

General forms.

This sublease and agreement made this _____ day of _____ [year], by and between _____, a _____ corporation, _____ [address], sublessor, and _____, of _____, _____, sublessee.

Recitals

Sublessor has heretofore entered into a lease ("principal lease") with _____ and _____ ("prime lessor") under date of _____, whereby prime lessor leased to sublessor the real estate, including easements and licenses pertaining thereto, described in exhibit A of the principal lease for an initial demised term ending at midnight on the last day of _____;

Sublessor desires to sublease such real estate to sublessee;

This sublease and agreement witnesses, that in consideration of their mutual covenants and agreements herein contained, and in consideration of the sum of one dollar (\$1) from sublessee to sublessor in hand paid, receipt of which is hereby acknowledged by sublessor, the parties hereto agree as follows:

1. Sublessor hereby subleases and rents unto sublessee, and sublessee hereby subleases and rents from sublessor, the real estate covered by the principal lease for the entire term of the principal lease. Except as set forth herein, this sublease is made upon, and shall be subject to, all of the terms, covenants and conditions of the principal lease, a copy of which has been furnished to sublessee by sublessor, and the terms, covenants and conditions of which are hereby incorporated herein by reference. Sublessee hereby covenants and agrees to perform and observe and be bound by all of the terms, covenants, acknowledgments, and conditions by or on the part of the lessee under the principal lease from and after the date hereof, and to hold sublessor harmless from and against any liabilities under or pursuant to the principal lease by reason of sublessee's failure to fully comply with any and all of such duties, covenants and obligations of the lessee under and pursuant thereto or by reason of sublessee's conduct or management of the business conducted by sublessee. Sublessee acknowledges that sublessor does not pursuant to this sublease covenant or agree to do or perform any obligations undertaken or assumed by the lessor under the principal lease; sublessor will however use its best efforts to obtain performance by lessor under the principal lease.

2. Sublessee may not assign or sublease sublessee's rights in or interest under this sublease without the prior written consent of sublessor.

3. The monthly rental, the additional rental required pursuant to the terms of article _____ of the principal lease and other sums required to be paid by sublessee pursuant to article _____ of the principal lease or any other provision thereof, shall be remitted, without demand or offset, by sublessee to sublessor in accordance with and pursuant to the time periods required by the applicable provisions of the principal lease.

4. In the event that (i) sublessee shall be in default under any of the provisions of paragraph 2 above or any of the other provisions of this sublease, and shall continue to be in default after 30 days' written notice thereof from sublessor; or (ii) a petition in bankruptcy be filed by or against sublessee in any court of competent jurisdiction, or sublessee be declared insolvent by any court of competent jurisdiction and a receiver of sublessee's property appointed, or sublessee resorts to assignment of the assets for the benefit of sublessee's creditors; then sublessor shall have the right to terminate this sublease, to take possession of the real estate referred to herein and to purchase the salable inventory located on the demised premises at cost.

5. In the event that sublessee desires to extend the term of this sublease and the principal lease under the terms of article _____ of the principal lease, sublessee shall give written notice to sublessor of its intention at least _____ (_____) months prior to the expiration of the initial term or the first additional period, as the case may be. Upon receipt of such notice, sublessor shall give written notice of its intention to lessor under the principal lease in accordance with article _____ of such principal lease and the principal lease and this sublease shall continue for the extended term. In the event that sublessee shall not give written notice to sublessor of its intention