***SUBLEASE AGREEMENT***

This Sublease Agreement (the "Sublease") is made effective as of [Insert Date], by and between [Insert Name of Tenant] ("Tenant"), and [Insert Name of Subtenant]dated [Insert Date] (the "Prime Lease"), a copy of which is attached as an exhibit to this Sublease. The Tenant now desires to sublet the leased property to the Subtenant and the Subtenant desires to sublet the leased property from the Tenant. Therefore, the parties agree as follows:

**PREMISES.**

Tenant, in consideration of the sublease payments provided in this Agreement, sublets to Subtenant [Insert Description of Property Being Subleased] located at [Insert Address of Property To Be Subleased], (the "Premises").

**TERM AND POSSESSION.**

The term of this Sublease will begin on [Insert Date] and unless terminated sooner pursuant to the terms of this Sublease, it will terminate on [Insert Date]. Subtenant shall be entitled to possession on the first day of the term of this Sublease and shall yield possession on the last day of the term of this Sublease unless otherwise agreed by both parties in writing.

**SUBLEASE PAYMENTS.**

Subtenant shall pay to Tenant sublease payments of $[Insert Amount] per month, payable in advance on the [Insert Day of the Month] day of each month, for a total sublease payment of $[Insert Amount]. Sublease payments shall be made to Tenant at [Insert Address Where Sublease Payments Will Be Made], which may be changed from time to time by Tenant.

**SECURITY DEPOSIT.**

At the time of the signing of this Sublease, Subtenant shall pay to Landlord, in trust, a security deposit of $[Insert Amount] to be held and disbursed for Subtenant damages to the Premises or other defaults under this Sublease (if any) as provided by law.

**NOTICE.**

Notices under this Sublease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows to every interested party:

**TENANT:**

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

[Insert Name of Tenant]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Insert Address of Tenant]

**SUBTENANT:**

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

[Insert Name of Subtenant]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Insert Address of Subtenant]

Such addresses may be changed from time to time by any party by providing notice to the other interested parties as described above.

**GOVERNING LAW.**

This Sublease shall be construed in accordance with the laws of the State of [Insert State].

**INCORPORATION OF PRIME LEASE.**

This Sublease is subject to all of the terms of the Prime Lease with the same force and effect as if each provision of the Prime Lease were included in this Sublease, except as otherwise provided in this Sublease. All of the obligations of Tenant under the Prime Lease shall be binding upon Subtenant. All of the obligations of Landlord under the Prime Lease shall inure to the benefit of Subtenant. It is the intent of the parties that, except as otherwise provided in this Sublease, the relationship between Tenant and Subtenant shall be governed by the various provisions of the Prime Lease as if those provisions were included in this Sublease in full, except that the terms "Landlord," "Tenant" and "Lease" as used in the Prime Lease, shall instead refer to, respectively, "Tenant," "Subtenant" and "Sublease."

**TENANT**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
[Insert Name of Tenant]

**SUBTENANT**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
[Insert Name of Subtenant]