

## FORBEARANCE AGREEMENT

This Forbearance Agreement (this "**Agreement**"), dated as of April 10, 2020 (the "**Effective Date**"), is entered into among [REDACTED] Place, LLC ("**Borrower**"), Gould Investors LP ("**Guarantor**"), and [REDACTED] ITED, N.A, a national bank, ("**Lender**").

### RECITALS

A. Borrower and Lender are parties to a certain Consolidation and Extension Agreement dated as of February 20, 2015 ("**Loan Agreement**") pursuant to which Lender made a loan to Borrower in the original principal amount of \$6,800,000.00 ("**Loan**").

B. The Loan is evidenced by that certain Restated Mortgage Note dated as of February 20, 2015 by Borrower in favor of Lender in the original principal amount of \$6,800,000.00 ("**Note**") along with all related Loan Documents (hereinafter defined).

C. Borrower's obligations, indebtedness, and other liabilities under the Loan Documents (as defined in Section 1.4) are guaranteed by Guarantor pursuant to that certain Non-Recourse Guaranty dated as of February 20, 2015 and other applicable agreements ("**Guaranty**").

D. Certain defaults under the Loan Documents are imminent, or have occurred and are continuing and, as a result thereof, Lender has or will soon have the full legal right to exercise any and all of its rights and remedies under the Loan Documents.

E. Borrower and Guarantor have requested Lender to forbear from exercising its rights and remedies under the Loan Documents as a result of such defaults.

F. Lender is willing to forbear from exercising such rights and remedies during the Forbearance Period (as defined in Section 2.1), provided that Borrower and Guarantor comply fully with the terms and conditions of this Agreement and the Loan Documents.

In consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Borrower and Guarantor Acknowledgments and Agreements. Borrower and Guarantor acknowledge and agree that:

1.1 Recitals. The above recitals are true and correct.

1.2 Outstanding Loan Amount. The outstanding principal amount owed by Borrower to Lender under the Loan as of the close of business on the date of this Agreement is \$6,179,259.49. The outstanding principal amount of the Loan, together with interest accrued and accruing thereon, and fees, costs, expenses, and other charges now or hereafter payable by Borrower to Lender, is unconditionally owing by Borrower to Lender, without claim, offset, defense, or counterclaim of any kind, nature, or description whatsoever.

1.3 Defaults. Borrower has advised Lender that, as a result of the impact on certain operations caused by the Covid-19 pandemic, a default in payment is imminent ("**Existing Default**").