

OVERLANDLORD'S CONSENT (1999)

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OVERLANDLORD'S CONSENT

dated _____

to

the sublease dated _____ (the "**Sublease**")

between

_____, as sublandlord (the "**Sublandlord**"),

and

_____, as subtenant (the "**Subtenant**")

The undersigned (the "**Overlandlord**") hereby consents to the subleasing by the Sublandlord to the Subtenant of the premises referred to in the Sublease (the "**Sublease Premises**") for the term provided for in the Sublease, subject to the terms and conditions of this Consent. Capitalized terms used but not defined in this Consent shall have the meanings ascribed thereto in the Sublease. As used in this Consent, the term "**Overlease**" shall mean the lease between Overlandlord, as landlord, and Sublandlord, as tenant, demising the Overlease Premises, as heretofore and hereafter amended.

1. This Consent relates to the act of subleasing, not to the terms and conditions of the Sublease, and Overlandlord shall not be bound by the terms and conditions of the Sublease. The Sublease is and shall be subject and subordinate to the Overlease, and Subtenant shall not do or permit to be done any act or thing which shall violate the Overlease.

2. This Consent shall not constitute Overlandlord's consent to any other subletting by Sublandlord, any subsubletting by Subtenant, or any assignment by Sublandlord or Subtenant and, except as otherwise provided in the Overlease with respect to any subletting or assignment by Sublandlord, no such sublease, subsublease or assignment shall be made without Overlandlord's prior written consent.

3. Subtenant shall have no recourse against Overlandlord on account of any failure by Overlandlord to perform any of its obligations under the Overlease. Subtenant's only recourse shall be against Sublandlord.

4. This consent shall not be construed (a) to modify, waive, impair or affect any of the terms or conditions of the Overlease, (b) to waive any breach of the Overlease, (c) to enlarge or diminish the rights or obligations of Overlandlord or Sublandlord under the Overlease, (d) as a consent by Overlandlord pursuant to any of the other provisions of the Overlease (including, without limitation,

to the performance of any work in the Sublease Premises) or (e) as a representation or acknowledgment of the accuracy of any recital or statement set forth in the Sublease.

5. Notwithstanding the subletting consented to herein, Sublandlord shall be and remain fully liable for payment of the rent, additional rent and all other sums to become due under the Overlease and for the performance of all of the Sublandlord's obligations under the Overlease. All acts and omissions of Subtenant or anyone claiming under Subtenant which shall be in violation of the Overlease shall be deemed a violation by Sublandlord.

6. If Sublandlord defaults in the payment of any rent, additional rent or other sum due under the Overlease or in the performance of any of Sublandlord's obligations under the Overlease and such default continues beyond any applicable cure period provided for in the Overlease, then Subtenant, after receiving a notice from Overlandlord directing Subtenant to do so, shall pay to Overlandlord all rent, additional rent and other sums thereafter becoming due under the Sublease. Subtenant shall be entitled to rely on any such notice notwithstanding any objection by Sublandlord. No receipt by Overlandlord of any rent, additional or other sums from Subtenant shall be deemed to release Sublandlord from Sublandlord's obligations under the Overlease or, except as provided in Section 7 below, as the acceptance of Subtenant as a direct tenant.

7. If Overlandlord shall terminate the Overlease, reenter the premises leased under the Overlease or dispossess Sublandlord prior to the scheduled expiration date of the Sublease, then, at Overlandlord's option, Overlandlord may take over all of the right, title and interest of Sublandlord as sublandlord under the Sublease and, in such a case, Subtenant shall attorn to Overlandlord pursuant to the then executory provisions of the Sublease which shall then be deemed a direct lease between Overlandlord and Subtenant on the terms and conditions of the Sublease, except that Overlandlord shall not be:

- (a) liable for any previous act or omission of Sublandlord,
- (b) bound by any rent, additional rent or other sums paid by Subtenant more than thirty (30) days in advance of its due date,
- (c) bound by any modification of the Sublease made after the date hereof unless (i) Overlandlord shall have received an executed counterpart thereof (or a copy of such a counterpart), and (ii) if required by the Overlease, Overlandlord shall have consented thereto,
- (d) liable for any obligations of Sublandlord to make or pay for or furnish any allowances for any improvements; or
- (e) bound by any offsets theretofore accrued against Sublandlord.

Subtenant waives the provisions of any law now or hereafter in effect which may give Subtenant any right to terminate the Sublease or to surrender possession of the Sublease Premises if Overlandlord

shall terminate the Overlease, reenter the premises leased under the Overlease or disposes Sublandlord prior to the scheduled expiration date of the Sublease. Upon request by Overlandlord, Subtenant shall confirm such attornment by executing and delivering to Overlandlord an instrument reasonably satisfactory to Overlandlord, but Subtenant's failure to do so shall not affect such attornment.

8. Subtenant shall (a) maintain in effect such liability insurance as Sublandlord is required by the Overlease to maintain, (b) cause to be named as additional insureds thereon such persons as Sublandlord is required by the Overlease to name as additional insureds on its liability insurance (provided that Subtenant shall have been notified thereof), and (c) furnish to Overlandlord such evidence of such insurance as Sublandlord is required by the Overlease to furnish. The insurance required by this Paragraph Section 8 shall be in addition to all insurance required by the Overlease to be maintained by Sublandlord or required by the Sublease to be maintained by Subtenant.

9. Overlandlord shall cause to be included in each of its property insurance policies (including rent loss insurance) a waiver of the insurer's right of subrogation against Subtenant, and Overlandlord hereby releases Subtenant from any claim (including a claim for negligence) which Overlandlord might otherwise have for loss, damage or destruction to Overlandlord's property occurring during the term of the Sublease (including loss of rents) to the extent to which such loss, damage or destruction is insured by Overlandlord or is required by the Overlease to be insured by Overlandlord.

10. Subtenant shall cause to be included in each of its property insurance policies (including business interruption) a waiver of the insurer's right of subrogation against Sublandlord, and Subtenant hereby releases Overlandlord from any claim (including a claim for negligence) which Subtenant might otherwise have for loss, damage or destruction to Subtenant's property occurring during the term of the Sublease (including business interruption) to the extent to which such loss, damage or destruction is insured by Subtenant or would have been required to be insured by Subtenant if Subtenant were the tenant under the Overlease.

11. Sublandlord agrees to indemnify Overlandlord against any claim for any commission or other compensation in connection with the Sublease made against Overlandlord by any broker, agent or finder with whom Sublandlord or Subtenant has dealt or is claimed to have dealt in connection with the Sublease and all costs, expenses and liabilities in connection therewith, including reasonable attorneys' fees and disbursements incurred by Overlandlord in the defense of such claim.

12. If there is any conflict between the terms and conditions of the Sublease and of this Consent, the terms and conditions of this Consent shall prevail in each instance.

13. Sublandlord and Subtenant represent that (a) attached to this Consent is a true and complete copy of the Sublease, and (b) the Sublease and this Consent constitute the sole agreements between them relating to the subletting of the Sublease Premises by Sublandlord to Subtenant.

14. This Consent may not be changed orally, but only by an agreement in writing signed by Overlandlord, Sublandlord and Subtenant.

15. This Consent may be executed in counterparts and shall not be effective for any purpose, and may be withdrawn by Overlandlord, until a counterpart hereof executed by Sublandlord and Subtenant is returned to Overlandlord.

IN WITNESS WHEREOF, Overlandlord has executed this Consent as of the day and year first above written.

[Overlandlord]

By: _____
Name:
Title:

Accepted and Agreed To By:

[Sublandlord]

By: _____
Name:
Title:

[Subtenant]

By: _____
Name:
Title: