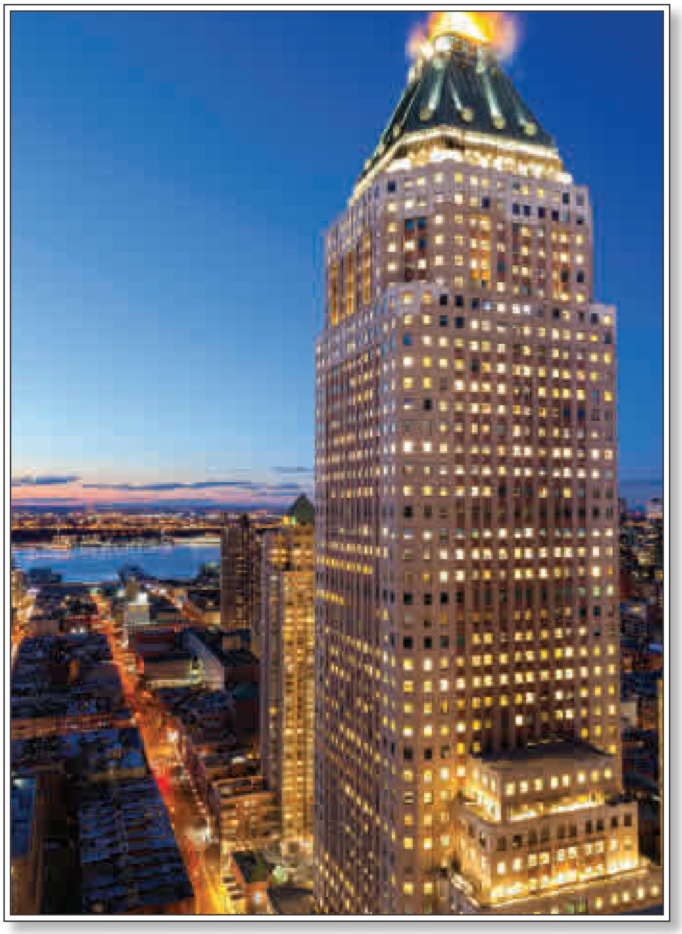
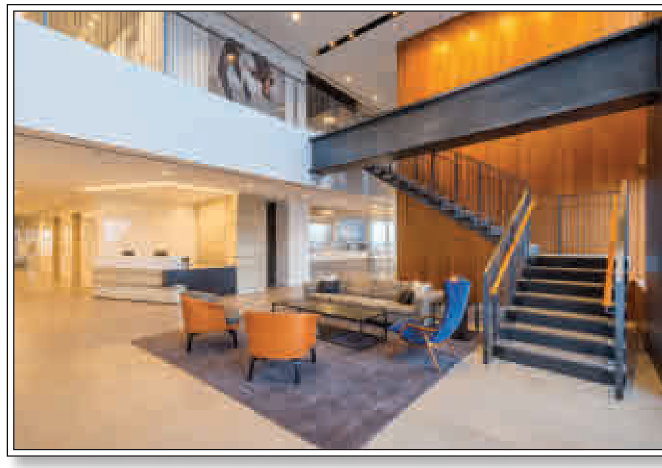
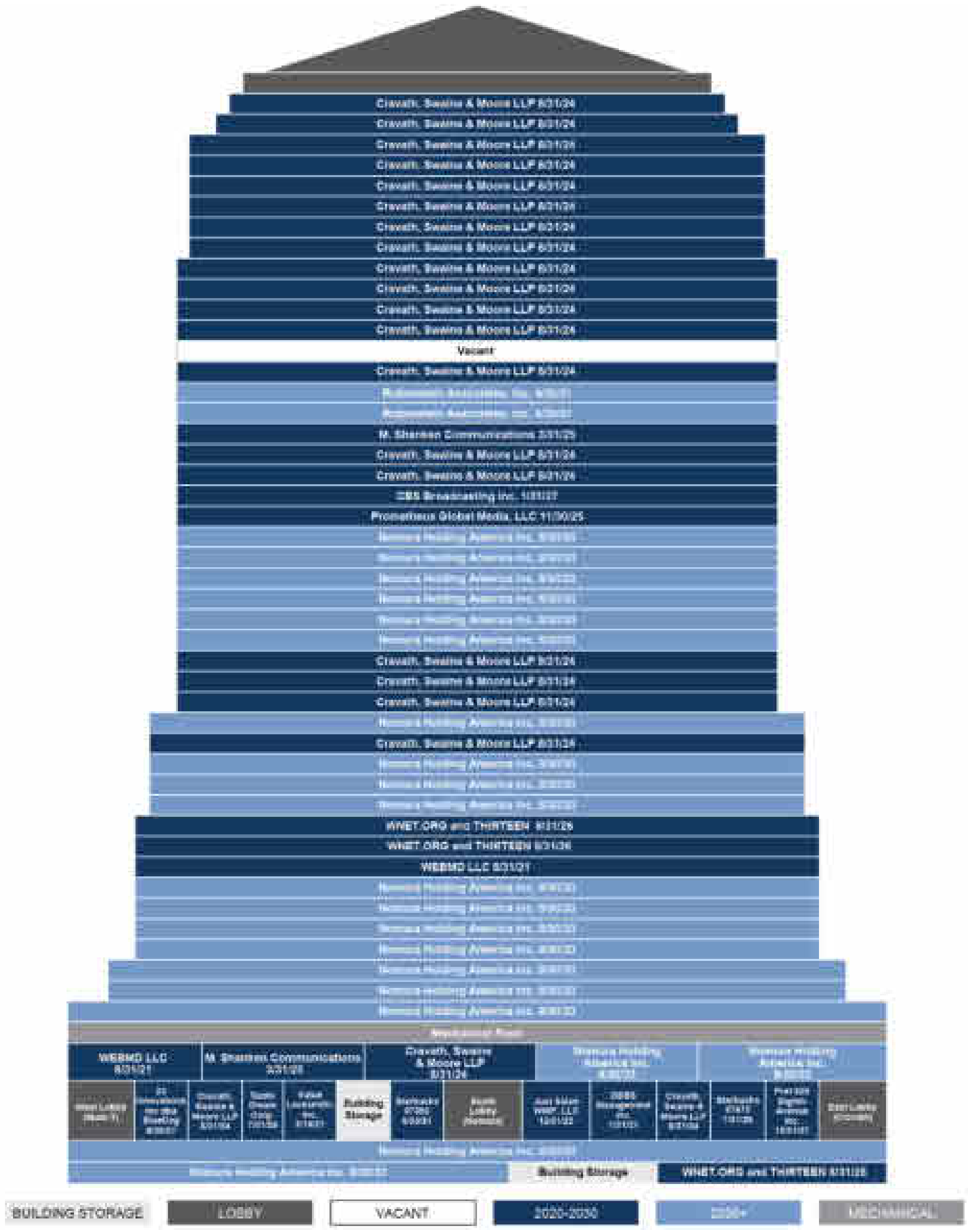
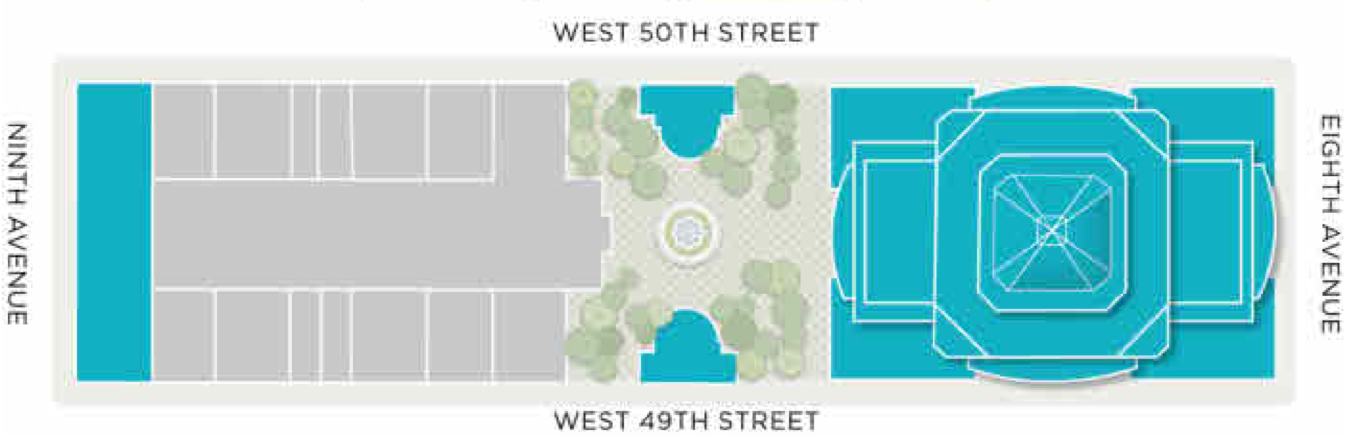
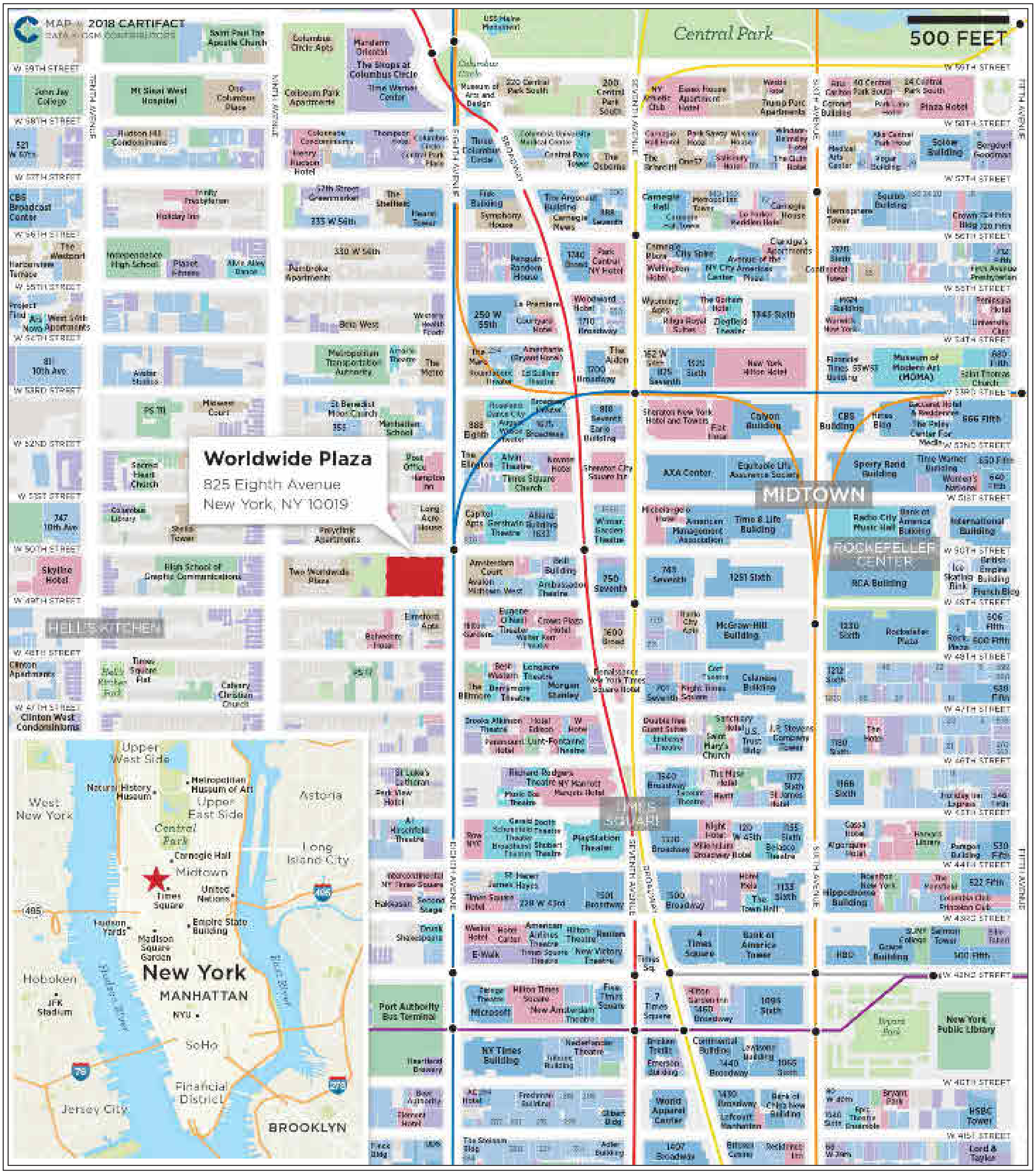





