

CONSENT TO SUBLEASE

THIS CONSENT TO SUBLEASE ("Consent") is made as of the _____ day of _____, 20____, by and among _____, a _____ ("Landlord"), _____, a _____ ("Tenant"), and _____, a _____ ("Subtenant").

RECITALS

A. By that certain _____ Lease dated as of _____, 20__ (including all amendments thereto, the "Lease"), Landlord leased to Tenant certain premises commonly known as _____ located at _____, in the City of _____, County of _____, State of _____. All capitalized terms used herein and not otherwise defined shall have the meanings assigned to them in the Lease.

B. Tenant desires to sublease _____ of the Premises, along with space _____ of the Premises and the _____ space of the Premises, to Subtenant in accordance with an agreement to be entered into by and between Tenant and Subtenant (the "Sublease").

C. Pursuant to the Lease, this sublease of the Premises requires the consent of Landlord. Landlord is willing to consent to the subletting of the Premises upon the terms and conditions hereof.

NOW, THEREFORE, in consideration of the terms and provisions thereof, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord, Tenant and Subtenant hereby agree as follows:

1. Incorporation of Recitals. The foregoing Recitals and the definitions provided for therein are hereby incorporated herein by reference.

2. Consent of Landlord. Landlord hereby consents to the subletting of the Premises to Subtenant, subject to and upon all of the terms and conditions of this Consent. In granting such consent, Landlord does not waive any of Landlord's rights under the Lease as to Tenant. Further, such consent shall not be deemed a waiver by Landlord of its right of consent with respect to any subsequent sublease or assignment by Tenant or Subtenant. To the extent the terms and conditions of this Consent are inconsistent with any terms of the Sublease, the terms of this Consent shall control. Landlord's consent is not intended, and shall not be construed (a) to modify or otherwise affect any provisions of the Lease; (b) as a waiver of Landlord's rights under the Lease; or (c) as binding or obligating Landlord in any manner whatsoever with respect to any covenants, representations, undertakings or agreements in the Sublease, if any, between Tenant and Subtenant.

3. Direct Payment to Landlord. Landlord may, at its option and at its sole and absolute discretion, at any time during the term of the Sublease, require Subtenant to remit directly to Landlord on a monthly basis all monies payable by Subtenant to Tenant pursuant to

the Sublease. Landlord may exercise such option by written notice thereof to Tenant and Subtenant, in which event Subtenant agrees to remit all such monies directly to Landlord. Landlord shall credit any monies received by Landlord directly from Subtenant pursuant hereto to the obligations of Tenant under the Lease; provided, however, that by collecting rent from Subtenant or by applying such rent to Tenant's monetary obligations under the Lease Landlord shall not be deemed to have waived any other rights Landlord may have under the Lease, at law or in equity on account of any default by Tenant under the Lease.

4. Priority of Sublease. Tenant and Subtenant acknowledge and agree that:

(a) The Sublease is subject and subordinate to the Lease and to any mortgages or deeds of trust encumbering the Premises.

(b) Upon any default by Tenant under the Lease beyond any applicable cure period, Landlord may enforce the provisions of the Sublease, including, without limitation collection of rent,

(c) In the event of termination of the Lease for any reason, including, without limitation, a voluntary surrender by Tenant, or in the event of any reentry or repossession of the premises by Landlord, Landlord may, at its option and at its sole and absolute discretion, either (i) terminate the Sublease; or (ii) take over all of the right, title and interest of Tenant, as Sublessor, under the Sublease, in which case Subtenant will attorn to Landlord, but that nevertheless Landlord will not (1) be liable for any previous act or omission of Tenant under the Sublease, (2) be subject to any defense or offset previously accrued in favor of Subtenant against Tenant, (3) be bound by any previous modification of the Sublease made without Landlord's written consent or by any previous prepayment by Subtenant of more than one month's rent, or (4) be liable to Subtenant for the return or reimbursement of any security deposit given by Subtenant to Tenant pursuant to the Sublease.

5. Transfer Premium. In addition to all of the other obligations under the Lease, Tenant hereby re-affirms its obligations to pay to Landlord any, if any, Transfer Premium due under Section 15.3 of the Lease. Tenant and Subtenant agree to reasonably cooperate with Landlord in the determination of the Transfer Premium.

6. No Release. Nothing contained in this Consent will release Tenant of Tenant's obligations under the Lease or alter the primary liability of Tenant to pay the rent and to perform all other obligations to be performed by Tenant under the Lease. The acceptance of rent by Landlord from Subtenant or from any other person or entity will also not be deemed to release Tenant of Tenant's obligations to be performed by Tenant under the Lease. All such obligations and liability of Tenant shall continue in full force and effect for the entire term of the Lease.

7. Notices. The address of Subtenant with respect to any notices which Landlord may give to Subtenant hereunder shall be the address of the Premises. Any such notices shall be in writing and served either by personal delivery, overnight courier service, or by U.S. Mail.

8. Miscellaneous.

(a) This Consent shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(b) Landlord and Tenant hereby ratify and reconfirm the Lease which shall remain in full force and effect.

(c) This Consent may be executed in counterparts and, when so executed, such counterparts shall form and constitute one and the same instrument.

(d) In the event of any litigation arising out of the subject matter of this Consent, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

(e) No real estate commission or other fees shall be payable by Landlord to any broker or other intermediary in connection with the Sublease or this Consent. Tenant and Subtenant agree to indemnify and hold harmless Landlord from and against any and all claims, demands, costs, expenses or damages (including, but not limited to, reasonable attorneys' fees and court costs) arising out of or resulting from any agreement, assignment or understanding alleged to have been made by Tenant or Subtenant with my real estate broker or other intermediary in connection with the Sublease or this Consent.

(f) Subtenant hereby makes the following representations and warranties for the benefit of Landlord, each of which representations and warranties (i) shall survive the Sublease, (ii) is material and is being relied upon by Landlord in consenting to the Sublease, and (iii) shall be true in all respects on the date of the Consent to Sublease ("Effective Date"):

- (1) Subtenant has undertaken and completed an independent evaluation of the risks inherent in the execution of this Consent and the Sublease, the acceptance of the Sublease set forth in this Consent, the physical condition of the Premises, and the operation of the Premises for the use permitted by the Lease; based solely upon said independent evaluation, Subtenant has elected to enter into this Consent, enter into the Sublease of the Lease as set forth in this Consent, and hereby ratifies the Lease;
- (2) in entering into this Consent and sublease of the Premises, Subtenant is relying upon no statement, fact, promise or representations (whether express or implied, written or oral) of Landlord;
- (3) Subtenant expressly acknowledges that Landlord has made no representations or warranties, expressed or implied, with respect to the condition of the Premises or the Project, including but not necessarily limited to Hazardous Materials in, on, under, or about the Premises and/or Project and that Subtenant fully accepts the Premises in its "AS IS" "WHERE IS" condition, and in connection therewith, Subtenant hereby waives and fully releases Landlord from and against any and all claims against Landlord resulting from or related to, directly or indirectly of the Premises or the Project, including but not necessarily limited to the existence of any Hazardous Materials In, on, under or about the Premises and/or Project;
- (4) Subtenant shall not be entitled to exercise any options which have been granted to Tenant under the Lease or extend the Sublease term for any period beyond the expiration of the term of the Lease;
- (5) Subtenant shall name Landlord as an additional insured on all policies of commercial general liability insurance maintained by Subtenant with respect to the Premises; and
- (6) the Sublease shall not be modified without Landlord's prior written consent and any modification without such consent shall be, at Landlord's option, null and void. This release of liability and all the terms herein contained shall survive the expiration or earlier termination of the Lease.

(g) Tenant hereby makes the following representations and warranties, each of which representations and warranties (i) shall survive the Sublease, (ii) is material and is being relied upon by Landlord in consenting to the Sublease, and (iii) shall be true in all respects on the Effective Date: (1) to the best knowledge of Tenant, the Lease is in full force and effect and is hereby ratified by Tenant; (2) other than any subleases which have heretofore been approved by Landlord, the Lease constitutes the entire agreement between Landlord and Tenant with respect to the Premises, has not been assigned, supplemented or modified in any manner whatsoever, and no arrangements, agreements or understandings exist between Landlord and Tenant with respect to the Lease, the Premises, or either of them, except as specifically set forth in the Lease; (3) to the best knowledge of Tenant, all terms, covenants and conditions to be performed, discharged and satisfied by Landlord have been fully performed, discharged and satisfied, including without limitation, the completion of all improvements to the Premises to be completed by Landlord under the Lease (if any) and all required contributions by Landlord to Tenant on account of Tenant's improvements (if any) have been fully paid and satisfied; (4) to the best knowledge of Tenant, there are no existing defenses or offsets which Tenant has against the enforcement of the Lease by Landlord and there exist no events which would constitute a basis for any such defenses or offsets upon the lapse of time or giving of notice, or both; (5) Tenant is current in all rental obligations under the Lease through the Effective Date or such delinquent obligations shall be fully paid current prior to any consent of Landlord hereto being effective; (6) Tenant has not failed to disclose to Landlord any information which, if known by Landlord, might provide grounds for Landlord to reasonably withhold its consent; and (7) the Sublease shall not be modified without Landlord's prior written consent and any modification without such consent shall be, at Landlord's option, null and void.

In reliance on the representations and warranties of both Tenant and Subtenant as set forth in this Consent, Landlord hereby consents to the subletting of the Premises described herein.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this CONSENT TO SUBLEASE with respect to the Premises, as of the date first indicated hereinabove.

“Landlord”

a _____

By: _____,
a _____

By: _____
_____, _____

“Tenant”

_____,
a _____

By: _____
Name: _____
Its: _____

“Subtenant”

_____,
a _____

By: _____
Name: _____
Its: _____