

CONSENT TO ASSIGNMENT

The Mansfield Economic Development Corporation is a party to that certain Economic Development and Performance Agreement between Mansfield Economic Development Corporation and Back Yard Come as You Are, LP ("Agreement") to the Property (the "Property") described therein.

Paragraph 9.f. of the Agreement provides, in part, that Back Yard Come as You Are, LP may assign all or parts of its respective rights and obligations under the Agreement only upon prior written approval of the Mansfield Economic Development Corporation

The Mansfield Economic Development Corporation is informed that Woodhaven National Bank, N.A. intends to loan money to Back Yard Come as You Are, LP for purchase of and construction of improvements on the Property. As a condition to such loan, Woodhaven National Bank, N.A. requires that Back Yard Come as You Are, LP collaterally assign its rights and obligations under the Agreement to Woodhaven National Bank, N.A.

The Mansfield Economic Development Corporation hereby gives its prior written consent, in accordance with Paragraph 11.f. of the Agreement, to Back Yard Come as You Are, LP making a collateral assignment of its rights and obligations under the Agreement to Woodhaven National Bank, N.A. in connection with one or more loans to Back Yard Come as you Go, LP secured by the Property, including any renewal, extension or modification of such loan or loans.

Signed this the _____ day of _____, 2016.

Mansfield Economic Development
Corporation

By: _____
_____, _____