Cravath, Swaine & Moore LLP 8/31/24
Vacant
M. Shanken Communications 3/31/25
Prometheus Global Media, LLC 11/30/25
WNET.ORG and THIRTEEN 8/31/26
WEBMD LLC 8/31/21
Building Storage
WNET.ORG and THIRTEEN 8/31/26
BUILDING STORAGE
LOBBY
VACANT
2020-2030


WEST 50TH STREET
NINTH AVENUE
EIGHTH AVENUE
WEST 49TH STREET


MAP © 2018 CARTIFACT
Central Park
500 FEET
Worldwide Plaza
825 Eighth Avenue
New York, NY 10019
MIDTOWN
ROCKEFELLER CENTER
HELL'S KITCHEN
TIMES SQUARE
W 59TH STREET
W 58TH STREET
W 57TH STREET
W 56TH STREET
W 55TH STREET
W 54TH STREET
W 53RD STREET
W 52ND STREET
W 51ST STREET
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W 45TH STREET
W 44TH STREET
W 43RD STREET
W 42ND STREET
W 41ST STREET
W 40TH STREET
TENTH AVENUE
NINTH AVENUE
EIGHTH AVENUE
SEVENTH AVENUE
SIXTH AVENUE
FIFTH AVENUE
BROADWAY
Port Authority Bus Terminal
New York Public Library
Bryant Park
Upper West Side
West New York
Natural History Museum
Metropolitan Museum of Art
Upper East Side
Astoria
Central Park
Carnegie Hall
Midtown
Long Island City
Times Square
United Nations
Hudson Yards
Empire State Building
Madison Square Garden
Hoboken
New York
MANHATTAN
NYU
SoHo
Financial District
Jersey City
BROOKLYN

Mortgaged Property Information	
Number of Mortgaged Properties	1
Location (City/State)	New York, New York
Property Type	Office
Size (SF)	2,049,553
Total Occupancy as of 12/31/2017	98.4%
Owned Occupancy as of 12/31/2017	98.4%
Year Built / Latest Renovation	1987 / 1996
Appraised Value	$1,740,000,000
Underwritten Revenues	$141,343,932
Underwritten Expenses	$54,051,285
Underwritten Net Operating Income (NOI)	$87,292,647
Underwritten Net Cash Flow (NCF)	$85,021,775
Cut-off Date LTV Ratio(1)(2)	35.4%
Maturity Date LTV Ratio(1)(2)	35.4%
DSCR Based on Underwritten NOI / NCF(1)	3.88x / 3.77x
Debt Yield Based on Underwritten NOI / NCF(1)	14.2% / 13.8%

Mortgage Loan Information	
Loan Seller	GSMC
Cut-off Date Principal Balance(3)	$35,000,000
Cut-off Date Principal Balance per SF(1)	$300.69
Percentage of Initial Pool Balance	3.9%
Number of Related Mortgage Loans	None
Type of Security	Fee Simple
Mortgage Rate	3.6045425532%
Original Term to Maturity (Months)	120
Original Amortization Term (Months)	NAP
Original Interest Only Period (Months)	120

Escrows	Upfront	Monthly
Taxes	$0	$0
Insurance	$0	$0
Replacement Reserves	$0	$0
TI/LC	$0	$0
Other	$0	$0

Sources and Uses

Sources	$	%	Uses	$	%
Total Debt	$1,200,494,924	81.9%	Repayment of Existing Debt	$983,098,561	67.0%
SL Green Equity	133,061,700	9.1	Proceeds to NY REIT & an affiliate of George Comfort & Sons	449,536,079	30.7
RXR Fund Equity	133,069,504	9.1	Closing Costs	33,991,488	2.3
Total Sources	$1,466,626,128	100.0%	Total Uses	$1,466,626,128	100.0%

(1) Calculated based on the aggregate outstanding balance of the Worldwide Plaza Senior Loans and excludes the Worldwide Plaza Subordinate Loans unless otherwise specified. See "—*The Mortgage Loan*" below.
(2) The Cut-off Date LTV Ratio and Maturity Date LTV Ratio are based on an appraised value of $1,740,000,000 that includes separate appraised values for the Office Tower ($1,620,000,000) and Amenity Parcel ($120,000,000). Based on the appraised value of the Office Tower, the Cut-off Date LTV Ratio and the Maturity Date LTV Ratio are both 38.0%.
(3) The Cut-off Date Principal Balance represents the non-controlling note A-1-C2 of the $940,000,000 Worldwide Plaza Whole Loan. See "—*The Mortgage Loan*" below.

- **The Mortgage Loan.** The mortgage loan (the "**Worldwide Plaza Loan**") is part of a whole loan (the "**Worldwide Plaza Whole Loan**") consisting of eight senior *pari passu* notes with an outstanding aggregate principal balance of $616,286,000 (the "**Worldwide Plaza Senior Loans**") and two subordinate notes with an outstanding aggregate principal balance of $323,714,000 (the "**Worldwide Plaza Subordinate Loans**"). The Worldwide Plaza Whole Loan has an aggregate outstanding principal balance of $940,000,000 and is secured by a first mortgage encumbering the borrowers' fee simple interest in an office building in New York, New York (the "**Office Tower**") and the pledge of loans, together with a collateral assignment of the mortgage securing such loans, held by an indirectly wholly-owned borrower affiliate relating to an adjacent amenities parcel (the "**Amenity Parcel**" and, together with the Office Tower, the "**Worldwide Plaza Property**"). The Worldwide Plaza Loan (evidenced by note A-1-C2), has an outstanding principal balance as of the Cut-off Date of $35,000,000 and represents approximately 3.9% of the Initial Pool Balance.

