

**CONSENT AND ACKNOWLEDGMENT
(MAJOR DECISION UNDER GALLERIA GROUND LEASE)**

This Consent and Acknowledgment (“Consent”) is dated as of the [REDACTED] day of [REDACTED], 202[REDACTED] by the City of Milwaukee (the “City”).

RECITALS:

1. The City is the fee simple owner of certain parcels described as Parcel 1 of Certified Survey Map No. 4762 and Parcel 2 of Certified Survey Map 5053 (the “Property”) and lessor under the Galleria Ground Lease dated December 20, 1985, as amended by Amendment of Galleria Ground Lease dated March 2, 1989 (the “Galleria Ground Lease”).
2. RACM is the lessee under the Galleria Ground Lease.
3. Milwaukee Center Management, LLC (“MCM”) as sublessee under the Galleria Ground Lease dated March 8, 1989 by and between RACM, as Sublessor, and Milwaukee Overhead Limited Partnership, as Sublessee; as amended by that certain Amendment to Galleria Sublease dated June 1, 1995 by and among RACM, as Sublessor, Milwaukee Overhead Limited Partnership (assignor of Sublessee rights), and Trammel Crow MW, Inc., as Sublessee (assignee of Sublessee rights); as further amended by that Second Amendment of Galleria Sublease dated February 20, 2003 by and among RACM as Sublessor, Trammel Crow MW, Inc. (assignor of Sublessee rights), and GLR Milwaukee Center, LLC, as Sublessee (assignee of Sublessee rights); as assigned by that certain Assignment and Assumption Agreement dated June 12, 2008 from GLR Milwaukee Center, LLC to HUB Properties Trust; and as assigned by that certain Assignment and Assumption Agreement dated March 31, 2016 from HUB Properties Trust to MCM (collectively the “Galleria Sublease”) intends to proceed with renovation of the Associated Bank River Center Level-2 common areas and building amenities (the “Project”).
4. The Galleria Sublease is subject to all the terms, covenants, and conditions of the Galleria Ground Lease pursuant to Section 5 of the Galleria Sublease.
5. Under Section 20 of the Galleria Ground Lease, MCM (as sublessee) is permitted to make alterations and improvements as long as they are in compliance with applicable laws and ordinances, and as long as MCM has obtained all required permits and licenses before commencement of the work.
6. Section 28 of the Galleria Ground Lease provides that “Major Decisions” shall require the prior written consent of both the lessor (the City) and lessee (RACM). The Project constitutes a Major Decision, which is defined as “[a]ny significant change in the basis dimensions of the Pedestrian Concourse (as defined in Exhibit E hereto) other than minor adjustments of property lines or the correction of survey errors in the Property description thereof or except as otherwise permitted herein[.]”

CONSENT AND ACKNOWLEDGMENT:

The City hereby consents to the Project, which it acknowledges constitutes a “Major Decision” as defined in and pursuant to Section 28 of the Galleria Ground Lease.

The City further acknowledges that, to the best of the City’s knowledge, there is no default or event which, with the giving of notice and passage of time, could reasonably be expected to constitute an event of default under the Galleria Ground Lease by the City or MCM.

This Consent shall be binding upon and inure to the benefit of MCM and the City.

THE CITY OF MILWAUKEE

By: _____
Tom Barrett, Mayor

By: _____
James Owczarski, City Clerk

Countersigned

By: _____
Aycha Sawa, Comptroller