

PRE-NEGOTIATION AGREEMENT

THIS PRE-NEGOTIATION AGREEMENT (this "**Agreement**"), dated as of the ____ day of October, 2019, is made by and among 10048 MEZZ II LLC, a Delaware limited liability company, having an office at c/o S. [REDACTED]man Real Estate Holdco LLC, 527 Madison Avenue, New York, NY 10022 ("**Lender**"), 10048 [REDACTED]TES MEZZ II LLC, a Delaware limited liability company, having an office at c/o Hidrock Properties, 40 Wall Street, New York, NY 10005 (the "**Borrower**"), Jack [REDACTED], [REDACTED], and [REDACTED]am [REDACTED], [REDACTED], each an individual (each a "**Guarantor**" and collectively, the "**Guarantors**"). Borrowers and Guarantors are hereinafter sometimes referred to collectively as the "**Borrower Parties**." Borrower Parties and Lender are sometimes referred to individually herein as a "**Party**," and collectively as the "**Parties**."

RECITALS

Pursuant to that certain Junior Mezzanine Loan Agreement, dated as of April 17, 2019 (the "**Loan Agreement**") by and among Borrower and Lender, Lender made a loan in the original principal amount of up to \$7,000,000 (the "**Loan**") to Borrower, which is evidenced by that certain Junior Mezzanine Promissory Note, dated April 17, 2019, executed by Borrower in favor of Lender (the "**Note**"). The Note is secured by, among other things, that certain Junior Mezzanine Pledge and Security Agreement, dated April 17, 2019, executed by Borrower in favor of Lender, as the same may be amended, assigned, restated, replaced, supplemented or otherwise modified from time to time. In connection with the Loan, each of the Guarantors executed in favor of Lender a certain Junior Mezzanine Carry Guaranty, Junior Mezzanine Guaranty of Completion, Junior Mezzanine Guaranty Agreement, and Guarantors executed that certain Junior Mezzanine Environmental Indemnification Agreement, each dated as of April 17, 2019 (the "**Guaranties**"). Capitalized terms used but not defined herein shall have the meaning ascribed thereto in the Loan Agreement.

AGREEMENT

In consideration of the mutual promises and covenants herein contained and intending to be legally bound hereby, the Parties hereto covenant and agree as follows:

1. Negotiations. The Borrower Parties have requested, and, subject to the terms of the Loan Documents and this Agreement, Lender has agreed, to participate in discussions and negotiations with the Borrower Parties (the "**Negotiations**") concerning the obligations ("**Obligations**") of the Borrower Parties to Lender which are created, evidenced or secured by, or related to the Loan Documents. Unless and until the Parties each agree, in each party's sole and absolute discretion, to enter into a written agreement as described in Section 2 below and such agreement is executed and delivered by each of the Parties, no Party shall have any obligation to modify, amend and/or restructure the Loan (or any of the Loan Documents) as a result of the commencement or continuation of the Negotiations or otherwise, and none of the Loan Documents shall be deemed modified nor any provision contained therein waived as a result of the Negotiations absent such a written agreement executed by each of the Parties. Moreover, nothing contained herein shall be construed as (a) a commitment by Lender to make any new loan or loans, or to grant or extend any financial or other accommodations to Borrower Parties, (b) a commitment by Lender to restructure the Loan and/or the Guaranties, or grant any