**CONSENT OF GENERAL AND LIMITED PARTNERS**

**OF THE \_\_\_\_\_\_\_\_\_\_ LP**

WHEREAS \_\_\_\_\_\_\_\_\_\_, Inc., a New York corporation (“\_\_\_\_\_\_\_\_\_\_”) is the general partner of \_\_\_\_\_\_\_\_\_\_ LP, a New York limited partnership (“\_\_\_\_\_\_\_\_\_\_”), pursuant to the Limited Partnership Agreement of \_\_\_\_\_\_\_\_\_\_, dated as of \_\_\_\_\_\_\_\_\_\_;

WHEREAS \_\_\_\_\_\_\_\_\_\_ is the sole director, sole shareholder and President of \_\_\_\_\_\_\_\_\_\_, Inc., pursuant to the By-Laws of \_\_\_\_\_\_\_\_\_\_ and that certain Consent of Sole Director and Shareholder of \_\_\_\_\_\_\_\_\_\_ Inc.;

WHEREAS \_\_\_\_\_\_\_\_\_\_ Corp., a New York corporation (“\_\_\_\_\_\_\_\_\_\_”) and \_\_\_\_\_\_\_\_\_\_ (“\_\_\_\_\_\_\_\_\_\_”) are the limited partners of \_\_\_\_\_\_\_\_\_\_ pursuant to the Limited Partnership Agreement of \_\_\_\_\_\_\_\_\_\_, dated as of \_\_\_\_\_\_\_\_\_\_;

WHEREAS \_\_\_\_\_\_\_\_\_\_ is the owner of certain real property located at \_\_\_\_\_\_\_\_\_ and designated as Section \_\_\_\_\_\_\_\_\_, Block \_\_\_\_\_\_\_\_\_\_, Lot \_\_\_\_\_\_\_\_\_\_ (the “Property”);

WHEREAS \_\_\_\_\_\_\_\_\_\_ intends to refinance its existing mortgage loan and borrow the aggregate amount of up to \_\_\_\_\_\_\_\_\_\_ ($\_\_\_\_\_\_\_\_\_\_) secured by, inter alia, a consolidated first mortgage lien upon the Property (the “Transaction”);

WHEREAS pursuant to the By-Laws of \_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_, as the sole director, sole shareholder and President of \_\_\_\_\_\_\_\_\_, is authorized to conduct the business and affairs of \_\_\_\_\_\_\_\_\_; and

WHEREAS \_\_\_\_\_\_\_\_\_\_ (“Lender”) intends to make a loan of \_\_\_\_\_\_\_\_\_\_ ($\_\_\_\_\_\_\_\_\_\_) (the “Loan”) to \_\_\_\_\_\_\_\_\_\_, pursuant to a commitment letter from Lender dated \_\_\_\_\_\_\_\_\_\_, and, in connection with the Loan, \_\_\_\_\_\_\_\_\_\_ intends to grant to Lender a consolidated first mortgage on \_\_\_\_\_\_\_\_\_\_’s interest in the Property;

NOW THEREFORE, the undersigned, being the sole partners of \_\_\_\_\_\_\_\_\_\_\_, hereby acknowledges and confirms the accuracy of the foregoing recitals and approves, authorizes, ratifies and consents to the following in all respects:

Pursuant to the Limited Partnership Agreement of \_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_ is authorized to borrow the Loan from the Lender secured by the Property;

\_\_\_\_\_\_\_\_\_\_, for itself and on behalf of \_\_\_\_\_\_\_\_\_\_, hereby approves, ratifies and consents to the terms set forth in the Loan Documents;

\_\_\_\_\_\_\_\_\_\_, in his capacity as Director, sole shareholder and President of \_\_\_\_\_\_\_\_\_\_, is hereby authorized, empowered and directed to execute and deliver, in connection with the Transaction, the Supplemental Mortgage Note, the Supplemental Mortgage and Security Agreement, the Mortgage and Note Consolidation, Modification and Extension Agreement, the Environmental Indemnity, the Assignment of Leases and Rents, and all other documents, agreements, certificates and instruments delivered in connection with the Loan (collectively, the “Loan Documents”) which he deems necessary, appropriate or desirable and to take all actions which he deems necessary, appropriate or desirable to consummate the Transaction, and the transaction contemplated by the Loan Documents is hereby in all respects approved, ratified and consented to; and

\_\_\_\_\_\_\_\_\_\_, in his capacity as Director, sole shareholder and President of \_\_\_\_\_\_\_\_\_, is hereby authorized, empowered and directed to take actions, expend sums, make decisions and incur obligations on behalf of \_\_\_\_\_\_\_\_\_\_ and \_\_\_\_\_\_\_\_\_\_, in connection with the Transaction contemplated by the Loan Documents, concerning matters which relate to engineering reports, environmental reports, management agents, leasing agents, legal representation, accounting and financial consultants, property and liability insurance, title insurance and survey and any other matters which he deems necessary, appropriate or desirable to effectuate the Transaction contemplated by the Loan Documents.

IN WITNESS WHEREOF, the undersigned have duly executed this Consent of General Partner as of the \_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_, 20\_\_\_.

GENERAL PARTNER

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

LIMITED PARTNERS

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Sworn to before me this

\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_, 20\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public