

EXECUTION VERSION

PLEDGE AND SECURITY AGREEMENT

This **PLEDGE AND SECURITY AGREEMENT** (this “**Pledge Agreement**”), is made as of September 20, 2017, by [REDACTED] BROOKVIEW MEZZANINE LLC, a Delaware limited liability company (together with its successors and assigns, “**Pledgor**”), having an address at 55 E Monroe, Suite 3610, Chicago, IL 60603, for the benefit of [REDACTED] RE FINANCE 2 LTD., an exempted company incorporated with limited liability under the laws of the Cayman Islands (together with its successors and assigns, collectively, “**Lender**”), having an address at c/o TPG RE Finance Trust, Inc., 888 Seventh Avenue, 35th Floor, New York, New York 10106.

RECITALS

A. Pledgor is the sole member of Atlas Brookview LLC, a Delaware limited liability company (“**Borrower**”).

B. Pursuant to the terms of that certain Loan Agreement, dated as of the date hereof (as amended, modified, supplemented, restated or replaced from time to time, the “**Loan Agreement**”), between Lender and Borrower, Borrower has become indebted to Lender with respect to a loan in the aggregate maximum principal amount of up to \$64,900,000.00 (the “**Loan**”).

C. As a condition precedent to making the Loan, Lender requires that the Pledgor execute and deliver this Pledge Agreement to Lender. Pledgor is the sole member of Borrower and acknowledges that it has and will receive material benefits from the making of the Loan.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce Lender to make the Loan under the Loan Agreement, Pledgor hereby agrees with Lender as follows:

1. **Defined Terms.** In addition to the definitions set forth in the foregoing Recitals, all of which are hereby incorporated into the substantive provisions of this Pledge Agreement, unless otherwise provided herein, all capitalized terms used but not defined in this Pledge Agreement shall have the respective meanings ascribed thereto in the Loan Agreement and, for the purposes of this Pledge Agreement. As used herein, the following terms shall have the following meanings:

(a) “**Article 8 Matter**” shall have the meaning ascribed thereto in Section 16 hereof.

(b) “**Assignment of Interest**” shall have the meaning ascribed thereto in Section 2 hereof.

(c) “**Charter Documents**” means the agreements and instruments listed on Exhibit A hereto, as each of the same may hereafter be amended, restated, replaced, supplemented or otherwise modified from time to time.