

Consent To Sublease

THIS CONSENT BY LANDLORD TO SUBLEASE (“Consent”) is made and entered into this ____ day of _____, 20__ (“Effective Date”), by and between _____ (“Landlord”) and _____ (“Tenant”) with reference to that certain sublease (the “Sublease”) dated _____, 20__ between Tenant and _____ (“Subtenant”).

RECITALS

A. Tenant, as Tenant under the Lease, and Landlord have executed that certain Lease dated _____ (the “Master Lease”), covering those certain premises and related improvements described in the attached Exhibit “A” (the “Premises”).

B. Tenant desires to sublease [all] [a portion] of the Premises to _____ (“Subtenant”) and Subtenant desires to accept a sublease in the form attached as Exhibit “B” (the “Sublease”). Landlord is willing to consent to the Sublease on the terms and conditions set forth in this Consent.

NOW, THEREFORE, in consideration of the payment by Tenant of _____ Dollars (\$ _____), payable on or before _____, 20__ to Landlord, the parties agree as follows:

1. Consent to Sublease. Landlord hereby consents to the Sublease and the transactions contemplated thereby. Landlord’s consent to the Sublease shall not be deemed to be a 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. Tenant shall provide Landlord with a fully-executed copy of the Sublease promptly after execution.

2. Continuing Liability. Tenant acknowledges that (i) Tenant shall remain primarily liable for, and shall 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 shall be entitled to pursue all remedies available in the event of 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 Landlord and Tenant pertaining to its subject matter and supersedes any prior or contemporaneous negotiations, representations, agreements and understandings of the parties with respect to such matters, whether 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. Parol evidence will be inadmissible to show agreement by and among the Parties to any term or condition contrary to or in addition to the terms and conditions contained in this Consent.

5. Interpretation; Amendment. In interpreting the language of this Consent, Landlord and Tenant shall be treated as having drafted this Consent after meaningful negotiations. The language in this Agreement shall be construed as to its fair meaning and not strictly for or against either Party. This Consent may be modified only by a writing signed by Landlord and Tenant.

6. Attorneys’ Fees. If any Party hereto fails to perform any of its obligations under this Consent or if a dispute arises between the Parties hereto concerning the meaning or interpretation of any provisions of this Consent, and an action is filed, the prevailing party in any such action shall 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 and disbursements, including such fees and disbursements incurred in connection with any appeal.

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

8. Binding Effect. This Consent shall 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 Consent is governed by and construed in accordance with the laws of the State of _____.

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

LANDLORD:

TENANT:

[NAME]

[NAME]

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____