

PRISA II LP
7 Giralda Farms
Madison, New Jersey 07940

APPROVED
04/13/2020

March 31, 2020

Employees' Retirement System
of Tulsa County, Oklahoma (the "Investor")
c/o Traci Scullawl, Secretary
Tulsa County Clerk
500 S. Denver Avenue, Room 117
Tulsa, OK 74103

Re: PRISA II LP

Ladies and Gentlemen:

Reference is made to the Amended and Restated Agreement of Limited Partnership, dated as of January 1, 2018, as such may be amended, restated or modified from time to time (the "Partnership Agreement") of PRISA II LP, a Delaware limited partnership (the "Partnership"). Capitalized terms used in this "Letter Agreement" and not otherwise defined shall have the meanings set forth in the Partnership Agreement. In consideration of Employees' Retirement System of Tulsa County, Oklahoma (the "Investor") becoming a Limited Partner in the Partnership pursuant to the Subscription Agreement (the "Subscription Agreement") executed by the Investor and accepted by PRISA II Fund Manager LLC, a Delaware limited liability company (the "General Partner"), for so long as the Investor is a Limited Partner and not a defaulting Limited Partner under the Partnership Agreement, the Partnership and the General Partner hereby agree with the Investor as follows:

1. Indemnification. The Investor has advised the General Partner that indemnification obligations under the Subscription Agreement and the Partnership Agreement that may be attributed to the Investor may be prohibited by Oklahoma law. Notwithstanding anything to the contrary in the Partnership Agreement, Subscription Agreement and/or the attachments thereto, the Partnership shall at no time require the Investor to make an indemnification payment to the Partnership or any other third party to the extent the Investor is prohibited by applicable Oklahoma law from doing so and the Investor notifies that General Partner of such prohibition; *provided, however*, that the foregoing shall not be construed to compromise or limit the contractual liability of the Investor to perform its other obligations under the Partnership Agreement, the Subscription Agreement or this Letter Agreement and shall not constitute a waiver of any other rights or remedies that the Partnership and the General Partner have under the Partnership Agreement, the Subscription Agreement, this Letter Agreement and applicable law with respect to any breach by the Investor under the Subscription Agreement or the Partnership Agreement. In addition, the Investor acknowledges that the second sentence of this paragraph does not apply to, and the Investor is obligated as a Limited Partner to, make Capital Contributions as called by the General Partner pursuant to the terms of the

CMF# 20200793

Partnership Agreement, which Capital Contributions may be used by the Partnership to satisfy indemnification obligations of the Partnership. The Investor further acknowledges that, in accordance with the terms of the Partnership Agreement, (a) the assets of the Partnership, including, without limitation, its share of such assets, may be used by the Partnership to satisfy indemnification obligations and (b) this paragraph shall not, and shall not be interpreted to, limit either (i) the Partnership's obligation or authority to indemnify others as provided in the Partnership Agreement or (ii) the Investor's obligation to pay any other costs and expenses (other than indemnification payments, which shall be governed by this paragraph) payable under the Partnership Agreement, the Subscription Agreement or this Letter Agreement.

2. Sovereign Immunity. The General Partner acknowledges that the Investor reserves all immunities, defenses, rights or actions arising out of its sovereign status or under the Eleventh Amendment to the United States Constitution or the Oklahoma Governmental Tort Claims Act, and no waiver of any such immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of its entry into the Partnership Agreement or any other agreement related thereto, by any express or implied provision thereof or by any actions or omissions to act by the Investor or any representative or agent of the Investor, whether taken pursuant to the Partnership Agreement or prior to the Investor's execution thereof. Notwithstanding the foregoing, the Investor acknowledges the validity and legally binding nature of the contractual obligations of the Investor under the Partnership Agreement and the Subscription Agreement and nothing in this paragraph or in the Partnership Agreement and/or the Subscription Agreement shall be construed to compromise or limit the contractual liability of the Investor to perform its obligations under Partnership Agreement and/or the Subscription Agreement, nor shall it reduce or modify or be deemed to constitute a waiver by the General Partner and/or the Partnership of any rights or actions that the General Partner and/or the Partnership may have against the Investor to enforce such obligations at law or in equity.

