

EXHIBIT C

RECOGNITION AGREEMENT

This Recognition Agreement is made as of the ____ day of _____, 20__, by _____, a _____ (“Prime Landlord”) with respect to the following facts:

Recitals:

- A. Prime Landlord, as lessor, and _____, a _____ (“Landlord”), as lessee, entered into that certain Lease between Prime Landlord and Landlord dated _____ (the “Lease”) for the lease of certain real property located at _____, as more particularly described therein (the “Prime Premises”).
- B. Landlord now desires to lease a portion of the Prime Premises (the “Premises”) to _____, a _____ (“Tenant”), and requests that Prime Landlord consent to and acknowledge such Lease and provide non-disturbance protection for the benefit of Tenant.

Agreements:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Prime Landlord agrees as follows:

1. Prime Landlord hereby consents to the sublease between Landlord and Tenant, which Prime Landlord has reviewed (the “Sublease”).
2. Prime Landlord’s acknowledgment set forth in Paragraph 1 above shall not release Landlord of its obligations or alter the primary liability of Landlord to pay the rent and perform and comply with all of its other obligations under the Lease.
3. Notwithstanding anything to the contrary contained in the Lease, in the event of (i) a termination or cancellation of the Lease for any reason (including without limitation non-renewal of the Lease for any reason during the term of the Lease), (ii) the surrender of the Lease, whether voluntary, involuntary or by operation of law, or (iii) the rejection of the Lease in any bankruptcy action by Landlord prior to the expiration date of the Lease, including any exercised extensions and renewals of the Lease, then, provided that Tenant is not then in default of the Sublease beyond applicable notice and cure periods, Prime Landlord shall recognize and keep in effect the Sublease and shall assume all obligations of Landlord thereunder, so as to establish direct privity of estate and contract as between Prime Landlord and Tenant and with the same force and effect and relative priority in time and right as though the Sublease was originally made directly between Prime Landlord and Tenant, and Tenant will make all rent payments thereafter directly to

Prime Landlord as if Prime Landlord were Landlord thereunder, and Tenant shall covenant and agree to make full and complete attornment to Prime Landlord for the balance of the remaining term under the Sublease.

4. Prime Landlord agrees that, in the event Prime Landlord fails to provide services, utilities, insurance, repairs or maintenance or fails to perform other obligations under the Prime Lease with respect to the Premises, Tenant shall have the right to seek recourse directly from Prime Landlord regarding the same.

IN WITNESS WHEREOF, this Recognition Agreement has been executed by Prime Landlord as of the date set forth above.

PRIME LANDLORD:

By: _____

Its: _____