

Exhibit E

Agreement of Consent to Sublease and Assignment

This agreement of Consent to Sublease (“Agreement”) made as of this ____ day of _____ 20__ by and between

_____, having an office at _____, referred to herein as the “Prime Landlord,”

-and-

_____, having an office at _____, referred to herein as the “Sublandlord,”

-and-

_____, having an office at _____, referred to herein as the “Subtenant.”

Background

A. The Prime Landlord, as landlord, entered into a Lease Agreement, dated _____, with the Sublandlord, as tenant for certain premises more particularly described in the Master Lease (the “Demises Premises”).

B. Under Section ____ of the Master Lease, the Sublandlord, as tenant, has the right to sublease all or a part of the Demised Premises upon the prior written consent of Prime Landlord.

C. The Sublandlord has requested that the Prime Landlord consent to the sublease (the “Sublease”) of a portion of the Demised Premises (the “Subleased Premises”), consisting of _____ of the building located on that certain real property situated in the County of _____, State of New Jersey, commonly known as _____ and more particularly described on **Schedule A** annexed hereto and incorporated herein by reference as if set forth at length, to the Subtenant.

D. The Prime Landlord has agreed to provide its consent, but only upon the terms, conditions and covenants set forth in this Agreement.

Now, therefore, in consideration of the premises and the mutual covenants set forth in this Agreement, the receipt and sufficiency of which are acknowledged by the parties, it is agreed as follows:

CONSENT

1. **Background.** The Background section of this Agreement is incorporated herein by reference as if set forth at length.

2. **Consent to Sublease.** The Prime Landlord hereby consents to the Sublease by the Sublandlord to the Subtenant of all of the Sublessor’s right, title and interest in and to the Subleased Premises, but only upon the terms, conditions and covenants set forth in this Agreement.

3. **Representations of Sublandlord and Subtenant.** The Sublandlord and the Subtenant each represents and warrants to the Prime Landlord that:

(a) **Sublease Premises.** The Subleased Premises is the only portion of the Demised Premises that is being sublet by the Sublandlord to the Subtenant.

(b) **Use.** The Subtenant will use the Sublease Premises only as and for

_____.

(c) **No Relation.** The Sublandlord and the Subtenant are unrelated, unaffiliated parties with no common ownership interest.

(d) **Consideration.** Neither the Subtenant nor any person or entity related to Subtenant has agreed to pay any monies to the Sublandlord or any person or entity related to the Sublandlord for improvements, equipment, fixtures or otherwise, including, without limitation, as part of the consideration contained in any Asset Purchase Agreement between any of the foregoing parties or any other agreement between any of the foregoing parties.

4. **Effect on Prime Landlord.** Nothing in this Agreement shall be deemed (a) to operate as a representation or warranty by the Prime Landlord and the Prime Landlord shall not be bound or estopped in any way by the provisions of the Sublease, or (b) modify, waive or affect (i) any of the terms, covenants or conditions in the Master Lease, (ii) any of the Prime Landlord's rights against anyone liable for performance under the Master Lease, (iii) any of the Sublandlord's obligations, as tenant, under the Master Lease, (iv) any rights or remedies of the Prime Landlord under the Master Lease, (v) enlarge or increase the Prime Landlord's obligations or the Sublandlord's rights under the Master Lease, (vi) waive any present or future defaults on the part of the Sublandlord under the Master Lease, or (vii) construe the Prime Landlord as a party to the Sublease.

5. **Master Lease in Full Force and Effect.** All of the terms, conditions and covenants of the Master Lease are declared to be in full force and effect.

6. **Condition Precedent.** As a condition precedent to the Prime Landlord's execution and delivery of this Agreement: (a) the Sublandlord shall execute and deliver to the Prime Landlord the Assignment of Sublease annexed hereto as **Schedule B** and incorporated herein by reference (the "Assignment of Sublease"), as security for the Sublandlord's payment and performance of all terms, conditions and covenants to be performed by the Sublandlord, as tenant, under the Master Lease; and (b) the Sublandlord shall pay to Prime Landlord the attorney's fees required to be paid by the Sublandlord pursuant to Section ___ of the Master Lease in connection with the request of the Sublandlord for the Prime Landlord's consent to the Sublease.

7. **Acknowledgement of Assignment.** The Subtenant acknowledges that contemporaneously with the execution and delivery of the Sublease, there has been an assignment of the Sublease by the Sublandlord, as assignor, to the Prime Landlord, as assignee, and that in the event that the Prime Landlord exercises its rights as assignee under the Assignment of Sublease the following terms shall apply: (a) the Prime Landlord shall have the right, but not the obligation, to take over all of the right, title and interest of the Sublandlord under the Sublease, and (b) the Subtenant shall, at the Prime Landlord's option, attorn to the Prime Landlord pursuant to the then executory provisions of the Sublease, except that the Prime Landlord shall not be (i) liable for any previous act or omission of the Sublandlord under the Sublease, (ii) subject to any credit, offset, claim, counterclaim, demand or defense which the Subtenant may have against the Sublandlord, or responsible for any monies owing by the Sublandlord to the Subtenant, (iii) bound by any previous prepayment by the Subtenant of more than one (1) month's rent, (iv) bound by any previous modification of the Sublease made without the Prime Landlord's written consent,

(v) bound by any covenant to undertake or complete any construction in the Subleased Premises or any part thereof, (vi) required to account for any security deposit of the Subtenant other than a security deposit actually delivered to the Prime Landlord by the Sublandlord, or (vii) required to remove any person occupying the Subleased Premises or any part thereof.

