**S U B L E A S E**

**THIS SUBLEASE** (this "**Sublease**") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_, 200\_\_, by and between **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** (the "**Sublessor**"), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ corporation, having an address of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the "**Sublessee**").

**W I T N E S S E T H:**

**WHEREAS**, pursuant to that certain lease dated the \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_ as thereafter amended or modified, by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as Landlord (the "Master Landlord") and Sublessor as Tenant (the "**Master Lease**"), a copy of which Master Lease is attached hereto and made a part hereof as Exhibit A (COPY OF MASTER LEASE), the Master Landlord leased to Sublessor approximately \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ rentable square feet of office space, consisting of \_\_\_\_\_\_\_\_\_\_\_\_\_\_floor(s) (the "**Premises**") of the Building (the “**Building**”), located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, upon and subject to the terms and conditions set forth in the Master Lease; and

**WHEREAS**, said Master Lease is and continues to be in full force and effect; and

**WHEREAS**, Sublessor and Sublessee desire to enter into this agreement in order to sublease a portion of the Premises *(or the entire Premises*) to Sublessee upon the terms and conditions set forth below.

 **NOW,** **THEREFORE**, in consideration of the mutual covenants contained in this Sublease, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Sublessor and Sublessee, the parties, intending to be legally bound, agree as follows:

**1.** **Subleased Premises**. Sublessor desires to sublease to Sublessee \_\_\_\_\_\_\_\_\_\_\_\_\_ rentable square feet of said Premises (\_\_\_\_\_\_\_\_\_\_\_ usable square feet), on the \_\_\_\_\_\_\_\_ floor [*or,* *the entire Premises, consisting of* *the \_\_\_ floor*] of the Building, as more particularly described in the Master Lease, and as shown in cross hatching on the floor plan attached hereto and made a part hereof, as Exhibit B (PLAN OF SUBLEASED PREMISES), hereinafter (the "**Subleased Premises**") subject to, he terms, covenants and conditions hereinafter provided in this Sublease.

**2.** **Incorporation by Reference**. This Sublease is subject and subordinate to all of the terms and conditions of the Master Lease by and between Sublessor and Master Landlord, as the same may be modified or amended, except as specifically set forth herein. In the event of any conflicts between the terms of the Sublease and the terms of the Master Lease, for all purposes hereof, the terms of the Sublease shall control; however, to the extent that an issue is not addressed in the Sublease, and also not specifically excluded herein, the terms of the Master Lease shall control. Sublessee, its successors and permitted assigns, shall perform the obligations to be performed by the Tenant in the Master Lease, as set forth therein, to the extent such terms and conditions are applicable to the Subleased Premises, as set forth herein. To the extent applicable, the term “**Landlord**” therein shall refer to Sublessor hereunder, its successors and assigns, the term "**Tenant**” therein shall refer to Sublessee hereunder, its permitted successors and assigns, and the term "**Premises**" therein shall refer to the Subleased Premises hereunder. The terms, provisions, covenants, and conditions of the Master Lease are incorporated herein by reference on the following mutually accepted understandings:

(a) In any case where the Master Landlord reserves the right to enter the Premises pursuant to the Master Lease, said right shall inure to the benefit of the Master Landlord as well as to Sublessor with respect to entry onto the Subleased Premises.

(b) With respect to the performance of any other obligations required of Master Landlord under the Master Lease, including, but not limited to; work, services, repairs, repainting and restoration, Sublessor's sole obligation shall be to act on Sublessee's behalf in requesting the performance of the same of Master Landlord, after first receiving a request in writing from Sublessee, and to use commercially reasonable efforts in order to obtain the performance of the same from Master Landlord. To the extent that such work, services, repairs, repainting or restoration are **not** the responsibility of Master Landlord under the Master Lease and Sublessor agrees to perform the same for Sublessee, Sublessee hereby agrees to reimburse Sublessor for any and all actual expenses incurred in the performance of such work, services, repairs, repainting and restoration, or the requesting of the same, and other reasonable expenses, which Sublessor may actually incur in the event that Sublessor performs such work, services, repairs, repainting or restoration. In the event that Master Landlord reimburses Sublessor for any such costs incurred by Sublessor under this subparagraph (b), Sublessor shall reimburse Sublessee to the extent that (i) Sublessee paid such amounts to Sublessor, and (ii) Master Landlord reimbursed Sublessor for the same.

(c) Any alterations (“**Alterations**”), as defined in Article \_\_\_ of the Master Lease (ALTERATIONS), which Sublessee desires to make during the Term of this Sublease, shall be made in accordance with and subject to the terms of such Article \_\_\_\_, except as provided to the contrary herein. Notwithstanding the terms of the Master Lease (in the event to the contrary), Sublessee shall obtain Sublessor's written consent prior to the making of any such Alterations, which consent the Sublessor agrees not to unreasonably withhold or delay (however, the provision of Master Landlord’s consent shall be subject to the terms of such Article \_\_). All plans and specifications for such Alterations work shall be prepared by Sublessee, at Sublessee's sole cost and expense, and in accordance with all applicable Laws (as defined herein). Sublessor’s approval of Sublessee’s plans and specifications for any Alterations (which approval (or changes to such plans and specifications) shall be provided to Sublessee within seven (7) days of receipt thereof, or upon receipt of Master Landlord’s consent or refusal, which ever is later), shall impose no responsibility or liability on the part of Sublessor for their completeness, design sufficiency, or compliance with all Laws (as hereinafter defined), including, but not limited to, the Americans with Disabilities Act, as amended, and all rules and regulations promulgated thereunder. Any Alterations completed by Sublessee shall be completed in accordance with all Applicable Laws (as such term is hereinafter defined) and Sublessee hereby agrees not to use any Hazardous Materials (as such term is used in the Master Lease) for such Alterations, which shall include, however, not be limited to, the use of asbestos containing materials. Sublessee shall indemnify and hold Sublessor and Master Landlord harmless from any and all cost, expenses, injury, loss, damages, claims, demands or liability (including reasonable attorney fees) which may arise out of Sublessee's construction of any such Alterations. Sublessee shall be solely responsible for any permits and licenses in order to complete the same.

 Sublessee agrees to only employ contractors and subcontractors who will guarantee to use firstclass‑ materials and workmanship and Sublessee shall not permit any lien to be placed on record with respect to any part of the Building, or the Subleased Premises for work or materials furnished or obligations incurred by or for Sublessee. Sublessee hereby agrees that if any such lien is filed on account of the acts of Sublessee, Sublessee shall discharge any such lien by payment, bond or otherwise, within ten (10)  days of filing of the same.  Sublessor does hereby agree to provide Sublessee with written notice of the existence of any such lien, to the extent that Sublessor is made aware of the same.

Pursuant to the terms of Article \_\_\_\_ of the Master Lease, Sublessor shall, with its approval of such Alterations, notify Sublessee as to whether or not Sublessor or Master Landlord will require such Alterations (including, without limitation, the Initial Alterations, as hereinafter defined) to be removed prior to the expiration of the Sublease Term, pursuant to the terms and conditions of such Article \_\_ and Article \_\_\_(SURRENDER OF PREMISES) of the Master Lease, and the Subleased Premises restored to the same condition and configuration as when delivered to Sublessee, normal wear and tear, fire and casualty excepted. Subject to the foregoing, at the expiration of the Sublease Term, or any earlier termination thereof, the Subleased Premises shall be returned to Sublessor in accordance with the terms of such Article \_\_\_\_.

#### (d) Subject to the terms of Article \_\_ (ASSIGNMENT AND SUBLETTING) of the Master Lease, Sublessee shall have the right, throughout the Term of the Sublease, to assign this Sublease, or to further sublet all or any portion of the Subleased Premises, with the prior written consent of Sublessor and of the Master Landlord, where required, which consent by Master Landlord shall be delivered in accordance with the terms of such Article \_\_\_ of the Master Lease. In the event that Master Landlord’s consent is required for a proposed sublease or assignment, Sublessor hereby agrees to forward such request from Sublessee to Master Landlord, within five (5) business days of receiving the same. Notwithstanding anything contained in the Master Lease to the contrary, Sublessor hereby agrees not to unreasonably withhold or delay its consent to Sublessee, provided that, (i) the sublessee or assignee is a bona fide entity and shall have the financial strength to perform its obligations under this Sublease, (ii) Sublessee is not in default (beyond any applicable notice or cure periods as provided in this Sublease) of any term or condition of this Sublease at the time that it requests such consent and upon the commencement of the proposed sublease; (iii) any sublease is not in conflict with any terms of this Sublease or the Master Lease; (iv) the proposed sublessee or assignee intends to use the premises for the uses permitted in this Sublease and such use is not in competition with Sublessor’s property casualty insurance business or the business of any affiliate of Sublessor which may be located within the Building; and (v) Sublessee herein shall remain liable for all of the obligations and covenants under this Sublease. Sublessor hereby agrees to provide its consent or denial to Sublessee, within twenty (20) days of receipt of Sublessee’s request and not to unreasonably withhold or condition its consent, provided that such request includes the following information in order for Sublessor to provide its determination; (i) the name and address of the proposed sublessee or assignee; (ii) the nature of the proposed sublessee’s or assignee’s business which it will conduct or operate in the Subleased Premises; (iii) the terms of the proposed sublease or assignment; and (iv) reasonable financial information so that Sublessor can evaluate the proposed assignee or sublessee. Notwithstanding the foregoing, Sublessor’s consent to one sublease or assignment, does not waive the consent requirement for future subleases or assignments.

*(d) The terms and conditions of Article \_\_\_\_ of the Lease (SUBLEASING AND ASSIGNMENT), shall not be applicable to this Sublease and the rights of the Tenant under such Article of the Lease shall not inure to the benefit of Sublessee herein. Sublessee acknowledges and agrees that no sublease, assignment, mortgage, pledge or encumbrance of this Sublease or the Subleased Premises shall be permitted.*

1. Notwithstanding anything in this Sublease or the Master Lease to the contrary, Sublessee agrees that Sublessor shall not be obligated to furnish for or to Sublessee any service of any nature whatsoever, including, without limitation, those expressly referred to in Article \_\_\_\_ of the Master Lease (SERVICES PROVIDED BY LANDLORD). However, in accordance with provision (b) above, Sublessor shall act on Sublessee's behalf in requesting the performance of and furnishing of such services for the Subleased Premises by Master Landlord pursuant to the terms of the Master Lease. The parties understand and agree that the Sublessor does not have exclusive control or dominion over the satisfaction of certain covenants or obligations of the Master Landlord; however, with respect to those matters that Sublessor does not have exclusive control or dominion over, the Sublessor agrees to exercise commercially reasonable efforts consistent with the terms of the Master Lease to cause the Master Landlord to perform any of the covenants or obligations of the Master Landlord under the Master Lease with respect to the Subleased Premises. Inasmuch, in the event the Master Landlord fails or refuses to perform its obligations under the Master Lease, or has breached any of its obligations, representations, warranties or covenants under the Master Lease and such materially affects the Subleased Premises, and a remedy is expressly provided to the Tenant under the Master Lease with respect to such breach or default, Sublessee shall notify Sublessor in writing of the same, including a description of such breach or default and the applicable sections of the Master Lease. In the event that such breach or default by Master Landlord continues beyond the expiration of the applicable notice and cure periods expressly provided for under the terms of the Master Lease (with respect to the breach or default), after Sublessee has notified Sublessor in writing of the same, Sublessor hereby agrees to exercise such remedies provided to the Tenant under the Master Lease, against Master Landlord in order to compel Master Landlord to correct the breach or default.

*[Alternative language.]* In addition to the foregoing, and, to the extent that Sublessor is exercising such a remedy against Master Landlord, Sublessee shall have the right to exercise the same remedy against the Sublessor, until such breach or default is cured in the manner provided for by the terms of the Master Lease. Notwithstanding the same to the contrary, in no event shall Sublessor be obligated to commence, or to threaten to commence any litigation against the Master Landlord. It is expressly understood that any actions by Sublessee in connection with litigation or proceeding, or threat thereof, shall be subject to Sublessee’s agreement to indemnify and hold Sublessor harmless, pursuant to Section 14 of this Sublease. Sublessee shall in no event have any rights in respect of the Subleased Premises greater than the rights of Sublessor under the Master Lease.

(f) If applicable, pursuant to the terms of the Master Lease, this Sublease and the obligations of the parties hereto shall be contingent upon Sublessor obtaining the consent of the Master Landlord. The parties hereto agree to be bound by the terms of this Sublease until such time as the consent of the Master Landlord has been obtained, or until such consent is deemed to have been granted pursuant to the terms of the Master Lease. If for any reason the consent of the Master Landlord is not obtained, this Sublease shall then be null and void and both parties will be released from their obligations hereunder.

(g) Sublessee covenants and agrees (i) to perform and to observe all of the terms, covenants, conditions and agreements of the Master Lease on Sublessee’s part to be performed to the extent applicable to the Subleased Premises and the Building (except to the extent that the same is modified by or conflicts with the terms of this Sublease); (ii) that Sublessee will not do or cause to be done or suffer or permit any act or thing to be done which would or might cause the Lease or the rights of Sublessor as tenant thereunder to be cancelled, terminated or forfeited or make Sublessor liable for any damages, claim or penalty (to the extent that such provisions that are breached by Sublessee resulting in the Master Lease being cancelled, are a part of this Sublease).

 Except for Sublessee’s obligations, as provided for in this Sublease, Sublessor will otherwise comply with and satisfy the terms, conditions and covenants of the Tenant under the Master Lease. Except as provided in this Sublease, Sublessor shall not amend, modify or otherwise alter any provisions of the Master Lease, nor take any actions under the Master Lease, the result of which would be to adversely affect (either by increasing or decreasing) the rights, benefits, obligations or remedies accruing to Sublessee under this Sublease, or which would result in an unreasonable interference with Sublessee’s use and enjoyment of the Subleased Premises, or which would impose any additional costs upon Sublessee, other than costs as to which Sublessor agrees that it will reimburse Sublessee, without the consent of Sublessee, which consent shall not be unreasonably withheld, delayed or conditioned.

(h) The Sublease shall not incorporate any provision of the Master Lease nor shall Sublessee benefit from the rights or privileges contained in any provision of the Master Lease, which, pursuant to and in accordance with its particular terms and conditions, is not applicable to subleases or assignments, or any provision of the Master Lease, which by its nature or pursuant to a specified prohibition contained in the Master Lease, is personal to Sublessor or would not convey or transfer by a sublease or assignment of all or a portion of the Premises. In accordance with the foregoing, this exclusion shall include the following provisions, which shall therefore not inure to or benefit Sublessee: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Sublessee acknowledges and agrees that the provisions specifically set forth in this provision (g) are personal to Sublessor and shall continue to inure to and benefit Sublessor with respect to the Master Lease, this Sublease, the Premises and the Subleased Premises.

**3.** **Term.** The term of this Sublease shall be for a period of \_\_\_\_\_\_\_\_\_ (\_\_) years (the “**Term**”) and shall commence on the \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 200\_\_ (the “**Sublease Commencement Date**”) and shall expire on the \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_, 200\_\_ (the “**Sublease Expiration Date**”), unless sooner terminated pursuant to any provision of the Master Lease or this Sublease. To the extent that the Sublease Commencement Date shall be a date other than as set forth herein, Sublessor and Sublessee hereby agree to confirm the Sublease Commencement Date and the Rent Commencement Date (as hereinafter defined) in writing, following the occurrence of the same. Sublessor and Sublessee acknowledge and agree that it is the intent of the parties hereto, that, in no event shall the Term of this Sublease extend for a period longer than the term of the Master Lease, as such Master Lease term may be cancelled, terminated or reduced, pursuant to such Master Lease, by agreement between Master Landlord and Sublessor, or otherwise. Upon the early termination or expiration of this Sublease, Sublessee shall surrender the Subleased Premises to Sublessor in the condition required as per Section \_\_\_ (SURRENDER OF PREMISES) of the Master Lease. If the Subleased Premises are not surrendered upon the termination or expiration of this Sublease and in the condition required herein, Sublessee shall and does hereby indemnify and hold Sublessor harmless from any and all actions, claims, demands, damages, liabilities and expenses (including, without limitation, reasonable attorney's fees and court costs) and including any liability accruing to Master Landlord under the Master Lease,  which may arise out of Sublessee's continued occupancy of the Subleased Premises, including, without limitation any damages which Sublessor may incur or have imposed upon it as a result of Sublessor not being deemed to have fulfilled the obligations under such Section \_\_\_ or not vacating the Premises in accordance with the terms thereof. Sublessee's obligations under this provision shall survive the expiration or earlier termination of this Sublease.

Any personal property owned by Sublessee, if any, which shall remain on the Subleased Premises after the expiration or early termination of this Sublease and the removal of Sublessee from the Subleased Premises may, at the option of Sublessor, be deemed to have been abandoned by Sublessee. In such event, Sublessor shall have the right to either retain such personal property as its sole property or to remove and dispose of such personal property without accountability at the expense of Sublessee, as Sublessor sees fit. If Sublessee fails to remove any property from the Subleased Premises or repair any damage caused by such removal, which removal or repair is required pursuant to any provision of this Sublease, then Sublessor may so remove or repair the same and Sublessee shall reimburse Sublessor for all reasonable and necessary costs Sublessor incurs therefrom.

**4.** **Rent.** Sublessee shall pay to Sublessor monthly base rent (the "**Base Rent**") in accordance with the base rent schedule attached hereto and made a part hereof as Exhibit C (BASE RENT SCHEDULE), plus any applicable sales or other tax (other than an income tax) which may now or hereafter come into effect. The Base Rent shall be paid in advance on the first day of each month, commencing on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereafter known as the “**Rent Commencement Date**”), without notice or demand and without abatement, deduction or offset, and will be sent to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The first month's Base Rent installment (and any other sum due hereunder as of the Sublease Commencement Date) shall be paid upon the execution of this Sublease. In the event that the Term of this Sublease begins or ends on any day other than the first day of a calendar month, then the rental payments for such periods shall be prorated on a per diem basis.

Any installment of Base Rent or Additional Rent which is not paid when due under the terms of this Sublease shall be subject to, at Sublessor's sole option, a late charge of five percent (5%), to be charged as Additional Rent. Furthermore, in the event any payment of Base Rent or Additional Rent due to Sublessor is not received within five (5) days following written notice from Sublessor to Sublessee that such payment was not received, such amount due shall, in addition, bear interest from the date due until paid at a rate per annum equal to the prime rate published from time to time in the Wall Street Journal plus two percent (2%).

When any provision of this Sublease requires the payment of any sums of money other than Base Rent, such sums of money shall be deemed Additional Rent (“**Additional Rent**”), and shall be due and payable as provided for in this Sublease, or in the absence of a date, within (10) days following receipt of an invoice from Sublessor.

**5.** **Additional Rent – Escalations**.

(A) Additional Services. Sublessee shall be responsible for the cost and expense of any after services provided to Sublessee after the Business Hours (i.e. after hours HVAC) or additional services which Sublessee requests from Sublessor or Master Landlord directly, pursuant to the terms of the Master Lease. If the cost for these are not paid directly to Master Landlord, Sublessee shall pay the same to Sublessor, as Additional Rent hereunder, within ten (10) days following receipt of an invoice for the same.

 (B) Escalations. It is hereby understood and agreed that in addition to the Base Rent due hereunder, Sublessee hereby agrees to pay Sublessor, Sublessee’s Proportionate Share, as such term is hereinafter defined, of any amounts payable by Sublessor with respect to Article \_\_\_ (ADDITIONAL RENT - ESCALATIONS) of the Master Lease (hereinafter, the "**Sublessee Escalation**"). All terms and conditions of such Article \_\_ shall apply to the calculation of the Sublessee Escalation, *however, notwithstanding the terms of the Master Lease to the contrary, for the purposes of this Sublease and the calculation of the Sublessee Escalation for any calendar year during the Sublease Term, (i) calendar year \_\_\_\_\_ (the “****Sublessee Operating Expense Base Year****”) shall be used for the calculation of the Base Operating Expenses (hereafter the “****Sublessee Base Operating Expenses****”); and (ii) the tax year commencing \_\_\_\_\_, 200\_\_\_ and ending \_\_\_\_\_\_\_\_\_\_\_, 200\_\_ (hereafter the “****Sublessee Base Tax Year****”) shall be utilized for purposes of the calculation of Real Estate Taxes for Sublessee’s Base Tax Year (the “****Sublessee Base Year Real Estate Taxes****”).* As used herein, "**Sublessee's Proportionate Share**" shall be the percentage calculated by dividing the total rentable square footage of the Subleased Premises by the total rentable square footage of the Premises. For purposes of this Sublease, Sublessee's Proportionate Share shall be deemed to be \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_%.

Sublessee will pay to Sublessor any Sublessee Escalation amounts due hereunder which are payable in any calendar year falling wholly or partially within the Term of this Sublease (“**Sublessee’s Operating Expense and Real Estate Tax Payment**”) within twenty (20) days of receipt of a statement from Sublessor for the applicable calendar year, accompanied by any statements as evidence, which Master Landlord has supplied to Sublessor with respect to the same, and recalculated by Sublessor, to the extent necessary, using the Sublessee Operating Expense Base Year and Sublessee Base Tax Year, as provided above. Sublessee shall also be responsible for any Escalation payments to be paid on account, in accordance with the terms of the Master Lease. Sublessee shall have the same rights as Tenant under the Master Lease with respect to any overpayments or underpayments of the Sublessee’s Operating Expense and Real Estate Tax Payment to the extent such are received by Sublessor from Master Landlord.

