

**CONSENT OF MORTGAGE BORROWER**  
**(Pledge and Security Agreement)**

Mortgage Borrower hereby (a) acknowledges receipt of a copy of the executed Pledge Agreement to which this Consent of Mortgage Borrower is attached, (b) consents to the Pledge Agreement, (c) agrees to comply with the terms and provisions thereof, (d) agrees not to do anything or cause, permit or suffer anything to be done which is prohibited by, or contrary to, the terms of the Pledge Agreement, and (e) agrees to register on its books and records Lender's security interest in the Pledged Interests as provided in the Pledge Agreement.

Without limiting the foregoing (and notwithstanding anything to the contrary in any Charter Document of Mortgage Borrower), from and after the date hereof, Mortgage Borrower agrees:

(a) to deliver directly to Lender any and all instruments evidencing any right, option or warrant, issued to, or to be received by, Pledgor by virtue of its ownership of the Pledged Interests issued by Mortgage Borrower or upon exercise by Pledgor of any option, warrant or right attached to such Pledged Interests;

(b) to recognize Lender's or any other successful bidder's automatic right to become a member in Mortgage Borrower following a sale of the Pledged Interests in accordance with Section 7(d) of the Pledge Agreement, which admission shall be automatic upon the conclusion of a disposition pursuant to the Uniform Commercial Code and notice thereof to the Mortgage Borrower and shall not require any further action on the part of the Mortgage Borrower or any other person; and

(c) in the event of a sale of the Pledged Interests in accordance with Section 7(d) of the Pledge Agreement, Mortgage Borrower will, upon Lender's request and at Pledgor's expense: (i) provide Lender with such other information in Mortgage Borrower's possession and financial projections as may be necessary or, in Lender's reasonable opinion, advisable to enable Lender to effect the sale of the Pledged Interests; and (ii) do or cause to be done all such other acts and things as may be reasonably necessary to make the sale of the Pledged Interests or any part thereof valid and binding and in compliance with applicable law.


Mortgage Borrower further acknowledges and agrees that it shall do all of the foregoing without any further notice from or consent or agreement of Pledgor.

**[SIGNATURE PAGES FOLLOW]**

IN WITNESS WHEREOF, Mortgage Borrower has executed this Consent as of the date first set forth above.

**MORTGAGE BORROWER:**

**432 FF&E LLC,**  
a Delaware limited liability company

By:   
Name: Patricia Sabine Lazar  
Title: Manager