**LANDLORD CONSENT TO SUBLEASE**

**THIS LANDLORD CONSENT TO SUBLEASE** ("Consent Agreement") is entered into as of , by and among ("Landlord"), ("Tenant"), and ("Subtenant") with offices at .

**RECITALS:**

1. Landlord and Tenant are parties to that certain lease agreement dated , (collectively the "Lease") pursuant to which Landlord has leased to Tenant certain premises containing approximately rentable square feet ("Premises") described as on the floor of the building commonly known as located at ("Building").

1. Tenant and Subtenant have entered into that certain Sublease agreement dated attached hereto as Exhibit A ("Sublease Agreement") pursuant to which Tenant has agreed to sublease to Subtenant all of the Premises consisting of rentable square feet ("Subleased Premises").
2. The Lease requires and Tenant and Subtenant have requested Landlord's consent to the Sublease Agreement and the transaction described therein.
3. Landlord has agreed to give such consent upon the terms and conditions contained in this Consent Agreement.

**NOW THEREFORE**, in consideration of the foregoing preambles which by this reference are incorporated herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord , Tenant and Subtenant agree and represent as follows:

1. Sublease Agreement. Sublandlord and Subtenant hereby represent that a true and complete copy of the Sublease is attached hereto and made a part hereof as Exhibit A, and Sublandlord and Subtenant agree that the Sublease shall not be modified without Landlord' s prior written consent.
2. Representations. Sublandlord hereby represents and warrants that Sublandlord (i) has full power and authority to sublease the Subleased Premises to Subtenant, (ii) has not transferred or conveyed its interest in the Lease to any person or entity collaterally or otherwise, and (iii) has full power and authority to enter into the Sublease and this Consent Agreement. Subtenant hereby represents and warrants that Subtenant has full power and authority to enter into the Sublease and this Consent Agreement.
3. Consent. Landlord consents to the Sublease, subject to the terms of this Consent Agreement. Regardless of any Sublease provision to the contrary, this Consent Agreement does not:
   1. Release Tenant from or waive any obligation of Tenant under the Lease;
   2. Modify or waive any term or obligation under the Lease;
   3. Waive any breach of the Lease by Tenant;
   4. Constitute Landlord's consent to any other transfer of an interest in the Lease; or
   5. Dispossess Tenant of the Premises.
4. Sublease Subordinate. The Sublease Agreement is subject and subordinate to the Lease and the parties hereby ratify all covenants, agreements, terms, provisions and conditions of the Lease and declare the same to be in full force and effect. Subtenant represents that it has read and understands Subtenant's obligations under the Lease and hereby acknowledges and agrees (a) that it assumes and agrees to observe, comply with and perform all terms, conditions and covenants in the Lease except the provisions regarding Rent (including, without limitation , the prohibition against subletting, assigning, mortgaging, encumbering or permitting the occupation or use of all or any part of the Premises by others without the prior written consent of Landlord, upon the terms and conditions set forth in the Lease) as they relate to the Subleased Premises, (b) to perform all obligations of any kind whatsoever as and when the same are due to be performed by the Tenant under the Lease pursuant to the terms of the Lease as they relate to the Subleased Premises, (c) to be subject to all of Landlord's rights thereunder, as though Subtenant was named the tenant thereunder during the entire term of the Lease and all extensions and expansions thereof. Neither Tenant nor Subtenant may enforce against Landlord any term of the Sublease Agreement that is contrary to any term of the Lease, increases any obligation of Landlord under the Lease or reduces any obligation of Tenant or Subtenant under the Lease.
5. Tenant's Guaranty. Tenant guaranties each obligation of Subtenant under the Sublease and this Consent Agreement, including without limitation any fees relating to parking, services and materials. Without affecting this guaranty, Landlord may terminate the Lease under the provisions of the Lease or as permitted by law without notifying Tenant or giving Tenant an opportunity to cure any breach of the Lease by Subtenant.
6. Payments Under the Sublease. If at any time Sublandlord is in default under the terms of the Lease, Landlord shall have the right, in its sole discretion, to contact Subtenant and require Subtenant to pay all rent due under the Sublease directly to Landlord until such time as Sublandlord has cured such default. Subtenant agrees to pay such sums directly to Landlord if requested by Landlord, and Sublandlord agrees that any such sums paid by Subtenant shall be deemed applied against any sums owed by Subtenant under the Sublease. Any such sums received by Landlord from Subtenant shall be received by Landlord on behalf of Sublandlord and shall be applied by Landlord to any sums past due under the Lease, in such order of priority as required under the Lease or, if the Lease is silent in such regard, then in such order of priority as Landlord deems appropriate. The receipt of such funds by Landlord shall in no manner be deemed to create a direct lease or sublease between Landlord and Subtenant. If Subtenant fails to deliver its Sublease payments directly to Landlord as required herein following receipt of written notice from Landlord as described above, then Landlord shall have the right to remove any signage of Subtenant, at Subtenant's cost, located outside the Premises or in the Building lobby or elsewhere in the Building and to pursue any other rights or remedies available to Landlord at law or in equity.