ESTOPPEL

1. **Estoppel by the Prime Landlord.** The Prime Landlord, without the benefit of any inspection or investigation, and reserving any rights with respect to any default that would be revealed by such an inspection or investigation, hereby confirms that to the actual knowledge of the Prime Landlord (defined to mean the actual knowledge of _____), that as of the date executed by the Prime Landlord below:

(a) **Rent.** The Sublandlord, as tenant, is current with respect to any and all obligations and covenants, monetary or otherwise, under the Master Lease;

(b) **No Defaults.** There are no outstanding defaults under the Master Lease or any outstanding default notices to or from the Sublandlord; and

(c) **No Event of Default.** No event has occurred which with the passage of time or giving of notice, or both, would result in a default by either party to the Master Lease.

2. **Estoppel by Sublandlord:** The Sublandlord hereby confirms that:

(a) **Obligations.** All obligations and conditions under the Master Lease to be performed to date by the Prime Landlord have been satisfied and performed;

(b) **No Defaults.** There are no outstanding defaults of the Prime Landlord under the Master Lease or any outstanding default notices to the Prime Landlord;

(c) **No Event of Default.** No event has occurred which with the passage of time or giving of notice, or both, would result in a default by either party to the Master Lease; and

(d) **No Defenses.** The Sublandlord has no current defenses or claims against the Prime Landlord or rights of offset against any rents payable to the Prime Landlord under the Master Lease or otherwise.

GENERAL PROVISIONS

1. **General Agreements.** The parties agree as follows:

(a) **No Assignment.** Neither this Agreement nor the consent of the Prime Landlord pursuant to this Agreement is assignable.

(b) **Subordination of Sublease.** The Sublease shall at all times be subject and subordinate to the Master Lease and any and all terms, covenants and conditions of the Master Lease.

(c) **No Discharge from Liability.** Neither the Sublease nor this Agreement shall release or discharge the Sublandlord from any liability under the Master Lease.

(d) **Continuing Responsibility.** The Sublandlord shall remain liable and responsible for full performance and observance of the terms, covenants and conditions set forth in the Master Lease on the part of the Sublandlord to be performed and observed. Any breach or violation of any provisions of the Master Lease by the Subtenant shall be a default by the Sublandlord, as tenant, under the Master Lease.

(e) **No Consent for the Future.** This Agreement shall not be construed as a consent to any further subletting or assignment of any interest in the Master Lease or the Sublease, either by the Sublandlord or the Subtenant. The Sublease may not be assigned, renewed or extended, nor shall the Demised Premises or the Subleased Premises, or any part of it, be further sublet without the prior written consent of the Prime Landlord in each instance.

(f) **Notice.** All notices required or permitted by this Agreement shall be in writing and shall be delivered (i) personally, (ii) by certified mail, return receipt requested, or (iii) by overnight delivery by a nationally recognized courier, addressed as follows:

As to Prime Landlord:

Attention: _____

with a copy at the same time to:

Attention: _____

As to Sublandlord:

Attention: _____

with a copy at the same time to:

Attention: _____

As to Subtenant:

Attention: _____

with a copy at the same time to:

Attention: _____

Any party may, by notice given in the same manner set forth above, designate a different address to which subsequent notices shall be sent. Notice shall be deemed given (i) when received, if delivered personally, (ii) the earlier of receipt or three (3) business days after mailing, if sent by certified mail, return receipt requested, or (iii) the next business day after mailing if sent by overnight delivery. Notice may be given by counsel for any party, in which event such notice shall be as effective as if sent by the party itself.

2. **Governing Law.** This Agreement shall be governed by the laws of the State of New Jersey. The parties acknowledge that this Agreement has been executed and delivered, and is intended to be performed in the State of New Jersey, and the parties submit to the jurisdiction of the courts of the State of New Jersey.

3. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties. No change, addition or modification to this Agreement shall be effective unless signed in writing by the parties.

4. **Miscellaneous.** In all references in this Agreement to any parties, persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of this Agreement may require.

5. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties, their legal representatives, successors and permitted assigns, as the case may be.

6. **Counterparts.** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original.

7. **No Recording.** Neither this Agreement nor a memorandum of this Agreement shall be recorded by the Sublandlord or Subtenant.

8. **Bankruptcy.** The Sublease shall automatically terminate upon the termination of the Prime Lease or the rejection of the Prime Lease in bankruptcy.

Signed and sealed by the parties.

Witness:

Witness:

Witness:

Prime Landlord:

By:

Name:

Title:

Date:

Sublandlord:

By:

Name:

Title:

Date:

Subtenant:

By:

Name:

Title:

Date:

Schedule A

Description of Subleased Premises

Schedule B

Assignment of Sublease

This Assignment of Sublease (“Assignment”) made as of this ____ day of _____
20__ by and between

_____, having an office at
_____, referred to herein as the “Assignor,”

-and-

_____, having an office at
_____, referred to herein as the “Assignee.”

Background

A. Whereas the Assignor is the tenant under a certain Lease Agreement, dated _____, 20__, (the ”Lease Agreement”), made with the Assignee, as landlord, for a certain portion of the property commonly known and designated as _____, _____ of _____, County of _____ and State of New Jersey and more particularly described in the Lease Agreement (the “Demised Premises”); and

B. Whereas, the Assignor, as sublandlord, has entered into a sublease agreement (the “Sublease Agreement”), subleasing a portion of the Demised Premises to _____; and

C. Whereas, as a condition to the Assignee consenting to the Sublease Agreement, Assignor is required to assign the Sublease Agreement to the Assignee as security for the Assignor’s payment and performance of all terms, conditions and covenants under the Lease Agreement;

Now, therefore, in consideration of the premises and the mutual covenants set forth in this Assignment, the receipt and sufficiency of which are acknowledged by the parties, it is agreed as follows:

Agreement

1. **Assignment**. As security for the Assignor's payment and performance of all terms, conditions and covenants under the Lease Agreement, the Assignor hereby presently, absolutely and unconditionally, assigns to Assignee, all of the Assignor's right, title and interest, as sublandlord, in and to the Sublease Agreement, including, without limitation:

(a) All rents and additional rents due or to become due thereunder;

(b) All guarantees, whether now or hereafter made, of the obligations of the subtenant under the Sublease Agreement, and all security deposits and other security given to secure payment or performance under the Sublease Agreement;

(c) Any and all proceeds of the foregoing; and

(d) The right to exercise all other rights, options and privileges extended to the Assignor, as sublandlord under the Sublease Agreement.

2. **Prior Written Consent**. The Assignor shall not, without the prior written consent of the Assignee:

(a) Cancel the Sublease Agreement;

(b) Reduce the rent under the Sublease Agreement;

(c) Modify the Sublease Agreement, orally or in writing;

(d) Grant any concession in connection with the Sublease Agreement; or

(e) Collect or accept any rent or additional rent under the Sublease Agreement

more than 30 days in advance of its due date.

3. **Assignor's Compliance With Sublease.** The Assignor shall comply with all the terms, conditions, and covenants imposed upon the Assignor, as sublandlord, under the Sublease Agreement.

4. **Assignor's Right to Rents.** Until the Assignor defaults in the performance of the covenants contained in this assignment, or defaults beyond any applicable notice, grace or cure period under the Lease Agreement, the Assignor shall have a license to receive, collect and enjoy the rents, issues and profits accruing to the Assignor under the Sublease Agreement. The license provided to the Assignor to receive, collect, and enjoy the rents, issues and profits may be revoked immediately by the Assignee upon any such default by the Assignor.

5. **Default.** In the event of any default beyond any applicable notice, grace or cure period by the Assignor under the Lease Agreement, then in addition to any other rights and remedies available to the Assignee under the Lease Agreement, at law or in equity, the Assignee shall have the right, without the obligation, to collect directly from the subtenant, all rents or additional rent due and owing from the subtenant to the Assignor, as the sublandlord, and to apply any such rent and/or additional rent against sums due to the Assignee by the Assignor as tenant under the Lease Agreement, in any order as the Assignee shall determine. Such collection of any such rent or additional rent from the subtenant shall not be deemed a waiver of any rights and remedies of the Assignee against the Assignor as tenant under the Lease Agreement or constitute a novation or release of the Assignor, as tenant, from the further performance of its obligations under the Lease Agreement.

6. **Benefit.** All the terms, conditions and covenants of this Assignment shall be binding upon and inure to the benefit of the parties, their legal representatives, successors and assigns.

7. **Captions.** Paragraph headings contained in this Assignment are for reference purposes only and shall not in any way affect the meaning or interpretation of this Assignment.

8. **WAIVER OF TRIAL BY JURY.** THE ASSIGNOR WAIVES TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON THIS ASSIGNMENT.

9. **Miscellaneous.** In all references to any parties, persons, entities or corporation, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of this Assignment may require.

Signed and sealed by Assignor.

10. **Governing Law.** This Assignment shall be governed by the laws of the State of New Jersey. The parties acknowledge that this Assignment has been executed and delivered, and is intended to be performed in the State of New Jersey, and the parties submit to the jurisdiction of the courts of the State of New Jersey.

11. **Counterparts.** This Assignment may be signed in one or more counterparts, each of which shall be deemed an original.

12. **Entire Agreement.** This Assignment constitutes the entire agreement between the parties with respect to the subject matter hereof. No change, addition or modification to this Assignment shall be effective unless signed in writing by the parties.

Witness:

Assignor:

By:

Name:

Title:

Date: