

SUB-LEASE AGREEMENT

THIS IS A SUBSUB-LEASE AGREEMENT, made on the _____ day of _____, year _____ by and between Michael Levy and Sean Jacobs individuals residing or intending to reside at 49 Madison Drive, Newark, DE 19711, hereinafter referred to as "Primary Lessors", and _____ individual residing or intending to reside at the Sub-leased Premises described below, hereinafter referred to as "Sublet Tenant". Primary Lessors hereby agree to Sub-lease to the Sublet Tenant, and the Sublet Tenant hereby agree to hire and take from the Primary Lessors, the Sub-leased Premises described below pursuant to the terms and conditions specified herein:

1. Sub-leased Premises. The Sub-leased Premises are those premises described as the townhouse situated at 49 Madison Drive, College Park, Newark, DE 19711. Specifically, the Sub-Lessor will reside in the mid-size upstairs room.

2. Term. The term of the Sub-lease shall be for a term of three-months commencing on the _____ of January, 2007, and ending on Midnight of the _____ day of _____, year _____

3. Rent. The monthly rental amount for the Sub-leased Premises is \$325.00 per month. The entire amount of the rent payment must be paid by the first day of each month at the Primary Lessors' address listed above. Rent must be paid in one check. If rent is not paid by the fifth day of the month, a 5% late fee shall be added to the rent due and payable for that month. Such late fee shall be construed as rent and must be paid to satisfy rent payment for that month. Rent payments may also be made by mail, postmarked on the first day of open postal service of the month. The first month's rent is to be paid on or before _____. Primary Lessors need not give notice to Sublet Tenant regarding Sublet Tenant's obligation to pay rent.

4. Returned Checks: The amount of any returned check, plus \$25.00 must be paid within five days of its return. The additional \$25.00 shall be construed as rent and must be paid to satisfy rent payment for that month.

5. Joint and Severable Liability: Sublet Tenant understand they are jointly and severably liable for rents and damages.

6. Security Deposit. Upon Sublet Tenant's execution of this Sub-lease, Sublet Tenant shall make a security deposit of \$ 325 .00 to Primary Lessors in order to ensure that Sublet Tenant comply with all the terms and conditions of the Sub-lease. If Sublet Tenant fully comply, Primary Lessors will return the security deposit within thirty days after Sublet Tenant deliver possession of the Sub-leased Premises to Primary Lessors. If Sublet Tenant do not fully comply with the terms of the Sub-lease, Primary Lessors may use the security to pay amounts owed by Sublet Tenant, including damages. The security deposit shall not be used in lieu of payment of the last month's rent. If Sublet Tenant's failure to comply with the Sub-lease results in costs to the Primary Lessors in excess of the security deposit, Primary Lessors may assert their right to collect additional remuneration in accordance with the laws of the State of Delaware.

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7. Default/Abandonment. If Sublet Tenant default on payment of rent or any other term or condition of this Sub-lease, Primary Lessor may give Sublet Tenant written notice to cure such default. If Sublet Tenant fails to correct such fault within 7 days of notice, Primary Lessor may elect to terminate the Sub-lease, re-enter the Sub-leased Premises and remove the Sublet Tenant, all other occupants, and their possessions. If Sublet Tenant abandon or vacate the Sub-leased Premises during the term of this Sub-lease, Primary Lessors may elect to re-enter the premises, without liability for prosecution or owing damages to Sublet Tenant, and, at their option, re-let the Sub-leased Premises. If the Primary Lessors elect not to re-let the Sub-leased Premises, Sublet Tenant shall be liable for the remainder of the rent due under the Sub-lease to its expiration. If the Primary Lessors elect to re-let the Sub-leased Premises but are unable to re-let the Sub-leased Premises for as much rent as would have been paid by Sublet Tenant during the period between Sublet Tenant's abandonment and the end of the Term, Sublet Tenant shall be liable to Primary Lessors for the difference. Primary Lessors may also dispose of any property left by Sublet Tenant after abandonment without liability and apply the proceeds to reduce such difference.

8. Occupants. The mid-size upstairs room shall be occupied by the following persons only: Above-named Sublet Tenant. The Sub-leased Premises shall not have more than 4 unrelated tentants. The authorized Above-named Sublet Tenant may only use the Sub-leased Premises for residential purposes and may not utilize the premises for commercial or business purposes. The Sublet Tenant is allowed to bring guests to the Sub-leased Premises. The Sublet Tenant is permitted to have guests in the house for a period of less than three days days in any given 7-day period and less than five days in any 14 day period. The Sublet Tenant agrees to initiate, in advance, communication with the Primary Lessors regarding proposals for their guests to stay for a more extended period. The Primary Lessors reserve the right to allow or not allow such stays. The Primary Lessors reserve the right to have guests for an extended period.

