

**Exhibit D**

**Recognition Agreement**

This Recognition Agreement (“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 “Subtenant”.

**Background**

A. The Prime Landlord is the owner of the property (the “Property”) located in the \_\_\_\_\_ of \_\_\_\_\_, County of \_\_\_\_\_ and State of New Jersey, commonly known and designated as \_\_\_\_\_.

B. The Prime Landlord leased a portion of the Property (the “Demised Premises”) to \_\_\_\_\_ (the “Tenant”) under a certain Lease Agreement dated \_\_\_\_\_ (the “Lease”).

C. The Tenant has subleased \_\_\_\_\_ **[insert description of what has been subleased and term of sublease]** (the “Subleased Premises”) to the Subtenant pursuant to the terms of a Sublease Agreement dated \_\_\_\_\_ (the “Sublease”).

D. The Subtenant wishes to confirm that the Prime Landlord consents to the Sublease and the Subtenant’s right to continue in possession of the Subleased Premises pursuant to the Sublease in the event that the Tenant defaults under the Lease.

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

**Agreement**

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 confirms its consent to the Sublease in the form and containing the terms set forth in **Schedule A** annexed hereto and incorporated herein by reference as if set forth at length.

3. **Consent Cannot be Assigned.** This consent may not be assigned.

4. **Lease in Full Force.** Nothing in this Agreement shall be deemed to: modify, waive or affect any of the terms, conditions or covenants of the Lease; and all of the terms, conditions and covenants of the Lease are declared to be in full force and effect.

5. **Nondisturbance and Recognition of Subtenant.** In the event the Lease ends prior to the end of the term of the Sublease due to a default by the Tenant under the Lease, then the Sublease shall continue in full force and effect so long as the Subtenant is not in default thereunder, with the same force and effect as if the Sublease had been entered into by and between the Prime Landlord and the Subtenant. The provisions of this Agreement shall inure to the benefit of the Subtenant only and shall not pass to any successor or assignee.

6. **Attornment.**

(a) **Attornment.** From and after the termination of the Lease, the Subtenant shall attorn to the Prime Landlord and the Prime Landlord shall accept the attornment.

(b) **Rights of Prime Landlord.** From and after such attornment the Prime Landlord shall have all of the same rights and remedies against the Subtenant that the Tenant, as Sublandlord, had against the Subtenant under the Sublease just as if the Prime Landlord was a party to the Sublease. From and after such attornment, the Subtenant shall pay all rent and additional rent required to be paid by it under the Sublease directly to the Prime Landlord and shall comply with all of the terms and conditions of the Sublease in favor of and for the benefit of the Prime Landlord.

(c) **Rights of Subtenant.** From and after such attornment, the Prime Landlord shall adopt the Sublease as a direct lease between the Prime Landlord and the Subtenant such that the Subtenant shall have all rights to exercise all rights and remedies under the Sublease directly against the Prime Landlord.

7. **No Modification.** The Subtenant shall not amend, modify or terminate the Sublease without the prior written consent of the Prime Landlord, which the Prime Landlord may grant or withhold in its sole discretion. Any violation of this provision shall, at the option of the Prime Landlord be deemed void *ab initio* or shall permit the Prime Landlord to terminate this Agreement and deem this Agreement void *ab initio*.

8. **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.

9. **Entire Agreement.** This Agreement and the Sublease 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.

10. **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.

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

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

13. **Notice.** All notices required or permitted by this Agreement shall be in writing and shall be delivered (a) personally, (b) by certified mail, return receipt requested, or (c) 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 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.

SIGNATURES APPEAR ON NEXT PAGE

Signed and sealed by the parties.

Witness:

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Witness:

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Prime Landlord:

By:

Name:  
Title:  
Date:

Subtenant:

By:

Name:  
Title:  
Date:

**Schedule A**

**Sublease**