

**CONSENT TO ASSIGNMENT OF NON-DISTURBANCE  
AND ATTORNMENT AGREEMENT**

This Consent to Assignment of Non-Disturbance and Attornment Agreement (this "**Consent**") is executed as of \_\_\_\_\_, 2014 (the "**Effective Date**"), by **CITY OF ORLANDO**, ("**CITY**"), in its capacity as owner of fee simple title to the Premises described in that certain Orlando Executive Airport Amended and Restated Lease Agreement (the "**Lease**") between the **GREATER ORLANDO AVIATION AUTHORITY** ("**Aviation Authority**") and **WEINGARTEN HERNDON PLAZA JV** ("**Weingarten**"), whose mailing address is 2600 Citadel Plaza Drive, Suite 125, Houston, Texas 77008.

**WHEREAS**, Weingarten desires to assign all of its rights, obligations and interest in the Lease to and **ARC CLORFL001, LLC**, a Delaware limited liability company whose address is 106 York Rd. Jenkintown, PA 19046 ("**Assignee**"); and

**WHEREAS**, pursuant to the Lease, the Aviation Authority and the City each agreed to provide consent to such assignment pursuant to that certain Consent to Assignment and Release ("**Release**"), to be contingent upon fulfillment of certain conditions precedent stated therein; and

**WHEREAS**, the City previously executed that certain Consent, Non-Disturbance and Attornment Agreement in favor of Weingarten; and

**WHEREAS**, in addition to the assignment of the Lease, Weingarten desires to assign the Non-Disturbance and Attornment Agreement to Assignee; and

**WHEREAS**, the City desires to enter into this Consent for the purpose of expressing its consent to assignment of the Non-Disturbance and Attornment Agreement by Weingarten to Assignee.

**NOW THEREFORE**, for valuable consideration the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. **Consent**. The City hereby consents to the assignment of the Non-Disturbance and Attornment Agreement by Weingarten to Assignee, its heirs, successors and assigns.
2. **Confirmation of Non-Disturbance and Attornment**. The City hereby expressly confirms all portions of the Non-Disturbance and Attornment Agreement are true and accurate as stated therein and that any such promises, statements or certifications therein shall inure to the benefit of Assignee as provided herein.
3. **Condition Precedent**. As a condition precedent to this Consent, Weingarten, Assignee and any guarantor of Assignee shall execute all documents required by the Aviation Authority to effectuate the assignment of the Lease and must also provide all payments, proof of insurance, letters of credit or other items necessary to effectuate such assignment.

**[SPACE LEFT INTENTIONALLY BLANK]  
[SIGNATURE PAGE TO FOLLOW]**

Dated \_\_\_\_\_, 201\_\_\_\_.

**ATTEST:**

**CITY OF ORLANDO**

By:\_\_\_\_\_

By:\_\_\_\_\_

Printed Name:\_\_\_\_\_

Printed Name:\_\_\_\_\_

Title:\_\_\_\_\_

or

**TWO WITNESSES:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name