

Project Supplement No. 2
(Dated September 21, 2022)
to the Supplement
of TEI Diversified Income & Opportunity Fund VI, LLC,
dated March 1, 2022

This Project Supplement No. 2 modifies and supplements the Supplement of TEI Diversified Income & Opportunity Fund VI, LLC, dated March 1, 2022 (the “**Memorandum**”), as previously amended by Supplements No. 1, which should be read in conjunction with the Memorandum (including but not limited to the Special Risk Section in the Memorandum). Terms with initial capitals, not otherwise defined in Project Supplement No. 2, have the meanings set forth in the Memorandum.

**THIS PROJECT SUPPLEMENT PERTAINS TO THE LOAN PARTICIPATION AS A B
PIECE LENDER FOR THE FIRST MORTGAGE LOAN FOR THE PROPERTY
LOCATED AT 5840 LAKE SHORE DRIVE, DANIA BEACH FL. (THE “PROPERTY”)**



TIME EQUITIES SECURITIES LLC

First Mortgage Loan for the Acquisition of the Property and B Piece Lender Participation Interest

Stirling Alya LLC, a Florida Limited Liability Company (“**Borrower**”), in February 2019 (“the “**Closing Date**” or “**Closing**”) purchased the land at 5840 Lake shore drive, Dania Beach, FL (the “**Property**”). Steller Communities (“**The Sponsors**”), a partner of the Borrower, commenced on construction of three multi-family residential Buildings in August of 2019 at the Property. The Sponsor completed construction on the first building in February of 2022, and received one Temporary Certificate of Occupancy (or “TCO”) in March 2022. As of April 27, 2022 the Sponsor leased up 50.25% of units . The sponsor completed construction on the remaining two Buildings and obtained TCO’s on April 25th, and commenced the lease up of the remaining units. The property as of August 31 2022 was 73% leased and 70% occupied.

BankUnited N.A, as the A Note Holder, and Dwight Mortgage Trust LLC (“**Dwight**”) as the B Note Holder, on May 4, 2022, provided a \$55,000,000 first mortgage loan (the “**Loan**”) to Borrower to refinance the property. As part of such Loan, Bank United and Dwight entered into a Co-Lender’s Agreement where Bank United contributed \$43,000,000 as the A Note Lender and Dwight contributed \$12,000,000 as the B Note Lender. On September 21, 2022, as permitted by the Co-Lender’s Agreement, Dwight conveyed to TEI Dwight Stellar LLC (“**TEI Dwight**”) a 49% participation interest in the B Note for the purchase price of \$5,880,000. Dwight retained the remaining 51% of the B Note in the Loan. The respective ownership interests, as lenders, in the Loan are as follows:

Lender	Portion of the Loan	Amount	% of the Outstanding Balance
Bank United	A Piece	\$43,000,000	87.50%
Dwight Mortgage Trust	B Piece	\$6,120,000	51% (of B-Note)
TEI Dwight	B Piece	\$5,880,000	49% (of B-Note)

The interest rate on the Loan is SOFR plus 3.95% or equal to approximately 7.10% as of September 26, 2022. The interest rate may be reduced to SOFR plus 3.50% upon the Property achieving two (2) consecutive months of economic occupancy of at least 85% and an annualized NOI of \$3.2 million for the Property. Based on The Sponsor’s projections, a reduction in interest rate is anticipated to occur in April 2023. At Closing, the monthly interest only payments under the Loan are estimated to average \$338,000 prior to the rate resetting. Upon any resetting of the interest rate, the estimated average monthly payment will be \$297,000 for the duration of the Loan term. After accounting for the A Note payment, closing fees, and Dwight Capital’s performance fee, TEI Dwight’s portion of such month payment, based on the above initial interest rate, would be approximately \$61,500 prior to the rate reduction after which it is estimated to reduce to \$51,000 per month. Since the Loan’s initial term is for twenty-four months, with two six-month extension option, it is anticipated that this will be a short-term investment.

TEI Dwight is a newly created Delaware limited liability company, whose general managers are Francis Greenburger and Robert Kantor (the “**General Managers**”). The total invested capital funded by TEI Dwight is \$5,930,000.00.

Dwight Investment Mortgage Trust is a New York City based debt fund with over \$2.8 billion of originated loans across its multi-strategy platform. Dwight is one of the nation's largest HUD lenders and as a means to further bolster their HUD business created a bridge-to-HUD lending platform to serve as a feeder for HUD refinancings.

Description of the Property

The property is Class A multifamily buildings located at 5480 Lake Shore Drive, Dania Beach Florida and consists of 197 units comprised of 79 1-bedroom units, 90 2-bedrooms units and 28 3-bedroom units. The Property also has 366 parking spaces and sits on a 7.2-acre site. The Property is a recently completed asset with Class A interior finishes and environmentally friendly features. August monthly financial report the property was 73% leased and 70% occupied with an average monthly rent of \$2,822 per unit, which is approximately 11% higher than the borrower projection prior to loan closing. Based on the initial stabilized operating projections using the lower rents, the property is expected to stabilize at a NOI of \$3.6 million, representing a stabilized debt yield of 6.6%.

Terms of the \$55,000,000 First Mortgage Loan to the Borrower

The following are the terms of the Loan to the Borrower:

Amount: **\$55,000,000.00**

Loan Term: 24 months; Initial Maturity Date of June 1, 2024. Upon satisfaction of the extension conditions set forth below, the Borrower is entitled to two 6-month extensions of the term of the Loan, provided the Borrower pays a 0.25% fee (\$137,500.00) for each such extension.

Initial Interest Rate:
Loan - 1 Month term SOFR + 3.95%
A Note - 1 Month term SOFR + 1.75%

Origination Fee paid
at Closing: N/A

Monthly Payment: Monthly payments consist of interest only. The initial monthly payments, based on the above interest rate, would be approximately \$338,000 per month.

Yield Protection Fee: The Loan is pre-payable at any time, provided, however, borrower has paid in full all accrued interest, fees and other amounts then due and payable to lender, the exit fee, and any loss or expense which lender may actually sustain or incur.

Exit Fee:	Upon the payoff of the Loan, the Borrower has to pay an Exit Fee equal to \$275,000 . TEI Dwight shall receive its pro-rata share of this Exit Fee, to the extent paid by the Borrower.
Extension Options:	<p>The Borrower has two extension options to extend the term of the Loan for six (6) months, based on the following conditions:</p> <ul style="list-style-type: none"> (a) The Borrower shall pay the Lender an extension fee of \$137,500 or 0.25% for each extension (b) Borrower shall have delivered written notice to Lender not less than thirty (30) days prior to the Initial Maturity Date or the First Extended Maturity Date, indicating Borrower's exercise of the Extension Option. (c) The Debt Service Coverage Ratio shall be equal or greater than 1.15x. Borrower may either prepay such portion of the debt to the extent necessary to satisfy this condition or deposit cash collateral in the cash collateral fund. This amount if applied as a prepayment of debt will satisfy the foregoing DSCR requirement, which amount shall be returned to the Borrower upon the project achieving a DSCR as set forth above for two consecutive quarters. (d) No event of default shall have occurred under the Loan.
Collateral for the Loan:	First mortgage encumbering the Property.
Late Charges:	There is a \$0.08 per dollar late charge as to any unpaid interest payment which is overdue for 10 days.
Payment of Servicer Fees:	At the closing, the Borrower paid a set-up fee to the servicer for the Loan (Dwight Capital LLC, an affiliate of Dwight) in the amount of \$3,000. The Borrower is responsible to pay on the first day of each month, during the Loan term, a monthly servicing fee of \$650 to the Servicer.
Cash Management:	All revenue derived from the Property shall be deposited in an account with First Republic Bank.
Guaranty:	Larry Baum and Asher Perez. Guarantors Covenants include a Minimum Net Worth of \$27,500,000 and a Minimum Liquidity of \$5,000,000.

Information as to the Companies that Operate the Borrower

The sponsors are Asher Perez and Larry Baum of Stellar Communities, a real estate development company based out of Dania Beach, FL. Stellar Communities has developed over 3,100 homes

since 2009 and focuses on eco-construction initiatives for residential communities. The company was the first developer in South Florida history to include solar panels as a standard feature on homes.

Estimated Sources & Uses for the Invested Capital and the Portion of the Origination Fee Paid to the Company

The following is the projected sources uses for the capitalization of the acquisition of the lender's B Piece Participation Interest in the Loan from Invested Capital.

Uses of Invested Capital

Sources

• Invested Capital	\$5,880,000
• Working Capital	<u>\$ 50,000</u>
TOTAL	\$5,930,000

Uses

• Purchase Price for B Piece Lender's Participation Interest	\$5,880,000
• Working Capital	<u>\$ 50,000</u>
TOTAL	\$5,930,000

The working capital will be used to pay for operating costs for the Company, including, but not limited to, organizational costs, filing fees and accounting and legal expenses.

Projected Lease up and Net Operating Income for the Property

The projected stabilized NOI for the Property is estimated to be approximately \$3,479,000. The operating expenses are projected to be \$1,931,000 in the first year. Occupancy for the Property at the end of loan term is expected to be approximately 95%. It is projected by the Borrower (but not guaranteed) that such lease-up and stabilization will take approximately 24 months to reach an occupancy level of 95%. As the Property is still in lease-up, there is a significant monthly shortfall of debt service, (approximately \$210,000 in August). This monthly shortfall will be funded by the carry reserve of \$1,827,000 created at Closing by the Borrower from Loan proceeds, subject to replenishment per the Loan, and is guaranteed by the Guarantors through their Guaranty of the monthly interest payments and operating expenses under the Loan. Based on the Borrower's projections, it is estimated that, upon the lease-up of approximately 95% of the units, the debt service coverage ratio will be 1.0x, with an estimated NOI of approximately \$3,600,000. It is anticipated (but not guaranteed) that upon the expiration of the loan it will be refinanced via a HUD loan from Dwight Capital or via a sale of the property.

Terms of the Co-Lender Agreement between the A Piece and B Piece Lenders

Lenders and Loan

Participants:

Bank United, is the holder of the A Piece portion of the Loan. Bank United funded \$43,000,000 of the loan proceeds for an 78.18% undivided superior participation interest in the Loan. TEI Dwight Stellar LLC is the holder of 49% of the B Piece portion of the Loan, which is equal to \$12,000,000. Dwight Mortgage Trust LLC is the holder of remaining 51% of the B-Piece portion of the loan.

Interest Rate for A Piece:

The interest rate for the A Note is SOFR plus 1.75%

Interest Rate for Loan:

The interest rate for the whole loan is SOFR plus 3.95%

Sequential Pay Event

Shall mean the continuance of (A) any Event of Default with respect to an obligation of the Borrower to pay money due under the Loan that is continuing for more than thirty-five (35) days, (B) any Event of Default that relates to the insolvency of any Borrower or Guarantor, (C) any material Non-Monetary Default of any Borrower Related Party (for the purposes of this clause the term “material” shall be any action or omission that is reasonably likely to materially and adversely affect the use, operation or value of the Property or the financial condition of any Borrower Related Party) or (D) the acceleration of the maturity date of the Loan.

Loss Of Control Event

Based on the most recent Third-Party Appraisal or Updated Appraisal obtained pursuant to the terms hereof of the Co-Lender Agreement, the occurrence of an Appraisal Event, if the collateral for the Loan were liquidated for an amount equal to the 90% of the Appraised Value, and the proceeds of such hypothetical liquidations were distributed to the Note Holders

Approval Right

Dwight is the Lead Lender under the Loan Agreement and the Co-Lender’s Agreement. Dwight must obtain Bank United approval for Major Decisions with respect to the Loan and the Borrower.

Major Decisions

Shall mean each of the following:

- (i) Any increase in the maximum principal amounts of the Loan;

(ii) Any write-off or forgiveness of any Indebtedness owed to a Note Holder (unless a Note Holder is not affected because there is no write-off or forgiveness with respect to that Note Holder's Note);

(iii) Any extension of the Maturity Date by more than sixty-five (65) days beyond the Maturity Date (as such date may be extended as provided for in the Loan Agreement, and the sixty-five (65) days applies to whatever the Maturity Date is at the time the extension is granted);

(iv) Any agreement to forbear in enforcing the Loan for more than sixty-five (65) days beyond the Maturity Date (as such date may be extended as provided for in the Loan Agreement, and such sixty-five (65) days applies to whatever the Maturity Date is at the time the agreement to forbear is entered into);

(v) Any assumption of the Loan by a new borrower thereunder;

(vi) Any modification, release or waiver of a material obligation of a Guarantor (unless a Note Holder is not impacted) and any approval of any replacement or substitute Guarantor;

(vii) Releases of collateral for the Loan or acceptance of substitute or additional collateral (other than any reserve or the release of any collateral pursuant to the terms of the Loan Documents);

(viii) If applicable under the Loan Documents, material changes to (1) business plans, (2) construction budgets and/or capital expenditure budgets, to the extent the change is in excess of any contingency provided for in the budget or (3) operating budget;

(ix) Approval of pledges or transfers of collateral for the Loan (which shall also include, but not be limited to, any waiver of a "due on sale" or "due on encumbrance" provision) or any direct or indirect legal or beneficiary interest in Borrower;

(x) Approval of additional indebtedness of Borrower or its Affiliates, including mezzanine loans, not otherwise permitted in accordance with the terms of the Loan Documents;

(xi) Any material modification, waiver or amendment of an intercreditor agreement, co-lender agreement, participation agreement or other similar agreement with any mezzanine lender or subordinate debt holder related to the Loan, or any action to enforce rights (or any decision not to enforce rights) with respect thereto;

(xii) Any property management company changes, including, without limitation, approval of a new property manager or the termination of a manager and appointment of a new property manager or franchise changes, and any new management agreement or amendment, modification or termination of any management agreement (in each case, if the lender is required to consent or approve such changes under the Loan Documents);

(xiii) Settlement of insurance claims in excess of the greater of (i) \$250,000 or the amount set forth in the Loan Documents with respect to Lender's right to settle insurance claims;

(xiv) any proposed material modification or waiver of the insurance requirements set forth in the Loan Documents;

(xv) Prior to ninety (90) days after the occurrence of an Event of Default, commencement of enforcement of remedies on account of an Event of Default, it being understood that, unless the Note Holders have agreed otherwise pursuant to the terms of this Agreement, Lead Lender shall automatically and without further instruction commence enforcement of remedies commencing ninety-one (91) days after the occurrence and continuance of Event of Default; it being further understood that during the initial ninety (90) day period, Controlling Note Holder may take such actions it deems appropriate in accordance with Accepted Servicing Practices in order to protect and preserve Lender's rights and remedies under the Loan Documents and/or to

protect and preserve the collateral for the Loan, provided that if any such protective or preservative action in and of itself constitutes a Major Decision or a Material Major Decision, then the Controlling Note Holder shall obtain the Non-Controlling Note Holder's consent thereto.

