

PARTICIPATION AGREEMENT

This Participation Agreement (this "**Agreement**") is entered as of September 26, 2018 between [REDACTED] LLC ("**Lender**") and [REDACTED] OGFIn I ("**Participant**").

RECITALS

A. Lender has made a secured loan to [REDACTED] (each a "**Borrower**" and, collectively, the "**Borrowers**") in the principal amount of up to Fifty-Two Million Dollars (\$52,000,000) (the "**Loan**") pursuant to that certain Term Loan Agreement between Borrowers, Lender and 405 BAXTERVILLE LLC, as administrative agent (in such capacity, the "**Agent**"), dated as of May 24, 2018 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "**Credit Agreement**", and together with the Security Documents (as defined in the Credit Agreement) and all other agreements, mortgages and certificates executed and delivered in connection with the Loan, from the Borrowers to Lender as set forth on Schedule A, attached hereto (hereafter referred to collectively as the "**Loan Documents**").

B. On May 24, 2018, Lender advanced a principal amount of Forty Million Dollars (\$40,000,000) in respect of a loan with a face value equal to Forty-One Million Six Hundred Sixty-Six Thousand Six Hundred Sixty-Seven Dollars (\$41,666,667) (the "**Advance**") subject to the term and conditions of the Credit Agreement.

C. Participant desires to purchase, and Lender desires to sell, a participation in the Advance (the "**Participation**") on the terms and conditions of this Agreement.

D. Capitalized terms used in this Agreement that are not defined in this Agreement shall have the meanings set forth in the Credit Agreement.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Sale and Participation.

1.1 Participation.

(a) Subject to the terms and conditions of this Agreement, Lender hereby sells to Participant, and Participant hereby purchases from Lender an undivided interest (the "**Participant's Interest**") equal to 28.06% (the "**Participation Percentage**") of the Advance.

(b) The purchase price for the Participant's Interest shall be Twelve Million Dollars (\$12,000,000) (the "**Participation Amount**"). Participant shall pay such purchase price to Lender by wire transfer of immediately available funds at or before noon, New York City time on the date Participant purchases Participant's Interest, to an account designated by Lender. Upon Lender's receipt of such purchase price in full, the transfer of the Participant's Interest shall become effective.

(c) Subject to Section 1.1(d) below, Participant shall participate in the Participation Percentage of the repayment amount and any other amounts Lender is entitled to receive in respect of the Advance under the terms of the Credit Agreement, the proceeds of the collateral securing the Loan (the "**Collateral**") and the liens created thereof.

(d) Agent is negotiating with Borrowers a consent and amendment requested by