

PROPOSAL TO SUBLEASE

_____, _____, _____
(City) (State) (Date)

1. Sublessee. _____, ("Sublessee") hereby proposes to Sublease the real property (the "Premises") hereinafter described upon the terms and conditions herein set forth.

2. Premises. The Premises, which are the subject of this proposal are located in the County of _____ State of _____, commonly known as _____ and described as _____.

3. Broker.
3.1 This proposal is being submitted to Lessor through _____ ("Broker") who is the procuring cause of this proposal. Sublessee agrees to use the services of Broker exclusively in connection with any and all negotiations and offers with respect to the Premises for a period of one year from the above date.

3.2 Notwithstanding whether or not the Parties ultimately enter into a Sublease of the Premises, the Parties acknowledge that the following real estate brokerage relationship exists:
 (Check if applicable) Broker represents both Sublessor and Sublessee; or
 (Check if applicable) Broker represents Sublessee exclusively and shall not be considered the subagent and/or representative of Sublessor's broker.

4. Deposit.
4.1 (A) (Check if applicable) Sublessee hereby delivers to Broker a check in the amount of \$ _____ ("Deposit"). Broker is to hold said check uncashed in Trust. Sublessee hereby acknowledges this instruction (_____ Sublessee's Initials).
(B) (Check if applicable) Sublessee hereby delivers to Broker a check in the amount of \$ _____ ("Deposit"). Broker is instructed to hold check uncashed until acceptance hereof and by his/her initials. Broker hereby acknowledges this instruction. (_____ Broker's initials).

4.2 Upon execution of the Sublease agreement contemplated hereby, Broker is authorized by Sublessee to deliver the Deposit to Sublessor.

5. Term. The term of the Sublease shall be _____ months and shall begin on _____ and shall end on _____.

6. Rent.
6.1 Monthly rent during the initial Sublease term shall be \$ _____ payable, in advance, on the _____ day of each month of the term hereof.
6.2 On execution of Sublease, Sublessee shall pay to Sublessor \$ _____ representing rent for _____.

7. Security Deposit. The Security Deposit shall be in the amount of \$ _____.

Total monies due upon execution of Sublease (security deposit plus advance rent): \$ _____
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8. Agreed Use. The Premises shall be used only for _____

9. Possession and Condition of Premises. Sublessor warrants that the Premises, without regard to the purpose for which Sublessee will use them, do not violate any covenant or restriction of record or any

applicable governmental requirement. If Sublessee is not already in possession, Sublessor shall deliver the Premises on _____, broom clean and free of debris with the plumbing, lighting, heating, ventilating and air conditioning, and loading doors in good operating condition. Subject to the preceding two sentences, Sublessee accepts the Premises in an "AS IS" condition and in its present condition

10. Maintenance and Repairs. The foundations, exterior walls and exterior roof shall be maintained by _____. Sublessee shall repair and maintain all other parts of the Premises and adjacent areas.

11. Insurance.

11.1 Property Insurance (i.e., all perils included within the classification of fire and extended coverage, vandalism, and malicious mischief shall be paid for by _____.
If paid for by Sublessor, Sublessee shall pay any increase in premiums over those paid in the "Base Period".

11.2 Liability insurance naming Sublessee and Sublessor as co-insured or "additional insured," shall be paid for by Sublessee.

12. Property Taxes. Real property taxes shall be paid by _____.
If paid by Sublessor, Sublessee shall pay increases over the taxes payable for the _____ real estate tax year.

13. Proportion and Share of Expenses. If the Premises are part of a larger building or a complex of buildings, Sublessee shall pay its proportionate share, ie. _____%, of the operating expenses, if any, of the property of which the Premises are a part, including, but not limited to, real property taxes, insurance, maintenance, and security costs.

14. Sublease Agreement. The Sublease which is to be ultimately executed by the Parties shall contain the provisions of the most recent edition of the Net Gross Other (specify) _____.

