

Exhibit F

**Assignment and Assumption of Lease
Agreement and Landlord's Consent**

This Assignment and Assumption of Lease Agreement and Landlord's Consent (the "Agreement"), is made as of this _____ day of _____, 20____, between,

_____, maintaining an office at _____, referred to as the "Landlord,"

-and-

_____, maintaining an office at _____, referred to as the "Assignor,"

-and-

_____, maintaining an office at _____, referred to as the "Assignee."

Background

A. The Landlord and the Assignor, as tenant, entered into a written lease agreement dated _____, 20____ (the "Lease"), covering the premises located at _____, _____ of _____, County of _____, and State of New Jersey, as such premises are more particularly described in the Lease (the "Demised Premises").

B. A true and complete copy of the Lease is annexed to and made a part of this Agreement as **Schedule A**.

C. The Assignor wishes to assign the Lease to the Assignee and the Assignee desires to assume the Lease from the Assignor.

D. The Landlord is willing to consent to the assignment and assumption of the Lease, but only upon the terms and conditions 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:

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

2. **Defined Terms.** For purposes of this Agreement, the terms used in this Agreement as defined terms which are not herein defined shall have the meaning ascribed to such terms in the Lease.

3. **Assignment.** The Assignor assigns, transfers and sets over unto the Assignee all of the Assignor's right, title and interest in and to the Lease, including, without limitation, any and all of the Assignor's right, title and interest in and to the Security Deposit referenced in Section _____ of the Lease and the Assignor releases any and all claims to the Security Deposit. The Security Deposit shall be maintained pursuant to the provisions of the Lease.

4. **Assumption.** The Assignee assumes the obligation of the Assignor for the full and punctual payment and performance of all of the terms, conditions and covenants of the Lease on the Assignor's part as tenant thereunder to be paid and performed, including, but not limited to, the payment of Base Rent, Additional Rent and any other charges or sums required of the tenant to be paid under the Lease.

5. **Consent to Assignment.** Subject to the terms, covenants and conditions of this Agreement, the Landlord consents to the assignment by the Assignor to the Assignee of all of the Assignor's right, title and interest in and to the Lease. The Landlord's consent may not be assigned.

6. **Condition of Premises.** No representations or warranties have been made by the Landlord to the Assignee regarding the condition of the Demised Premises. The Assignee represents, warrants and acknowledges that the Assignee is not relying upon any representation or warranty by the Landlord in entering into this Agreement.

7. **Lease in Full Force.** Except as expressly provided in this Agreement, all of the terms, conditions and covenants of the Lease shall remain in full force and effect and nothing in this Agreement shall be deemed to: (a) modify, waive or affect any of the terms, conditions or covenants of the Lease; (b) waive any breach of the Lease; (c) waive any of the Landlord's rights against any one liable for performance under the Lease; or (d) enlarge Landlord's obligations under the Lease.

8. **No Defaults or Claims.** The Assignor and the Assignee hereby certify and agree that: (a) the Landlord is not in default under any of the terms of the Lease; (b) all obligations and conditions under the Lease to be performed to date by the Landlord have been satisfied; (c) no event has occurred which with the passage of time or the giving of notice, or both, would constitute an event of default by the Landlord under the Lease; and (d) the Assignor and the Assignee have no current defenses or claims against the Landlord or rights of offset against any Base Rent, Additional Rent, or other charges payable under the Lease, or otherwise. The Landlord hereby certifies, without the benefit of any inspection or investigation, and reserves any rights with respect to any default that would be revealed by such an inspection or investigation, that to its actual knowledge (defined to mean the actual knowledge of _____) that as of the date

executed by Landlord below: (a) the Assignor, as tenant, is not in default under any of the terms of the Lease; (b) all obligations and conditions under the Lease to be performed to date by the Assignor, as tenant, have been satisfied; and (c) no event has occurred which with the passage of time or the giving of notice, or both, would constitute an event of default by the Assignor, as tenant, under the Lease.

9. **Assignor and Assignee Liable**. The Assignor and the Assignee shall each be primarily liable, jointly and severally, for the due and punctual payment, performance and observance of all of the terms, conditions and covenants of the Lease on the tenant's part to be performed, including, but not limited to, the payment of Base Rent, Additional Rent and any other charges or sums required under the Lease of the tenant.

10. **Limitation of Consent of Landlord**. The Landlord's consent to the assignment shall not be deemed to be a consent to any other assignment of the Lease or any subletting of all or part of the Premises. The Landlord shall not be deemed a party to the assignment and assumption between the Assignor and the Assignee.

11. **Indemnification**. The Assignor and the Assignee shall jointly and severally indemnify, defend and save the Landlord harmless from and against any claims, suits, or damages (including, without limitation, reasonable attorney's fees) which may be asserted against the Landlord for brokerage commissions and/or similar commissions or fees in connection with this Agreement or otherwise in connection with the assignment.

12. **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.

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

14. **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.

15. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, executors, administrators, personal or legal representatives, successors and permitted assigns, as the case may be.

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

17. **Legal Fees.** The Assignor and the Assignee acknowledged that pursuant to Section _____ of the Lease, the Assignor is obligated to pay the Landlord's attorney fees incurred by the Landlord in connection with this Agreement contemporaneously with the Assignor's execution and delivery of this Agreement, satisfaction of which is a condition precedent to the effectiveness of the Landlord's consent herein granted.

18. **Authority.** The parties signing this Agreement individually represent and warrant that they have the authority to sign this Agreement on behalf of the party for whom they are executing this Agreement and to bind such party to this Agreement.

Signed and sealed by the parties.

Witness:

Landlord:

By:

Name:

Title:

Date:

Witness:

Assignor:

By:

Name:

Title:

Date:

Witness:

Assignee:

By:

Name:

Title:

Date:

Schedule A