

SUBLEASE AGREEMENT

I. Recitals

This Sublease Agreement ("Sublease"), dated as of the _____ [DAY] day of _____ [MONTH], _____ [YEAR] (the "Effective Date"), is entered into between _____ [SUBLANDLORD NAME], having an address at _____ [ADDRESS] ("Sublandlord") and _____ [SUBTENANT NAME], having an address at _____ [ADDRESS] ("the Subtenant" and, together with the Sublandlord, collectively referred herein as the "Parties" or individually as a "Party").

WHEREAS, the Sublandlord is the tenant under that certain lease agreement dated _____ [DATE] [as amended by _____ [AMENDMENT(S)], dated as of _____ [DATE]] (as amended, and] as attached hereto as Exhibit _____ [LETTER], the "Primary Lease") with _____ [LANDLORD NAME] (" the Prime Landlord"); and WHEREAS, pursuant to the Primary Lease, the Sublandlord leased those certain premises ("Premises") more particularly described in the Primary Lease and located at _____ [STREET ADDRESS], _____ [CITY], _____ [STATE]; and WHEREAS, the Sublandlord desires to sublease _____ [all/a portion] of its premises leased under the Primary Lease to the Subtenant, and the Subtenant desires to sublease _____ [all/a portion] of the Sublandlord's premises from the Sublandlord, in accordance with the terms and conditions of this Sublease.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

II. Sublease

The Sublandlord hereby leases to the Subtenant, and the Subtenant hereby leases from the Sublandlord, the premises ("Subleased Premises") shown on Exhibit _____ [LETTER] attached to and made a part of this Sublease, located on _____ [STREET ADDRESS], _____ [CITY], _____ [STATE], and comprising _____ [the entire/a portion of the] Premises _____ [containing [NUMBER IN WORDS] ([NUMBER]) square feet].

III. Term

(a) The term of this Sublease ("Term") shall commence on the date which is the later to occur of: (i) _____ [DATE]; and (ii) the date on which the Prime Landlord Consent (hereinafter defined) is obtained ("Sublease Commencement Date"), and shall expire at midnight on _____ [DATE]

("Sublease Expiration Date"), unless sooner terminated or cancelled in accordance with the terms and conditions of this Sublease.

(b) The Subtenant shall not be entitled to exercise any options to extend or renew the term of the Primary Lease. These options are expressly retained by the Sublandlord and may be exercised or waived by the Sublandlord in its sole and absolute discretion.

(c) If for any reason the term of the Primary Lease is terminated prior to the Sublease Expiration Date, this Sublease shall terminate on the date of such termination and the Sublandlord shall not be liable to the Subtenant for such termination.

IV. Permitted Use

The Subtenant shall use and occupy the Subleased Premises solely in accordance with, and as permitted under, the terms of the Primary Lease and for no other purpose.

V. Payment of Rent

(a) Throughout the Term of this Sublease, the Subtenant shall pay to the Sublandlord a fixed base rent ("Base Rent") at the rate of: (i) _____[NUMBER IN WORDS] and 00/100 Dollars (\$_____ [NUMBER]) per the following period [LEASE PERIOD]. The Payment of Rent shall be payable in equal monthly installments. The Subtenant shall pay to the Sublandlord the first monthly installment of Base Rent at the time of execution and delivery of this Sublease by the Subtenant to the Sublandlord and shall pay all other monthly installments of Base Rent no less than _____ [NUMBER IN WORDS] ([NUMBER]) days prior to the date same is due under the Primary Lease.

VI. Security Deposit

Simultaneously with the execution and delivery of this Sublease, the Subtenant shall deposit with the Sublandlord a security deposit (" SecurityDeposit") in the amount of _____[NUMBER IN WORDS] and 00/100 Dollars (\$_____ [NUMBER]) as security for the full and faithful performance by the Subtenant of the Subtenant's obligations hereunder. The Security Deposit may be in the form of cash or a clean, stand-by, irrevocable letter of credit, in form and substance and issued by and drawn on a bank satisfactory to the Sublandlord.

VII. Master Lease. Incorporation of the Primary Lease by Reference.

The terms, covenants, and conditions of the Primary Lease, in the form attached hereto as Exhibit _____[LETTER], are incorporated herein by reference, except to the extent they are expressly deleted or modified by the provisions of this Sublease. Every term, covenant, and condition of the Primary Lease binding on or inuring to the benefit of the Prime Landlord shall, in respect of this

Sublease, be binding on or inure to the benefit of the Sublandlord and every term, covenant, and condition of the Primary Lease binding on or inuring to the benefit of the Sublandlord shall, in respect of this Sublease, be binding on and inure to the benefit of Subtenant.

VIII. Subordination to Primary Lease.

This Sublease is subject and subordinate to the Primary Lease. A redacted copy of the Primary Lease is attached hereto as Exhibit _____ [LETTER] and made a part of this Sublease.

IX. Representations of the Sublandlord

The Sublandlord represents and warrants the following is true and correct as of the date hereof:

(a) The Sublandlord is the tenant under the Primary Lease and has the capacity to enter into this Sublease with the Subtenant, subject to the Prime Landlord's consent.

(b) The Primary Lease attached hereto as Exhibit _____ [LETTER] is a true, correct, and complete copy of the Primary Lease, is in full force and effect, and has not been further modified, amended, or supplemented except as expressly set out herein.

(c) The Sublandlord has not received any notice, and has no actual knowledge, of any default by the Sublandlord under the Primary Lease.

X. Performance by the Sublandlord

Notwithstanding any other provision of this Sublease, the Sublandlord shall have no obligation:

(a) to furnish or provide, or cause to be furnished or provided, any repairs, restoration, alterations, or other work, or electricity, heating, ventilation, air-conditioning, water, elevator, cleaning, or other utilities or services; or (b) to comply with or perform or, except as expressly provided in this Sublease, to cause the compliance with or performance of, any of the terms and conditions required to be performed by the Prime Landlord under the terms of the Primary Lease. The Subtenant hereby agrees that the Prime Landlord is solely responsible for the performance of the foregoing obligations.

Notwithstanding the foregoing, on the written request of the Subtenant, the Sublandlord shall make a written demand on the Prime Landlord to perform its obligations under the Primary Lease with respect to the Subleased Premises if the Prime Landlord fails to perform the same within the time frame and in the manner required under the Primary Lease. However, the Subtenant shall not be required to bring any action against the Prime Landlord to enforce its obligations.

If the Sublandlord makes a written demand on the Prime Landlord or brings an action against the Prime Landlord to enforce the Prime Landlord's obligations under the Primary Lease with respect to the

Subleased Premises, all costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) so incurred by the Sublandlord in connection therewith shall be deemed Additional Rent and shall be due and payable by the Subtenant to the Sublandlord within _____[NUMBER IN WORDS](_____[NUMBER]) days after notice from the Sublandlord.

XI. No Breach of Primary Lease

The Subtenant shall not do or permit to be done any act or thing, or omit to do anything, which may constitute a breach or violation of any term, covenant, or condition of the Primary Lease, notwithstanding such act, thing, or omission is permitted under the terms of this Sublease.

XII. Subtenant Defaults

a) If the Subtenant fails to cure a default under this Sublease within any applicable grace or cure period contained in the Primary Lease (as such applicable grace or cure period is modified by Section 6 herein), the Sublandlord, after _____[NUMBER IN WORDS] (_____[NUMBER]) days' notice to the Subtenant, shall have the right, but not the obligation, to seek to remedy any such default on the behalf of, and at the expense of, the Subtenant, provided, however, that in the case of: (i) a life safety or property related emergency; or (ii) a default which must be cured within a time frame set out in the Primary Lease which does not allow sufficient time for prior notice to be given to the Subtenant, the Sublandlord may remedy any such default without being required first to give notice to the Subtenant.

Any reasonable cost and expense (including, without limitation, reasonable attorneys' fees and expenses) so incurred by the Sublandlord shall be deemed Additional Rent and shall be due and payable by the Subtenant to the Sublandlord within _____[NUMBER IN WORDS] (_____[NUMBER]) days after notice from the Sublandlord.

(b) If the Subtenant fails to pay any installment of Base Rent or Additional Rent within _____[NUMBER IN WORDS] (_____[NUMBER]) days after the due date of such payment, the Subtenant shall pay to the Sublandlord, as Additional Rent, a "late charge" of _____[NUMBER IN WORDS] cents (\$0._____[NUMBER]) for every dollar of an installment so overdue for the purposes of defraying the expense of handling such delinquent payment.

(c) If the Subtenant fails to pay any installment of Base Rent or Additional Rent within _____[NUMBER IN WORDS] (_____[NUMBER]) days from the due date of such payment, in addition to the payment of the late charge set out immediately above, the Subtenant shall also pay to the Sublandlord, as Additional Rent, interest at the Default Rate (hereinafter defined) from the due date of such payment to the date payment is made.

