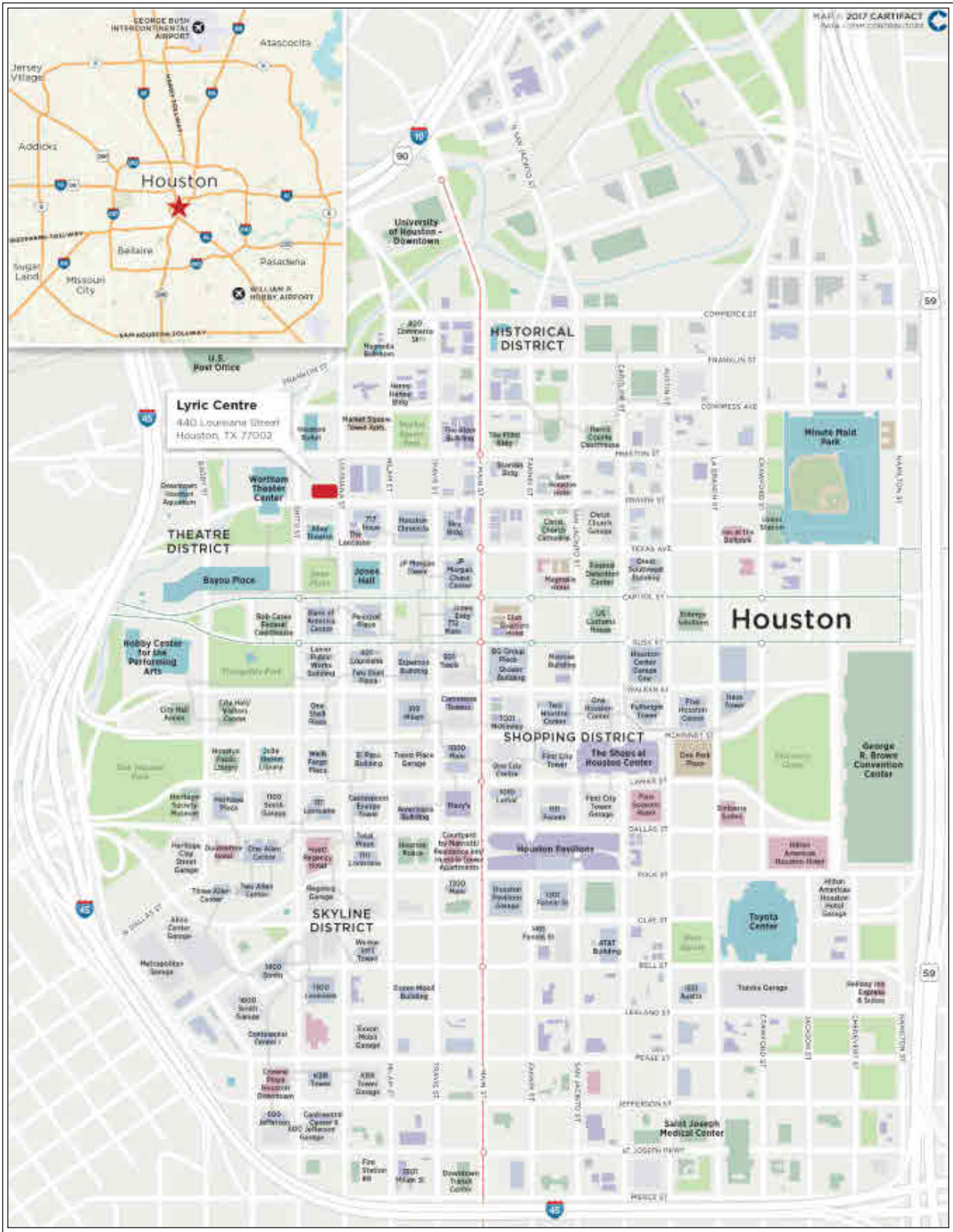




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|----|--|---|--|---|---|--|--|
| 26 | 2601<br>Shand Energy<br>7,000 SF<br>Exp 3/1/2020                       |   |  |   | 2602<br>Pharos Center<br>3,337 SF<br>Exp 3/1/2020                       |  |  |
| 25 | 2000<br>Bank of Oklahoma<br>15,665 SF<br>Exp 5/1/2021                  |   |  |   |   |  |  |
| 24 | 2400<br>The Olszewski Law Firm<br>3,605 SF<br>Exp 4/30/2021            |   |  |   | 2405<br>McCall, Mark, and Walters Law Firm<br>3,554 SF<br>Exp 5/19/2021 |  |  |
| 23 | 2900<br>Doyle, Redman, Horvath & Robbins<br>15,808 SF<br>Exp 5/10/2019 |   |  |   |   |  |  |
| 22 | 2200<br>Bailey Perini Bailey<br>10,890 SF<br>Exp 9/30/2018             |   |  | 2201<br>Bailey Perini Bailey<br>4,702 SF<br>Exp 9/30/2018             |   |  |  |
| 21 | 2100<br>Bailey Perini Bailey<br>15,868 SF<br>Exp 5/10/2019             |   |  |   |   |  |  |
| 20 | 2000<br>The Klein Law Firm<br>6,226 SF<br>Exp 5/1/2019                 | 2001<br>US Property Management<br>4,747 SF<br>Exp 5/1/2019          |  | 2002<br>The Calahan Law Firm<br>3,452 SF<br>Exp 5/1/2019              | 2003<br>JW Valley Law Firm<br>1,307 SF<br>Exp 11/30/2021                |  |  |
| 19 | 1900<br>Robert D. Green & Associates<br>4,455 SF<br>Exp 1/1/2022       | 1901<br>Tracy Law Firm<br>9,579 SF<br>Exp 1/1/2022                  |  |   | 1902<br>Vacant<br>1,835 SF  |  |  |
| 18 | 1801<br>Irwin & Hargis P.L.L.C.<br>6,001 SF<br>Exp 5/1/2021            | 1816<br>Vacant<br>2,443 SF  |  | 1802<br>Davis & Davis<br>1,629 SF<br>Exp 5/1/2018                     | 1803<br>Barnes & Turner, Attorneys at Law<br>5,634 SF<br>Exp 7/1/2021   |  |  |
| 17 | 1700<br>Clark, Love & Hutton<br>7,151 SF<br>Exp 1/1/2018               | 1710<br>Blizzard & Nebers, LLP<br>9,122 SF<br>Exp 1/1/2018          |  |   | 1723<br>Clark, Love & Hutton<br>170 SF<br>Exp 10/1/2019                 |  |  |