(xvi) Except as contemplated immediately above, material decisions with respect to foreclosure and enforcement of the Loan Documents, and approval of foreclosure credit bids in excess of the outstanding balance of the Loan;

(xvii) Commencement of litigation against the Borrower or a Guarantor, other than compulsory claims and counterclaims;

(xviii) Commencement of a bankruptcy proceeding against the Borrower or a Guarantor; the election of any action in a bankruptcy or Insolvency Proceeding to seek relief from the automatic stay or dismissal of a bankruptcy filing or voting for or opposing a plan of reorganization, seeking or opposing an order for adequate protection, adequate assurance, a §363 sale, order shortening time or similar motion of procedure in an Insolvency Proceeding or making an § 1111(b)(2) election on behalf of the Holder; and the settlement and/or resolution of any such proceeding involving the Borrower or a Guarantor;

(xix) Subordination of the Loan Documents to any other encumbrance other than easements in the ordinary course;

(xx) Material actions with respect to hazardous materials or hazardous materials claims or material actions taken to bring the Property into compliance with applicable legal requirements;

(xxi) Modifications of the Loan Documents (to the extent not covered by any other Major Decision), other than (A) modifications of payment terms that do not impact any sums due a Non-Controlling Note Holder and (B) immaterial non-monetary modifications that are administrative or non-substantive in nature;

(xxii) Settlement of any claims against a Guarantor for something less than the full amount that is due and owing from the Guarantor under the terms of the applicable guaranty or indemnity agreement;

Cure Rights

If a monetary or maturity Event of Default is continuing under the Loan, then the B-Note has the ability to cure such Default by paying the A Note Lender interest and principal payments under the Loan for six (6) consecutive periods.

A Note Purchase Option:

If a Sequential Pay Event or a Loss of Control Event occurs, the B Note Lender has the right, subject to providing thirty (30) days' prior written notice, to acquire the A Note Lender's entire interest in the loan by paying the A-Note Lender the principal balance, including accrued interest, plus the reimbursement of all Cure Advances and all costs and expenses. If the purchaser occurs within one hundred eighty (180) days following the date a Sequential Pay Event occurs, then the purchase price shall exclude late charges and default interest. The purchase of the A Note Lender's entire interest is subject to Section 18 of the attached Participation Agreement.

Terms of the Participation Agreement between the Dwight and TEI Dwight Stellar

Distributions:

Interest Payment to each party shall be pro rata and parri passu based on each participants percentage interest. TEI Dwight Stellar LLC will be paid based on a 49% interest in the B-piece portion of the loan. Both Dwight and TEI must fund any future costs, expenses, interest (during a cure of an EOD) or Protective Advances on a parri-passu basis.

Payment of Fees to the Lenders:

Dwight Mortgage Trust is entitled to receive 100% of the following fees to be paid by the TEI Dwight Stellar LLC:

- Management Fee of 1.00%
- Performance Fee of 15% once TEI has received a cumulative annual return equal to six (6%) percent on the amount actually advanced by TEI under this agreement.

Dwight Mortgage Trust and Time Equities, Inc. ("TEI") shall share, on the prorata basis, the following fees:

- The extension fees if the Borrower exercises the extension options to extend the term of the Loan for

six months, in the amount of \$134,750 (based on 0.245% of the loan balance) for each extension, to be split \$68,772.50 to Dwight and \$66,027.50 to TEI.

Dwight and TEI shall share the Exit Fees of \$275,000 as follows:

- 51% of the Exit Fee to Dwight or \$140,250, and to TEI in an amount equal to 49% of the Exit Fee or \$134,750.

TEI is to charge an annual Asset Management fee of 0.25% of the invested capital of \$5,880,000 or \$14,700 per annum.

Major Decisions:

Dwight must send its recommendation to TEI and request approval from TEI with respect to all Major Decisions. Major Decisions provisions set forth in the exhibit, attached hereto, of the Participation Agreement.

B Piece Cure Rights:

If a monetary or maturity EOD is continuing under the Loan, then the TEI Dwight has the ability to cure for six (6) consecutive periods (180 days), Dwight's default. To the extent that TEI and Dwight elect to not cure (or continue to cure) the default and such default continues for a period of greater than thirty-five (35) days then it will trigger a Sequential Pay Event.

TEI Dwight Purchase Option:

In the event that the B Piece Note owner has the right to exercise the purchase option to purchase the A Note pursuant to the Co-Lender Agreement (the "Purchase Option"), then either TEI Dwight or Dwight (the "Electing Party") shall have the right to send a written notice (the "Election Notice") to the other Party ("Receiving Party"), that it is electing to exercise the Purchase Option. Within fifteen (15) days of receipt of the Election Notice, the Receiving Party shall provide written notice, to the Electing Party as to whether or not the Receiving Party elects to (a) join with the Electing Party, on a pari passu basis as calculated in accordance with the Lender and Participants Percentages, in purchasing the A Note, or (b) to receive payment from the Electing Party of the Participation Amount or Retained Amount, as applicable, and all accrued and unpaid interest (excluding default interest) related thereto through the date of repayment.

Foreclosure of Collateral:	In the event of a foreclosure sale in which the B Note Lender is the successful bidder, and assuming that both Dwight and TEI still jointly hold the B Note, TEI and Dwight shall own the Property as either a TIC or JV and shall enter into a written agreement between the two parties in which Major Decisions relating to the ownership and operation of the Property shall be made jointly.
Dwight Re-Purchase Option:	Dwight shall have the right to repurchase the Participation at any time by payment of an amount equal to the sum of (A) the outstanding principal amount of the Participation, (B) all fees then due and payable to Participant pursuant to this Agreement, (C) all accrued and unpaid interest (excluding default interest) through the date of such repurchase and (D) if the repurchase occurs prior to the twelve (12) month anniversary of TEI's funding date. This is limited to situations, which do not relate to this Loan specifically (i.e. an event that needs to impact two or more loans - change in REIT regulation or new REIT restrictions, etc. and Dwight must provide us with specific reasons why they need to buy TEI out.
The Participation Agreement:	See attached Exhibit for more detailed summary of the terms of the Participation Agreement.

Special Risks of this Offering

This Investment as to the purchase of the B Piece involves certain risks and is suitable only for persons of substantial financial means who have no need for liquidity in such investment and who are able to afford the risk of the investment.

1. Consent Rights of TEI Dwight are Limited

The Co-Lender Agreement grants to the B Note Lenders, Dwight and TEI Dwight, various approval rights, Major Decisions, including but not limited to, any modification of the Loan Documents, any release of the Loan Collateral, except as provided in the Loan Agreement, any settlement if any default occurs under the Loan Documents, the acceptance of any prepayment other than in accordance with the Loan Documents and the enforcement of remedies under the Loan Documents.

If the B Note Lender fails to timely fund the Cure Payments for any non-payment of the monthly interest payments and/or after the maturity date, if the Loan is not paid off on the Maturity Date, as to such continuation of such monthly payments of interest to the A Note

Lender, then the B Note Lender loses all of its consent rights over the Major Decisions and its purchase option.

If Dwight, through the exercise of its remedies under the Loan, acquires fee title to the Property, then the Dwight and TEI Dwight would become the members of such limited liability company that would own the Property. Dwight would be the managing member with authority and control over the management and affairs of such company, subject to the Major Decisions, that would own the Property, and the terms of such Operating Agreement of the company would be negotiated between Dwight and TEI Dwight.

2. **Risk as to Distributions**

If there are non-payments of monthly interest in excess of one month, a Bankruptcy Event occurs and/or the Loan is accelerated, then distributions to the A and B Piece Lenders would be made based on the Event of Default Distribution Waterfall. In such case, the A Piece Lender would be paid all sums due and owing to the A Piece Lender (including interest, its principal balance and fees) before any further payments are made to the B Piece Lender. After such payoff of the A Piece Lender there may not be sufficient funds left over to pay the B Piece Lender.

3. **Risk as to Capital Contributions for Protective Advances**

The total investment capital funded at closing was \$5,880,000. This amount does not include any working capital if Protective Advances and/or legal fees are required to be funded to cure an event of default under the Loan and/or enforce Lender's remedies under the Loan. If this occurred, TEI Dwight would have to fund 49% of the B Note Lender's share of such Protective Advances and/or enforcement costs and this would necessitate a capital call upon the members of TEI Dwight. If TEI Dwight does not fund its prorata share of any such Protective Advances, then Dwight can fund such amount TEI Dwight failed to contribute and Dwight would be entitled to a priority payment from distribution, as to such Protective Advances funded on behalf of TEI Dwight.

4. **Purchase Option**

TEI Dwight or Dwight have the right to purchase the Loan or the A Piece portion of the Loan if there is a Sequential Pay Event or a Loss of Control Event Occurs. Following the receipt of Note B Holders Purchase Notice each Note A Holder shall sell (and the Note B Holder shall purchase) the A Note (free and clear of any participations with respect to the A Note or liens or other encumbrances thereon), for the A Note Defaulted Purchase Price. The closing of the purchase and sale shall take place on a date not less than five (5) Business Days nor more than thirty (30) days after the date of the Note A Holder's receipt of the Note B Holder Purchase Notice, as designated by the Directing Note B Holder in the Note B Holder Purchase Notice, which date shall be subject to the reasonable approval of the Note A Holder, provided that the Defaulted Note Purchase Date shall in no event be less than two (2) Business Days prior to any scheduled foreclosure sale or delivery of any deed

in lieu of foreclosure with respect to the Mortgaged Property, to the extent such scheduled date is known.

Either Dwight or TEI may elect to exercise the A Note Purchase Option. The Electing Party must send written notice to the Receiving Party in which the Receiving Party can either elect to join with the Electing Party on a parri-passu basis or receive payment from the Electing Party equal to their outstanding principal balance of the Loan including accrued and unpaid (non-default) interest and their share of any fees due through the date of repayment. To the extent that TEI and Dwight jointly elect to exercise the A Note Purchase Option, TEI shall have the right to increase its pro-rata ownership share by 1%, from 49% to 50% so that each party holds 50%.

The purchase price for this purchase option is the A Piece Purchase Price (as defined in the summary for the Participation Agreement), which would include the accrued interest on the A Piece portion of the Loan at the non-default rate of interest, the outstanding principal balance of the A Piece portion of the Loan and certain fees). Such amount would equal approximately, \$43,000,000, plus accrued interest and fees. In order to close on such purchase option, TEI Dwight would have to obtain a loan for such acquisition and there is no guaranty of the ability of TEI Dwight to obtain such loan.

5. **Risk as to the Sale of the Loan or the A Piece Portion of the Loan to a Third Party**

Any sale of the Loan or the A Piece interest in the Loan to a third party, including a Qualified Institutional Lender, shall be made subject to the Participation Agreement and such third party's assumption of the A Piece Lender's obligations under the Participation Agreement.

TEI Dwight shall not assign, sell, transfer or subparticipate its B Note participation rights, without the prior written consent of Dwight. Notwithstanding the above, the Participant may assign the Participation rights to an entity or entities controlled or managed by Robert Kantor or Francis Greenburger with financial net worth substantially similar or greater than Participant as of the date hereof without Lender consent

The Participation Agreement contains a right of first refusal to purchase the other parties B Note Participation upon receipt of a bona fide written offer. Each party has a period of 30 days, after receipt of letter from the other party as to its receipt of such bona fide written offer, to elect to purchase the other parties B Note Participation, and an additional thirty (30) days to close on such purchase. The purchase price for any such right of first offer would be as set forth in the bona fide written offer.

6. **Risk as to the Term of the Loan and the Loan and the Ability to Refinance the Loan and the Loan by their Maturity Dates**

The Loan has an initial term of eighteen (24) months until May 31, 2024. Also, the Loan has two (2) extension options for six (6) months each until June 1, 2025. In order to be able to extend the Loan, the debt service coverage ratio shall be equal or greater than 1.15x

If the Borrower is unable to extend the term of the Loan, there is no guaranty as to the ability of Borrower to refinance the loan on or before the maturity date.

7. **Risks as to Conflicts of Interest.** There are various conflicts of interest that may occur between the Managers, as the owner and officers of TEI, pertaining to the asset management services to be provided by TEI and their responsibilities as the manager of the Company. These conflicts of interest include, but are not limited to, the following:

a. Competition by the Company with the Other Entities for Management Services

The Managers and/or TEI may encounter conflicts of interest in allocating management time, services and functions between the Company and various other existing and future entities that own and operate real estate, as well as other business ventures, in which they are involved. Because of their management responsibilities for other properties, TEI, as the asset manager for the Company, the Managers will devote only so much of its time to the Company, as in its judgment is reasonably required.

b. No Limit on Managers' and/or TEI's Other Activities

The Managers, TEI, and their respective Affiliates may engage in other business ventures, real estate or otherwise, and the Company and the Members shall not be entitled, as of right, to participate in such other business ventures. The Managers and their Affiliates intend to form other real estate ventures in the future, some of which may have the same investment objectives as the Company. Accordingly, there may be conflicts of interest on the part of the Managers and their Affiliates (including TEI) between the Company and other entities and real estate investments or properties which they are involved.

c. Lack of Separate Representation

Certain of the attorneys, involved in the acquisition of the B Piece Lender's participation interest and preparation of this Memorandum, are also employees of TEI. This could result in a conflict of interest if there is a dispute between the Managers and an Investor and/or if decisions as to legal matters may have different consequences or effect on the Managers and the Investors.

d. Affiliation of the Managers and the Placement Agent

The Placement Agent (Time Equities Securities LLC) is owned by TEI and as a result it may be expected that the Placement Agent may face conflicts of interest in undertaking

due diligence that would normally be exercised by the placement agent if it were independent of the Company and the Managers.

e. Resolutions of Conflicts of Interest

The Managers have not developed, and do not expect to develop, any formal process for resolving conflicts of interest. However, the Managers are required to exercise good faith and integrity in handling the affairs of the Company, which duty will govern their actions in all such matters. While the foregoing conflicts of interest could materially and adversely affect the Company, except as otherwise provided in this special risk as to conflicts of interest, the Managers in their sole judgment and discretion, will attempt to mitigate such potential adversity by the exercise of its business judgment in an attempt to fulfill their fiduciary obligations. There can be no assurance that any such attempt will prevent the adverse consequences that may result from the numerous conflicts of interest.

8. **No Market for Membership Interests.** It is not anticipated that any public market will exist for the Membership Interests, and the Operating Agreement will impose certain restrictions on the transfer of Membership Interests (other than to an immediate family members, an entity controlled by a member, or the beneficiary of the estate of member, upon the death of a member) which may have the effect of ensuring that a market will not develop. Therefore, holders of the Membership Interests may not be able to sell their Membership Interests should a need for personal funds arise, and the price received in any sale of Membership Interests may be less than the value of the Membership Interests sold. In addition to the above risks, an Investor must bear the economic risk of their investment for an unspecified period of time.
9. **Limited Assignability.** Each subscriber will be required to represent that the purchase of their Membership Interests in the Company will be for investment purposes only and not with a view towards the resale or distribution thereof. Membership Interests may not be assigned without the consent of the Managers, and without compliance with the right of first refusal to be contained in the Operating Agreement for the Company. Furthermore, an Investor may not pledge, or grant a security interest in their Membership Interests. Under the Operating Agreement, an assignment of Membership Interests shall not be permitted if that assignment: (i) would cause the Company to terminate for Federal income tax purposes; (ii) would violate certain restrictions on assignment now or hereafter imposed under the Operating Agreement to preserve the status of the Company as a partnership for Federal income tax purposes, or (iii) would violate Federal or state securities laws. No assignee may be admitted as a substituted member without the consent of the Managers. In addition, a member shall have no right to withdraw any part of their capital contributions to the Company. There are likely to be substantial adverse Federal income tax consequences in connection with the assignment of Membership Interests, and holders of the Membership Interests are advised to consult with their tax advisors prior to any such assignment. Also, in certain states, assignees of Membership Interests may be required to meet certain suitability requirements.

10. **No Control by the Members.** Under the Operating Agreements, the Managers have broad management discretion over the business for the Company and therefore the operations of each Company and the Property. No member, in such person's capacity as a Member, is entitled to participate in the conduct or control of the business of the Company and/or the Property. The removal or resignation of the Managers could cause the dissolution of the Company. If the last remaining Manager designated in the Operating Agreement for the Company resigns or is removed as the Manager of the Company due to its resignation, bankruptcy or insolvency, as permitted under the Operating Agreements, and the members are unable to find, or agree upon, a person or entity willing to act as a Manager, the Company would be dissolved, and the Property would be sold in liquidation of the Company. Any sale under such circumstances might not produce an advantageous price, and the members might suffer material adverse tax consequences. Moreover, the members may not be able to remove the Managers or the managing agent except on terms that may cause the Company to cease operations.
11. **Liability of Members/Risk as to Return of Distributions.** In general, members of the Company may be liable for the return of a distribution to the extent that the member knew at the time of the distribution that after such distribution, the remaining assets of Company would be insufficient to pay the then outstanding liabilities of the Company (exclusive of liabilities to members on account of their limited liability company interests and liabilities for which the recourse of creditors is limited to the specified property or assets of the limited liability company). Otherwise, members are generally not liable for the debts and obligations of the Company beyond the amount of the capital contributions they have made or are required to make under the Operating Agreement.
12. **Limitation of Liability/Indemnification of the Managers.** The Managers and its attorneys, agents and employees may not be liable to each Company or the members for errors of judgment or other acts or omissions not constituting fraud, gross negligence or willful misconduct as a result of certain indemnification provisions in the Operating Agreements. A successful claim for such indemnification would deplete such Companies assets by the amount paid.
13. **Offering Not Registered With the US Securities and Exchange Commission ("SEC") or State Securities Authorities.** This offering will not be registered with the SEC under the Securities Act of 1933 as amended (the "**Securities Act**") or the securities agency of any state, and is being offered in reliance upon an exemption from the registration provisions of the Securities Act and state securities laws applicable only to offers and sales to investors meeting the suitability requirements set forth herein.
14. **Private Offering – Lack of Agency Review.** Because this offering is a nonpublic offering and, as such, is not registered under federal or state securities laws, Investors will not have the benefit of a review of the offering or this Private Investment Memorandum by the SEC or any state securities commission. The terms and conditions of the offering may not comply with the guidelines and regulations established for real estate programs that are required to be registered and qualified with the SEC or any state securities commission.

15. **Private Offering Exemption – Compliance with Requirements.** The Membership Interests are being offered to, and will be sold to, Investors in reliance upon a private offering exemption from registration provided in the Securities Act. If the Company should fail to comply with the requirements of such exemption, the Members would have the right to rescind their purchase of their Membership Interests if they so desired. It is possible that one or more members seeking rescission would succeed. This might also occur under applicable state securities or “blue sky” laws and regulations in states where the Membership Interests will be offered without registration or qualification pursuant to a private offering or other exemption. If a number of members were successful in seeking rescission, the Company and the Managers would face severe financial demands that would adversely affect the Company as a whole and, thus, the investment in the Membership Interests by the remaining Members.
16. **Private Offering Exemption – Limited Information.** Because the offering of the Membership Interests is a nonpublic offering, certain information that would be required if the Offering were not so limited has not been included in this Private Investment Memorandum, including, but not limited to, financial statements and prior performance tables. Thus, Investors will not have this information available to review when deciding whether to invest in Membership Interests.
17. **General Tax Risks.** There are substantial risks associated with income tax aspects of an investment in the Company as to the Company’s taxable income in the Netherlands and the tax credits available in the US for income taxes paid in the Netherlands. Because the tax aspects of this offering are complex, and certain of the tax consequences may differ depending on individual tax circumstances, each Investor is urged to consult with and rely on his or her own tax advisor concerning this offering’s tax aspects and his or her individual situation. **No representation or warranty of any kind is made as to the actual tax treatment that will apply to an investor under both Dutch and US tax laws and codes.**
18. **Risks regarding the Distribution of the IRS Schedule K-1 Tax Form.** Although the Managers will make every effort to complete and distribute to Investors their individual K-1 tax forms in a timely manner, there is no guarantee that in each tax year these forms can or will be completed in time for the investors to file their taxes on or prior to the general April 15 tax deadline. In the event that such K-1s are not completed in a timely manner prior to the April 15th tax deadline, it is possible that Investors may have to file an extension to complete their tax returns.

THE ABOVE POTENTIAL RISKS ARE NOT INTENDED TO BE AN EXHAUSTIVE LIST OF POTENTIAL AREAS OF RISK AND INVESTORS ARE URGED TO CONSIDER SUCH RISKS BEFORE MAKING A DECISION TO INVEST IN THE PROPERTY.

EXHIBIT A

PARTICIPATION AGREEMENT

dated September 21, 2022

by and between

DWIGHT MORTGAGE TRUST LLC

and

TEI DWIGHT STELLAR LLC

PARTICIPATION AGREEMENT

THIS PARTICIPATION AGREEMENT (this “**Agreement**”) is entered into effective as of the 21st day of September, 2022, by and between Dwight Mortgage Trust LLC, a Delaware limited liability company, having an office at 787 Eleventh Avenue, 10th Floor, New York, New York 10019 (together with its predecessors, successors and assigns, collectively, the “**Lender**”) and TEI DWIGHT STELLAR LLC, a Delaware limited liability company, having an office at 55 Fifth Avenue, 15th Floor, New York, New York 10003 (together with its permitted successors and assigns, collectively, the “**Participant**”; and together with the Lender, the “**Parties**” and each a “**Party**”).

RECITALS

A. Lender, as the B Note Holder (as defined in the Co-Lender Agreement), and BankUnited N.A. (“**Co-Lender**”), as the A Note Holder, has made a loan with a maximum principal balance of up to \$55,000,000.00 (collectively, the “**Loan**”) to Stirling Alya LLC (the “**Borrower**”) pursuant to that certain Loan Agreement, dated as of May 4, 2022, by and between Borrower and Lender (as the same may be amended, modified or supplemented from time to time, the “**Loan Agreement**”) and which is by and payable in the manner specified in one or more promissory notes (as each of the same may be amended, modified or supplemented from time to time, collectively, the “**Note**”) executed or to be executed by Borrower in favor of the Lender in connection with the Loans. Capitalized terms used herein and not defined shall have the meaning ascribed to such terms in the Loan Agreement.

B. The Participant desires to purchase and the Lender desires to sell a participation in (i) the Loan and (ii) all rights and obligations of the Lender under the documents executed in connection with the Note (such documents, as each may be amended, modified or supplemented from time to time, and the Note are hereinafter referred to individually as a “**Loan Document**” and collectively as the “**Loan Documents**”) as specifically set forth herein.

NOW, THEREFORE, the Parties, in consideration of the mutual covenants contained herein, hereby agree as follows:

1. Definitions. All defined terms not otherwise defined in this Agreement shall have the meanings set forth in the Loan Documents.

2. Sale of Participation.

a. The Lender hereby grant to the Participant and the Participant hereby purchases from the Lender, without recourse, an undivided participation (the “**Participation**”) (as more particularly set forth on Exhibit A attached hereto) in the Loan in the percentage calculated as provided in Section 2(c) of this Agreement (the “**Participant’s Percentage**”) in an amount equal to \$5,880,000.00 (the “**Participation Amount**”), except that such amount does not include or limit any additional amounts, costs and expenses which may become due under this Agreement, with the Lender retaining the remaining portion in the Loan in the percentage calculated as provided in Section 2(c) of

this Agreement (the “**Lender’s Percentage**”) in the original principal amount of \$6,120,000.00 (the “**Retained Amount**”), except that such amount does not include or limit any additional amounts, costs and expenses which may be advanced under this Agreement. THE PARTIES CONFIRM AND AGREE THAT THE ACQUISITION BY PARTICIPANT OF AN UNDIVIDED PARTICIPATION IN THE LOAN CONSTITUTES A SALE BY THE LENDER OF A PERCENTAGE INTEREST THE LOAN, THE LOAN DOCUMENTS AND THE SECURITY THEREFOR IN AN AMOUNT EQUAL TO THE PARTICIPANT’S PERCENTAGE AND SHALL IN NO WAY BE CONSTRUED AS AN EXTENSION OF CREDIT BY PARTICIPANT TO THE LENDER. Participant and Lender acknowledge and agree that the Participation Amount and Retained Amount are an allocation of Lender’s interest in the Loan after giving effect to the portion funded by Co-Lender pursuant to the Co-Lender Agreement (as hereinafter defined).

b. The Participant’s obligation to purchase a participation interest in the Loan as provided for herein shall be absolute, continuing, unconditional and irrevocable and shall not be affected by intervening circumstances occurring after the date hereof (except as may otherwise be expressly stated herein). Regardless of the date on which the Lender notifies the Participant of any advance under the Loan and regardless of the date on which the Participant provides funds or is required hereunder to provide funds to the Lender for the Participant’s share therein, the Participant shall be deemed to have purchased its Participant’s share in such Advance as provided for in this Agreement on the date such advance is made.

c. The Participant’s Percentage for purposes of this Agreement shall be a percentage equal to a fraction, the numerator of which shall be the outstanding principal balance of the Participation Amount and the denominator of which shall be the sum of the Retained Amount and Participation Amount. The Lender’s Percentage for purposes of this Agreement shall be a percentage equal to a fraction, the numerator of which shall be the outstanding principal balance of the Retained Amount and the denominator of which shall be the sum of the Retained Amount and Participation Amount. As of the date hereof, Participant’s Percentage is 49% and Lender’s Percentage is 51%. Upon Participant’s and Lender’s payment of any Advance, the Participation Amount and/or Retained Amount, as applicable, shall, automatically and without the necessity of any action, be increased or decreased, as applicable, by the amount of such Advance by Participant and/or Lender, as applicable, provided, that, upon request by Participant, Lender shall deliver a certificate setting forth the Participation Amount and each of the Participant’s Percentage and Lender’s Percentage. Except as otherwise expressly provided in this Agreement, the interests of each of Lender and Participant in the Note, the Loan Documents and the collateral for the Loan (the “**Collateral**”) shall be, on a *pro rata* basis, co-equal and coordinate and on a par with that of the other, and neither of Lender’s nor Participant’s respective interests shall have priority over the other. For purposes of convenience, the Lender may, in its discretion, round off the Participant’s Percentage to the nearest one hundred of one percent or one thousands of one percent when determining the Participant’s Percentage under this Agreement, provided however, upon the Loan being fully funded the Participation shall be equal to the Participation Amount.

d. Notwithstanding the sale of the Participation to Participant, Lender shall (a) retain and continue to hold legal title to the Loan and the Note subject to the Co-Lender Agreement for the purpose of facilitating the servicing, administration and realization of the benefits of the Loan for the benefit of Lender and Participant, and (b) continue to constitute the party of record to the Note, subject to the Co-Lender Agreement, for the purpose of facilitating the administration and realization of the benefits of the Loan for the benefit of Lender and Participant. Subject to the terms of the Co-Lender Agreement, Lender, its designated counsel, a custodian or a servicer shall retain possession of the original execution copies of the Note and the other Loan Documents.

3. Loan.

a. Upon execution of this Agreement the Participant shall pay to the Lender by wire transfer or by direct deposit with immediately available funds the Participant's Percentage of the unpaid balance, if any, of the Loan on the date of this Agreement.

b. Intentionally omitted.

c. All sums paid by the Participant to the Lender pursuant to this Agreement shall be paid by wire transfer or by direct deposit with immediately available funds to the Lender account number that Lender may designate in writing from time to time, shall be referred to herein as the "**Account Administration Number**".

4. Payments.

a. Subject to the terms and provisions of this Agreement and subject to the terms and provisions of Sections 4(h) and 6 hereof, from time to time but not more often than once per month, the Lender agrees to distribute all regularly scheduled payments on the Loan received, collected or applied by the Lender pursuant to the Loan Documents and Governing Documents, to the Lender and the Participant as follows (provided that any amounts due and payable to Participant hereunder shall be reduced by the amount of any Performance Fee, Administrative Fee and/or Management Fee due and payable under this Agreement and, in connection with such reduction, the applicable amounts shall be paid to the recipient of such fees pursuant to the terms of this Agreement) (it being acknowledged and agreed that any Commitment Fee or Extension Fee due and payable to Participant under this Agreement shall not be subject to the waterfall set forth in this Section 4(a)):

- (i) First, to the servicer, if any, the applicable accrued and unpaid servicing fee earned by it with respect to the Loan, which as of the date hereof, is equal to the product of (A) twenty-five (25) basis points and (B) the maximum principal amount of the Loan;
- (ii) Second, to a Party for the payment or reimbursement in the event the other party has not provided its pro rata share, any unreimbursed and/or unpaid Expenses and Losses that have not been paid by or on behalf of

Borrower, any interest accrued thereon under the Loan Documents for the period in which such Expenses and Losses are outstanding (it being acknowledged and agreed that any interest accrued on such Expenses and Losses in accordance with the terms of this Agreement shall be repaid prior to the repayment of the principal amount of such Expenses and Losses);

- (iii) Third, to a Party, in an amount equal to any accrued and unpaid interest on any Defaulted Payment calculated in accordance with the terms of this Agreement;
- (iv) Fourth, to a Party in an amount equal to the principal amount of any unreimbursed Defaulted Payment in accordance with the terms of this Agreement;
- (v) Fifth, to the payment or reimbursement of each Party *pro rata* and *pari passu*, any unreimbursed and/or unpaid Expenses and Losses where both parties have paid their pro rata share that have not been paid by or on behalf of Borrower, any interest accrued thereon under the Loan Documents for the period in which such Expenses and Losses are outstanding (it being acknowledged and agreed that any interest accrued on such Expenses and Losses in accordance with the terms of this Agreement shall be repaid prior to the repayment of the principal amount of such Expenses and Losses); and
- (vi) Sixth, to Lender and Participant, *pro rata* and *pari passu*, based on the Participant's Percentage and Lender's Percentage of any funds remaining after application of clauses (i) through (v) above.

b. In connection with this Agreement, Participant shall be required to pay the following fees to Lender:

- (i) Management Fee. Participant shall pay to Dwight Securities Management LLC, an affiliate of Lender, a management fee in the amount of one percent (1.00%) per annum (the "**Management Fee**") of the amount actually advanced by Participant under this Agreement. The Management Fee shall be paid on the first day of each month and shall be calculated on the basis of a 360-day year applied to the actual number of days in each monthly period.
- (ii) Performance Fee. From and after the date that Participant has received a cumulative annual return equal to six percent (6%) on the amount actually advanced by Participant under this Agreement, as calculated by Lender in good faith, Participant shall pay to Dwight Securities Partners LLC, an affiliate of Lender, a performance fee in the amount of fifteen percent (15%) of all funds subject to distribution to Participant pursuant to Section 4(a)(vi)

hereof (the “**Performance Fee**”). The foregoing return calculation shall be net of payment of the Management Fee.

(iii) Administrative Fee. Participant shall pay to Lender an administrative fee in the annual amount of Fifteen Thousand and 00/100 Dollars (\$15,000.00) per annum (the “**Administrative Fee**”). The Administrative Fee shall be paid on the first day of each month in equal monthly installments amortized over a twelve-month period. To the extent that the Loan is repaid or otherwise terminated during a calendar year, the Administrative Fee shall be pro-rated for such portion of the year.

c. Notwithstanding anything express or implied herein, for purposes of calculating the portion of each interest payment received by the Lender which is to be paid to the Participant, the interest due the Participant on the Participant’s Percentage shall be based upon the actual number of days the Lender has been in receipt of the amounts the Participant is required to pay to the Lender pursuant to this Agreement for the Participant’s principal portion of the Loan from time to time advanced by the Lender and not the amount of days the principal balance of the Loan has been outstanding to the Borrower. Provided however, with respect to any portion of the Participant’s Percentage that is paid to the Lender prior to the date the Lender has advanced such portion of the Loan to the Borrower, the portion of each interest payment received by the Lender which is to be paid to the Participant shall be based upon the amount of days such principal portion of the Loan has been outstanding to the Borrower.

d. All repayments of principal on the Loan received, collected or applied by the Lender pursuant to the Loan Documents and Governing Documents shall be remitted (i) first, in accordance with paragraph 4(a)(i)-(v) until any amounts due and payable pursuant to Sections 6 and 13 have been paid in full, and (ii) second, to Lender and Participant *pari passu* in accordance with the Participant’s Percentage and Lender’s Percentage.

e. Notwithstanding anything to the contrary contained in this Agreement (i) Lender shall have the right to repurchase the Participation at any time by payment of an amount equal to the sum of (A) the outstanding principal amount of the Participation, (B) all fees then due and payable to Participant pursuant to this Agreement, (C) all accrued and unpaid interest (excluding default interest) and the unamortized portion of the Commitment Fee, through the date of such repurchase and (D) if the repurchase occurs prior to October 1, 2023 (the “**Outside Date**”), Lender’s good faith estimate of the net payments Participant would have received from the repurchase date through, but excluding, the Outside Date (which estimate shall be calculated based on the return model attached hereto as Exhibit C, as such model shall be adjusted based on the date of the repurchase, actual returns as of such date, forward curve of the applicable floating rate index, and such other matters as Lender determines in good faith such that the amount under this clause (D) would reflect the estimated net return of Participant from the repurchase date through the Outside Date), and (ii) the Lender shall not be required or obligated to remit to the Participant any amount with respect to the Loan unless and until (A) the Participant has paid to the Lender and the

Lender has received the Participant's Percentage of the Loan in accordance with this Agreement, and (B) such amount was actually received, collected or applied by the Lender from or on behalf of the Borrower, or otherwise with respect to the Loan Documents, regardless of whether the Loan is in default. Notwithstanding anything to the contrary contained herein, Lender shall not be permitted to exercise its repurchase right under clause (i) of this Section 4(e) if the reason for such exercise is solely limited to the Loan and, to the extent such reason is applicable to five (5) or more other participations and the repurchase of multiple participations is required to satisfy the applicable reason, Lender has exercised its right to repurchase two (2) or more such other participations. In the event, after Lender has repurchased the Participation pursuant to this Section 4(e) and, thereafter, Lender receives an Exit Fee in connection with the Loan, Lender shall pay Participant its share of such Exit Fee in accordance with Section 4(g) below. This provision shall survive the repurchase of the Participation pursuant to this Section 4(e) but shall not extend beyond the earlier of (a) the date the Loan is repaid in full, or (b) Lender's exercise of remedies with respect to the Loan.

f. If in connection with a workout of the Loan during the existence of an Event of Default (i) the outstanding principal balance of the Loan is decreased or (ii) the interest rate of the Loan is reduced, then the terms of this Section 4(f) shall apply. In the event of a reduction in the outstanding principal balance of the Loan which reduces the value of the B Note owned by Lender, such reduction shall be borne, by Lender and Participant *pro rata* and *pari passu* based on the Lender's Percentage and Participant's Percentage (any such reduction as it applies particularly to the Participation or the Retained Amount, a "**Realized Loss**" and all of such reductions with respect to such particular Participation or Retained Amount, collectively, the "**Realized Losses**"). In the event of a reduction in the interest rate of the Loan, such reduction shall be borne, by Lender and Participant *pro rata* and *pari passu* based on the Lender's Percentage and Participant's Percentage.

g. Pursuant to the Loan Documents, the Lender received a commitment fee from the Borrower with respect to the Loan in an amount equal to Two Hundred Seventy-Five Thousand and 00/100 Dollars (\$275,000.00) (the "**Commitment Fee**") and an amount equal to Seventy-Eight Thousand Eight-Hundred Thirty-Three and 33/100 Dollars (\$78,833.33) of such Commitment Fee was paid to BankUnited, N.A. pursuant to the Co-Lender Agreement. Prior to any payments received by the Lender pursuant to Section 4(a)(i), the Participant shall be paid an unamortized portion of the Commitment Fee received by the Lender in an amount equal to Seventy-Eight Thousand Three Hundred Ninety-One and 72/100 Dollars (\$78,391.72) and Participant shall have no interest in the remainder of the Commitment Fee, provided that the portion of the Commitment Fee to be paid to Participant shall be paid in equal monthly installments amortized over the remaining initial term of the Loan. To the extent the Loan is repaid within such initial term of the Loan, the remaining unpaid portion of the Commitment Fee shall be payable to Participant upon the repayment date of the Loan. In addition, if the Loan is extended pursuant to the Loan Documents, Lender and BankUnited N.A. shall collectively receive an extension fee from the Borrower in an amount equal to one-quarter of one percent (0.25%) of the outstanding principal balance of the Loan (the "**Extension Fee**") with respect to each extension. The Participant shall be paid its Participant's Percentage of the Extension Fee

received by Lender and Participant shall have no interest in the remainder of the Extension Fee. The Participant shall be paid its Participant's Percentage of any Exit Fee received by Lender, or Lender's affiliates, including the Servicer, in connection with the Loan; provided that in no event shall the amount paid to Participant exceed the product of (i) twenty-four and one-half (24.5) basis points and (ii) the outstanding principal amount of the Loan as of the date of the prepayment of the Loan in full.

h. Except as otherwise expressly set forth in this Agreement, the Participant authorizes the Lender to retain any fees (except to the extent expressly due and payable to the Participant) paid by the Borrower with respect to the Loan and acknowledges that it shall not be entitled to any portion thereof.

i. All amounts paid to the Participant pursuant to this Section 4 shall be paid by wire transfer or by direct deposit in immediately available funds to the Participant's account designated in writing by the Participant from time to time, within three (3) Business Days of receipt by Lender. For purposes of the foregoing, funds shall be deemed (x) "received" if such funds have cleared and are available, and (y) "paid" to the Participant if the Lender performs all actions necessary to place the funds on the Federal Reserve wire transfer system.

j. Before any distribution to a Party, such distribution shall be adjusted to the extent that amounts are owed by a Party to the Other Party in accordance with the terms and provisions hereof and have not been paid as required hereunder, including, without limitation, Sections 6 and 13 hereof. The Participant, without limitation on or waiver of the Participant's obligation to pay such amounts when due as required hereunder, hereby authorizes the Lender to deduct from such distribution to the Participant any such amounts owed but not otherwise paid by the Participant; provided, however, that if any such adjusted amounts are reimbursed by or on behalf of the Borrower, the Lender shall pay to the Participant its Participant's Percentage thereof.

5. Sharing of Payments.

a. In the event the Lender is required to repay any payment received, collected or applied by it with respect to the Loan Documents and with respect to which payment was made by the Lender to the Participant pursuant to Section 4 hereof, the Participant shall, promptly upon demand of the Lender, pay to the Lender the lesser of (i) the amount actually received by the Participant, plus any interest or penalty payable thereon if not paid within five (5) Business Days of demand, or (ii) the amount actually received by the Participant times a fraction, the numerator of which is the total amount the Lender is required to repay and the denominator of which is the total corresponding amount actually received, collected or applied by the Lender, plus any interest or penalty payable thereon if not paid within five (5) Business Days of demand.

b. If the Lender should for any reason make any payment to the Participant (i) in anticipation of the receipt of funds from the Borrower and such funds are not received by the Lender on the date payment is due, or (ii) in excess of the amount then due to the

Participant, the Participant shall, promptly upon demand of the Lender, forthwith return to the Lender all such amounts so transferred, plus interest thereon from five (5) Business Days after demand by Lender at a rate per annum equal to at the lesser of the maximum rate permitted by applicable law and twenty percent (20%) per annum (which applicable rate shall be calculated on a per diem basis during the period that Participant has failed to remit such payments to Lender).

c. To the extent permitted by applicable law and the Loan Documents, if the Participant shall receive from any person by voluntary payment or through exercise of the right of set-off, counterclaim, cross-action, or otherwise any amount applicable to the Loan, the Participant shall make a payment to the Lender in such amount to be applied in accordance with Section 4. If any part thereof is, for any reason, required to be repaid, the Lender shall return its share of any such repayments.

d. For the purpose of calculating the amount of any payment to be made under this Section 5 it shall be assumed that the Lender owns the entire Loan, other than the Participation, regardless of any other participations granted by the Lender in the Loan.

6. Non-Payment or Late Payment.

a. If any advances (including, without limitation, a protective advance or cure or purchase payments under any Governing Document) (each an “**Advance**”) is required under the Loan or Co-Lender Agreement, Lender and Participant shall fund such amounts on a pari-passu basis based on the Participant’s Percentage and Lender’s Percentage. Not later than five (5) Business Days prior to the date of the Advance, Lender shall deliver a notice (the “**Participation Statement**”) by electronic mail to Participant which shall otherwise notify Participant of the amount of the proposed Advance, the date for such Advance, the cumulative Participant’s Percentage of Advances of the Loan and the intended utilization of the funds. Participant shall on or before 2:00 p.m., New York time (such time, the “**Required Funding Time**”), on the day specified in the Participation Statement (as such date may be adjourned by Lender from time to time upon delivery of email notice to Participant), which shall not be earlier than five (5) Business Days following Participant’s receipt of the Participation Statement, deposit with Lender the Participant’s Percentage of such Advance. Unless Lender shall be notified by Participant prior to the requested date of any Advance that Participant does not intend to make available to Lender Participant’s portion of such Advance, Lender may assume that Participant has made such amount available to Lender on or before the time required pursuant to the immediately preceding sentence. Notwithstanding any such notification delivered by Participant pursuant to the immediately preceding sentence, Participant shall remain obligated to fund the Participant’s Percentage of any such Advance of the Loan. In the event a Party (“**Non-Funding Party**”) fails to furnish at, or prior to, the Required Funding Time with immediately available funds in the time period provided above equal to the Lender’s or Participant’s Percentage of the amount of such Advance (the “**Defaulted Payment**”), the other Party shall have the right (but, between Participant and Lender, not the obligation) to advance such funds on behalf of such Non-Funding Party. Any such advance of the Defaulted Payment by a Party on behalf of the Non-Funding Party shall

accrue per diem interest commencing on the Required Funding Time at the lesser of the maximum rate permitted by applicable law and twenty percent (20%) per annum. In the event that a Party funds the Defaulted Payment, in addition to any of its rights at law or in equity, until the Non-Funding Party pays such Defaulted Payment and accrued interest thereon, such Party may offset the amount of such Defaulted Payment and accrued interest against all sums payable to the Non-Funding Party under this Agreement in accordance with Section 4 hereof until reimbursed therefor by the Non-Funding Party, regardless of whether the Non-Funding Party disputes its obligation to pay such Defaulted Payment but without prejudice to the Non-Funding Party's rights to recover the amount so offset if not owed by the Non-Funding Party. If, at any time, a Defaulted Payment, or any interest thereon, remains outstanding or the Non-Funding Party shall otherwise fail to fund the Participant's Percentage or Lender's Percentage, as applicable, of any costs, expenses and disbursements incurred in connection with the Loan as provided for herein (including, without limitation, any Advances), all rights of the Non-Funding Party to consent, approve or disapprove of any matter under this Agreement or otherwise in connection with the Loan shall be suspended while and so long as such amounts remain outstanding. All rights and remedies of the Lender herein specified are cumulative and in addition to, not in limitation of, any rights and remedies which it may have by law or at equity. Enforcement by the Lender of any right specified in this Section 6 shall not constitute an election by the Lender of remedies so as to preclude the exercise of any other right or remedy available to the Lender with respect to a default described in this Section 6 or any other default by the Participant under this Agreement.

b. In addition to the provisions of Section 6(a), if a Non-Funding Party fails to pay to the other Party the Participant's Percentage or Lender's Percentage, as applicable, of any Advance under the Loan as required hereunder, the Non-Funding Party shall indemnify the other Party and hold the Party harmless from and against any and all actual losses, liabilities, suits, judgments, demands, out-of-pocket costs and expenses (including, without limitation, attorney's fees and other legal expenses) resulting from such non-payment or late payment of the Participant's Percentage or Lender's Percentage, as applicable, of such advance under the Loan to a Party.

7. Standard of Care.

a. Except for the obligation of the Lender to distribute certain payments received by the Lender in accordance with Sections 4 and 5 above and except with respect to Lender's responsibility to perform hereunder in accordance with the Standard of Care set forth in Section 15(c) below, the Lender shall have no liabilities or obligations of any kind whatsoever to the Participant with respect to any action, omission or error of judgment, except for losses actually suffered due to the Lender's willful misconduct, and notwithstanding any other provision of this Agreement, such liability shall be limited to the seeking of damages by the Participant in an amount not to exceed the principal, interest, and other amounts relating to the Participant's Percentage. The Participant also acknowledges that the Lender owes the Participant no fiduciary duty with respect to any action taken or not taken under the Loan Documents or this Agreement, but the foregoing

shall not relieve the Lender from the obligation to make disbursements of funds as set forth herein.

b. Without in any way limiting the foregoing, the Lender may rely upon (i) the advice of counsel concerning legal matters, and (ii) the advice of other experts in the administration of the Loan. Neither the Lender, nor any of its officers, directors, employees or agents, shall be liable for any act or omission taken or suffered as a result of the Lender's good faith reliance on the opinion or advice of such counsel or experts.

c. Without in any way limiting the foregoing, the Lender may rely upon any written communication (including e-mail communication and facsimile transmissions) or any telephone conversation which the Lender believes to be genuine and correct or to have been signed, sent or made by the proper person and shall not be required to make any inquiry concerning the performance by the Borrower of any of its obligations and liabilities under or with respect to the Loan Documents.

d. The Lender shall have no obligation to make any claim or assert any lien upon any property held by the Lender that is taken as security for the Loan, credit or financial accommodation, whether by reason of a general description of secured obligations contained in any instrument or document held by the Lender or otherwise, or assert any set-off thereagainst. The Lender shall have the right to exercise any right of set-off or counterclaim it may have and to apply the amount subject to such exercise to the payment of indebtedness of the Borrower other than its indebtedness under the Loan Documents; provided, however, that if the Lender does exercise such right of set-off or counterclaim and applies any amount resulting therefrom to the Loan, the Lender shall pay to the Participant the Participant's Percentage thereof in accordance with Sections 4 and 5 hereof.

8. Warranties.

(a) Except as expressly set forth herein, the Lender makes no representation or warranty, express or implied, and, without limitation of any other exculpation clause hereunder, shall have no responsibility or liability with respect to:

(i) the authority, due execution, completeness, genuineness, legality, validity, sufficiency, collectability, binding effect or enforceability of the Loan Documents;

(ii) the truthfulness and accuracy of any of the representations, warranties, statements and certifications contained in the Loan Documents;

(iii) the collectability of any amount payable under the Loan Documents;

(iv) the adequacy of the collateral for the Note and the obligations of Borrower or any guarantor ("**Guarantor**") or other person under the Loan Documents;

(v) any failure by Borrower or Guarantor to perform any of its obligations under any of the Loan Documents;

(vi) the manner in which any servicer carries out its instructions and duties under any servicing agreement in any particular instance, nor shall Lender be required to ascertain or inquire (A) as to the performance or observance of any of the terms, conditions, provisions, covenants or agreements contained in any of the Loan Documents or to inspect the Collateral (including the books and records of Borrower or Guarantor), (B) as to the use of the proceeds of the Loan or (C) as to the existence or possible existence of any default or event of default under the Loan Documents;

(vii) the existence, priority or perfection of any lien or security interest granted or purported to be granted in connection with any of the Loan Documents;

(viii) the financial condition of the Borrower or any guarantors or of any other entity or person;

(ix) the accuracy, completeness or adequacy of any information contained in any document or any oral information provided to the Participant by the Borrower directly or through the Lender;

(x) the filing, recording or taking of any other action with respect to the Loan Documents; or

(xi) the observation of or compliance with any of the terms, covenants or conditions of the Loan Documents on the part of Borrower or Guarantor.

(b) Lender hereby represents and warrants to Participant as of the date hereof:

(i) Lender is duly authorized to enter into this Participation Agreement and does not require the consent of any party to issue the Participation pursuant to the terms set forth in this Agreement.

(ii) Exhibit B attached hereto is a true, correct and complete list of all of the Loan Documents and Lender has delivered to Participant true, correct and complete copies of each of the foregoing.

(iii) Immediately prior to the execution and delivery of this Agreement, Lender was the sole legal owner and holder of the B Note (as defined in the Co-Lender Agreement), free and clear of any lien, pledge, hypothecation, encumbrance or other adverse interest in the Loan.

9. Credit Decision. The Participant represents to the Lender that it has independently and without reliance upon the Lender, and based solely upon its own expertise (and the expertise

of its independent agents and advisors, if any) and upon such documentation and information as the Participant has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. The Participant also represents that it will, independently and without reliance upon the Lender and based upon such documents and information as the Participant shall deem appropriate at the time, continue to make its own credit decisions, based solely upon its own expertise (and the expertise of its independent agents and advisors, if any) in taking or not taking action in connection with its Participation.

10. Credit Decision. The Participant represents to the Lender that it has independently and without reliance upon the Lender, and based solely upon its own expertise (and the expertise of its independent agents and advisors, if any) and upon such documentation and information as the Participant has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. The Participant also represents that it will, independently and without reliance upon the Lender and based upon such documents and information as the Participant shall deem appropriate at the time, continue to make its own credit decisions, based solely upon its own expertise (and the expertise of its independent agents and advisors, if any) in taking or not taking action in connection with its Participation.

11. Requested Information. To the extent the Lender may do so in compliance with applicable laws and agreements, including, without limitation, the Loan Documents, the Lender shall furnish the Participant copies of such information as the Participant shall specifically and reasonably request from time to time, that the Lender has received from the Borrower; provided, however, that failure to provide such information shall not result in liability on the part of the Lender to the Participant or affect the other rights and obligations of the parties hereunder. Except as expressly set forth in this Agreement, the Lender shall assume no responsibility with respect to the authenticity, validity, accuracy or completeness of any information provided.

12. Approval of Loan Documents. The Participant acknowledges that the Participant has had an opportunity to review the Loan Documents and all other documentation and information which the Participant feels is necessary or appropriate in order to execute and deliver this Agreement. The Participant hereby approves the form and substance of the Loan Documents (as amended by any existing amendments thereto in effect on the date hereof), and all related materials, including, without limitation, title reports and commitments, appraisals, surveys and environmental reports relating to the Loan.

13. Costs and Expenses.

a. Participant acknowledges and agrees that after the date hereof Lender may incur reasonable and market standard costs and expenses or be required to reimburse Lender's costs and expenses (collectively, "**Expenses**") in connection with the administration and enforcement of the Loan and/or the acquisition, ownership and operation of the Collateral if Lender or a nominee takes title to the Collateral (including, without limitation, expenses for protection of Collateral securing the Loan, and operating deficits and/or the costs of capital improvements incurred by any of Lender or a nominee if Lender or a nominee takes title to any of the Collateral). Lender and Participant agree that any Expenses incurred after the date hereof by Lender or Lender's nominee or required

to be reimbursed by Lender or Lender's nominee shall be shared by Lender and Participant on the basis of their respective Lender's Percentage and Participant's Percentage and each Party shall, within seven (7) Business Days of written demand from Lender, reimburse pay the Lender's Percentage or Participant's Percentage, as applicable, of such unreimbursed Expenses specified in the written demand and, to the extent a Party does not remit the Lender's Percentage or Participant's Percentage, as applicable, of such unreimbursed expenses within such seven (7) Business Day period, such funding Party shall deliver a second notice to the other Party with respect to such Expenses and if such Party does not remit the Lender's Percentage or Participant's Percentage, as applicable, of such unreimbursed expenses within such second seven (7) Business Day period, such unreimbursed Expenses, together with interest thereon (at a rate equal to twenty percent (20%) per annum and compounded monthly on the first day of each calendar month), may be recovered in the waterfall set out in Section 4 of this Agreement simultaneously with any Defaulted Payment reimbursements.

b. All liabilities, damages or losses incurred in connection with the Loan, the Governing Documents or the Collateral shall be borne by Lender and Participant in accordance with their respective Lender's Percentage and Participant's Percentage. Both Parties agrees to reimburse and indemnify the other Party (to the extent not reimbursed by Borrower) in proportion to the Lender's Percentage or Participant's Percentage, as applicable, for and against any and all liabilities, obligations, indemnification obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever which may be imposed on, incurred by, or asserted against a Party in any way relating to or arising out of the Loan Documents or any action taken or omitted by Lender or Participant under the Loan Documents (collectively, "**Losses**"); provided, however, that neither Party shall not be liable for any portion of such liabilities, obligations, indemnification obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements resulting from another Party's gross negligence or willful misconduct. Without limiting the generality of the foregoing, the indemnitor Party agrees to reimburse the indemnified Party promptly upon demand (which demand shall be effective upon receipt of written notice) for the Lender's Percentage or Participant's Percentage, as applicable, of any out-of-pocket expenses (including attorneys' fees) incurred by the indemnified Party in connection with the amendment, or enforcement of, and the preservation of, any rights under the Loan Documents or any Collateral to the extent that the indemnified Party has not been reimbursed for such expenses by Borrower (whether incurred prior to the date of this Agreement or after the date of this Agreement). The obligations of each Party under this Section 13(b) shall survive the termination and/or expiration of this Agreement, the termination and/or maturity of the Loan Documents and the payment of all other obligations of Borrower under the Loan Documents.

c. To the extent the Lender is reimbursed by or on behalf of the Borrower for Expenses or Losses under this Section 13 of which the Participant had previously paid its Participant's Percentage to the Lender as required hereunder, the Lender shall immediately repay to the Participant its Participant's Percentage of any such reimbursement.

14. Assignment and Sales of Participations/No Transfers in Violation of Securities Laws.

a. The Participant shall not assign, sell, transfer or subparticipate the Participation or its rights under this Agreement, or other Loan Documents, or any part thereof, without the prior written consent of the Lender. Notwithstanding the above, the Participant may assign the Participation rights to an entity or entities controlled or managed by Robert Kantor or Francis Greenburger with financial net worth substantially similar or greater than Participant as of the date hereof without Lender consent but with at least two (2) Business Days prior written notice to Lender and delivery to Lender of (i) documentation reasonably acceptable to Lender evidencing satisfaction of the foregoing conditions and (ii) an assignment and assumption of this Agreement in form and substance reasonably acceptable to Lender. In the event either party ("**Receiving Party**") receives a bona fide written offer (an "**Offer**") from an independent third party to purchase such parties participation in the Loan and if such offer to purchase is acceptable to the Receiving Party, the other party shall have, and the Receiving Party does hereby grant to the other party, the right of first refusal to purchase the Participation under the same terms and conditions as are contained in the Offer. Upon receipt of any such Offer which the Receiving Party is ready to accept, the Receiving Party shall deliver to the other party a copy of any such Offer, certified by the Receiving Party as being a complete, true and correct copy of the Offer, together with a certification that the Receiving Party intends to accept the Offer (the "**Offer Notice**"). The other party shall have a period of thirty (30) days from the date of the receipt of the Offer Notice to elect whether or not it intends to accept or reject such Offer. If the other party provides written notice to the Receiving Party within such thirty (30) day period that the other party desires to purchase the Participation, then the other party shall purchase the Participation within five (5) days after providing such notice to the Receiving Party. In the event of a purchase in accordance with this Section, the Receiving Party shall execute and deliver to the other party any documents the other party reasonably deems necessary to transfer the Participation to the other party. If the other party fails to provide such notice of its intention to purchase the Participation within such thirty (30) day period, then the other party's right of first refusal granted herein shall terminate and be of no further force and affect. No provision of this Agreement shall be deemed to restrict the Lender's right to assign, sell, transfer, participate or subdivide its interest in the Loan or any of its rights hereunder or under the Loan Documents provided such assignee, purchaser or transferee remains subject to the terms and conditions of this Agreement and the Co-Lender Agreement. Notwithstanding anything to the contrary contained in this Agreement, in no event shall Lender or Participant have the right to make any assignment, sale, transfer, participation or subparticipation if such action would result in a breach of the terms of the Loan Documents or the Co-Lender Agreement.

b. The Participation has not been registered or qualified under the Securities Act of 1933 (the "**Act**") or any state securities laws. The Lender shall have no obligation to register or qualify the Participation under the Act or any other securities law. The Participation (or any part thereof) may not be offered for sale, pledged, hypothecated, sold, assigned or transferred at any time except in compliance with the terms and conditions this Agreement and pursuant to an effective registration statement under the Act, or any

applicable state securities laws, or in a transaction which is exempt from registration under the Act.

c. Lender may, at its option, voluntarily sell additional participation interests in the Loan to other participating lenders without the prior consent of the Participant provided that (a) no such participation cause a loss of rights by Participant, cause a reduction in the Participant's Percentage, or cause reduction in amounts payable to Participant hereunder and (b) such participations are made in accordance with the terms and conditions of the Co-Lender Agreement.

15. Performance of Duties; Liability of Agents, Affiliates, Subsidiaries, Officers and Employees.

a. The Lender may perform any of its duties hereunder and under the Loan Documents by or through its agents and employees and by or through any Affiliate and subsidiary of Lender, and their respective agents and employees. Except to the extent otherwise expressly provided for in this Agreement, neither the Lender nor any of its officers, directors, employees, agents, nor such Affiliates and subsidiaries of Lender nor any of their respective officers, directors, employees, agents, shall be liable for any action taken or omitted by them as such hereunder or under the Loan Documents or in connection herewith or therewith, except that the Lender may be held liable for actual loss or damage to the Participant resulting from its own willful misconduct and from the willful misconduct of its agents and employees, Affiliates and subsidiaries acting on its behalf, which shall include a breach of the terms and conditions of this Agreement that continues for more than ten (10) Business Days after written notice thereof. As used herein, "**Affiliate**" shall mean any Person who, directly or indirectly through one or more intermediaries, is in control of, is controlled by, or is under common control with, another Person. For purposes of this definition, a Person shall be deemed to be "controlled by" another Person if another Person or a director, officer, shareholder or employee of another Person possesses, directly or indirectly, power to (i) vote 10% or more of the securities having ordinary voting power for the election of directors of such Person or (ii) direct or cause the direction of the management and policies of such Person, whether by contract or otherwise, and the legal representative, successor or assign of any such Person. In addition, if such Person is an individual, any member of the immediate family (including parents, spouse, children and siblings) of such individual and any trust whose principal beneficiary is such individual or one or more members of such immediate family shall be deemed to be an Affiliate of such Person.

b. Participant acknowledges and agrees that (i) the Loan is administered by Lender, (ii) Lender has engaged and/or has the right to engage a servicer to administer the Loan on behalf of itself; and (iii) all servicer fees, if any, shall be paid in accordance with Section 4(a) hereof.

c. Participant assumes all risk of loss in connection with the Participation, to the extent of its participating interest in the Loan, as if Participant had negotiated the Loan Documents directly with Borrower and Guarantor (as applicable) and had made advances

on account thereof directly to Borrower. Lender assumes all risk of loss in connection with Lender's interest in the Loan to the extent of Lender's interest therein. Except as expressly set forth in this Agreement, Lender shall retain all rights with respect to enforcement, collection and administration of the Loan and the security for the Loan. Lender shall not have any responsibility to Participant other than to exercise the degree of care, skill, prudence and diligence that Lender normally exercises in connection with real estate loans of substantially the same size and type as the Loan that are either (i) held by Lender for its own account in which no syndications or participations are involved, or (ii) that are syndicated and/or participated by Lender, in each case, without regard to (w) any relationship (other than the relationship created by the Loan Documents) that Lender, or any Affiliate of Lender, may have with Borrower, Guarantor or any Affiliate of Borrower or Guarantor or any other party to any of the Loan Documents or this Agreement, or (x) the existence of any subordinate or mezzanine loan with respect to the Property, the collateral or any direct or indirect interest therein other than the Loan that Lender, or any Affiliate of Lender, may service, hold or have an interest in (the "**Standard of Care**"). The terms and provision of this Section 15(c) shall survive the termination and/or expiration of this Agreement, the termination and/or maturity of the Loan Documents and the payment of all other obligations of Borrower any under the Loan Documents.

d. None of Lender or any of its respective directors, officers, agents, counsel or employees shall be liable to Participant for any action taken or omitted to be taken by it or them or for errors in judgment under or in connection with this Agreement, the Loan Documents, any co-lender Agreement (including, without limitation, that certain Co-Lender and Servicing Agreement, dated as of August 1, 2022, by and between BankUnited, N.A. and Lender, as amended from time to time) (the "**Co-Lender Agreement**"; and together with the Loan Documents, collectively, the "**Governing Documents**"), or any of the collateral, except that Lender shall be liable for Participant's actual (but not consequential or punitive) damages caused by Lender's, or its officer's, director's, servicer's, agent's or employee's gross negligence, willful misconduct or material and willful breach of this Agreement. Subject to the preceding sentence, Lender will administer the Loan in accordance with the Standard of Care and the terms of this Agreement (provided that, to the extent such administration in accordance with the Standard of Care would result in a violation of this Agreement, the terms of this Agreement shall control), and Lender shall have no further responsibility to Participant (other than as set forth in the immediately precedent sentence). Without limiting the generality of the foregoing, Lender: (i) may consult with legal counsel (including counsel for Borrower and Guarantor), independent public accountants and other experts selected by it and shall not be liable for any action taken or omitted to be taken by it in accordance with the advice of such counsel, accountants or experts, and (ii) shall incur no liability under or in respect of this Agreement, the Loan Documents or the Collateral by acting upon any notice, consent, draft, certificate or other instrument or writing (which may be by telegram, telecopy, email cable or telex) or any telephone communication believed by it to be genuine and believed by it to have been signed, sent or made by the proper party or parties or by any individual, sole proprietorship, partnership, joint venture, trust, unincorporated organization, association, corporation, limited liability company, institution, entity, party or government (whether national, federal, state, county, city, municipal or otherwise, including without limitation,

any instrumentality, division, agency, body or department thereof) (each, a “**Person**”) believed by it to be acting on their behalf. The terms and provisions of this Section 15(d) shall survive the termination and/or expiration of this Agreement, the termination and/or maturity of the Loan Documents and the payment of all other obligations of Borrower under the Loan Documents. Neither Participant nor any of its respective directors, officers, agents, counsel or employees shall be liable to Lender for any action taken or omitted to be taken by it or them or for errors in judgment under or in connection with this Agreement, except that Participant shall be liable for Lender’s actual (but not consequential or punitive) damages caused by Participant’s, or its officer’s, director’s, servicer’s, agent’s or employee’s gross negligence, willful misconduct or material and willful breach of this Agreement.

e. Lender makes no representation or warranty, nor assumes any responsibility with respect to the financial condition of either Borrower or any Guarantor or the performance or observance by either Borrower or any Guarantor of any of their respective obligations under the Loan Documents or any other instrument or document furnished pursuant thereto nor shall Lender have any responsibility to inspect the properties or books and records of Borrower or Guarantor except in accordance with the Loan Documents. Lender shall be under no duty to file any documents relating to any Collateral or to maintain any such filings. Except for reports and other documents and information expressly required to be furnished to Participant pursuant to the terms of this Agreement, Lender shall have no duty or responsibility to provide Participant with any credit or other information concerning the affairs, financial condition or business of Borrower, Guarantor or any of their Affiliates.

f. Lender does not assume any responsibility to Participant other than as expressly provided in this Agreement. Lender shall hold the Note, and Lender shall hold the Loan Documents for the benefit of Lender and Participant and, pending disbursement, Lender shall hold all amounts received or collected by Lender and payable to Participant pursuant to this Agreement for the benefit of Participant.

g. As long as this Agreement shall remain in effect, Participant agrees not to assert any direct right of legal redress against Borrower with respect to the Loan, the Loan Documents or the Collateral. Participant hereby authorizes Lender to take legal action to enforce or protect Participant’s or Lender’s interests with respect to the Loan, the Governing Documents or the Collateral in accordance with the terms of this Agreement and the Co-Lender Agreement. If Lender incurs any liabilities, costs or expenses (including, without limitation, those for reasonable legal services) in connection with such legal action with respect to the Loan, the Governing Documents or the Collateral, with any actual or proposed amendment or waiver of any term thereof or restructuring or refinancing thereof or with any effort to enforce or protect Lender’s rights or interests with respect thereto such liabilities, any such amounts shall constitute Expenses and Losses for which Lender shall be entitled to reimbursement in accordance with Section 4.

16. Rights of the Participant in the Loan Documents.

a. Subject to Participant's rights and Lender's duties and responsibilities hereunder, Lender shall retain all of Lender's rights and powers under the Governing Documents. Subject to the terms of this Section 15, Participant hereby irrevocably designates Lender as its exclusive agent for the administration of the Loan and enforcement of the Loan Documents, and Lender accepts such appointment and agrees to manage, perform and enforce the terms of the Loan in accordance with the Standard of Care, the terms of this Agreement, the Loan Documents and applicable law. In furtherance of the immediately preceding sentence, but subject to the terms of this Section 16, the Lender reserves the right, in accordance with the terms and condition of this Agreement, in each instance to (i) negotiate, control, manage, service and administer the Loan Documents, (ii) agree to the modification, waiver or release of any of the terms of any of the Loan Documents, (iii) consent to any action or failure to act by the Borrower, (iv) exercise or refrain from exercising any powers or rights which the Lender may have under or in respect of the Loan Documents or collateral including, without limitation, enforcement of the obligations of the Borrower or any party liable on any guaranty, (v) collect from the Borrower, any guarantor or otherwise, all installments of principal and interest due and owing with respect to the Loan, together with all fees, premiums, and any and all other amounts due on or in connection with the Loan as more fully set forth in the Loan Documents, (vi) exercise all such powers as are incidental thereto, and (vii) increase the maximum principal balance of the Loan. Notwithstanding the foregoing, Lender shall not be permitted to take any Major Decision (as hereinafter defined) without obtaining each Participant's consent or approval thereof in accordance with the terms of this Agreement. Except with respect to Major Decisions, Participant hereby irrevocably authorizes Lender to take any actions on its behalf, and to exercise or refrain from exercising any powers or rights from time to time in respect of the Governing Documents, or which Lender may be entitled to assert at law or in equity, or otherwise enforce or refrain from enforcing the obligations of Borrower or any counterparty, as Lender, as applicable, in their sole but good faith discretion, deems necessary or advisable. To the extent that the Loan Documents require a specific level of discretion with respect to any Major Decision (e.g., reasonable discretion or approval not to be unreasonably conditioned, withheld or delayed), such level of discretion shall apply to Participant's approval of the applicable Major Decision.

b. In the event a Major Decision is required to be made, Lender shall promptly so notify Participant. If the notice (a "**Decision Notice**") sent to Participant by the Lender (i) sets forth Lender's recommendation as to the proposed course of action or decision with respect to such Major Decision, (ii) include all information in Lender's possession that Lender reasonably believes is necessary for Participant to make a decision, (iii) ask for the approval of Participant with respect to such course of action or decision and (iv) set forth the specific date by which Participant's approval or disapproval of the action or decision recommended in the Decision Notice must be given then, in the event Lender does not receive from Participant written approval or disapproval of the action or decision recommended in the Decision Notice within five (5) Business Days following the giving of a Decision Notice (or such shorter period as is required by the terms of the Loan Documents or by Lender if Lender in good faith reasonably believes a more prompt response is necessary or appropriate and such shorter period is set forth in the Decision

Notice), Lender shall be entitled to send a second Decision Notice with respect to such proposed Major Decision. In the event Lender does not receive Participant's written approval or disapproval of the action or decision recommended in the second Decision Notice within five (5) Business Days following the giving of such second Decision Notice (or by such shorter period as is required by the terms of the Loan Documents or by Lender if Lender in good faith reasonably believes a more prompt response is necessary or appropriate and such shorter period is set forth in the Decision Notice) of the date on which Lender has delivered such Decision Notice to Participant, then Participant shall be deemed to have approved the action or decision proposed therein. Each Decision Notice shall, at the top of such notice, set forth a legend in all caps and bolded text as follows: "THIS IS A DECISION NOTICE RELATING TO AN ACTION OR DECISION CONCERNING THE [] LOAN RECOMMENDED BY LENDER. IF LENDER DOES NOT RECEIVE A WRITTEN APPROVAL OR DISAPPROVAL FROM THE ADDRESSEE OF SUCH ACTION OR DECISION WITHIN THE TIME PERIOD REQUIRED UNDER SECTION 16(B) OF THE PARTICIPATION AGREEMENT WITH RESPECT TO SUCH LOAN, WHICH DATE IS [], [[LENDER SHALL BE ENTITLED TO SEND A SECOND NOTICE] [SUCH ADDRESSEE SHALL BE DEEMED TO HAVE APPROVED SUCH ACTION OR DECISION]]." If Lender does not receive from Participant written approval or disapproval of the action or decision recommended in such Decision Notices within the time period required above, Participant shall be deemed to have approved the action or decision recommended therein. For the avoidance of doubt, following the receipt by Lender of the approval of Participant to any Major Decision, Lender may proceed with the action or decision set forth in the Decision Notice.

As used herein, "**Major Decisions**" shall mean:

- (i) except as specifically set forth in the Loan Documents, changing the rate at which interest is computed on the Loan as set forth in the Loan Documents;
- (ii) subjecting any Participant to any additional obligations under the Loan Documents or the Loan;
- (iii) modifying the definition of Major Decision hereunder or any other provisions of this Agreement relating to the rights of Participant;
- (iv) any Major Decision as defined in paragraph 5(f) of the Co-Lender Agreement
- (v) acceptance of a deed-in-lieu of foreclosure from Borrower; or
- (vi) making an Advance in connection with exercising a cure right pursuant to the Co-Lender Agreement.

Notwithstanding anything contained herein, the Participant's consent shall not be required to be obtained by the Lender to the extent that any agreement by the Lender to obtain such

consent would constitute or cause a violation of the terms of the Loan Documents or any Governing Document.

c. Subject to the terms and conditions of the Co-Lender Agreement, the Lender is authorized to retain the Loan Documents in the Lender's own name and to deal with the parties other than the Participant as if the Lender were the absolute owner of the Loan and the Loan Documents. Any person, firm or corporation may deal with the Lender concerning the Loan in the same manner as if the Participation were not outstanding and as if the Lender were the sole owner of the Loan.

d. Nothing herein shall be construed as limiting or restricting in any way the Lender's authority to make disbursements in excess of the maximum principal balance of the Loan for the purpose of (i) preserving or protecting any collateral or the priority of the Lender's lien or security interest therein, (ii) enforcing any of the Loan Documents, or (iii) enforcing or exercising any right or remedy under the Loan Documents including, without limitation, the foreclosure or sale of collateral.

e. Intentionally Omitted.

f. Lender shall have the sole right to accept payment in full payoff amount of the Note, and thereupon to execute releases of the Loan Documents and any other Collateral or rights relating to the Loan Documents, and to terminate and release all other documents granting security interests to the Lender in connection with the Loan Documents. Upon such termination and release, Lender shall promptly account for and, as soon as collected, shall pay over to Participant the Participant's Percentage of the final payment under the Note.

g. In the event that Lender requests Participant's approval in connection with clauses (v) or (vi) of the definition of Major Decision and Participant does not approve such Major Decision, Lender shall have the right to purchase the Participation from Participant. The payment for the purchase or sale of the Participants or Lender's interest shall be equal the Participation Amount and all accrued and unpaid interest (excluding default interest) related thereto through the date of repayment. Lender shall be required to deliver written notice to Participant of its exercise of its right under this Section 16(g) within fifteen (15) days following Participant's disapproval of the applicable Major Decision and shall be required to close on such purchase within thirty (30) days following the exercise of such right. Any exercise under this Section 16(g) shall be binding and irrevocable and failure to exercise such right shall be deemed a waiver of such right with respect to the applicable disapproval. Lender shall be entitled to assign such right to purchase to an Affiliate of Lender. Participant shall execute and deliver to the other party any documents the other party reasonably deems necessary to transfer the Participation to Lender or its designee.

17. Default; Acceleration; Enforcement. In the event that the Lender, in accordance with the terms of this Agreement, elects to enforce any remedy under the Loan Documents, whether by

means of suit to foreclose the liens securing payment of the Loan or by accepting transfers from the Borrower in lieu of such foreclosure, the Lender will proceed in accordance with the following terms:

a. In the event of a foreclosure sale or other sale of any collateral for the Loan, the Lender will have the right to bid at such sale. Any bid entered by the Lender will be deemed to have been entered on behalf of both the Lender and the Participant. In the event the Lender makes a successful bid for less than the outstanding principal balance of the Loan, the difference between the outstanding principal balance of the Loan and the successful bid shall be applied, by Participant and Lender in reduction of the Participation and Retained Amount on a pari passu and pro rata basis. If such bid is the successful bid, the successful bidder will cause all title instruments issued as a result of such foreclosure to be issued in one of the following manners to be selected by the Lender in consultation with the Participant: (a) in the name of a subsidiary owned by a joint venture held by Participant and Lender based on their pro rata undivided interests after reducing the Participation and Retained Amount as provided in this Section 17(a) (provided that in the event that this clause (a) is utilized, Participant shall be required, within five (5) Business days of written demand, purchase a 1% interest in the joint venture from Lender such that Participant and Lender shall each hold 50% of the joint venture); or (b) in the name of the Lender and the Participant in pro rata undivided interests as tenants in common after reducing the Participation as provided in this Section 17(a). From and after the date of any foreclosure sale, deed in lieu, or other sale of any collateral for the Loan, Lender and Participant shall enter into written documentation whereby Participant, or its affiliate, shall manage the day to day operations of the Property, and Lender's (or an affiliate of Lender) shall have the right to consent to major decisions reasonably acceptable to both Lender and Participant, which major decisions shall be memorialized in joint venture or similar documentation. In the event that the successful bid is entered by a third party, the sale proceeds will be distributed in accordance with the terms of Section 4(a) of this Agreement and no party other than the successful bidder will thereafter have any rights in such collateral for the Loan. The terms and provisions of this Section 17 shall also apply in the event of acceptance of a deed-in-lieu of foreclosure.

b. The Lender and the Participant agree that they will not mortgage, sell, assign, or transfer in any way any of their respective interests as a tenant in common or as members in a subsidiary company, in ownership of any collateral for the Loan or any part thereof to any person other than each other until such interest or the part thereof to be transferred is first offered for sale to the other.

c. In the event that Lender and Participant become tenants in common of any collateral for the Loan, then Lender and Participant will execute a tenancy in common agreement in form and substance reasonably acceptable to each of Lender and Participant.

18. Participant's Purchase Option. In the event that Lender has the right to exercise the purchase option set forth in Section 12 of the Co-Lender Agreement (the "**Purchase Option**"), then either Party (the "**Electing Party**") shall have the right to send a written notice (the "**Election Notice**") to the other Party ("**Receiving Party**"), that it is electing to exercise the Purchase Option. Within fifteen (15) days of receipt of the Election Notice, the Receiving Party shall provide written notice, to the Electing Party as to whether or not the Receiving Party elects to (a) join with the

Electing Party, on a pari passu basis as calculated in accordance with the Lender and Participants Percentages, in purchasing the A Note, or (b) to receive payment from the Electing Party of the Participation Amount or Retained Amount, as applicable, and all accrued and unpaid interest (excluding default interest) related thereto through the date of repayment. In the event the Receiving Party elects to join with the Electing Party, the Lender shall send a notice to the A Note Holder to purchase the A Note in accordance with the Co-Lender Agreement, and both Parties shall close on the closing of the purchase pursuant to the Purchase Option in accordance with the Co-Lender Agreement. If the Receiving Party elects to be paid off, the Electing Party shall close on the purchase of the Receiving Party's Participation interest on the same day of the closing of the purchase pursuant to the Purchase Option. Any election made by the Receiving Party under this Section 18 shall be binding and irrevocable and failure to respond within the required timeframe shall be deemed an election of clause (b) of this Section 18. Each Party shall be entitled to assign such Purchase Option to an Affiliate of such option. To the extent the Participant is the Electing Party and Lender elects clause (b) above then, as of the date of the acquisition by Participant of the entirety of Lender's interest in the Loan, Participant shall have the right to terminate any servicing agreement regarding the Loan entered into with an Affiliate of Lender, without payment of any penalty or termination fee and such servicer shall reasonably cooperate with Participant (at Participant's cost) to transition the servicing of the Loan (it being acknowledged and agreed that all escrows and reserves held by the Lender and/or the servicer and/or the funds in the cash management account for the Property and/or the Loan shall be delivered to Participant or Participant's designee).

19. Confidentiality. Except as may be required by law, the Participant will not, without the Lender's written consent, disclose any information regarding the Borrower, the Loan or the Participation, including, without limitation, the terms of this Agreement, any financial or business information which may be provided to the Participant by the Lender; provided, however, that the Participant may disclose such information without violating the provisions of this paragraph, (a) to its attorneys, (b) upon request, to any regulatory or governmental agency (or a representative thereof) having regulatory authority over the Participant, (c) to the extent required by requirement of law or by any subpoena or similar legal process, (d) in connection with the exercise of any remedies hereunder or any suit, action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder, (e) subject to an agreement containing provisions substantially the same as those of this Section, to any assignee of Participant, or (f) to the extent such information (i) becomes publicly available other than as a result of a breach of this Section or (ii) becomes available to the Participant on a non-confidential basis from a source other than the Borrower.

20. Right to Conduct Other Business. The Lender may accept deposits from, lend money to and generally engage in any kind of banking or other business with the Borrower, and any other related entity or Affiliate, and the Lender may accept and retain any funds payable in connection with any such other business for the Lender's own account and shall have no obligation to account therefor or to remit to the Participant any portion thereof.

21. Notices. All notices, consents, approvals and requests required or permitted hereunder shall be given in writing and transmitted by (a) electronic mail, and (b) one of (i) prepaid nationally recognized overnight courier service, with proof of attempted delivery, or (ii) hand

delivery, in each case addressed as follows (or at such other address and Person as shall be designated from time to time by any party hereto), as the case may be, in a written notice to the other Parties hereto in the manner provided for in this Agreement:

If to Lender: Dwight Mortgage Trust LLC
787 Eleventh Avenue
10th Floor
New York, New York 10019
Attention: Adam Sasouness
Email: AS@DwightMortgageTrust.com

With a copy to: Dwight Mortgage Trust LLC
787 Eleventh Avenue
10th Floor
New York, New York 10019
Attention: General Counsel
Email: GeneralCounsel@DwightMortgageTrust.com

If to Participant: TEI Dwight Stellar LLC
55 Fifth Avenue, 15th Floor
New York, NY 10003
Attention: Jonathan Dulberg
Email: jdulberg@timeequities.com

With a copy to: David Feinberg, Esq.
55 Fifth Avenue, 15th Floor
New York, NY 10003
Email: dfeinberg@timeequities.com

A notice shall be deemed to have been given: in the case of electronic mail, on the date sent if sent before 5:00pm eastern time on a Business Day, if sent after such time, such notice shall be deemed sent on the next Business Day; in the case of hand delivery or delivery by a reputable overnight courier, at the time of delivery; in the case of registered or certified mail, when delivered or the first attempted delivery on a Business Day; or in the case of expedited prepaid delivery, upon the first attempted delivery on a Business Day. Lender and Participant agree that each party's legal counsel shall be permitted to deliver notice on their behalf.

22. Severability. Any provision of this Agreement which is prohibited, unenforceable or not authorized in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability, or non-authorization without invalidating the remaining provisions hereof or affecting the validity, enforceability or legality of such provision in any other jurisdiction.

23. Successors and Assigns; Rights of Third Parties. This Agreement shall be binding upon and inure to the benefit of each of the Parties and, except as restricted by Section 14, their respective successors and assigns. No person (including, without limitation, the Borrower) other

than the Parties and their respective permitted successors and assigns, shall have any rights under this Agreement.

24. Participation Records. This Agreement shall serve to document the Participation. The Parties shall each maintain records of all payments made by and to the Participant with respect to the participation. In the event of any conflict between the records maintained by the Parties, the Lender's records shall be considered prima facie correct.

25. Investment Representation. The Participant represents to the Lender that it is incorporated or chartered in the United States and has acquired and is acquiring the Participation for its own account and not with a view toward the sale or other distribution thereof.

26. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York, without giving effect to any choice of law principles. Nothing herein shall be deemed to limit any rights, powers or privileges which the Lender may have by reason of its being a national banking association pursuant to any law of the United States or any rule, regulation or order of any department or agency thereof and nothing herein shall be deemed to make unlawful any transaction or conduct of the Lender, which is lawful pursuant to, or which is permitted by any of the foregoing. All judicial proceedings brought against any party hereto with respect to this Agreement shall be brought in any state or federal court of competent jurisdiction in the State of New York, County of New York, and by execution and delivery of this Agreement, each party hereto accepts, for itself and in connection with its properties, generally and unconditionally, the exclusive jurisdiction of the aforesaid courts, and irrevocably agrees to be bound by any final judgment rendered thereby in connection with this Agreement from which no appeal has been taken or is available. Each party irrevocably waives any objection, including any objection of the laying of venue or based on the grounds of forum non conveniens, that it may now or hereafter have to the bringing of any such action or proceeding in such jurisdiction. No party to this Agreement shall be entitled to any immunity whatsoever, whether characterized as sovereign immunity or otherwise, from any legal proceedings, whether in the United States or elsewhere, to enforce the obligations or liabilities hereunder. The parties hereto each acknowledge that to the extent any of its property should at any time acquire any immunity, it hereby irrevocably waives such right to immunity in respect of any actions or proceedings, wherever brought, in respect of the obligations or liabilities hereunder.

27. Waiver. No delay on the part of the Lender in the exercise of any right, power or remedy shall operate as a waiver thereof, nor shall any single or partial exercise by the Lender of any right, power or remedy preclude the further exercise thereof, or the exercise of any other right, power or remedy.

28. Interpretation of Agreement. This Agreement is not intended to constitute, and shall not be construed to establish, a partnership or joint venture between the Lender and the Participant. The Lender will have no obligation or responsibility to the Participant except to the extent specifically stated herein. The Lender shall not have a fiduciary or agency relationship of any kind with the Participant, and nothing in this Agreement, whether express or implied, is intended or shall be construed to impose upon the Lender any obligations with respect to the transactions contemplated hereby, except as expressly set forth herein. Neither the execution of

this Agreement, nor the performance of any of the terms or provisions hereof or the performance or exercise of any obligations or rights pursuant thereto, shall have the effect of constituting the Participant an owner, holder, purchaser, or seller of any security (as that term is defined in the Securities Act of 1933 or the Securities Exchange Act of 1934) issued, owned, purchased, or sold by the Lender, either as principal or as agent for the Borrower. When used herein, the term “gross negligence” shall be deemed to mean a conscious, voluntary act or omission in reckless disregard of a legal duty and of the consequences as affecting any other party to this Agreement. None of the provisions of this Agreement shall inure to the benefit of Borrower, any Guarantor or any Person other than the parties hereto; consequently, no Person other than the parties hereto shall be entitled to rely upon or raise as a defense, in any manner whatsoever, the failure of either of the parties to comply with the provisions of this Agreement. Neither of the parties hereto shall incur any liability to Borrower, any Guarantor or any other Person for any act or omission of the parties hereto.

29. Not a Loan. This Agreement shall in no way be construed as providing an extension of credit by Lender to Participant or by Participant to Lender. In addition, for Participant’s own purposes, Participant’s acquisition of the Participation pursuant to this Agreement shall not be deemed to be the making of a Lender loan by Participant to Borrower, but shall instead be deemed a private placement of debt.

30. Due Execution. Each party hereto represents and warrants that this Agreement has been duly authorized by all action necessary, executed, and delivered and constitutes a legal, valid and binding obligation of such party and is enforceable in accordance with its terms.

31. Termination. This Agreement shall terminate upon the earliest to occur of (a) mutual agreement by the parties hereto, evidenced in writing; and (b) Loan in full; provided that with respect to clause (b), this Agreement shall not terminate until the funds from such repayment have been applied in accordance with the terms of this Agreement. Upon termination of this Agreement, all of the rights and obligations of the parties shall terminate except as expressly set forth herein.

32. Modification, Waiver in Writing. No modification, amendment, extension, discharge, termination or waiver of any provision of this Agreement shall in any event be effective unless the same shall be in a writing signed by the party against whom enforcement is sought, and then such waiver or consent shall be effective only in the specific instance, and for the purpose, for which given.

33. Costs and Fees. Notwithstanding anything expressed or implied herein to the contrary, the Parties covenant and agree that in the event of any litigation arising hereunder, the Prevailing Party (as hereinafter defined) shall be entitled to receive from the losing party an amount equal to the Prevailing Party’s costs incurred in such litigation, including the prevailing party’s attorneys’ fees, costs and disbursements. For purposes of this Section 33, (a) the term “Prevailing Party” means that party who obtains substantially the result sought, whether by settlement, mediation, judgment or otherwise, and (b) the term “attorneys’ fees” shall include the actual attorneys’ fees incurred in retaining counsel for advice, negotiations, suit, appeal and any other

legal proceeding, including mediation and arbitration. The provisions of this Section 33 shall survive the expiration or termination of this Agreement.

34. Business Days. Except as otherwise provided for herein, whenever used herein, the reference to “business day” or “Business Day” shall mean any day on which the Federal Reserve Lender of New York and Lenders located in New York are both open for business. Whenever a payment is required to be made herein by one party to this Agreement to the other party to this Agreement and the date such payment is required to be made falls on a day which such party making such payment is customarily closed for business, then the time for payment shall be extended to the next day on which such party is open for business.

35. Waiver of Trial by Jury. Each Party hereby agrees that any suit, action or proceeding, whether a claim or counterclaim, brought or instituted by any party on or with respect to this Agreement or any other document executed in connection herewith or which in any way relates, directly or indirectly to the Loan or any event, transaction or occurrence arising out of or in any way connected with this Agreement or the dealings of the parties with respect thereto, shall be tried only by a court and not by a jury. EACH PARTY TO THIS AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY SUCH SUIT, ACTION OR PROCEEDING. Each party hereto acknowledges that it may have a right to a trial by jury in any such suit, action or proceeding and that it hereby is knowingly, intentionally and voluntarily waiving any such right. Each party hereto further acknowledges and agrees that this Section is material to this Agreement and that adequate consideration has been given and received in exchange for the waiver made by each party hereto pursuant to this Section.

36. Headings. Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

37. Entire Agreement; Amendments. This Agreement embodies the entire agreement and understanding between the Parties and supersedes all prior agreements and understandings between the Parties relating to the subject matter hereof. The terms of this Agreement may not be modified or amended in any way except in a writing signed by the Parties.

38. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but such counterparts, when taken together, shall constitute one agreement, and shall become effective when each party has received counterparts signed by each of the other Parties, it being understood and agreed that delivery of a signed counterpart signature page to this Agreement by facsimile transmission, by electronic mail in portable document format form or other similar form (e.g., .pdf, .jpeg, .TIFF), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document (e.g., through e-signature applications such as DocuSign) (each of the foregoing, an “**Electronic Signature**”) shall constitute valid and sufficient delivery thereof provided that a party with the intent to sign this Agreement executes the Electronic Signature. Any Electronic Signature executed by a party shall be deemed to be an original signature hereto.

39. Affiliated Participant. Notwithstanding anything in this Agreement to the contrary, in the event that at any time any portion of Participant’s interest in the Loan is held by Borrower,

Guarantor or an Affiliate of Borrower or Guarantor (an “**Affiliated Participant**”), such Affiliated Participant shall have no rights under the terms of this Agreement (other than its right to receive payments), and such Affiliated Participant shall have no right to consent or approve any Major Decisions. In addition and notwithstanding any provisions of this Agreement to the contrary, at any time the Loan (or any portion thereof) is directly or indirectly or beneficially held by any Person that is an Affiliated Participant, such Person shall not be entitled to receive (and hereby waives any right which it would otherwise have to receive) any “asset status reports” or any correspondence or materials or notices or any other items required hereof from Lender (or servicer or any other agent of Lender or servicer, as applicable) of, or to participate in, any discussions, meetings or conference calls regarding or relating to any workout discussions or litigation or foreclosure strategy (or potential litigation strategy) involving the Loan and/or the Governing Documents, other than in such Person’s capacity as Borrower, Guarantor and/or Lender, as applicable, to the extent discussions and negotiations are being conducted with such Person.

40. Mutual Disclaimer. Each of Lender and Participant is a sophisticated lender and/or investor in real estate and its respective decision to enter into this Agreement is based upon its own independent expert evaluation of the terms, covenants, conditions and provisions of, respectively, the Governing Documents and such other matters, materials and market conditions and criteria which Lender and Participant deems relevant. Neither Lender nor Participant has relied in entering into this Agreement upon any oral or written information, representation, warranty or covenant from the other, or any of the other’s representatives, employees, Affiliates or agents other than the representations and warranties, if any, of the other contained herein. Lender and Participant further acknowledges that no employee, agent or representative of the other has been authorized to make, and that neither Lender nor Participant has relied upon, any statements, representations, warranties or covenants other than those specifically contained in this Agreement. Without limiting the foregoing, Lender and Participant acknowledges that none of those other parties has made any representations or warranties as to the Loan or the property secured by the Loan (the “**Property**”) (including, without limitation, the cash flow of the Property, the value, marketability, condition or future performance thereof, the existence, status, adequacy or sufficiency of the leases, the tenancies or occupancies of the Property, or the sufficiency of the cash flow of the Property, to pay all amounts which may become due from time to time pursuant to the Loan).

41. Co-Lender Agreement. Participant understands and acknowledges that the Loan is subject to the terms of the Co-Lender Agreement and that all rights of Participant, obligations of Lender, and all other terms and provisions of this Agreement are subject to the terms and provisions of the Co-Lender Agreement. In addition, Participant acknowledges and agrees that (i) Lender’s obligation to remit distributable funds hereunder to Participant, and (ii) the rights granted to Participant under this Agreement, are subject and subordinate to Lender’s obligations and the terms and provisions of the Co-Lender Agreement.

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, Lender and Participant have caused this Agreement to be executed effective as of the date first above written.

LENDER:

DWIGHT MORTGAGE TRUST LLC,
a Delaware limited liability company

By: _____
Name:
Title:

[Signatures continue on following page]

PARTICIPANT:

TEI DWIGHT STELLAR LLC,
a Delaware limited liability company

By: _____
Name:
Title:

EXHIBIT A

THIS CERTIFICATE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “ACT”). ANY RESALE OR TRANSFER OF THIS CERTIFICATE WITHOUT REGISTRATION THEREOF UNDER THE ACT MAY ONLY BE MADE IN A TRANSACTION EXEMPT FROM THE REGISTRATION REQUIREMENTS OF THE ACT.

THE PRINCIPAL BALANCE OF THIS PARTICIPATION CERTIFICATE MAY BE INCREASED IN CONNECTION WITH INCREASES OF THE PARTICIPATION INTEREST IN ACCORDANCE WITH THE PARTICIPATION AGREEMENT. ACCORDINGLY, THE OUTSTANDING PRINCIPAL BALANCE OF THIS PARTICIPATION CERTIFICATE AT ANY TIME MAY BE GREATER THAN THE AMOUNT SHOWN.

PARTICIPATION CERTIFICATE

September 21, 2022

Dwight Mortgage Trust LLC (together with its successors and permitted assigns, collectively, the “**Lender**”), acknowledges receipt of an amount equal to \$5,880,000.00 from TEI DWIGHT STELLAR LLC, a Delaware limited liability company (“**Participant**”), as payment for Participant’s purchase from Lender of an undivided forty-nine percent (49%) participation interest (the “**Participation**”) in an interest in that certain loan (the “**Loan**”) in the maximum aggregate principal amount of up to \$55,000,000.00, which Loan is made pursuant to that certain Loan Agreement, dated as of May 4, 2022, made by Stirling Alya LLC (“**Borrower**”), as maker, in favor of Lender, as payee (the “**Note**”). All of the terms, provisions, covenants and conditions of that certain Participation Agreement to which Lender and Participant are each a party, dated as of the date hereof (the “**Participation Agreement**”) are incorporated herein by reference and shall govern this Participation Certificate. Capitalized terms used but not defined herein shall have the meanings given to them in the Participation Agreement.

This Participation Certificate certifies that Participant is the registered owner of a Participation in Lender’s portion of the Loan created pursuant to the Participation Agreement.

This Participation Certificate shall be construed in accordance with the internal laws of the State of New York applicable to agreements made and to be performed in said State, and the obligations, rights and remedies of the Participant hereof shall be determined in accordance with such laws.

[Signature Page on Following Page]

DWIGHT MORTGAGE TRUST LLC,
a Delaware limited liability company

By: _____
Name:
Title:

EXHIBIT B

List of Loan Documents

Loan Documents:

1. That certain Amended and Restated Promissory Note, by STIRLING ALYA LLC, a Florida limited liability company (the “**Borrower**”), in favor of Dwight Mortgage Trust LLC, a Delaware limited liability company (the “**Original Lender**”) in the original principal amount of \$55,000,000.00 (“**Amended and Restated Note**”);
2. That certain Note Splitter and Modification Agreement, by and between Borrower and Lender;
3. That certain Amended and Restated Promissory Note A-1, from Borrower in favor of Lender in the original principal amount of \$41,250,000.00 (“**Note A-1**”);
4. That certain Amended and Restated Promissory Note A-2, from Borrower in favor of Lender in the original principal amount of \$13,750,000.00 (“**Note A-2**”; and together with Note A-1, the “**Promissory Note**”);
5. That certain Loan Agreement, by and between Borrower and Lender (“**Loan Agreement**”);
6. That certain Amended and Restated Mortgage, Security Agreement, Assignment of Leases and Fixture Filing, and Notice of Future Advance from Borrower for the benefit of Lender (“**Security Instrument**”);
7. That certain Assignment of Leases and Rents, from Borrower for the benefit of Lender (“**Assignment of Leases and Rents**”);
8. That certain Limited Guaranty made by LARRY BAUM, an individual, and ASHER PEREZ, an individual (collectively, the “**Guarantor**”), for the benefit of Lender (the “**Guaranty**”);
9. That certain Assignment and Pledge of Membership Interest, by STELLAR EMERALD HILLS LLC, a Delaware limited liability company (the “**Pledgor**”), for the benefit of Lender (the “**Pledge Agreement**”);
10. That certain Pledgor Guaranty, from Pledgor for the benefit of Lender (“**Pledgor Guaranty**”);
11. That certain ADA and Environmental Indemnity Agreement, from Borrower and Guarantor for the benefit of Lender (“**ADA and Environmental Indemnity**”);

12. That certain Assignment of Management Agreement and Subordination of Management Fees, from Borrower and RGATE KW MANAGEMENT, LLC, a Florida limited liability company (the “**Manager**”), for the benefit of Lender (“**Assignment of Management Agreement**”);
13. That certain Borrower’s and Guarantor’s Certificate regarding Loan from Previous Lender, from Borrower and Guarantor for the benefit of Lender (“**Borrower and Guarantor Certificate**”);
14. That certain Deposit Account Control Agreement, by and among, Borrower, Lender and First Republic Bank (“**DACA**”);
15. UCC-1 Fixture Filing - Borrower (Broward County, Florida);
16. UCC-1 Financing Statement – Borrower (Florida SOS);
17. UCC-1 Financing Statement – Pledgor (Delaware SOS); and
18. All other documents and instruments relating to the Property and/or the Loan, all certificates and receipts executed by Borrower, all appraisal reports, all environmental, engineering and other reports relating to the operation or condition of the Property, and all casualty insurance policies, liability insurance policies, title insurance policies and/or UCC plus policies and opinions of counsel.

Assignment Documents from Original Lender to DBF SPE III LLC, dated as of May 12, 2022:

1. Omnibus Assignment
2. Allonge to Promissory Note A-1
3. Allonge to Promissory Note A-2
4. Assignment of Security Instrument
5. Assignment of Assignment of Leases
6. Assignment of UCC Financing Statement (State).
7. Assignment of UCC Financing State (Pledge).
8. Assignment of UCC Fixture Filing (County).

Assignment Documents from DBF SPE III LLC back to Original Lender, dated as of August 1, 2022:

1. Omnibus Assignment
2. Allonge to Promissory Note A-1
3. Allonge to Promissory Note A-2

4. Assignment of Security Instrument
5. Assignment of Assignment of Leases
6. Assignment of UCC Financing Statement (State).
7. Assignment of UCC Financing State (Pledge).
8. Assignment of UCC Fixture Filing (County).

Co-Lender Agreement:

1. Co-Lender Agreement