"Default Rate" shall mean a rate per annum equal to the lesser of: (i) _____[NUMBER IN WORDS] percent (_____[NUMBER]%) in excess of the prime rate of _____[SOURCE

OFFPRIME RATE] on the due date of such Base Rent or Additional Rent; and (ii) the highest rate of interest permitted by applicable laws.

XIII.Consents

Whenever the consent or approval of the Sublandlord is required, the Subtenant shall also be obligated to obtain the written consent or approval of the Prime Landlord, if required under the terms of the Primary Lease. The Sublandlord shall promptly make such consent request on behalf of the Subtenant and the Subtenant shall promptly provide any information or documentation that the Prime Landlord may request. The Subtenant shall reimburse the Sublandlord, not later than _____**[NUMBER IN WORDS]** (_____ **[NUMBER]**) days after written demand by the Sublandlord, for any fees and disbursements of attorneys, architects, engineers, or others charged by the Prime Landlord in connection with any consent or approval. The Sublandlord shall have no liability of any kind to the Subtenant for the Prime Landlord's failure to give its consent or approval.

XIV.Landlord Consent to Lease

This Sublease is expressly conditioned on obtaining the written consent of the Prime Landlord and the written consent of any mortgagee, groundlessor, or other third party required under the Primary Lease (collectively, "Prime Landlord Consent").

(a) Any fees and expenses incurred by the Prime Landlord or any mortgagee, ground lessor, or other third party in connection with requesting and obtaining the Prime Landlord Consent shall be paid by the Sublandlord and shall thereafter be reimbursed by the Subtenant to the Sublandlord as Additional Rent not later than _____**[NUMBER IN WORDS]** (_____ **[NUMBER]**) days after written demand by the Sublandlord. The Subtenant agrees to cooperate with the Prime Landlord and supply all information and documentation requested by the Prime Landlord within _____**[NUMBER IN WORDS]**(_____ **[NUMBER]**) days of its request therefor. The Sublandlord shall not be required to perform any acts, expend any funds, or bring any legal proceedings to obtain the Prime Landlord Consent and the Subtenant shall have no right to any claim against the Sublandlord if the Prime Landlord Consent is not obtained.

(b) If the Prime Landlord Consent is not obtained within _____**[NUMBER IN WORDS]** (_____ **[NUMBER]**) days from the date of this Sublease, either party may terminate this Sublease on written notice to the other, whereupon the Sublandlord shall promptly refund to the Subtenant the first month's Base Rent and the Security Deposit paid to the Sublandlord, and neither party shall have any further obligation to the other under this Sublease, except to the extent that the provisions of this Sublease expressly survive the termination of this Sublease.

(c) This section shall survive the expiration or earlier termination of this Sublease.

XV. Assignment and Subletting

The Subtenant shall not sublet all or any portion of the Subleased Premises or assign, encumber, mortgage, pledge, or otherwise transfer this Sublease (by operation of law or otherwise) or any interest therein, without the prior written consent of:

- (a) The Sublandlord, which consent may be unreasonably withheld or may be withheld in its sole and absolute discretion; and
- (b) Prime Landlord.

XVI. Entire Agreement

This Sublease contains the entire agreement between the parties regarding the subject matter contained herein and all prior negotiations and agreements are merged herein. If any provisions of this Sublease are held to be invalid or unenforceable in any respect, the validity, legality, or enforceability of the remaining provisions of this Sublease shall remain unaffected.

XVII. Choice of Law

This Sublease shall be governed by, and construed in accordance with, the laws of the _____ [State/Commonwealth] of _____ [STATE], without regard to conflict of law rules.

IN WITNESS WHEREOF, the parties have caused this Sublease to be executed as of the Effective Date.

SUBLANDLORD:

_____ [SUBLANDLORD NAME], _____ [STATE OF ORGANIZATION]
[ENTITY TYPE]

By _____

Name:

Title:

SUBTENANT:

_____ [SUBTENANT NAME], _____ [STATE OF ORGANIZATION]
[ENTITY TYPE]

By _____

Name:

Title:

EXHIBIT _____ [LETTER]

_____ [DESCRIPTION OF SUBLEASED PREMISES]

EXHIBIT _____ [LETTER]

_____ [PRIMARY LEASE]