| 16 | 1601<br>Clark, Love & Hutton<br>13,321 SF<br>Exp 3/1/2019              |   |  |   |   |  |  |
| 15 | 1500<br>Goble Jacob & Associates<br>7,445 SF<br>Exp 9/30/2022          | 1502<br>Frank Stambauskas<br>2,336 SF<br>Exp 7/1/2019               | 1505<br>Vacant<br>2,137 SF   | 1507<br>Eddy Dryer Enterprises<br>365 SF<br>Exp 7/1/2021              | 1508<br>Garnes, Scott and Jones<br>1,747 SF<br>Exp 12/31/2023           | 1509<br>Wickard Corp.<br>4,535 SF<br>Exp 12/31/2023              | 1510<br>USPS Storage<br>367 SF<br>Exp 1/1/2024         |
| 14 | 1401<br>Daugh Law Firm<br>6,813 SF<br>Exp 7/1/2021                     | 1402<br>Daugh Law Firm<br>4,965 SF<br>Exp 7/1/2021                  |  | 1403<br>Daugh Law Firm<br>4,535 SF<br>Exp 7/1/2021                    |   |  |  |
| 13 | 1301<br>Charles Mancour<br>2,565 SF<br>Exp 11/30/2020                  | 1302<br>GBA - Federal Public Defender<br>11,600 SF<br>Exp 9/30/2019 |  | 1303<br>USPS Storage<br>303 SF<br>Exp 12/31/2024                      | 1304<br>John A Clark & Associates<br>761 SF<br>Exp 1/1/2022             | 1305<br>John J. Core & Associates<br>1,635 SF<br>Exp 1/1/2021    |  |
| 12 | 1201<br>Thomas M. Thurman & Associates<br>3,822 SF<br>Exp 12/1/2021    | 1202<br>Doninger & Delane<br>8,004 SF<br>Exp 3/28/2021              |  | 1203<br>Kline George & Associates<br>1,119 SF<br>Exp 11/30/2021       | 1204<br>Monex Securities<br>2,794 SF<br>Exp 4/30/2021                   |  |  |
| 11 | 1101<br>Innovative Legal Solutions<br>3,922 SF<br>Exp 3/28/2021        | 1102<br>Orlando & Orlando, LLP<br>3,331 SF<br>Exp 6/30/2019         | 1105<br>Vacant<br>1,612 SF   | 1106<br>Anthony Ochoa & Andrew L. Drapkin<br>4,165 SF<br>Exp 1/1/2021 | 1107<br>Vacant<br>1,588 SF  | 1108<br>Vacant<br>2,807 SF                                       |  |
| 10 | 1000<br>Allstate Insurance Company<br>8,515 SF<br>Exp 4/30/2018        |   | 1001<br>Royal Bank - Houston Agency<br>8,788 SF<br>Exp 9/30/2020   |   |   |  | 1002<br>USPS Storage<br>2,300 SF<br>Exp 3/1/2024       |
| 9  | 900<br>Medical Center Enterprises, Inc.<br>15,494 SF<br>Exp 10/1/2023  |   |  |   |   |  |  |
| 8  | 800<br>Schneider & McKinney, P.C.<br>7,336 SF<br>Exp 3/28/2017         |   |  | 801<br>Medical Center Enterprises, Inc.<br>3,005 SF<br>Exp 12/31/2023 |   |  |  |
| 7  | 700<br>Covington Meacham Enterprises<br>4,190 SF<br>Exp 3/28/2022      | 710<br>Creswell Capital, LLC<br>1,574 SF<br>Exp 5/1/2017            | 711<br>Saban Randall Shank & Company<br>1,010 SF<br>Exp 11/30/2018 | 712<br>Wicks & Caulder, P.C.<br>4,813 SF<br>Exp 3/31/2020             | 713<br>Van Orman & Associates<br>2,100 SF<br>Exp 9/30/2019              | 714<br>Ian M. Cain, Attorney at Law<br>1,522 SF<br>Exp 5/14/2017 |  |
| 6  | 601<br>Energy.net.com<br>1,764 SF<br>Exp 12/31/2019                    | 602<br>Vacant<br>8,332 SF   | 603<br>Cummings & Houston, LLP<br>2,704 SF<br>Exp 5/30/2020        |   | 604<br>Vacant<br>1,705 SF   | 605<br>Monex Securities<br>63 SF<br>MTM                          | 606<br>Monex & Associates<br>2,885 SF<br>Exp 2/28/2020 |
| 5  | 500<br>Vacant<br>3,683 SF  | 501<br>US Property Management<br>755 SF<br>Exp 12/1/2020            | 502<br>Atlas, Inc.<br>3,483 SF<br>Exp 6/30/2021                    |   | 503<br>Vacant<br>2,975 SF   | 504<br>SES Intellectual, Inc.<br>4,143 SF<br>Exp 12/31/2019      |  |
| 4  | 701<br>Drilling into<br>15,227 SF<br>Exp 12/1/2023                     |   |  |   |   |  |  |
| 3  | 300<br>Lee Murphy Law Firm<br>1,731 SF<br>Exp 12/1/2022                |   |  | 301<br>Vacant<br>7,509 SF   |   |  |  |
| 2  | 200<br>George J. Phelan<br>6,298 SF<br>Exp 12/1/2022                   |   |  | 201<br>Viking International Petroleum<br>5,771 SF<br>Exp 12/1/2019    |   |  |  |
| 1  | 101<br>Murphy's Deli<br>2,332 SF<br>Exp 12/1/2017                      |   |  |   |   |  |  |
|    | VACANT   | BUILDING  | MTM  | 2017 - 2019   | 2019 - 2020   | 2021 - 2022  | 2023+  |

VACANT BUILDING MTM 2017 - 2018 2019 - 2020 2021 - 2022 2023+





| Mortgaged Property Information                  |                | Mortgage Loan Information              |              |  |
|---|----------------|--|--------------|--|
| Number of Mortgaged Properties                  | 1              | Loan Seller                            | GSMC         |  |
| Location (City/State)                           | Houston, Texas | Cut-off Date Principal Balance         | \$48,000,000 |  |
| Property Type                                   | Office         | Cut-off Date Principal Balance per SF  | \$125.64     |  |
| Size (SF)                                       | 382,046        | Percentage of Initial Pool Balance     | 4.5%         |  |
| Total Occupancy as of 12/19/2016 <sup>(1)</sup> | 89.5%          | Number of Related Mortgage Loans       | None         |  |
| Owned Occupancy as of 12/19/2016 <sup>(1)</sup> | 89.5%          | Type of Security                       | Fee Simple   |  |
| Year Built / Latest Renovation                  | 1983 / 2016    | Mortgage Rate                          | 4.1990%      |  |
| Appraised Value                                 | \$87,000,000   | Original Term to Maturity (Months)     | 120          |  |
|   |                | Original Amortization Term (Months)    | NAP          |  |
|   |                | Original Interest Only Period (Months) | 120          |  |
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| Sources and Uses |              |        |                               |              |        |
|------------------|--------------|--------|-------------------------------|--------------|--------|
| Sources          | \$           | %      | Uses                          | \$           | %      |
| Loan Amount      | \$48,000,000 | 100.0% | Loan Payoff                   | \$25,868,216 | 53.9%  |
|                  |              |        | Principal Equity Distribution | 19,987,012   | 41.6   |
|                  |              |        | Reserves                      | 1,305,894    | 2.7    |
|                  |              |        | Closing Costs                 | 838,878      | 1.7    |
| Total Sources    | \$48,000,000 | 100.0% | Total Uses                    | \$48,000,000 | 100.0% |

- (1) Moffett, Mott, and Walters Law Firm ("MMW") currently occupies 2,907 SF (excluded from underwriting) however has an executed lease for 6,554 SF (included in underwriting) and is currently in build out of that space which is expected to be completed in May 2017. Centurion Midstream Enterprises ("Centurion") has executed a lease for 4,180 SF (included in underwriting) and is expected to take occupancy in March 2017. Additionally, Centurion subleases 2,100 SF from Van Orman & Associates (included in the underwriting) will vacate this space when they take occupancy of the 4,180 SF in March 2017. We cannot assure you that these tenants will take occupancy or begin paying rent as anticipated or at all. Total and Owned Occupancy not taking into account MMW's 6,554 SF, Centurion's 4,180 SF and Centurion's sublease space are both 86.1%.
- (2) TI/LC reserves are capped at \$1,910,230. See "Escrows" below.
- (3) Upfront other reserves include: (i) a \$112,500 deferred maintenance escrow, (ii) a \$955,476 unfunded obligations reserve for outstanding tenant allowance and leasing commissions. See "Escrows" below.

- **The Mortgage Loan.** The mortgage loan (the "Lyric Centre Loan") is evidenced by a note in the original principal amount of \$48,000,000 and is secured by a first mortgage encumbering the borrower's fee simple interest in an office property located in Houston, Texas (the "Lyric Centre Property"). The Lyric Centre Loan was originated by Goldman Sachs Mortgage Company on January 27, 2017 and represents approximately 4.5% of the Initial Pool Balance. The note evidencing the Lyric Centre Loan has an outstanding principal balance as of the Cut-off Date of \$48,000,000 and an interest rate of 4.1990% *per annum*. The borrower utilized the proceeds of the Lyric Centre Loan to refinance existing debt, return equity to the borrower sponsor, fund reserves and pay origination costs.

The Lyric Centre Loan had an initial term of 120 months and has a remaining term of 119 months as of the Cut-off Date. The Lyric Centre Loan requires interest only payments on each due date through the scheduled maturity date in February 2027. Voluntary prepayment of the Lyric Centre Loan is prohibited prior to the due date in November 2026. Provided that no event of default under the Lyric Centre Loan is continuing, defeasance with direct, non-callable obligations of the United States of America is permitted at any time on or after the second anniversary of the securitization Closing Date.

- **The Mortgaged Property.** The Lyric Centre Property is a 382,046 SF, 26-story office property in Houston, Texas. The Lyric Centre Property was developed in 1983 and features approximately 15,000 SF floor plates and a newly renovated lobby. The borrower sponsor invested approximately \$3.6 million to construct a fitness center on the 26th floor and to renovate the lobby in 2016. The Lyric Centre Property is leased by approximately 50 tenants. Approximately 61.6% of the total SF is leased to law firms and approximately 8.6% of the total SF is leased to tenants related to the energy industry. Since January 2016, five tenants have signed new leases and 12 tenants have signed renewal leases. As of December 19, 2016, the Total Occupancy and Owned Occupancy at the Lyric Centre Property were both 89.5%.

The Lyric Centre Property is located less than one mile from Houston's courthouses and less than one mile from the Theatre District in the Houston CBD, a four-square block neighborhood located next to Sam Houston Park and the Buffalo Bayou River. The Lyric Centre Property is also located one block from an entrance to the Buffalo Bayou Park, which recently completed an approximately \$58.0 million project to expand footpaths, trails and bridges.

The borrower sponsor has begun a \$30.0 million project to construct an eight-story mixed-use building on the parcel directly adjacent to the Lyric Centre Property that will include ground-floor retail and 810 parking spaces. The new development will be connected to Houston's Downtown Tunnel System, a network of subterranean, climate controlled pedestrian walkways that link 95 city blocks in the Houston CBD; the closest current access point to the Lyric Centre Property is located approximately three blocks away. This adjacent project will not serve as collateral for the Lyric Centre Loan.

The following table presents certain information relating to the major tenants at the Lyric Centre Property:

### Ten Largest Tenants Based on Underwritten Base Rent

| Tenant Name                                  | Credit Rating<br>(Fitch/MIS/S&P) <sup>(1)</sup> | Tenant<br>GLA  | % of<br>GLA   | UW Base<br>Rent    | % of<br>Total<br>UW<br>Base<br>Rent | UW Base<br>Rent<br>\$ per SF | Lease<br>Expiration | Renewal / Extension<br>Options |
|--|---|----------------|---------------|--------------------|-------------------------------------|------------------------------|---------------------|--------------------------------|
| Medical Center Enterprises, Inc.             | NR / NR / NR                                    | 23,717         | 6.2%          | \$757,453          | 8.2%                                | \$31.94                      | 12/31/2029          | NA                             |
| Bailey Perrin Bailey                         | NR / NR / NR                                    | 31,726         | 8.3           | 618,657            | 6.7                                 | 19.50                        | 9/30/2018           | 1, 5-year option               |
| Drilling Info                                | NR / NR / NR                                    | 15,231         | 4.0           | 557,455            | 6.0                                 | 36.60                        | 12/14/2025          | 1, 5-year option               |
| Bank of Oklahoma <sup>(2)</sup>              | NR / NR / NR                                    | 15,455         | 4.0           | 477,560            | 5.2                                 | 30.90                        | 5/31/2021           | 1, 5-year option               |
| Daspit Law Firm                              | NR / NR / NR                                    | 15,263         | 4.0           | 471,245            | 5.1                                 | 30.87                        | 7/31/2021           | NA                             |
| Doyle, Restrepo, Harvin & Robbins            | NR / NR / NR                                    | 15,939         | 4.2           | 454,262            | 4.9                                 | 28.50                        | 9/30/2018           | 2, 5-year options              |
| Clark, Love & Hutson                         | NR / NR / NR                                    | 22,551         | 5.9           | 433,964            | 4.7                                 | 19.24                        | 1/31/2019           | NA                             |
| Tracey Law Firm                              | NR / NR / NR                                    | 9,679          | 2.5           | 297,629            | 3.2                                 | 30.75                        | 1/31/2022           | 1, 3-year option               |
| GSA - Federal Public Defender <sup>(3)</sup> | AAA / Aaa / AA+                                 | 11,800         | 3.1           | 295,000            | 3.2                                 | 25.00                        | 8/3/2019            | NA                             |
| Strand Energy <sup>(4)</sup>                 | NR / NR / NR                                    | 7,535          | 2.0           | 248,655            | 2.7                                 | 33.00                        | 3/31/2020           | NA                             |
| <b>Largest Tenants</b>                       |   | <b>168,896</b> | <b>44.2%</b>  | <b>\$4,611,878</b> | <b>49.8%</b>                        | <b>\$27.31</b>               |                     |                                |
| Remaining Tenants <sup>(5)</sup>             |   | 172,919        | 45.3          | 4,646,529          | 50.2                                | 26.87                        |                     |                                |
| Vacant Spaces                                |   | 40,231         | 10.5          | 0                  | 0.0                                 | 0.00                         |                     |                                |
| <b>Totals / Wtd. Avg. Tenants</b>            |   | <b>382,046</b> | <b>100.0%</b> | <b>\$9,258,408</b> | <b>100.0%</b>                       | <b>\$27.09</b>               |                     |                                |

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

(2) Bank of Oklahoma has the right to terminate its lease on or after May 31, 2019 with 12 months' notice and payment of a termination fee.

(3) GSA - Federal Public Defender may terminate lease, in whole or in part, at any time by giving 90 days' notice.

(4) Strand Energy has one-time right to terminate lease as of March 31, 2019 with written notice by October 1, 2018.