9. Repairs. Sublet Tenant must take care of the Sub-leased Premises and all equipment and fixtures contained therein. Sublet Tenant are liable for damages caused by their acts or neglect and any acts and neglect of their family, invitees, guests or agent. Sublet Tenant must make all repairs when it results from his act or neglect. If Sublet Tenant are not skilled to make repairs, they shall hire the services of a competent professional. Repairs made by Sublet Tenant' or their hired workmen must be acceptable to Primary Lessors. If Sublet Tenant fail to make a needed repair or replacement , Primary Lessors may do it and add the expenses to the rent. Primary Lessor is liable for any major maintenance work not the result of Sublet Tenant' act or neglect.

10. Partial or Total Destruction of Sub-leased Premises. If the Sub-leased Premises are partially damaged or completely destroyed by a fire or other occurrence which is not caused by Sublet Tenant negligence or willful act (or the negligence of Sublet Tenant' family. invitees, guests or agent), Primary Lessor may elect to: (1) repair or rebuild the Sub-leased Premises during the period of unSublet Tenantability and abate the rent proportionately for this period; or (2) not repair or rebuild the Sub-leased Premises, terminate the Sub-lease and prorate the rent up to the time of the damage. It is

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suggested that renters obtain renters' insurance to cover personal property, furnishings, televisions, etc.

11. Alterations. Sublet Tenant must obtain Primary Lessors' prior written consent to paint or wallpaper the Sub-leased Premises or to install any paneling, flooring, partitions, railings, or make any other alterations. Sublet Tenant must not alter the plumbing, ventilation, heating, air conditioning (if any), heating or electric systems. All the alterations, installations and improvements shall become property of the Primary Lessors when completed and paid for, and shall be surrendered as part of the Sub-leased Premises at the end of the term. Primary Lessors are not required to pay for any of the work performed under this section unless they have agreed to pay as indicated in their prior written consent. The sublet tenant must obtain written consent from the Primary Lessors in order to add or remove home furnishings from the common areas of the Sub-leased Premises. The Sub-let Tenant may add or remove their personal property from the basement room occupied by the Sub-let Tenant.

12. Maintenance of Sub-leased Premises. Sublet Tenant shall, at Sublet Tenant' expense, maintain the premises in a clean and sanitary condition at all times. Sublet Tenant agree to keep yard in presentable condition and free of litter. At the end of the term, Sublet Tenant will leave the Sub-leased Premises in clean and good condition, with the exception of ordinary wear and tear. Sublet Tenant shall remove all of Sublet Tenant' belongings and surrender all keys to Primary Lessors upon the expiration of the Sub-lease. The Sublet Tenant agrees to join the weekly work wheel, which assigns each occupant of the home a common room to clean and upkeep for the week. The Sublet Tenant agrees to attend and participate in weekly house meeting (see section 17.5).

13. Assignment/Subletting Restrictions. Sublet Tenant may not assign this agreement or sublet the Sub-leased Premises without the prior written consent of the Primary Lessors. Any assignment, sub-Sub-lease or other purported license to use the Sub-leased Premises by Sublet Tenant without the Primary Lessors' consent shall be void and shall (at Primary Lessors' option) terminate this Sub-lease.

14. Utilities and Services. Sublet Tenant are responsible for the payment of 1/N of all utilities and services, where N is the number of tenants residing in the Sublet Premises. Water and electric come from the city of Newark. Oil for heat comes from Shellhorn & Hill, 501 South Market St., Wilmington, DE 19805, ph. 658-5293. Sublet Tenant begin with a full tank of oil and oil tank must be refilled before end of Sub-lease. The oil account number is 1413700. The Primary Lessor maintains a 24-hour service contract. In case of any furnace problem Sublet Tenant should call the oil company.

15. Primary Lessors' Right to Enter. Primary Lessors may, at reasonable times, enter the Sub-leased Premises to inspect it, to make repairs or alterations, and to show it to potential buyers, lenders or Sublet Tenant.

16. Pets. Sublet Tenant may not keep pets in the Sub-leased Premises.

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17. Relations with Neighbors. Sublet Tenant shall make reasonable efforts to maintain good relations with neighbors.

17.5. Relations between occupants of 49 Madison. Sublet Tenant shall make reasonable efforts to maintain good relations with all occupants of 49 Madison. The Sublet Tenant agrees that all conflicts and concerns between individuals of the house that may occur will be solved by the formal consensus procedure given in Butler's "On conflict and Consensus"; where each occupant of the home will be present during such procedures. Weekly meetings are arranged for this purpose and other purposes. Weekly meetings will be scheduled once per week, with a common meal to be arranged before or after the meetings.

