

Exhibit B

Right to Transfer with Consent

(a) Tenant shall not, in whole or in part, “Transfer” (as defined below) this Lease, any interest in this Lease, or any interest in the leasehold estate granted by this Lease.

(b) For purposes of this Lease, “Transfer” shall mean: (i) an assignment of this Lease, including, without limitation, an assignment by operation of law; (ii) a sublease; (iii) a pledge of this Lease; (iv) a mortgage of the leasehold estate; (v) an imposition of a lien or other encumbrance on Tenant’s interest in this Lease (regardless of whether voluntary or not); (vi) an arrangement (including, without limitation, a management agreement, a license agreement, a franchise agreement or a concession agreement) that provides for use or occupancy of any part or all of the Demised Premises by anyone other than Tenant; (vii) a transfer of voting control of Tenant, creation of a voting trust for any of the shares of Tenant, recapitalization of Tenant or sale or other transfer of any interest in Tenant (including, without limitation, by merger, consolidation or, if Tenant is a corporation, by stock redemption); (viii) a conversion of Tenant from its present form of entity to any other form of entity; and (ix) allowing any one other than Tenant to use or occupy the Demised Premises. In the event of a Transfer in violation of this clause, Tenant shall be deemed in Default under this Lease, without the need for any further notice or opportunity to cure, and such Transfer shall be deemed void *ab initio*.

(c) Notwithstanding the provisions of subparagraph (a) above the contrary, provided (W) there shall not have been a Default under this Lease, (X) this Lease shall then be in full force and effect, without any outstanding notice of a failure to pay or perform, (Y) neither the proposed assignee (nor any affiliate of the proposed assignee) is then a tenant of Landlord (or any affiliate of Landlord) either at the Property or any property owned or managed by Landlord or any affiliate of Landlord and (Z) Tenant pays to Landlord contemporaneously with the written request of Tenant for consent, a non-refundable administrative fee of \$1,500 to defray the administrative costs that Landlord may incur in considering Tenant’s request for consent and within five (5) days of demand reimburses Landlord for all legal fees that Landlord incurs in connection with the request for consent and related transaction regardless of whether consent is given or the related transaction comes to fruition, Lessee shall have the right, upon prior written notice to and prior written consent of Landlord, not to be unreasonably withheld, to assign this Lease, or sublet all or a portion of the Demised Premises.

(d) Any request for consent shall be in writing and shall include, at a minimum the following information, together with such other information as Landlord shall reasonably request: (i) the name, address, ownership and contact individual for the proposed assignee/sublessee; (ii) information concerning other locations of operation of the business of the proposed assignee/sublessee; (iii) a detailed statement of business operations, including hours of operation and nature of products/substances handled or stored; (iv) whether any products/substances handled or stored are hazardous or flammable; (v) whether the proposed assignee/sublessee is a governmental authority or agency; (vi) a copy of the past three (3) years financial statements of the proposed assignee/sublessee; (vii) banking references of the proposed assignee/sublessee; (viii) a detailed disclosure of the proposed assignee’s/sublessee’s business experience in general and in particular

in the area of intended operations; and (ix) a detailed disclosure of the financial terms of the assignment or sublease, as the case may be, and a copy of the assignment and assumption agreement or a copy of the sublease, as the case may be.

(e) In determining whether to grant or withhold its consent, Landlord may consider in its judgment a number of factors, including, without limitation, the following: (i) whether the proposed assignee/sublessee has adequate financial strength and experience; (ii) whether the proposed assignee's/sublessee's business operations are of comparable quality to the business operations of Tenant and are consistent with the character of the Property; (iii) whether the proposed assignee's/sublessee's use is consistent with the use clause of this Lease or would otherwise place Landlord in default of any other lease for the Property; (iv) whether the proposed assignee's/sublessee's use will trigger the applicability of the Industrial Site Recovery Act, 13:1K-6 et seq., and the regulations promulgated thereunder or will otherwise involve the use, handling, storage or disposal of hazardous substances or flammable substances; (v) whether the proposed assignee's/sublessee's business/operations will increase the cost of Building operations (e.g., HVAC demand/security demand), trigger compliance with Law requirements and costs (e.g., ADA compliance), increase the cost of restoration of the Demised Premises, or increase traffic flow (pedestrian/vehicular); (vi) whether the proposed assignee/sublessee is a governmental authority or agency; (vii) whether the transaction will place Landlord in violation of any ground lease or mortgage provision (including, without limitation, triggering any non-recourse carve-out provision of any applicable mortgage); and (viii) in the event that this Lease is guaranteed, whether the guarantor's consent is granted for the proposed transaction and will continue for the remainder of the Lease term and any renewal thereof pursuant to the terms of this Lease.

(f) In the event that Landlord grants its written consent, such consent shall not be deemed a consent to any future assignment or sublease but shall only be deemed a consent to the particular transaction for which written consent was requested.

(g) In the event that Landlord does not grant its written consent to the proposed assignment or sublease, and Tenant believes that Landlord has unreasonably withheld its consent, then Tenant shall have as its exclusive remedy a right to bring an action for specific performance to compel Landlord to consent to the transaction. Landlord shall not oppose such action on the grounds that Tenant has an adequate remedy at law as Tenant hereby waives any right to damages, to terminate this Lease or to exercise any other remedy other than that of specific performance. The prevailing party in such action shall be entitled to reimbursement legal fees incurred in the prosecution or defense, as the case may be, of an action for specific performance.

(h) In the event that Landlord grants its written consent, in the event of an assignment, then prior to the effectiveness of the assignment, Tenant shall deliver to Landlord an original signed assignment and assumption agreement (in form and substance satisfactory to Landlord).

(i) In the event of an assignment, Tenant, together with the assignee, shall each be primarily liable, jointly and severally, for the full and timely payment of all sums due under this Lease and the full and timely performance of all terms, conditions and covenants to be performed by Tenant under this Lease.

(j) In the event of an assignment, and Landlord grants its consent thereto, then Tenant shall pay to Landlord fifty (50%) percent of any and all consideration due to Tenant from the proposed assignee over and above the remaining Base Rent due from Tenant under this Lease **[insert timing of payment]**, [and shall account to Landlord with respect thereto, from time to time, upon demand].

(k) In the event of a sublease, and Landlord grants its consent thereto, then Tenant shall pay to Landlord fifty (50%) percent of any and all consideration due to Tenant from the proposed sublessee over and above the remaining Base Rent due from Tenant under this Lease (which shall be determined on a proportionate basis if the sublease pertains to less than all of the Premises), **[insert timing of payment]**, [and shall account to Landlord with respect thereto, from time to time, upon demand].

(l) In lieu of granting its consent to a proposed assignment or sublease, at Landlord's option, Landlord may require Tenant to enter into a surrender and cancellation of this Lease which shall be in form and substance satisfactory to Landlord, and with respect to a sublease shall pertain only to the portion of the Demised Premises that is the subject of the sublease in the event that the sublease pertains to less than all of the Demised Premises.

(m) In the event of a sublease, and Landlord grants its consent thereto, then Tenant shall assign to Landlord the sublease (by way of an Assignment of Sublease Agreement, which shall be in form and substance satisfactory to Landlord) as further security for this Lease.

(n) In no event shall any assignment or sublease ever release any guarantor of this Lease from any obligations under such guaranty.

(o) In the event of a sublease, and Landlord grants its consent thereto, and thereafter Tenant defaults under this Lease, Tenant shall not raise as a defense in any action by Landlord for breach of this Lease, that Landlord failed to mitigate damages if Landlord does not continue to lease the Demised Premises to the subtenant either under the terms of the sublease or any other terms.