(5) Van Orman & Associates currently subleases 723 SF to Centurion through March 1, 2017. The borrower has indicated that the space is expected to be dark when Centurion vacates the space.

The following table presents certain information relating to the lease rollover schedule at the Lyric Centre Property 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       | % of Total UW Base Rent | UW Base Rent \$ per SF | # of Expiring Leases |
|--------------------------|--------------------|----------------|---------------------------|--------------------|-------------------------|------------------------|----------------------|
| MTM                      | 63                 | 0.0%           | 0.0%                      | \$3,000            | 0.0%                    | \$47.62                | 1                    |
| 2017                     | 10,432             | 2.7            | 2.7%                      | 249,328            | 2.7                     | 23.90                  | 3                    |
| 2018                     | 67,493             | 17.7           | 20.4%                     | 1,505,205          | 16.3                    | 22.30                  | 6                    |
| 2019                     | 55,720             | 14.6           | 35.0%                     | 1,302,146          | 14.1                    | 23.37                  | 9                    |
| 2020                     | 37,891             | 9.9            | 44.9%                     | 1,119,153          | 12.1                    | 29.54                  | 10                   |
| 2021                     | 69,045             | 18.1           | 63.0%                     | 2,097,948          | 22.7                    | 30.39                  | 13                   |
| 2022                     | 48,346             | 12.7           | 75.6%                     | 1,444,365          | 15.6                    | 29.88                  | 7                    |
| 2023                     | 0                  | 0.0            | 75.6%                     | 0                  | 0.0                     | 0.00                   | 0                    |
| 2024 <sup>(2)</sup>      | 13,877             | 3.6            | 79.3%                     | 222,355            | 2.4                     | 16.02                  | 2                    |
| 2025                     | 15,231             | 4.0            | 83.3%                     | 557,455            | 6.0                     | 36.60                  | 1                    |
| 2026                     | 0                  | 0.0            | 83.3%                     | 0                  | 0.0                     | 0.00                   | 0                    |
| 2027                     | 0                  | 0.0            | 83.3%                     | 0                  | 0.0                     | 0.00                   | 0                    |
| 2028 & Thereafter        | 23,717             | 6.2            | 89.5%                     | 757,453            | 8.2                     | 31.94                  | 1                    |
| Vacant <sup>(3)</sup>    | 40,231             | 10.5           | 100.0%                    | 0                  | 0.0                     | 0.00                   | 0                    |
| <b>Total / Wtd. Avg.</b> | <b>382,046</b>     | <b>100.0%</b>  |                           | <b>\$9,258,408</b> | <b>100.0%</b>           | <b>\$27.09</b>         | <b>53</b>            |

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

(2) Includes a fitness center (5,237 SF) with no underwritten base rent attributed.

(3) Viking International Petroleum leases 3,571 SF on a lease scheduled to expire December 31, 2019, however the tenant is delinquent on rent as of November 2016. The tenant is not included in the underwriting.

The following table presents certain information relating to historical occupancy at the Lyric Centre Property:

**Historical Leased %<sup>(1)</sup>**

| 2011  | 2012  | 2013  | 2014  | 2015  | TTM 12/19/2016 |
|-------|-------|-------|-------|-------|----------------|
| 84.0% | 84.1% | 76.5% | 83.0% | 87.6% | 89.5%          |

(1) 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 the historical operating performance and the Underwritten Net Cash Flow at the Lyric Centre Property:

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

|                                  | 2013               | 2014               | 2015               | TTM 9/30/2016      | Underwritten <sup>(2)</sup> | Underwritten \$ per SF |
|----------------------------------|--------------------|--------------------|--------------------|--------------------|-----------------------------|------------------------|
| Base Rental Revenue              | \$6,144,977        | \$7,097,690        | \$7,587,905        | \$8,356,909        | \$9,258,408                 | \$24.23                |
| Total Reimbursement Revenue      | 279,306            | 489,096            | 610,764            | 663,523            | 284,068                     | 0.74                   |
| Market Revenue from Vacant Units | 0                  | 0                  | 0                  | 0                  | 1,241,232                   | 3.25                   |
| Parking Revenue                  | 522,514            | 644,301            | 1,043,547          | 919,378            | 480,584                     | 1.26                   |
| Other Revenue                    | 23,382             | 20,109             | 24,131             | 13,103             | 19,102                      | 0.05                   |
| Gross Revenue                    | \$6,970,180        | \$8,251,196        | \$9,266,347        | \$9,952,913        | \$11,283,393                | \$29.53                |
| Vacancy Loss                     | 0                  | 0                  | 0                  | 0                  | (1,354,007)                 | (3.54)                 |
| Effective Gross Revenue          | \$6,970,180        | \$8,251,196        | \$9,266,347        | \$9,952,913        | \$9,929,386                 | \$25.99                |
| Total Operating Expenses         | \$3,466,037        | \$3,751,561        | \$4,592,867        | \$4,494,723        | \$4,234,963                 | \$11.08                |
| <b>Net Operating Income</b>      | <b>\$3,504,143</b> | <b>\$4,499,635</b> | <b>\$4,673,480</b> | <b>\$5,458,191</b> | <b>\$5,694,423</b>          | <b>\$14.91</b>         |
| TI/LC                            | 0                  | 0                  | 0                  | 0                  | 490,097                     | 1.28                   |
| Capital Expenditures             | 0                  | 0                  | 0                  | 0                  | 76,409                      | 0.20                   |
| <b>Net Cash Flow</b>             | <b>\$3,504,143</b> | <b>\$4,499,635</b> | <b>\$4,673,480</b> | <b>\$5,458,191</b> | <b>\$5,127,917</b>          | <b>\$13.42</b>         |

(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) Underwritten cash flow based on contractual rents as of December 2016 and contractual rent steps through February 2018.

- **Appraisal.** According to the appraisal, the Lyric Centre Property had an “as-is” appraised value of \$87,000,000 as of November 6, 2016.
- **Environmental Matters.** According to a Phase I environmental report, dated November 11, 2016, there are no recognized environmental conditions or recommendations for further action at the Lyric Centre Property, other than implementing operations and maintenance programs to address asbestos-containing material.
- **Market Overview and Competition.** The Lyric Centre Property is located in Houston, Texas, which features 10 Fortune 500 headquarters, three national sports stadiums, 23 miles of light rail, seven performing arts theatres and more than 400,000 people living in a five-mile radius of the downtown city center. As of the third quarter of 2016, the overall Houston office market includes a total inventory of approximately 180.3 million SF with a direct vacancy rate of 17.7% and quoted gross rental rates of \$28.01 per SF. Vacancy increased from 16.4% in the second quarter of 2016 due to major tenants vacating large spaces in West Houston submarkets near the Energy Corridor.

The Lyric Centre Property is in the Houston CBD office submarket. As of the third quarter of 2016, the Houston CBD office submarket included inventory of approximately 36.8 million SF with a direct vacancy rate of 11.3% and quoted rates of \$39.04 per SF. In the third quarter of 2016, completions totaled approximately 115,000 SF and asking rents grew slightly from \$38.98 per SF in the preceding quarter.

The appraiser identified six comparable properties that exhibited a rental range of \$28.50 per SF to \$49.96 per SF and a weighted average occupancy rate of approximately 90.5% weighted by SF for direct space. The following table presents certain information relating to the primary competition for the Lyric Centre Property:

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

|                        | Lyric Centre<br>(Subject<br>Property) | 1100 Louisiana | JP Morgan<br>Chase<br>Tower | Bank of<br>America Center | Pennzoil Place<br>South Tower | 801 Louisiana | 1000 Louisiana |
|------------------------|---------------------------------------|----------------|-----------------------------|---------------------------|-------------------------------|---------------|----------------|
| Stories                | 26                                    | 55             | 75                          | 56                        | 34                            | 8             | 71             |
| Year Built             | 1983                                  | 1980           | 1982                        | 1983                      | 1975                          | 1978          | 1983           |
| Size (SF)              | 382,046                               | 1,327,882      | 1,656,529                   | 1,255,666                 | 664,940                       | 105,145       | 1,721,242      |
| Occupancy              | 89.5%                                 | 99.0%          | 94.0%                       | 89.0%                     | 78.0%                         | 85.0%         | 87.0%          |
| Net Rental Rate per SF | \$28.00 – 34.00                       | \$40.44        | \$43.99                     | \$48.16                   | \$37.60                       | \$28.50       | \$49.96        |

(1) Source: Appraisal.

- **The Borrower.** The borrower is The Lyric Centre LLC, a single-purpose, single-asset entity. Legal counsel to the borrower delivered a non-consolidation opinion in connection with the origination of the Lyric Centre Loan. The non-recourse carveout guarantor under the Lyric Centre Loan is Doctors Center, Inc., an indirect owner of the borrower. Doctors Center, Inc. has indirectly owned the Lyric Centre Property since 1994 and directly or indirectly owns real estate assets (including Lyric Centre) with a combined market value of over \$141.0 million as of July 12, 2016.
- **Escrows.** On the origination date, the borrower funded (i) a tax reserve in an amount equal to \$237,918, (ii) an immediate repair reserve in an amount equal to \$112,500, and (iii) an unfunded obligations reserve in an amount equal to \$955,476.

On each due date, the borrower is 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, unless in the case of insurance premiums, the borrower is maintaining a blanket policy in accordance with the related loan documents, there is no continuing event of default, and the borrower provides evidence of and payment of related premiums, (ii) a tenant improvements and leasing commissions reserve in an amount equal to \$39,796, capped at \$1,910,230 and (iii) a capital expenditure reserve in an amount equal to \$6,367.

In addition, on each due date during the continuance of a Lyric Centre Trigger Period or an event of default, the related loan documents require an excess cash flow reserve as discussed under “—Lockbox and Cash Management” below.

A “**Lyric Centre 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 1.25x, and ending at 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 1.30x, (ii) the period commencing upon the borrower’s failure to deliver monthly, quarterly or annual financial reports and ending when such reports are delivered and they indicate that no other Lyric Centre Trigger Period is ongoing, or (iii) any period beginning upon the failure of the borrower sponsor to satisfy any portion of the net worth and liquid assets covenants in the non-recourse carveout guaranty, and ending upon the satisfaction in full of such covenants.

- **Lockbox and Cash Management.** The Lyric Centre Loan is structured with a springing lockbox and springing cash management. Upon the occurrence of a Lyric Centre Trigger Period or event of default under the Lyric Centre Loan, the related loan documents allow the lender to deliver notices to each tenant instructing them to remit all rents into a lender-controlled lockbox account and require that all cash revenues relating to the Lyric Centre Property and all other money received by the borrower or the property manager with respect to the Lyric Centre Property (other than tenant security deposits) be deposited into such lockbox account by the end of the second business day following receipt. On each business day during the continuance of a Lyric Centre Trigger Period or an event of default under the Lyric Centre 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 Lyric Centre Trigger Period or event of default under the Lyric Centre Loan is continuing, all funds in the lockbox account are required to be swept into a borrower-controlled operating account.

On each due date during the continuance of a Lyric Centre Trigger Period or, at the lender’s discretion, during an event of default under the Lyric Centre 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.

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

- **Property Management.** The Lyric Centre Property is managed by U.S. Property Management, Inc., an affiliate of the borrower, pursuant to a management agreement. Under the related loan documents, the Lyric Centre Property is required to remain managed by U.S. Property Management, Inc. or any other management company approved by the lender and with respect to which a Rating Agency Confirmation has been received. The lender has the right to replace, or require the borrower to replace, the property manager (i) during the continuance of an event of default under the Lyric Centre 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.** The loan documents permit future mezzanine financing from an institutional lender provided that no event of default under the Lyric Centre Loan exists, subject to satisfaction of certain conditions, including among others: (i) execution of an intercreditor agreement in form and substance reasonably acceptable to the lender; (ii) immediately after giving effect to such mezzanine loan, the mezzanine loan together with the Lyric Centre Loan have a combined loan-to-value ratio (as calculated under the loan documents) of no greater than 61.0%; (iii) immediately after giving effect to such mezzanine loan, the debt service coverage ratio (as calculated under the loan documents and taking into account the mezzanine loan and the Lyric Centre Loan) is at least 1.35x; (iv) immediately after giving effect to such mezzanine loan, the debt yield (as calculated under the loan documents and taking into account the mezzanine loan and the Lyric Centre Loan) is at least 10.0% and (v) receipt of a Rating Agency Confirmation.
- **Terrorism Insurance.** So long as TRIPRA or a similar or 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 similar or subsequent statute) in an amount equal to the full replacement cost of the Lyric Centre Property (plus (a) as of the origination date, 12 months of rental loss and/or business interruption coverage plus an additional period of indemnity covering the 12 months following restoration, and (b) as of May 1, 2017, 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 borrower will be required to carry terrorism insurance throughout the term of the Lyric Centre 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 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 \$50,000. The required terrorism insurance may be included in a blanket policy, provided that the borrower provide evidence satisfactory to the lender that the insurance premiums for the Lyric Centre Property are separately allocated to the Lyric Centre 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.