























Mortgaged Property Informa	tion
Number of Mortgaged Properties	1
Location (City/State)	Chicago, Illinois
Property Type	Office
Size (SF)	1,119,503
Total Occupancy as of 10/1/2016	86.7%
Owned Occupancy as of 10/1/2016	86.7%
Year Built / Latest Renovation	1971 / 2000, 2011-2015
Appraised Value	\$477,000,000
Underwritten Revenues Underwritten Expenses Underwritten Net Operating Income (NOI) Underwritten Net Cash Flow (NCF) Cut-off Date LTV Ratio <sup>(1)</sup> Maturity Date LTV Ratio <sup>(1)</sup>	\$42,284,293 \$17,493,124 \$24,791,170 \$23,112,676 27.3% 27.3%
DSCR Based on Underwritten NOI / NCF <sup>(1)</sup>	7.20x / 6.71x
Debt Yield Based on Underwritten NOI / NCF <sup>(1)</sup>	19.1% / 17.8%

Mortgage Loan Information								
Loan Seller		GSMC						
Cut-off Date Principal Balance	\$	\$100,000,000						
Cut-off Date Principal Balance per SF <sup>(1)</sup>		\$116.12						
Percentage of Initial Pool Balance		9.7%						
Number of Related Mortgage Loans		None						
Type of Security <sup>(2)</sup>	Fee Simple	& Leasehold						
Mortgage Rate		2.613350%						
Original Term to Maturity (Months)	60							
Original Amortization Term (Months)	NAP							
Original Interest Only Period (Months)		60						
Escrows								
	Upfront	Monthly						
Taxes	\$0	\$0						
Insurance	\$0	\$0						
Replacement Reserves	\$0	\$0						
TI/LC	\$0	\$0						
Other <sup>(3)</sup>	\$5,954,009	\$0						

#### Sources and Uses (estimated)

Sources	\$	%	Uses	\$	%
Senior Loan Amount	\$130,000,000	27.4%	Purchase Price	\$467,500,000	98.7%
Subordinate Companion Loan Amount	174,000,000	36.7	Reserves	5,954,009	1.3
Sponsor Equity Contribution	94,764,916	20.0	Closing Costs	310,907	0.1
Preferred Equity <sup>(4)</sup>	75,000,000	15.8			
Total Sources	\$473,764,916	100.0%	Total Uses	\$473,764,916	100.0%

- (1) Calculated based on the AMA Plaza Senior Loans.
- The collateral for the AMA Plaza Whole Loan includes the fee simple interest in certain floors of the office building at 330 North Wabash Avenue and the leasehold interest in the associated parking garage located at 401 North State Street. The collateral excludes the portion of 330 North Wabash Avenue that is owned by the Langham Hotel (floors 2-13 and a portion of the hotel lobby). The improvements at the AMA Plaza Property are owned in separate fee simple title air rights, parcels that are governed by a reciprocal easement agreement governing ingress and egress rights and other common areas.
- (3) Upfront other reserve represents reserve for unfunded obligations (approximately \$3.1 million for tenant improvements and approximately \$2.9 million for free rent). See "—Escrows" below
- (4) Metropolitan Life Insurance Company is the preferred equity investor. See "—Preferred Equity" below.
- The Mortgage Loan. The mortgage loan (the "AMA Plaza Loan") is part of a whole loan structure (the "AMA Plaza Whole Loan") comprised of two senior pari passu notes (note A-1 and note A-2, the "AMA Plaza Senior Loans") with an outstanding aggregate principal balance of \$130,000,000, one subordinate note B with an outstanding principal balance of \$101,600,000 (the "AMA Plaza Trust Subordinate Companion Loan B") and one initially controlling subordinate note C with an outstanding principal balance of \$72,400,000 (the "AMA Plaza Non-Trust Subordinate Companion Loan C" and, together with the AMA Plaza Trust Subordinate Companion Loan B, the "AMA Plaza Subordinate Companion Loans"). The AMA Plaza Non-Trust Subordinate Companion Loan C will be the initial controlling note. The AMA Plaza Whole Loan has an aggregate outstanding principal balance of \$304,000,000 and is secured by the borrower's fee simple interest in the office portion of AMA Plaza, an office property located in Chicago, Illinois, and leasehold interest in an adjacent parking garage (the "AMA Plaza Property"). The AMA Plaza Loan (evidenced by note A-1) has an outstanding principal balance as of the Cut-off Date of \$100,000,000 and represents approximately 9.7% of the Initial Pool Balance. The AMA Plaza Whole Loan will be serviced under the GSMS 2016-GS4 pooling and servicing agreement. The related noncontrolling pari passu companion loan (the "AMA Plaza Pari Passu Companion Loan") evidenced by note A-2, has an outstanding principal balance as of the Cut-off Date of \$30,000,000, and is expected to be contributed to one or more future securitization transactions. The AMA Plaza Trust Subordinate Companion Loan B will be an asset of the issuing entity but will not be pooled together with the other Mortgage Loans, and payments of interest and principal received in respect of the AMA Plaza Trust Subordinate Companion Loan B will be available to make distributions in respect of two loan specific classes of certificates only. The AMA Plaza Non-Trust Subordinate Companion Loan C will not be an asset of the issuing entity.

