



**Writer Square
(Office Portion)**

10	1000 Blue Moon Digital 12,294 SF Exp 9/30/2024			
9	925 Blue Moon Digital 1,470 SF Exp 9/30/2024	930 Advantage Integrated Solution 3,593 SF Exp 12/31/2018	940 Global Employment Solutions, Inc. 2,583 SF Exp 6/30/2018	950 Blue Moon Digital 5,031 SF Exp 9/30/2024
8	800 Blue Moon Digital 12,294 SF Exp 9/30/2024			
7	700 Booking.com 6,214 SF Exp 5/9/2019	710 JVA, Inc. 1,913 SF Exp 10/31/2020	730 Fisher & Suhr PC 2,408 SF Exp 9/30/2017	750 Frontline Source Group, Inc. 1,573 SF Exp 3/31/2020
6	600 Brown Kaplan Gold LLC 3,493 SF Exp 1/31/2018	650 Roberts Levin Rosenberg PC 8,742 SF Exp 11/30/2018		
5	540 3 Bear Energy, LLC 8,231 SF Exp 5/31/2019			550 Rampart Energy Company 4,049 SF Exp 8/31/2018
4	400 Medlogix 4,951 SF Exp 6/30/2021	430 Vacant 1,539 SF	450 Baldwin, Morgan & Rider 5,596 SF Exp 3/31/2021	
3	300 Hall Render Killian Heath & Lymann 7,207 SF Exp 12/31/2020		325 Promontory Financial Group 3,418 SF Exp 5/31/2021	330 Vacant 1,660 SF
2	200 Kelly & Walker, LLC 6,279 SF Exp 5/31/2022		210 HM Capital Group 1,269 SF Exp 3/31/2019	250 Vacant 4,732 SF
1	100 Etkin Johnson Real Estate 8,967 SF Exp 8/31/2020			150 Nexus BSP 3,646 SF Exp 3/31/2023

VACANT

2017 – 2018

2019 – 2021

2022 – 2023

2024+







Mortgaged Property Information		Mortgage Loan Information	
Number of Mortgaged Properties	1	Loan Seller	GSMC
Location (City/State)	Denver, Colorado	Cut-off Date Principal Balance	\$59,622,561
Property Type	Mixed Use	Cut-off Date Principal Balance per SF	\$329.94
Size (SF)	180,705	Percentage of Initial Pool Balance	5.6%
Total Occupancy as of 1/24/2017 ⁽¹⁾	88.1%	Number of Related Mortgage Loans	None
Owned Occupancy as of 1/24/2017 ⁽¹⁾	88.1%	Type of Security	Fee Simple
Year Built / Latest Renovation	1980 / 2016	Mortgage Rate	5.0985%
Appraised Value	\$95,500,000	Original Term to Maturity (Months)	120
		Original Amortization Term (Months)	NAP
		Original Interest Only Period (Months)	120
		Escrows	
Underwritten Revenues	\$7,941,395	Taxes	Upfront \$0 Monthly \$0
Underwritten Expenses	\$2,887,381	Insurance	\$0 \$0
Underwritten Net Operating Income (NOI)	\$5,054,014	Replacement Reserves	\$0 \$0
Underwritten Net Cash Flow (NCF)	\$4,777,459	TI/LC	\$0 \$0
Cut-off Date LTV Ratio	62.4%	Other	\$0 \$0
Maturity Date LTV Ratio	62.4%		
DSCR Based on Underwritten NOI / NCF	1.64x / 1.55x		
Debt Yield Based on Underwritten NOI / NCF	8.5% / 8.0%		

Sources and Uses					
Sources	\$	%	Uses	\$	%
Loan Amount	\$59,622,561	62.2%	Purchase Price	\$95,275,000	99.4%
Principal's New Cash Contribution	36,222,434	37.8	Closing Costs	569,995	0.6
Total Sources	\$95,844,995	100.0%	Total Uses	\$95,844,995	100.0%

(1) Total Occupancy and Owned Occupancy include 12,294 SF of space that Blue Moon Digital is building out on the 10th floor (suite 1000), with an anticipated rent commencement date of June 17, 2017. We cannot assure you that the tenant will take occupancy or begin paying rent as anticipated or at all. Total Occupancy and Owned Occupancy excluding this space are both 81.3%.

- **The Mortgage Loan.** The mortgage loan (the “**Writer Square Loan**”) is evidenced by a note in the original principal amount of \$59,622,561 and is secured by a first mortgage encumbering the borrowers’ fee simple interest in a mixed use property located in Denver, Colorado (the “**Writer Square Property**”). The Writer Square Loan was originated by Goldman Sachs Mortgage Company on December 9, 2016 and represents approximately 5.6% of the Initial Pool Balance. The note evidencing the Writer Square Loan has an outstanding principal balance as of the Cut-off Date of \$59,622,561 and an interest rate of 5.0985% *per annum*. The borrowers utilized the proceeds of the Writer Square Loan to acquire the Writer Square Property and pay origination costs.

The Writer Square Loan had an initial term of 120 months and has a remaining term of 118 months as of the Cut-off Date. Voluntary prepayment of the Writer Square Loan is permitted on and after the due date in October 2026 without payment of any yield maintenance or prepayment premium. The Writer Square Loan requires interest only payments on each due date through the scheduled maturity date in January 2027. The Writer Square Loan may be voluntarily prepaid in whole on or after the first due date following the second anniversary of the securitization Closing Date with the payment of a prepayment fee equal to the greater of (i) a yield maintenance premium calculated based on the present values of the remaining scheduled principal and interest payments and (ii) 3% of the principal amount being prepaid.

- **The Mortgaged Property.** Writer Square is a 180,705 SF mixed-use development located in Denver, Colorado. The Writer Square Property consists of (i) a 10-story office building with ground floor retail, (ii) ground floor retail in four multi-story buildings and (iii) a two-story parking garage (2.41 stalls per 1,000 SF). Residential condominiums located above the ground floor retail are not included in collateral. The Writer Square Property was built in 1980 and has received ongoing renovations with \$3.0 million in capital expenditures since 2014, including renovations to the plaza, office tower lobby and common areas. As of January 24, 2017, Total Occupancy and Owned Occupancy for the Writer Square Property were both 88.1%.

The Writer Square Property is located at the convergence of Denver’s Lower Downtown district (“**LoDo**”) and CBD, spanning the full block enclosed by Larimer Street, Lawrence Street, 15th Street and 16th Street. The Writer Square Property is located within a 0.5 mile radius of the Colorado Convention Center, Coors Field (MLB), the Pepsi Center (NBA & NHL), and Union Station. The Writer Square Property is adjacent to the University of Colorado Denver Business School and the 16th Street Mall, which has over 350 stores and restaurants.

WRITER SQUARE

The Writer Square Property is leased to 41 tenants (19 office tenants and 22 retail tenants). The largest tenant, Blue Moon Digital, is a digital marketing company that is headquartered at the Writer Square Property. On October 1, 2015, Blue Moon Digital renewed its existing lease on the 8th floor (12,294 SF) and on July 1, 2016 expanded into additional space on the 9th floor (6,501 SF) and on February 17, 2017 expanded into additional space on the 10th floor (12,294 SF), signing an eight year lease for the entirety of its space (expiring September 30, 2024).

The following table presents certain information relating to the major tenants (of which, certain tenants may have co-tenancy provisions) at the Writer Square Property:

Ten Largest Tenants Based on Underwritten Base Rent

Tenant Name	Credit Rating (Fitch/MIS/S&P) ⁽¹⁾	Tenant GLA	% of GLA	UW Base Rent	% of Total UW Base Rent	UW Base Rent \$ per SF	Lease Expiration	Renewal / Extension Options
Blue Moon Digital ⁽²⁾	NR / NR / NR	31,089	17.2%	\$983,203	18.7%	\$31.63	9/30/2024	1, 5-year option
Overland Sheepskin Co.	NR / NR / NR	6,709	3.7	402,540	7.7	60.00	4/30/2021	1, 5-year option
Etkin Johnson Real Estate	NR / NR / NR	8,967	5.0	295,911	5.6	33.00	8/31/2020	1, 5-year option
3 Bear Energy, LLC	NR / NR / NR	8,231	4.6	255,161	4.9	31.00	5/31/2019	1, 5-year option
Roberts Levin Rosenberg PC	NR / NR / NR	8,742	4.8	241,104	4.6	27.58	11/30/2018	1, 5-year option
Hall Render Killian Heath & Lyman	NR / NR / NR	7,207	4.0	231,561	4.4	32.13	12/31/2020	2, 5-year options
Kelly & Walker, LLC	NR / NR / NR	6,279	3.5	209,028	4.0	33.29	5/31/2022	1, 5-year option
Booking.com	NR / NR / NR	6,214	3.4	196,922	3.7	31.69	5/9/2019	2, 5-year options
Medlogix	NR / NR / NR	4,951	2.7	161,205	3.1	32.56	6/30/2021	NA
Rampart Energy Company	NR / NR / NR	4,049	2.2	138,678	2.6	34.25	8/31/2018	NA
Ten Largest Tenants		92,438	51.2%	\$3,115,313	59.2%	\$33.70		
Remaining Owned Tenants		66,829	37.0	2,144,295	40.8	32.09		
Vacant Spaces (Owned Space)		21,438	11.9	0	0.0	0.00		
Totals / Wtd. Avg. Tenants		180,705	100.0%	\$5,259,608	100.0%	\$33.02		

(1) Certain ratings are those of the parent company whether or not the parent guarantees the lease.

(2) On July 1, 2016, Blue Moon Digital expanded into additional space on the 9th (6,501 SF) and on the 10th floor on February 17, 2017 (12,294 SF). Blue Moon Digital is subleases 2,848 SF of the 9th floor expansion space to Global Leveraged Capital at \$34.00 per SF for 28 months (sublease expiration of October 31, 2018). Blue Moon Digital is building out its space on the 10th floor (suite 1000) and the borrowers anticipate the tenant to physically move in to the space by March 1, 2017. We cannot assure you that this tenant will take occupancy as expected or at all.

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

Lease Expiration Schedule⁽¹⁾

Year Ending December 31,	Expiring Owned GLA	% of Owned GLA	Cumulative % of Owned GLA	UW Base Rent	% 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
2017	9,443	5.2	5.2%	267,745	5.1	28.35	5
2018	25,791	14.3	19.5%	759,434	14.4	29.45	7
2019	21,375	11.8	31.3%	681,840	13.0	31.90	8
2020	31,405	17.4	48.7%	1,002,337	19.1	31.92	10
2021	24,014	13.3	62.0%	973,438	18.5	40.54	6
2022	6,279	3.5	65.5%	209,028	4.0	33.29	1
2023	3,646	2.0	67.5%	133,079	2.5	36.50	1
2024	33,019	18.3	85.8%	1,050,753	20.0	31.82	5
2025	4,295	2.4	88.1%	181,954	3.5	42.36	2
2026	0	0.0	88.1%	0	0.0	0.00	0
2027	0	0.0	88.1%	0	0.0	0.00	0
2028 & Thereafter	0	0.0	88.1%	0	0.0	0.00	0
Vacant	21,438	11.9	100.0%	0	0.0	0.00	0
Total / Wtd. Avg.	180,705	100.0%		\$5,259,608	100.0%	\$33.02	44

(1) Calculated based on approximate square footage occupied by each Owned Tenant.

The following table presents certain information relating to historical occupancy at the Writer Square Property:

Historical Leased %⁽¹⁾

2011	2012	2013	2014	2015	As of 1/24/2017
93.3%	80.5%	86.7%	81.7%	87.5%	88.1%

(1) As provided by the borrowers and reflects average occupancy for the indicated year based on quarterly occupancy reports.

- **Operating History and Underwritten Net Cash Flow.** The following table presents certain information relating to the historical operating performance and the Underwritten Net Cash Flow at the Writer Square Property:

Cash Flow Analysis⁽¹⁾⁽²⁾

	2014	2015	TTM 10/31/2016	Underwritten ⁽³⁾	Underwritten \$ per SF
Base Rental Revenue	\$3,715,497	\$3,916,204	\$4,727,933	\$5,259,608	\$29.11
Other Rental Revenue	36,201	41,329	0	0	0.00
Total Reimbursement Revenue	927,745	1,196,019	1,149,189	939,882	5.20
Market Revenue from Vacant Units	0	0	0	953,870	5.28
Parking Revenue	1,526,632	1,680,002	1,731,559	1,731,559	9.58
Other Revenue	15,077	4,316	10,345	10,345	0.06
Gross Revenue	\$6,221,151	\$6,837,870	\$7,619,027	\$8,895,265	\$49.23
Vacancy Loss	0	0	0	(953,870)	(5.28)
Credit Loss	(22,134)	(54,708)	62,576	0	0.00
Effective Gross Revenue	\$6,199,017	\$6,783,162	\$7,681,603	\$7,941,395	\$43.95
Total Operating Expenses	\$2,638,272	\$2,950,040	\$2,833,229	\$2,887,381	\$15.98
Net Operating Income	\$3,560,745	\$3,833,122	\$4,848,374	\$5,054,014	\$27.97
TI/LC	0	0	0	240,414	1.33
Capital Expenditures	0	0	0	36,141	0.20
Net Cash Flow	\$3,560,745	\$3,833,122	\$4,848,374	\$4,777,459	\$26.44

(1) Certain items such as straight line rent, interest expense, interest income, lease cancellation income, depreciation, amortization, debt service payments and any other non-recurring or non-operating items were excluded from the historical presentation and are not considered for the underwritten cash flow.

(2) Historical base rental revenue is net of rent abatements: 2014 (\$200,867), 2015 (\$390,231), TTM (\$254,443).

(3) Underwritten cash flow based on contractual rents as of January 24, 2017 and contractual rent steps through February 1, 2018.

- **Appraisal.** According to the appraisal, the Writer Square Property had an “as-is” appraised value of \$95,500,000 as of November 10, 2016.
- **Environmental Matters.** According to a Phase I environmental report, dated December 2, 2016, there are no recognized environmental conditions or recommendations for further action at the Writer Square Property.
- **Market Overview and Competition.** The Writer Square Property is located in the Lower Downtown submarket (“LoDo”). LoDo is the entertainment district in downtown Denver. Many of the buildings in LoDo have been restored and the area includes lofts, shops, restaurants, nightclubs and art galleries. As of the second quarter 2016, comparable office inventory totaled approximately 2.2 million SF, with an overall vacancy rate of approximately 7.4% and annual gross rental rates averaging approximately \$34.19 per SF.

WRITER SQUARE

The appraiser identified 6 comparable office properties that exhibited a rental range of \$31.00 per SF to \$45.30 per SF.

The following table presents certain information relating to the primary office competition for the Writer Square Property:

Competitive Set - Office⁽¹⁾

	1401 17 th Street	Guaranty Bank Building 1331 17 th Street	1660 Wynkoop Office Building	Blake Street Terrace 1860 Blake Street	1875 Lawrence	Park Central 1515 Arapahoe Street
Distance from Writer Square	0.3 miles	0.3 miles	0.5 miles	0.5 miles	0.5 miles	0.2 miles
Property Type	Office / Retail	Office / Retail	Office / Retail	Office	Office / Retail	Office / Retail
Year Built	1983	1983	1983	1974	1982	1973
Total GLA (SF)	191,151	220,287	66,120	91,506	194,541	558,346
Occupancy	Office: 84% Retail: 25%	Office: 82% Retail: 100%	Office: 96% Retail: 37%	Office: 72% Retail: NAP	Office: 73% Retail: 100%	Office: 99% Retail: 100%
Net Rental Rate per SF	\$33.35 - \$36.10	\$31.21 - \$37.46	\$36.27 - \$41.27	\$31.00 - \$34.00	\$34.33 - \$35.83	\$37.30 - \$45.30

(1) Source: Appraisal.

Additionally, the Writer Square Property is located in the Downtown Denver retail submarket. As of the second quarter 2016, comparable retail inventory totaled approximately 3.1 million SF, with an overall vacancy rate of approximately 5.5% and annual gross rental rates averaging approximately \$29.23 per SF.

The following table presents certain information relating to comparable retail leases for the Writer Square Property:

Comparable Retail Leases⁽¹⁾

	SugarCube Building	1501 Wynkoop	Tabor Center Retail	Union Station North Wing	1660 Wynkoop	Millennium Financial Center	2501 16 th St.
Distance from Writer Square	0.6 miles	0.3 miles	0.4 miles	0.5 miles	0.4 miles	0.3 miles	1.0 miles
Lease Date	Feb - 13	Nov - 12	Nov - 14	Jan - 14	Feb - 14	Nov - 15	Mar - 15
Lease Area (SF)	500	7,146	1,560	3,035	2,119	5,779	8,228
Base Rent Per SF	\$41.71	\$20.00	\$36.50	\$42.00	\$23.53	\$36.00	\$64.29
Lease Term	5 Years	5 Years	10 Years	10 Years	5 Years	10 Years	20 Years
Escalations	3% Annual	3% Annual	\$1.12 per SF/Year	\$0.50 per SF/Year	2.8% Annual	\$0.50 per SF/Year	3% Annual

(1) Source: Appraisal.

- **The Borrowers.** The initial borrower was GKT Writer Square, L.L.C. After the origination date, the initial borrower exercised a right to transfer all of the collateral to GKT Writer Square II, L.L.C., Writer Square 1031, L.L.C. and KW Writer Square, L.L.C. each a single-purpose, single-asset entity (the "**TIC Borrowers**"). The TIC Borrowers own all of the Writer Square Property as tenants-in-common, and have agreed to a waiver of their rights of partition. Legal counsel to the borrowers delivered non-consolidation opinions in connection with the origination and the assumption of the Writer Square Loan. The three TIC Borrowers are controlled by E. Stanley Kroenke, his spouse (Ann Walton Kroenke), and other Kroenke family members (including Ann Walton Kroenke), respectively. The non-recourse carveout guarantors under the Writer Square Loan are E. Stanley Kroenke, KW Partnership, L.P. and KW Two Partnership, L.P. The non-recourse carveout guarantors are each indirect owners of the borrowers and are jointly and severally liable.

E. Stanley Kroenke is the owner of Kroenke Sports Enterprises, LLC. He oversees the day-to-day operations of this entity and is the owner of the Colorado Rapids (MLS) and Los Angeles Rams (NFL). Additionally, Mr. Kroenke is the owner of the Kroenke Group (TKG), a real estate development and investment firm focused on acquiring commercial properties in the United States. As of February 2017, Forbes reported his net worth to be approximately \$7.5 billion.

- **Escrows.** On each due date, unless the borrowers and borrower sponsors have elected to become personally liable for the amounts otherwise required to be reserved, the borrowers are required to fund (i) a tax and insurance reserve in an amount equal to one-twelfth of the amount that the lender reasonably estimates will be necessary to pay taxes and insurance premiums over the then succeeding 12-month period, provided, however, that reserve deposits for insurance premiums are not required if the borrowers have elected to pay the annual premiums through a premium financing agreement, (ii) a tenant improvements and leasing commissions reserve in an amount equal to \$25,000, capped at \$750,000 and (iii) a capital expenditure reserve in an amount equal to \$3,012.

As of the securitization Cut-off Date, the borrowers and borrower sponsors have elected to not make reserve deposits and to become personally liable for the amounts which would otherwise be required to be reserved. On each due date during the continuance of a Writer Square Trigger Period caused by a Rollover Trigger Event, the related loan documents require excess cash be deposited into a rollover reserve. In addition, on each due date during the continuance of a Writer Square Trigger Period, the related loan documents require an excess cash flow reserve as discussed under “*—Lockbox and Cash Management*” below.

A “**Writer Square Trigger Period**” means (i) any period commencing as of the conclusion of any 12-month period (ending on the last day of any fiscal quarter) during which the debt service coverage ratio (as calculated under the related loan documents) is less than 1.10x, and ending at the earlier of (x) the conclusion of the second consecutive fiscal quarter for which the debt service coverage ratio for the trailing 12-month period (ending on the last day of any fiscal quarter) is greater than 1.15x or (y) the delivery to the lender of a fully executed master lease between the borrowers, as landlord, and the borrower sponsors, as tenant (the “**Master Lease**”), as set forth in the loan documents, (ii) the period commencing upon the borrowers’ failure to deliver monthly, quarterly or annual financial reports and ending when such reports are delivered and they indicate that no other Writer Square Trigger Period is ongoing or (iii) any period commencing upon the occurrence of a Rollover Trigger Event and ending (x) as it relates to a Non-Renewal Trigger Event, when either (a) Blue Moon Digital, Inc. or any successor tenant (the “**Rollover Tenant**”) enters a renewal or extension of its lease and is in occupancy, paying normal monthly rent, and open for business, (b) the applicable space is re-let under one or more approved substitute leases, or (c) delivery of a Master Lease; (y) as it relates to a Vacating Trigger Event, when either (a) the lender is provided with evidence reasonably satisfactory to the lender that such Rollover Tenant has recommenced its business and operations in its space, is paying rent and is otherwise in compliance with the terms of its lease, (b) the applicable space is re-let under one or more approved substitute leases or (c) delivery of a Master Lease; or (z) as it relates to a Bankruptcy Trigger Event, either (a) such Rollover Tenant affirmed its lease during the bankruptcy proceeding, is paying normal monthly rent and is otherwise in compliance with the terms of its lease, or (b) such Rollover Tenant’s lease is terminated and the applicable space is re-let under one or more approved substitute leases or (c) delivery of a Master Lease.

A “**Rollover Trigger Event**” means, the occurrence of any of the following: (v) the date the Rollover Tenant gives notice of an intent to terminate or vacate all or a material portion of its space, (w) if the Rollover Tenant has not given notice to renew its lease as of the date that is six months prior to the expiration date of its lease (either of the Rollover Trigger Events described in clauses (v) or (w) a “**Non-Renewal Trigger Event**”), (x) the date the Rollover Tenant goes dark, discontinues its operations or business in all or substantially all of its space, vacates or is otherwise not in occupancy of all or substantially all of its space for a period of the greater of (A) 14 consecutive days or more, or (B) 120 consecutive days or more, if such event was caused solely by (1) a casualty or condemnation, (2) renovations undertaken pursuant to the terms of its lease, or (3) assignments due to sale or acquisition of the related lease and the borrowers have given the lender prompt written notice thereof (the Rollover Trigger Event described in this clause (x) a “**Vacating Trigger Event**”), or (y) the date of the filing of a bankruptcy petition by or against the Rollover Tenant or the guarantor under its lease under the bankruptcy code (the Rollover Trigger Event described in this clause (y) a “**Bankruptcy Trigger Event**”).

- **Lockbox and Cash Management.** The Writer Square Loan is structured with a springing lockbox and springing cash management. Upon the occurrence of a Writer Square Trigger Period or event of default under the Writer Square Loan, the lender has the right to deliver notices to each tenant instructing them to remit all rents into a lender-controlled lockbox account. In such case, all cash revenues relating to the Writer Square Property and all other money received by the borrowers or the property manager with respect to the Writer Square Property (other than tenant security deposits) are required to be deposited into such lockbox account by the end of the first business day following receipt. On each business day during the continuance of a Writer Square Trigger Period or an event of default under the Writer Square Loan, all amounts in the lockbox account are required to be remitted to a lender-controlled cash management account. On each business day that no Writer Square Trigger Period or event of default under the Writer Square Loan is continuing, all funds in the cash management account in excess of the amounts required to pay monthly reserves and debt service on the next due date are required to be swept into a borrower-controlled operating account.

On each due date during the continuance of a Writer Square Trigger Period or, at the lender's discretion, during an event of default under the Writer Square Loan, the related loan documents require that all amounts on deposit in the cash management account be used to pay debt service, required reserves and budgeted operating expenses, and that all remaining amounts be reserved in an excess cash flow reserve account. To the extent any Writer Square Trigger Period is cured or an event of default under the Writer Square Loan is cured, so long as no other Writer Square Trigger Period is in effect, all funds in the cash management account will be released to the borrowers' operating account.

During the continuance of an event of default under the Writer Square Loan, the lender may apply all funds on deposit in any of the accounts constituting collateral for the Writer Square Loan to amounts payable under the related loan documents and/or toward the payment of expenses of the Writer Square Property, in such order of priority as the lender may determine.

- **Property Management.** The Writer Square Property is managed by Unico Properties LLC, which is unaffiliated with the borrowers, pursuant to a management agreement. Under the related loan documents, the Writer Square Property is required to remain managed by Unico Properties LLC, TKG Management, Inc. or any other management company approved by the lender and with respect to which a Rating Agency Confirmation has been received (an "**Approved Property Manager**"). The lender has the right to replace, or require the borrowers to replace, the property manager with an Approved Property Manager selected by the borrowers, subject to the lender's reasonable approval (or selected by the lender in the case of items (i) or (ii)), (i) during the continuance of an event of default under the Writer Square 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.
- **Mezzanine or Secured Subordinate Indebtedness.** Not permitted.

- **Terrorism Insurance.** So long as TRIPRA or a similar or subsequent statute is in effect, the borrowers are required to maintain terrorism insurance for foreign and domestic acts (as those terms are defined in TRIPRA or similar or subsequent statute) in an amount equal to the full replacement cost of the Writer Square Property (plus 18 months of rental loss and/or business interruption coverage plus an additional period of indemnity covering the 12 months following restoration). If TRIPRA or a similar or subsequent statute is not in effect, then provided that terrorism insurance is commercially available, the borrowers are required to carry terrorism insurance throughout the term of the Writer Square Loan as described in the preceding sentence, but in that event the borrowers are not 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 and earthquake components of such property and business interruption/rental loss insurance), and if the cost of terrorism insurance exceeds such amount, then the borrowers 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 \$50,000. The required terrorism insurance may be included in a blanket policy, provided that the borrowers provide evidence satisfactory to the lender that the insurance premiums for the Writer Square Property are separately allocated to the Writer Square 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.