

30.04[2][c]c Landlord's Consent to Sublease #2

CONSENT TO SUBLEASE

Landlord Lease No.

(said Lease being dated as of [_____])

THIS AGREEMENT, made as of _____, 20__ by and among _____ (hereinafter called "the Landlord"), a _____ corporation having an office at _____, in _____ (City), _____ County and State of _____, and _____ (hereinafter called "the Lessee and Sublessee") whose representative is _____, President and Chief Executive Officer.

WITNESSETH, That:

WHEREAS, the Landlord and the Lessee entered into a lease identified above by Landlord as Lease Number [Insert number] and covering premises at _____ in _____ (City), _____ County and State of _____, (which lease, as the same may hereafter be supplemented and amended is hereinafter called "the Lease"); and

WHEREAS, the Lessee has requested the consent of the Landlord to a proposed sublease, a copy of which is attached hereto and made a part hereof and is hereinafter called "the Sublease";

Now, therefore, for and in consideration of the covenants and mutual agreements herein contained, the Landlord, the Lessee and the Sublessee hereby agree as follows:

1. On the terms and conditions hereinafter set forth the Landlord consents to the Sublease.
2. The Sublease shall terminate and expire, without notice to the Sublessee, on the day preceding the date of expiration or earlier termination of the Lease, or on such earlier date as the Lessee and Sublessee may agree upon or on the effective date of any revocation of this Consent by the Landlord pursuant to the provisions of Paragraph 7 hereof. The Sublessee shall quit the subleased premises and remove its property and property for which it is responsible therefrom on or before the termination or expiration of the Sublease.
3. If the Lessee shall at any time be in default under the Lease, the Sublessee shall on demand of the Landlord pay directly to the Landlord any rental, fee or other amount due to the Lessee. No such payment shall relieve the Lessee from any obligations under the Lease or under this Consent or affect the Landlord's rights or remedies thereunder but all such payments shall be credited against the obligations of the Lessee or of the Sublessee, as the Landlord may determine, for each payment or part thereof.
4. In any case of difference between the provisions of the Lease or of this Consent and the provisions of the Sublease, the provisions of the Lease or of this Consent, as the case may be, shall be controlling, it being the intention of the Landlord merely to permit the exercise of the Lessee's rights (to the extent permitted by the Sublease) by the Sublessee, and not to enlarge or

otherwise change the rights granted by the Lease. All of the terms, provisions and conditions of the Lease shall be and remain in full force and effect.

5. The Sublessee, in its operations under or in connection with the Sublease and its occupancy of the premises, agrees to assume, observe, be bound by and comply with all the terms, provisions, covenants and conditions of the Lease. Without limiting the generality of the foregoing, the Sublessee shall use the premises for the purposes set forth in Section 3 of the Lease or for such other purposes as set forth in the Sublease that are in accordance with the Landlord's determination under Section _____ of the Lease and for no other purpose whatsoever.

6. Without in any way affecting the obligations of the Lessee under the Lease and under this Consent, the Sublessee agrees with respect to its acts and omissions to indemnify the Landlord and to make repairs and replacements as if it were the Lessee under the Lease. However, all acts and omissions of the Sublessee shall be deemed to be acts and omissions of the Lessee under the Lease and the Lessee shall also be severally responsible therefor, including but not limited to the obligations of indemnification and repair.

7. In addition to all other remedies available to the Landlord under the Lease or otherwise, this Consent may be revoked by the Landlord in whole or in part by the Lessee or the Sublessee in the event of any breach by the Sublessee (which the Sublessee shall have to cure within the applicable time period set forth in the Lease) of any term, provision or condition of the Lease or of this Consent and no such revocation shall be deemed to affect the Sublessee's obligations or the continuance thereof. Any notice given to the Sublessee shall be sufficient if given in accordance with the Section of the Lease entitled "Notices," for the purpose of which the Sublessee hereby designates the person named as representative on the first page hereof as its officer or representative upon whom notices may be served and the Sublessee designates its office at the address stated on the first page hereof as the office where such notices may be served.

8. The Lessee and Sublessee represent and warrant that the attached Sublease sets forth the full and entire rental or other consideration payable to the Lessee by the Sublessee for or in connection with the subletting hereunder or use or occupancy of the subleased space and they further represent and warrant that there is no rental or consideration other than as stipulated in the attached Sublease.

9. The granting of this Consent by the Landlord shall not be or be deemed to operate as a waiver of the requirement for consent to any subsequent subletting (by the Lessee or by the Sublessee) or to any assignment of the Lease or the Sublease or of any rights under either of them, whether in whole or in part.

10. References herein to the Sublessee shall mean and include the Sublessee, its officers, agents, employees and also others on the premises or the Facility with the consent of the Sublessee.

11. Neither the Commissioners of the Landlord nor any officer, agent or employee thereof shall be held personally liable to the Lessee or to the Sublessee under any term or provision of this Consent or because of its execution or because of any breach or alleged breach thereof.

IN WITNESS WHEREOF, the Landlord, the Lessee and the Sublessee have executed this Agreement in the presence of the following:

ATTEST:

LANDLORD

By _____

(Title) _____

(Corporate Seal)

ATTEST:

By _____

(Title) _____

(Corporate Seal)

ATTEST:

By _____

(Title) _____

(Corporate Seal)

State of _____)

)ss:

County of _____)

On the _____ day of _____ the year 20____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity(ies), and that by his/her signature on the instrument, the individual, or the person or entity upon behalf of which the individual acted, executed the instrument.

SAMPLE

Notary Public