

EXHIBIT "B"

CONSENT AND AGREEMENT

For purposes of this Consent and Agreement the following terms shall have the meanings set forth hereinbelow:

Lease: That certain lease agreement, dated _____, between Landlord and Sublandlord concerning the Premises.

Premises: Those certain premises located at _____, as more particularly described in the Lease.

Landlord: _____.

Sublease: That certain Sublease Agreement, dated _____, 200____, between Sublandlord and Subtenant concerning certain premises more particularly described therein.

Subleased Premises: That certain portion of the Premises leased by Subtenant from Sublandlord more particularly described in the Sublease.

Subtenant: _____.

Sublandlord: _____.

Landlord does hereby consent to the subleasing of the Subleased Premises by Sublandlord to Subtenant pursuant to and in accordance with the provisions of the Sublease; provided, however, such consent shall not release Sublandlord from the full and faithful performance by Sublandlord of all the terms, conditions and agreements contained in the Lease and shall not be deemed a waiver or release of any of Sublandlord's covenants, liabilities and obligations to Landlord under the Lease; and, provided further, that upon a default by Sublandlord in the payment of any base rental, additional rent or other amounts due under the Lease, or upon any other default by Sublandlord under the Lease, Landlord shall have, in addition to its other rights and remedies under the Lease, the right to collect and receive from Subtenant, upon written demand from Landlord to Sublandlord and Subtenant at the addresses for notices set forth in the Sublease, any rental due and payable under the Sublease by Subtenant to Sublandlord. Any such sums so collected and received shall be applied by Landlord to any amounts due from Sublandlord under the Lease in such order as Landlord elects, and, in furtherance of the foregoing, Sublandlord hereby assigns to Landlord the rent and other sums due from Subtenant and hereby authorizes and directs Subtenant to pay such rent directly to Landlord, provided, however, that until the occurrence of a default under the Lease, Sublandlord shall have the license to continue collecting such rent from Subtenant; and, provided further, it is agreed that for all purposes Landlord is not a party to the Sublease. Sublandlord and Subtenant acknowledge and agree that the Sublease is subject and subordinate to the terms and conditions of the Lease. Upon default by Sublandlord under the Lease and the subsequent termination of the Lease by Landlord, Subtenant shall be bound, at the option of Landlord, under the terms and conditions of the Sublease with the same force and effect as if Landlord were the original lessor, and Subtenant agrees to execute any attornment agreement requested by Landlord not in conflict herewith. The consent by Landlord to the Sublease shall not be deemed an approval of any future assignment of the Lease or the Sublease or any subsequent subletting of the Subleased Premises or any portion thereof; any such future assignment or subletting shall be made subject to Landlord's prior written consent, which consent may be withheld in Landlord's sole discretion, and any such assignment or subletting without the written consent of Landlord shall be null and void. No assignment of the Lease or Sublease and no subletting of the Subleased Premises or any portion thereof shall release Sublandlord from any of its covenants, liabilities or obligations to Landlord under the Lease. By consenting to the Sublease, Landlord in no way agrees to perform or to be obligated to perform any services for the benefit of Subtenant under the Sublease, but Landlord shall continue to provide services to the Subleased Premises (as part of the Premises) in accordance with the terms and conditions of the Lease. Subtenant shall have no rights or claims against Landlord, but shall instead look solely to Sublandlord for any such claims. This Consent and Agreement shall not be deemed to create any contractual or other relationship between Landlord and Subtenant. Any and all options, including without limitation, expansion options, renewal options and rights of first refusal or negotiation, granted pursuant to the Lease are not assignable and shall be null and void and of no further force or effect on and after the effective date of the Sublease. Sublandlord and Subtenant agree by their acceptance of this Consent and Agreement (a) that the Sublease shall not be amended or modified without the prior written consent of Landlord, (b) that the Lease remains in full force and effect without modification and is binding on Sublandlord, as lessee thereunder,

and Sublandlord hereby ratifies and affirms the same and (c) to indemnify and hold Landlord harmless from any and all brokers who may claim a commission or any other payment with respect to the Sublease. This Consent and Agreement does not constitute recognition of any deviations, alterations or substitutions from the terms and conditions of the Lease. In the event Subtenant desires to install alterations, additions or improvements to the Demised Premises, Subtenant will (a) obtain Landlord's approval of the contractor(s) who will perform the work (if Tenant is permitted to select a contractor per the terms of the Lease), otherwise Landlord will perform the work, (b) Landlord must approve the plans for the proposed work, and (c) Subtenant will pay Landlord a construction management fee in the amount of five percent (5%) of the cost of the work.

IN WITNESS WHEREOF, the undersigned Landlord has executed this Consent and Agreement under seal this _____ day of _____, 200_____.

"LANDLORD":

By: _____

Title: _____

By: _____

Title: _____

[SEAL]

The terms of the foregoing Consent and Agreement are hereby acknowledged and agreed to this day of _____, 200_____.

"SUBLANDLORD":

By: _____

Title: _____

By: _____

Title: _____

[SEAL]

"SUBTENANT":

By: _____

Title: _____

By: _____

Title: _____