

Execution Copy

CONSOLIDATION, EXTENSION AND RESTATEMENT OF NOTES AGREEMENT

THIS CONSOLIDATION, EXTENSION AND RESTATEMENT OF NOTES AGREEMENT (this "**Agreement**") is made as of the 13th day of December, 2017, between **96 ACQUISITION LLC**, a New York limited liability company, having its principal place of business at 1274 49th Street, Suite 184, Brooklyn, New York 11219 (together with its successors and/or assigns, "**Borrower**"), and **FIT STREET PARTNERS REALTY OPERATING PARTNERSHIP, L.P.**, a Delaware limited partnership, having an address at 142 West 57th Street, Suite 1201, New York, New York 10019 (together with its successors and/or assigns, "**Lender**").

RECITALS:

1. Lender is the holder of the notes described in Schedule A attached hereto and made a part hereof (the "**Existing Notes**").
2. Borrower confirms that the aggregate principal amount now owing on the Existing Notes is up to Sixty-Eight Million and No/100 Dollars (\$68,000,000.00) and that there are no defenses, set-offs or counterclaims against payment of said amount.
3. Borrower and Lender wish to consolidate the Existing Notes to form a single consolidated debt obligation evidencing a principal indebtedness in the amount of up to Sixty-Eight Million and No/100 Dollars (\$68,000,000.00), and Borrower and Lender also wish to modify, extend and restate in their entirety the Existing Notes, as herein consolidated, upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt whereof is hereby acknowledged, the parties hereto mutually covenant and agree as follows:

ARTICLE 1: SINGLE INDEBTEDNESS

The terms, covenants and provisions of the Existing Notes are hereby consolidated, modified, amended and restated in their entirety to be a single consolidated promissory note in the principal amount of up to Sixty-Eight Million and No/100 Dollars (\$68,000,000.00) payable in accordance with the terms set forth in that certain form of promissory note attached hereto and made a part hereof as Exhibit A (the "**Note**") and that certain Loan Agreement dated as of the date hereof by and between Borrower and Lender (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "**Loan Agreement**"). Borrower will pay the indebtedness evidenced by the Existing Notes and interest thereon at the rate of interest and on all of the terms, covenants and conditions contained in the Note, and all of the terms, covenants and conditions of the Note are incorporated herein by reference and supersede in their entirety (and constitute a complete restatement of) all of the terms, covenants and conditions of the Existing Notes. Borrower covenants and agrees to comply with and observe all of the terms, covenants and conditions of the Note.

ARTICLE 2: NO ORAL CHANGES