

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of April 15, 2022 (as amended, supplemented or otherwise modified from time to time, this "**Assignment**"), among [REDACTED] G LENDER 23 LLC (the "**Assignor**"), C [REDACTED] HOLDINGS PB I LLC (the "**Assignee**") and [REDACTED] WEST PORTFOLIO LENDER LLC ("**Mezzanine Lender**"; together with Assignee, the "**Assignee Parties**").

RECITALS:

WHEREAS, this Assignment relates to that certain Mortgage Loan Agreement, dated as of September 21, 2018 (the "**Closing Date**"), by and among the entities listed on Schedule 1 (collectively, "**Borrower**") and Assignor (as amended, restated, supplemented or otherwise modified from time to time, the "**Loan Agreement**");

WHEREAS, pursuant to the terms, provisions and conditions set forth in the Loan Agreement and the other "Loan Documents" executed in connection therewith, including, without limitation, those documents identified on Exhibit "A" attached hereto and made a part hereof, Assignor made a loan to Borrower (the "**Loan**"), which Loan is evidenced by that certain Mortgage Loan Amended, Restated and Consolidated Promissory Note, dated as of the Closing Date, made by Borrower to Assignor (the "**Original Note**") as such Original Note was split, pursuant to the terms, conditions, and provisions of that certain Note Splitter and Modification Agreement and Omnibus Amendment to Loan Documents dated December 20, 2018, and amended and restated by that certain Mortgage Loan Replacement Promissory Note (Remaining Premises) dated December 20, 2018 in the principal amount of \$117,920,000.00 (the "**First Split Note**"), as such First Split Note was further split pursuant to the terms, conditions, and provisions of that certain Note Splitter and Modification Agreement and Omnibus Amendment to Loan Documents dated September __, 2019, and further amended and restated by that certain Mortgage Loan Replacement Promissory Note (Remaining Premises) dated September __, 2019, in the principal amount of \$116,020,000.00 (the "**Second Split Note**", and the Original Note as amended, modified and split by the First Split Note and the Second Split Note, as may be further amended, restated, supplemented or otherwise modified from time to time, the "**Note**");

WHEREAS, Assignee desires to purchase from Assignor, and Assignor desires to sell to Assignee, all of Assignor's rights, title and interests, in and to the Loan, the Loan Agreement, the Note, and the other Loan Documents executed in connection with the Loan, together with all collateral security related to the Loan, and any and all proceeds of each of the foregoing pursuant to the terms of this Assignment (collectively, the "**Purchased Asset**"); and

WHEREAS, Assignee is willing to accept the Purchased Asset and assume all of Assignor's rights and obligations in and to the Purchased Asset, including in and to that certain Intercreditor Agreement, dated as of the Closing Date, by and between Assignor and Mezzanine Lender (as amended, restated, supplemented or otherwise modified from time to time, the "**Intercreditor Agreement**").