

Consent To Sublease

This consent by Landlord to sublease is made and entered into this ____ day of _____, 20__ (hereinafter referred to as the "Effective Date"), by and between _____ (hereinafter referred to as the "Landlord") and _____ (hereinafter referred to as the "Tenant") with reference to that certain sublease dated _____, 20__ between Tenant and _____ (hereinafter referred to as the "Subtenant").

RECITALS

- A. The Tenant and the Landlord have executed that the certain Lease dated on _____, _____, 20____ (hereinafter referred to as the "Master Lease"), covering those premises and related improvements described in the attached Exhibit "A".
- B. Tenant desires to sublease _____ (all/ a portion) of the Premises to the Subtenant and the Subtenant desires to accept a sublease in the form attached as Exhibit "B" (hereinafter referred to as the "Sublease"). The Landlord is willing to consent to the Sublease on the terms and conditions set forth in this Consent.

In consideration of the payment by the Tenant of _____ Dollars (\$_____), payable on or before the _____, _____, 20____ to the Landlord, all parties agree as follows:

1. Consent to Sublease

The Landlord hereby consents to the Sublease and the transactions contemplated. The Landlord's consent to the Sublease will not be deemed as consent to:

- (i) Any further or other subleasing of the Subleased Premises;
- (ii) Any subleasing of any other portion of the Premises, or;
- (iii) The subleasing of any portion of the Premises to any other subtenant or on any other or different terms than those stated in the Sublease. The Tenant will provide Landlord with a fully executed copy of the Sublease promptly after execution.

2. Continuing Liability

Tenant acknowledges that:

- (i) Tenant will remain primarily liable for, and will not be released from, the full and faithful performance of all terms and conditions of the Master Lease, notwithstanding the existence of (and Landlord's consent to) the Sublease, or any breach committed by Subtenant under the Sublease, and
- (ii) Landlord will be entitled to pursue all remedies available in the event of the Tenant's breach of the Master Lease, without regard to the performance or nonperformance of the terms of the Sublease by Subtenant.

3. Monthly Basic Rent

Landlord and Tenant acknowledge and agree that the Monthly Basic Rent due from Subtenant under the Sublease (\$_____) does not exceed the Monthly Basic Rent due from Tenant under the Master Lease.

4. Entire Agreement

This Consent constitutes the entire agreement of the Landlord and the Tenant relating to its subject matter and replaces any prior negotiations, representations, agreements and understandings of the parties with respect to

such matters oral or written. The Parties acknowledge that they have not relied on any promise, representation or warranty, expressed or implied, not contained in this Consent.

5. Interpretation and Amendment

In interpreting the language of this Consent, the Landlord and Tenant will be treated as having drafted this Consent after meaningful negotiations. The language in this Agreement will be construed as to its fair meaning and not strictly for or against either Party. The Landlord and Tenant may modify this Consent with written documentation.

6. Attorneys' Fees

If any Party fails to perform any of its obligations under this Consent or if a dispute arises between the Parties concerning the meaning of any provisions of this Consent, and an action is filed, the prevailing party in any such action will be entitled to recover from the other party, in addition to any other relief that may be granted, its court costs and reasonable attorneys' fees.

7. Counterparts

This Consent may be signed in counterparts and all counterparts so executed will constitute one contract, binding on all parties hereto.

8. Binding Effect

This Consent will be binding on Landlord, and inure to the benefit of Tenant and its respective heirs, executors, administrators, successors in interest and assigns.

9. Governing Law

This Agreement will be governed and construed in accordance with the laws of the State of _____ and Recipient consents to the exclusive jurisdiction of the state courts and U.S. federal courts located there for any dispute arising out of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Consent as of the day and year first written above.

LANDLORD:

TENANT:

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____