

## CONSENT OF LANDLORD

### (to Sublease)

Subject to the conditions set forth herein, \_\_\_\_\_, L.P. , a Texas limited partnership ("Landlord") hereby consents to the attached sublease agreement dated \_\_\_\_\_ by and between \_\_\_\_\_, a Delaware corporation ("Tenant") and \_\_\_\_\_, a Texas S corporation ("Subtenant") and all its terms (the "Sublease Agreement"), for the sublease of that certain \_\_\_\_\_ RSF of space as more fully defined in the Sublease Agreement. This Consent does not release or discharge Tenant from any obligations or liability as Tenant under that certain lease dated \_\_\_\_\_ [as amended thereafter by that certain First Amendment to Lease dated \_\_\_\_\_], and as amended by that certain Second Amendment to Lease dated \_\_\_\_\_,] (hereinafter collectively the "Lease"). All capitalized terms set forth below and not otherwise defined herein shall have the meanings set forth in the Lease. This consent is granted by Landlord subject to the following terms and conditions:

1. Subtenant shall not assign the Sublease Agreement nor sublet the premises described in the Sublease Agreement (the Sublease Premises) in whole or part; and shall not permit Sublessee's interest in the Sublease Agreement to be vested in any third party by operation or law or otherwise.
1. This consent shall not be deemed to be a consent to any subsequent assignment or subletting. Tenant shall not make any subsequent amendment to the Sublease Agreement without Landlord's prior written consent, which shall not be unreasonably withheld. Landlord shall not be deemed to have waived any rights under the Lease by virtue of this Consent.
1. The Lease shall remain in full force and effect according to its terms. Lessee shall remain primarily obligated to perform all terms and conditions of the Lease. Subtenant shall remain obligated to perform all obligations under the Sublease Agreement.
1. The Sublease Agreement is in all respects subordinate to the terms of the Lease. Insofar as the specific terms of the Sublease Agreement purport to amend or modify or are in conflict with the specific terms of the Lease, the terms of the Lease shall control, and such Lease terms shall apply in all respects to Subtenant, except that Subtenant's obligation to pay rent to Tenant shall be determined by the Sublease Agreement. Landlord assumes no liability whatsoever on account of anything contained in the Sublease Agreement.
1. Any rights under the Sublease Agreement may be enforced by Subtenant only against Tenant, and Subtenant shall have no right to enforce any of Tenant's rights under the Lease against Landlord by virtue of the Sublease Agreement, this consent, or otherwise.

1. Notwithstanding the subletting allowed herewith, Tenant shall at all times remain fully responsible and liable for the payment of the Rent herein specified and for compliance with all of Tenant other obligations under the Lease. If an event of Default defined in the Lease should occur while the Sublease Premises or any part thereof are then sublet, Landlord, in addition to any other remedies herein provided or provided by law, may at its option collect directly from Subtenant all rents becoming due to Tenant under the Sublease Agreement and apply such rent against any sums due to Landlord by Tenant hereunder and Subtenant hereby authorizes and directs Subtenant to make such payments of rent direct to Landlord upon receipt of notice from Landlord.

IN WITNESS WHEREOF, the undersigned has executed this Consent of Landlord as of this \_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_, a Texas limited partnership

By: \_\_\_\_\_, a Texas corporation

its general partner

By: \_\_\_\_\_

\_\_\_\_\_, President