  The Worldwide Plaza Whole Loan was originated by Goldman Sachs Mortgage Company on October 18, 2017. Subsequent to the origination date, 25% of the Worldwide Plaza Whole Loan was transferred to Deutsche Bank AG, acting through its New York Branch ("**DBNY**") and was subsequently securitized. The Worldwide Plaza Whole Loan has an original principal balance of $940,000,000 and each note has an interest rate of 3.6045425532% *per annum*. The borrowers utilized the proceeds of the Worldwide Plaza Whole Loan to refinance existing debt on the Worldwide Plaza Property, return equity to the borrower sponsors and pay origination costs.

  The Worldwide Plaza Whole Loan had an initial term of 120 months and has a remaining term of 116 months as of the Cut-off Date. The Worldwide Plaza Whole Loan requires interest only payments on each due date through the scheduled maturity date in November 2027. Voluntary prepayment of the Worldwide Plaza Whole Loan is prohibited prior to the due date in July 2027. At any time after the second anniversary of the securitization Closing Date, the Worldwide Plaza Whole Loan may be defeased in full with direct, non-callable obligations of the United States of America.

The following table outlines the Worldwide Plaza Senior Loans and the Worldwide Plaza Subordinate Loans:

Note	Original Balance	Cut-off Date Balance	Note holder	Controlling Piece
Note A-1-S	$327,214,500	$327,214,500	WPT 2017-WWP	No
Note A-2-S	54,071,500	54,071,500	WPT 2017-WWP	No
Note B-1-S	242,785,500	242,785,500	WPT 2017-WWP	Yes
Note B-2-S	80,928,500	80,928,500	WPT 2017-WWP	Yes
Note A-1-C1	100,000,000	100,000,000	GSMS 2017-GS8	No
Note A-1-C2	35,000,000	35,000,000	GSMS 2018-GS9	No
Note A-2-C1	30,000,000	30,000,000	Benchmark 2018-B1	No
Note A-2-C2	30,000,000	30,000,000	Benchmark 2018-B2	No
Note A-2-C3	20,000,000	20,000,000	Benchmark 2018-B1	No
Note A-2-C4	20,000,000	20,000,000	Benchmark 2018-B2	No
Total	**$940,000,000**	**$940,000,000**		

The Worldwide Plaza total debt capital structure is shown below:

Worldwide Plaza Total Debt Capital Structure

Total Debt / Worldwide Plaza Whole Loan	Tranche	Interest Rate	Cumulative Cut-off Date Balance	Cumulative Cut-off Date Balance per SF	Cumulative Cut-off Date LTV(1)	Cumulative UW NOI / NCF Debt Yield(2)	Cumulative UW NOI / NCF DSCR(2)
Senior Loans	**Worldwide Plaza Loan** **$35,000,000** ***Note A-1-C2***; **Worldwide Plaza Senior Companion Loans** ***$581,286,000*** ***Note A-1-S, Note A-2-S, Note A-1-C1, Note A-2-C1, Note A-2-C2, Note A-2-C3 and Note A-2-C4***	3.6045%(3)	$616,286,000	$301	35.4%	14.2% / 13.8%	3.88x / 3.77x
Subordinate Loans	**Worldwide Plaza Subordinate Loans** **$323,714,000** ***Note B-1-S and Note B-2-S***	3.6045%(3)	$940,000,000	$459	54.0%	9.3% / 9.0%	2.54x / 2.47x
Mezzanine Loans(4)	**Worldwide Plaza Mezzanine Loan (First)** **$190,000,000**	5.1170%	$1,130,000,000	$551	64.9%	7.7% / 7.5%	1.97x / 1.92x
Mezzanine Loans(4)	**Worldwide Plaza Mezzanine Loan (Second)** **$70,000,000**	6.0000%	$1,200,000,000	$585	69.0%	7.3% / 7.1%	1.80x / 1.75x
	Implied Borrower Sponsor Equity(5) **$540,000,000**		$1,740,000,000	$849			

(1) Based on the appraised value of $1,740,000,000 as of October 1, 2017. Based on the appraised value of the Office Tower, the Worldwide Plaza Whole Loan LTV is 58.0% and the Worldwide Plaza Total Debt LTV is 74.1%.
(2) Based on the UW NOI of $87,292,647 and the UW NCF of $85,021,775.
(3) The interest rate to full precision is 3.6045425532%.
(4) The Mezzanine Loans were sold to six unrelated third parties. One or more of the Mezzanine Loans were sold to an affiliate of the entity who is the initial controlling class holder and retaining third party purchaser for risk retention purposes in the WPT 2017-WWP transaction.
(5) Based on the appraised value of $1,740,000,000, the Implied Borrower Sponsor Equity is $540,000,000.

- **The Mortgaged Property.** The Worldwide Plaza Property consists of the Office Tower, a 49-story Class A office property with 1,807,231 SF located in New York, New York, and the Amenity Parcel, which consists of multi-tenant retail, a parking garage, theater and a health club. Worldwide Plaza (which also includes a residential tower that is not part of the collateral) occupies an entire block bounded by Eighth Avenue and Ninth Avenue and offers 360-degree panoramic views of New York City. The Worldwide Plaza Property features a copper tower top known as "David's Diamond". As of December 31, 2017, the Worldwide Plaza Property had an underwritten and physical occupancy of 98.4%. The Worldwide Plaza Property is anchored by Nomura Holding America Inc. ("**Nomura**") (Fitch: A- / Moody's: Baa1 / S&P: A-) and Cravath, Swaine & Moore LLP ("**Cravath**") (AM Law #46 based on AM Law 2016 revenue) under long term leases until 2033 and 2024, respectively. Nomura and Cravath have invested over $280 million of their own capital on build-outs including cafeterias with full kitchens, internal staircases, executive dining rooms, media rooms, conference rooms, rooftop (setback) terraces, as well as details and finishes throughout. Cravath has been headquartered at the Worldwide Plaza Property since 1989. Nomura signed a lease in June 2011 to locate its North American headquarters to the Worldwide Plaza Property.

The following table presents certain information relating to the major tenants (of which, certain tenants may have co-tenancy provisions) at the Worldwide Plaza 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
Cravath, Swaine & Moore LLP(2)	NR / NR / NR	617,135	30.1%	$57,269,382	45.5%	$92.80	8/31/2024	NA
Nomura Holding America Inc.(3)	A- / Baa1 / A-	819,906	40.0	40,259,280	32.0	49.10	9/30/2033	(4)
WNET.ORG and THIRTEEN	NR / NR / NR	102,709	5.0	4,985,663	4.0	48.54	8/31/2026	1, 5-year option
Rubenstein Associates, Inc.	NR / NR / NR	68,432	3.3	4,242,784	3.4	62.00	4/30/2031	1, 5-year option
WEBMD LLC.	NR / NR / NR	50,798	2.5	2,746,462	2.2	54.07	8/31/2021	1, 5-year option
Mercury Parking LLC(5)	NR / NR / NR	131,971	6.4	2,686,244	2.1	20.35	11/30/2027	NA
M. Shanken Communications	NR / NR / NR	38,418	1.9	2,252,555	1.8	58.63	3/31/2025	1, 5-year option
New World Stages Holding Co.(5)	NR / NR / NR	56,934	2.8	2,205,268	1.8	38.73	5/31/2024	2, 5-year options
CBS Broadcasting Inc.	NR / NR / NR	32,598	1.6	1,988,478	1.6	61.00	1/31/2027	1, 5-year option
Prometheus Global Media, LLC	NR / NR / NR	33,181	1.6	1,916,203	1.5	57.75	11/30/2025	1, 5-year option
Largest Tenants		**1,952,082**	**95.2%**	**$120,552,319**	**95.8%**	**$61.76**		
Remaining Tenants		64,025	3.1	5,304,085	4.2	82.84		
Vacant Spaces		33,446	1.6	0	0.0	0.00		
Totals / Wtd. Avg. Tenants		**2,049,553**	**100.0%**	**$125,856,404**	**100.0%**	**$62.43**		

(1) Certain ratings are those of the parent company whether or not the parent guarantees the lease.
(2) Cravath subleases approximately 29,688 SF on the 18th floor to AMA Consulting Engineers, P.C. at a base rent of approximately $54.65 PSF. Cravath subleases 34,210 SF on the 31st floor to McCarter & English LLP at a base rent of $51.00 PSF. Cravath defined these spaces as non-attorney spaces and, as their space needs changed over time, decided to sublease the space. The subleases are structured to be co-terminus with the rest of the Cravath space.
(3) Nomura has the right to reduce its space upon 15 months' notice prior to January 1, 2022 (if it has not exercised an expansion option in the prior 12 months) by a single contiguous block of space and/or any full or partial floor of its space that is not contiguous to any other space then leased by Nomura so long as the total contraction space includes no more than 10% of its rentable square footage. Nomura may also reduce its space in the same manner once after January 1, 2022 and prior to January 1, 2027. Both contraction options are subject to certain payments associated with the option. Nomura also has a one-time right to terminate its lease, in whole or in part as of January 1, 2027 upon 18 months' notice upon payment of a termination fee equal to six months fixed rent on the terminated space and certain costs associated with the termination.
(4) Nomura has three, five or 10-year extension options and a fourth five-year option, which may be exercised to extend the term of the lease for no more than a total of 20 years.
(5) Mercury Parking LLC and New World Stages Holding Co. are located in the Amenity Parcel, the other top ten tenants are located in the Office Tower.

The below chart provides a breakout of the collateral between the Office Tower and Amenity Parcel:

Office Tower	SF	Occupied SF	% of SF	Occupancy	UW Base Rental Income	UW Base Rent per SF	UW Total Rental Income	UW Total Rental per SF	% of UW Total Rent
Office	1,793,695	1,763,177	87.5%	98.3%	$115,660,807	$65.60	$123,936,609	$70.29	89.1%
Retail - Office	10,592	10,592	0.5	100.0%	1,288,114	$121.61	1,406,162	$132.76	1.0
Telecom	16	16	0.0	100.0%	106,290	$6,643.15	106,290	$6,643.15	0.1
Other	2,928	0	0.1	0.0%	0	$0.00	0	$0.00	0.0
Utility Reimbursements							4,078,317		2.9
Total / Wtd. Avg. Office Tower	**1,807,231**	**1,773,785**	**88.2%**	**98.1%**	**$117,055,212**	**$65.99**	**$129,527,379**	**$73.02**	**93.1%**
Amenity Parcel									
Theater	56,934	56,934	2.8%	100.0%	$2,205,268	$38.73	$2,715,201	$47.69	2.0%
Parking Garage	131,971	131,971	6.4	100.0%	2,686,244	$20.35	2,686,244	$20.35	1.9
Health Club	35,241	35,241	1.7	100.0%	1,800,000	$51.08	1,865,614	$52.94	1.3
Retail - Amenities	18,176	18,176	0.9	100.0%	2,109,680	$116.07	2,127,336	$117.04	1.5
Utility Reimbursements							179,553		0.1
Total / Wtd. Avg. Amenity Parcel	**242,322**	**242,322**	**11.8%**	**100.0%**	**$8,801,192**	**$36.32**	**$9,573,948**	**$39.51**	**6.9%**
Total / Wtd. Avg. Worldwide Plaza Property	**2,049,553**	**2,016,107**	**100.0%**	**98.4%**	**$125,856,404**	**$62.43**	**$139,101,326**	**$69.00**	**100.0%**

The following table presents certain information relating to the lease rollover schedule at the Worldwide Plaza 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(2)	2	0.0%	0.0%	$0	0.0%	$0.00	2
2017	0	0.0	0.0%	0	0.0	0.00	0
2018	4,700	0.2	0.2%	601,453	0.5	127.97	4
2019	3	0.0	0.2%	41,400	0.0	13,800.00	3
2020	2,343	0.1	0.3%	367,843	0.3	157.00	2
2021	59,759	2.9	3.3%	3,694,878	2.9	61.83	7
2022	1,819	0.1	3.3%	171,944	0.1	94.53	1
2023	0	0.0	3.3%	0	0.0	0.00	0
2024	674,069	32.9	36.2%	59,474,650	47.3	88.23	2
2025	71,609	3.5	39.7%	4,186,758	3.3	58.47	3
2026	105,580	5.2	44.9%	5,510,721	4.4	52.19	4
2027	167,071	8.2	53.0%	5,125,578	4.1	30.68	4
2028 & Thereafter	929,152	45.3	98.4%	46,681,179	37.1	50.24	4
Vacant	33,446	1.6	100.0%	0	0.0	0.00	0
Total / Wtd. Avg.	**2,049,553**	**100.0%**		**$125,856,404**	**100.0%**	**$62.43**	**36**

(1) Calculated based on approximate square footage occupied by each Owned Tenant.
(2) Includes telecom services at the Worldwide Plaza Property.

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

Historical Leased %(1)

2014	2015	2016	2017
93.4%	100.0%	100.0%	98.4%

(1) As provided by the borrowers and reflects average occupancy for the indicated year ended December 31.

- **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 Worldwide Plaza Property:

Cash Flow Analysis(1)

	2014	2015	2016	2017	Underwritten(2)	Underwritten $ per SF
Base Rental Revenue	$109,386,364	$112,900,860	$121,265,796	$123,425,233	$125,856,404	$61.41
Contractual Rent Steps	0	0	0	0	6,534,145	3.19
Total Reimbursement Revenue	7,973,726	10,495,072	13,378,603	11,973,246	13,244,922	6.46
Market Revenue from Vacant Units	0	0	0	0	2,441,440	1.19
Other Revenue	610,797	729,513	805,522	689,702	706,175	0.34
Gross Revenue	$117,970,886	$124,125,445	$135,449,920	$136,088,181	$148,783,086	$72.59
Vacancy / Credit Loss	0	0	0	0	(7,439,154)	(3.63)
Effective Gross Revenue	$117,970,886	$124,125,445	$135,449,920	$136,088,181	$141,343,932	$68.96
Total Operating Expenses	$49,895,080	$51,403,142	$52,275,875	$54,543,568	$54,051,285	$26.37
Net Operating Income	**$68,075,807**	**$72,722,303**	**$83,174,046**	**$81,544,613**	**$87,292,647**	**$42.59**
TI/LC	0	0	0	0	1,860,962	0.91
Capital Expenditures	0	0	0	0	409,911	0.20
Net Cash Flow	**$68,075,807**	**$72,722,303**	**$83,174,046**	**$81,544,613**	**$85,021,775**	**$41.48**

(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 June 30, 2017 and contractual rent steps through November 30, 2018.

- **Appraisal.** According to the appraisal, the Office Tower had an “as-is” appraised value of $1,620,000,000, and the Amenity Parcel had an “as-is” appraised value of $120,000,000, each as of October 1, 2017. The appraisal considered seven Manhattan office building sales to be directly comparable with the Worldwide Plaza Property in terms of location, building classification, rentable office area and current occupancy:

Office Sales Comparables(1)

Property Address	Sale Date	Year Built / Renovated	Total Area (NRA)	Sale Price	Sales Price per SF	Occupancy	NOI per SF
1221 Avenue of the Americas	Oct-16	1969/2016	2,677,007	$2,300,000,000	$859.17	90%	$24.89
11 Madison Avenue	Aug-16	1932/1998	2,287,905	$2,600,000,000	$1,136.41	96%	$26.78
10 Hudson Yards	Aug-16	2015	1,861,084	$2,150,000,000	$1,155.24	100%	$51.75
480 Lexington Avenue	May-17	1966/2000	1,779,515	$2,210,000,000	$1,241.91	94%	$60.23
1095 Avenue of the Americas	Aug-16	1973/2008	1,179,033	$2,353,000,000	$1,995.70	95%	$75.44
1250 Broadway	Aug-16	1969	773,215	$565,000,000	$730.72	88%	$22.46
1140 Avenue of the Americas	May-16	1925/1968	191,000	$180,000,000	$942.41	91%	$45.99
Weighted Average					**$1,149.71**	**94%**	**$41.54**

(1) Source: Appraisal.

- **Environmental Matters.** According to a Phase I environmental report, dated September 14, 2017, there are no recognized environmental conditions or recommendations for further action at the Worldwide Plaza Property.

- **Market Overview and Competition.** The Worldwide Plaza Property is located at 825 Eighth Avenue in the area known as the Midtown West Office Market.

  The overall average rent reached $76.05 per SF in the second quarter of 2017, up $0.85 quarter-over-quarter. Class A asking rents increased $1.88 per SF to $82.28. Class A vacancy fell to 7.7%, a 150-basis point decline year-over-year.

  The following table presents certain information relating to the primary competition for the Worldwide Plaza Property:

Competitive Set(1)

Property	Office Area (NRA)	Direct Available SF	Sublease Available SF	% Occupied (Direct)	% Occupied (Total)	Direct Asking Rent	
						Low	High
1515 Broadway	1,721,858	0	0	100.00%	100.00%	NA	NA
1585 Broadway	1,220,732	0	0	100.00%	100.00%	NA	NA
1633 Broadway	2,240,000	168,355	57,845	92.48%	89.90%	$74.00	$95.00
1675 Broadway	747,546	78,255	0	89.53%	89.53%	$75.00	$75.00
750 Seventh Avenue	533,076	0	0	100.00%	100.00%	NA	NA
787 Seventh Avenue	1,429,610	0	0	100.00%	100.00%	NA	NA
Total	**7,892,822**	**246,610**	**57,845**				
Average / Wtd. Avg.	**1,315,470**	**41,102**	**9,641**	**96.88%**	**96.14%**	**$74.50**	**$85.00**

(1) Source: Appraisal

- **The Borrowers.** The borrowers are WWP Office, LLC and WWP Amenities Holdings, LLC, both Delaware limited liability companies, and single-purpose entities. Legal counsel to the borrowers delivered a non-consolidation opinion in connection with the origination of the Worldwide Plaza Whole Loan. The non-recourse carveout guarantors are SL Green Operating Partnership, L.P. and RXR Fund III (consisting of RXR Real Estate Value Added Fund – Fund III LP, RXR RE VAF – Fund III Parallel A LP, RXR RE VAF – Fund III Parallel B LP, RXR RE VAF – Fund III Parallel B (REIT) LP, RXR RE VAF, Fund III Parallel C LP, and RXR RE VAF – Fund III Parallel D LP), jointly and severally both indirect owners of the borrowers. The Worldwide Plaza Whole Loan is non-recourse with standard carveouts to the borrowers; however the guarantee is limited to certain carveouts, including (i) limited recourse for any violation of the transfer restrictions contained in the loan documents and any unsecured, unpermitted additional debt and (ii) full recourse for insolvency events (capped at $94,000,000), unpermitted transfers and unpermitted additional debt secured by the collateral.

  SL Green Realty Corp. ("**SL Green**"), the sole general partner of SL Green Operating Partnership, L.P., is an S&P 500 company and a large New York City office landlord and a fully integrated real estate investment trust, or "**REIT**" with a market cap of $10.8 billion (as of 2016) that is focused primarily on acquiring, managing and maximizing value of Manhattan commercial properties. As of December 31, 2017, SL Green held interests in 121 Manhattan buildings totaling 50.0 million SF. This included ownership interests in 29.5 million SF of Manhattan buildings and debt and preferred equity investments secured by 20.5 million SF of buildings.

  RXR Realty LLC ("**RXR**") is a New York-based, approximately 500-person, vertically integrated real estate owner/operator and investment manager in the New York Metropolitan market. RXR is comprised of members of the former senior management and operating team of Reckson Associates ("**Reckson**"), a NYSE-listed REIT which was acquired by SL Green in January 2007 for over $6.0 billion. RXR re-entered the New York City market in August 2009. RXR's platform manages 72 commercial properties and investments with an aggregate gross asset value of approximately $17.7 billion as of December 31, 2017, comprising approximately 23.1 million SF of commercial operating properties and approximately 6,300 multi-family rental and for sale units under active development in the New York Metropolitan area. Gross asset value compiled by RXR in accordance with company fair value measurement policy and is comprised of capital invested by RXR and its partners, as well as leverage).

- **Escrows.** The loan documents require the borrowers to fund the following monthly reserves during a Worldwide Plaza Trigger Period:

  — Basic Carrying Costs Reserve: 1/12th of property taxes and insurance premiums reasonably estimated by the lender.

  — Tenant Improvements Reserve: Approximately $2.00 per SF *per annum* on the rentable square footage of 1,693,382 at the Worldwide Plaza Property, subject to a cap of $10 million.

  — Capital Expenditure Reserve: Approximately $0.25 per SF *per annum* on the gross square footage, subject to a cap of $2.5 million.

  — Excess Cash Flow Reserve: all remaining excess cash flow after payment of debt service (including any applicable Mezzanine Loan debt service if no mortgage event of default is continuing) required reserves, operating expenses and capital expenditures (pursuant to an approved annual budget, for emergency expenditures, or as otherwise approved by the lender).

  The borrowers are permitted at their election to substitute one or more letters of credit in lieu of cash reserves (other than for the excess cash flow reserve). The aggregate letters of credit and guaranties in lieu of reserves as described above and below with respect to the Cravath Reserve may not exceed $120,000,000 (the "**Affiliate Support Limit**").

  A **"Cravath Rollover Reserve"** beginning 12 months prior to the lease expiration of Cravath in August 2024, if a new or renewed Cravath lease has not been executed for all or substantially all of such space, or all or substantially all of the space leased by Cravath has not been re-leased, in each case in accordance with the terms of the loan agreement (a "**Cravath Reserve Period**"), the lender will trap all excess cash flow after debt service (including for any applicable mezzanine loans), operating expenses and capital expenditures (and, during a Worldwide Plaza Trigger Period, required reserves) until a reserve equal $42,286,860 has been accumulated. The borrowers are permitted to substitute a letter of credit or qualifying guaranty in lieu of cash reserves in an amount up to the amount that would not violate the Affiliate Support Limit. Upon the borrowers reletting at least 75% of such square footage, amounts in the Cravath Rollover Reserve in excess of the sum of (x) $100 per SF of space that has not been relet plus (y) any related unpaid tenant improvement costs, leasing commissions and free rent obligations under the replacement leases will be released to the borrowers.

  A "**Worldwide Plaza Trigger Period**" means any period (a) when the debt yield as of the first day of any fiscal quarter based on the net operating income is less than 5.50% until the debt yield as of the first day of any fiscal quarter is at least 5.50%, (b) at the lender's option, if certain financial statements required to be delivered by the borrowers are not delivered until such financials statements are delivered and reflect that no Worldwide Plaza Trigger Period pursuant to clause (a) is ongoing or (c) upon any event of default under a mezzanine loan until cured. The borrowers may cure a Worldwide Plaza Trigger Period under clause (a) by delivering cash, a letter of credit or a guaranty meeting certain requirements to post as additional collateral.

- **Lockbox and Cash Management.** The Office Tower portion of the collateral securing the Worldwide Plaza Whole Loan is structured with a hard lockbox and springing cash management. The related loan documents require the borrowers to direct tenants to pay rent directly to a lender-controlled lockbox account and all cash revenues relating to the Worldwide Plaza Property and all other money received by the borrowers or the property manager with respect to the Worldwide Plaza Property (other than tenant security deposits) be deposited into such lockbox account by the end of the first business day following receipt. If no event of default or Worldwide Plaza Trigger Period is continuing, on each business day, all amounts in such lockbox account will be released to the borrowers' operating account. On each business day during the continuance of an event of default under the Worldwide Plaza Whole Loan, a Cravath Reserve Period or a Worldwide Plaza Trigger Period, all funds in the lockbox account (less any required minimum balance) will be swept into a lender controlled cash management account and on each due date during the continuance of a Worldwide Plaza Trigger Period, Cravath Reserve Period or, at the lender's discretion, during an event of default under the Worldwide Plaza Whole 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 operating expenses, and that all remaining amounts be reserved in an excess cash flow reserve account.

  WWP Amenities Holdings, LLC (the "**Amenities Borrower**") the pledgor of the collateral related to the Amenity Parcel, caused the respective lender (the "**Amenities Lender**"), under the loans pledged as collateral for the Worldwide Plaza Whole Loan, to establish and thereafter maintain a springing lockbox account to which the owner of the Amenity Parcel deposits cash revenue related to the Amenity Parcel. Additionally, the borrowers are required to cause the Amenities Lender to use commercially reasonable efforts to cause the institution holding this amenities lockbox account to deliver to the lender a reasonably satisfactory springing lockbox agreement. During the continuance of a Worldwide Plaza Trigger Period, the Amenities Borrower is required to cause the Amenities Lender not to make any remittances from the amenities lockbox account except generally to pay expenses of the Worldwide Plaza Property, to the lockbox account of cash management account or certain other specified payments.

- **Property Management.** The Office Tower is currently managed by WWP Manager JV LLC, pursuant to a management agreement. Under the related loan documents, the Office Tower is required to remain managed by WWP Manager JV LLC, SL Green Realty Corp., RXR Realty LLC, RXR Property Management LLC, CBRE, Jones Lang LaSalle, Cushman & Wakefield, Newmark Grubb Knight Frank or any of its affiliates, or any other management company approved by the lender in accordance with the related loan documents and with respect to which a Rating Agency Confirmation has been received. The lender has the right to replace, or require the borrowers to replace, the property manager and require the borrowers to engage a property manager selected by the borrowers and (unless otherwise provided in the related loan documents) reasonably approved by the lender (i) during the continuance of an event of default under the Worldwide Plaza Whole Loan, (ii) following any foreclosure, conveyance in lieu of foreclosure or other similar transaction, or during the continuance of a material default by a property manager that is not an affiliate of the borrowers under the management agreement or (iii) 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.** Concurrently with the origination of the Worldwide Plaza Whole Loan, Goldman Sachs Mortgage Company made certain mezzanine loans which as of the Cut-off Date are a $190,000,000 mezzanine loan (the "**Worldwide Plaza Mezzanine Loan (First)**") and a $70,000,000 mezzanine loan (the "**Worldwide Plaza Mezzanine Loan (Second)**") (collectively the, "**Worldwide Plaza Mezzanine Loans**") to the direct parents of the borrowers secured by a pledge of 100% of the direct or indirect equity interests in the borrowers. The Worldwide Plaza Mezzanine Loan (First) carries an interest rate of 5.1170% *per annum* and the Worldwide Plaza Mezzanine Loan (Second) carries an interest rate of 6.0000% *per annum* and are coterminous with the Worldwide Plaza Whole Loan. The lenders of the Worldwide Plaza Whole Loan and the Worldwide Plaza Mezzanine Loans entered into intercreditor agreements that provide for customary consent rights, cure rights and the right to purchase defaulted loans. See "*Description of the Mortgage Pool—Additional Indebtedness—Mezzanine Indebtedness*" in the Prospectus.

- **Additional Debt**. The loan documents permit additional mezzanine debt (or equivalent debt-like preferred equity) that is structurally subordinate to the Worldwide Plaza Whole Loan and the existing Worldwide Plaza Mezzanine Loans subject to certain conditions, including without limitation (a) such debt is provided by an institutional lender meeting certain requirements, (b) such debt is subject to an intercreditor agreement (or recognition agreement, as applicable) on substantially the same terms as the intercreditor agreement among lender, the mezzanine lenders or otherwise on terms reasonably acceptable to the lender, (c) such debt is coterminous with the Worldwide Plaza Whole Loan, (d) after giving effect to the additional debt, the aggregate debt yield as calculated under the loan documents may not be less than 7.45% and the aggregate loan-to-value ratio does not exceed 65.5%, (e) the lease with Cravath or acceptable replacement tenants meeting certain requirements has been extended at least two years beyond the loan term, (f) such debt does not at any time have an outstanding principal amount in excess of $120 million, (g) such debt is current-pay only, with no payment in kind or similar features, (h) rating agency confirmation has been received, and (i) the prior written approval of the mezzanine lender (which may not be withheld if the mezzanine lender reasonably determines that the foregoing conditions have been satisfied) is obtained. Goldman Sachs Mortgage Company or its designee has a right of first offer to provide any such permitted mezzanine financing. See "*Description of the Mortgage Pool—Additional Indebtedness—Mezzanine Indebtedness*" in the Prospectus.

- **Terrorism Insurance.** The borrowers are required to maintain terrorism insurance in an amount equal to the full replacement cost of the Worldwide Plaza Property, as well as 18 months of rental loss and/or business interruption coverage, together with a 12-month extended period of indemnity following restoration. If TRIPRA is no longer in effect, then the borrowers' requirement will be capped at insurance premiums equal to two times the amount of the insurance premium payable in respect of the property and business interruption/rental loss insurance required under the related loan documents. See "*Risk Factors—Terrorism Insurance May Not Be Available for All Mortgaged Properties*" in the Prospectus.