The AMA Plaza Whole Loan was originated by Goldman Sachs Mortgage Company on September 29, 2016. The AMA Plaza Loan has an initial interest rate of 2.613350% *per annum*, and the AMA Plaza Whole Loan has an initial weighted average interest rate of 3.5255% *per annum*. The borrower utilized the proceeds of the AMA Plaza Whole Loan to acquire the AMA Plaza Property, fund reserves and pay origination costs.

See the AMA Plaza total debt capital structure table below. The relationship among the holders of the AMA Plaza Loan and the related companion loans is governed by a co-lender agreement as described under "Description of the Mortgage Pool—The Whole Loans—AMA Plaza Whole Loan" in the Prospectus.

The AMA Plaza Whole Loan had an initial term of 60 months and has a remaining term of 59 months as of the Cut-off Date. The AMA Plaza Whole Loan requires interest only payments during its term. The scheduled maturity date of the AMA Plaza Whole Loan is the due date in October 2021. Voluntary prepayment of the AMA Plaza Whole Loan is prohibited prior to the due date in June 2021. Provided no event of default under the related loan documents has occurred and is continuing, at any time prior to the maturity date and after the earlier to occur of (i) the second anniversary of the closing date of the securitization into which the last piece of the AMA Plaza Whole Loan is deposited and (ii) the third anniversary of the origination of the AMA Plaza Whole Loan, the AMA Plaza Whole Loan may be defeased with certain direct, non-callable obligations of the United States of America or other obligations which are "government securities" permitted under the related loan documents.

#### **AMA Plaza Total Debt Capital Structure**

				Interest Rate	Cumulative Cut-off Date Balance	Cumulative Amount Per SF	Cumulative Cut-off Date LTV Ratio	Underwritten NOI / NCF Debt Yield	Underwritten NOI / NCF DSCR
ole Loan Senior Loans	Sellior Loalis	AMA Plaza Loan \$100,000,000 Note A-1 (included in the GS4 "pooled certificates")	AMA Plaza Pari Passu Companion Loan \$30,000,000 Note A-2	2.613350%	\$130,000,000	\$116.12	27.3%	19.1% / 17.8%	7.20x / 6.71x
AMA Plaza Whole Loan	Subor diliate Loans	AMA Plaza Trust Subordinate Con \$101,600,000 Note B ("Ioan specific certificate	Note B		\$231,600,000	\$206.88	48.6%	10.7% / 10.0%	3.48x / 3.24x
iprodus	annon a	AMA Plaza Non-Trust Subordinate Loan C \$72,400,000 Note C <sup>(2)</sup>	Companion	5.100000%	\$304,000,000	\$271.55	63.7%	8.2% / 7.6%	2.28x / 2.13x
		AMA Plaza Preferred Equity \$75,000,000		NAP	NAP	\$338.54	NAP	NAP	NAP
		Implied Borrower Sponsor E \$98,000,000	quity <sup>(3)</sup>	NAP	NAP	\$426.08	NAP	NAP	NAP

<sup>(1)</sup> Represents the approximate initial weighted average interest rates of the underlying loan components.

<sup>(2)</sup> The AMA Plaza Non-Trust Subordinate Companion Loan C is held initially by SHBNPP Global Professional Investment Type Private Real Estate Investment Trust No. 6. (3) Implied borrower sponsor equity is based on the Appraised Value of \$477,000,000.

