

## CONSENT TO ASSIGNMENT

THIS CONSENT TO ASSIGNMENT (this “**Consent**”) dated as of \_\_\_\_\_, 2016 is made by the CITY OF WEST LAFAYETTE, INDIANA (“**City**”).

### RECITALS

WHEREAS, City and DRI/CA 720 Northwestern, LLC (“**DRI**”), predecessor in interest to West Lafayette Properties I, LLC (“**Current Owner**”) executed that certain Grant of Easement Agreement dated June 10, 2013 and recorded July 3, 2013 as Document No. 201313015179 and that certain Grant of Easement Agreement dated June 10, 2013 and recorded August 1, 2013 as Document No. 201313017932, both in the records of Tippecanoe County, Indiana (the “**Agreements**”) regarding utility services for the real property described therein (the “**Property**”);

WHEREAS, DRI conveyed the Property to Current Owner by Special Warranty Deed recorded August 8, 2014 as Document No. 201414013523 in Tippecanoe County, Indiana;

WHEREAS, Current Owner intends to convey the Property to Madison Loft LLC, a Delaware limited liability company (“**New Owner**”);

WHEREAS, Current Owner desires to assign the Agreements to New Owner effective as of the date that New Owner acquires the Property (such date, the “**Effective Date**”); and

WHEREAS, Section 16 of the Agreements requires the prior written consent of City to assign the Agreements, which consent may not be unreasonably withheld, conditioned, or delayed.

NOW, THEREFORE, in consideration of the promises, covenants and undertakings herein specified and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, with the intent to be obligated legally and equitably, City agrees as follows:

**Section 1.** Consent. City consents to the assignment of the Agreements from Current Owner to New Owner and agrees that Current Owner shall be relieved of any and all obligations under the Agreements after Current Owner conveys the Property to New Owner.

**Section 2.** Notices. As of the Effective Date, the notice address for “Grantee” in Section 9 of the Agreements shall be deleted and replaced with the following:

Madison Loft LLC  
c/o Cleary Gottlieb Steen & Hamilton LLP  
One Liberty Plaza  
New York, NY 10006  
Attn: Steven L. Wilner  
E-mail: [swilner@cgsh.com](mailto:swilner@cgsh.com)

with a copy to:

Mapletree Investments Pte Ltd  
Mr. Wan Kwong Weng  
10 Pasir Panjang Road  
#14-01 Mapletree Business City  
Singapore 117438

**Section 3.** Force and Effect. As herein modified, the Agreements shall remain in full force and effect in accordance with the terms and conditions thereof.

*[Signature page follows]*

IN WITNESS WHEREOF, City has caused this Consent to be executed and delivered by its duly authorized officer as of the date first written above.

CITY OF WEST LAFAYETTE, INDIANA

By: \_\_\_\_\_  
Name:  
Title: