

## LOAN AGREEMENT

This LOAN AGREEMENT, dated as of September 20, 2017 (as amended, restated, replaced, supplemented or otherwise modified from time to time, this “**Agreement**”), between **TPG [REDACTED] 2 LTD.**, an exempted company incorporated with limited liability under the laws of the Cayman Islands, having an address at 888 Seventh Avenue, 35th Floor, New York, New York 10106 (together with its successors and assigns, “**Lender**”), and **[REDACTED] BROOKVIEW LLC**, a Delaware limited liability company, having its principal place of business at 55 E Monroe, Suite 3610, Chicago, Illinois 60603 (“**Borrower**”).

### WITNESSETH:

WHEREAS, Borrower desires to obtain a loan in the original principal amount of SIXTY-FOUR MILLION NINE HUNDRED THOUSAND and No/100 Dollars (\$64,900,000.00) from Lender pursuant to this Agreement (the “**Loan**”); and

WHEREAS, Lender is willing to make the Loan to Borrower, subject to and in accordance with the terms of this Agreement and the other Loan Documents (as hereinafter defined).

NOW THEREFORE, in consideration of the making of the Loan by Lender and the covenants, agreements, representations and warranties set forth in this Agreement, the parties hereto hereby covenant, agree, represent and warrant as follows:

## ARTICLE I

### DEFINITIONS; PRINCIPLES OF CONSTRUCTION

Section 1.1 Definitions. For all purposes of this Agreement, except as otherwise expressly required or unless the context clearly indicates a contrary intent:

“**Acknowledgment**” shall mean the Acknowledgment, dated on or about the date hereof made by the Counterparty, or as applicable, an Approved Counterparty.

“**Administration Fee**” shall mean a Loan administration fee in the sum of Two Thousand Nine Hundred Sixteen and 67/100 Dollars (\$2,916.67) per month payable to Lender in accordance with Section 2.3.6.

“**Advance**” or “**Advances**” shall mean any disbursement of the proceeds of the Loan by Lender pursuant to the terms of this Agreement.

“**Affiliate**” shall mean, as to any Person, any other Person that, directly or indirectly, is in Control of, is Controlled by or is under common Control with such Person or is a director or officer of such Person or of an Affiliate of such Person.

“**Affiliated Manager**” shall mean any Manager in which Borrower or Guarantor has, directly or indirectly, any legal, beneficial or economic interest.