

COMMERCIAL SUBLEASE (DELAWARE)

THIS AGREEMENT made effective as of the [NUMBER] day of [MONTH], [YEAR].

BETWEEN:

TENANT
[ADDRESS]
(the "Tenant")

- and -

SUBTENANT
[ADDRESS]
(the "Subtenant")

FOR VALUABLE CONSIDERATION, the Parties agree to the following terms and conditions.

1. Premises.

Tenant hereby subleases to Subtenant and Subtenant hereby subleases from Tenant for the term specified below, and upon all of the conditions set forth herein, that certain real property, including all improvements thereon, known by the street address of [STREET ADDRESS] located in the State of Delaware and generally described as [DESCRIPTION OF PREMISES] (the "Premises").

2. Term.

The term of this Sublease shall be for [NUMBER][MONTHS/YEARS] commencing on [DATE] and ending on [DATE], unless sooner terminated pursuant to any provision hereof. Tenant agrees to use its best reasonable efforts to deliver possession of the Premises by the commencement date. If, despite said efforts, Tenant is unable to deliver possession as agreed, the rights and obligations of Tenant and Subtenant shall be as set forth in the Master Lease and in Paragraph 7 of this Sublease.

3. Base Rent.

Subtenant shall pay to Tenant as Base Rent for the Premises equal monthly payments of \$[#,###.##] in advance, on the [#] day of each month of the term hereof. Subtenant shall pay Tenant upon the execution hereof \$[#,###.##] as Base Rent for the period from [DATE] through [DATE]. Base Rent which is less than one month for any period during the term hereof shall be calculated at a pro rata portion of the monthly installment.

4. Rent Defined.

All monetary obligations of Subtenant to Tenant under the terms of this Sublease (except for the Security Deposit) are deemed to be rent ("Rent"). Rent shall be payable in lawful money of the United States to Tenant at the address stated herein or to such other persons or at such other places as Tenant may designate in writing.

5. Security Deposit.

Subtenant shall deposit with Tenant upon execution hereof \$[#,###.##] as security for Subtenant's faithful performance of Subtenant's obligations hereunder. The rights and obligations of Tenant and Subtenant as to said Security Deposit shall be as set forth in the Master Lease (as modified by Paragraph 7 of this Sublease).

6. Use of Premises.

(a) The Premises shall be used and occupied only for [STATE USE OF PREMISES IN WORDS] and for no other purpose.

- (b) Tenant warrants that the improvements on the Premises comply with all applicable covenants or restrictions of record and applicable building codes, regulations and ordinances in effect on the commencement date. Said warranty does not apply to the use to which Subtenant will put the Premises or to any alterations or utility installations made or to be made by Subtenant. NOTE: Subtenant is responsible for determining whether or not the zoning is appropriate for its intended use, and acknowledges that past uses of the Premises may no longer be allowed. If the Premises do not comply with said warranty, or in the event that the applicable requirements are hereafter changed, the rights and obligations of Tenant and Subtenant shall be as provided in the Master Lease (as modified in Paragraph 7 of this Sublease).