

CONSENT TO ASSIGNMENT OF GROUND SUBLEASE

The CITY OF BREa, as landlord (“Landlord”), pursuant to that certain Attornment Agreement, dated as of April 5, 2016, with respect to that certain Ground Sublease dated in March, 1989, with Brea Hotel Joint Venture as initial subtenant, as amended by amendments dated August 20, 1996 and April 17, 2012 (the “Ground Sublease”) **subject to and specifically conditioned upon the following terms and conditions**, hereby grants its consent (“Consent”) to the assignment of the Ground Sublease described in that certain Assignment and Assumption Agreement entered into, or proposed to be entered into, by and between Nesbitt Partners Brea Ventures, Ltd., a California limited partnership, as assignor (“Assignor”), and Brea PropCo LLC, a Delaware limited liability company, as assignee (“Assignee”), a copy of the form of which is attached hereto as Exhibit “A” (the “Assignment”). Capitalized terms used herein but not defined shall have the meanings ascribed thereto in the Ground Sublease.

1. **Conditions to Consent.** Landlord’s consent to the assignment of the Ground Sublease is hereby conditioned upon the occurrence of the following on or before _____, 2017: Assignor shall have obtained such consents from Lenders as required under the Loan Documents for the Assignment and this Consent.
2. **Release of Assignor.** To the extent assumed by Assignee, Landlord hereby releases Assignor from any and all suits, claims, liabilities, demands, promises, obligations, costs, expenses, actions and causes of action, arising under, in connection with, or related to the Ground Sublease.
3. **Limited Consent.** This Consent does not and shall not be construed or implied to be a consent to any other matter for which Landlord’s consent is required under the Lease, including, without limitation, any alterations for which Landlord’s consent is required.
4. **Review of Lease.** Assignee hereby represents and warrants that it has reviewed the Ground Sublease and is familiar with the terms hereof.
5. **Counterparts.** This Consent to Assignment of Ground Sublease may be executed in counterparts, and executed counterparts may be delivered by email.
- 6.

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Dated: _____, 2017

ASSIGNOR:

NESBITT PARTNERS BREA VENTURES,
LTD., a California limited partnership

By: Nesbitt Alpha GP, LLC,
a Delaware limited liability company,
its general partner

By: _____

Print Name: _____

Title: _____

ASSIGNEE:

BREA PROPCO LLC,
a Delaware limited liability company

By: WCG Asset Manager LLC,
a Delaware limited liability company,
its manager

By: _____

Print Name: _____

Title: _____

ATTEST:

_____, City Clerk

LANDLORD:

CITY OF BREA

By: _____

Print Name: _____

Title: _____

APPROVED AS TO FORM:

[James Markman, City Attorney]

EXHIBIT "A"

FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

(Attached.)