

30.04[2][a] Example 2: Short Form Landlord Consent

The following landlord consent is in the form of a short letter from the landlord to its tenant, the sublessor.

(Addressed to Tenant as Sublessor):

The undersigned, as landlord under a restated lease of certain premises located on the tenth (10th) through thirteenth (13th) floors of the building known as \_\_\_\_\_ Street, New York, New York, dated \_\_\_\_\_ as amended on \_\_\_\_\_ (which lease, as amended, is hereinafter called the "Lease"), by and between the undersigned, Landlord, and Sublessor, as tenant, hereby consents to the subletting of the Premises upon the terms and conditions set forth in the form of sublease (the "Proposed Sublease") annexed hereto as \_\_\_\_\_ and by this reference made a part hereof, upon the following conditions:

1. Our granting of the within consent shall not be deemed a waiver of our rights under the Lease to pass upon any (i) assignment of the Lease or (ii) subletting of portions of the Premises.

2. Nothing herein contained shall be deemed to constitute a release of the Sublessor from any of its obligations as tenant under the Lease, and Sublessor shall remain fully liable for the performance of all of its obligations as tenant under the Lease and shall be fully responsible and liable for the undersigned's full and actual actions or omissions of Sublessee or anyone claiming under or through Sublessee that shall be deemed to be any of the obligations of tenant under the Lease.

3. The terms and conditions contained or contained in the proposed Sublease shall be deemed to (a) increase, amend, modify or extend any of Landlord's obligations under the Lease in any way whatsoever, (b) diminish, restrict, limit, forfeit or waive any of Landlord's rights under the Lease in any way whatsoever, and/or (c) constitute a consent to any further subletting of the Premises or a portion of the Premises by Sublessee.

4. Sublessee shall use and occupy the Premises for executive and general offices.

(Signed by the Landlord)