The Mortgaged Property. The AMA Plaza Property is a 52-story, Class A, Chicago office building of which the office portion comprises approximately 1,119,503 SF of rentable area located in the River North submarket of Chicago. The collateral excludes the portion of the building that is owned by the Langham Hotel (floors 2-13 and a portion of the hotel lobby). The collateral includes the leasehold interest in a 902 space parking garage, which is located adjacent to the AMA Plaza Property and is available to both tenants and the public. Located in downtown Chicago on the bank of the Chicago River between North State Street, Wabash Avenue, and West Kinzie Street, the riverfront location allows the AMA Plaza Property access to transportation and views of the Chicago River, Lake Michigan, and the downtown Chicago skyline. AMA Plaza is located on 1.6 acres in the River North submarket of Chicago. The AMA Plaza Property is a LEED Gold Certified multi-tenant office space situated above the separately owned 316-room, luxury Langham Hotel (opened July 2013). The AMA Plaza Property was designated as a landmark by the City of Chicago and received a Class L real estate tax designation by Cook County which is offered in order to encourage the preservation and rehabilitation of landmark commercial, industrial, and income-producing not-for-profit buildings. Owners can have their property tax assessment levels reduced for a 12-year period provided they invest at least half of the value of the landmark building in an approved rehabilitation project. The abatement allows the AMA Plaza Property to benefit from taxes at less than half of a full assessment for a 12-year period starting with the 2014 tax bill. The AMA Plaza Property will be assessed at 10% of market value for 2014-2024, 15% in 2025, and 20% in year 2026, before returning to the market assessment level of 25% thereafter.

The 52-story AMA Plaza Property was designed by architect Ludwig Mies van der Rohe (who also designed the Seagram Building in New York City and the National Gallery Berlin) and was originally built in 1971 as IBM's Chicago headquarters. From 2006-2014 the building was completely redeveloped through a \$73.7 million base-building capital expenditure plan. At the same time, floors 2-13 of the AMA Plaza Property were sold to the Langham Hotel and converted into a five-star luxury hotel which was ranked #3 on a Top 25 Hotels in the United States report in 2014. The hotel portion of the building is not part of the collateral. As part of the renovation, the AMA Plaza Property received a full mechanical upgrade, substantial corridor and restroom renovations, along with a new conference center including audio and visual technology for use by tenants.

Following the AMA Plaza Property's renovation, the prior owner signed anchor leases to major tenants at the AMA Plaza Property including the American Medical Association, Latham & Watkins, and SmithBucklin Corporation along with other smaller leases. Since year-end 2012, average rental rates in the River North submarket have grown approximately 19% as demand in this market has grown, driving rents, and absorbing vacancy. According to the appraiser, rents at the AMA Plaza Property are approximately 9.9% below market levels.

The AMA Plaza Property is subject to certain land use restrictions and is owned in separate fee simple air rights parcels that are described via metes and bounds legal descriptions. The AMA Plaza Property is governed by an Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements between the borrower and the Langham Hotel.

Prior to IBM vacating their remaining space at 330 North Wabash Avenue in the third quarter of 2006, occupancy at the building was approximately 88% and subsequently fell to approximately 67% in 2007. In 2010, upon the expiration of Jenner & Block's lease, occupancy fell below 50%. From 2010 through 2013, the AMA Plaza Property received approximately \$59 million in renovations, including renovations to the base building, common areas, mechanical elements, and tenant spaces. In early 2013, SmithBucklin Corporation (115,129 SF) took occupancy, followed by the American Medical Association (289,452 SF) later in 2013. Latham & Watkins (143,475 SF) took occupancy in mid-2014, bringing the occupancy of the AMA Plaza Property up to approximately 94%.

The AMA Plaza Property is leased to approximately 20 tenants and it is anchored by the American Medical Association ("AMA", 35.1% of underwritten base rent), Latham & Watkins (AM Law Top 100, 15.6% of underwritten base rent), and SmithBucklin Corporation (10.1% of underwritten base rent). These top three tenants by base rent have an average remaining lease term of more than 11 years and the option to extend thereafter. Across all tenants at the AMA Plaza Property, there is an average lease term of 9.9 years, with only 4.0% of tenants scheduled to roll during the loan term based on square footage. As of October 1, 2016, the Total Occupancy and Owned Occupancy at the AMA Plaza Property were both 86.7%. Occupancy excludes approximately 104,143 SF currently leased to tenants that are in occupancy but are not expected to renew.

The following table presents certain information relating to office and retail tenants at the AMA Plaza Property:

#### Ten Largest Tenants Based on Underwritten Base Rent

					UW Base		
Tenant Name	Tenant GLA	% of GLA	UW Base Rent	% of Total UW Base Rent	Rent \$ per SF	Lease Expiration	Renewal / Extension Options
American Medical Association <sup>(1)</sup>	289,452	25.9%	\$8,388,319	35.1%	\$28.98	8/31/2028	2, 5-year options
Latham & Watkins	143,475	12.8	3,734,654	15.6	26.03	3/31/2029	2, 5-year options
SmithBucklin Corporation (2)	115,129	10.3	2,417,709	10.1	21.00	12/31/2027	1, 5-year option
BDO USA	66,540	5.9	1,927,834	8.1	28.97	7/31/2027	1, 5-year option
Swanson Martin & Bell	78,935	7.1	1,308,343	5.5	16.57	5/31/2022	1, 5-year option
Burke Warren	58,676	5.2	1,295,445	5.4	22.08	12/31/2024	1, 5-year option
Enlivant	30,422	2.7	855,620	3.6	28.13	11/30/2025	1, 5-year option
Thornton Tomasetti	30,709	2.7	693,785	2.9	22.59	12/31/2023	1, 5-year option
Aronberg Goldgehn	31,455	2.8	676,283	2.8	21.50	4/30/2023	1, 5-year option
Patton & Ryan	23,252	2.1	674,308	2.8	29.00	1/31/2024	N/A
Ten Largest Tenants	868,045	77.5%	\$21,972,299	91.8%	\$25.31		
Remaining Tenants	103,062	9.2	1,956,243	8.2	18.98		
Vacant Space	148,396	13.3	0	0.0	0.00		
Totals / Wtd. Avg. Tenants	1,119,503	100.0%	\$23,928,542	100.0%	\$24.64		

<sup>(1)</sup> American Medical Association has a one-time right to terminate its lease in September 2025.

The following table presents certain information relating to the lease rollover schedule based on initial lease expiration dates:

### Lease Expiration Schedule<sup>(1)</sup>

Year Ending December 31,	Expiring Owned GLA	% of Owned GLA	Cumulative % of Owned GLA	UW Base Rent <sup>(2)</sup>	% of Total UW Base Rent	UW Base Rent \$ per SF	# of Expiring Leases
MTM	0	0.0%	0.0%	\$0	0.0%	\$0.00	0
2016	0	0.0	0.0%	0	0.0	0.00	0
2017	10,124	0.9	0.9%	107,922	0.5	10.66	1
2018	15,161	1.4	2.3%	345,699	1.4	22.80	2
2019 <sup>(2)</sup>	6,526	0.6	2.8%	0	0.0	0.00	1
2020	12,791	1.1	4.0%	480,704	2.0	37.58	2
2021	0	0.0	4.0%	0	0.0	0.00	0
2022	78,935	7.1	11.0%	1,308,343	5.5	16.57	1
2023	62,164	5.6	16.6%	1,370,067	5.7	22.04	2
2024	118,475	10.6	27.2%	2,766,951	11.6	23.35	5
2025	30,422	2.7	29.9%	855,620	3.6	28.13	1
2026	7,339	0.7	30.5%	224,720	0.9	30.62	1
2027 & Thereafter (3)	629,170	56.2	86.7%	16,468,516	68.8	26.17	8
Vacant	148,396	13.3	100.0%	0	0.0	0.00	0
Total / Wtd. Avg.	1,119,503	100.0%		\$23,928,542	100.0%	\$24.64	24

<sup>(1)</sup> Calculated based on approximate square footage occupied by each tenant.

<sup>(2)</sup> SmithBucklin Corporation has a one-time right to terminate its lease, with 12 months' notice, in June 2025.

<sup>(2)</sup> Includes Riverview Realty Partners (6,526 SF), with no base rent attributed.
(3) Includes a fitness center (5,234 SF), café (Compass Group) (4,280 SF), management office (3,516 SF) and a conference center (1,544 SF) with no underwritten base rent attributed.

The following table presents certain information relating to historical occupancy at the AMA Plaza Property:

## Historical Leased %(1)

				As of	
2013	2014	2015	TTM 6/30/2016	10/1/2016	
61.6%	89.7%	94.6%	93.4%	86.7%	•

<sup>(1)</sup> As provided by the borrower and reflects average occupancy for the indicated year ended December 31 unless specified otherwise.