7. Termination of Lease; Attornment. If the Lease or Tenant's right to possession thereunder terminates for any reason prior to expiration of the Sublease, the Sublease will terminate concurrently unless Landlord, in Landlord's sole discretion, elects by written notice to Subtenant for Subtenant to assume Tenant's remaining obligations under the Sublease, in which case Subtenant agrees to attorn to Landlord upon the then executory terms and conditions of the Sublease for the remainder of the term of the Sublease. In the event of any such election by Landlord, Landlord will not be (a) liable for any rent paid by Subtenant to Tenant more than one month in advance, or any security deposit paid by Subtenant to Tenant, unless same has been transferred to Landlord by Tenant; (b) liable for any act or omission of Tenant under the Lease, Sublease Agreement or any other agreement between Tenant and Subtenant or for any default of Tenant under any such documents which occurred prior to the effective date of the attornment; (c) subject to any credits, claims, counterclaims, demands, defenses or offsets that Subtenant may have against Tenant; {d) bound by any changes or modifications made to the Sublease Agreement without the written consent of Landlord, (e) obligated in any manner with respect to the transfer, delivery, use or condition of any furniture, equipment or other personal property in the Premises or Subleased Premises which Tenant agreed would be transferred to Subtenant or which Tenant agreed could be used by the Subtenant during the term of the Sublease, (f) liable for the performance of any leasehold improvements; or (g) liable for the payment of any improvement allowance, or any other payment, credit, offset or amount due from Tenant to Subtenant under the Sublease. If Landlord does not elect to have Subtenant attorn to Landlord as described above, the Sublease Agreement and all right s of Subtenant in the Subleased Premises shall terminate upon the date of termination of the Lease or Tenant's right to possession thereunder. The terms of this Section supersede any contrary provisions in the Sublease Agreement.
8. No Release. Nothing contained in the Sublease or this Consent Agreement shall be construed as relieving or releasing Sublandlord from any of its obligations under the Lease, it being expressly understood and agreed that Sublandlord shall remain liable for such obligations notwithstanding anything contained in the Sublease or this Consent Agreement or any subsequent assignment(s), sublease(s) or transfer(s) of the interest of the tenant under the Lease. Sublandlord shall be responsible for the collection of all rent due it from Subtenant, and for the perfonnance of all the other terms and conditions of the Sublease, it being understood that Landlord is not a party to the Sublease and, notwithstanding anything to the contrary contained in the Sublease, is not bound by any terms, provisions, representations or warranties contained in the Sublease and is not obligated to Sublandlord or Subtenant for any of the duties and obligations contained therein.
9. Indemnity and Insurance. Subtenant hereby assumes, with respect to Landlord, all of the indemnity and insurance obligations of the Tenant under the Lease with respect to the Subleased Premises, provided that the foregoing shall not be construed as relieving or releasing Tenant from any such obligations.
10. No Commission. Landlord is not liable for any brokerage commission or transaction cost relating to the Sublease. Tenant and Subtenant will indemnify and hold Landlord harmless from any claim for payment of a commission or other transaction cost made by a broker, salesperson or anyone else alleging to have procured the Sublease or to have provided services to Tenant or Subtenant in connection with the Sublease transaction.
11. Excess Rent. If Landlord is entitled to any excess rent (defined below) from Sublandlord pursuant to the terms of the Lease, then, in addition to all rent otherwise payable by Sublandlord to Landlord under the Lease, Sublandlord shall also pay to Landlord the portion of the excess rent to which Landlord is entitled under the Lease, in the manner described in the Lease. As used herein, the "excess rent" shall be deemed to mean any payments from Subtenant under the Sublease which exceed the payments payable by Sublandlord to Landlord under the Lease for the Subleased Premises. Landlord' s failure to bill Sublandlord for, or to otherwise collect, such sums shall in no manner be deemed a waiver by Landlord of its right to collect such sums in accordance with the Lease.
12. Parking and Services. Any parking rights granted to Subtenant pursuant to the Sublease Agreement shall be satisfied out of the parking rights, if any, granted to Tenant under the Lease. Tenant hereby authorizes Subtenant, as agent for Tenant, to obtain services and materials for or related to the Subleased Premises, and Tenant agrees to pay for such services and materials as additional Rent under the Lease upon written demand from Landlord. However, as a convenience to Tenant, Landlord, in its sole discretion, may bill Subtenant directly for such services and materials, in which event Subtenant shall pay for the services and materials so billed upon written demand, provided that such billing shall not relieve Tenant from its primary obligation to pay for such services and materials.
13. Contingency. This Consent Agreement is conditioned and contingent upon Tenant not being in default of any obligation under the Lease on either the commencement date of the Sublease Agreement or the full execution and delivery of this Consent Agreement.
14. Conditions to Effectiveness This Consent Agreement shall not be effective until all of the following conditions have been satisfied (or waived in writing by Landlord):
    1. This Consent Agreement has been executed by all of the parties hereto and delivered;
    2. Tenant and Subtenant shall have delivered to Landlord an original of the Sublease, duly executed by Tenant and Subtenant, in the form of Exhibit A attached hereto; and
    3. Tenant has delivered to Landlord the sum of $750.00 in consideration for Landlord's review of the Sublease Agreement and the preparation and delivery of this Consent Agreement.
15. Miscellaneous. Each Recital is fully incorporated. Except for those terms expressly defined in this Consent Agreement, all initially capitalized terms will have the meanings ascribed to them in the Lease. Each signatory of this Consent Agreement represents hereby that he or she has the authority to execute and deliver the same on behalf of the party hereto for which such signatory is acting. This Consent Agreement may be executed in counterparts and shall constitute an agreement binding on all parties notwithstanding that all parties are not signatories to the original or the same counterpart provided that all parties are furnished a copy or copies thereof reflecting the signature of all parties.

**IN WITNESS WHEREOF**, Landlord, Tenant and Subtenant have executed this Consent Agreement as of the date set forth above.

**Landlord:**

{NAME}

By:

Name:

Its:

**Tenant:**

{NAME}

By:

Name:

Its:

**Subtenant:**

{NAME}

By:

Name:

Its:

are not signatories to the original or the same counterpart provided that all parties are furnished a copy or copies thereof reflecting the signature of all parties.

1. Consent and Acknowledgment of Guarantor. Unless the following condition is waived in writing by Landlord, then, at Landlord’s option, this Consent Agreement shall be of no force and effect unless and until accepted by any guarantors of the Lease, who by signing below hereby (a) consent to the Sublease, (b) ratify their guarantee, and (c) agree that their guarantee shall apply to the Lease and continue in full force and effect notwithstanding the Sublease. *[NOTE: If there is no guaranty or it has expired, then delete this Section. But if there is an effective guaranty, this Section remains and the Guarantor must execute this Consent Agreement as noted below. If the Guarantor cannot be located or absolutely refuses to execute the Consent Agreement, then keep in this Section, but delete the Guarantor’s signature block. It is important that you actually delete the signature block, and don’t simply cross it out. This will require that a new signature page be printed.]*

**IN WITNESS WHEREOF**, Landlord, Tenant and Subtenant have exuted this Consent Agreement as of the date set forth above.

**Landlord:**

{NAME}

By:

Name:

Its:

**Tenant:**

{NAME}

By:

Name:

Its:

**Subtenant:**

{NAME}

By:

Name:

Its:

**Guarantor:**

{NAME}

By:

Name:

Its: