

MODEL CONSENT

Make Sure Sublet Consent Protects Your Lease Rights

The following sublet consent form was drafted by Chicago real estate attorney Richard S. Rosenstein. It lets you protect your lease rights while you consent to a sublet.

The consent begins by giving the parties' names, describing the lease and sublease, and stating the consent's purpose. Paragraph 1 says that the consent won't release the tenant from its lease obligations. Paragraph 2 says that you're not approving the sublease. Paragraph 3 requires your consent to sublease amendments. Paragraph 4 limits your consent to the current sublet. Paragraph 5 requires the tenant to remain liable to you. Paragraph 6 says the lease prevails where it conflicts with the sub-

lease. Paragraph 7 discusses sublet profit-sharing. Paragraph 8 discusses continuing the sublease after the lease ends. Paragraph 9 lets you bill the subtenant for extra services. Paragraph 10 says that there's no legal relationship between you and the subtenant. Paragraph 11 requires the parties to send you notices they send to each other. Paragraph 12 requires the parties to indemnify you for broker's fees. Paragraph 13 says that the parties agree to be bound by the consent's terms.

Since this consent form is generic, consult with your attorney to adapt it to the specific lease provisions and laws of your area.

SUBLET CONSENT

[*Insert your name*] ("Landlord"), as Landlord under that certain lease (the "Lease"), dated [*insert lease date*] by and between Landlord and [*insert tenant's name*] ("Tenant"), as Tenant, subject to and specifically conditioned upon the following terms and conditions, hereby grants its consent ("Sublet Consent") to the sublet of certain premises (the "Sublet Premises") in the [*building/center*] commonly known as [*insert building/center address and name, if any*], as more particularly described in the sublease, dated [*insert sublease date*], made by and between Tenant, as sublandlord, and [*insert subtenant's name*] ("Subtenant"), as subtenant, a copy of which is attached hereto as Exhibit [*insert #*] (the "Sublease").

Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed thereto in the Lease or the Sublease, as the case may be. The titles or headings to the various paragraphs of this Sublet Consent are for convenience of reference only, do not define or limit the contents thereof, and should be ignored in any construction thereof.

As conditions to Landlord's consent to the sublet of the Sublet Premises, it is understood and agreed as follows:

1. NO RELEASE

This Sublet Consent shall in no way release the Tenant, or any other person or entity claiming by, through, or under Tenant including, without limitation, Subtenant, from any of its covenants, agreements, liabilities, and duties under the Lease (including, without limitation, all duties to cause and keep Landlord and others named or referred to in the Lease fully insured and indemnified with respect to any acts or omissions of Subtenant or its agents, employees, or invitees, or other matters arising by reason of the Sublease or Subtenant's use or occupancy of the Sublet Premises), as the same may be amended from time to time, without respect to any provision to the contrary in the Sublease. In no event shall anything contained in this Sublet Consent be deemed a waiver of any of Landlord's rights under the Lease.

2. NO APPROVAL OF SUBLEASE

This Sublet Consent does not constitute approval by Landlord of any of the provisions of the Sublease, or agreement thereto or therewith, but only approval of the sublet of the Sublet Premises to Subtenant.

3. NO AMENDMENT OF SUBLEASE

Tenant and Subtenant shall not amend in any respect the Sublease without the prior written approval of Landlord. In no event shall any such amendment, whether or not Landlord shall

approve the same, affect or modify or be deemed to affect or modify the Lease in any respect.

4. LIMITED CONSENT

This Sublet Consent shall be deemed limited solely to the Sublease, and Landlord reserves the right to consent or to withhold consent with respect to any other matters under the Lease including, without limitation, any proposed alterations to the Premises or the Sublet Premises, and to any further or additional sublets, assignments, or other transfers of the Lease or any interest therein or thereto, including, without limitation, a sub-sublet or any assignment of this Sublease.

5. TENANT'S LIABILITY; LANDLORD'S REMEDIES

Tenant shall be liable to Landlord for any default under the Lease, whether such default is caused by Tenant or Subtenant or anyone claiming by, through, or under either Tenant or Subtenant. The foregoing shall not be deemed to restrict or diminish any right which Landlord may have against Subtenant pursuant to the Lease, or in law or equity for violation of the Lease or otherwise, including, without limitation, the right to enjoin or otherwise restrain any violation of the Lease by Subtenant. Landlord may at any time enforce the Lease against Tenant, Subtenant, or both.

6. SUBORDINATION TO LEASE

The Sublease is, in all respects, subordinate and subject to the Lease, as the same may be amended. Furthermore, in the case

(continued on p. 4)

SUBLET CONSENT (continued)

of any conflict between the provisions of this Sublet Consent or the Lease and the provisions of the Sublease, the provisions of this Sublet Consent or the Lease, as the case may be, shall prevail unaffected by the Sublease.

7. EXCESS RENT AND SUBLEASE CHARGES

Notwithstanding anything to the contrary herein, Tenant acknowledges and agrees that it will promptly pay to Landlord throughout the Lease Term any excess Rent owed to Landlord as required under Clause *[insert # of sublet profit sharing clause]* of the Lease, and otherwise comply with the provisions of such Clause and any other Clause of the Lease which may be relevant to the Sublease. Without limiting the generality of the foregoing, Tenant specifically agrees to pay all of Landlord's costs, charges, and expenses, including reasonable attorney's fees as provided in Clause *[insert # of assignment and subletting clause]* of the Lease, incurred in connection with the Sublease and this Sublet Consent upon submission of bills therefor. Any failure to pay such excess Rent or charges upon demand shall be a default under the Lease.

8. TERMINATION OF LEASE

If at any time prior to the expiration or termination of the Sublease, the Lease shall expire or terminate for any reason (or Tenant's right to possession shall terminate without termination of the Lease), the Sublease shall simultaneously expire or terminate. However, Subtenant agrees, at the election and upon the written demand of Landlord, and not otherwise, to attorn to Landlord for the remainder of the term of the Sublease, such attornment to be upon all of the terms and conditions of the Lease, with such reasonable modifications as Landlord may require, except that the Minimum Rent set forth in the Sublease shall be substituted for the Minimum Rent set forth in the Lease and the computation of Additional Rent as provided in the Lease shall be modified as set forth in the Sublease.

The foregoing provisions of this Paragraph shall apply notwithstanding that, as a matter of law, the Sublease may otherwise terminate upon the termination of the Lease and shall be self-operative upon such written demand of the Landlord, and no further instrument shall be required to give effect to said provisions; provided, however, Subtenant agrees to execute an attornment agreement, in form and substance acceptable to Landlord, pursuant to which Subtenant confirms that all obligations owed to Tenant under the Sublease shall become obligations owed to Landlord for the balance of the term of the Sublease.

9. SERVICES

Tenant and Subtenant hereby agree that Landlord may furnish to the Sublet Premises services requested by Subtenant other than or in addition to those to be provided under the Lease, and bill the Subtenant directly for such services for the convenience of and without notice to Tenant. Subtenant hereby agrees to pay to Landlord all amounts that may become due for such services on the due dates therefor. If Subtenant shall fail to make such payment, Tenant agrees to pay such amounts to Landlord upon demand as Additional Rent under the Lease, and

the failure to pay the same upon demand shall be a default under the Lease.

10. NO PRIVITY

Notwithstanding anything to the contrary in this Sublet Consent, in no event shall Landlord be deemed to be in privity of contract with Subtenant or owe any obligation or duty to Subtenant under the Lease or otherwise, any duties of Landlord under the Lease or required by law being in favor of, for the benefit of, and enforceable solely by Tenant.

11. NOTICES

Subtenant agrees to promptly deliver a copy to Landlord of all notices of default and all other notices sent to Tenant under the Sublease, and Tenant agrees to promptly deliver a copy to Landlord of all such notices sent to Subtenant under the Sublease. All copies of any such notices shall be delivered personally or sent either by recognized national overnight courier service or by United States registered or certified mail, postage prepaid, return receipt requested, to *[insert name and address of owner or managing agent]*, with a copy to *[insert name and address of owner's attorney]*, or to such other place or persons as Landlord or its agent may from time to time designate.

12. REAL ESTATE BROKERS

Tenant and Subtenant jointly and severally agree to indemnify and hold Landlord harmless from all loss, costs (including, without limitation, reasonable attorney's fees), damages, and expenses arising from any claims or demands of any broker or finder for any commission or fee due or alleged to be due in connection with the Sublease or this Sublet Consent.

13. CONSENT CONDITIONED; PARTIES BOUND

Tenant and Subtenant understand that Landlord has agreed to consent to the sublet of the Sublet Premises to Subtenant, and to execute this Sublet Consent, conditioned upon Tenant's and Subtenant's express acknowledgment of and agreement to be bound by all of the terms and conditions hereof. By executing this Sublet Consent, Tenant and Subtenant hereby acknowledge and agree to be bound by all of the terms and conditions of this Sublet Consent.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Sublet Consent as of *[insert date]*.

Landlord: _____

Tenant: _____

Subtenant: _____

GUARANTOR'S ACKNOWLEDGMENT

The undersigned Guarantor acknowledges that he or she has read this Sublet Consent and agrees to be bound by its terms.

Guarantor: _____