

CONSENT TO SUBLEASE

THIS CONSENT TO SUBLEASE (this "Consent") is dated as of _____ and is by and among _____ ("Lessor"), _____ ("Lessee") and _____ ("Sublessee").

RECITALS

WHEREAS, Lessor and Lessee are parties to that certain _____ dated as of _____, as the same may have been amended from time to time (the "Lease"), with respect to the real property and improvements thereon known as _____ (the "Leased Premises").

WHEREAS, pursuant to the terms of that certain Sublease Agreement dated as of _____ between Lessee and Sublessee (the "Sublease"), Lessee desires to sublet all or a portion of the Leased Premises to Sublessee, and Sublessee desires to sublet same.

WHEREAS, Lessee and Sublessee desire to obtain Lessor's consent to the proposed Sublease, and Lessor desires to provide such consent, all upon the terms and conditions as set forth herein.

NOW THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Consent. Upon the terms and conditions set forth herein, Lessor hereby consents to the Sublease. Promptly following execution thereof, Lessee shall provide Lessor with a fully executed copy of the Sublease. Lessee and Sublessee represent and warrant to Lessor that Exhibit A hereto represents a true and accurate copy of the Sublease in all respects. The consent provided herein is for the instant transaction only and shall not be construed as a consent to any future subletting or assignment of the Lease, whether by Lessee or Sublessee. Neither Lessee nor Sublessee shall further assign or sublet the Leased Premises, or any portion thereof, without the express prior written consent of Lessor, except to the extent permitted by the express terms of the Lease. The portion of the Leased Premises subleased to Sublessee pursuant to the Sublease is referred to herein as the "Subleased Premises."

2. Additional Rent.

As consideration for Lessor's willingness to grant its consent as provided herein, Lessee shall pay additional rent to Lessor in the amount of \$ _____ per _____ (the "Additional Sublease Rent"). The Additional Sublease Rent shall be due and payable to Lessor as part of the rent due under the Lease, as and when rent under the Lease is due and payable.



- No additional rent shall be required on account of the consent as provided herein.

Other Sublease Rent or Payment Provisions: _____

3. Not a Release of Liability. Lessee shall continue to remain primarily liable under the Lease to the full extent set forth in the Lease and pursuant to applicable law, including, without limitation, that Lessee shall remain liable for rent attributable to the Subleased Premises. Nothing herein is intended to, nor shall be construed as, a release of Lessee’s liability under the Lease. In addition, to the extent there is a guarantor of the Lease (“Guarantor”), such Guarantor shall continue to remain liable under its guarantee obligations, notwithstanding the Sublease or this Consent. Lessee shall cause Guarantor to promptly execute a confirmation of its guarantee, if requested by Lessor.

4. Lessee Estoppel. Lessee hereby certifies to Lessor that the Lease and any guarantee thereof are in full force and effect and that no default, or event which, with notice or the passage of time or both, would constitute a default, has occurred or is continuing under either the Lease or any guarantee thereof. All rent (including base rent and any additional rent) and all other monetary obligations under the Lease are current and in good standing as of the date of this Consent. All tenant improvements on the part of Lessor (if any) have been performed to the satisfaction of Lessee and comply in all respects with the requirements of the Lease.

5. No Amendments to Sublease Agreement. Lessee and Sublessee acknowledge and agree that they shall not amend the Sublease in any fashion whatsoever, unless the proposed amendment is approved by Lessor in advance, in writing, in Lessor’s sole discretion.

6. Remittance of Rent under the Sublease.

- Sublessee shall pay its rent due under the Sublease directly to Lessor.
- Sublessee shall pay its rent due under the Sublease to Lessee, and Lessee shall remit same to Lessor pursuant to the terms of the Lease.

7. Subordination; Consequences of Lease Default by Lessee. The parties acknowledge and agree that the Sublease is subject and subordinate in all respects to the Lease. In the event Landlord terminates the Lease due to default by Tenant thereunder,

- The Sublease shall automatically and immediately terminate in connection with the termination of the Lease.
- Lessor and Sublessee shall negotiate with one another in good faith for a direct lease, from Landlord to Sublessee, of the Subleased Premises or any portion thereof.

8. Additional Terms. This Consent may be executed in multiple counterparts, all of which, when taken together, shall constitute one and the same instrument. This Consent shall be



governed by, and construed in accordance with, the laws of the state in which the Leased Premises are located. Any amendment to this Consent must be in writing for it to be enforceable. This Consent represents the entire agreement between the parties hereto relating to the subject matter hereof. If any provision of this Consent is found to be void or unenforceable by a court of law, such provision shall be limited in its applicability so as to be enforceable, or shall be severed from this Consent if necessary, and any such finding, limitation or exclusion shall not impact the remaining terms and provisions hereof.

IN WITNESS WHEREOF, the undersigned execute this Consent as of the date set forth above.

“Lessor”

By: _____

Title: _____

Name: _____

“Lessee”

By: _____

Title: _____

Name: _____

“Sublessee”

By: _____

Title: _____

Name: _____



Exhibit A

[Attach a True and Correct Copy of the Sublease]



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