15. SubSublease Proposal.

If this box is checked, this is a proposal to subSublease, and

15.1 All references herein to Sublease, Sublessor, and Sublessee shall be construed to mean SubSublease, SubSublessor, and SubSublessee, respectively.

15.2 The subSublease shall be subject to and subordinate to the Master Sublease and, except for those matters which are directly contradicted by this proposal, the terms and conditions of the parties shall be the terms and conditions of the Master Sublease.

15.3 Within three business days following acceptance of this proposal, SubSublessor shall deliver to SubSublessee a complete and accurate copy of the Master

15.4 If this transaction requires the approval of the Master Sublessor, SubSublessee shall provide to the Master Sublessor all information reasonably required by Master Sublessor. SubSublessor shall use its best reasonable efforts to obtain Master Sublessor's approval, and if within _____ business days following acceptance of this proposal, the Master Sublessor has not approved this transaction, this transaction shall, at the option of SubSublessee, be terminated and all amounts deposited by SubSublessee shall be returned to SubSublessee.

16. No Broker Representations. Sublessor and Sublessee acknowledge that Broker has made no representations or warranties regarding the physical condition of the Premises, or its suitability for Sublessee's intended use, and that neither Party has made any representations or warranties to the other (except as expressly set forth in this proposal) and that Sublessor and Sublessee are relying upon their own independent investigations in making or accepting this offer.

17. Disclosure. This proposal is contingent upon Sublessee's receipt and written approval, within 5 days after delivery to Sublessee, of a completed "Property Information Sheet" duly executed by or on behalf of Sublessor.

18. Assignment and Subletting. Sublessee shall have the right to subSublease or assign the lease with Sublessor's prior written consent, which consent shall not be entitled to reasonable attorneys' fees.

19. Attorneys' Fees. Should litigation arise between Sublessor, Sublessee and Broker, or any of them, concerning this transaction, the prevailing party shall be entitled to reasonable attorneys' fees.

20. Expiration. Unless accepted in writing by Sublessor on or before _____, this proposal shall expire and be of no further force or effect, and Sublessee's deposit shall be returned to Sublessee.

21. Time. Time is of the essence with respect to this proposal.

22. Addendum. Any Addendum attached hereto is hereby incorporated in this proposal by this reference.

Addendum attached: Yes: (Paragraphs _____ through _____)
No:

SUBLESSEE HAS READ, AND FULLY UNDERSTANDS THE FOREGOING AND ACKNOWLEDGES RECEIPT OF A COPY HEREOF.

THIS PROPOSAL IS NOT BINDING ON EITHER PARTY. IT IS INSTEAD INTENDED TO FACILITATE NEGOTIATIONS BETWEEN THE PARTIES. THE PARTIES SHALL NOT BE OBLIGATED TO SUBLEASE THE PREMISES UNTIL BOTH HAVE SIGNED A MUTUALLY AGREEABLE SUBLEASE AGREEMENT.

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY ANY REAL ESTATE BROKER AS TO THE LEGAL SUFFICIENCY , LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS PROPOSAL OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS TRANSACTION.

DATED: _____

SUBLESSEE

By: _____

Street Address

City, State, Zip

Telephone Number of Sublessee

Broker: _____

By _____

Street Address

City, State, Zip

Telephone Number of Broker

23. Sublessors Acceptance. Sublessor accepts the foregoing proposal to Sublease the Premises and authorizes Broker to communicate to Sublessee Sublessors acceptance hereof and to deliver an executed copy of this Agreement to Sublessee.

DATED: _____

SUBLESSOR

By _____

Street Address

City, State, Zip

Telephone Number of Sublessor

COMMISSION AGREEMENT

In consideration of the real estate brokerage services rendered by Broker to Sublessor, the undersigned Sublessor agrees that if Sublessee subleases the Premises within six months of the date of this Proposal, then, Sublessor shall pay Broker a fee in accordance with Broker's current Schedule of Commissions. If Sublessor has appointed an exclusive agent other than the Broker named herein, the brokerage commission shall be as mutually agreed between the brokers.

DATED: _____

SUBLESSOR:

By _____