SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT (this "Sublease") made this ____ day of _____, 20___, by and between _____ (collectively, if more than one, "Sublessor") and _____ (collectively, if more than one, "Sublessee").

MM Properties, L.L.C., a Georgia limited liability company ("Prime Lessor"), and Sublessor have entered into that certain Lease dated _____, 20___ (as may be amended from time to time, the "Prime Lease"), pursuant to which Sublessor leases certain premises commonly known as _____, Athens, Georgia (as more particularly described in the Prime Lease, the "Premises"). The Prime Lease is incorporated in this Sublease by reference thereto, including all rules and regulations attached to or incorporated in the Prime Lease or as may be adopted by Prime Lessor from time to time (the "Rules and Regulations").

1. TERM. This term of this Sublease shall commence on _____, 20__, and shall expire on _____, 20___, unless earlier terminated in accordance with the provisions of this Sublease. Notwithstanding the foregoing to the contrary, if the Prime Lease terminates prior to expiration of the term of this Sublease, this Sublease shall automatically terminate upon termination of the Prime Lease.

2. RENT. During the term of this Sublease, Sublessee shall pay directly to Prime Lessor all rent, additional rent, late fees, and other charges as set forth in the Prime Lease as and when due under the Prime Lease. Sublessee shall be jointly and severally liable with Sublessor for all such payments.

3. OTHER PROVISIONS. Sublessee shall be bound by, and comply with, all terms and conditions of the Prime Lease and perform all obligations of Sublessor thereunder during the term of this Sublease. Sublessee and Sublessor shall jointly and severally indemnify, defend and hold harmless Prime Lessor from and against any and all claims, losses, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or related to Sublessee's use or occupancy of the Premises or any breach of this Sublease or the Prime Lease by Sublessee.

4. TERMINATION. Prime Lessor or Sublessor may, in addition to pursuing all rights and remedies available at law or in equity, terminate this Sublease immediately upon written notice to Sublessee if Sublessee defaults in the payment of rent, additional rent, late fees or other charges or if Sublessee fails to comply with all terms and conditions of this Sublease and the Prime Lease (including, without limitation, the Rules and Regulations).

5. MISCELLANEOUS.

    a. This Sublease shall be governed by the laws of the State of Georgia. Sublessee submits and consents to personal jurisdiction and venue in any court of competent jurisdiction located in Athens-Clarke County, Georgia for any proceeding to enforce this Sublease or the Prime Lease, including any proceeding brought by Prime Lessor.

    b. No modification of or addition to this Sublease shall be effective unless in writing and signed by Sublessor and Sublessee and consented to in writing by Prime Lessor.

    c. This Sublease and the rights of Sublessee hereunder will not be an asset of Sublessee's estate and may not be transferred, assigned or alienated in any way by Sublessee without the prior written consent of Prime Lessor, which may be given or withheld in Prime Lessor's sole and absolute discretion. No further sublease will

be approved absent extraordinary circumstances and the prior written consent of Prime Lessor.

d. The parties agree that Sublessee adopts and accepts the original move-in inspection and accepts responsibility for any damages or charges that would be the responsibility of Sublessor upon move-out inspection, it being the responsibility of Sublessor and Sublessee, and any other co-lessees, to account among themselves for any damages or charges that may have accrued during the term of this Sublease. Nothing in this paragraph shall limit Prime Lessor's right to charge Sublessor, Sublessee, or both for any damages to the Premises. Sublessee shall, if required by Prime Lessor, post a separate security deposit in an amount determined by Prime Lessor.

THE UNDERSIGNED SUBLESSEE CERTIFIES THAT (S)HE HAS READ THIS SUBLEASE AND THE PRIME LEASE IN THEIR ENTIRETY, INCLUDING THE RULES AND REGULATIONS, AND THAT (S)HE AGREES TO ALL OF THE TERMS AND CONDITIONS SET FORTH HEREIN AND ACKNOWLEDGES THAT (S)HE IS DIRECTLY BOUND BY AND LIABLE TO PRIME LESSOR FOR ALL OBLIGATIONS OF THE LESSEE UNDER THE PRIME LEASE DURING THE TERM OF THIS SUBLEASE.

This _____ day of _____, 20__.

Sublessor:

_____

Print Name: _____

Sublessee:

_____

Print Name: _____

CONSENT OF PRIME LESSOR

Prime Lessor joins in the within and foregoing Sublease Agreement solely for the purpose of consenting to such Sublease. This consent shall not be deemed a consent to any further or subsequent subletting or assignment. Prime Lessor makes no representations or warranties to Sublessee and assumes no obligations to Sublessee. Prime Lessor reserves all rights and remedies under the Prime Lease and at law or in equity against Sublessor and Sublessee, jointly and severally.

Prime Lessor did not have an opportunity to conduct the same background check as Prime Lessor usually conducts on Sublessee, and the Sublessee was selected by Sublessor. Therefore, Sublessor shall remain jointly and severally liable with Sublessee (i) for the rent for the remainder of the Prime Lease term if not paid by Sublessee and (ii) for all other obligations of the lessee under the Prime Lease. Nothing herein shall constitute a release of Sublessor under the Prime Lease, and Sublessor shall remain primarily liable for all obligations of Sublessor, as lessee, under the Prime Lease.

Prime Lessor:

MM Properties, L.L.C.

By: _____
Name: Robert Bird Moore, Jr.
Title: Agent