18. Parking. available on street and space on the driveway immediately in front of the garage and the area in front of the rear entrance.

19. Laws, Ordinances and Regulations. Sublet Tenant must, at Sublet Tenant's expense, comply with all laws, ordinances, and requirements of all municipal, county, state and federal authorities that are effective during the term of the Sub-lease agreement, pertaining to the use of the Sub-leased Premises. Sublet Tenant must not do anything that increases the Primary Lessors' insurance premium. Sublet Tenant must not do anything that would cause revocation of rental permit(s) or would otherwise restrict Primary Lessors' ability to use the premises for rental purposes. Sublet Tenant are hereby informed that ordinances of the City of Newark require mandatory eviction, in the case of two convictions per household in a twelve-month period, for violations such as noise, occupancy, underage consumption of alcohol, or building ordinances. Sublet Tenant agree to compensate Primary Lessors for costs, including fines imposed on Primary Lessors and lost rental revenues resulting from Sublet Tenant's failure to comply with this paragraph. Compensation shall be construed as rent, and shall be due and payable on the first day of the month following incurrence of costs.

20. Citations. Sublet Tenant shall advise Primary Lessors of any legal citations, complaints or violations of laws, ordinances and regulations within 3 days of their occurrence. Primary Lessors will then advise Sublet Tenant if, to the best of Primary Lessors' knowledge, such a citation might through municipal regulations endanger their occupancy of the Sub-leased Premises. Any such advice from Primary Lessors will in no way be construed as legal advice, which advice should be obtained from an attorney or other appropriate legal advisor of Sublet Tenant's choosing.

21. Primary Lessor Sublet Tenant Code. Sublet Tenant acknowledge that Primary Lessors have provided them with a summary of the Landlord-Tenant Code of the State of Delaware.

22. Emergencies: Sublet Tenant will immediately inform Primary Lessors or Primary Lessors' designee Ed Swartz, 82 Madison Drive, phone 286-1186, of any condition which requires immediate attention due to (a) threat to health, safety and/or welfare of Sublet Tenant, guests and or visitors; or (b) threat of damage to premises, especially where immediate action is needed to prevent further damage.

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23. Mediation. Any dispute(s) between Primary Lessors and Sublet Tenant, which is not agreeably resolved, may be submitted to an appropriate third party for mediation. Costs for such mediation shall be divided between and paid by Primary Lessors and Sublet Tenant regardless of whether or not the dispute is successfully resolved.

24. Legal Fees. The successful party in a legal action or proceeding between Primary Lessors and Sublet Tenant relating to the non-payment of rent, recovery of possession of the Sub-leased Premises, or any other costs incurred by Primary Lessors as the result of Sublet Tenant failure to abide by the terms and conditions of this Sub-lease, may to the extent legally available, recover reasonable legal fees and costs from the unsuccessful party.

25. Inspection Upon Occupancy. Sublet Tenant shall inspect the Sub-leased Premises at the beginning of the Sub-lease to determine them to be in good, habitable condition. Any pre-existing conditions shall be brought to Primary Lessors' attention immediately. A listing of the condition of all living spaces and equipment will be provided for Sublet Tenant to sign off concerning condition.

26. Subordination. This Sub-lease, and the Sublet Tenant' Sub-leasehold interest, is and shall be subordinate, subject and inferior to any and all liens and encumbrances now and thereafter placed on the Sub-leased Premises by Primary Lessors, any and all extensions of such liens and encumbrances and all advances paid under such liens and encumbrances.

27. Binding Obligations. This Sub-lease is binding on the Primary Lessors and Sublet Tenant and those that lawfully succeed to their rights or take their place. Sublet Tenant and Primary Lessors have all read this Sub-lease and all promises made by the parties are contained in this Sub-lease. The parties hereto have sought, or have had and waived the opportunity to seek, the opinion of an attorney or other advisor of their choosing as to their rights and obligations under this Sub-lease.

28. Entire Agreement. This Sub-lease is the entire agreement between Primary Lessors and Sublet Tenant. No additional terms and agreements shall be binding unless agreed to in writing and signed by all parties. Upon execution of any such modification of this Sub-lease Agreement, copies thereof shall be attached to and become part of this Sub-lease.

This Sub-lease is effective when Primary Lessors deliver one or more copies signed by all parties to Sublet Tenant. This Sub-lease may be written in multiple copies with identical wording, and any such copy bearing the original signatures of all parties shall be deemed an original copy. Parties have signed this Sub-lease Agreement the day and year written above.

Primary Lessor

Sublet Tenant

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Primary Lessor

Witness