b). Section 2.01(b) is stricken in its entirety.

5. Sections 2.02(a) and (b). Sections 2.02(a) and (b) are stricken as moot in light of the completion of the construction of the Garage.

6. Section 3.02. Effective October 1, 1995 and continuing through the end of the term (unless sooner terminated pursuant to the termination rights set forth in the Lease), which the parties confirm to be 11:59 p.m. on December 31, 2029, Section 3.02 is deleted in its entirety and in its stead, the following is inserted:

"(a) Monthly Contract Rent; Exclusive Use. Tenant agrees to pay Landlord monthly contract rent ("Monthly Contract Rent") on the first day of each month, commencing with October 1, 1995 and continuing through the remainder of the term of this Lease. The Monthly Contract Rent shall be payable at the rate of (i) $150 per month per rented space for Monthly Contract Spaces

(as hereinafter defined) and (ii) $65 per month per rented space for Monthly Weekend Contract Spaces (as hereinafter defined), which Monthly Contract Rent shall be inclusive of all applicable taxes, charges and fees due and owing by Landlord or Tenant to any governmental authority, including, without limitation, the Philadelphia Business, Use and Occupancy tax. Tenant shall notify Landlord in writing of the number and location of the Monthly Contract Spaces and Monthly Weekend Contract Spaces within the Hotel Parking Area. Tenant shall have the exclusive use of the Monthly Contract Spaces on a "24-hour" basis and Monthly Weekend Contract Spaces (during the hours of Friday, 4:00 p.m. through the following Monday at 10:00 a.m.) designated on the copy of the plan attached hereto in each month of the Lease term, irrespective of the number of cars utilizing such spaces or the number of entries and exits. Landlord shall issue to Tenant monthly, electronic entry and exit cards corresponding to the amount of designated Monthly Contract Spaces and Monthly Weekend Contract Spaces. Subject to the approval of Landlord, which approval will not be unreasonably withheld, Tenant may physically designate the Monthly Contract Spaces and Monthly Weekend Contract Spaces by painting such spaces with a color and language indicating that they are reserved for the use of the Omni Hotel. Tenant may also install signage within the Hotel Parking Area at Tenant's expense. Tenant's valets shall have possession of the exit and entry cards. If in any given month, Tenant has reduced the amount of Monthly Contract Spaces in accordance with subparagraph (b) below, Tenant shall return a corresponding number of exit and entry cards to Landlord upon the expiration of such month. If entry/exit cards are lost by Tenant, Tenant shall pay $25 (as may be reasonably increased from time to time) to replace said card. If in any given month, Tenant has increased the amount of Monthly Contract Spaces in accordance with subparagraph (b) below, Landlord shall issue a corresponding number of exit and entry cards to Tenant prior to the start of such month. Notwithstanding Tenant's right of exclusive use of the Hotel Parking Area, Landlord shall have no responsibility to Tenant to police the Hotel Parking Area to insure that third party parking patrons are not utilizing the Hotel Parking Area. It shall be Tenant's sole responsibility to police such areas and, in the event any such third party patrons are discovered parking (or otherwise obstructing space(s)) in the Hotel Parking Area, Tenant shall not be entitled to any setoff or discount against rent or any other payments from Landlord to Tenant on account of such occupancy. Tenant further agrees not to remove by towing (or otherwise) such third party cars from the Hotel Parking Area. Landlord agrees that in the event that a third-party patron is occupying any Monthly Contract Spaces or Monthly Weekend Contract Spaces in the Hotel Parking Area, Tenant, as its sole remedy respecting Landlord's obligations hereunder (other than Tenant's implementing the prevention

program described below) for such third party patron's occupancy, may use any other available space in the Garage to make up for the loss of use of such space. Landlord agrees to cooperate with Tenant in devising a program to prevent such encroachments on the Hotel Parking Area by third party parking patrons; however, Landlord shall not share in any cost or expense of any such program, nor shall Landlord assist Tenant in the implementation of any such program.

(b) Monthly Contract Spaces. Initially there shall be twenty-five (25) parking spaces within the Hotel Parking Area designated as Monthly Contract Spaces located on the attached plan. Tenant may adjust the amount of Monthly Contract Spaces by notifying Landlord in writing, at least thirty-five (35) days in advance of the applicable calendar month in which a change in the number of Monthly Contract Spaces is desired by Tenant, of the actual number of Monthly Contract Spaces desired by Tenant for the applicable month. Notwithstanding the foregoing, the number of Monthly Contract Spaces may not be less than twenty (20) nor more than thirty (30) unless necessary for zoning compliance. If necessary for purposes of zoning compliance, upon Landlord's receipt of evidence of a zoning violation in the form of a zoning violation notice or other written complaints from municipal authorities, which violation specifically relates to the number of spaces within the Hotel Parking Area, Tenant may designate up to an additional eleven spaces as Monthly Contract Spaces ("Additional Spaces"), but, to the extent such Additional Spaces are utilized by Tenant, the maximum number of Monthly Weekend Contract Spaces shall be reduced by an equivalent number of Monthly Weekend Contract Spaces. The number of spaces designated by Tenant in any given month, subject to the foregoing parameters, shall be hereinafter referred to as the "Monthly Contract Spaces." Any Monthly Contract Spaces which utilize the parking space on a "24 hour basis" which are necessary to be utilized due to a zoning requirement shall be paid at the average monthly rate described in subparagraph (d) below, rather than at the Monthly Contract Rent rate (unless Tenant agrees to utilize the spaces on an other than "24 hour basis").

(c) Monthly Weekend Contract Spaces. Monthly Weekend Contract Spaces shall be available to Tenant for use from 4:00 p.m. Friday through 10:00 a.m. Monday each week. Initially there shall be seventeen (17) parking spaces within the Hotel Parking Area designated as Monthly Weekend Contract Spaces located on the plan attached hereto. Tenant may adjust the amount of Monthly Weekend Contract Spaces by notifying Landlord in writing, at least thirty-five (35) days in advance of the applicable calendar month in which a change in the number of Monthly Weekend Contract Spaces is desired by Tenant, of the actual number of Monthly Weekend Contract Spaces desired by

Tenant for the applicable month. Notwithstanding the foregoing, the number of Monthly Weekend Contract Spaces may not be less than seven (7) nor more than twenty-seven (27) as may be reduced by the zoning compliance requirements described above on a space-per-space basis. The number of spaces designated by Tenant in any given month, subject to the foregoing parameters, and subject to reduction if Additional Spaces are designated by Tenant pursuant to subparagraph (b) above, shall be hereinafter referred to as the "Monthly Weekend Contract Spaces."

(d) Increases in Monthly Contract Rent. Monthly Contract Rent for Monthly Contract Spaces shall increase annually on October 1, 1996 and each anniversary thereof through and including September 30, 2000 (provided that Tenant has not exercised an earlier right to terminate the Garage Lease) in an amount equal to the lesser of (i) $4 per designated space per month or (ii) the average monthly rate that Landlord is charging its existing "24-hour" basis monthly parking patrons other than Tenant during the month of September of such year in question. Tenant shall have the right to require Landlord to verify in writing the calculation of the average monthly rate. Tenant acknowledges that, in addition to Tenant's monthly rent rates, courtesy rent rates (free or reduced to Bourse Garage's staff or affiliates' staff and/or family members of the principals of Bourse Garage and/or its affiliates) shall not be counted in determining the average monthly rate, as described herein. Notwithstanding the foregoing, the Monthly Contract Rent shall in no event be less than the initial rates set forth in subparagraph (a) above. Commencing with October 1, 2000, (provided that Tenant has not exercised its termination rights under the Garage Lease), the Monthly Parking Rent shall be adjusted annually on each October 1 (each such date, an "Adjustment Date") to a parking rate equal to the lesser of (i) the Index on Adjustment Date divided by the Index on the preceding Lease Year Adjustment Date multiplied by the Monthly Contract Rent in effect in the prior Lease Year or (ii) the average monthly parking rate as aforesaid, provided that in no event shall the Monthly Contract Rent decrease below $150 per month per space. By way of example, if the Index in effect on October 1, 1999 were 125 and the index in effect on October 1, 2000 were 130, and if the Monthly Contract Rent for a Monthly Contract Space on October 1, 1999 was $175, the said Monthly Contract Rent would increase on October 1, 2000 by 4% of $175 or $7 per space per month to $182. As used herein, "Index" means the Revised Consumer Price Index-Cities, All-Item Figures for All Urban Consumers (1982 - 1984 = 100) relating to Philadelphia, Pennsylvania, issued by the Bureau of Labor Statistics of the United States, Department of Labor. Should the publication of the Index be terminated, then a mutually agreeable price index or method of adjusting the Monthly Parking Rent shall be used. Failing such agreement, the parties

shall resort to arbitration in accordance with Section 13.09 of the Garage Lease. The increase in Monthly Contract Rent for Monthly Weekend Contract Spaces shall be 65/150 of the increase in Monthly Contract Rent for Monthly Contract Spaces and shall increase at the same time intervals as the Monthly Contract Rent and shall in no event be less than $65 per month per space. Notwithstanding its meaning elsewhere in the Garage Lease, the term "Lease Year" for purposes of this paragraph only shall refer to the period between October 1 and September 30 of the remaining term of the Garage Lease.

(e) Excess Usage Rent. If at any given time that Tenant is occupying all designated ^Monthly Contract Spaces and Monthly Weekend Contract Spaces as set forth above, Tenant should desire to park additional cars in the Garage, Tenant shall instruct its valets to park in the Garage in any available space and to take an entry ticket. Upon retrieval of the car, the valet will present to the cashier the entry ticket marked by Tenant with evidence that the user is an Omni Hotel patron. With the ticket so marked exit will be permitted without cash payment at that time. On a monthly basis, Landlord will bill Tenant for such excess usage at a rate equal to the then prevailing discount rate charged by Landlord to the movie theater patrons utilizing the Garage, being not less than a 20% discount off the Landlord's standard daily parking charges.

7. Section 4.04. Section 4.04 is amended to expressly prohibit Tenant from erecting a booth within the Hotel Parking Area and to expressly permit Tenant, in addition to its other rights under this paragraph, but subject to the approval of Landlord, which approval will not be unreasonably withheld, to construct or utilize reasonable barriers, chains or other delineations of the Hotel Parking Area as being for the exclusive use of Tenant and not for the use of general patrons of the Garage. Tenant hereby indemnifies, defends and holds Landlord harmless for (i) all claims, loss and/or damage arising out of the above activities to third parties and (ii) any damage to the Garage arising out of the above activities, notwithstanding the waiver of subrogation provisions otherwise contained in the Lease. In the event that Tenant erects barriers or the like as aforesaid, then, following expiration or sooner termination of the Garage Lease, Tenant shall restore the Hotel Parking Area to its condition as it existed on October 1, 1995. Any penetrations of structure required pursuant to the aforesaid activities shall require the services of a Pennsylvania-licensed engineer to be employed by Tenant. Tenant acknowledges that garage is a post-tension structure with cables running through each deck thereof.

8. Section 4.06. A new Section 4.06 is added as follows:

"4.06 Security. Tenant shall have the right to require security coverage for the Hotel Parking Area and the right to designate the hours of security coverage. In the event that such security coverage is required by Tenant, Landlord may use, at its option, Bourse Security personnel or a third party professional security service reasonably approved by Tenant. In either case, Landlord and Tenant shall equally share the cost of providing such security service, subject to the following. If Bourse Security is utilized by Landlord, the rate charged by Landlord for such services shall not exceed the rate normally charged by Bourse Security for security services. If a third party security service is used, Landlord's cost contribution obligation under this paragraph shall be limited to one-half of the charge which would have been applicable had Bourse Security been the security service provider. Initially, the option to select Bourse Security or an outside security service shall be Landlord's; however, in the event that in any given Lease Year there are three or more acts (the term act, for purposes of this paragraph, is defined as any occurrences on a separate calendar day versus the occurrence of several events, all of which could occur on the same date) of theft or vandalism reported to cars in the Hotel Parking Area during periods when Bourse Security is in place within the Hotel Parking Area, Tenant shall have the right to designate a third party security service in lieu of Bourse Security. The security provider shall be uniformed at all times and shall patrol such areas and provide such physical presence solely within the Hotel Parking Area as is approved by Tenant's management personnel at the beginning of each applicable security shift. Notwithstanding anything to the contrary contained herein, Landlord and Tenant agree that Landlord's contribution to the cost of security services under this paragraph shall be its only liability for theft or vandalism to Tenant's Invitees. Tenant agrees that it still shall not be entitled to any setoff, abatement or discount against rents due hereunder on account of any claims paid to its Invitees on account of theft or vandalism or on account of any other loss or damage that Tenant may suffer as a result of theft or vandalism, it being acknowledged and agreed that, as between Landlord and Tenant, Landlord shall bear no legal responsibility for any such theft or vandalism to Tenant or Tenant's Invitees.

9. Section 11.01. Notices to Tenant shall be amended to be sent to the address for Tenant set forth in the caption to this Amendment to Garage Lease, with a copy to Kevin J. Silverang, Esq., Kaufman, Coren, Ress, Weidman & Silverang, 1525 Locust Street, Philadelphia, Pennsylvania 19102.

10. Miscellaneous. All other provisions of the Garage Lease shall remain in full force and effect and enforceable in accordance with its terms. All other references to Garage Land

in the Garage Lease shall be construed as moot in light of the completion of construction of the Garage.

11. Successors and Assigns. Independence Square Hotel Partners, as Tenant, hereby expressly assumes the Garage Lease as amended hereby and ratifies the same. Landlord expressly acknowledges a privity relationship with Tenant and also expressly ratifies the Garage Lease as amended hereby. This Amendment shall inure to the benefit of all successors and assigns of Landlord and Tenant.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized officers, have executed this Amendment as of the day and year first above written.

BOURSE GARAGE ASSOCIATES
By Bourse Garage, Inc.

By: _____
Kenneth S. Kaiserman, President

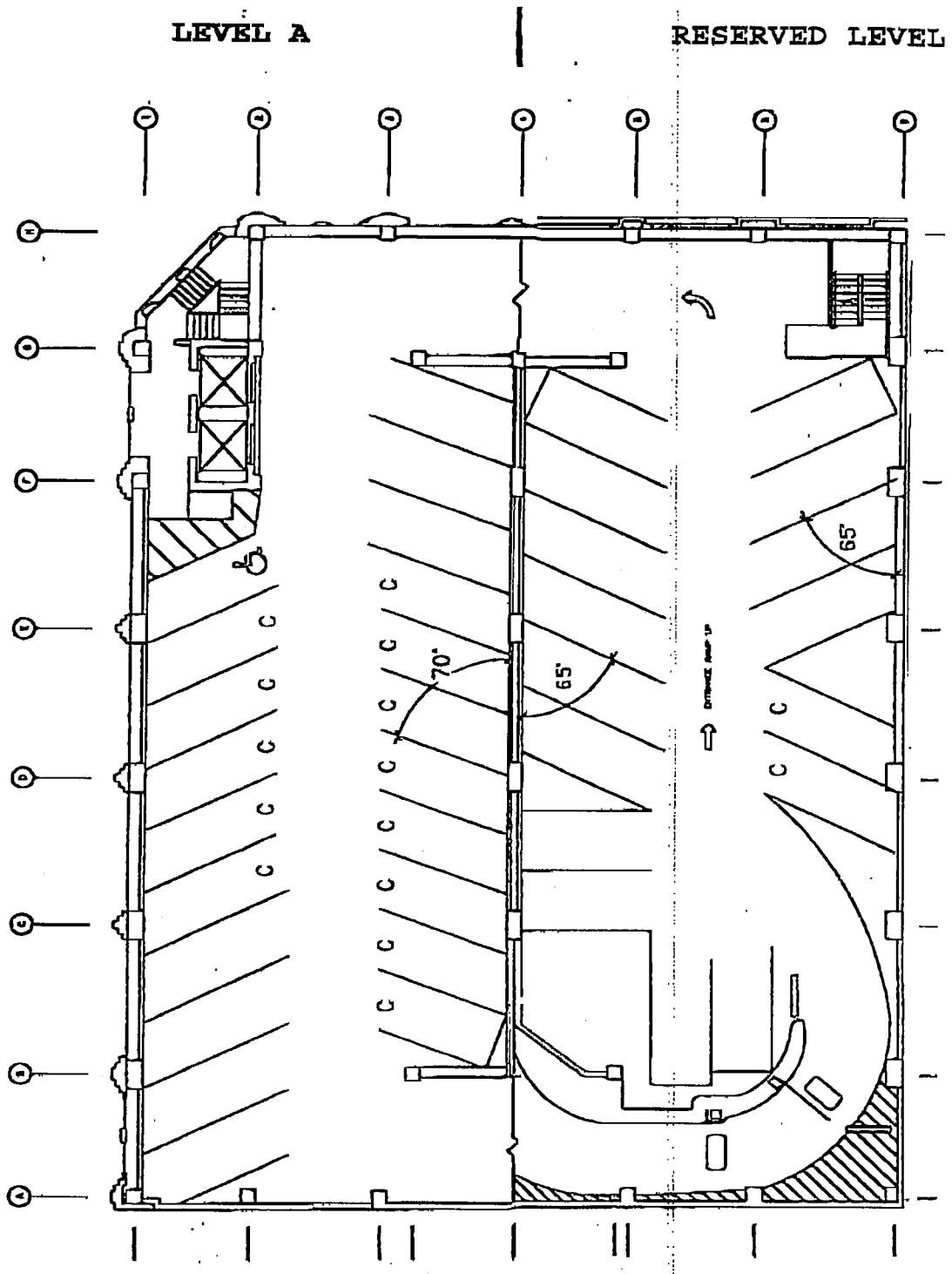
INDEPENDENCE SQUARE HOTEL PARTNERS
By Independence Square Hotel Corp.

By: _____
Brian G. McElwee, President

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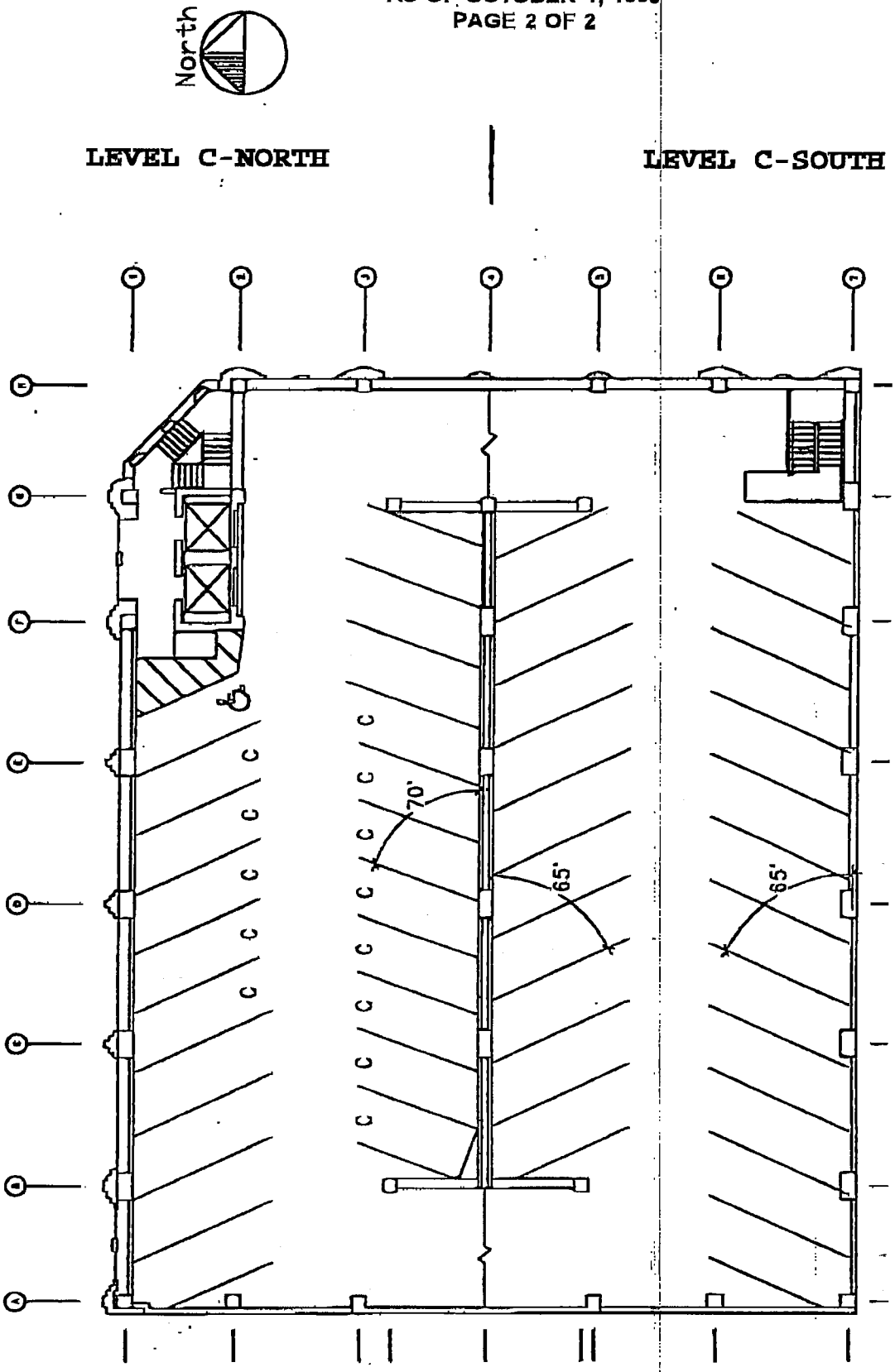
THIS PLAN SHALL NOT BE DEEMED TO BE A WARRANTY OR REPRESENTATION AS TO THE FINAL ARRANGEMENT, LOCATION, DIMENSION OR TENANCY OF ANY BUILDING, STRIPING OR IMPROVEMENT.

ATTACHMENT TO AMENDMENT
TO GARAGE LEASE DATED
AS OF OCTOBER 1, 1995
PAGE 1 OF 2



THIS PLAN SHALL NOT BE DEEMED TO BE A WARRANTY OR REPRESENTATION AS TO THE FINAL ARRANGEMENT, LOCATION, DIMENSION OR TENANCY OF ANY BUILDING, STRIPING OR IMPROVEMENT.

ATTACHMENT TO AMENDMENT
TO GARAGE LEASE DATED
AS OF OCTOBER 1, 1995
PAGE 2 OF 2



SECOND AMENDMENT
TO
GARAGE LEASE

This Second Amendment to Garage Lease (this "Amendment") is made this 5th day of May 2017, by and between BOURSE GARAGE ASSOCIATES ("Landlord") and INDEPENDENCE SQUARE HOTEL PARTNERS, L.P. ("Tenant").

BACKGROUND

A. Landlord and Tenant's predecessor in title entered into an Amended and Restated Lease dated October 24, 1998 (the "Original Lease"), pursuant to the terms of which Landlord agreed to lease to Tenant, and Tenant agreed to rent from Landlord, certain parking areas and spaces in the "Bourse Garage" located at 400 Ranstead Street, Philadelphia, PA.

B. By Amendment dated October 1, 1995 (the "First Amendment"), Landlord and Tenant amended the Original Lease to modify and clarify certain of its terms and provisions (the Original Lease, as amended by the First Amendment, the "Garage Lease"). All capitalized terms used in this Amendment and not otherwise defined shall have the meanings given to them in the Garage Lease.

C. The parties desire to amend the Garage Lease as more fully set forth in this Amendment.

NOW THEREFORE, Landlord and Tenant, intending to be bound by the terms and conditions of this Amendment, agree as follows:

1. Hotel Parking Area. The definition of "Hotel Parking Area" is hereby amended to refer to Tenant's exclusive use of 24 parking spaces in the Garage, located on the fifth floor of the Garage, also designated as Floor E, which shall constitute Monthly Contract Spaces and Monthly Weekend Contract Spaces. Tenant may physically designate the spaces in the Hotel Parking Area to indicate that they are reserved for the use of the Hotel. The color, design and language of such physical designation shall be subject to the approval of Landlord, which shall not be unreasonably withheld. At Tenant's request, Landlord shall designate Tenant's other allotted spaces in any month as "Reserved" with signage or other designation. If, in the course of utilizing its allotment of Monthly Contract Spaces and Monthly Weekend Contract Spaces, all spaces in the Hotel Parking Area are being utilized by Tenant (with one vehicle per parking space), Tenant requires additional spaces, Tenant may park cars in any available spaces in the Garage.

2. Term. Section 3.01(a) of the Garage Lease is amended by adding the following provision:

> "(i) Renewals. Tenant shall have the right, at its option, to extend this Lease for four (4) renewal terms (each, a "Renewal Term") of five (5) years by giving Landlord notice of its interest in renewing at any time but not less than six (6) months prior to the expiration date of the initial term or the then current Renewal Term, as the case may be (time being of the essence).
>
> (ii) Renewal Term Rent. The Monthly Contract Rent (as defined below) for each month during the Renewal Term shall be equal, for each space, to the monthly rate then in effect at the Garage for the general public.

(iii) Conditions. The right provided to Tenant to extend the Garage Lease is conditioned in all respects upon there being no Event of Default existing both at the time the notice of exercise is given and immediately prior to commencement of the Renewal Term.

3. Monthly Contract Spaces and Monthly Weekend Contract Spaces; Rent. Section 3.02 of the Garage Lease is amended and restated in its entirety, as set forth in Sections 4 through 8 of this Amendment.

4. Spaces.

(a) Tenant shall have the use of spaces in the Hotel Parking Area every weekday on a "24-hour" basis (such spaces, the "Monthly Contract Spaces"), and the use of spaces in the Hotel Parking Area during the hours of Friday at 4:00 p.m. through the following Monday at 10:00 a.m. (such spaces, the "Monthly Weekend Contract Spaces"). The minimum number of Monthly Contract Spaces and of Monthly Weekend Contract Spaces shall be an aggregate of 24 (the "Committed Number").

(b) Notwithstanding Tenant's right of exclusive use of the Hotel Parking Area, Landlord shall have no responsibility to Tenant to police the Hotel Parking Area to insure that third party parking patrons are not utilizing the Hotel Parking Area. It shall be Tenant 's sole responsibility to police such areas and, in the event any such third party patrons are discovered parking (or otherwise obstructing space (s)) in the Hotel Parking Area, Tenant shall not be entitled to any setoff or discount against rent or any other payments from Landlord to Tenant on account of such occupancy. Tenant further agrees not to remove by towing (or otherwise) such third party cars from the Hotel Parking Area. Landlord agrees that in the event that a third-party patron is occupying any Monthly Contract Spaces or Monthly Weekend Contract Spaces in the Hotel Parking Area, Tenant, as its sole remedy respecting Landlord's obligations for such third party patron's occupancy, may use any other available space in the Garage to make up for the loss of use of such space.

(c) Tenant may reserve additional spaces ("Reserved Spaces") by notifying Landlord in writing, at least thirty-five (35) days in advance of the applicable calendar month in which a change in the number of Monthly Contract Spaces or Monthly Weekend Contract Spaces is desired by Tenant, of the actual number of Monthly Contract Spaces or Monthly Weekend Contract Spaces desired by Tenant, and until Tenant notifies Landlord of a reduction (or until Landlord notifies Tenant of a reduction as set forth below), Tenant shall be obliged to pay monthly rent for each such Reserved Space. The rent for up to ten (10) Reserved Spaces shall be payable at the Monthly Contract Rate (for Monthly Contract Spaces or Monthly Weekend Contract Spaces, as applicable), and the rent for any Reserved Spaces in excess of ten (10) shall be payable at the rates posted from time to time at the Garage as the rates payable by the general public (the "Posted Rates") for the applicable contract (i.e., monthly or weekend).

(d) If Tenant has increased the number of Monthly Contract Spaces or the number of Monthly Weekend Contract Spaces over the Committed Number, Landlord may reduce the number of spaces available to Tenant as Monthly Contract Spaces or Monthly Weekend Contract Spaces, as applicable (but not to a number below the applicable Committed Number), by giving Tenant notice of such reduction at least thirty (30) days in advance of the calendar month in which the reduction shall take effect.

5. Access Devices. Landlord shall provide to Tenant, for use by Tenant's valets, one (1) device allowing ingress to and egress from the Garage (each, an "Access Device") for each Monthly Contract Space and each Monthly Weekend Contract Space. Landlord shall also provide Tenant an Access Device for each Reserved Space, which Tenant shall return upon a reduction in the number of Reserved Spaces. Notwithstanding the characterization of Access Devices in the Garage Lease as "electronic entry and exit cards", the type of Access Device shall be determined by Landlord, and may be changed to another type from time to time. If an Access Devices is lost by Tenant, Tenant shall pay $25 (as may be reasonably increased from time to time) to replace said Access Device.

6. Monthly Contract Rent. Tenant agrees to pay Landlord monthly rent ("Monthly Contract Rent") at the current rate (as increased pursuant to the terms of Section 7) on the first day of each month through the remainder of the initial term of this Lease for each of the Committed Number of Monthly Contract Spaces and of Monthly Weekend Contract Spaces and for up to ten (10) Reserved Spaces. The Monthly Contract Rent shall be inclusive of all applicable taxes, charges and fees due and owing by Landlord or Tenant to any governmental authority, including, without limitation, the Philadelphia Business, Use and Occupancy tax. As of the date of this Amendment, the Monthly Contract Rate for Monthly Contract Spaces is $355.00, and the Monthly Contract Rate for Monthly Weekend Contract Spaces is $229.18.

7. Increases in Monthly Contract Rent. Monthly Contract Rent shall increase annually on each October 1 (each such date, an "Adjustment Date") to a parking rate equal to the lesser of (i) the Index on Adjustment Date divided by the Index on the preceding Lease Year Adjustment Date multiplied by the Monthly Contract Rent in effect in the prior Lease Year or (ii) the average monthly rate, provided that in no event shall the Monthly Contract Rent decrease below the then current Monthly Contract Rent. The "average monthly rate" shall mean the rate that Landlord is charging its existing "24-hour" basis monthly parking patrons other than Tenant during the month of September of such year in question. Tenant shall have the right to require Landlord to verify in writing the calculation of the average monthly rate. Tenant acknowledges that, in addition to Tenant's monthly rent rates, courtesy rent rates (free or reduced to Bourse Garage's staff or affiliates 'staff and/or family members of the principals of Bourse Garage and/or its affiliates) shall not be counted in determining the average monthly rate, as described herein. As used herein, "Index" means the Revised Consumer Price Index-cities, All-Item Figures for All Urban Consumers (1982 - 1984 = 100) relating to Philadelphia, Pennsylvania, issued by the Bureau of Labor Statistics of the United States, Department of Labor. Should the publication of the Index be terminated, then a mutually agreeable price index or method of adjusting the Monthly Parking Rent shall be used. Failing such agreement, the parties shall resort to arbitration in accordance with Section 13.09 of the Garage Lease. The increase in Monthly Contract Rent for Monthly Weekend Contract Spaces shall be 65/150 of the increase in Monthly Contract Rent for Monthly Contract Spaces and shall increase at the same time intervals as the Monthly Contract Rent. Notwithstanding its meaning elsewhere in the Garage Lease, the term "Lease Year" for purposes of this paragraph only shall refer to the period between October 1 and September 30 of the remaining term of the Garage Lease.

8. Unreserved Parking. Tenant may utilize additional spaces (over and above the Committed Number and the Reserved Spaces) so long as spaces in the Garage are available. With respect to any spaces utilized by Tenant in excess of the number of spaces by which Tenant has been issued an Access Device, Tenant shall instruct its valets to park in any available space and to take an entry ticket. Upon retrieval of the car, the valet will present to the cashier the entry ticket marked by Tenant with evidence that the user is a Hotel patron. With the ticket so marked, exit will be permitted without cash payment at that time. On a monthly basis, Landlord will bill Tenant for such excess usage. During the initial term, Landlord will bill Tenant for such excess usage at a discounted rate, being not less than a 20% discount off the Landlord's standard daily parking charges.

9. Security. Section 4.06 of the Garage Lease is deleted in its entirety.

10. Notices. Section 11.01 of the Garage Lease is deleted in its entirety and the following is substituted:

"(a) All notices and other communications to be given in connection with this Garage Lease (other than notices reserving additional Access Devices, which shall be given as set forth below) shall be in writing and shall be served on the parties at the addresses set forth below. Any such notices shall, unless otherwise provided herein, be given or served (i) by overnight delivery using a nationally recognized overnight courier, or (ii) by personal delivery. Notices will be effective upon receipt, if hand delivered, or one business day after acceptance by Federal Express, or other comparable commercial overnight delivery service, for delivery the next business day. Receipt made after 5:00 p.m. on any business day shall be deemed received the follow business day. A "business day" shall mean any day that is not a Saturday, Sunday, or other day on which commercial banking institutions in Philadelphia, Pennsylvania are authorized or required by law or other governmental action to remain closed for business. A party's address may be changed by written notice to the other party; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice. Copies of notices to attorneys are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice. Notices given by counsel to Landlord shall be deemed given by Landlord and notices given by counsel to Tenant shall be deemed given by Tenant.

If to Landlord:

c/o Walton Street Capital, L.L.C.
900 North Michigan Avenue
Suite 1900Chicago, Illinois 60611
Attention: Mr. James Holmes, Mr. Joshua Troxel,
Angela Lang, Esq.

and

c/o MidAtlantic Realty Partners, LLC
3050 K Street NW
Suite 125
Washington, DC 20007
Attention: Jackson Prentice

With a copy to:
Greenberg Traurig, LLP
77 West Wacker, Suite 3100
Chicago, Illinois 60601
Attention: Michael J. Baum, Esq.

If to Tenant:

c/o The Buccini/Pollin Group, Inc.
2020 K Street NW
Suite 600
Washington, DC 20006
Attention: David B. Pollin

and

PM Hotel Group
2020 K Street NW
Suite 600
Washington, DC 20006
Attention: Joseph Bojanowski

(b) Notices given by Tenant to reserve additional Access Devices under Section 3 above shall be in writing and shall be delivered email to the Garage operator (currently Standard Parking Corporation) with a copy to Landlord or Landlord's property manager. Landlord shall be responsible for providing the names and email addresses of the appropriate parties."

11. Effect. All other provisions of the Garage Lease remain in full force and effect.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first above written.

BOURSE GARAGE ASSOCIATES,
a Pennsylvania limited partnership

By: W-MRP Independence GP, L.L.C.,
a Delaware limited liability company,
its General Partner

By: W-MRP Member B VII, L.L.C.,
a Delaware limited liability company,
its Managing Member

By: W-MRP Holdings JV VII, L.LC.,
a Delaware limited liability company,
its Sole Member

By: W Independence Investors VII, L.L.C.,
a Delaware limited liability company,
its Member

By: Walton Acquisition REOC Holdings VII, L.L.C.,
a Delaware limited liability company,
its Sole Member

By: Walton Street Real Estate Fund VII-Q, L.P.,
a Delaware limited partnership,
its Managing Member

By: Walton Street Managers VII, L.P.,
a Delaware limited partnership,
its General Partner

By: WSC Managers VII, Inc.,
a Delaware corporation,
its General Partner

By: _____
Name: James J. Holmes
Title: Vice President

INDEPENDENCE SQUARE HOTEL PARTNERS L.P.

By:_____
Name: David B. Pollin
Title: Authorized Representative

PARKING LICENSE AGREEMENT

This Parking License Agreement (the "**Agreement**") is made and entered as of May 17, 2023, between **BOURSE GARAGE ASSOCIATES**, a Pennsylvania limited partnership ("**Licensor**"), and **LION RE:SOURCES, INC.**, a New York corporation ("**Licensee**").

WHEREAS, Licensor owns a parking structure located on the Parking Parcel (as hereinafter defined), at 400 Ranstead Street, Philadelphia, Pennsylvania (the "**Parking Structure**"), and Licensee desires to receive a license to park motor vehicles in the Parking Structure, and Licensor desires to grant said license, on the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the premises and other good and valid consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Definitions and Basic Provisions**. The following terms shall have the following meanings when used in this Agreement: "**Access Credential**" means any access card, AVI windshield tag or other credential issued by Licensor for vehicular access to the Parking Structure; "**Access Credential User**" means any Licensee Party that has been provided an Access Credential; "**Casualty**" shall have the same meaning as under the Licensee Lease; "**Commencement Date**" shall have the same meaning as under the Licensee Lease; "**including**" means including, without limitation; "**Landlord**" means Bourse Tower Associates, L.P., a Pennsylvania limited partnership, and its successors and assigns as landlord under the Licensee Lease; "**Laws**" means all federal, state and local laws, ordinances, building codes and standards, rules and regulations, all court orders, governmental directives, and governmental orders and all interpretations of the foregoing, and all development guidelines, restrictive covenants, declaration of covenants, recorded documents, any applicable ground or primary lease, restrictions and easements or other private agreement affecting the Parking Structure and/or Parking Parcel, and "**Law**" means any of the foregoing; "**Licensed Spaces**" means the vehicular parking spaces licensed to Licensee pursuant to this Agreement; "**Licensee Lease**" means that certain Lease Agreement dated May 17, 2023 between Landlord and Licensee, as amended or assigned from time to time; "**Licensee Party**" means any of the following persons: Licensee; any assignees claiming by, through or under Licensee; any subtenants claiming by, through or under Licensee; and any of their respective agents, vendors, service providers, architects and design professionals, contractors and subcontractors, officers, employees, licensees, guests and invitees; "**Parking Parcel**" means that certain real property located in the City of Philadelphia, County of Philadelphia, Pennsylvania, more particularly described on Exhibit A attached hereto and incorporated herein; "**Parking Property**" means the Parking Structure and Parking Parcel, collectively; "**Parties**" means Licensor and Licensee, collectively; and "**Party**" means Licensor or Licensee, severally; "**Person**" means an individual, a trust, estate, corporation, partnership, limited liability company, unincorporated association or any other legal entity; "**Reserved Space**" means a Licensed Space which shall be reserved for the exclusive use of Licensee; and "**Unreserved Space**" means a Licensed Space that is not a Reserved Space. As of the date hereof, Licensor and Landlord are Affiliates (as defined in the Licensee Lease).

2. **License Grant; Term**.

2.1 Subject to the terms of this Agreement, Licensor hereby licenses to Licensee, and Licensee licenses from Licensor, (a) ten weekday reserved parking spaces located in the Parking Structure for the exclusive use of Licensee and (b) 20 unreserved parking spaces located in the Parking Structure on an unreserved, "first-come, first served" basis (collectively, the "**Initial Parking Allocation**"), for a term beginning on the Commencement Date, and ending upon the expiration or termination of the Licensee Lease. Subject to the terms and provisions of this Agreement, Licensed Spaces shall be available for use for parking motor vehicles by Licensee Parties.

2.2 Licensor shall issue to Licensee one Access Credential for each Licensed Space. Licensee may provide such Access Credentials to Licensee Parties. At the time of issuance of each and every Access Credential, Licensee shall provide Licensor the name and address of each Licensee Party to whom an Access Credential is provided, and the make, model, color and license plate number of the vehicle(s) (the "**Authorized Vehicle(s)**") that such Licensee Party will park in the Parking Structure. Licensee Parties shall park only Authorized Vehicles, and no other motor vehicles, in the Parking Structure. No Licensee Party shall access or park in the Parking Structure without a valid Access Credential.

2.3 Notwithstanding anything herein to the contrary, Licensor may relocate Licensee's reserved parking spaces from time to time if required by applicable Law or in connection with repair, maintenance, striping, sweeping or other work in the Parking Property, Casualty, condemnation or any of the reasons described in Section 12.3 of this Agreement, and such relocated spaces shall remain reserved parking spaces. Licensor shall use commercially reasonable efforts to minimize the length of any such relocation and Licensor will endeavor to provide as much advance notice to Licensee as practicable. To the extent possible, Licensor will relocate any such relocated spaces to their prior location as soon as any such work is completed.

2.4 At any time during the term of this Agreement, Licensee may elect to adjust its parking allocation to any number of weekday reserved parking spaces and unreserved parking spaces up to the number of such spaces in the Initial Parking Allocation by delivering written notice to Licensor of how many weekday reserved parking spaces and unreserved parking spaces Licensee elects to use (up to the Initial Parking Allocation). Such notice shall be effective on the first day of the first full calendar month after the delivery thereof. If Licensee fails to deliver written notice to Licensor of how many weekday reserved parking spaces and unreserved parking spaces Licensee elects to use, Licensee shall be deemed to have elected to take the same number of weekday reserved parking spaces and unreserved parking spaces that Licensee was using in the immediately prior calendar month.

2.5 Subject to availability, Licensee may, by delivering to Licensor no less than 30 days' prior written notice, use additional unreserved parking spaces (in addition to the Initial Parking Allocation) in the Parking Structure ("**Additional Spaces**") by paying to Licensor the monthly parking rent (plus all applicable taxes, including the City of Philadelphia parking tax) for such Additional Spaces equal to the rate then established by Licensor for unreserved parking spaces; provided, that Licensor shall provide any requested Additional Spaces as soon as such Additional Spaces become available. Licensee's election to use such Additional Space shall remain effective until the end of the term of this Agreement; however, Licensor may recapture any or all of such Additional Spaces at any time by providing Licensee written notice thereof. Notwithstanding the immediately preceding sentence, at any time during the term of this Agreement, Licensee may return any Additional Spaces to Licensor and shall not be required to pay parking rent for such returned Additional Spaces beginning on the first day of the first full calendar month after Licensee's return of the Additional Spaces to Licensor. Following Licensee's return of the Additional Spaces, Licensee shall have no further rights to such Additional Spaces and Licensor may reallocate such Additional Spaces to other users of the Parking Structure or otherwise in its sole discretion.

2.6 Licensee shall give written notice to Licensor of any extension, termination or expiration of the Licensee Lease (a) at least 30 days prior to any such extension or (b) within five days after any such termination or expiration.

2.7 Licensee may cancel this Agreement at any time upon 30 days' prior written notice to Licensor, in which event the term of this Agreement shall expire on the 30th day following Licensor's receipt of such cancellation notice from Licensee.

3. **License Fees**.

3.1 The fees (plus all applicable taxes, including the City of Philadelphia parking tax) payable pursuant to this Agreement for Licensed Spaces (the "**License Fees**") shall initially be $400.00 per Reserved Space, and $280.00 per Unreserved Space, per month. Licensor may increase the License Fees from time to time by notice to Licensee, with increases becoming effective on the first day of the month following the month during which such notice is given. Any such increase in the Licensee Fees shall be implemented in a non-discriminatory manner among users of the Parking Structure that have contracted directly with Licensor for use of the Parking Structure. The monthly License Fee for any partial month at the beginning of the term of this Agreement shall be equitably prorated based on the number of days in the partial month.

3.2 Regardless of whether Licensee elects to use the Licensed Spaces Licensee has elected (or is deemed to have elected) to receive, License Fees for all Licensed Spaces that Licensee has elected (or is deemed to have elected) to receive, plus all applicable taxes (including the City of Philadelphia parking tax), shall be due and payable from Licensee to Licensor each and every month during the term of this Agreement, in advance, no later than the first day of the month for which such License Fees apply, without deduction, offset or demand. Any payment by Licensee or acceptance by Licensor of a lesser amount than is then due and payable under this Agreement shall be treated as

payment on account. The acceptance by Licensor of a check or other instrument for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check or other instrument, that such lesser amount is payment in full shall be given no effect, and Licensor may accept such check or other instrument without prejudice to any other rights or remedies that Licensor may have against Licensee. Licensee may validate visitor parking by such method or methods as Licensor may approve, at the validation rate from time to time generally applicable to visitor parking.

4. **Use**. Access Credential Users shall use the Parking Structure only for parking motor vehicles that do not exceed any applicable weight limitations set forth in the rules and regulations promulgated by Licensor pursuant to Section 6, and having no more than two (2) axles, and shall comply with all Laws respecting the use of the Parking Structure. Access Credential Users shall have access to Licensed Spaces at all times, subject to (a) the stipulation that no Licensee Parties may park vehicles in the Parking Structure overnight, (b) commercially reasonable periods of time for repairs, maintenance, striping and sweeping, and (c) Casualty or condemnation. Licensee may validate visitor parking by such method or methods as Licensor may reasonably approve, at the validation rate from time to time generally applicable to visitor parking. All Unreserved Spaces shall be provided on an unreserved, "first-come, first served" basis. Licensee shall ensure that all Licensee Parties occupy no more than the number of parking spaces to be provided by Licensor as set forth in this Agreement (it being expressly understood that in no event shall Licensee be permitted to use more than the number of parking access cards to be provided by Licensor as set forth in this Agreement).

5. **Successors and Assigns**. Licensor shall assign this Agreement to any successor owner of fee simple title to the Parking Structure, in which event Licensor thereby shall be released from any further obligations hereunder arising after the date of assignment, provided the assignee assumes in writing Licensor's obligations hereunder arising from and after the date of assignment. Licensee shall assign this Agreement to any successor tenant under the Licensee Lease. No assignment shall release Licensee from its obligations under this Agreement, but rather Licensee and its assignee shall be jointly and severally liable therefor. Neither Licensee nor Licensor may assign their rights under this Agreement except as provided above in this Section 5, provided that Licensor may hire a third party to operate the Parking Structure, and may delegate Licensor's obligations to such third party, provided that no such delegation shall release Licensor from its obligations under this Agreement.

6. **Rules and Regulations**. Licensor may adopt, modify and enforce reasonable rules and regulations governing the use of the Parking Structure from time to time including vehicle weight limitations, designation of assigned parking spaces, requiring use of any key-card, sticker or other identification or entrance systems and charging a fee for replacement of any such key-card, sticker or other item used in connection with any such system and hours of operations, provided that such rules and regulations are generally applicable to all parking users and are enforced by Licensor in a non-discriminatory manner. Licensor shall provide Licensee with written notice of any such changes to the rules and regulations prior to the effectiveness thereof. Licensor may refuse to permit any Person who violates such rules and regulations to park in the Parking Structure, and any violation of the rules and regulations shall subject the applicable motor vehicle to removal from the Parking Structure. Licensee shall be responsible for the compliance or noncompliance with such rules and regulations by each Licensee Party.

7. **Notification of Damage or Injury**. Licensee promptly shall notify Licensor of any significant injury, damage or theft known by Licensee that occurs in the Parking Structure and affects a Licensee Party or the motor vehicle or personal property of a Licensee Party.

8. **Security / Use at Own Risk**. Licensor shall not be liable for any claim, injury or damage caused by or resulting from (a) a latent condition or by the acts or omissions of any Licensee Party, (b) the use or misuse of the Parking Structure by any person, or (c) the operation of or failure to operate a video monitoring and surveillance system within any portion of the Parking Structure, and the operation thereof shall not be deemed an assumption of any duty on the part of Licensor with respect to the security or safety of any person utilizing the Parking Structure. All motor vehicles (including all contents thereof) shall be parked in the Parking Structure at the sole risk of the Licensee Parties, it being expressly agreed and understood that Licensor has no duty to insure any of said motor vehicles (including the contents thereof), and Licensor is not responsible for the protection and security of such vehicles. Each Licensee Party's entry upon the Parking Property and use of the Parking Structure shall be at such Licensee Party's own risk. By entering the Parking Property, each Licensee Party assumes all risk of any injury to person or property occurring in or about the Parking Property except injuries resulting solely from Licensor's gross

negligence or intentional acts. Licensee (on behalf of itself and all Licensee Parties) hereby waives and releases Licensor and its insurers, successors in interest, agents, employees, representatives, assignees, officers, members, managers, directors and shareholders from any and all liability and/or claims for injury, including death or property damage arising from any Licensee Party's entry upon the Parking Property, except only injuries resulting solely from Licensor's gross negligence or intentional acts. **NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, LICENSOR SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY PERSONAL INJURY, PROPERTY DAMAGE OR OTHER LOSS WHICH MIGHT OCCUR ON THE PARKING PROPERTY OR AS A RESULT OF OR IN CONNECTION WITH THE PARKING OF MOTOR VEHICLES THEREON, EXCEPT TO THE EXTENT SUCH LOSS IS DETERMINED BY A COURT OF COMPETENT JURISDICTION TO HAVE BEEN CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LICENSOR OR ITS CONTRACTORS OR AGENTS. LICENSOR HAS NO DUTY OR OBLIGATION OF ANY KIND TO PROVIDE SECURITY FOR, WITHIN OR AROUND THE PARKING STRUCTURE.**

9. **Indemnity**. Licensee shall defend, indemnify, and hold harmless Licensor and Licensor's representatives, agents, directors, officers, partners, and trustees (collectively, including Licensor, "**Licensor Indemnified Parties**") from and against all claims, demands, liabilities, causes of action, suits, judgments, damages, and expenses (including reasonable attorneys' fees) (collectively, "**Claims**") arising from any injury to or death of any person (including the Licensor Indemnified Parties themselves) or the damage to or theft, destruction, loss, or loss of use of, any property of any Person (including the Licensor Indemnified Parties themselves) (a "**Loss**") occurring in or on the Parking Property to the extent caused by the negligence or willful misconduct of any Licensee Party or any contractor of Licensee. This indemnity shall survive termination or expiration of this Agreement. If any proceeding is filed for which indemnity is required hereunder, Licensee agrees, upon request therefor, to defend the applicable Licensor Indemnified Party(ies) in such proceeding at Licensee's sole cost utilizing counsel satisfactory to such Licensor Indemnified Party(ies).

10. **Events of Default**. Each of the following shall be deemed an "**Event of Default**" under this Agreement:

10.1 Licensee's failure to pay any License Fees within five business days after Licensor has delivered written notice to Licensee that the same is due; and

10.2 Licensee's failure to perform, comply with, or observe any agreement or obligation of Licensee under this Agreement other than payment of License Fees, including any failure by Licensee to comply with the rules and regulations, and the continuance of such failure for a period of more than 30 days after Licensor has delivered to Licensee written notice thereof; however, if such failure cannot be cured within such 30-day period and Licensee commences to cure such failure within such 30-day period and thereafter diligently pursues such cure to completion, then such failure shall not be an Event of Default unless it is not fully cured by the earliest of (i) 30 additional days after the expiration of the initial 30-day period, (ii) the date that is five business days prior to Licensor being in default of any agreement between Licensor and any third party as a result of Licensee's failure under this Agreement, or (iii) the expiration of the term of this Agreement.

11. **Remedies**. Upon the occurrence of an Event of Default under Section 10.1 above (failure to pay License Fees when due), then by notice to Licensee, Licensor may suspend the Licensee Parties' right to use the Licensed Spaces. Licensor shall have the right to terminate the use of any Access Credential due to any failure to comply with this Agreement or the rules and regulations by the Access Credential User to whom such Access Credential is assigned, provided that such failure constitutes an Event of Default. Additionally, during the continuance of an Event of Default, Licensor shall have the right to terminate this Agreement, provided, that Licensor has delivered an additional notice of such Event of Default to Licensee and such Event of Default shall continue for five business days after Licensor's second written notice thereof to Licensee, which second notice shall contain a legend clearly marked in not less than 14-point bold face type, underlined, in all capital letters stating the following or something substantially similar to the following, "**FAILURE TO RESPOND WITHIN FIVE BUSINESS DAYS WILL RESULT IN A TERMINATION OF THE PARKING LICENSE AGREEMENT**". For the avoidance of doubt, a default or event of default under the Licensee Lease shall not constitute an Event of Default under this Agreement, and an Event of Default under this Agreement shall not constitute a default or event of default under the Licensee Lease.

12. **Miscellaneous**.

12.1 **Licensor's Liability**. The liability of Licensor (and its successors, partners, shareholders or members) to Licensee (or any person or entity claiming by, through or under Licensee) for any default by Licensor under the terms of this Agreement or any matter relating to or arising out of the use of the Parking Structure shall be limited to Licensee's actual direct, but not any punitive, indirect, special or consequential damages therefor and shall be recoverable only from the amount which is equal to the lesser of (a) the equity interest (including the Parking Property's net rental income) of Licensor in the Parking Property, or (b) the equity interest (including the Parking Property's net rental income) Licensor would have in the Parking Property if the Parking Property were encumbered by third party debt in an amount equal to 80% of the value of the Parking Property (as such value is determined by Licensor). Further, Licensor (and its successors, assigns, partners, shareholders or members) shall not be personally liable for any deficiency, and in no event shall any liability hereunder extend to any sales or insurance proceeds received by Licensor (or its successors, assigns, partners, shareholders or members) in connection with the Parking Property. Notwithstanding anything to the contrary contained in this Agreement, in no event shall Licensor be liable to Licensee for any consequential or speculative damages or lost profits, lost business revenue, lost opportunity costs, or the like alleged to have occurred as a result of any breach of this Agreement or act or omission of Licensor or Licensor's employees, agents, contractors, subcontractors, licensees, directors, officers, partners and trustees in connection with this Agreement. Additionally, Licensee hereby waives all lien rights on the Parking Property and Licensor's property and all termination rights provided under law or equity; however nothing in the preceding clause shall diminish Licensee's termination rights expressly set forth in this Agreement. The provisions of this Section 12.1 shall survive any expiration or termination of this Agreement.

12.2 **Licensee's Liability**. The liability of Licensee to Licensor for any monetary damages arising from any default by Licensee under the terms of this Agreement shall be limited to Licensor's actual direct, but not consequential, damages therefor. Nothing in this Section 12.2 shall affect or limit Licensor's rights to file legal actions for injunctive relief against Licensee, or any other non-monetary relief as provided in Section 11 of this Agreement, or Licensor's rights to prosecute any suit or action in connection with enforcement of rights hereunder or arising herefrom or collection of amounts that may become owing or payable under or on account of insurance maintained by Licensee.

12.3 **Force Majeure**. Other than obligations under this Agreement that can be performed by the payment of money (e.g., payment of License Fees), whenever a period of time is herein prescribed for action to be taken by either party hereto, such party shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays whatsoever which are beyond the control of such party, whether any such delays are foreseeable as of the date of this Agreement or not or are otherwise contemplated by the parties herein, including those due to strikes, riots, acts of God, weather, shortages of labor or materials, subsurface or otherwise concealed physical conditions or other delays incurred by Licensor in construction or re-construction of the Parking Property not caused by Licensor, war, terrorist acts or activities, governmental laws, regulations, or restrictions, pandemic, epidemic, disease, public health emergency (including delays arising out of the spread of a viral illness which result in, without limitation, delays in the responsiveness of, or the unavailability of, governmental authorities to grant applications or signoffs or to perform inspections, the unavailability of contractors or laborers or disruption of supply chains as a result of any of the foregoing items in this Section), or any other causes of any kind. Except where the provisions of this Agreement (or any amendment to this Agreement) grant an express right or remedy to Licensor or Licensee, the provisions of this Section shall constitute the parties' sole and exclusive remedy in the event of any delays caused by any of the reasons described above in this Section 12.3, and Licensor and Licensee waive and release all rights and remedies (whether statutory, common law, in equity or otherwise) in the event of such delays, including rights and remedies for frustration of purpose or impossibility or impracticability of performance.

12.4 **Amendments; Binding Effect; No Electronic Records**. This Agreement may not be amended except by instrument in writing signed by Licensor and Licensee. The consent of Landlord shall be required for any amendment to this Agreement that would cause Landlord to default or be in breach of any covenant of Landlord under the Licensee Lease. Licensee (on behalf of itself and its successors and assigns) waives and releases any and all claims against Landlord that arise from any amendment of this Agreement or the exercise of any rights by Licensee hereunder. No provision of this Agreement shall be deemed to have been waived by Licensor unless such waiver is in writing signed by Licensor, and no custom or practice which may evolve between the parties in the administration of the terms hereof shall waive or diminish the right of Licensor to insist upon the performance by Licensee in strict accordance

with the terms hereof. Licensor and Licensee hereby agree not to conduct the transactions or communications contemplated by this Agreement by electronic means, except by electronic signatures as specifically set forth in Section 12.8; nor shall the use of the phrase "in writing" or the word "written" be construed to include electronic communications except by electronic signatures as specifically set forth in Section 12.8. The terms and conditions contained in this Agreement shall inure to the benefit of and be binding upon the parties hereto, and upon their respective successors in interest and legal representatives, except as otherwise herein expressly provided. This Agreement is for the sole benefit of Licensor and Licensee and, other than Licensor's Mortgagee and Landlord, no third party shall be deemed a third-party beneficiary hereof.

12.5 **Recording**. Licensor and Licensee agree that in no event and under no circumstances shall this Agreement be recorded by Licensee.

12.6 **Notices**. All notices and other communications given pursuant to this Agreement shall be in writing and shall be (a) mailed by first class, United States Mail, postage prepaid, certified, with return receipt requested, and addressed to the parties hereto at the address specified below in this Section 12.6, (b) hand-delivered to the intended addressee, or (c) sent by a nationally recognized overnight courier service. All notices shall be effective upon delivery to the address of the addressee (even if such addressee refuses delivery thereof). The parties hereto may change their addresses by giving notice thereof to the other in conformity with this provision. The Parties' addresses are as follows:

Licensor:	Bourse Garage Associates c/o MidAtlantic Realty Partners, LLC 111 S Independence Mall East, Suite 1015 Philadelphia, PA 19106 Attention: Asset Manager – Bourse Garage
With copies to:	Bourse Garage Associates c/o MidAtlantic Realty Partners, LLC 111 S Independence Mall East, Suite 1015 Philadelphia, PA 19106 Attention: Property Manager – Bourse Garage and Bourse Garage Associates c/o Goldman Sachs Realty Management Division 200 West Street New York, NY 10282 Attention: Asset Manager – Bourse Garage and Bourse Garage Associates c/o Goldman Sachs Realty Management Division 2001 Ross Avenue, Suite 2800 Dallas, TX 75201 Attention: Legal Department – Bourse Garage
Licensee:	Lion Re:Sources Inc. 111 S. Independence Mall East, Suite 110A Philadelphia, PA 19106 Attention: Steve Williams

With copies to: Lion Re:Sources Inc.
375 Hudson Street
New York, NY 10014
Attention: Jason Pizer

and

Lion Re:Sources Inc.
35 West Wacker Drive
Chicago, IL 60601
Attention: Mary Ellen McGrath, Esq.

and

DMB&B USA Insurance, Inc.
375 Hudson Street
New York, NY 10014
Attention: Richard Meehan, Treasurer

12.7 **Separability**. If any clause or provision of this Agreement is illegal, invalid, or unenforceable under present or future laws, then the remainder of this Agreement shall not be affected thereby and in lieu of such clause or provision, there shall be added as a part of this Agreement a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.

12.8 **Counterparts**. This Agreement (and amendments to this Agreement) may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one document. To facilitate execution of this Agreement, the parties may execute and exchange, by electronic mail PDF, counterparts of the signature pages. Signature pages may be detached from the counterparts and attached to a single copy of this Agreement to physically form one document. This Agreement may be signed or transmitted by e-mail of a .pdf document or using electronic signature technology (e.g., via DocuSign or similar electronic signature technology), and that such signed electronic record shall be valid and as effective to bind the party so signing as a paper copy bearing such party's handwritten signature. The parties further consent and agree that (a) to the extent a party signs this Agreement using electronic signature technology, by clicking "SIGN", such party is signing this Agreement electronically, and (b) the electronic signatures appearing on this Agreement shall be treated, for purposes of validity, enforceability and admissibility, the same as handwritten signatures.

12.9 **Entire Agreement; Arms'-Length Negotiation; No Reliance**. This Agreement constitutes the entire agreement between Licensor and Licensee regarding the subject matter hereof and supersedes all verbal statements and prior writings relating thereto. Except for those set forth in this Agreement, no representations, warranties, or agreements have been made by Licensor or Licensee to the other with respect to this Agreement or the obligations of Licensor or Licensee in connection therewith. Except as otherwise provided herein, no subsequent alteration, amendment, change or addition to this Agreement shall be binding unless in writing and signed by Licensor and Licensee. Licensor and Licensee agree that they have both had the opportunity to retain legal counsel to review, revise, and negotiate this Agreement on their individual behalf. Licensor and Licensee stipulate that this Agreement has been reviewed and revised by both by Licensor and Licensee and their respective legal counsel and that this Agreement is the result of an arms'-length negotiation and compromise. Licensor and Licensee further stipulate that they are both sophisticated individuals or business entities capable of understanding and negotiating the terms of this Agreement. The normal rule of construction that any ambiguities be resolved against the drafting party shall not apply to the interpretation of this Agreement or any exhibits or amendments hereto. Further, Licensee disclaims any reliance upon any and all representations, warranties or agreements not expressly set forth in this Agreement.

12.10 **Waiver of Jury Trial**. **TO THE MAXIMUM EXTENT PERMITTED BY LAW, LICENSEE (ON BEHALF OF ITSELF AND THE LICENSEE PARTIES) AND LICENSOR (ON BEHALF OF ITSELF AND ITS SUCCESSORS AND ASSIGNS) EACH, AFTER CONSULTATION WITH COUNSEL, KNOWINGLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY LITIGATION OR TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE ARISING OUT OF OR WITH RESPECT TO THIS**

AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS RELATED HERETO. Each Party further acknowledges and agrees that this Section has been negotiated at arms' length with the assistance of legal counsel and the legal effect fully explained, and that its provisions constitute a knowing and voluntary agreement.

12.11 **Governing Law; Jurisdiction**. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. The proper place of venue to enforce this Agreement will be the county or district in which the Parking Structure is located. In any legal proceeding regarding this Agreement, including enforcement of any judgments, Licensee irrevocably and unconditionally (a) submits to the jurisdiction of the courts of law in the county or district in which the Parking Structure is located; (b) accepts the venue of such courts and waives and agrees not to plead any objection thereto; and (c) agrees that (1) service of process may be effected at the address specified for Licensee in this Agreement, or at such other address of which Licensor has been properly notified in writing, and (2) nothing herein will affect Licensor's right to effect service of process in any other manner permitted by applicable law.

12.12 **Joint and Several Liability**. If Licensee consists of more than one party, each such party shall be jointly and severally liable for Licensee's obligations under this Agreement. All unperformed obligations of Licensee hereunder not fully performed at the end of the term of this Agreement shall survive the end of the term, including payment obligations with respect to License Fees.

12.13 **Authority**. Licensee (if a corporation, partnership or other business entity) hereby represents and warrants to Licensor that (a) Licensee is and will remain during the term of this Agreement a duly formed and existing entity qualified to do business in the state in which the Parking Structure is located, (b) Licensee has full right and authority to execute and deliver this Agreement, and (c) each person signing on behalf of Licensee is authorized to do so. Licensor hereby represents and warrants to Licensee that (1) Licensor is a duly formed and existing entity qualified to do business in the state in which the Parking Structure is located, (2) Licensor has full right and authority to execute and deliver this Agreement, and (3) each person signing on behalf of Licensor is authorized to do so.

12.14 **No Dedication for Public Use**. Nothing contained herein is intended to be, or shall be construed or deemed to constitute, a dedication, express or implied, of any real property to or for any public use or purpose whatsoever.

12.15 **Time**. Time is of the essence with respect to each party's obligations under this Agreement. The expiration of the term of this Agreement, whether by lapse of time, termination or otherwise, shall not relieve either party of any obligations which accrued prior to or which may continue to accrue after the expiration or termination of this Agreement.

12.16 **Confidentiality**. Licensee acknowledges that the terms and conditions of this Agreement are to remain confidential for Licensor's benefit, and may not be disclosed by Licensee to anyone, by any manner or means, directly or indirectly, without Licensor's prior written consent; however, Licensee may disclose the terms and conditions of this Agreement to its attorneys, accountants, employees and existing or prospective financial partners, or if required by Law or court order, provided all parties to whom Licensee is permitted hereunder to disclose such terms and conditions are advised by Licensee of the confidential nature of such terms and conditions and agree to maintain the confidentiality thereof (in each case, prior to disclosure). Licensee shall be liable for any disclosures made in violation of this Section by Licensee or by any entity or individual to whom the terms of and conditions of this Agreement were disclosed or made available by Licensee. The consent by Licensor to any disclosures shall not be deemed to be a waiver on the part of Licensor of any prohibition against any future disclosure.

12.17 **List of Exhibits**. All exhibits and attachments attached hereto are incorporated herein by this reference.

Exhibit A - Description of Parking Parcel
Exhibit B – Form of Subordination, Non-Disturbance and Attornment Agreement

12.18 **Prohibited Persons and Transactions**. Licensee represents and warrants that Licensee is not, and covenants and agrees that Licensee will not become, a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Assets Control ("**OFAC**") of the Department of the Treasury (including those named on OFAC's Specially Designated Nationals and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action, and Licensee covenants and agrees that it will not transfer this Agreement to any such persons or entities (and any such transfer shall be void).

12.19 **UBTI and REIT Qualification**. Licensor and Licensee agree that all amounts payable by Licensee to Licensor shall qualify as "rents from real property" within the meaning of both Sections 512(b)(3) and 856(d) of the Internal Revenue Code of 1986, as amended (the "**Code**"**)** and the U.S. Department of Treasury Regulations promulgated thereunder (the "**Regulations**"). In the event that Licensor, in its sole and absolute discretion, determines that there is any risk that all or part of any amounts payable by Licensee hereunder shall not qualify as "rents from real property" for the purposes of Sections 512(b)(3) or 856(d) of the Code and the Regulations promulgated thereunder, Licensee agrees (a) to cooperate with Licensor by entering into such amendment or amendments as Licensor deems necessary to qualify all amounts payable by Licensee hereunder as "rents from real property," and (b) to permit an assignment of this Agreement; provided, however, that any adjustments required pursuant to this Section 12.19 shall be made so as to produce the equivalent amounts (in economic terms) payable prior to such adjustment.

12.20 **Subordination**. This Agreement and all rights and privileges of Licensee hereunder shall be subject and subordinate to any deed of trust, mortgage, or other security instrument (each, a "**Mortgage**"), and any ground lease, master lease, or primary lease (each, a "**Primary Lease**"), that now or hereafter covers all or any part of the Parking Property (the mortgagee under any such Mortgage, beneficiary under any such deed of trust, or the lessor under any such Primary Lease is referred to herein as a "**Licensor's Mortgagee**"). Any Licensor's Mortgagee may elect, at any time, unilaterally, to make this Agreement superior to its Mortgage, Primary Lease, or other interest in the Parking Property by so notifying Licensee in writing. The provisions of this Section 12.20 shall be self-operative and no further instrument of subordination shall be required; however, if requested by Licensor, in confirmation of such subordination, Licensee shall execute and return to Licensor (or such other party designated by Licensor) within ten business days after written request therefor such documentation, in recordable form if required, as a Licensor's Mortgagee may reasonably request to evidence the subordination of this Agreement to such Licensor's Mortgagee's Mortgage or Primary Lease (including a subordination, non-disturbance and attornment agreement) or, if the Licensor's Mortgagee so elects, the subordination of such Licensor's Mortgagee's Mortgage or Primary Lease to this Agreement. Within two business days after the date of this Agreement, Licensor shall obtain a subordination, non-disturbance and attornment agreement from the current Licensor's Mortgagee in the form attached hereto as Exhibit B, and Licensor shall use reasonable efforts to obtain a subordination, non-disturbance and attornment agreement from any future Licensor's Mortgagee, in such Licensor's Mortgagee's standard form therefor with such changes as Licensee and such Licensor's Mortgagee may agree; however, Licensor's failure to obtain such agreement shall not constitute a default by Licensor hereunder or in any manner affect Licensee obligations and liabilities under this Agreement or prohibit the mortgaging of the Parking Property; and further provided that any costs associated with obtaining such subordination, non-disturbance and attornment agreement shall be paid by Licensee within 15 days after Licensor's written request therefor. As used in this Section 12.20, "reasonable efforts" shall not be deemed to include the incurrence by Licensor of any additional expense (unless Licensee agrees in writing to reimburse Licensor for all such expenses) or liabilities or obligations with respect to the existing mortgage or Licensor's Mortgagee. The subordination of Licensee's rights hereunder to any future Licensor's Mortgagee under this Section shall be conditioned upon such future Licensor's Mortgagee's execution and delivery of a subordination, non-disturbance and attornment agreement in such Licensor's Mortgagee's standard form therefor with such changes thereto as may be agreed upon by Licensee and such Licensor's Mortgagee.

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This Agreement is executed as of the date set forth above.

LICENSOR:

BOURSE GARAGE ASSOCIATES, a Pennsylvania limited partnership

By: Bourse Garage GP LLC, a Delaware limited liability company, its general partner

By: _____

Name: Zach Wade

Title: Authorized Signatory

LICENSEE:

LION RE:SOURCES, INC., a New York corporation

By: _____

Name: Thomas J. Caffrey

Title: President

REVIEWED BY LEGAL:

APPROVED
By Mary Ellen McGrath at 3:45 pm, May 17, 2023

EXHIBIT A
TO PARKING LICENSE AGREEMENT

Description of Parking Parcel

ALL THAT CERTAIN piece of ground with buildings and improvements thereon erected.

SITUATE in the 5th Ward, City of Philadelphia, Commonwealth of Pennsylvania, as shown on Plan of subdivision prepared by Alpha Engineering Associates, Inc., Trevose, Pennsylvania dated February 9, 1987 last revised March 8, 1988 and more particularly described as follows, to wit:

BEGINNING at a point on the Westerly side of 4th Street (50 feet wide), said point being a distance of 54 feet, 10 inches Northwardly from the intersection of the Northerly side of Chestnut Street (60 feet wide) and said Westerly side of 4th Street;

Thence from said point of beginning, Westwardly on a line parallel with said Chestnut Street, passing into a wall, the distance of 141 feet, 4-7/8 inches to a point; thence Northwardly, partially passing through and along said wall, the distance of 109 feet, 3 inches to a point on the Southerly side of Ranstead Street (variable width); thence Eastwardly, along the said side of Ranstead Street, the distance of 141 feet, 6-5/8 inches to a point, said point being the intersection of the said Southerly side of Ranstead Street and the Westerly side of said 4th Street; thence Southwardly, along the said side of 4th Street, the distance of 109 feet, 0-3/4 inches to the first mentioned point and place of BEGINNING.

BEING 400 Ranstead Street, Philadelphia, Pennsylvania 19106

BEING OPA NO. 883409600

BEING the same premises which Kaiserman Enterprises L.P., a Delaware limited partnership, by Deed dated 04/06/1988 and recorded 04/07/1988 in Philadelphia County at Deed Book FHS 1037 Page 241, granted and conveyed unto Bourse Garage Associates, a Pennsylvania limited partnership, in fee.

The above described premises being also described in that certain NSPS/ALTA survey prepared by Millman National Land Services dated January 2, 2019, last revised April 5, 2019, MSI Project No. 44271 as follows:

All that parcel of land situated in the City of Philadelphia, County of Philadelphia and Commonwealth of Pennsylvania and being more particularly described as follows:

Beginning at the intersection between the westerly right-of-way line of South 4th Street, a fifty foot (50') public right-of-way and the furthest northeasterly corner of a land now or formerly conveyed to Independence Square Hotel Partners, L.P., Parcel ID: 883711500 and marked by a set PK Nail;

Thence, running along the northerly boundary of aforementioned Independence Square Hotel Partners, L.P. parcel and the southerly boundary of the hereon described parcel N 82°19'26" W, 141.41 feet;

Thence, turning and running along the westerly boundary line of the hereon described parcel N 07°40'34" E, 109.25 feet to a PK Nail set along the southerly right-of-way line of Ranstead Street, a variable width public right-of-way;

Thence, running along mentioned southerly line of Ranstead Street and being the northerly boundary line of the described parcel, S 82°19'26" E, 141.55 feet to a PK Nail set at the intersection between the southerly right-of-way line of Ranstead Street and the westerly right-of-way of South 4th Street;

Thence, running S 07°44'59" W, 109.25 feet to the Point of Beginning and containing 0.355 acres (15,457 square feet) of land, more or less.

EXHIBIT B
TO PARKING LICENSE AGREEMENT

Form of Subordination, Non-Disturbance and Attornment Agreement

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

This **SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENT AGREEMENT** (the "***Agreement***") is dated as of May ___, 2023 and is by and among **BOURSE GARAGE ASSOCIATES**, a Pennsylvania limited partnership, having an office at 111 S. Independence Mall East, Suite 1015, Philadelphia, Pennsylvania 19106 ("***Licensor***"), **LION RE:SOURCES, INC.**, a New York corporation, having an office at 375 Hudson Street, New York, New York 10014 ("***Licensee***"), and **KREF LENDING III LLC**, a Delaware limited liability company, having an office at 30 Hudson Yards, Suite 7500, New York, New York 10001 (as successor-in-interest to KREF Capital LLC, a Delaware limited liability company, together with its successors and assigns, "***Lender***")

WHEREAS, Lender has made a loan to Licensor and certain of its affiliates (the "***Loan***"), which Loan is evidenced by one or more promissory notes (as the same may be amended, modified, restated, severed, consolidated, renewed, replaced, or supplemented from time to time, the "***Promissory Note***") and secured by, among other things, that certain Open-End Fee and Leasehold Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of April 5, 2019 and effective as of April 11, 2019 (as the same may be amended, restated, replaced, severed, split, supplemented or otherwise modified from time to time, the "***Mortgage***") encumbering the real property more particularly described on **Exhibit A** annexed hereto and made a part hereof (the "***Property***");

WHEREAS, by a parking license agreement (the "***License***") dated May ___, 2023, between Licensor and Licensee, Licensor granted to Licensee a license to park motor vehicles in the parking structure located on the Property (the "***Parking Structure***"), as more particularly described in the License;

WHEREAS, Licensee acknowledges that Lender will rely on this Agreement in continuing to make the Loan to Licensor; and

WHEREAS, Lender and Licensee desire to evidence their understanding with respect to the Mortgage and the License as hereinafter provided.

NOW**,** THEREFORE**,** in consideration of the mutual agreements hereinafter set forth, the parties hereto hereby agree as follows:

1. Licensee covenants, stipulates and agrees that the License and all of Licensee's right, title and interest in and to the Property thereunder (including but not limited to any option to purchase, right of first refusal to purchase or right of first offer to purchase the Property or any portion thereof) is hereby, and shall at all times continue to be, subordinated and made secondary and inferior in each and every respect to the Mortgage and the lien thereof, to all of the terms, conditions and provisions thereof and to any and all advances made or to be made thereunder, so that at all times the Mortgage shall be and remain a lien on the Property prior to and

superior to the License for all purposes, subject to the provisions set forth herein. Subordination is to have the same force and effect as if the Mortgage and such renewals, modifications, consolidations, replacements and extensions had been executed, acknowledged, delivered and recorded prior to the License, any amendments or modifications thereof and any notice thereof.

2. Lender agrees that if Lender exercises any of its rights under the Mortgage, including entry or foreclosure of the Mortgage or exercise of a power of sale under the Mortgage, Lender will not disturb Licensee's right to use the Parking Structure under the terms of the License so long as no Event of Default (as defined in the License) under any term, covenant or condition of the License.

3. If, at any time Lender (or any person, or such person's successors or assigns, who acquires the interest of Licensor under the License through foreclosure of the Mortgage or otherwise) shall succeed to the rights of Licensor under the License as a result of a default or event of default under the Mortgage, Licensee shall attorn to and recognize such person so succeeding to the rights of Licensor under the License (herein sometimes called "***Successor Licensor***") as Licensee's licensor under the License, said attornment to be effective and self-operative without the execution of any further instruments. Although said attornment shall be self-operative, Licensee agrees to execute and deliver to Lender or to any Successor Licensor, such other instrument or instruments as Lender or such other person shall from time to time request in order to confirm said attornment.

4. Licensor authorizes and directs Licensee to honor any written demand or notice from Lender instructing Licensee to pay rent or other sums to Lender rather than Licensor (a "***Payment Demand***"), regardless of any other or contrary notice or instruction which Licensee may receive from Licensor before or after Licensee's receipt of such Payment Demand. Licensee may rely upon any notice, instruction, Payment Demand, certificate, consent or other document from, and signed by, Lender and shall have no duty to Licensor to investigate the same or the circumstances under which the same was given. Any payment made by Licensee to Lender or in response to a Payment Demand shall be deemed proper payment by Licensee of such sum pursuant to the License.

5. If Lender shall become the owner of the Property or the Property shall be sold by reason of foreclosure or other proceedings brought to enforce the Mortgage or if the Property shall be transferred by deed in lieu of foreclosure, Lender or any Successor Licensor shall not be:

(a) liable for any act or omission of any prior licensor (including Licensor) or bound by any obligation to make any payment to Licensee which was required to be made prior to the time Lender succeeded to any prior licensor (including Licensor), while recognizing any and all offset rights of Licensee in the License; or

(b) obligated to cure any defaults of any prior licensor (including Licensor) which occurred, or to make any payment to Licensee which was required to be paid by any prior licensor (including Licensor), prior to the time that Lender, or any Successor Licensor succeeded to the interest of such licensor under the License, while recognizing any and all offset rights of Licensee in the License; or

(c) obligated to perform any construction obligations of any prior licensor (including Licensor) under the License or liable for any defects (latent, patent or otherwise) in the design, workmanship, materials, construction or otherwise with respect to improvements and buildings constructed on the Property; or

(d) subject to any counterclaims which Licensee may be entitled to assert against any prior licensor (including Licensor); or

(e) bound by any payment of rent or additional rent by Licensee to any prior licensor (including Licensor) for more than one month in advance; or

(f) bound by any amendment, modification, termination or surrender of the License made without the written consent of Lender; or

(g) liable or responsible for or with respect to the retention, application and/or return to Licensee of any security deposit paid to any prior licensor (including Licensor), whether or not still held by such prior licensor, unless and until Lender or any Successor Licensor has actually received said deposit for its own account as the licensor under the License as security for the performance of Licensee's obligation under the License (which deposit shall, nonetheless, be held subject to the provisions of the License).

6. Licensee hereby represents, warrants, covenants and agrees to and with Lender:

(a) to deliver to Lender, by certified mail, return receipt requested, a duplicate of each notice of default delivered by Licensee to Licensor at the same time as such notice is given to Licensor and no such notice of default shall be deemed given by Licensee under the License unless and until a copy of such notice shall have been so delivered to Lender. Lender shall have the right (but shall not be obligated) to cure such default. Licensee shall accept performance by Lender of any term, covenant, condition or agreement to be performed by Licensor under the License with the same force and effect as though performed by Licensor. Licensee further agrees to afford Lender a period of thirty (30) days beyond any period afforded to Licensor for the curing of such default during which period Lender may elect (but shall not be obligated) to seek to cure such default, or, if such default cannot be cured within that time, then such additional time as may be necessary to cure such default (including but not limited to commencement of foreclosure proceedings) during which period Lender may elect (but shall not be obligated) to seek to cure such default, prior to taking any action to terminate the License. If the License shall terminate for any reason, upon Lender's written request given within thirty (30) days after such termination, Licensee, within fifteen (15) days after such request, shall execute and deliver to Lender a new license for the remainder of the term of the License and upon all of the same terms, covenants and conditions of the License;

(b) that Licensee is the sole owner of the parking rights granted by the License; and

(c) to promptly certify in writing to Lender, in connection with any proposed assignment of the Mortgage, whether or not any default on the part of Licensor then exists

under the License and to deliver to Lender any licensee estoppel certificates required under the License.

7. Licensee acknowledges that the interest of Licensor under the License is assigned to Lender solely as security for the Promissory Note, and Lender shall have no duty, liability or obligation under the License or any extension or renewal thereof, unless Lender shall specifically undertake such liability in writing or Lender becomes and then only with respect to periods in which Lender becomes, the fee owner of the Property.

8. This Agreement shall be governed by and construed in accordance with the laws of the State in which the Property is located (excluding the choice of law rules thereof).

9. This Agreement and each and every covenant, agreement and other provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns (including, without limitation, any successor holder of the Promissory Note) and may be amended, supplemented, waived or modified only by an instrument in writing executed by the party against which enforcement of the termination, amendment, supplement, waiver or modification is sought.

10. All notices to be given under this Agreement shall be in writing and shall be deemed served upon receipt by the addressee if served personally or, if mailed, upon the first to occur of receipt or the refusal of delivery as shown on a return receipt, after deposit in the United States Postal Service certified mail, postage prepaid, addressed to the address of Licensor, Licensee, or Lender appearing below. Such addresses may be changed by notice given in the same manner. If any party consists of multiple individuals or entities, then notice to any one of same shall be deemed notice to such party.

If to Lender: KREF Lending III LLC
30 Hudson Yards, Suite 7500
New York, New York 10001
Attention: General Counsel
Email: RECreditNotices@kkr.com

with a copy to: Gibson Dunn & Crutcher LLP
200 Park Avenue
New York, New York 10166
Attention: Andrew J. Dady, Esq.

If to Licensee: Lion Re:Sources, Inc.
375 Hudson Street
New York, New York 10014
Attn: Jason Pizer, SVP/RE – Americas

With copy to: Lion Re:Sources, Inc.
35 West Wacker Drive
Chicago, IL 60601
Attn: Mary Ellen McGrath, Assistant Deputy General Counsel

If to Licensor: Bourse Garage Associates
c/o MidAtlantic Realty Partners, LLC
111 S. Independence Mall East, Suite 1015
Philadelphia, Pennsylvania 19106
Attention: Asset Manager – Bourse Garage

with a copy to: Bourse Garage Associates
c/o MidAtlantic Realty Partners, LLC
111 S. Independence Mall East, Suite 1015
Philadelphia, Pennsylvania 19106
Attention: Property Manager – Bourse Garage

with a further copy to: Bourse Garage Associates
c/o Goldman Sachs Realty Management Division
200 West Street
New York, New York 10282
Attention: Asset Manager – Bourse Garage

with a further copy to: Bourse Garage Associates
c/o Goldman Sachs Realty Management Division
2001 Ross Avenue, Suite 2800
Dallas, Texas 75201
Attention: Legal Department – Bourse Garage

11. If this Agreement conflicts with the License, then this Agreement shall govern as between the parties and any Successor Licensor, including upon any attornment pursuant to this Agreement. This Agreement supersedes, and constitutes full compliance with, any provisions in the License that provide for subordination of the License to, or for delivery of nondisturbance agreements by the holder of, the Mortgage.

12. In the event Lender shall acquire Licensor's interest in the Property, Licensee shall look only to the estate and interest, if any, of Lender in the Property for the satisfaction of Licensee's remedies for the collection of a judgment (or other judicial process) requiring the payment of money in the event of any default by Lender as a Successor Licensor under the License or under this Agreement, and no other property or assets of Lender shall be subject to levy, execution or other enforcement procedure for the satisfaction of Licensee's remedies under or with respect to the License, the relationship of the licensor and licensee under the License or Licensee's use or occupancy of the Property or any claim arising under this Agreement.

13. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be deemed modified to the extent necessary to be enforceable, or if such modification is not practicable, such provision shall be deemed deleted from this Agreement, and the other provisions of this Agreement shall remain in full force and effect, and shall be liberally construed in favor of Lender.

14. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

[*REMAINDER OF PAGE INTENTIONALLY LEFT BLANK*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

LICENSEE:

LION RE:SOURCES, INC., a New York corporation

By: _____
Name:
Title:

STATE OF _____)
) ss.
COUNTY OF _____)

On the ___ day of _____ in the year _____ before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

(Notarial Seal) _____

Notary Public

[Signatures continue on following page]

LICENSOR:

BOURSE GARAGE ASSOCIATES, a Pennsylvania limited partnership

By: Bourse Garage GP LLC, a Delaware limited liability company, its general partner

By: _____
Name:
Title:

STATE OF _____)
) ss.
COUNTY OF _____)

On the ___ day of _____ in the year _____ before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

(Notarial Seal)

_____
Notary Public

[Signatures continue on following page]

LENDER:

KREF LENDING III LLC, a Delaware limited liability company

By: _____
Name:
Title:

STATE OF _____)
) ss.
COUNTY OF _____)

On the ___ day of _____ in the year _____ before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

(Notarial Seal) _____

Notary Public

Exhibit A

Legal Description of Property

ALL THAT CERTAIN piece of ground with buildings and improvements thereon erected.

SITUATE in the 5th Ward, City of Philadelphia, Commonwealth of Pennsylvania, as shown on Plan of subdivision prepared by Alpha Engineering Associates, Inc., Trevose, Pennsylvania dated February 9, 1987 last revised March 8, 1988 and more particularly described as follows, to wit:

BEGINNING at a point on the Westerly side of 4th Street (50 feet wide), said point being a distance of 54 feet, 10 inches Northwardly from the intersection of the Northerly side of Chestnut Street (60 feet wide) and said Westerly side of 4th Street;

Thence from said point of beginning, Westwardly on a line parallel with said Chestnut Street, passing into a wall, the distance of 141 feet, 4-7/8 inches to a point; thence Northwardly, partially passing through and along said wall, the distance of 109 feet, 3 inches to a point on the Southerly side of Ranstead Street (variable width); thence Eastwardly, along the said side of Ranstead Street, the distance of 141 feet, 6-5/8 inches to a point, said point being the intersection of the said Southerly side of Ranstead Street and the Westerly side of said 4th Street; thence Southwardly, along the said side of 4th Street, the distance of 109 feet, 0-3/4 inches to the first mentioned point and place of BEGINNING.

BEING 400 Ranstead Street, Philadelphia, Pennsylvania 19106

BEING OPA NO. 883409600

BEING the same premises which Kaiserman Enterprises L.P., a Delaware limited partnership, by Deed dated 04/06/1988 and recorded 04/07/1988 in Philadelphia County at Deed Book FHS 1037 Page 241, granted and conveyed unto Bourse Garage Associates, a Pennsylvania limited partnership, in fee.

The above described premises being also described in that certain NSPS/ALTA survey prepared by Millman National Land Services dated January 2, 2019, last revised April 5, 2019, MSI Project No. 44271 as follows:

All that parcel of land situated in the City of Philadelphia, County of Philadelphia and Commonwealth of Pennsylvania and being more particularly described as follows:

Beginning at the intersection between the westerly right-of-way line of South 4th Street, a fifty foot (50') public right-of-way and the furthest northeasterly corner of a land now or formerly conveyed to Independence Square Hotel Partners, L.P., Parcel ID: 883711500 and marked by a set PK Nail;

Thence, running along the northerly boundary of aforementioned Independence Square Hotel Partners, L.P. parcel and the southerly boundary of the hereon described parcel N 82°19'26" W, 141.41 feet;

Thence, turning and running along the westerly boundary line of the hereon described parcel N 07°40'34" E, 109.25 feet to a PK Nail set along the southerly right-of-way line of Ranstead Street, a variable width public right-of-way;

Thence, running along mentioned southerly line of Ranstead Street and being the northerly boundary line of the described parcel, S 82°19'26" E, 141.55 feet to a PK Nail set at the intersection between the southerly right-of-way line of Ranstead Street and the westerly right-of-way of South 4th Street;

Thence, running S 07°44'59" W, 109.25 feet to the Point of Beginning and containing 0.355 acres (15,457 square feet) of land, more or less.

Addendum E

Comparable Data

Improved Sales

Specialty Sale

NEWMARK

1200 Poydras Street

Parking Garage

Location & Property Info

Property Name	Parking Garage
Property Type	Specialty
Sub Type	Parking Structure
Major Market	LA - New Orleans
Sub Market	New Orleans Metro Area
Address	1200 Poydras Street, New Orleans, LA 70113
County	Orleans
Country	USA
Latitude	29.95039800
Longitude	-90.07641200
MSA	New Orleans-Metairie
Legal/Tax/Parcel ID	103105945
Market Orientation	CBD
Verification Type	Confirmed-Other
Event ID	1099396



Land Parcels

GARAGE

NO.	ASSOCIATED APN(S)	CLASSIFICATION	LAND AREA (SF)	LAND AREA (ACRE(S))
1	103105945	Usable Land Area	44,853	1.0297

NO.	ASSOCIATED APN(S)	CLASSIFICATION	LAND AREA (SF)	LAND AREA (ACRE(S))
		Total Gross Land Area	**44,853**	**1.0297**

RETAIL

NO.	ASSOCIATED APN(S)	CLASSIFICATION	LAND AREA (SF)	LAND AREA (ACRE(S))
1	103105944	Usable Land Area	5,076	0.1165
		Total Gross Land Area	**5,076**	**0.1165**

Total Gross Land Area	**49,929**	**1.1462**
Total Usable Land Area	**49,929**	**1.1462**

Site Details

SUMMARY

Usable/Gross Ratio	1.00
Source Of Land Info	Assessor

SITE CHARACTERISTICS

PRIMARY STREET FRONTAGE	
Frontage Street Name	Poydras
Frontage Feet	207
Traffic Control At Entry	Traffic Light
Traffic Flow	High
Accessibility Rating	Average
Visibility Rating	Average
Site Shape	Irregular
Corner	Yes

FLOOD ZONE ANALYSIS

FIRM Panel Number	22017C0229F
Map Date	9/30/2016
Flood Zone Designation	• X (Shaded)
Flood Insurance Required	No

ZONING

Zoning Designation	CBD-4
Zoning Description	Central Business District - Exposition District

Site Topography	Generally Level
Site Vegetation	Minimal

UTILITIES

Utilities	• Electricity • Gas • Sewer • Water

Improvement Details

BASIC CHARACTERISTICS

Number Of Buildings	1
Demised Unit Of Comparison	Parking Spaces
Number Of Demised Units	393
Gross Building Area (SF)	173,156
Rentable Area (SF)	173,156
Average Unit Size (SF)	441
Quality	Good
Condition	Good
Investment Class	Class A

AGE/LIFE DEPRECIATION ANALYSIS

Year Built	2016
Actual Age (Years)	8

FLOOR AREA ANALYSIS

Number Of Stories/Floors	5.00
Max Ceiling Height	10
Est. Ground Floor Area (GBA)	34,631
Floor Area Ratio (FAR)	3.468
Density	342.9
Land To Building Ratio	0.29
Load Factor	100.0000%
Parking Description	Garage
Garage Parking Spaces	393
Total Parking Spaces	393
Parking Ratio Per Unit	1.00
Spaces/1,000 SF NRA Ratio	2.27

CONSTRUCTION DETAILS

Construction Class	B
Construction Description	Metal frame
Foundation	Reinforced concrete
Construction Type	Metal/Masonry
Exterior Walls	Masonry and metal panel
Roof Description	Concrete deck

INTERIOR FINISH

Other	Standard

ENGINEERING AND MECHANICAL

HVAC	None
Elevators Count	4
Fire Sprinkler Type	None

Commercial Space Summary

SPACE TYPE	SAMPLE IN-PLACE TENANTS	TOTAL SF	% TOTAL	LEASED SF	OCCUPANCY	AVG ASKING RENT PER SF	AVG CONTRACT RENT PER SF	LEASE REIMBURSEMENT METHOD	AVG REMAINING LEASE TERM (MOS)	COMMENTS
Street Retail	4	17,270			100.00%					
Subtotal		**17,270**								

Sale Information

Specialty Sale Type	None
Transaction Type	Standard
Sale Status	Closed
Sale Date	6/24/2024
Grantor (Seller)	Poydras Properties II LLC
Grantee (Buyer)	UGP-Poydras, LLC
Document Type	Warranty Deed
Recording Number	766672253
Property Rights	Fee Simple
Financing Type	Cash to seller
Sale Price	$24,500,000
Effective Sales Price	$24,500,000.00
Price Per SF GBA	$141.49
Price Per SF NRA	$141.49
Effective Price Per Unit	$62,340.97
Price Per Land SF (Gross)	$490.70
Price Per Acre(S) (Gross)	$21,374,978.19
Price Per Land SF (Usable)	$490.70
Price Per Acre(S) (Usable)	$21,374,978.19

Operations at Date of Sale

Reported Cap Rate	6.50%
NIM (Net Income Multiplier)	15.380

Pro Forma		PER SF	PER UNIT
NOI	$1,592,500	$9.20	$4,052

Financial Indicators

Cap Rate Derived - Stabilized	6.50%

Comments

This is a 393-space parking garage that was built in 2016 on a 1.1462 acre site. The property is located in the New Orleans Central Business District at the southwest corner of Poydras Street and Loyola Avenue. The parking garage is rented on an hourly, daily, and monthly basis. Ownership is structured as a condominium, with four ground floor retail spaces and a top floor Dave & Buster's owned as separate condominiums. The property sold in June 2024 for $24,500,000, or $62,341 per space. Based on pro forma NOI, an OAR of 6.50% is indicated.

Specialty Sale

NEWMARK

320 Superior Avenue East

320 Superior Ave E

Location & Property Info

Property Name	320 Superior Ave E
Property Type	Specialty
Sub Type	Parking Structure
Major Market	OH - Cleveland
Sub Market	CBD
Address	320 Superior Avenue East, Cleveland, OH 44114
County	Cuyahoga
Country	USA
Latitude	41.50017600
Longitude	-81.69106500
MSA	Cleveland-Elyria, OH
Legal/Tax/Parcel ID	101-26-006, 101-26-007, 101-26-020, 101-26-021, 101-26-022
Market Orientation	CBD
Verification Type	Confirmed-Other
Verification Source	Public Records
Event ID	1026524



Land Parcels

NEW GROUP

NO.	ASSOCIATED APN(S)	CLASSIFICATION	LAND AREA (SF)	LAND AREA (ACRE(S))
1	101-26-006, 101-26-007, 101-26-020, 101-26-021, 101-26-022	Usable Land Area	47,402	1.0882
		Total Gross Land Area	**47,402**	**1.0882**
Total Gross Land Area			**47,402**	**1.0882**
Total Usable Land Area			**47,402**	**1.0882**

Site Details

SUMMARY

Usable/Gross Ratio	1.00
Source Of Land Info	Publuc Records

SITE CHARACTERISTICS

PRIMARY STREET FRONTAGE

Frontage Street Name	Superior Avenue
Traffic Control At Entry	Traffic Light
Traffic Flow	Moderate
Accessibility Rating	Average
Visibility Rating	Average
Site Shape	Irregular
Corner	No
Site Topography	Generally Level
Site Vegetation	Minimal

FLOOD ZONE ANALYSIS

FIRM Panel Number	39035C0064F
Map Date	8/15/2019
Flood Zone Designation	• X
Flood Insurance Required	No

ZONING

Zoning Designation	PUD

UTILITIES

Utilities	• Electricity • Gas • Sewer • Water

Improvement Details

BASIC CHARACTERISTICS

Number Of Buildings	1
Demised Unit Of Comparison	Parking Spaces
Number Of Demised Units	757
Gross Building Area (SF)	275,746
Rentable Area (SF)	275,746
Average Unit Size (SF)	364
Quality	Average
Condition	Average

AGE/LIFE DEPRECIATION ANALYSIS

Year Built	1988
Actual Age (Years)	36

FLOOR AREA ANALYSIS

Number Of Stories/Floors	6.00
Est. Ground Floor Area (GBA)	45,958
Floor Area Ratio (FAR)	5.817
Density	696.0
Land To Building Ratio	0.17
Load Factor	100.0000%

CONSTRUCTION DETAILS

Construction Class	C
Construction Description	Reinforced Concrete
Foundation	Concrete
Construction Type	Concrete
Exterior Walls	Rock/ Stone
Roof Description	Flat sealed membrane

ENGINEERING AND MECHANICAL

Fire Sprinkler Type	Wet

Sale Information

Specialty Sale Type	None
Transaction Type	Standard
Sale Status	Closed
Sale Date	1/31/2024
Grantor (Seller)	G&i Ix 200 Public Square Garage Llc
Grantee (Buyer)	Ugp Cleveland Garage Llc
Contract Date	1/31/2024
Recording Date	2/14/2024
Document Type	Warranty Deed
Recording Number	2140008
Property Rights	Leased Fee
Financing Type	Cash to seller
Sale Price	$31,250,000
Effective Sales Price	$31,250,000.00
Price Per SF GBA	$113.33
Price Per SF NRA	$113.33

Effective Price Per Unit	$41,281.37
Price Per Land SF (Gross)	$659.25
Price Per Acre(S) (Gross)	$28,717,147.58
Price Per Land SF (Usable)	$659.25
Price Per Acre(S) (Usable)	$28,717,147.58

Operations at Date of Sale

Operations Status Type	Stabilized Operations	Reported Cap Rate	7.20%
Actuals Occupancy	100.00%	Reported Cap Rate Premise	Actual

Actuals

		PER SF	PER UNIT
NOI	$2,250,000	$8.16	$2,972

Financial Indicators

Cap Rate Derived - Actuals	7.20%

Comments

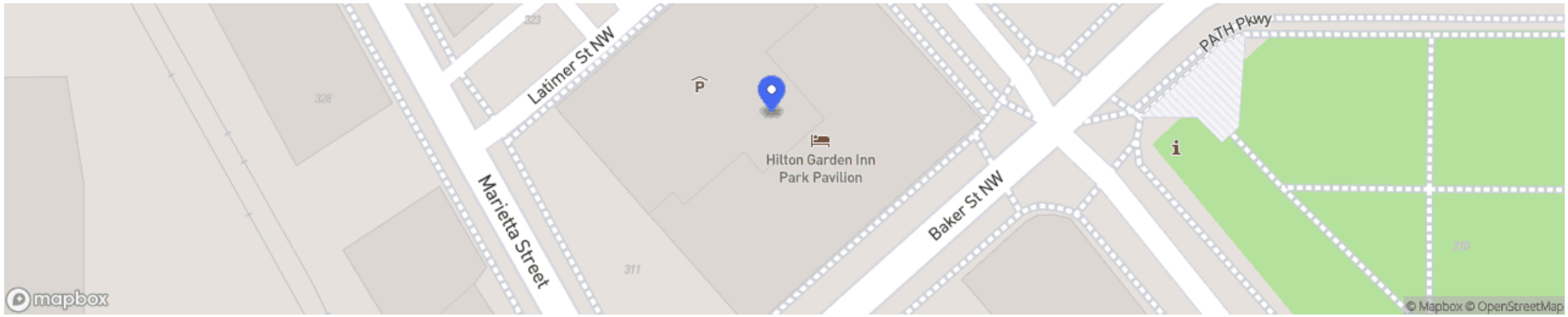
The property is a 757-stall parking garage located in the city of Cleveland, on a 1.09-acre lot. The sale took place in the month of January, 2024 at a price consideration of $31,250,000. The property is 100% occupied at the time of the sale. Reported cap rate of 7.20%.

Specialty Sale

NEWMARK

275 Baker Street Northwest

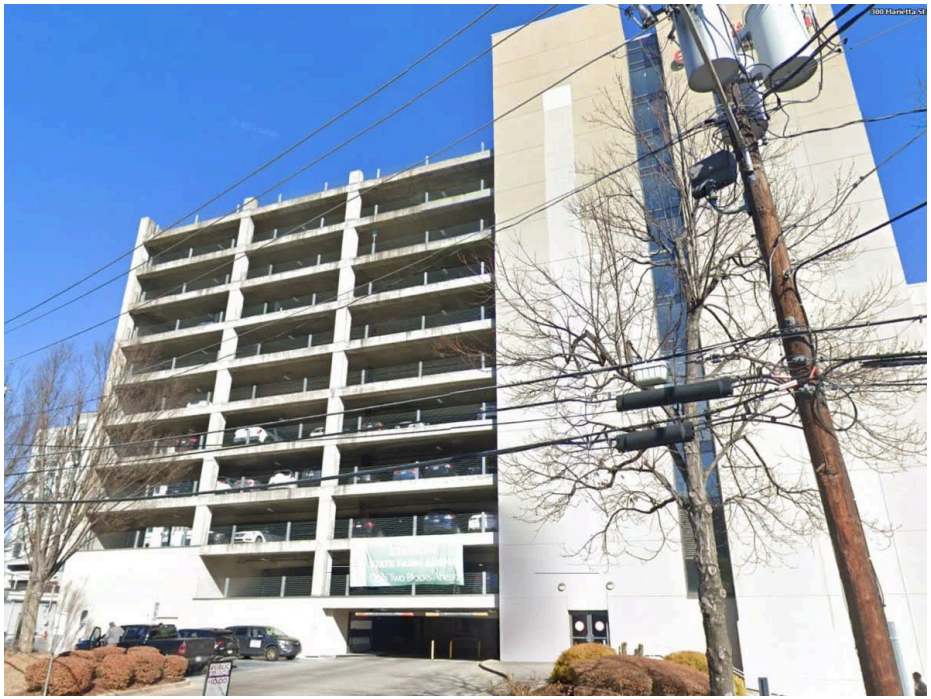
Hilton Garden Inn Downtown Atlanta Garage



Location & Property Info

Property Name	Hilton Garden Inn Downtown Atlanta Garage
Property Type	Specialty
Sub Type	Parking Structure
Major Market	GA - Atlanta
Sub Market	Downtown
Address	275 Baker Street Northwest, Atlanta, GA 30313
County	Fulton
Country	USA
Latitude	33.76201000
Longitude	-84.39575000
MSA	Atlanta-Sandy Springs-Roswell, GA
Legal/Tax/Parcel ID	14 007800011906 & 14 007800011914

Market Orientation	Urban
Verification Type	Confirmed-Other
Event ID	995791



Land Parcels

NEW GROUP

NO.	ASSOCIATED APN(S)	CLASSIFICATION	LAND AREA (SF)	LAND AREA (ACRE(S))
1	14 007800011906 & 14 007800011914	Usable Land Area	48,818	1.1207
		Total Gross Land Area	**48,818**	**1.1207**

Total Gross Land Area	**48,818**	**1.1207**
Total Usable Land Area	**48,818**	**1.1207**

Site Details

SUMMARY

Usable/Gross Ratio	1.00
Source Of Land Info	Survey

SITE CHARACTERISTICS

PRIMARY STREET FRONTAGE

Frontage Street Name	Baker St., Luckie St., Marietta St., Latimer St.
Traffic Control At Entry	Traffic Light
Traffic Flow	Moderate
Accessibility Rating	Above Average
Visibility Rating	Good
Site Shape	Rectangular
Corner	Yes
Site Topography	Generally level
Site Vegetation	As an urban site, there is minimal landscaping

FLOOD ZONE ANALYSIS

FIRM Panel Number	13121C0244F
Map Date	9/18/2013
Flood Zone Designation	• X

ZONING

Zoning Designation	SPI-1 SA5

UTILITIES

Utilities	• Electricity • Sewer • Water

Improvement Details

BASIC CHARACTERISTICS

Number Of Buildings	1
Number Of Demised Units	672
Gross Building Area (SF)	246,000
Rentable Area (SF)	246,000
Average Unit Size (SF)	366
Quality	Good
Condition	Good

AGE/LIFE DEPRECIATION ANALYSIS

FLOOR AREA ANALYSIS

Number Of Stories/Floors	12.00
Est. Ground Floor Area (GBA)	20,500
Floor Area Ratio (FAR)	5.039
Density	599.6
Land To Building Ratio	0.20
Load Factor	100.0000%
Garage Parking Spaces	672

ENGINEERING AND MECHANICAL

Elevators Count	3

Year Built	2008	Total Parking Spaces	672
Actual Age (Years)	15	Parking Ratio Per Unit	1.00
Economic Life (Years)	50	Spaces/1,000 SF NRA	2.73
Effective Age (Years)	15	Ratio	
Remaining Economic Life (Years)	35	**CONSTRUCTION DETAILS**	
Percent Depreciation	30.0000%	Construction Class	C
		Foundation	Reinforced concrete
		Construction Type	Concrete
		Exterior Walls	Concrete

Unit Mix

PHYSICAL

UNIT TYPE NAME	BR	BA	UNITS	% OF TOTAL UNITS	UNIT SF	TOTAL SF	VACANT UNITS	COMMENTS
Total/Average			**0.00**			**0.00**	**0.00**	

ECONOMIC

	CONTRACT RENT			IN-PLACE RENT						
UNIT DESCRIPTION	LOW	HIGH	AVG	RECENT LEASING	LAST 90 DAYS	LAST 60 DAYS	LAST 30 DAYS	ASKING RENT	ASKING RENT PER SF	TOTAL ASKING RENT
0BR/0BA - 0 SF										
Total/Average										**$0.00**

Sale Information

Specialty Sale Type	None
Transaction Type	Standard
Sale Status	Closed
Sale Date	7/26/2023

Grantor (Seller)	Legacy Ventures
Grantee (Buyer)	InterPark Corporate
Document Type	Deed
Recording Number	37029/165
Property Rights	Fee Simple
Financing Type	Cash to seller
Sale Price	$32,263,393
Effective Sales Price	$32,263,393.00
Price Per SF GBA	$131.15
Price Per SF NRA	$131.15
Effective Price Per Unit	$48,011.00
Price Per Land SF (Gross)	$660.89
Price Per Acre(S) (Gross)	$28,788,608.01
Price Per Land SF (Usable)	$660.89
Price Per Acre(S) (Usable)	$28,788,608.01

Operations at Date of Sale

Reported Cap Rate	6.24%
NIM (Net Income Multiplier)	16.030

Pro Forma		PER SF	PER UNIT
NOI	$2,013,000	$8.18	$2,996

Financial Indicators

Cap Rate Derived - Stabilized	6.24%

Comments

This property is located next to the Georgia Aquarium and new World of Coca-Cola; around the corner from the Georgia Dome, Philips Arena, and one-block away from the CNN Center, Imagine It! Children s Museum, and Centennial Olympic Park. The parking garage was developed in concert

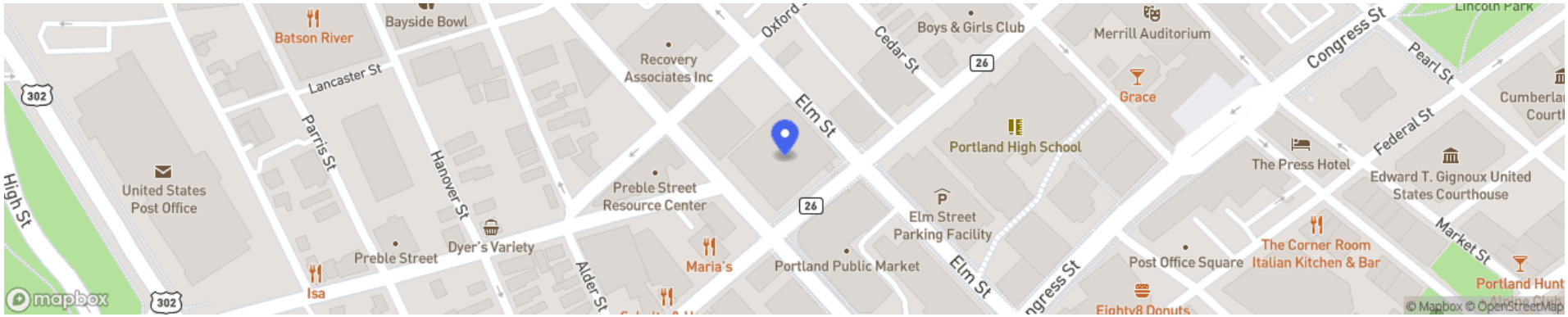
with the Hilton Garden Inn hotel with ground floor retail/office space. Parking rates are quoted at $10.00 per 2-hours and $40.00 for overnight parking. The NOI per unit was $2,996 and the capitalization rate was 6.24%.

Specialty Sale

NEWMARK

315 Cumberland Avenue

Public Market Garage



Location & Property Info

Property Name	Public Market Garage
Property Type	Specialty
Sub Type	Parking Structure
Major Market	ME - Portland
Sub Market	Portland Metro Area
Address	315 Cumberland Avenue, Portland, ME 04107
County	Cumberland
Country	USA
Latitude	43.65880200
Longitude	-70.26081100
MSA	Portland-South Portland-Biddeford, ME Metropolitan Statistical Area
Legal/Tax/Parcel ID	33-4-1
Market Orientation	Urban

Verification Type	Confirmed-Other
Event ID	839635



Land Parcels

IMPORTED GROUP 1

NO.	ASSOCIATED APN(S)	CLASSIFICATION	LAND AREA (SF)	LAND AREA (ACRE(S))
1	33-4-1	Usable Land Area	38,533	0.8846
		Total Gross Land Area	**38,533**	**0.8846**
Total Gross Land Area			**38,533**	**0.8846**
Total Usable Land Area			**38,533**	**0.8846**

Site Details

SUMMARY

Usable/Gross Ratio	1.00
Potential Units	603
Source Of Land Info	Other

SITE CHARACTERISTICS

PRIMARY STREET FRONTAGE	
Frontage Street Name	Cumberland Avenue
Traffic Control At Entry	Traffic Light
Traffic Flow	Moderate
Accessibility Rating	Average
Visibility Rating	Average
Site Shape	Rectangular
Corner	Yes
Site Topography	Level
Site Vegetation	Minimal

UTILITIES

Utilities	• Electricity • Gas • Sewer • Water

Improvement Details

BASIC CHARACTERISTICS

Number Of Buildings	1
Demised Unit Of Comparison	Parking Spaces
Number Of Demised Units	595
Gross Building Area (SF)	242,720
Rentable Area (SF)	242,720
Average Unit Size (SF)	408
Quality	Average
Condition	Average
Investment Class	Class B

FLOOR AREA ANALYSIS

Number Of Stories/Floors	7.00
Est. Ground Floor Area (GBA)	34,674
Floor Area Ratio (FAR)	6.299
Land To Building Ratio	0.16
Load Factor	100.0000%
Total Parking Spaces	595
Parking Ratio Per Unit	1.00
Spaces/1,000 SF NRA Ratio	2.45

AGE/LIFE DEPRECIATION ANALYSIS

Year Built	1998

CONSTRUCTION DETAILS

Construction Class	C

Actual Age (Years)	24	Construction Description	Concrete
		Construction Type	Concrete

Sale Information

Specialty Sale Type	None
Transaction Type	Standard
Sale Status	Closed
Sale Date	9/28/2022
Grantor (Seller)	Northeast Investors, LLC
Grantee (Buyer)	WBP Garage LLC
Document Type	Deed
Property Rights	Leased Fee
Sale Price	$20,000,000
Effective Sales Price	$20,000,000.00
Price Per SF GBA	$82.40
Price Per SF NRA	$82.40
Effective Price Per Unit	$33,613.45
Price Per Land SF (Gross)	$519.04
Price Per Acre(S) (Gross)	$22,609,088.85
Price Per Land SF (Usable)	$519.04
Price Per Acre(S) (Usable)	$22,609,088.85

Operations at Date of Sale

Operations Status Type: Stabilized Operations

Actuals

		PER SF	PER UNIT
NOI	$1,010,000	$4.16	$1,697

Financial Indicators

Cap Rate Derived - Actuals	5.05%

Comments

This is the September 2022 sale of a 242,720-square-foot, 7-story parking garage located at 315 Cumberland Avenue in Portland, ME. The 1998-built parking garage has 595 parking spaces. According to the offering memorandum, the property received significant capital improvements between 2016 and 2020. The property sold for $20,000,000. The sale price equates to $82.40/SF and $33,613 per parking space. The seller was Northeast Investors, LLC and the buyer was WBP Garage LLC. The in-place capitalization rate was reported to be 5.05%.

Specialty Sale

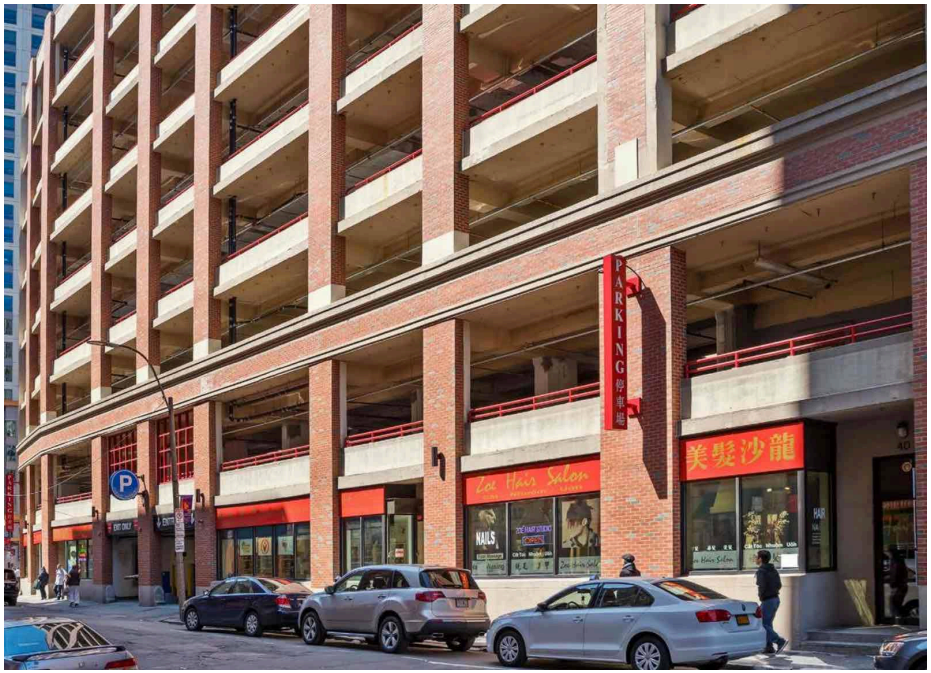
NEWMARK

40 Beach St.

Beach Street Garage

Location & Property Info

Property Name	Beach Street Garage
Property Type	Specialty
Sub Type	Parking Structure
Major Market	MA - Boston
Sub Market	CBD - Financial District - Low Rise
Address	40 Beach St. , Boston, MA 02111
County	Suffolk
Country	USA
Latitude	42.35152312
Longitude	-71.06139019
MSA	Boston-Cambridge-Newton, MA-NH
Market Orientation	Urban
Verification Type	Confirmed-Seller Broker
Verification Source	by, Confidential
Event ID	914561



Land Parcels

IMPORTED GROUP 1

NO.	ASSOCIATED APN(S)	CLASSIFICATION	LAND AREA (SF)	LAND AREA (ACRE(S))
1		Gross Land Area	18,360	0.4215
		Total Gross Land Area	**18,360**	**0.4215**
Total Gross Land Area			**18,360**	**0.4215**

Site Details

Source Of Land Info: Public Records

SITE CHARACTERISTICS

Site Topography: Level

UTILITIES

Utilities:
- Sewer
- Water

Improvement Details

BASIC CHARACTERISTICS

Demised Unit Of Comparison	TBD
Number Of Demised Units	513
Gross Building Area (SF)	149,000
Rentable Area (SF)	149,000
Average Unit Size (SF)	290
Quality	Average
Condition	Average
Investment Class	Class B

AGE/LIFE DEPRECIATION ANALYSIS

Year Built	1926
Actual Age (Years)	96

FLOOR AREA ANALYSIS

Number Of Stories/Floors	8.00
Est. Ground Floor Area (GBA)	18,625
Floor Area Ratio (FAR)	8.115
Land To Building Ratio	0.12
Load Factor	100.0000%
Total Parking Spaces	513
Parking Ratio Per Unit	1.00
Spaces/1,000 SF NRA Ratio	3.44

CONSTRUCTION DETAILS

Construction Class: B

Construction	Reinforced
Description	Concrete
Construction Type	Concrete
Exterior Walls	Brick

Leasing Details

Occupancy Type	None - To be sold

Unit Mix

PHYSICAL

UNIT TYPE NAME	BR	BA	UNITS	% OF TOTAL UNITS	UNIT SF	TOTAL SF	VACANT UNITS	COMMENTS
Total/Average			**0.00**			**0.00**	**0.00**	

ECONOMIC

	CONTRACT RENT			IN-PLACE RENT						
UNIT DESCRIPTION	LOW	HIGH	AVG	RECENT LEASING	LAST 90 DAYS	LAST 60 DAYS	LAST 30 DAYS	ASKING RENT	ASKING RENT PER SF	TOTAL ASKING RENT
0BR/0BA - 0 SF										
Total/Average										**$0.00**

Sale Information

Specialty Sale Type	None
Transaction Type	Standard
Sale Status	Closed
Sale Date	7/1/2022
Grantor (Seller)	FoxRock Forty Beach Realty, LLC
Grantee (Buyer)	NPG BOS1 Beach LLC
Document Type	Deed

Recording Number	67892-264
Property Rights	Leased Fee
Financing Type	Cash to seller - buyer obtained financing
Sale Price	$32,000,000
Effective Sales Price	$32,000,000.00
Price Per SF GBA	$214.77
Price Per SF NRA	$214.77
Effective Price Per Unit	$62,378.17
Price Per Land SF (Gross)	$1,742.92
Price Per Acre(S) (Gross)	$75,919,335.71

Operations at Date of Sale

Operations Status Type	Stabilized Operations	Reported Cap Rate	6.88%
Actuals Occupancy	90.00%		

Comments

Cap Ex

This is the July 2022 sale of Beach Street Garage, a 149,000-square foot, 7-story parking garage located at 40 Beach St. , Boston, MA. The 1926-built parking garage has 513 parking spaces. The property sold for $32,000,000. The sale price equates to $214.77/SF and $62,378 per parking space. The seller was FoxRock Forty Beach Realty, LLC and the buyer was NPG BOS1 Beach LLC.

Specialty Sale

NEWMARK

115 East Congress Street

Congress Street Parking Garage

Location & Property Info

Property Name	Congress Street Parking Garage
Property Type	Specialty
Sub Type	Parking Structure
Major Market	GA - Savannah
Sub Market	Savannah Metro Area
Address	115 East Congress Street, Savannah, GA 31401
County	Chatham
Country	USA
Latitude	32.07904000
Longitude	-81.09016300
MSA	Savannah
Legal/Tax/Parcel ID	2000439011
Market Orientation	CBD
Verification Type	Confirmed-Buyer
Verification Source	Buyer
Event ID	907176



Land Parcels

IMPORTED GROUP 1

NO.	ASSOCIATED APN(S)	CLASSIFICATION	LAND AREA (SF)	LAND AREA (ACRE(S))
1	2000439011	Usable Land Area	21,780	0.5000
		Total Gross Land Area	**21,780**	**0.5000**

Total Gross Land Area	**21,780**	**0.5000**
Total Usable Land Area	**21,780**	**0.5000**

Site Details

SUMMARY

Usable/Gross Ratio	1.00
Source Of Land Info	Public record

ZONING

Zoning Designation	BC-1

SITE CHARACTERISTICS

Traffic Control At Entry	Stop Sign
Traffic Flow	Moderate
Accessibility Rating	Above Average
Visibility Rating	Excellent
Site Shape	Rectangular
Corner	Yes
Site Topography	Generally level
Site Vegetation	Minimal landscaping

Improvement Details

BASIC CHARACTERISTICS

Number Of Buildings	1

FLOOR AREA ANALYSIS

Number Of Stories/Floors	7.00

Demised Unit Of Comparison	Parking Spaces
Number Of Demised Units	398
Gross Building Area (SF)	149,828
Rentable Area (SF)	149,828
Average Unit Size (SF)	376
Quality	Average
Condition	Average
Investment Class	Class B

AGE/LIFE DEPRECIATION ANALYSIS

Year Built	1974
Actual Age (Years)	48

Est. Ground Floor Area (GBA)	21,404
Floor Area Ratio (FAR)	6.879
Land To Building Ratio	0.15
Load Factor	100.0000%
Garage Parking Spaces 398	
Total Parking Spaces	398
Parking Ratio Per Unit	1.00
Spaces/1,000 SF NRA Ratio	2.66

CONSTRUCTION DETAILS

Construction Class	B
Foundation	Reinforced concrete
Construction Type	Concrete
Exterior Walls	Concrete, steel, and brick

Sale Information

Specialty Sale Type	None
Transaction Type	Standard
Sale Status	Closed
Sale Date	6/30/2022
Grantor (Seller)	Congress Investors, LLC
Grantee (Buyer)	UGP-115 East Congress, LLC
Document Type	Deed
Recording Number	2853-635
Property Rights	Fee Simple
Financing Type	Cash to seller
Sale Price	$35,000,000
Effective Sales Price	$35,000,000.00
Price Per SF GBA	$233.60
Price Per SF NRA	$233.60
Effective Price Per Unit	$87,939.70
Price Per Land SF (Gross)	$1,606.98
Price Per Acre(S) (Gross)	$70,000,000.00

Price Per Land SF (Usable)	$1,606.98
Price Per Acre(S) (Usable)	$70,000,000.00

Operations at Date of Sale

Operations Status Type	Stabilized Operations	Reported Cap Rate	4.71%

Comments

InterPark purchased the Congress Garage in June 2022 for $35,000,000. This garage is located in the heart of the historic district (115 E. Congress Street). It includes 398 stalls on 7 levels and was built in 1974. The 2019 NOI was $1.65MM. The 3/31/22 TTM NOI was also $1.65MM. This yields an in-place cap rate of 4.71%.

Lease Comparables

Multifamily Lease Summary

NEWMARK

711 Walnut Street

711 Walnut Street

Location & Property Info

Property Name	711 Walnut Street
Property Type	Multifamily
Sub Type	Other
Address	711 Walnut Street, Philadelphia, PA
County	Philadelphia
Country	USA
Latitude	39.94806700
Longitude	-75.15307400
Event ID	1246802

Improvement Details

BASIC CHARACTERISTICS

Rentable Area (SF)	1

Lease Availability Information

Survey Date	5/20/2025

Lease Summary

START DATE	TERM	SPACE TYPE	LESSEE	LESSEE TYPE	LEASE SF	ALTERNATE SF	EFF. RATE	RENT MEASURE	BASE ESC. TYPE	REIMB. METHOD	TI $/SF
4/1/2024	38		Drink Fresh By Djurdjura	Local	600		$42.00	$/SF/Yr	Fixed Percentage	Gross + TE	

Specific Lease Details: Drink Fresh By Djurdjura

Description of Premises

Rentable Area	600

Lease Details

Lease Status	Signed Lease
Lease Signed Date	3/1/2024
Lease Start/Available Date	4/1/2024
Lease Expiration Date	5/30/2027
Term Of Lease (Months)	38
Lessee	Drink Fresh By Djurdjura
Lessee Type	Local

Rates & Measures

Measure	$/SF/Yr
Face Rental Rate	$42.00
Effective Rental Rate	$42.00
Base Rent Escalation Type	Fixed Percentage
Escalation Description	3% annually
Lease Reimbursement Method	Gross + TE
Renewal Options Included?	Yes
Renewal Options Description	(1) three-year

Multifamily Lease Summary

NEWMARK

1036 Pine St.

1036 Pine Street

Location & Property Info

Property Name	1036 Pine Street
Property Type	Multifamily
Sub Type	Walk-Up
Major Market	PA - Philadelphia - Greater
Sub Market	Philadelphia - Greater
Address	1036 Pine St. , Philadelphia, PA 19147
County	Philadelphia
Country	USA
Latitude	39.94466000
Longitude	-75.15956000
MSA	Philadelphia-Camden-Wilmington, PA-NJ-DE-MD
Legal/Tax/Parcel ID	871508490
Market Orientation	Urban
Event ID	1246792



Taxes and Assessments

TAX YEAR 2025	ASSESSOR'S MARKET VALUE				ASSESSED VALUE			TAX RATES	TAXES AND ASSESSMENTS		
APN	LAND	IMPVT.	TOTAL	ASSESSMENT RATIO	LAND	IMPVT.	TOTAL	LAND & IMPVT.	ADVALOREM TAXES	DIRECT ASSESSMENT	TOTAL
871508490	$0.00	$0.00	$0	0.00%	$150,420.00	$601,680.00	$752,100.00	1.39980	$10,527.90	$0.00	$10,527.90
Total					**$150,420.00**	**$601,680.00**	**$752,100.00**	**1.39980**	**$10,527.90**		**$10,527.90**

Land Parcels

IMPORTED GROUP 1

NO.	ASSOCIATED APN(S)	CLASSIFICATION	LAND AREA (SF)	LAND AREA (ACRE(S))
1	871508490	Usable Land Area	1,500	0.0344
		Total Gross Land Area	**1,500**	**0.0344**
Total Gross Land Area			**1,500**	**0.0344**
Total Usable Land Area			**1,500**	**0.0344**

Site Details

SUMMARY

Usable/Gross Ratio	1.00
Source Of Land Info	Philadelphia OPA Public Records

SITE CHARACTERISTICS

PRIMARY STREET FRONTAGE	
Frontage Street Name	Pine Street
Frontage Feet	15
SECONDARY STREET FRONTAGE	
Frontage Street Name	Waverly Street
Traffic Control At Entry	None
Traffic Flow	Moderate
Accessibility Rating	Average
Visibility Rating	Average
Site Shape	Rectangular
Corner	No
Site Topography	Level at Street Grade

FLOOD ZONE ANALYSIS

FIRM Panel Number	4207570109G
Map Date	1/17/2007
Flood Zone Designation	• X
Flood Insurance Required	No

ZONING

Zoning Designation	CMX2
Zoning Description	Neighborhood Commercial Mixed Use 2
Legally Conforming?	Yes

UTILITIES

Utilities	• Electricity • Gas • Sewer • Water

Improvement Details

BASIC CHARACTERISTICS

Number Of Buildings	1
Demised Unit Of Comparison	Apt. Units
Number Of Demised Units	4
Gross Building Area (SF)	3,594
Rentable Area (SF)	3,516
Average Unit Size (SF)	879
Investment Class	Class C

FLOOR AREA ANALYSIS

Number Of Stories/Floors	3.00
Est. Ground Floor Area (GBA)	1,198
Floor Area Ratio (FAR)	2.396
Land To Building Ratio	0.42
Load Factor	102.2180%

AGE/LIFE DEPRECIATION ANALYSIS

Year Built	1900
Actual Age (Years)	125

Lease Availability Information

Survey Date	5/20/2025

Unit Mix

PHYSICAL

UNIT TYPE NAME	BR	BA	UNITS	% OF TOTAL UNITS	UNIT SF	TOTAL SF	VACANT UNITS	COMMENTS
Total/Average			**0.00**			**0.00**	**0.00**	

ECONOMIC

	CONTRACT RENT			IN-PLACE RENT						
UNIT DESCRIPTION	LOW	HIGH	AVG	RECENT LEASING	LAST 90 DAYS	LAST 60 DAYS	LAST 30 DAYS	ASKING RENT	ASKING RENT PER SF	TOTAL ASKING RENT
0BR/0BA - 0 SF										
Total/Average										**$0.00**

Lease Summary

START DATE	TERM	SPACE TYPE	LESSEE	LESSEE TYPE	LEASE SF	ALTERNATE SF	EFF. RATE	RENT MEASURE	BASE ESC. TYPE	REIMB. METHOD	TI $/SF
12/1/2024	38		Smoker's Point	Local	700	1,000	$37.71	$/SF/Yr	Fixed Percentage	Gross + TE	

Specific Lease Details: Smoker's Point

Description of Premises

Rentable Area	700
Alternate SF	1,000
Full Building Lease	No

Lease Details

Lease Status	Signed Lease
Lease Signed Date	11/7/2024
Lease Start/Available Date	12/1/2024
Lease Expiration Date	1/31/2028
Term Of Lease (Months)	38
Lessee	Smoker's Point
Lessee Type	Local

Rates & Measures

Measure	$/SF/Yr
Face Rental Rate	$37.71
Effective Rental Rate	$37.71
Base Rent Escalation Type	Fixed Percentage
Escalation Description	3% annually
Percentage Rent	No
Lease Reimbursement Method	Gross + TE
Tenant Paid Expenses	

Taxes and will reimburse LL $75/month for utilities that are not separately metered	
Renewal Options Included?	No

Multifamily Lease Summary

NEWMARK

220 South 11th Street

Washington Square West



Location & Property Info

Property Name	Washington Square West
Property Type	Multifamily
Sub Type	Walk-Up
Major Market	PA - Philadelphia - Greater
Sub Market	Philadelphia - Greater
Address	220 South 11th Street, Philadelphia, PA 19107
County	Philadelphia
Country	USA
Latitude	39.94803000
Longitude	-75.15923000
MSA	Philadelphia-Camden-Wilmington, PA-NJ-DE-MD
Event ID	1136738



Land Parcels

IMPORTED GROUP 1

NO.	ASSOCIATED APN(S)	CLASSIFICATION	LAND AREA (SF)	LAND AREA (ACRE(S))
1		Usable Land Area	48,564	1.1149
		Total Gross Land Area	**48,564**	**1.1149**
Total Gross Land Area			**48,564**	**1.1149**
Total Usable Land Area			**48,564**	**1.1149**

Site Details

SUMMARY

Usable/Gross Ratio	1.00
Source Of Land Info	Public Records

SITE CHARACTERISTICS

Traffic Control At Entry	None
Traffic Flow	Moderate
Accessibility Rating	Average
Visibility Rating	Average
Site Shape	Iregular
Corner	No
Site Topography	level

FLOOD ZONE ANALYSIS

FIRM Panel Number	4207570183G
Map Date	1/27/2007
Flood Zone Designation	• X
Flood Insurance Required	No

UTILITIES

Utilities	• Electricity • Gas • Sewer • Water

Improvement Details

BASIC CHARACTERISTICS

Number Of Buildings	20
Demised Unit Of Comparison	Apt. Units
Number Of Demised Units	132

FLOOR AREA ANALYSIS

Number Of Stories/Floors	7.00
Est. Ground Floor Area (GBA)	18,341
Floor Area Ratio (FAR)	2.644

Gross Building Area (SF)	128,387
Rentable Area (SF)	102,915
Average Unit Size (SF)	780
Quality	Average
Condition	Average
Investment Class	Class B

AGE/LIFE DEPRECIATION ANALYSIS

Year Built	1830
Year Renovated	2007
Actual Age (Years)	194

Density	118.4
Land To Building Ratio	0.38
Load Factor	124.7510%

CONSTRUCTION DETAILS

Construction Class	C
Construction Type	Masonry
Exterior Walls	Brick

Lease Availability Information

Survey Date 11/6/2024

Unit Mix

PHYSICAL

UNIT TYPE NAME	BR	BA	UNITS	% OF TOTAL UNITS	UNIT SF	TOTAL SF	VACANT UNITS	COMMENTS
1 BR	1.00	1.00	58.00	44%	632.00	36,656.00	2.00	
1 BR	1.00	1.00	42.00	32%	651.00	27,342.00	0.00	
2 BR	2.00	1.00	18.00	14%	1,025.00	18,450.00	0.00	
2 BR	2.00	1.00	9.00	7%	1,034.00	9,306.00	0.00	
3 BR	3.00	1.00	4.00	3%	1,253.00	5,012.00	0.00	
4 BR	4.00	2.00	1.00	1%	1,384.00	1,384.00	0.00	
Total/Average			**132.00**	**100%**	**743.56**	**98,150.00**	**2.00**	

ECONOMIC

	CONTRACT RENT			IN-PLACE RENT						
UNIT DESCRIPTION	LOW	HIGH	AVG	RECENT LEASING	LAST 90 DAYS	LAST 60 DAYS	LAST 30 DAYS	ASKING RENT	ASKING RENT PER SF	TOTAL ASKING RENT
1 BR 1BR/1BA - 632 SF								$2,025.00	$3.20	$117,450.00
1 BR 1BR/1BA - 651 SF								$2,100.00	$3.23	$88,200.00
2 BR 2BR/1BA - 1,025 SF								$2,500.00	$2.44	$45,000.00
2 BR 2BR/1BA - 1,034 SF								$2,650.00	$2.56	$23,850.00
3 BR 3BR/1BA - 1,253 SF								$3,175.00	$2.53	$12,700.00
4 BR 4BR/2BA - 1,384 SF								$3,400.00	$2.46	$3,400.00
Total/Average			**$0.00**					**$2,201.52**	**$2.96**	**$290,600.00**

Lease Summary

START DATE	TERM	SPACE TYPE	LESSEE	LESSEE TYPE	LEASE SF	ALTERNATE SF	EFF. RATE	RENT MEASURE	BASE ESC. TYPE	REIMB. METHOD	TI $/SF
9/11/2023	120		Playa Bowls	National	1,450		$48.41	$/SF/Yr	Fixed Percentage	Triple Net	

Specific Lease Details: Playa Bowls

Description of Premises

Rentable Area	1,450

Lease Details

Lease Status	Signed Lease
Lease Signed Date	3/13/2023
Lease Start/Available Date	9/11/2023

Lease Expiration Date	8/31/2033
Term Of Lease (Months)	120
Lessee	Playa Bowls
Lessee Type	National

Rates & Measures

Measure	$/SF/Yr
Face Rental Rate	$48.41
Effective Rental Rate	$48.41
Base Rent Escalation Type	Fixed Percentage
Escalation Description	3% annually
Lease Reimbursement Method	Triple Net
Lease Reimbursement Description	NNN

Office Lease Summary

NEWMARK

223-225 Market Street

223-225 Market Street

Location & Property Info

Property Name	223-225 Market Street
Property Type	Office
Sub Type	Low Rise
Major Market	PA - Philadelphia - Greater
Sub Market	CBD-Independence Square
Address	223-225 Market Street, Philadelphia, PA 19106
County	Philadelphia
Country	USA
Location	N/S Market Street
Latitude	39.95038000
Longitude	-75.14455000
MSA	Philadelphia
Legal/Tax/Parcel ID	883011300
Market Orientation	CBD
Verification Type	Confirmed-Seller Broker
Event ID	1046374



Land Parcels

IMPORTED GROUP 1

NO.	ASSOCIATED APN(S)	CLASSIFICATION	LAND AREA (SF)	LAND AREA (ACRE(S))
1	883011300	Usable Land Area	5,216	0.1197

NO.	ASSOCIATED APN(S)	CLASSIFICATION	LAND AREA (SF)	LAND AREA (ACRE(S))
		Total Gross Land Area	5,216	0.1197

Total Gross Land Area	5,216	0.1197
Total Usable Land Area	5,216	0.1197

Site Details

SUMMARY

Usable/Gross Ratio	1.00
Source Of Land Info	City of Philadelphia

ZONING

Zoning Designation	CMX-3
Zoning Description	Commercial Mixed-Use 3

SITE CHARACTERISTICS

PRIMARY STREET FRONTAGE	
Frontage Feet	34
Traffic Control At Entry	None
Traffic Flow	High
Accessibility Rating	Average
Visibility Rating	Above Average
Site Shape	Rectangular
Corner	No
Site Topography	Level
Site Vegetation	None

UTILITIES

Utilities

- Electricity
- Gas
- Sewer
- Water

Improvement Details

BASIC CHARACTERISTICS

Number Of Buildings	1
Gross Building Area (SF)	9,045
Rentable Area (SF)	9,045
Quality	Average
Condition	Excellent
Investment Class	Class B

AGE/LIFE DEPRECIATION ANALYSIS

Year Built	1900

FLOOR AREA ANALYSIS

Number Of Stories/Floors	2.00
Est. Ground Floor Area (GBA)	4,523
Floor Area Ratio (FAR)	1.734
Land To Building Ratio	0.58
Load Factor	100.0000%
Parking Description	Surface parking
Open Parking Spaces	2
Total Parking Spaces	2

INTERIOR FINISH

Other	Average

ENGINEERING AND MECHANICAL

Elevators Count	1

IMPROVEMENT FEATURES AND AMENITIES

Property Amenities Score	Average

Year Renovated	2023	Spaces/1,000 SF NRA	0.22
Actual Age (Years)	124	Ratio	
Economic Life (Years)	50	**CONSTRUCTION DETAILS**	
Effective Age (Years)	25		
Remaining Economic Life (Years)	25	Construction Class	C
		Foundation	Concrete
Percent Depreciation	50.0000%	Construction Type	Masonry
		Exterior Walls	Brick
		Roof Description	Built up

Lease Availability Information

Survey Date	3/12/2024

Lease Summary

START DATE	TERM	SPACE TYPE	LESSEE	LESSEE TYPE	LEASE SF	ALTERNATE SF	EFF. RATE	RENT MEASURE	BASE ESC. TYPE	REIMB. METHOD	TI $/SF
4/11/2024	120	Retail	Buka Derm Management		3,300		$37.50	$/SF/Yr		Triple Net	

Comments

3,300 square feet of office space leased to Buka Derm Management with a 10-year lease.

Specific Lease Details: Buka Derm Management

Description of Premises

Rentable Area	3,300
Full Building Lease	No
Space Type	Retail
Suite/Space Number	1st floor
No. Parking Spaces	2

Lease Details

Lease Status	Signed Lease

Lease Signed Date	3/12/2024
Lease Start/Available Date	4/11/2024
Term Of Lease (Months)	120
Lessor	223 Partners LLC
Lessee	Buka Derm Management

Rates & Measures

Measure	$/SF/Yr
Face Rental Rate	$37.50
Effective Rental Rate	$37.50
Lease Reimbursement Method	Triple Net

Multifamily Lease Summary

NEWMARK

234 Arch Street

234 Arch Street

Location & Property Info

Property Name	234 Arch Street
Property Type	Multifamily
Sub Type	Walk-Up
Major Market	PA - Philadelphia - Greater
Sub Market	Philadelphia - Greater
Address	234 Arch Street, Philadelphia, PA 19106
County	Philadelphia
Country	USA
Latitude	39.95191900
Longitude	-75.14448800
MSA	Philadelphia/Camden/Wilmington
Market Orientation	CBD
Verification Type	Secondary Verification
Verification Source	Public Records
Event ID	1065694



Land Parcels

USABLE

NO.	ASSOCIATED APN(S)	CLASSIFICATION	LAND AREA (SF)	LAND AREA (ACRE(S))
1		Usable Land Area	951	0.0218
		Total Gross Land Area	**951**	**0.0218**

Total Gross Land Area	**951**	**0.0218**
Total Usable Land Area	**951**	**0.0218**

Site Details

SUMMARY

Usable/Gross Ratio	1.00

Improvement Details

BASIC CHARACTERISTICS

Rentable Area (SF)	1,378
Quality	Average
Condition	Average
Investment Class	Class B

AGE/LIFE DEPRECIATION ANALYSIS

Year Built	1890
Actual Age (Years)	133

Lease Availability Information

Survey Date	4/1/2023

Unit Mix

PHYSICAL

UNIT TYPE NAME	BR	BA	UNITS	% OF TOTAL UNITS	UNIT SF	TOTAL SF	VACANT UNITS	COMMENTS
3BR	3.00	2.00	1.00	100%	2,400.00	2,400.00	0.00	
Total/Average			**1.00**	**100%**	**2,400.00**	**2,400.00**	**0.00**	

ECONOMIC

	CONTRACT RENT			IN-PLACE RENT						
UNIT DESCRIPTION	LOW	HIGH	AVG	RECENT LEASING	LAST 90 DAYS	LAST 60 DAYS	LAST 30 DAYS	ASKING RENT	ASKING RENT PER SF	TOTAL ASKING RENT
3BR 3BR/2BA - 2,400 SF	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$3,000.00	$1.25	$3,000.00
Total/Average			**$0.00**					**$3,000.00**	**$1.25**	**$3,000.00**

Lease Summary

START DATE	TERM	SPACE TYPE	LESSEE	LESSEE TYPE	LEASE SF	ALTERNATE SF	EFF. RATE	RENT MEASURE	BASE ESC. TYPE	REIMB. METHOD	TI $/SF
5/27/2023	36	Retail	Tyson Frantz	Local	700		$32.57	$/SF/Yr	Fixed Steps	Triple Net	

Specific Lease Details: Tyson Frantz

Description of Premises

Rentable Area	700
Full Building Lease	No
Space Type	Retail

Lease Details

Lease Status	Signed Lease
Lease Signed Date	4/27/2023
Lease Start/Available Date	5/27/2023

Lease Expiration Date	5/26/2023
Term Of Lease (Months)	36
Lessor	Dorldor, Family & Limited P
Lessee	Tyson Frantz
Lessee Type	Local

Rates & Measures

Measure	$/SF/Yr
Face Rental Rate	$32.57
Effective Rental Rate	$32.57
Base Rent Escalation Type	Fixed Steps
Lease Reimbursement Method	Triple Net

Multifamily Lease Summary

NEWMARK

300 Market Street

300 Market Street

Location & Property Info

Property Name	300 Market Street
Property Type	Multifamily
Sub Type	Garden/Low-Rise
Major Market	PA - Philadelphia - Greater
Sub Market	Philadelphia - Greater
Address	300 Market Street, Philadelphia, PA 19106
County	Philadelphia
Country	USA
Location	Old City - Philadelphia
Latitude	39.94992830
Longitude	-75.14585880
MSA	Philadelphia-Camden-Wilmington, PA-NJ-DE-MD
Legal/Tax/Parcel ID	Tax ID: 882503600
Market Orientation	Urban
Verification Type	Secondary Verification
Verification Source	Philadelphia Public Records
Event ID	920386



Land Parcels

IMPORTED GROUP 1

NO.	ASSOCIATED APN(S)	CLASSIFICATION	LAND AREA (SF)	LAND AREA (ACRE(S))
1	Tax ID: 882503600	Usable Land Area	1,760	0.0404
		Total Gross Land Area	**1,760**	**0.0404**
Total Gross Land Area			**1,760**	**0.0404**
Total Usable Land Area			**1,760**	**0.0404**

Site Details

SUMMARY

Usable/Gross Ratio	1.00
Source Of Land Info	Philadelphia Public Record

SITE CHARACTERISTICS

PRIMARY STREET FRONTAGE

Frontage Street Name	Market Street and South 3rd Street
Frontage Feet	102
Traffic Control At Entry	Traffic Light
Traffic Flow	High
Accessibility Rating	Average
Visibility Rating	Good
Site Shape	Rectangular
Corner	Yes
Site Topography	Level with street

FLOOD ZONE ANALYSIS

FIRM Panel Number	4207570184H
Map Date	11/18/2015
Flood Zone Designation	• X

ZONING

Zoning Designation	CMX-3
Zoning Description	Commercial Mixed-Use

UTILITIES

Utilities	• Electricity • Gas • Sewer • Water

Improvement Details

BASIC CHARACTERISTICS

Number Of Buildings	1
Demised Unit Of Comparison	TBD
Number Of Demised Units	12
Gross Building Area (SF)	8,800
Rentable Area (SF)	8,800
Average Unit Size (SF)	733
Quality	Good
Condition	Good
Investment Class	Class B

AGE/LIFE DEPRECIATION ANALYSIS

Year Built	2017
Actual Age (Years)	5

FLOOR AREA ANALYSIS

Number Of Stories/Floors	4.00
Est. Ground Floor Area (GBA)	2,200
Floor Area Ratio (FAR)	5.000
Land To Building Ratio	0.20
Load Factor	100.0000%
Parking Description	None

CONSTRUCTION DETAILS

Construction Class	C
Foundation	Concrete
Construction Type	Steel frame
Exterior Walls	Brick
Roof Description	Flat roof

INTERIOR FINISH

Other	Painted drywall

Lease Availability Information

Survey Date	12/22/2022
Occupancy At Survey	100.00%

Unit Mix

PHYSICAL

UNIT TYPE NAME	BR	BA	UNITS	% OF TOTAL UNITS	UNIT SF	TOTAL SF	VACANT UNITS	COMMENTS
Total/Average			0.00			0.00	0.00	

ECONOMIC

	CONTRACT RENT			IN-PLACE RENT						
UNIT DESCRIPTION	LOW	HIGH	AVG	RECENT LEASING	LAST 90 DAYS	LAST 60 DAYS	LAST 30 DAYS	ASKING RENT	ASKING RENT PER SF	TOTAL ASKING RENT
0BR/0BA - 0 SF										
Total/Average										$0.00

Lease Summary

START DATE	TERM	SPACE TYPE	LESSEE	LESSEE TYPE	LEASE SF	ALTERNATE SF	EFF. RATE	RENT MEASURE	BASE ESC. TYPE	REIMB. METHOD	TI $/SF
11/1/2022	37	Retail	Hangry Joe's Hot Chicken		2,800		$29.14	$/SF/Yr	None	Triple Net	

Specific Lease Details: Hangry Joe's Hot Chicken

Description of Premises

Rentable Area	2,800
Full Building Lease	No
Space Type	Retail
Suite/Space Number	1st Floor

Lease Details

Lease Status	Signed Lease
Lease Signed Date	11/1/2022
Lease Start/Available Date	11/1/2022
Lease Expiration Date	12/31/2025
Term Of Lease (Months)	37
Lessor	300 Market Street LLC
Lessee	Hangry Joe's Hot Chicken

Rates & Measures

Measure	$/SF/Yr
Face Rental Rate	$29.14
Effective Rental Rate	$29.14
Base Rent Escalation Type	None
Lease Reimbursement Method	Triple Net

Retail Lease Summary

NEWMARK

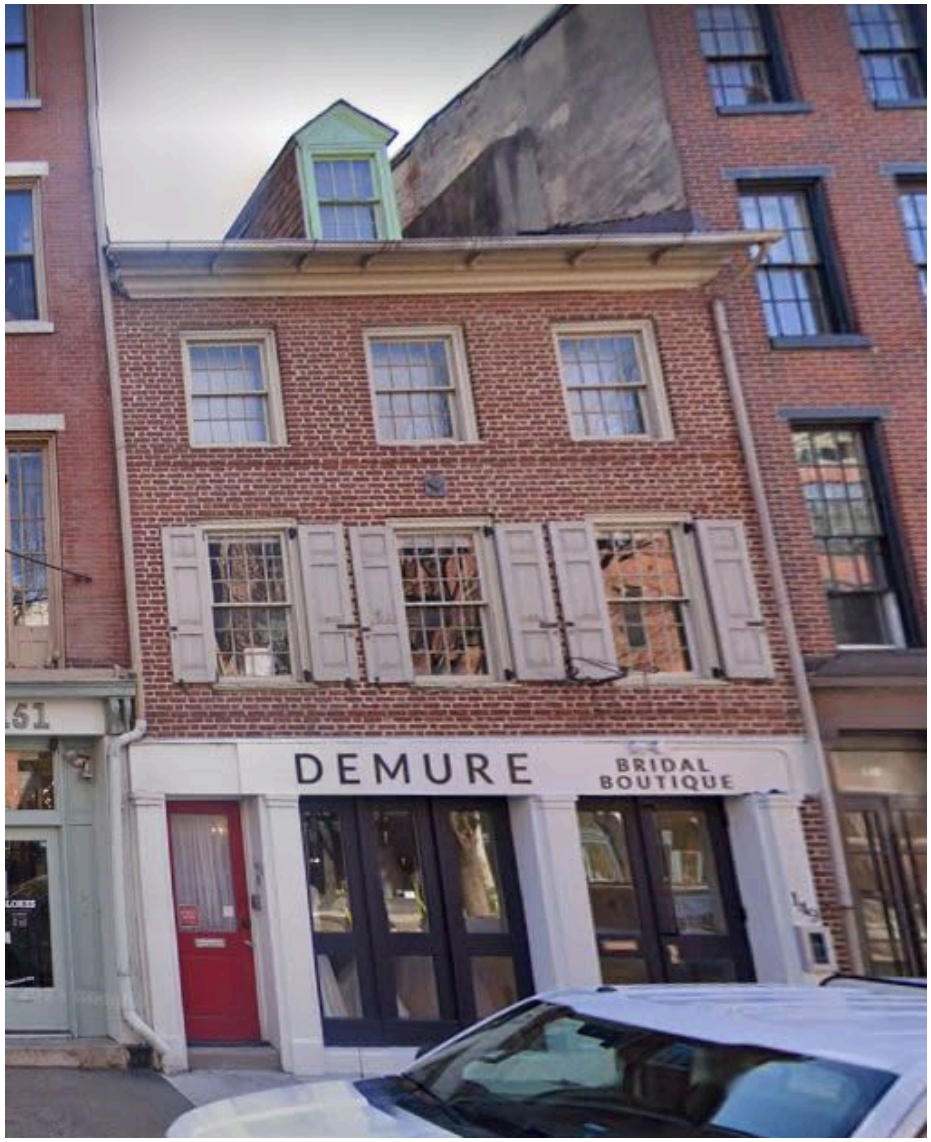
149 North 3rd Street

149 N 3rd St

Location & Property Info

Property Name	149 N 3rd St
Property Type	Retail
Sub Type	Other
Major Market	PA - Philadelphia - Greater
Sub Market	Philadelphia - Greater
Address	149 North 3rd Street, Philadelphia, PA 19106
County	Philadelphia
Country	USA
Latitude	39.95358000
Longitude	-75.14473000
MSA	Philadelphia-Camden-Wilmington-PA-NJ-DE
Legal/Tax/Parcel ID	871003350
Market Orientation	CBD
Event ID	940765

Lease Summary



Improvement Details

BASIC CHARACTERISTICS

Number Of Buildings	1
Rentable Area (SF)	2,209
Quality	Average
Condition	Average
Investment Class	Class B

AGE/LIFE DEPRECIATION ANALYSIS

Year Built	1920
Actual Age (Years)	102

Lease Availability Information

Survey Date 8/4/2022

START DATE	TERM	SPACE TYPE	LESSEE	LESSEE TYPE	LEASE SF	ALTERNATE SF	EFF. RATE	RENT MEASURE	BASE ESC. TYPE	REIMB. METHOD	TI $/SF
9/3/2022	144	Retail	Demure Bridal Boutique	Local	1,500		$23.16	$/SF/Yr		Triple Net	

Specific Lease Details: Demure Bridal Boutique

Description of Premises

Rentable Area	1,500
Full Building Lease	No
Space Type	Retail

Lease Details

Lease Status	Signed Lease
Lease Signed Date	8/4/2022
Lease Start/Available Date	9/3/2022
Term Of Lease (Months)	144
Lessee	Demure Bridal Boutique
Lessee Type	Local

Rates & Measures

Measure	$/SF/Yr
Face Rental Rate	$23.16
Effective Rental Rate	$23.16
Lease Reimbursement Method	Triple Net

Addendum F

Appraiser Qualifications and Licenses



Joseph D. Pasquarella

MAI, CRE

Senior Managing Director
Market Co-Leader – PA, WV, Southern New Jersey

t 215-587-6001
m 215-817-2766
joseph.pasquarella@nmrk.com

YEARS OF EXPERIENCE

50+

AREAS OF SPECIALTY

Valuation & Appraisal

Joseph D. Pasquarella MAI, CRE, is Senior Managing Director and Market Co-Leader for the Philadelphia based office of Newmark's Valuation & Advisory services platform. In this role, Pasquarella provides leadership of the valuation and advisory services operations as well as business development and oversees a team of appraisers with a market area that includes Pennsylvania, West Virginia the southern half of New Jersey.

Pasquarella has led numerous teams of experts in the valuation of portfolios of multiple properties throughout the United States. He has extensive experience in the valuation of major retail, office, and warehouse and distribution facilities as well as multifamily residences, parking garages, hotels and vacant land. Pasquarella's clients have included life insurance companies, financial institutions, investors, developers, pension fund advisors, law firms, accounting firms, Fortune 100 companies and government entities at all levels. In addition to appraisals, feasibility studies and portfolio valuations, Pasquarella has provided expert testimony for general litigation, ad valorem assessment appeals, bankruptcy, and land development.

Actively engaged in real estate valuation since 1973, Pasquarella began his real estate career in the real estate investment department of the Prudential Insurance Company of America. Pasquarella formed his valuation and advisory firm in 1980 focusing on the valuation of major investment properties for leading financial institutions and feasibility studies for major development property. Also, from 1973 to 1991, he served as an adjunct assistant professor of Real Estate at Temple University's Fox School of Business. Pasquarella was a founding father of Integra Realty Resources where he served on the board of directors from 1999 to 2013.

Additionally, Pasquarella is qualified as an expert witness in U.S. Bankruptcy Court; the Courts of Common Pleas in Montgomery and Philadelphia counties; and the Boards of Assessment Appeals in Bucks, Chester, Delaware, Montgomery and Philadelphia counties.

Pasquarella previously served as Chairman of the Pennsylvania Board of Certified Real Estate Appraisers where he is serving his second four-year term.

Professional Affiliations

– Former Chairman, Pennsylvania Board of Certified Real Estate Appraisers

Licenses and Designations

– MAI designation, Appraisal Institute
– CRE designation, the Counselors of Real Estate
– Certified general real estate appraiser in Pennsylvania, New Jersey and Delaware
  Licensed associate real estate broker, Commonwealth of Pennsylvania

Joseph D. Pasquarella

MAI, CRE

Education

Pasquarella earned his Master of Science degree in real estate from the Wisconsin School of Business at the University of Wisconsin–Madison and his Bachelor of Business Administration degree in real estate from the Fox School of Business and Management at Temple University. He has also successfully completed numerous real estate and valuation courses and seminars sponsored by the Appraisal Institute, accredited universities and others.

DISPLAY THIS CERTIFICATE PROMINENTLY • NOTIFY AGENCY WITHIN 10 DAYS OF ANY CHANGE

Commonwealth of Pennsylvania
Department of State
Bureau of Professional and Occupational Affairs
PO BOX 2649 Harrisburg PA 17105-2649

23 0030530

License Type
Certified General Appraiser

JOSEPH DENNIS PASQUARELLA
664 LEVERING STREET
BLUE BELL, PA, PA 19422

License Status
Active

Initial License Date
11/06/1991

License Number
GA000432L

Expiration Date
06/30/2025

Arion R. Claggett

Acting Commissioner Arion R. Claggett

Signature

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DISPLAY THIS CERTIFICATE PROMINENTLY • NOTIFY AGENCY WITHIN 10 DAYS OF ANY CHANGE

Commonwealth of Pennsylvania
Department of State
Bureau of Professional and Occupational Affairs
PO BOX 2649 Harrisburg PA 17105-2649

23 0467908

License Type
Certified Residential Appraiser

RONALD BIRKMIRE III
4547 WILDE ST
PHILADELPHIA, PA 19127

BUREAU OF PROFESSIONAL AND OCCUPATIONAL AFFAIRS
DEPARTMENT OF STATE

License Status
Active

Initial License Date
07/13/2021

License Number
RL140306

Expiration Date
06/30/2025

Arion R. Claggett

Acting Commissioner Arion R. Claggett

Signature

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