**6.** **Use and Sublessee's Compliance with Laws**. Sublessee shall use the Subleased Premises for general office use consistent with the terms and conditions of the Master Lease and this Sublease. Notwithstanding the foregoing, in no event shall any use be made of the Subleased Premises by or for the benefit of any party in a business which is in competition with the business of Sublessor. Notwithstanding anything contained in the Master Lease or in this Sublease to the contrary, Sublessee's use and occupancy of the Subleased Premises (commencing as of the Sublease Commencement Date, or the date which Sublessee takes possession of the Subleased Premises, if such is sooner) shall be in accordance with all applicable federal, state, county, local and municipal laws, rules and regulations and all environmental laws, rules and regulations imposed on Sublessor pursuant to the Master Lease, including, without limitation, Section \_\_ (COMPLIANCE WITH LAWS) and Section \_\_ (ENVIRONMENTAL COMPLIANCE) each of the Master Lease (hereafter collectively known as the “**Applicable Laws**”). Accordingly, Sublessee agrees to observe, carry out, perform and discharge the terms and provisions of the Master Lease as they relate to the Subleased Premises, and Sublessee’s use and occupancy of the same, to the extent required to be observed, carried out, performed or discharged by the Tenant under the Master Lease.

In the event that Sublessee's use or manner of use of the Subleased Premises violates any provision of Applicable Laws, including but not limited to the ADA, or is in violation of any of the obligations of the Tenant under the Master Lease, Sublessee shall promptly commence to remedy the same, at Sublessee’s sole cost and expense. Sublessee hereby agrees to indemnify, defend and hold Sublessor harmless from all loss, cost, liability or expense, including reasonable attorney fees, resulting from its failure to comply with its obligations under this Section 7 of the Sublease.

**7.** **Improvements.** Sublessee accepts the Subleased Premises in an "as is" condition and acknowledges that no representation with respect to the condition thereof has been made to it and that Sublessor has no responsibility of improving the space for Sublessee. Any work or improvements performed to the Subleased Premises in order to prepare the same for Sublessee’s occupancy (“**Initial Alterations**”) shall be done so in accordance with the terms of Section 2(c.) of this Sublease.

**8.** **Parking.** Throughout the Term of this Sublease, as long as Sublessee shall have performed within the applicable notice periods all of the agreements on Sublessee's part to be performed, Sublessor shall make available to Sublessee \_\_\_\_\_\_\_ parking spaces on a non-exclusive basis, in accordance with the terms and conditions of the Lease. At any time during the Term of this Sublease, if Sublessee or its invitees use more than the specified number of spaces, Sublessee shall, within five (5) days of receipt of a notice from Sublessor, either (i) agree to pay an additional charge per month for each additional space used on a month-to-month basis, which additional use may be revoked by Sublessor at any time upon thirty (30) days written notice, or (ii) cease and desist immediately from using said additional spaces. Failure to so comply with this requirement shall constitute a default of this Sublease.

 **9. Signage**. Subject to the applicable terms of the Master Lease, including without limitation, Article \_\_ thereof, Sublessor shall allow Sublessee, at Sublessee’s sole cost and expense, to install or erect directory and suite entry identification in accordance with the terms of such Article \_\_, subject to Master Landlord’s prior consent and approval. Sublessee shall maintain the signage during the Term of the Sublease, and remove such signage prior to the Sublease Expiration Date, at its sole cost and expense and subject to the terms of such Article \_\_.

**10. Default by Sublessee** If (i) Sublessee fails to pay in full when due hereunder any payment of Base Rent, Sublessee Escalation, or Additional Rent, and such breach is not remedied within five (5) days after written notice from Sublessor that such payment was not received, or (ii) Sublessee does not fulfill any of the other terms, covenants, or agreements of this Sublease to be performed by Sublessee, and such breach shall not have been remedied (or proper corrective measures to cure the breach have not commenced) within twenty (20) days after written notice from Sublessor; or (iii) Sublessee commits any Event of Default as described in Article \_\_\_ of the Master Lease (DEFAULT), as herein incorporated; or; (iv) Sublessee causes Sublessor to be put into default under the terms of the Master Lease; or (v) Sublessee is the subject of an attachment, execution or other judicial seizure of substantially all of Sublessee's assets located at the Subleased Premises or of Sublessee's interest in this Sublease; or (vi) Sublessee has abandoned or indicated its intent to abandon the Subleased Premises, however, vacation of the Subleased Premises shall not constitute abandonment provided Sublessee continues to meet all rental obligations hereunder; or (vii) Sublessee is the subject of the filing of a petition in any bankruptcy or other insolvency proceeding, by or against Sublessee, or Sublessee commences an act seeking any relief under any state or federal debtor relief law, or Sublessee is the subject of the filing, by or against Sublessee, for the reorganization or modification of Sublessee's capital structure, or a trustee or receiver is appointed to take possession of substantially all of Sublessee's assets or the leasehold; however, if such a filing or petition is filed against Sublessee by non-affiliated third parties, then such filing shall not be a Sublessee Default unless Sublessee fails to have the proceedings initiated by such petition dismissed within sixty (60) days after filing thereof; or (viii) Sublessee admits in writing that it cannot meet its obligations as they become due; or (ix) or Sublessee makes an assignment for the benefit of its creditors; then such failure or occurrence or any such events as set forth in (i) through (ix) shall constitute a Sublessee event of default hereunder (a "**Sublessee Default**").

Upon the occurrence of any Sublessee Default which is not cured by Sublessee within the grace periods specified in this Section, Sublessor shall have the following rights and remedies, in addition to all other rights and remedies available to Sublessor pursuant to the Master Lease, or in law or in equity:

 (a) Sublessor may give written notice to Sublessee specifying such Sublessee Default or Defaults and stating that this Sublease and the Term hereby demised shall expire and terminate on the date specified in such notice, and upon the date specified in such notice, this Sublease and the Term hereby demised and all rights of Sublessee under the Sublease shall expire and terminate. Upon any termination of this Sublease, Sublessee shall quit and peaceably surrender the Subleased Premises, and all portions thereof, to Sublessor, and Sublessor, upon or at any time after any termination, may, to the extent permitted by law, without further notice, enter upon and reenter the Subleased Premises, and all portions thereof, and possess and repossess itself thereof by force, summary proceeding, ejectment or otherwise, and may dispossess Sublessee and remove Sublessee and all other persons and property from the Subleased Premises and the right to receive all rental and other income of and from the same.

 (b) Sublessor may elect not to terminate this Sublease, and Sublessor may instead terminate Sublessee's right of possession and may repossess the Subleased Premises by forcible entry and detainer suit, by taking peaceful possession or otherwise, without terminating this Sublease, in which event Sublessor shall exert commercially reasonable efforts to mitigate it damages and relet the Subleased Premises for the account of Sublessee, for such rent and upon such terms as shall be reasonably satisfactory to Sublessor. Sublessor shall not be required to accept any sublessee offered by Sublessee or observe any instruction given by Sublessee about such reletting or do any act or exercise any care or diligence with respect to such reletting or to the mitigation of damages. For the purpose of such reletting, Sublessor may decorate or make any repairs, changes, improvements, Alterations, or additions in or to the Subleased Premises to the extent deemed by Sublessor desirable or convenient (the "**Reletting Alterations**").

 (c) No such termination of Sublessee's right to possess the Subleased Premises under this Section shall relieve Sublessee of its liabilities and obligations under this Sublease (as if such right of possession had not been so terminated or expired), and such liabilities and obligations shall survive any such termination of possession. In the event of any such termination of Sublessee's right of possession, whether or not the Subleased Premises, or any portion thereof, shall have been relet, Sublessee shall pay the Sublessor a sum equal to the Base Rent, and the Sublessee Escalation and any other charges required to be paid by Sublessee up to the time of such termination of such right of possession and thereafter Sublessee, until the end of the Term of this Sublease, shall be liable to Sublessor for and shall pay to Sublessor: (i) the equivalent of the amount of the Base Rent and the Sublessee's Escalation payable under this Sublease, less (ii) the net proceeds of any reletting effected pursuant to the provisions of this Section after deducting all of Sublessor's reasonable expenses in connection with such reletting, including, without limitation, all reletting costs, brokerage commissions, attorneys' fees, the costs of Reletting Alterations for the Subleased Premises, or any portion thereof. Sublessee shall pay such amounts in accordance with the terms of this Section as set forth in a written statement thereof from Sublessor to Sublessee (hereinafter, the "Deficiency") to Sublessor in monthly installments on the days on which the Base Rent is payable under this Sublease, and Sublessor shall be entitled to recover from Sublessee each monthly installment of the Deficiency as the same shall arise. Sublessee agrees that Sublessor may file suit to recover any sums that become due under the terms of this Section from time to time, and all reasonable costs and expenses of Sublessor, including attorneys' fees and costs incurred in connection with such suits shall be payable by Sublessee on demand.

 (d) At any time after a Sublessee Default and the termination of the Sublease by Sublessor, whether or not Sublessor shall have collected any monthly Deficiency as set forth in this Section, Sublessor shall be entitled to recover from Sublessee, and Sublessee shall pay to Sublessor, on demand, as and for final damages for such Sublessee Default and in lieu of any subsequent Deficiency (but without limitation of the provisions of subsection (f) hereof):

 (i) all the Base Rent and the Sublessee Escalation and other sums due and payable by Sublessee on the date of termination; plus

 (ii) the costs of curing the Sublessee Default existing at or prior to the date of termination, including the cost of any attorney fees incurred by Sublessor; plus

 (iii) the cost of recovering possession of the Subleased Premises and preparation for reletting, including, without limitation, Reletting Alterations, brokerage and management commissions, operating expenses, attorney's fees, rent concessions and alteration costs; plus

 (iv) the amount by which the then present worth of the aggregate of the Base Rent and Sublessee's Escalation and any other charges to be paid by Sublessee hereunder for the then unexpired Term of this Sublease (assuming this Sublease had not been so terminated) is greater than the then present worth of the then aggregate fair market rent of the Subleased Premises which can be reasonably expected during the same period (taking into account rentals received by Sublessor under a replacement Sublease of the Subleased Premises). In the computation of present worth, a discount at the then market discount rate as reasonably determined by Sublessor shall be employed.

 (e) Any and all property belonging to Sublessee or to which Sublessee is or may be entitled which may be removed from the Subleased Premises by Sublessor pursuant to the authority of this Sublease or applicable law, may be handled, removed or stored in a commercial warehouse or otherwise by Sublessor at Sublessee's risk and expense and Sublessor shall in no event be responsible for the value, preservation or safekeeping thereof. Sublessee shall pay to Sublessor, upon demand, any and all expenses incurred in such removal and all storage charges for such property so long as the same shall be in Sublessor's possession or under Sublessor's control.

 (f) Sublessor shall have the right of injunction, in the event of a breach or threatened breach by Sublessee of any of the agreements, conditions, covenants or terms hereof, to restrain the same and the right to invoke any remedy allowed by law or in equity, whether or not other remedies, indemnity or reimbursements are herein provided. The rights and remedies given to Sublessor in this Sublease are distinct, separate and cumulative remedies; and no one of them, whether or not exercised by Sublessor, shall be deemed exclusive of any of the others.

Sublessor may collect and receive any rent due from Sublessee, and the payment thereof shall not constitute a waiver of or affect any notice or demand given, suit instituted or judgment obtained by Sublessor, or be held to waive, affect, change, modify or alter the rights or remedies that Sublessor has against Sublessee in equity, at law, or by virtue of this Sublease. No receipt or acceptance by Sublessor from Sublessee of less than the monthly rent herein stipulated shall be deemed to be other than a partial payment on account for any due and unpaid stipulated rent; no endorsement or statement on any check or any letter or other writing accompanying any check or payment of rent to Sublessor shall be deemed an accord and satisfaction, and Sublessor may accept and negotiate such check or payment without prejudice to Sublessor's rights to (i) recover the remaining balance of such unpaid rent, or (ii) pursue any other remedy provided in this Sublease.

Nothing herein shall limit or prejudice the right of Sublessor to prove for and obtain in proceedings for bankruptcy or insolvency by reason of any such termination, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which the damages are to be proved, whether or not the amount be greater, equal to or less than the amount of the loss or damage referred to above.

**11.** **Insurance.** Sublessee shall, at Sublessee's sole cost and expense, obtain and keep in force during the Sublease Term, those certain insurance coverages required to be maintained by the Tenant under the Master Lease, as provided for in Article \_\_\_ (INSURANCE) thereof, and in the manner, coverages and limits described therein. All such insurance policies shall be issued by insurance companies licensed to do business in the state where the Subleased Premises is located. Furthermore, all liability policies shall name Sublessor and Master Landlord as additional insureds (and any other parties required by the terms of the Master Lease), as their interests may appear, and shall provide that the insurance shall not be cancelled or materially changed in the scope or amount of coverage unless fifteen (15) days advance notice is given to Sublessor. Prior to the Sublease Commencement Date, and annually thereafter, Sublessee shall provide Sublessor with a certificate of insurance, evidencing such coverages and naming those certain parties as additional insureds, as required above. Notwithstanding anything contained in such Article \_\_ to the contrary, though Sublessor (as Tenant) was permitted to self-insure the coverages provided for therein, this self-insurance option is personal to Sublessor and such right shall not be extended to nor inure to the benefit of Sublessee and Sublessee shall maintain all insurance coverages described in such Article \_\_, at its expense, during the Term of this Sublease,

Sublessor hereby covenants to maintain the insurance as required of the Tenant under the Master Lease, pursuant to such Article \_\_.

As provided in Article \_\_\_\_ of the Master Lease, Sublessor and Sublessee hereby mutually agree to waive their rights of subrogation under such property insurance policies, against each other (and in the case of Sublessee, against Master Landlord, also), in accordance with the terms thereof, and such polices shall include the appropriate endorsement confirming the same.

**12. Indemnification**. Sublessee shall and hereby does indemnify and hold Master Landlord and Sublessor harmless from and against any and all actions, claims, demands, damages, liabilities and expenses (including, without limitation, reasonable attorney's fees) asserted against, imposed upon or incurred by Sublessor or Master Landlord by reason of; (i) any violation caused, suffered or permitted by Sublessee, its agents, servants, employees or invitees, of any of the applicable terms, covenants, conditions of the Master Lease or of this Sublease; (ii) any damage or injury to persons or property occurring upon or in connection with the use or occupancy of the Subleased Premises (and/or any other facility accessed and used by Sublessor, whether within the Premises or on or about the Building as defined in the Master Lease, which use shall also be extended to Sublessee hereunder), the Premises or the Building, except to the extent caused by the negligence or willful misconduct of Master Landlord or Sublessor, or their respective agents, employees or invitees; and (iii) any damage or injury to persons or property which is caused by the negligence or willful misconduct of Sublessee, its agents, employees, contractors or invitees.

 This indemnification shall survive termination of this Sublease.

**13.** **Notices.** All notices with respect to this Sublease will be sent in writing through certified mail, or via a nationally recognized carrier of overnight mail (e.g. Federal Express), postage prepaid, to Sublessee and to Sublessor at the following addresses or to such other addresses which may be designated in writing from time to time.

Sublessee \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Sublessor:

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **14. Brokers.** Sublessor and Sublessee warrant and represent that they have dealt with no real estate broker in connection with this Sublease other than \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and that no other real estate broker is entitled to any commission on account of this Sublease. Each of Sublessor and Sublessee will indemnify and hold the other harmless from any loss, cost, damage or expense, including reasonable attorney fees, which the other shall incur on account of the falsity of the maker's foregoing representation and warranty when made.

**15.** **Security Deposit**. Concurrently with the execution of this Sublease, Sublessee shall deposit with Sublessor and thereafter, during the Term of this Sublease, shall maintain on deposit with Sublessor, the sum of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ($\_\_\_\_\_\_\_), as security for the full, prompt and faithful performance by Sublessee of all of Sublessee's obligations hereunder (the "**Security Deposit**"). Upon the occurrence of a Sublessee Default, including the failure of Sublessee to pay the Base Rent or any other sums due hereunder, or the failure of Sublessee to perform any of its other obligations hereunder, Sublessor may use or apply all or any portion of the Security Deposit for the payment of any Base Rent or any other sum then due and unpaid. If Sublessor so uses any portion of the Security Deposit, Sublessee shall, within ten (10) days after written demand by Sublessor, restore the Security Deposit to the full amount originally deposited, and Sublessee's failure to do so shall constitute a Sublessee Default under this Sublease. Sublessor shall have no liability for payment of interest on the Security Deposit. Within thirty (30) days after the Sublease Expiration Date, and provided that Sublessee is not then in default of any of its obligations under the Sublease, the Security Deposit, or so much thereof as had not theretofore been applied by Sublessor, shall be returned to Sublessee.

 **16.** **Guaranty.** As additional security for the full and timely performance and observance by Sublessee of the terms, provisions, and conditions of this Sublease, Sublessee shall deliver to Sublessor simultaneously with the execution of this Sublease a "Guaranty of Sublease" (the "**Guaranty**"), in the form attached hereto as Exhibit D (GUARANTY), executed by \_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, as guarantor therein.

 **17.** **Financial Statement**. This Sublease is contingent upon Sublessor's acceptance of Sublessee's current financial statement, which shall be provided to Sublessor prior to execution of the Sublease. Such statement shall be prepared in accordance with generally accepted accounting principles, or such other accounting principles as may be acceptable to Sublessor at the time of their preparation, consistently applied, and shall be certified as to the completeness and accuracy by an independent certified public accountant, or by Sublessee, or an officer or general partner of Sublessee.

**18.** **Sublessor's Right to Perform Sublessee’s Covenants**. If Sublessee shall at any time fail to perform any of its obligations or covenants hereunder, including without limitation, maintaining the proper amounts of insurance required under this Agreement to be maintained by Sublessee, then in such an event, after written notice to Sublessee and expiration of the cure period provided in Section 12 above (or without notice and without regard for any applicable cure period in case of an emergency as may in Sublessor’s reasonable judgment exist), and without waiving or releasing Sublessee from any obligation of Sublessee contained in this Agreement, Sublessor may (but shall be under no obligation to):

(a) Pay any amount payable by Sublessee pursuant to this Sublease; or

(b) Obtain, pay for and maintain any of the insurance policies provided for herein to be furnished by Sublessee; or

(c) Make any other payments or perform any act (by any means deemed justifiable by Sublessor) on Sublessee's part to be made or performed as provided in this Sublease.

 All sums so paid by Sublessor and all costs and expenses incurred by Sublessor in connection with the performance of any such obligation or covenant of Sublessee’s, including without limitation, any claims, damages, costs or expenses (including reasonable attorney fees and court costs) incurred by Sublessor or imposed upon Sublessor, together with interest thereon at the rate per annum which is two percentage points above the Prime Rate published in the Wall Street Journal from the respective dates of Sublessor making of such payment or incurring of each such cost and expense, shall be paid by Sublessee to Sublessor on demand, and Sublessor shall not be limited in the proof of any damages which Sublessor may claim against Sublessee arising out of or by reason of Sublessee's failure to perform the obligations and covenants under this Agreement.

**19.** **Sublessor’s Representations and Warranties**. Sublessor represents and warrants to Sublessee that:

(a) The Master Lease is in effect and has not been amended, except to the extent referenced herein, and represents the entire agreement between Master Landlord and Sublessor with respect to Sublessor’s tenancy of the Subleased Premises;

(b) To the best of Sublessor’s knowledge, Master Landlord is not in default under the Master Lease, nor has any event occurred which, after any applicable notice and/or the expiration of any grace period, shall constitute a default by Master Landlord under the Master Lease;

(c) To the best of Sublessor’s knowledge, Sublessor is not in default under the Master Lease nor has any event occurred which, after any applicable notice and/or the expiration of any grace period, shall constitute a default by Sublessor under the Master Lease; and

(d) All rent, including Additional Rent and other charges due under the Master Lease have been paid as billed or as required pursuant to the terms of the Master Lease through \_\_\_\_\_\_\_\_\_\_\_\_\_, 200\_\_.

**20.** **Entire Agreement**. This Sublease, the Exhibits attached hereto and the applicable terms and conditions of the Master Lease which have been incorporated herein by reference, contain the entire agreement between the parties concerning the Subleased Premises and shall supersede any other agreements between the parties concerning this matter, whether oral or written. This Sublease shall not be modified, cancelled or amended except by written agreement, signed by both parties.

**21.** **Successors and Assigns**. The obligations of this Sublease shall bind and benefit the successors and permitted assigns of the parties with the same effect as if mentioned in each instance where a party hereto is named or referred to.

**22.** **Time is of the Essence**. Time is of the essence with respect to the performance of all conditions, obligations and elections of Sublessee hereunder.

**23.** **Captions.** The captions appearing in this Sublease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections of this Sublease nor in any way affect this Sublease.

**24.** **Exhibits.** The following exhibits (the "**Exhibits**") were attached to this Sublease and made a part hereof prior to the execution of this Sublease:

 Exhibit A Copy of Master Lease

 Exhibit B Plan of Subleased Premises

 Exhibit C Base Rent Schedule

 Exhibit D Guaranty

**IN WITNESS WHEREOF**, Sublessor and Sublessee have executed this Sublease as of the day and year first above written.

**WITNESS: SUBLESSOR:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

 Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Its duly authorized

 **SUBLESSEE:**

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Its duly authorized

ACKNOWLEDGMENT OF SUBLESSOR:

STATE OF )

 ) ss. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

COUNTY OF )

On this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, 200\_\_, before me, the undersigned officer, personally appeared \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, known to me to be the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and that he/she as such \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, duly authorized, executed the foregoing instrument as his/her free act and deed on behalf of the corporation for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public/

 Commissioner of the Superior Court

My commission expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ACKNOWLEDGMENT OF SUBLESSEE:

STATE OF )

 ) ss. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

COUNTY OF )

On this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, 200\_\_, before me, the undersigned officer, personally appeared \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, known to me to be the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and that he/she as such \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, duly authorized, executed the foregoing instrument as his/her free act and deed on behalf of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public/

 Commissioner of the Superior Court

My commission expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**EXHIBIT A**

COPY OF MASTER LEASE

(To be attached)

**EXHIBIT B**

PLAN OF SUBLEASED PREMISES

(To be attached)

**CONSENT TO SUBLEASE AGREEMENT**

THIS CONSENT TO SUBLEASE ("**Consent Agreement**") dated as of this \_\_ day of \_\_\_\_\_\_\_, 200\_\_, is made with reference to that certain sublease (the "**Sublease**"), dated as of \_\_\_\_\_\_\_\_\_\_\_\_\_, 200\_\_ by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ("**Sublessor**") and\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_ corporation ("**Sublessee**"), and is entered into between the foregoing parties and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereafter the "**Landlord**"), with reference to the following facts:

A. Landlord is the landlord, and Sublessor is the tenant (the “**Tenant**”), under that certain Lease, dated as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, as thereafter amended or modified (the "**Master Lease**"), respecting certain premises ("**Premises**") situated in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the "**Building**"), as further described in such Master Lease.

B. Tenant (as Sublessor) and Sublessee wish to enter into the Sublease with respect to a portion of the Premises described therein (the "**Subleased Premises**").

C. Tenant and Sublessee have herewith presented the fully-executed Sublease to Landlord for Landlord's approval, and Landlord is willing to approve the same, in accordance with the expressed terms of the Master Lease, and upon all of the, terms and conditions of this Consent Agreement.

**NOW, THEREFORE**, for good and valuable consideration, Landlord hereby consents to the execution and delivery of the Sublease by Tenant and Sublessee on the terms and conditions set forth herein, and the parties hereto agree as follows:

1. The parties hereto intend the Sublease to be subject and subordinate to all provisions of the Master Lease. Nothing in the Sublease will supersede any of the terms, covenants or conditions of the Master Lease. Nothing in the Sublease will in any way whatsoever expand the liability or obligations of Landlord, whether to Tenant, Sublessee or any other person or entity, or diminish the rights of Landlord against any person or entity liable or responsible for the performance of the Lease. Landlord does acknowledge that certain provisions of the Lease, which were deemed by Tenant to be personal in nature to Tenant, were not incorporated into the Sublease and therefore do not inure to the benefit of Sublessee. Such certain provisions are expressly set forth in Section 2(h) of the Sublease.

2. This Consent Agreement will not change, modify or amend the Master Lease in any manner. The consent (“**Consent**”) granted hereunder will not be deemed consent to any further subleases by Tenant. Sublessee may not sub-sublease all or any portion of the Subleased Premises or assign the Sublease except in accordance with the Master Lease provisions pertaining to subleases and assignments, and in accordance with the Sublease provisions pertaining to sub-subleases and assignments.

3. Notwithstanding anything herein to the contrary, this Consent Agreement is not consent or an agreement by Landlord to the particular terms and conditions of the Sublease, nor shall it serve as Landlord’s consent to Sublessee’s initial alterations which Sublessee desires to make to the Subleased Premises, if any, in order to prepare the same for its use and occupancy (which for purposes hereof shall be provided separately by Landlord).

4. Sublessee hereby acknowledges that it has read and has knowledge of all of the terms, provisions, rules and regulations of the Master Lease and agrees not to do or omit to do anything which would cause Tenant to be in breach of the Master Lease. Any such act or omission will also constitute a breach of this Consent and will entitle Landlord to recover any damage, loss, cost or expense which it thereby suffers, from Sublessee, whether or not Landlord proceeds against Tenant, but only to the extent that Landlord would be entitled to recover the same from Tenant, in accordance with the express provisions of the Master Lease.

5. In the event of any litigation between the parties hereto with respect to this Consent Agreement, the unsuccessful party agrees to pay the successful party all costs, expenses and reasonable attorney's fees incurred therein by the successful party, which shall be included as a part of the judgment therein rendered.

6. This Consent Agreement will be binding upon and inure to the benefit of the parties' respective successors and assigns, subject to all agreements and restrictions contained in the Master Lease, the Sublease and herein with respect to subleasing, assignment, or other transfer. The agreements contained herein constitute the entire understanding between the parties with respect to the subject matter hereof, and supersede all prior agreements, written or oral, inconsistent herewith. This Consent Agreement may be amended only in writing, signed by all parties hereto.

7. To the extent there are any conflicts between the terms of the Sublease and the terms of this Consent Agreement, the terms of this Consent Agreement will control to the extent that such conflicts relate to the provisions of Landlord’s consent, but to the extent that such conflict involves the actual terms of the Sublease by and between Tenant and Sublessee, the terms of the Sublease shall control.

8. Terms used but not defined in this Consent Agreement and which are defined in the Master Lease will have the same meaning for purposes hereof as they have in the Master Lease.

IN WITNESS WHEREOF, the following parties have executed this Consent Agreement as of the date first above written.

|  |  |
| --- | --- |
| WITNESSES: Name: Name:  | **TENANT:** By: Name: Its:  |

|  |  |
| --- | --- |
|  Name: Name: | **SUBLESSEE**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_By: Name: Its:  |
|  |  |

|  |  |
| --- | --- |
|  Name: Name:  | **LANDLORD**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**EXHIBIT C**

BASE RENT SCHEDULE

**EXHIBIT D**

GUARANTY OF SUBLEASE

 THIS GUARANTY OF SUBLEASE ("**Guaranty**") is made this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

200\_\_, by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, having an address at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ("**Guarantor**") to and for the benefit of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_("**Sublessor**"), in order to induce Sublessor to enter into a certain sublease ("**Sublease"**), dated \_\_\_\_\_\_\_\_\_\_\_\_\_, 200\_, between Sublessor and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ corporation ("**Sublessee**"), with respect to certain premises located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, as more particularly described in the Sublease. For valuable consideration rendered to Guarantor by Sublessor, the receipt and sufficiency of which is hereby acknowledged, and in order to induce Sublessor to enter into the Sublease, Guarantor, intending to be legally bound and to bind his/her or its heirs, executors, administrators, personal representatives, successors and assigns, hereby covenants and agrees with Sublessor as follows:

 1. The Sublease is hereby incorporated into this Guaranty by reference as if herein set forth in its entirety. Guarantor represents and warrants to Sublessor that prior to Guarantor's execution of this Guaranty, it received and reviewed a true, complete and correct copy of the Sublease.

 2. Guarantor irrevocably and unconditionally guarantees to Sublessor the timely and complete performance and observance of all agreements and obligations (collectively, "**Obligation(s)**") of Sublessee, and Sublessee's successors, permitted assigns and sublessees, arising under the Sublease and all renewals, modifications, amendments and extensions thereof (which shall be deemed included in the term "Sublease" as used herein), including, without limitation, the obligation to pay (a) the full Base Rent for the entire Term of the Sublease as now stated and defined therein, in accordance with the terms of the Sublease, (b) all additional rent and other sums payable to Sublessor under the Sublease, and (c) all damages, losses, costs, interest, charges and expenses (including, without limitation, reasonable attorney's fees) of every kind, nature and description, suffered or incurred by Sublessor arising in any manner out of, or in any way connected with any default by Sublessee under the Sublease. If the Base Rent, additional rent, or any part thereof, under the Sublease is accelerated (as provided for by the terms of the Sublease) by reason of a Sublessee Default thereunder or otherwise, and if Sublessee shall fail to pay such accelerated rent, Guarantor shall pay the same to Sublessor on demand. Without limitation to the foregoing or to any other provision of this Guaranty, if Sublessee fails to observe or perform any Obligation in accordance with the Sublease, including without limitation the Obligation to pay Base Rent or additional rent, then, on Sublessor's demand, Guarantor shall fully observe and perform such Obligation. This Guaranty is continuing, and shall be effective regardless of how long before or after the date hereof any of Sublessee's Obligations were incurred or accrued.

 3. The Obligations further include, without limitation, all obligations to and agreements with Sublessor purported to be made on behalf of Sublessee by any officer or agent, of Sublessee, without regard to the actual power or authority of such officer or agent.

 4. Guarantor acknowledges receipt of good, valuable and sufficient consideration for its making of this Guaranty, and Guarantor subjects its separate property to this Guaranty and hereby expressly agrees that recourse may be had against such separate property for all Guarantor's obligations hereunder. Guarantor further agrees that any and all of such separate property shall be subject to execution for any judgment or decree enforcing this Guaranty.

 5. Guarantor agrees that Sublessor may, at any time and from time to time, either with or without consideration: (a) surrender any property or collateral of any kind or nature whatsoever held by Sublessor or by any person on Sublessor's behalf, securing any or all of the Obligations; (b) substitute for any property or collateral so held other property or collateral of like kind or of any other kind; (c) acquire new security for the Obligations; (d) amend, supplement or modify the terms of the Sublease; (e) consent to or allow any assignment of the Sublease or any subletting of the property demised under the Sublease; and (f) exercise any right or remedy against Sublessee under the Sublease (including, without limitation, the right to accelerate Base Rent or additional rent under the Sublease and the right to terminate the Sublease), all without notice to or consent from the Guarantor, and all without impairing the liability of Guarantor hereunder. Guarantor waives notice of acceptance of this Guaranty, and of any default by Sublessee under the Sublease.

 6. At the option of Sublessor, from time to time and for so long as Sublessor may elect, this Guaranty may be treated as a guaranty or as a suretyship. In any event, Sublessor shall have the right to proceed against the Guarantor without first proceeding against Sublessee or any other guarantor of, or security for, the Obligations.

7. The liability of Guarantor hereunder is absolute and unconditional and shall not be affected by, and Guarantor hereby waives and agrees not to assert or take advantage of: (a) any right to require Sublessor to proceed against Sublessee or any other person or to exhaust any security held by Sublessor or to pursue any right or remedy before proceeding against Guarantor; (b) the defense of the statute of limitations in any action hereunder or for the collection of any indebtedness or the performance of any Obligation hereby guaranteed; (c) any defense arising by virtue of the failure of Sublessor to file or enforce any claim; (d) any notice of the existence, creation or incurring of any new or additional indebtedness or obligation by, or of any action or non-action on the part of Sublessee or Sublessor; (e) any defense arising by virtue of the lack of authority or the dissolution of Sublessee or any other person; (f) any defense based upon an election of remedies by Sublessor, including without limitation an election to proceed by non-judicial means which destroys or otherwise impairs any subrogation or other rights of Guarantor against Sublessee; (g) any termination of the Sublease prior to its stated expiration date; and (h) any duty on the part of Sublessor to disclose to Guarantor any fact which Sublessor may now or hereafter know about Sublessee, regardless of whether Sublessor has reason to believe that such fact materially increases the risk beyond that which Guarantor intends to assume, or has reason to believe that such fact in unknown to Guarantor, or has a reasonable opportunity to communicate such fact to Guarantor, it being agreed that Guarantor is fully responsible for being and keeping informed of the financial condition of Sublessee and of all facts and circumstances bearing on the satisfaction and performance of the Obligations.

 8. None of the obligations of Guarantor hereunder shall be affected in nay manner by any impairment, modification, limitation, reduction or release of the Obligations of the Sublessee under the Sublease resulting from or relating to any provisions of or proceeding sunder the Federal Bankruptcy Code or any other federal or state law relating to bankruptcy, insolvency, reorganization or arrangements or the decision of any federal, state or local court or the unenforceability of any provision of the Sublease, In the event Sublessee shall become insolvent or shall be adjudicated a bankrupt or shall file a petition for reorganization, arrangement or similar relief under the Federal Bankruptcy Code, or if Sublessee shall seek a judicial readjustment of the rights of its creditors under any present or future federal, state or local law or if a receiver of all or part of its property is appointed by any federal, state or local court, and in any such proceeding the Sublease shall be terminated or rejected or the obligations of Sublessee thereunder shall be modified, suspended or otherwise affected, then Guarantor shall upon demand of Sublessor perform all obligations and pay all sums which Sublessee would have been obligated to perform and to pay but for such proceedings.

 9. Guarantor agrees that this Guaranty shall inure to the benefit of and may be enforced by Sublessor and Sublessor's transferees, successors and assigns. This Guaranty shall not be assigned in whole or in part by Guarantor.

 10. This Guaranty shall be governed by the laws of the State

of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Guarantor hereby irrevocably appoints and designates Sublessee its true and lawful agent upon which legal process in any action instituted to enforce this Guaranty may be served and directs such agent to notify Guarantor of any such service by forwarding a copy of all such process by registered or certified mail, postage prepaid, to Guarantor at the address above indicated, the Guarantor agreeing that the serving of such process in such manner shall constitute sufficient and effective service of process upon it in any such action.

 11. If more than one person has executed this Guaranty as Guarantor, then the obligations and liability of such persons shall be joint and several.

 12. All sums payable by Guarantor to Sublessor hereunder shall be due and payable on demand and if not paid within five (5) days after demand, shall bear interest at the default rate of interest on late payments specified in the Sublease.

 13. Except as specifically set forth herein to the contrary, all notices and other communications required by or relating to this Guaranty shall be in writing and shall be personally delivered or transmitted by telegram or mailed overnight delivery by a reputable carrier of the same (i.e. Federal Express) or by United States registered or certified mail, return receipt requested, postage prepaid, to the other party to this Guaranty, at its address set forth above, or at such other address as such other party shall designate by notice, and shall be effective when delivered to such address. Any official U.S. Postal Service delivery receipt shall constitute conclusive proof of such delivery.

 14. So long as the Sublessee's obligations and liabilities to Sublessor under the Sublease have not been satisfied in full, no payment by Guarantor pursuant to the provisions hereof shall entitle Guarantor, by subrogation to the rights of Sublessor or otherwise, to any payment by Sublessee, or to any of the property of Sublessee.

 15. Guarantor shall, promptly following the request of Sublessor, execute, acknowledge, deliver and record or file such further documents and do such further acts as may be necessary, desirable or proper to carry out more effectively the purpose of this Guaranty, or as may be deemed advisable by Sublessor, and Guarantor shall pay on demand all costs connected with any of the foregoing.

 16. If any term, provision, or condition of this Guaranty shall be invalid, illegal or unenforceable in any respect, the remainder of this Guaranty shall be construed without such provision and the application of such term or provision to persons or circumstances other than those as to which it is held invalid, illegal or unenforceable, as the case may be, shall not be affected thereby, and each term and provision of this Guaranty shall be valid and enforced to the fullest extent permitted by law.

 17. Guarantor shall pay upon demand all costs and expenses (including, without limitation, court costs and legal fees) paid or incurred by Sublessor to enforce this Guaranty.

 18. Any defined terms of the Sublease which is not defined herein shall have the meanings ascribed to them in the Sublease as if fully set forth herein.

 IN WITNESS WHEREOF, Guarantor has executed this Guaranty as of the date first above written.

WITNESSES: GUARANTOR:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

STATE OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

 )ss.

COUNTY OF\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

 On this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 200\_\_\_ before me, a Notary Public in and for said County, appeared \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, to me personally known, who being by me duly sworn, did say that [he] [she] is the \_\_\_\_\_\_\_\_\_\_\_\_of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the corporation named in and which executed the within instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public/

 Commissioner of the Superior Court