Operating History and Underwritten Net Cash Flow. The following table presents certain information relating to historical operating performance and the Underwritten Net Cash Flow at AMA Plaza Property:

### Cash Flow Analysis<sup>(1)</sup>

	2013	2014	2015	TTM 6/30/2016	Underwritten <sup>(2)</sup>	Underwritten \$ per SF
Base Rental Revenue	\$11,496,477	\$20,901,625	\$22,738,998	\$23,071,662	\$23,928,542	\$21.37
Other Rental Revenue	264,089	297,054	290,757	228,334	228,334	0.20
Total Reimbursement Revenue	6,724,066	5,914,893	9,692,173	12,594,528	13,993,449	12.50
Mkt. Revenue from Vacant Units	0	0	0	0	5,943,372	5.31
Parking Revenue	1,887,026	2,436,018	2,898,502	2,840,362	2,840,362	2.54
Other Revenue <sup>(3)</sup>	1,042,647	1,528,881	1,234,654	1,293,606	1,293,606	1.16
Gross Revenue	\$21,414,305	\$31,078,470	\$36,855,084	\$40,028,492	\$48,227,665	\$43.08
Vacancy Loss	0	0	0	0	(5,943,372)	(5.31)
Effective Gross Revenue	\$21,414,305	\$31,078,470	\$36,855,084	\$40,028,492	\$42,284,293	\$37.77
Real Estate Taxes	4,027,913	2,678,616	5,881,078	5,723,205	5,146,661	4.60
Insurance	312,944	279,601	213,522	193,505	226,300	0.20
Utilities	2,992,557	2,688,334	2,653,248	2,563,548	2,563,548	2.29
Repairs & Maintenance	3,204,457	3,062,878	3,119,620	2,939,492	2,939,492	2.63
Janitorial	1,389,300	1,946,418	2,074,458	2,098,312	2,098,312	1.87
Management Fee <sup>(4)</sup>	578,630	582,524	897,086	1,241,602	1,000,000	0.89
Payroll (Office, Security, Maintenance)	887,423	909,421	904,121	892,527	892,527	0.80
Advertising	106,069	113,348	91,792	90,088	90,088	0.08
Professional Fees	431,692	371,131	331,781	322,708	322,708	0.29
Other Expenses	1,991,923	1,943,554	1,969,701	1,992,824	1,992,824	1.78
Ground Rent	220,664	220,664	220,664	220,664	220,664	0.20
Total Operating Expenses	16,143,571	14,796,490	18,357,072	18,278,475	17,493,124	15.63
Net Operating Income	\$5,270,735	\$16,281,980	\$18,498,011	\$21,750,017	\$24,791,170	\$22.14
Tenant Improvements	0	0	0	0	699,309	0.62
Leasing Commissions	0	0	0	0	699,309	0.62
Replacement Reserves	0	0	0	0	279,876	0.25
Net Cash Flow	\$5,270,735	\$16,281,980	\$18,498,011	\$21,750,017	\$23,112,676	\$20.65

Certain items such as straight line rent, interest expense, interest income, lease cancellation income, depreciation, amortization, free rent, debt service payments and any other nonrecurring or non-operating items were excluded from the historical presentation and are not considered for the underwritten cash flow. Underwritten cash flow is based on contractual rents as of October 2016 and contractual rent steps through October 2017. TTM Other Revenue includes antenna income and other miscellaneous rental income.

Underwritten management fee equal to 3.0% of Gross Revenues, capped at \$1,000,000.

- Appraisal. According to the appraisal, the AMA Plaza Property had a total "as-is" appraised value of \$477,000,000 as of September 6, 2016, which is comprised of (i) a "market value as-is" of \$441,000,000 and (ii) a "Class L tax benefit as-is basis" value of \$36,000,000. The AMA Plaza Property was declared a City of Chicago landmark in 2008.
- Environmental Matters. According to a Phase I environmental report, dated September 1, 2016, and an addendum dated September 13, 2016, there are no recognized environmental conditions or recommendations for further action at the AMA Plaza Property.
- Market Overview and Competition. The AMA Plaza Property is located in the Chicago's River North submarket. As of the first quarter of 2016, the River North submarket contained 13.9 million of office SF equating to 11.0% of the total Chicago's central business district ("CBD") inventory.

According to the appraisal, the overall Class A River North asking direct market rental rate is \$43.81 per SF. The following table presents certain information regarding the Chicago CBD Office Market as of the first quarter of 2016.

### Chicago CBD Office Market<sup>(1)</sup>

River North	Central Loop	West Loop	East Loop	Michigan Avenue	Market District	Far West Loop	Total
13,929,070	36,247,671	44,629,803	21,101,886	7,916,630	1,205,978	2,039,781	127,070,819
12.0%	12.0%	13.1%	14.6%	13.4%	9.2%	11.6%	12.9%
11.0%	11.1%	11.7%	14.3%	12.6%	5.0%	11.6%	11.9%
184,851	400,794	605,228	180,030	87,887	0	2,450	1,461,240
(8,156)	65,117	8,506	168,840	78,890	(3,022)	(17,766)	292,409
18,044	44,895	36,079	161,474	49,378	(3,022)	(17,766)	289,082
\$38.74	\$33.66	\$38.07	\$33.56	\$34.58	\$32.73	25.35	\$35.61
\$43.81	\$40.27	\$42.24	\$38.92	\$38.18	\$39.50	N/A	\$41.12
	13,929,070 12.0% 11.0% 184,851 (8,156) 18,044 \$38.74	River North         Loop           13,929,070         36,247,671           12.0%         12.0%           11.0%         11.1%           184,851         400,794           (8,156)         65,117           18,044         44,895           \$38.74         \$33.66	River North         Loop         West Loop           13,929,070         36,247,671         44,629,803           12.0%         12.0%         13.1%           11.0%         11.1%         11.7%           184,851         400,794         605,228           (8,156)         65,117         8,506           18,044         44,895         36,079           \$38.74         \$33.66         \$38.07	River North         Loop         West Loop         East Loop           13,929,070         36,247,671         44,629,803         21,101,886           12.0%         12.0%         13.1%         14.6%           11.0%         11.1%         11.7%         14.3%           184,851         400,794         605,228         180,030           (8,156)         65,117         8,506         168,840           18,044         44,895         36,079         161,474           \$38.74         \$33.66         \$38.07         \$33.56	River North         Central Loop         West Loop         East Loop         Michigan Avenue           13,929,070         36,247,671         44,629,803         21,101,886         7,916,630           12.0%         12.0%         13.1%         14.6%         13.4%           11.0%         11.1%         11.7%         14.3%         12.6%           184,851         400,794         605,228         180,030         87,887           (8,156)         65,117         8,506         168,840         78,890           18,044         44,895         36,079         161,474         49,378           \$38.74         \$33.66         \$38.07         \$33.56         \$34.58	River North         Central Loop         West Loop         East Loop         Michigan Avenue         Market District           13,929,070         36,247,671         44,629,803         21,101,886         7,916,630         1,205,978           12.0%         12.0%         13.1%         14.6%         13.4%         9.2%           11.0%         11.1%         11.7%         14.3%         12.6%         5.0%           184,851         400,794         605,228         180,030         87,887         0           (8,156)         65,117         8,506         168,840         78,890         (3,022)           18,044         44,895         36,079         161,474         49,378         (3,022)           \$38.74         \$33.66         \$38.07         \$33.56         \$34.58         \$32.73	River North         Central Loop         West Loop         East Loop         Michigan Avenue         Market District         Far West Loop           13,929,070         36,247,671         44,629,803         21,101,886         7,916,630         1,205,978         2,039,781           12.0%         12.0%         13.1%         14.6%         13.4%         9.2%         11.6%           11.0%         11.1%         11.7%         14.3%         12.6%         5.0%         11.6%           184,851         400,794         605,228         180,030         87,887         0         2,450           (8,156)         65,117         8,506         168,840         78,890         (3,022)         (17,766)           18,044         44,895         36,079         161,474         49,378         (3,022)         (17,766)           \$38.74         \$33.66         \$38.07         \$33.56         \$34.58         \$32.73         25.35

Source: Appraisal.

The appraiser identified 6 comparable properties that exhibited a net rental range of \$21.00 per SF to \$41.00 per SF and a weighted average occupancy rate of approximately 94.3% for direct space. The following table presents certain information relating to the primary competition for the AMA Plaza Property:

# Competitive Set<sup>(1)</sup>

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	AMA Plaza Property	300 North LaSalle Street	Mesirow Financial Building	321 North Clark Street	333 West Wacker Drive	225 West Wacker Drive	77 West Wacker Drive
Class	A	A	Α	A	A	A	A
Stories	52	60	47	35	36	31	51
Year Built	1971	2009	2009	1987	1983	1989	1992
Size (SF)	1,119,503	1,302,901	1,184,255	896,502	867,821	650,812	959,258
Occupancy	86.7%	98.7%	95.3%	96.1%	95.5%	89.1%	89.5%
Net Rental Rate per SF <sup>(2)</sup>	\$30.25 - \$31.85	\$37.00 - \$41.00	\$34.00 - \$35.00	\$24.00 - \$27.00	\$21.00 - \$25.00	\$23.00 - \$27.00	\$28.00 - \$36.00
Gross Rent per SF <sup>(2)</sup>	\$44.83 - \$47.37	\$61.69 - \$65.69	\$53.00 - \$54.00	\$41.08 - \$44.08	\$36.72 - \$40.72	\$41.19 - \$45.19	\$46.56 - \$54.56

<sup>(1)</sup> Source: Appraisal

<sup>(2)</sup> Includes tenants that have executed a new lease in 2015 or 2016 at the AMA Plaza Property.

- The Borrower. The borrower is BCSP 330 North Wabash Property LLC, a single-purpose, single-asset entity. Legal counsel to the borrower delivered a non-consolidation opinion in connection with the origination of the AMA Plaza Whole Loan. The non-recourse carveout guarantor under the AMA Plaza Whole Loan is BCSP VII Investments, L.P., an indirect owner of the borrower.
  - Formed in 2014, Beacon Capital Strategic Partners VII, L.P., with its sister investment vehicle, is a real estate investment vehicle that specializes in office investments in major urban markets across the US. It closed its first investment in 2014 and as of September 30, 2016, has an interest in 11 properties totaling 6.0 million SF located primarily in New York, Boston, Chicago, Seattle and California. As of September 30, 2016, the fund had total assets of approximately \$1.5 billion and \$768.2 million of uncalled commitments. Beacon's Chicago holdings include 515 North State Street (651,500 SF) and One North Dearborn (832,000 SF).
- Escrows. On the origination date, the borrower funded an unfunded obligations reserve of \$5,954,009 for unfunded tenant improvements for BDO USA, Patton and Ryan, Thornton Tomasetti and Enlivant for (\$3,080,955) and free rent attributable to various tenants (\$2,873,054).
  - On each due date during the continuance of an AMA Plaza Trigger Period, the related loan documents require (i) a tax, ground rent and insurance reserve in an amount equal to one-twelfth of the amount that the lender reasonably estimates will be necessary to pay taxes, ground rent and insurance premiums over the then succeeding 12-month period; unless, in the case of insurance reserves, the AMA Plaza Property is insured under a blanket policy in accordance with the related loan documents (ii) a tenant improvements and leasing commissions reserve equal to \$93,292 and (iii) a capital expenditure reserve equal to \$23,323.
  - An "AMA Plaza Trigger Period" means any period (i) commencing with the fiscal quarter ending June 2017 during which the debt yield (as calculated under the related loan documents) for two consecutive fiscal quarters is less than 6.25% and ending when the debt yield for two consecutive fiscal quarters thereafter is equal to or greater than 6.25% or (ii) commencing 10 business days following the borrower's receipt of written notice of its failure to deliver monthly, quarterly or annual financial reports, and ending when such reports are delivered and they indicate that no other AMA Plaza Trigger Period is ongoing. The borrower has the right to prevent an AMA Plaza Trigger Period reasonably expected to commence within 90 days or terminate an ongoing AMA Plaza Trigger Period by partially defeasing the AMA Plaza Whole Loan pursuant to the related loan documents.
- Lockbox and Cash Management. The AMA Plaza Whole Loan is structured with a hard lockbox and springing cash management. The related loan documents require the borrower to direct tenants to pay rent directly to a lender-controlled lockbox account and all cash revenues relating to the AMA Plaza Property and all other money received by the borrower or property manager with respect to the AMA Plaza Property (other than tenant termination fees and tenant security deposits) are required to be deposited into the lockbox account within two business days after receipt. For so long as no AMA Plaza Trigger Period or event of default under the AMA Plaza Whole Loan is continuing, all amounts in the lockbox account will be swept on each business day into a borrower-controlled operating account. During an AMA Plaza Trigger Period or during the continuance of an event of default under the AMA Plaza Whole Loan, all amounts in the lockbox account will be swept on each business day to a lender-controlled cash management account.

On each due date during an AMA Plaza Trigger Period or, at the lender's discretion, during the continuance of an event of default under the AMA Plaza Whole Loan, the loan documents require that all amounts on deposit in the cash management account, in excess of the amount required on such due date to pay debt service, required reserves and budgeted operating expenses, be held as additional collateral for the AMA Plaza Whole Loan.

- Property Management. The AMA Plaza Property is currently managed by BCSP VII Property Management LLC. Under the related loan documents, the AMA Plaza Property is required to remain managed by BCSP VII Property Management LLC or any other management company specified in the related loan documents or approved by the lender and with respect to which Rating Agency Confirmation has been received. The lender has the right to replace, or require the borrower to replace, the property manager with a property manager selected by the borrower, subject to lender's reasonable approval (i) during the continuance of an event of default under the AMA Plaza Whole Loan, (ii) following any foreclosure, conveyance in lieu of foreclosure or other similar transaction, (iii) during the continuance of a material default by the property manager under the management agreement (after the expiration of any applicable notice and/or cure periods), (iv) if the property manager files for or is the subject of a petition in bankruptcy or (v) if a trustee or receiver is appointed for the property manager's assets or the property manager makes an assignment for the benefit of its creditors or is adjudicated insolvent.
- **Ground Lease.** The borrower is a tenant under a ground lease with an unrelated third party underlying a portion of the AMA Plaza Property used as a parking garage (the "**AMA Plaza Property Ground Lease**"). The AMA Plaza Property Ground Lease commenced on May 1, 1969 and has an expiration date of April 30, 2044, with one tenant option to extend to April 30, 2059. The current annual rent is \$220,664 for the period beginning March 1, 2003 and ending April 30, 2019 and is subject to adjustment for each extension term. The ground rent for the period beginning May 1, 2019 and ending April 30, 2044 is to be agreed upon prior to the commencement of such period, by agreement of the parties or an appraisal process and if determined through an appraisal process, annual ground rent for the 25 year period from May 1, 2019 to April 30, 2044 will equal 5.5% of the then appraised value of the land (exclusive of buildings and other improvements).
- Mezzanine or Secured Subordinate Indebtedness. Not permitted.
- Preferred Equity. BCSP 330 North Wabash JV LLC, the indirect parent of the related borrower, has issued preferred equity in the amount of \$75,000,000 with a preferred annual rate of return, compounded monthly, equal to 9% per annum (or in the case of an event of default, 14% per annum). The final, mandatory redemption date is required to be the earliest of (i) October 1, 2023 (subject to one, one-year extension) or (ii) the maturity date of the AMA Plaza Whole Loan and (iii) the date of delivery of a demand notice by the preferred equity holder following an event of default under the preferred equity documents.
- Terrorism Insurance. So long as TRIPRA or a similar or similar subsequent statute is in effect, the borrower is required to maintain terrorism insurance for foreign and domestic acts (as those terms are defined in TRIPRA or a similar or similar subsequent statute) in an amount equal to the full replacement cost of the AMA Plaza Property (plus 18 months of business interruption coverage). If TRIPRA or a similar or similar subsequent statute is not in effect, then provided that terrorism insurance is commercially available, the borrower will be required to carry terrorism insurance throughout the term of the AMA Plaza Whole Loan as described in the preceding sentence, but in that event the borrower will not be required to spend more than two times the amount of the insurance premium that is payable at that time in respect of the property and business interruption/rental loss insurance required under the related loan documents (without giving effect to the cost of terrorism, flood and earthquake components of such property and business interruption/rental loss insurance), and if the cost of terrorism insurance exceeds such amount, then the borrower will be required to purchase the maximum amount of terrorism insurance available with funds equal to such amount. In either such case, terrorism insurance may not have a deductible in excess of \$100,000. The required terrorism insurance may be included in a blanket policy, provided that the borrower provides evidence satisfactory to the lender that the insurance premiums for the AMA Plaza Property are separately allocated to the AMA Plaza Property and that the policy will provide the same protection as a separate policy. See "Risk Factors—Terrorism Insurance May Not Be Available for All Mortgaged Properties" in the Prospectus.