3. Venue and Jurisdiction; No Waiver of Jury Trial. The General Partner and the Partnership hereby acknowledge and agree that any dispute, action, claim or proceeding solely between the General Partner and/or the Partnership and the Investor, and arising out of this Letter Agreement, the Partnership Agreement or the Subscription Agreement shall be brought before and subject to the exclusive jurisdiction of the courts of the State of Oklahoma, unless otherwise agreed to by the General Partner and the Investor. The Investor has represented to the General Partner that the Investor may not waive its constitutional right to a trial by jury and, in consideration of such representation, the General Partner agrees that the Investor does not waive its constitutional right to a trial by jury, notwithstanding anything to the contrary in the Partnership Agreement. The Investor hereby agrees that the foregoing does not apply to counterclaims filed by the Partnership or the General Partner with respect to any claim brought in another jurisdiction by the Investor in which the Investor is the claimant.

4. Brokerage, Finder's and Other Fees. The General Partner represents and warrants that (i) PGIM Real Estate has not agreed to pay any third-party brokerage fees, finder's fees or other similar fees or commissions with respect to the Investor's investment in the Fund, and (ii) no third-party is entitled, or, to PGIM Real Estate's knowledge, intends

to claim that it is entitled, to receive any such fees or commissions in connection with the Investor's investment in the Fund based on any action taken by or on behalf of PGIM Real Estate. PGIM Real Estate therefore confirms that it will not be paying any third-party placement agent fees as a result of the Investor becoming an investor in the Fund. For the avoidance of doubt, amounts paid to Prudential Investment Management Services LLC ("PIMS") shall not be deemed to violate this paragraph.

5. Deemed Consent. Notwithstanding Section 6.4(a) and Section 15.3(g) of the Partnership Agreement, the failure of Investor to respond within 20 Business Days to a request for Consent to an amendment to the Partnership Agreement or the Holdco Documents shall not be deemed to be a Consent to such amendment.

6. FOIA. The Investor hereby advises the General Partner that the Investor is a "public body" subject to the Oklahoma Open Records Act (Title 51 Oklahoma Statutes 24A.1 et seq.) and the Oklahoma Open Meetings Act (collectively, the "Oklahoma FOIA"). The Oklahoma FOIA provide generally for open meetings for governmental entities and further provide that the Investor may be obligated by applicable law to disclose certain public records upon proper request and that information relating to the Partnership or the Investor's investment in the Partnership may therefore be subject to public disclosure unless a specific exemption from such disclosure requirements is available. The Investor will deem information related to the Partnership and the Partnership's investments to be confidential information and will not oppose, hinder or restrict any action taken by the General Partner to preserve the confidentiality of such information consistent with applicable law. The General Partner consents to the disclosure of information relating to the Partnership if in the opinion of the Investor's counsel such disclosure is required by applicable law; provided that the Investor agrees, prior to making any such disclosure, to (i) promptly notify the Partnership and the General Partner in writing of any request for information that could be reasonably viewed as leading to public disclosure of information relating to the Partnership or the Investor's investment therein so that the Partnership may seek a protective order or other remedy, and including in such notification information related to the timing for responding to such disclosure request, and (ii) provide reasonable assistance to the Partnership in opposing such disclosure or seeking a protective order or other limitations on disclosure. If, after providing such notice and assistance as required herein, the Investor is required by applicable law to disclose such information, the Investor shall disclose no more than that portion of information which, on the advice of its legal counsel, applicable law specifically requires. The Investor agrees that the Partnership, at its own expense, may pursue any rights it may have under applicable law to limit the disclosure of such information. The Investor will take such commercially reasonable steps as are requested by the Partnership to oppose disclosure of such information provided to the Investor relating to the Partnership that the Investor believes is exempt from disclosure under applicable law. Notwithstanding the foregoing, the Partnership will not have nor make any claim against the Investor if the Investor discloses information relating to the Partnership after counsel to the Investor determines in good faith that such disclosure is required by law and the Investor otherwise complies with this paragraph.

Notwithstanding anything to the contrary contained in the Partnership Documents and based on the foregoing paragraph, the General Partner hereby acknowledges that the

Investor shall be permitted to disclose the Applicable Information (as defined below) during meetings open to the public, in its internal and external reports, on its website, and upon receipt by the Investor of a disclosure request for such information submitted to the Investor pursuant to the Oklahoma FOIA, without notice to or consent from the General Partner. For the purposes of this Side Letter “Applicable Information” means: (a) the name and address of the Partnership; (b) the identity of the Manager of the Partnership; (c) the year in which the Investor’s investment in the Partnership was made; (d) the vintage year and investment objective of the Partnership, (e) the amount of the Investor’s commitment and remaining undrawn commitment, (f) the net asset value of the Investor’s interest in the Partnership, (g) the amount of distributions that have been made to the Investor, (h) the dollar amount of fees (including any management fee), expenses and costs paid directly or indirectly to the Partnership, the General Partner, or their Affiliates, and (i) so long as all of the Investor’s investments are aggregated with the Partnership and the disclosure does not disclose information specific to the Partnership or otherwise identify the Partnership, (1) the aggregate financial performance information of the Investor’s investments; (2) the aggregate Investor’s capital contribution made under its investments; (3) the aggregate amount of the Investor’s capital contributions made under its investments as of a specified date; (4) the aggregate accumulated net realized gain or loss on the Investor’s investments; (5) the aggregate amount of distributions received by the Investor from its investments and any value provided in connection with any distribution not made in cash; (6) the aggregate book value of the Investor’s investments (for the avoidance of doubt, without reference to the book value of any particular Partnership investment); (7) the aggregate fair value of the Investor’s investments (for the avoidance of doubt, without reference to the fair value of any particular Partnership investment); and (8) the Investor’s aggregate gross and net internal rate of return on its investments (including investment multiple) as of a specified date, as calculated by the Investor.

7. Power of Attorney. The General Partner confirms that the power of attorney granted to it by the Investor pursuant to Section 6.3 of the Partnership Agreement and Section 4 of the Subscription Agreement shall be limited to ministerial acts performed by the General Partner on behalf of the Investor; *provided that* nothing in this Paragraph limits the General Partner’s ability to (a) execute (including, without limitation, on behalf of the Investor) the Partnership Agreement or any amendment thereto adopted in accordance with Section 15.3 of the Partnership Agreement) or (b) adopt an amendment in accordance with Section 15.3 of the Partnership Agreement.

The General Partner agrees that, notwithstanding any provision of the Partnership Agreement or the Subscription Agreement to the contrary, the Investor shall not be required to execute any certificate or document that would (i) be in excess of the Investor’s authority under applicable law or regulation or (ii) be in violation of any applicable state or federal law.

The General Partner agrees that the power of attorney granted by the Investor to the General Partner pursuant to the Partnership Agreement and the Investor’s Subscription Agreement shall be automatically revoked if the General Partner is removed as general partner of the Partnership, files a petition in bankruptcy or is dissolved, in each case upon the occurrence of any such event.

8. Additional Information Upon Request. The General Partner agrees that if the Investor reasonably requests additional information related to the Investor's investment in the Partnership that are necessary to comply with the Investor's reporting requirements under applicable law or necessary to comply with disclosure requirements to any governing body, regulatory agency, official or authority having jurisdiction over the Investor, then the General Partner will use commercially reasonable efforts to provide such additional information to the Investor.

9. Opinions of Counsel. The General Partner confirms that the Investor may use the Tulsa County District Attorney to render any legal opinion required or permitted to be provided by the Investor to the General Partner under the Partnership Agreement; *provided that* such counsel is reasonably experienced in the subject matter of such legal opinion.

10. Subscription Agreement; Beneficial Owners. The General Partner hereby acknowledges the Investor's status as a governmental entity under the laws of the State of Oklahoma. As a result of such status, the General Partner hereby acknowledges that the Investor is making no representations or warranties with respect to its beneficiaries, members, participants, retirees or its beneficial owners who are employees, or former employees, of the State of Oklahoma or a subdivision, agency or instrumentality thereof.

11. Bipartisan Budget Act. In light of the Investor's status as a U.S investor exempt from U.S. Federal income tax as a governmental pension plan whose income is not subject to taxation, the General Partner agrees that, in the event any adjustment by any United States federal, state or local taxing authority to any item of income, gain, loss, deduction or credit (or any partner's distributive share thereof) of the Partnership is determined, and any tax (or interest, penalty, addition to tax or additional amount) attributable thereto is assessed and collected, at the partnership level pursuant to Subchapter C of Chapter 63 of the Internal Revenue Code as amended by the Bipartisan Budget Act of 2015 (the "New Tax Law") (or pursuant to any comparable or similar provision of United States state or local tax law), the General Partner shall use commercially reasonable efforts to obtain a reduction pursuant to Section 6225(c)(3) of the New Tax Law in any imputed underpayment that is allocable to the Investor and shall ensure that the Investor will be entitled to all of the economic benefit associated with any such reduction.

Furthermore, the General Partner shall use commercially reasonable efforts to notify the Investor of any written notice from the Internal Revenue Service of any material proposed Partnership adjustment to the extent that the Investor would be required to pay any tax due to any imputed underpayment.

12. Withholding taxes. The Investor represents and warrants to the General Partner that the Investor is exempt from U.S. federal and state income taxation, and it generally is not subject to, and, to its knowledge, is unlikely to become subject to, any tax withholding requirements. Based upon the foregoing representation and warranty, the General Partner agrees that, before withholding and paying over to any United States federal, state or local taxing authority any amount purportedly representing a United States

federal, state or local tax liability of the Investor pursuant to the provisions of the Agreement, the General Partner shall use its commercially reasonable efforts to provide the Investor with written notice of the claim of any such taxing authority and will provide the Investor with the reasonable opportunity to contest such claim during any period; *provided, however*, that such contest does not subject the Partnership or the General Partner or its members to any potential liability to such taxing authority for any such claimed withholding and payment, as determined in the sole discretion of the General Partner. The General Partner shall promptly notify the Investor if it makes the determination described in the preceding sentence, and if requested by the Investor, shall make itself reasonably available to discuss such determination with the Investor. In addition, if requested in writing by the Investor, the Partnership shall, at the Investor's expense, use its commercially reasonable efforts to assist the Investor in obtaining, any available withholding tax refunds or exemptions from withholding tax arising out of the Investor's interest in the Partnership. Prior to providing the Investor with any assistance or information pursuant to this Paragraph 12 that would generate expenses for the Investor, the General Partner will provide the Investor with a breakdown of the estimated expenses.

13. Listed Transactions and Prohibited Reportable Transactions. The General Partner will use commercially reasonable best efforts to prevent the Partnership from engaging in a transaction that, as of the date the Partnership enters into a binding contract to engage in such transaction, is a "listed transaction" as defined in Treasury Regulations Section 1.6011-4, or that would cause a "tax-exempt entity" (as defined in Section 4965(c) of Code) to become a party (within the meaning of Section 4965(a) of the Code) to a "prohibited tax shelter transaction" (as defined in Section 4965(e) of the Code). Upon becoming aware that the Partnership has engaged in a transaction that is a reportable transaction or a prohibited tax shelter transaction, the General Partner will notify the Investor of such determination.

14. Distributions in Kind. Notwithstanding Section 5.1(f) or any other provision in the Partnership Agreement to the contrary, the Liquidator shall not cause the Partnership to distribute any real estate as an in-kind distribution to the Investor upon the dissolution and winding up of the Partnership in accordance with Article 13 of the Partnership Agreement unless otherwise agreed by the Investor. If the General Partner as the Liquidator causes the Partnership to distribute shares in corporations or equities in limited liability companies, including a Subsidiary REIT, other than of marketable securities, the General Partner shall give Investor at least thirty (30) days prior written notice thereof and the date of such proposed distribution. The Investor may elect within such notice period, by written notice to the General Partner, to have the General Partner use its commercially reasonable efforts to arrange for the disposition of such shares that would have otherwise been distributed to the Investor. The Investor shall bear all reasonable costs and expenses (including, without limitation, brokerage commissions and underwriting costs and any losses incurred upon the sale of such property and any costs or expenses attributable to such sale) relating to the sale by the General Partner of such shares. The General Partner may reasonably require Investor to make all necessary or desirable representations, warranties or other covenants as the General Partner shall determine in its reasonable discretion. The Investor hereby grants to the General Partner power-of-attorney to execute on Investor's behalf all documents that the General Partner

reasonably deems necessary or appropriate to effect such disposition. The Investor shall be entitled to receive the net proceeds (after deducting any applicable withholding taxes and all brokerage, custodial, interest, legal and other expenses incurred in connection with the disposition) received by the General Partner from such disposition. The Investor acknowledges that, although it will not actually receive such shares, for all purposes under the Partnership Agreement, the Investor will be treated as if it had received any shares (i) at the time that such shares were distributed to the other Partners and (ii) at a price equal to the fair market value (as determined by the General Partner in its sole discretion) of such shares at the time such shares were distributed to the other Partners. Neither the General Partner nor any other Indemnified Person shall be liable to the Investor for any losses (or reduction in gains) resulting from any action taken pursuant to this paragraph, including, without limitation, for failure to obtain the highest price or for being unable to effect a sale of the applicable shares, except to the extent such losses resulted from the General Partner's fraud, gross negligence or willful misconduct.

15. Certain Notices. The General Partner agrees that it will promptly notify the Investor of (a) any administrative, civil or criminal actions brought or, to the General Partner's knowledge, threatened against the General Partner or any senior officer of PGIM Real Estate (which is the real estate investment advisory business unit of the Fund Manager) providing portfolio management services to the Partnership; (b) the institution, to the General Partner's knowledge, of any investigation (other than any routine investigation) by any regulatory or administrative body with authority over the Partnership or the General Partner that relates to the business or operations of the Partnership or the General Partner (including, without limitation, the Securities and Exchange Commission, the Commodity Futures Trading Commission and the Financial Industry Regulatory Authority); and (c) any other material litigation or claim brought, asserted or threatened against the Partnership or the General Partner, that, in the case of clauses (a), (b) and (c), (i) could reasonably be expected to have a material adverse effect on the ability of the General Partner to continue performing or acting on behalf of the Partnership in its required capacity or (ii) could reasonably be expected to have a material adverse effect on the Partnership's ability to continue to operate in the manner in which it operates as of the date hereof. The General Partner affirms that, as of the date hereof, there have been no actions, investigations or claims of the type described in this paragraph.

16. Advisory Council Additional Reports.

a. The General Partner agrees to provide the Investor with copies of the minutes of Advisory Council meetings that it provides to all investors in the Fund.

b. With respect to all matters submitted for consideration, vote, consent or approval of the Limited Partners or the Advisory Council, the Investor hereby requests, and the General Partner hereby agrees to deliver to the Investor a written notice as to the outcome of such request for a vote, consent or approval. The General Partner further agrees to make available to the Investor through a secure data site copies of any materials or information provided to the Advisory Council irrespective of whether the Investor has a representative on the Advisory Council.

17. LP Meeting Materials. In the event that an Investor representative is unable to attend a meeting of the Fund, the General Partner agrees that a copy of any printed materials distributed at such meeting for retention by the Limited Partners will be sent to the Investor within a reasonable time after the meeting.

18. GP Fund Reps and Warranties. The General Partner hereby represents and warrants to the Investor:

a. No consent, approval or authorization of, or declaration or filing with, any governmental authority on the part of the Partnership (other than those that have been obtained, given or made as of date of the Investor's admission to the Partnership that may be required of the Partnership solely by virtue of the nature of any Limited Partner) is required prior to the Investor's admission to the Partnership for the valid execution and delivery of this Letter Agreement or the valid offer and sale of the Units contemplated by the Subscription Agreement.

b. All action required to be taken by the General Partner and the Partnership as a condition to the sale of the Interests purchased by the Investor has been taken, such Interest will represent a duly and validly issued limited partnership interest in the Partnership and the Investor will be a Limited Partner of the Partnership entitled to all the benefits, and subject to all the obligations, of Limited Partners under the Partnership Agreement and the Delaware Revised Uniform Limited Partnership Act.

c. Assuming the accuracy of the representations and warranties made by the Limited Partners in their respective subscription agreements, the issuance and sale of limited partner interests in the Partnership to the Investor is exempt from the registration requirements of Section 5 of the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

d. Assuming the accuracy of the representations and warranties made by the Limited Partners in their respective subscription agreements, as of the date hereof, the Partnership is not required to register as an "investment company" under the Investment Company Act of 1940, as amended.

e. The General Partner represents and warrants to the Investor, as of the date hereof and except as disclosed to the Investor in writing on or prior to the date hereof, that to its knowledge:

(i) (x) none of the General Partner, the Fund Manager nor any officer or director thereof, has been convicted of any criminal offense, or held liable in a civil action, arbitration or administrative proceeding, by judgment or settlement, for violation of any applicable securities laws, fraud, breach of fiduciary duty, misrepresentation or money laundering and (y) there is no lawsuit, investigation or other legal proceeding in which any of the Fund, the General Partner, the Fund Manager or any officer or director thereof is named as a party if such lawsuit, investigation or proceeding that is likely to have a material adverse effect on the ability of any of the Partnership, PRISA II Holdco, the General Partner or the Fund Manager to perform its obligations under

the constituent documents of the Partnership or PRISA II Holdco or to otherwise provide investment management services, or to perform its obligations, to the Partnership or PRISA II Holdco.

(ii) The General Partner has not been found liable for fraud, misappropriation of funds or the violation of U.S. federal or state securities laws in any action, proceeding or investigation.

19. Publicity. Without the prior written consent of the Investor, the General Partner and the Partnership shall not use the Investor's name in any promotional material, press release, published notice or similar publication referring to the Investor's investment in the Partnership. Nothing in the immediately preceding sentence is intended to prevent (a) any disclosure of the name of the Investor to the extent required by applicable law (including, without limitation, any subpoena or discovery requirement), regulation or legal process, (b) any disclosure of the name of the Investor, and the amount of the Investor's Capital Commitment to the Partnership, to other Limited Partners, (c) any disclosure of the Investor's name and participation in the Partnership in a private communication, on a confidential basis, to a prospective Limited Partner that has indicated a bona fide intention to invest in the Partnership, (d) any disclosure, on a confidential basis, to any lender or prospective lender or joint venture partner or prospective joint venture partner and (e) any disclosure, on a confidential basis, to legal counsel, accountants and other service providers and other agents of the Partnership or the General Partner.

20. No Website User Agreements. Any clickwrap, clickthrough or similar agreement that the Investor may be required to agree to in order to access any website maintained by one or more of the Fund Manager, the General Partner or the Partnership for the purpose of making certain documents available or delivering notices to investors shall be subject to the provisions of this Letter Agreement, and any conflict between the terms set forth in this Letter Agreement and any such agreement shall be governed by the terms of this Letter Agreement.

22. Payments. Any redemption payments or other distributions will be made only to the account for the Investor listed in the Subscription Agreement. The General Partner agrees that any requests to change the account must be made in writing and that, upon the receipt of any such written request, the General Partner will telephone the Investor to verify such request with a different person than the individual who made the request, which person shall also be someone listed on the authorized signatories list.

23. Competing Investments. The General Partner confirms that nothing in the Agreement, the Subscription Agreement or this Letter Agreement shall be deemed to prevent the Investor from investing in other entities similar to the Partnership that compete with the Partnership for investments.

24. Letter Agreement Controls. To the extent of any conflict between the Partnership Agreement, the Subscription Agreement (including references to the Partnership Agreement in the Subscription Agreement) and this Letter Agreement, the terms hereof shall control with respect to the Investor.

25. Headings. The captions used herein are intended for convenience of reference only, and shall not modify or affect in any manner the meaning or interpretation of any of the provisions of this Letter Agreement.

26. Counterparts. This Letter Agreement may be executed in any number of counterparts, any one of which need not contain the signatures of more than one party, but all of such counterparts together shall constitute one agreement. An executed counterpart of a signature page to this Letter Agreement delivered by facsimile or .pdf format via electronic mail shall be binding in the same manner as a manually executed counterpart delivered in person.

27. Severability. Every term and provision of this Letter Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of this Letter Agreement.

28. Miscellaneous. Except with respect to the interpretation, application and enforcement of the laws or regulations of the State of Oklahoma referenced herein or the Investor's rights or immunities as a governmental entity under the laws of the State of Oklahoma specified herein, this Letter Agreement, shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Delaware without regard to such state's laws concerning conflicts of laws. This Letter Agreement is solely for the benefit of the parties hereto and may not be amended or waived without the written consent of the parties hereto. Neither the failure nor any delay on the part of any party hereto to exercise any right under this Letter Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right preclude any other or further exercise of the same or of any other rights, nor shall any waiver of any rights with respect to any occurrence be construed as a waiver of such right with respect to any other occurrence. This Letter Agreement shall be binding upon the parties hereto and their respective legal representatives, heirs, successors and permitted assigns.


[Signature page immediately follows.]

If the foregoing correctly sets forth your understanding, please execute this letter agreement in the space provided below to indicate your acceptance and agreement to the terms hereof.

Sincerely,

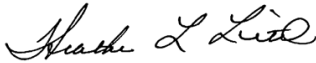
PRISA II LP

By: PRISA II Fund Manager LLC, its General Partner

By: 
Name:
Title:

Accepted and agreed
as of the date first written above:

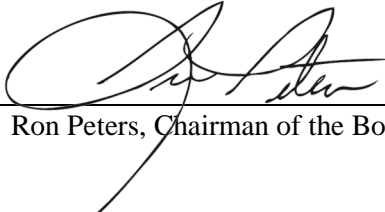
EMPLOYEES' RETIREMENT SYSTEM
OF TULSA COUNTY, OKLAHOMA

By: 
Name: Heather Little
Title: Chairman of the Board

AUTHORIZATION

On this 13th day of April, 2020, the Board of County Commissioners of the County of Tulsa has reviewed the attached Side Letter and in accordance with 19 O.S. § 952 authorizes Employees' Retirement System of Tulsa County, Oklahoma, to execute said Side Letter.

BOARD OF COUNTY COMMISSIONERS OF
THE COUNTY OF TULSA

By:  _____
Ron Peters, Chairman of the Board

Attest:  _____
Michael Willis, County Clerk

