







Sources and Uses					
Sources	\$	%	Uses	\$	%
Loan Amount	\$70,000,000	100.0%	Loan Payoff	\$60,492,703	86.4%
			Principal Equity Distribution	6,107,719	8.7
			Reserves	2,256,785	3.2
			Closing Costs	1,142,794	1.6
Total Sources	\$70,000,000	100.0%	Total Uses	\$70,000,000	100.0%

- **The Mortgage Loan.** The mortgage loan (the “**935 Madison Avenue Loan**”) is evidenced by a note in the original principal amount of \$70,000,000 and is secured by a first mortgage encumbering the borrower’s fee simple interest in a retail condominium located in New York, New York (the “**935 Madison Avenue Property**”). The 935 Madison Avenue Loan was originated by Goldman Sachs Mortgage Company on January 19, 2017 and represents approximately 6.6% of the Initial Pool Balance. The note evidencing the 935 Madison Avenue Loan has an outstanding principal balance as of the Cut-off Date of \$70,000,000 and an interest rate of 4.6175% *per annum*. The borrower utilized the proceeds of the 935 Madison Avenue Loan to refinance existing debt, return equity to the borrower sponsor, fund reserves and pay origination costs.

- **The Mortgaged Property.** The 935 Madison Avenue Property is a 13,462 SF retail property that was built in 1876, redeveloped in 2016 and is located at Madison Avenue between East 74th and 75th streets in New York, on Manhattan's Upper East Side. The 935 Madison Avenue Property is positioned adjacent to the Met Breuer museum and directly across the street from Apple's Upper East Side store (along the Madison Avenue retail corridor). The 935 Madison Avenue Property features restored historic facades, new signage, 18-foot ceilings on the ground floor and upscale tenant build-outs. As of January 1, 2017, Total Occupancy and Owned Occupancy were both 77.5%.

935 MADISON AVENUE

The borrower acquired the 935 Madison Avenue Property from the Whitney Museum in 2010 for approximately \$95.0 million, and spent approximately \$84 million through January 2017 redeveloping the property into a new 82,000 SF condominium (which includes ten residential condos that are not part of the collateral) behind and above the historic facades. In 2014, the borrower began marketing the 13,462 SF retail space, which is included in the collateral for the 935 Madison Avenue Loan.

The following table presents certain information relating to the major tenants (of which, certain tenants may have co-tenancy provisions) at the 935 Madison Avenue Property:

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	Tenant Sales \$ per SF ⁽²⁾	Occupancy Cost ⁽²⁾	Lease Expiration	Renewal / Extension Options
Nespresso ⁽³⁾⁽⁴⁾	AA / Aa2 / AA	3,914	29.1%	\$1,900,275	36.5%	\$485.51	NA	NA	6/30/2028	1, 5-year option
Aquazzura ⁽⁵⁾	NR / NR / NR	2,153	16.0	1,150,000	22.1	534.14	NA	NA	2/13/2026	1, 5-year option
Moynat ⁽⁶⁾	NR / NR / NR	2,160	16.0	1,100,000	21.2	509.26	NA	NA	12/31/2025	1, 5-year option
Golden Goose ⁽⁴⁾	NR / NR / NR	2,206	16.4	1,050,000	20.2	475.97	NA	NA	4/7/2027	1, 5-year option
Largest Tenants		10,433	77.5%	\$5,200,275	100.0%	\$498.44				
Remaining Owned Tenants		0	0.0	0	0.0	0.00				
Vacant Spaces (Owned Tenants)		3,029	22.5	0	0.0	0.00				
Totals / Wtd. Avg. Tenants		13,462	100.0%	\$5,200,275	100.0%	\$498.44				

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

(2) Tenants are not required to report sales, per their leases.

(3) The Nespresso lease is guaranteed by its parent, Nestlé Holdings, Inc.

(4) Nespresso and Golden Goose have each taken legal possession of their respective space and are in the process of building it out. Tenants have not yet opened their space for business. We cannot assure you that either tenant will open their space or commence paying rent as expected or at all.

(5) Store is flagship location and first U.S. store.

(6) Store is flagship location and first U.S. store. An affiliate of LVMH and a subsidiary of the Groupe Arnault (lease guarantor).

The following table presents certain information relating to the lease rollover schedule at the 935 Madison Avenue 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	0	0.0	0.0%	0	0.0	0.00	0
2018	0	0.0	0.0%	0	0.0	0.00	0
2019	0	0.0	0.0%	0	0.0	0.00	0
2020	0	0.0	0.0%	0	0.0	0.00	0
2021	0	0.0	0.0%	0	0.0	0.00	0
2022	0	0.0	0.0%	0	0.0	0.00	0
2023	0	0.0	0.0%	0	0.0	0.00	0
2024	0	0.0	0.0%	0	0.0	0.00	0
2025	2,160	16.0	16.0%	1,100,000	21.2	509.26	1
2026	2,153	16.0	32.0%	1,150,000	22.1	534.14	1
2027	2,206	16.4	48.4%	1,050,000	20.2	475.97	1
2028 & Thereafter	3,914	29.1	77.5%	1,900,275	36.5	485.51	1
Vacant	3,029	22.5	100.0%	0	0.0	0.00	0
Total / Wtd. Avg.	13,462	100.0%		\$5,200,275	100.0%	\$498.44	4

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

The following table presents certain information relating to historical occupancy at the 935 Madison Avenue Property:

Historical Leased %

2014 ⁽¹⁾	2015 ⁽¹⁾	2016 ⁽¹⁾	As of 1/1/2017 ⁽²⁾
NAP	NAP	NAP	77.5%

(1) The 935 Madison Avenue Property was redeveloped between 2013 and 2016 and has limited operating history.

(2) Includes two tenants totaling 6,120 SF (Nespresso: 3,914 SF and Golden Goose: 2,206 SF) that have executed leases and taken possession of its space, but have not opened for business or begun paying rent. Nespresso has taken occupancy and is expected to commence paying rent in July 2017 and Golden Goose has taken occupancy and is expected to commence paying rent in the second quarter of 2017. We cannot assure you that these tenants will open for business or begin paying rent as anticipated or at all. Total Occupancy and Owned Occupancy excluding these tenants are both 32.0%.

- **Operating History and Underwritten Net Cash Flow.** The following table presents certain information relating to the Underwritten Net Cash Flow at the 935 Madison Avenue Property:

Cash Flow Analysis⁽¹⁾⁽²⁾

	Underwritten ⁽³⁾	Underwritten \$ per SF
Base Rental Revenue	\$5,200,275	\$386.29
Contractual Rent Steps	238,970	17.75
Gross Up Vacancy	1,590,000	118.11
Total Reimbursables	75,494	5.61
Gross Revenue	\$7,104,740	\$527.76
Less Vacancy & Credit Loss	(1,590,000)	(118.11)
Effective Gross Income	\$5,514,740	\$409.65
Total Operating Expenses ⁽⁴⁾	626,403	46.53
Net Operating Income	\$4,888,336	\$363.12
TI/LC	49,116	3.65
Capital Expenditures	135	0.01
Net Cash Flow	\$4,839,085	\$359.46

(1) The 935 Madison Avenue Property was redeveloped between 2013 and 2016 and has no operating history.

(2) 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.

(3) Underwritten cash flow based on contractual rents as of January 1, 2017 and contractual rent steps through February 28, 2018.

(4) Total operating expenses are inclusive of real estate taxes, insurance, repairs, management fee, payroll and other miscellaneous expenses based on the borrower sponsor's 2017 budget.

- **Appraisal.** According to the appraisal, the 935 Madison Avenue Property had an “as-is” appraised value of \$145,100,000 as of December 12, 2016 and an “as stabilized” appraised value of \$148,400,000 as of July 1, 2017, assuming a stabilized occupancy of 98.0%.
- **Environmental Matters.** According to a Phase I environmental report dated December 23, 2016, there are no recognized environmental conditions or recommendations for further action at the 935 Madison Avenue Property.
- **Market Overview and Competition.** The 935 Madison Avenue Property is located in the Upper East Side (“UES”) submarket within the New York City retail market. As of the third quarter of 2016, the UES submarket included a total of approximately 3.2 million SF of retail space with vacancy of approximately 2.1%. This compares to the broader New York City retail market which included a total of approximately 49.8 million SF of retail space with vacancy of approximately 3.4%. Net absorption in the New York City retail market as of the third quarter of 2016 was approximately 181,900 SF with approximately 1.0 million SF of retail space under construction.

The following table presents certain information relating to the comparable retail lease transactions for the 935 Madison Avenue Property:

Comparable Lease Transactions⁽¹⁾

Tenant Address	Tenant	Lease Term (Years)	Area (SF)	Space Type	Rental Rate PSF
975 Madison Avenue (NE Corner of 76th Street)	Helly Nahmad Gallery	NAV	1,218	Grade	\$950.00
944 Madison Avenue (Btwn. 74th and 75th Streets)	By Kilian	10	500	Grade	\$750.00
944 Madison Avenue (Btwn. 74th and 75th Streets)	Luxury Optical	10	512	Grade	\$737.50
944 Madison Avenue (Btwn. 74th and 75th Streets)	Shi Cashmere	10	573	Grade	\$750.00
783 Madison Avenue (Btwn. 68th and 69th Streets)	Vhernier	5	1,400	Grade	\$858.57
929 Madison Avenue (Btwn. 73rd and 74th Streets)	Stella McCartney	12	1,600	Grade	\$1,000.00
786 Madison Avenue (Btwn. 66th and 67th Streets)	Yves Salomon	NAV	850	Grade	\$847.00
926 Madison Avenue (Btwn. 73rd and 74th Streets)	Acne Studios	NAV	3,000	Grade	\$750.00
998 Madison Avenue (Btwn. 77th and 78th Streets)	Unknown	NAV	810	Grade	\$771.60

(1) Source: Appraisal.

- **The Borrower.** The borrower is JZS Madison Retail, LLC, a single-purpose, single-asset entity. The non-recourse carveout guarantor under the 935 Madison Avenue Loan is Daniel E. Straus, an indirect owner of the borrower. Daniel E. Straus oversees the Straus Group, a family office that invests in hedge funds, private equity and real estate. The Straus Group and its affiliates have owned and developed over 10 million SF of property over the past 25 years.
- **Escrows.** On the origination date, the borrower funded an unfunded obligations account in the amount of \$2,256,785, comprised of \$1,290,005 for tenant improvements and leasing commissions and \$966,781 for free rent.

On each due date during a 935 Madison Avenue Trigger Period or an event of default under the 935 Madison Avenue Loan, 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, provided, however, that reserve deposits for insurance premiums are not required if the insurance required under the loan agreement is maintained by the condominium board rather than the borrower, (ii) a tenant improvements and leasing commissions reserve in an amount equal to \$2,244, capped at \$80,772 and (iii) a capital expenditure reserve in an amount equal to \$224, capped at \$8,077.

In addition, if (i) any of Aquazzura, Moynat, Golden Goose or any replacement tenant as described in clause (y) below (as applicable, a **"Rollover Tenant"**) does not extend its lease on or before the earlier of (A) the deadline for providing notice of exercise of an extension or renewal right or (B) 12 months prior to the expiration date of such lease, and (ii) net operating income (as calculated under the related loan documents) is less than \$4,701,235, then on each due date the borrower will be required to remit to the lender, for deposit into a tenant rollover reserve account, all income from the 935 Madison Avenue Mortgaged Property after the payment of debt service, required reserves, operating expenses and customary and reasonable marketing expenses related to vacant space at the 935 Madison Avenue Mortgaged Property, until either (x) the amount deposited by the borrower in the tenant rollover reserve account in connection with the applicable expiring lease is equal to the base rent payable during the final 12 months of such Rollover Tenant's lease or (y) the borrower has leased, pursuant to a replacement lease or an expansion of an existing lease, to a replacement tenant, either (1) the applicable premises leased by such Rollover Tenant, (2) a portion of the premises leased by such Rollover Tenant, or (3) another vacant premises at the 935 Madison Avenue Property, provided that in any of clauses (1), (2) or (3) above, the base rent under the new lease equals or exceeds the base rent payable during the final 12 months of the related Rollover Tenant's lease.

In addition, on each due date during the continuance of a 935 Madison Avenue Trigger Period, the related loan documents require an excess cash flow reserve as discussed under “*Lockbox and Cash Management*” below.

A “**935 Madison Avenue Trigger Period**” means (i) the period commencing as of the conclusion of any 12-month period (ending on the last day of a fiscal quarter) during which net operating income (as calculated under the related loan documents) is less than \$3,746,269, and ending at the conclusion of the second consecutive fiscal quarter for which the net operating income for the trailing 12-month period (ending on the last day of any fiscal quarter) is equal to or greater than \$3,746,269 or (ii) the period commencing upon the borrower’s failure to deliver required monthly, quarterly or annual financial reports and ending when such reports are delivered and indicate that no other 935 Madison Avenue Trigger Period is ongoing.

- **Lockbox and Cash Management.** The 935 Madison Avenue Loan is structured with a hard lockbox and springing cash management. The related loan documents require the borrower to deliver notice to each tenant instructing them to remit all rents into a lender-controlled lockbox account and require that all cash revenues relating to the 935 Madison Avenue Property and all other money received by the borrower or the property manager with respect to the 935 Madison Avenue Property (other than tenant security deposits) be deposited into the lockbox account by the end of the first business day following receipt. On each business day during the continuance of a 935 Madison Avenue Trigger Period or an event of default under the 935 Madison Avenue 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 935 Madison Avenue Trigger Period or event of default under the 935 Madison Avenue Loan is continuing, all funds in the lockbox are required to be swept into a borrower-controlled operating account.

On each due date during the continuance of a 935 Madison Avenue Trigger Period or, at the lender’s discretion, during an event of default under the 935 Madison Avenue 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 935 Madison Avenue Loan, the lender may apply all funds on deposit in any of the accounts constituting collateral for the 935 Madison Avenue Loan to amounts payable under the related loan documents and/or toward the payment of expenses of the 935 Madison Avenue Property, in such order of priority as the lender may determine.

- **Property Management.** The 935 Madison Avenue Property is managed by JZS Madison, LLC, which is affiliated with the borrower, pursuant to a management agreement. Under the related loan documents, the 935 Madison Avenue Property is required to remain managed by JZS Madison, LLC, or any other management company approved by the lender and with respect to which a Rating Agency Confirmation has been received; provided, however, the property manager may assign its rights under the approved management agreement to an affiliate of borrower that is wholly owned by and controlled by the borrower sponsor or its affiliate and/or one or more direct or indirect owners of JZS Madison, LLC as of the origination date without (i) the prior consent of lender, (ii) satisfying the Rating Agency Confirmation and (iii) delivering a non-consolidation opinion letter. The lender has the right to replace, or require the borrower to replace, the property manager with a property manager selected by the lender (i) during the continuance of a monetary event of default under the 935 Madison Avenue 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.
- **Release of Collateral.** The borrower has the right to sell any unused air rights and floor areas owned by the borrower as owner of the commercial unit, and, so long as no event of default under the 935 Madison Avenue Loan has occurred and is continuing, the borrower will be entitled to retain the proceeds thereof. In connection with such a transaction, the lender will be required to execute an amendment to the 935 Madison Avenue Loan documents and file or authorize a filing of UCC-3 financing statements releasing its lien on any such unused air rights and floor areas and any other documentation reasonably requested to confirm such release.

- **Condominium Structure.** The 935 Madison Avenue Property constitutes the commercial unit of a residential and commercial condominium property. The borrower has a 21.5523% aggregate percentage interest in the common element of the condominium. The condominium board will consist of four members, of which three members are designated by the residential unit owners and one member is designated by the borrower as owner of the commercial unit. Each board member is entitled to one vote in all matters that require a vote of the entire condominium board. The presence of a majority of the members of the board constitutes a quorum, and all determinations of the board require a majority vote of the board. However, with respect to any meeting pertaining solely to matters that do not affect the commercial unit or the borrower as owner of the commercial unit owner, a majority of the members other than the borrower's designee will constitute a quorum for purposes of such meeting.
- **Mezzanine or Secured Subordinate Indebtedness.** Not permitted.
- **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 935 Madison Avenue 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 borrower will be required to carry terrorism insurance throughout the term of the 935 Madison Avenue 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 or pursuant to the insurance policy maintained by the condominium board, provided that the borrower provide evidence satisfactory to the lender that the insurance premiums for the 935 Madison Avenue Property are separately allocated to the 935 Madison Avenue 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.