SUBLEASE AGREEMENT

This Sublease Agreement (the “Agreement”) is made and effective [DATE],

**BETWEEN: [SUBLESSOR NAME]** (the "Sublessor"), a company organised and existing under the laws of [STATE/PROVINCE], of [COUNTRY], with its head office located at:

 [YOUR COMPLETE ADDRESS]

**AND: [SUBLESSEE NAME]** (the "Sublessee"), a company organised and existing under the laws of [STATE/PROVINCE], of [COUNTRY], with its head office located at:

 [COMPLETE ADDRESS]

# RECITALS

In consideration of the covenants and agreements hereinafter set forth to be kept and performed by the parties hereto, the Sublessor, hereby subleases to the Sublessee and the Sublessee does hereby take, lease, and hire from the Sublessor the Leased Premises hereinafter described for the period, and at the rental, subject to, and upon the terms and conditions hereinafter set forth, as follows:

1. **DESCRIPTION OF PREMISES**
	1. The Lessee has leased a building consisting of [NUMBER] floors and approximately [NUMBER] square metres of office space from [NAME], the lessor, of [ADDRESS], [CITY], [STATE/PROVINCE].

1.2 The Lessee shall demise to the Sublessee the [NUMBER] square metres of the building, all located on the [#] floor, as more fully described in Annexure A, which is attached to and made a part of this sublease agreement.

1. **TERM OF SUBLEASE**
	1. The term of this sublease agreement shall be for an initial period of [NUMBER] years, commencing on [DATE], and terminating on [DATE], unless earlier terminated by breach of the terms and conditions of this Sublease Agreement.
	2. The Lessor concurs that the Sublessee may remain in possession of the demised premises for the full term of this sublease agreement, despite any change that may occur in the status of the Lessee or the lease agreement between the Lessee and the Lessor.
2. **ACCEPTANCE OF LEASED PREMISES**

The Sublessee’s occupancy of the Leased Premises shall be conclusive evidence of the Sublessee's acceptance of all improvements constituting the Leased Premises, in good and satisfactory condition and repair. The Sublessee shall accept possession and use of the Leased Premises “as is” in their condition existing as of the date hereof with all faults. The Sublessee, at the Sublessee’s sole cost and expense, shall promptly comply with all applicable laws, ordinances, codes, rules, orders, directions and regulations of governmental authority governing and regulating the use or occupancy of the Leased Premises as may now or hereafter be in effect during the Term hereof and shall if so required make any alterations, additions or changes to the Leased Premises as may be required by said laws, ordinances, codes, rules, directions and regulations.

1. **HOLDING OVER**

Any holding over of the Leased Premises by the Sublessee after the expiration of the Term hereof shall only be with the written consent of the Sublessor first had and obtained and shall be construed to be a tenancy from month to month at a rental per month, or portion thereof, in an amount equal to [%] of the rent due the Sublessor for the month immediately preceding such holding over, and shall otherwise be on the same terms, conditions and covenants herein specified.

1. **SUBLEASE TERMINATION AND CONDITION OF PREMISES**

Upon the termination of this Sublease for any reason whatsoever, the Sublessee shall return possession of the Leased Premises to the Sublessor or the Sublessor’s authorised agent in a good, clean and safe condition, reasonable wear and tear excepted. On or before, and in any event no later than [NUMBER] days following the date the Sublessee vacates the Leased Premises and returns possession of same to the Sublessor, the Sublessee and the Sublessor, or authorised agents thereof, shall conduct a joint inspection of the Leased Premises. The Sublessee at its cost shall thereafter promptly repair or correct any defects or deficiencies in the condition of the Leased Premises, reasonable wear and tear excepted.

1. **RENT**

The Sublessee shall pay to the Lessee as basic rent [AMOUNT] per month, on the [DAY] of each month, commencing on [DATE], and continuing each month thereafter during the term of this sublease agreement. The Sublessee shall pay all other sums due as additional rental under the provisions of this sublease agreement on the basic rental payment due date first occurring after the additional rental payment arises.

# PAYMENT OF RENT

The Sublessee hereby covenants and agrees to pay rent to the Sublessor, without offset or deduction of any kind whatsoever, in the form and at the times as herein specified. All rent shall be paid to the Sublessor at the address specified in this Sublease unless and until the Sublessee is otherwise notified in writing. Base Minimum Rent payments in the monthly amount set forth below shall be payable monthly, in advance, due on the first (1st) day of each calendar month commencing on the Commencement Date hereof and delinquent if not paid on or before the third (3rd) day of the month throughout the Term of this Sublease. Rent for any period which is for less than one month shall be a *pro rata* portion of the monthly instalment. The required payments under Article 6 and all other charges payable by the Sublessee shall be deemed to be additional rent.

1. **DELINQUENT PAYMENTS**

In the event the Sublessee shall fail to pay the rent or any instalment thereof, or any other fees, costs, taxes or expenses payable under this Sublease within [NUMBER] days after the said payment has become due, the Sublessee agrees that the Sublessor will incur additional costs and expenses in the form of extra collection efforts, administrative time, handling costs, and potential impairment of credit on loans for which this Sublease may be a security. Both parties agree that in such event, the Sublessor, in addition to its other remedies shall be entitled to recover a late payment charge against the Sublessee equal to [%] of the amount not paid within said [NUMBER] day period. Additionally, any past due amounts under this Sublease shall bear interest at the rate of the lesser of [%] per month or the maximum rate permitted by applicable law. The Sublessee further agrees to pay the Sublessor any cost incurred by the Sublessor in effecting the collection of such past due amount, including but not limited to attorneys' fees and/or collection agency fees. The Sublessor shall have the right to require the Sublessee to pay monies due in the form of a cashier's cheque or money order. Nothing herein contained shall limit any other remedy of the Sublessor with respect to such payment delinquency.

1. **SECURITY DEPOSIT**

On execution of this Sublease, the Sublessee shall deposit with the Sublessor a sum equal to [CURRENCY AMOUNT] (the “Security Deposit”) in order to provide security for the performance by the Sublessee of the provisions of this Sublease. If the Sublessee is in default, the Sublessor may, but shall not be obligated to use the Security Deposit, or any portion of it, to cure the default or to compensate the Sublessor for damage sustained by the Sublessor resulting from the Sublessee's default. The Sublessee shall immediately on demand pay to the Sublessor a sum equal to the portion of the Security Deposit expended or applied by the Sublessor as provided in this paragraph so as to maintain the Security Deposit in the sum initially deposited with the Sublessor. At the expiration or termination of this Sublease, the Sublessor shall return the Security Deposit to the Sublessee or its successor, less such amounts as are reasonably necessary to remedy the Sublessee's defaults, to repair damages the Leased Premises caused by the Sublessee or to clean the Leased Premises upon such termination, as soon as practicable thereafter. In the event of the sale or other conveyance of the Leased Premises, the Security Deposit will be transferred to the purchaser or transferee, and the Sublessor will be relieved of any liability with reference to such Security Deposit. The Sublessor shall not be required to keep the Security Deposit separate from its other funds, and (unless otherwise required by law) the Sublessee shall not be entitled to interest on the Security Deposit.

# USE OF PREMISES

* 1. **Permitted Use:** The Leased Premises are to be used by the Sublessee for the sole purpose of [DESCRIBE] and for no other purpose whatsoever. The Sublessee shall not use or occupy the Leased Premises or permit the same to be used or occupied for any use, purpose or business other than as provided in this Section a) during the Term of this Sublease or any extension thereof.
	2. **Prohibited Activities:** During the Term of Sublease or any extension thereof, the Sublessee shall not:

 10.2.1 Use or permit the Leased Premises to be used for any purpose in violation of any statute, ordinance, rule, order, or regulation of any governmental authority regulating the use or occupancy of the Leased Premises.

10.2.2 Cause or permit any waste in or on the Leased Premises.

10.2.3 Use or permit the use of the Leased Premises in any manner that will tend to create a nuisance or tend to adversely affect or injure the reputation of the Sublessor or its affiliates.

10.2.4 Allow any activity to be conducted on the premises or store any material on the Leased Premises which will increase premiums for or violate the terms of any insurance policy(s) maintained by or for the benefit of the Sublessor.

10.2.5 Store any explosive, radioactive, dangerous, hazardous or toxic materials in or about the Leased Premises.

10.2.6 Use or allow the Leased Premises to be used for sleeping quarters, dwelling rooms or for any unlawful purpose.

10.2.7 Build any fences, walls, barricades or other obstructions; or, instal any radio, television, phonograph, antennae, loudspeakers, sound amplifiers, or similar devices on the roof, exterior walls or in the windows of the Leased Premises, or make any changes to the interior or exterior of the Leased Premises without the Sublessor's prior written consent.

* 1. **Operational Permits:** The Sublessee, prior to the Commencement Date, shall obtain and thereafter continuously maintain in full force and effect for the Term of this Sublease or any extension thereof, at no cost or expense to the Sublessor, any and all approvals, licenses, or permits required by any lawful authority as of the Commencement Date or imposed thereafter, for the use of Leased Premises, including but not limited to business licenses.
	2. **Compliance With Laws:** The Sublessee shall comply with all national, state, province, county, municipal, or other statutes, laws, ordinances, regulations, rules, or orders of any governmental or *quasi*-governmental entity, body, agency, commission, board, or official applicable to the Leased Premises and the Sublessee’s business.

# UTILITIES AND TAXES

* 1. **Utility Charges:** The Sublessee shall be responsible for and shall pay, and indemnify and hold the Sublessor and the property of the Sublessor free and harmless from, all charges for the furnishing of gas, water, electricity, telephone service, and other public utilities to the Leased Premises during the Term of this Sublease or any extension thereof and for the removal of garbage and rubbish from the Leased Premises during the Term of this Sublease or any extension thereof. The Sublessor shall not be liable in damages or otherwise for any failure or interruption of any utility service being furnished to the Leased Premises, and no such failure or interruption shall entitle the Sublessee to terminate this Sublease.
	2. **Personal Property Taxes:** The Sublessee shall be responsible for and shall pay before they become delinquent all taxes, assessments, or other charges levied or imposed by any governmental entity on the equipment, trade fixtures, appliances, merchandise and other personal property situated in, on, or about the Leased Premises including, without limiting the generality of the other terms of this Section, any shelves, counters, vault doors, wall safes, partitions, fixtures, machinery, or office equipment on the Leased Premises, whether put there prior to or after the Commencement Date of this Sublease.
	3. **Real Property Taxes and Assessments:** The Sublessee shall pay directly to the charging authority all taxes (as hereinafter defined) respecting the Leased Premises. The Sublessee shall pay all taxes on or before [NUMBER] days prior to delinquency thereof. The Sublessee shall promptly after payment of any taxes deliver to the Sublessor written receipts or other satisfactory evidence of the payment thereof. As used herein, “taxes” shall mean all taxes, assessments, fees, charges, levies, and penalties (if such penalties result from the Sublessee’s delinquency in paying all or any taxes), of any kind and nature, general and special, ordinary and extraordinary, unforeseen as well as foreseen (including, without limitation, all instalments of principal and interest required to pay any general or special assessments for public improvements) now or hereafter imposed by any authority having the direct or indirect power to tax, including, without limitation the national government, and any state, county, province, city, or other governmental or *quasi*-governmental authority, and any improvement or assessment district or other agency or division thereof, whether such tax is:

 11.3.1 levied or assessed against or with respect to the value, occupancy, or use of all or any portion of the Leased Premises (as now constructed or as may at any time hereafter be constructed, altered, or otherwise changed), or any legal or equitable interest of the Sublessor in the Leased Premises or any part thereof; or

11.3.2 levied or assessed against or with respect to the Sublessor's business of leasing the Leased Premises, or with respect to the operation of the Leased Premises; or

11.3.3 determined by the area of the Leased Premises or any part thereof, or by the gross receipts, income, or rent and other sums payable hereunder by the Sublessee (including, without limitation, any gross income or excise tax levied with respect to receipt of such rent and/or other sums due under this Sublease); or

11.3.4 imposed upon this transaction or any document to which the Sublessee is a party creating or transferring any interest in the Leased Premises; or

11.3.5 imposed during the term of this Sublease or any extension thereof because of a change in ownership of the Leased Premises which results in an increase of real property taxes; or

11.3.6 any tax or excise, however described, imposed (whether by reason of a change in the method of taxation or assessment, creation of a new tax or charge, or any other cause) in addition to, in substitution partially or totally of, or as an alternative to, any tax previously included within the definition of taxes, or any tax the nature of which was previously included in the definition of taxes, whether or not now customary or within the contemplation of the parties.

Taxes shall also include all charges, levies or fees imposed by reason of environmental regulation or other governmental control of the Leased Premises, and all costs and expenses and reasonable attorneys’ fees paid or incurred by the Sublessor in connection with:

 11.3.6.1 any proceeding to contest in whole or in part the imposition or collection of any taxes;

 11.3.6.2negotiation with public authorities as to any taxes.

* 1. **Proration of Taxes:** The Sublessee's liability to pay taxes shall be prorated on the basis of a 365-day year to account for any fractional portion of a fiscal tax year included in the Lease Term and its commencement and expiration.
	2. **Tax Delinquency:** Failure of the Sublessee to pay promptly when due any of the charges required to be paid under this Article shall constitute a default under the terms hereof in like manner as a failure to pay the rent when due, and if the Sublessor elects to pursue an unlawful detainer action upon said default, then the Sublessor shall be entitled to claim as an amount of additional rent owed for purposes of said unlawful detainer the amount of such taxes due and payable by the Sublessee.
	3. **All Other Charges:** The Sublessee shall pay to the Sublessor any and all charges, fees, taxes, and other amounts due from the Sublessor to the Master Lessor of the Leased Premises prior to its due date, for sums due or owing on or after the date of this Sublease.
	4. **Common Area Maintenance Charges:** The Sublessee shall be responsible for, and shall pay to the Sublessor on demand, any and all costs, fees, charges, assessments, expenses or payments for which the Sublessor is obligated or liable under the Master Lease with respect to the operation, maintenance and repair of common area of the Leased Premises. “Common area” shall include, without limitation, those areas in or about the property of which the Leased Premises are a part, which has been set aside for the general use, convenience and benefit of the occupants of the property and their customers and employees, including, without limitation, the automobile parking areas, sidewalks, landscaped areas and other areas for pedestrian and vehicular use.

To the extent the Sublessor pays estimated amounts for such common area expenses, the Sublessee shall pay such amounts to the Sublessor on demand from the Sublessor and shall be entitled to reimbursements and/or offsets against future common area expenses as such reimbursements or offsets are received by the Sublessor.

# MAINTENANCE AND ALTERATIONS

* 1. **Maintenance by Sublessee:** The Sublessee shall, at its sole cost and expense, keep in good and safe condition, order and repair all portions of the Leased Premises and all facilities appurtenant thereto and every part thereof which the Sublessor is responsible for maintaining or repairing as lessee under the Master Lease, including without limitation, all plumbing, heating, air conditioning, ventilating, sprinkler, electrical and lighting facilities, interior walls, interior surfaces of exterior walls, floors, ceilings, windows, doors, entrances, all glass (including plate glass), and skylights located within the Leased Premises, walkways, parking and service areas within or adjacent to the Leased Premises. If the Leased Premises are not so maintained, and such condition continues [NUMBER] hours after notice or exists upon expiration or termination hereof, the Sublessor may cause such maintenance to be performed at the Sublessee's expense and/or may obtain maintenance contracts for the Store and charge the Sublessee for same. The Sublessor shall, when and if it deems necessary, make any and all repairs on the Leased Premises, and the Sublessee hereby consents to such actions by the Sublessor. The Sublessor may charge the Sublessee for any of the foregoing repairs, if, in the Sublessor’s opinion, such repairs are occasioned by the Sublessee's abuse or neglect. The Sublessee shall not modify, alter, or add to the Leased Premises without the prior written consent of the Sublessor.
	2. **Damage; Abatement of Rent:** Notwithstanding anything in this Sublease to the contrary, the Sublessee at its own cost and expense shall repair and replace as necessary all portions of the Leased Premises damaged by the Sublessee, its employees, agents, invitees, customers or visitors. There shall be no abatement of rent or other sums payable by the Sublessee prior to or during any repairs by the Sublessee or the Sublessor hereunder.
	3. **Alterations and Liens:** The Sublessee shall not make or permit any other person to make any structural changes, alterations, or additions to the Leased Premises or to any improvement thereon or facility appurtenant thereto without the prior written consent of the Sublessor first had and obtained. The Sublessee shall keep the Leased Premises free and clear from any and all liens, claims, and demands for work performed, materials furnished, or operations conducted on the Leased Premises at the instance or request of the Sublessee. As a condition to giving its consent to any proposed alterations, the Sublessor may require that the Sublessee remove any or all of said alterations at the expiration or sooner termination of the Sublease term and restore the Leased Premises to its condition as of the date of the Sublessee's occupation of the Leased Premises. Prior to construction or installation of any alterations, the Sublessor may require the Sublessee to provide the Sublessor, at the Sublessee's sole cost and expense, a lien and completion bond in an amount equal to one and one-half times the estimated cost of such alterations, to ensure the Sublessor against any Liability for mechanic's and workmen's liens and to ensure completion of the work. Should the Sublessee make any alterations without the prior written consent of the Sublessor, the Sublessee shall remove the same at the Sublessee’s expense upon demand by the Sublessor.
	4. **Inspection by Sublessor:** The Sublessee shall permit the Sublessor or the Sublessor’s agents, representatives, designees, or employees to enter the Leased Premises at all reasonable times for the purpose of inspecting the Leased Premises to determine whether the Sublessee is complying with the terms of this Sublease and for the purpose of doing other lawful acts that may be necessary to protect the Sublessor’s interest in the Leased Premises under this Sublease, or to perform the Sublessor’s duties under this Sublease, or to show the Leased Premises to insurance agents, lenders, and other third parties, or as otherwise allowed by law.
	5. **Plans and Permits:** Any alteration that the Sublessee shall desire to make in or about the Leased Premises and which requires the consent of the Sublessor shall be presented to the Sublessor in written form, with proposed detailed plans and specifications therefor prepared at the Sublessee's sole expense. Any consent by the Sublessor thereto shall be deemed conditioned upon the Sublessee’s acquisition of all permits required to make such alteration from all appropriate governmental agencies, the furnishing of copies thereof to the Sublessor prior to commencement of the work, and the compliance by the Sublessee with all conditions of said permits in a prompt and expeditious manner, all at the Sublessee's sole cost and expense.
	6. **Construction Work Done by Sublessee:** All construction work required or permitted to be done by the Sublessee shall be performed by a licenced contractor in a good and workmanlike manner and shall conform in quality and design with the Leased Premises existing as of the Commencement Date, and shall not diminish the value of the Leased Premises in any way whatsoever. In addition, all such construction work shall be performed in compliance with all applicable statutes, ordinances, regulations, codes and orders of governmental authorities and insurers of the Leased Premises. The Sublessee or its agents shall secure all licences and permits necessary therefor.
	7. **Title to Alterations:** Unless the Sublessor requires the removal thereof, any alterations which may be made on the Leased Premises, shall upon installation or construction thereof on the Leased Premises become the property of the Sublessor and shall remain upon and be surrendered with the Leased Premises at the expiration or sooner termination of the term of this Sublease. Without limiting the generality of the foregoing, all heating, lighting, electrical (including all wiring, conduits, main and subpanels), air conditioning, partitioning, drapery, and carpet installations made by the Sublessee, regardless of how affixed to the Leased Premises, together with all other alterations that have become a part of the Leased Premises, shall be and become the property of the Sublessor upon installation, and shall not be deemed trade fixtures, and shall remain upon and be surrendered with the Leased Premises at the expiration or sooner termination of this Sublease.
	8. **Removal of Alterations:** In addition to the Sublessor's right to require the Sublessee at the time of installation or construction of any alteration to remove the same upon expiration or sooner termination of this Sublease, the Sublessor may elect, by notice to the Sublessee at least [NUMBER] days before expiration of the Term hereof, or within [NUMBER] days after sooner termination hereof, to acquire the Sublessee to remove any alterations that the Sublessee has made to the Leased Premises. If the Sublessor so elects, the Sublessee shall, at its sole expense, upon expiration of the Term hereof, or within [NUMBER] days after any sooner termination hereof, remove such alterations, repair any damage occasioned thereby, and restore the Leased Premises to the condition existing as of the Commencement Date or such other condition as may reasonably be designated by the Sublessor in its election.

# INDEMNITY AND INSURANCE

* 1. **Hold-Harmless Clause:**  The Sublessee agrees to indemnify, defend and hold the Sublessor, the property of the Sublessor, and the Leased Premises, free and harmless from any and all claims, liability, loss, damage, or expenses incurred by reason of this Sublease or resulting from the Sublessee’s occupancy and use of the Leased Premises (other than as a result of the direct gross negligence of the Sublessor), specifically including, without limitation, any claim, liability, loss, or damage arising by reason of:

 13.1.1 The death or injury of any person or persons, including the Sublessee, any person who is an employee or agent of the Sublessee, or by reason of the damage to or destruction of any property, including property owned by the Sublessee or any person who is an employee or agent of the Sublessee, and caused or allegedly caused by either the condition of the Leased Premises, or some act or omission of the Sublessee or of some agent, contractor, employee, or invitee of the Sublessee on the Leased Premises;

13.1.2 Any work performed on the Leased Premises or materials furnished to the Leased Premises at the instance or request of the Sublessee or any agent or employee of the Sublessee; and

13.1.3 The Sublessee's failure to perform any provision of this Sublease or to comply with any requirement of law or any requirement imposed on the use by the Sublessee of the Leased Premises by any governmental agency or political subdivision.

13.1.4 Maintenance of the insurance required under this Article shall not relieve the Sublessee of the obligations of indemnification contained in this Section.

* + 1. **Liability Insurance:** The Sublessee shall, at its own cost and expense, secure and maintain during the term of this Sublease, a comprehensive broad form policy of Combined Single Limit Bodily Injury and Property Damage Insurance issued by a reputable company authorised to conduct insurance business in the State of [STATE/PROVINCE] insuring the Sublessee against loss or liability caused by or connected with the Sublessee’s use and occupancy of the Leased Premises in an amount not less than [CURRENCY AMOUNT] per occurrence.
		2. **Casualty and Fire Insurance:** At all times during the Term hereof, the Sublessee shall keep the Leased Premises and personal property thereon insured against loss or damage by fire, windstorm, hail, explosion, damage from vehicles, smoke damage, vandalism, casualty and malicious mischief and such other risks as are customarily included in “all risk” extended insurance coverage, including coverage for business interruption, in an amount equal to not less than [NUMBER] of the actual replacement value of the Leased Premises and the personal property, fixtures, and other property on the Leased Premises.
	1. **Workers' Compensation Insurance:** During the term of this Sublease, the Sublessee shall comply with all Workers' Compensation laws applicable on the date hereof or enacted thereafter and shall maintain in full force and effect a Workers’ Compensation Insurance policy covering all employees in any way connected with the business conducted by the Sublessee pursuant to this Sublease and shall pay all premiums, contributions, taxes and such other costs and expenses as are required to be paid incident to such insurance coverage, all at no cost to the Sublessor.
	2. **Policy Form:** The policies of insurance required to be secured and maintained under this Sublease shall be issued by good, responsible companies, qualified to do business in the State of [STATE/PROVINCE], with a general policyholders’ rating of at least “A”. Executed copies of such policies of insurance or certificates thereof shall be delivered to the Sublessor and to the Master Lessor under the Master Lease not later than [NUMBER] days prior to the commencement of business operations of the Sublessee at the Leased Premises and thereafter, executed copies of renewal policies of insurance or certificates thereof shall be delivered to the Sublessor within [NUMBER] days prior to the expiration of the term of each such policy. All such policies of insurance shall contain a provision that the insurance company writing such policy(s) shall give the Sublessor at least [NUMBER] days' written notice in advance of any cancellation or lapse, or the effective date of any reduction in the amounts or other material changes in the provisions of such insurance. All policies of insurance required under this Sublease shall be written as primary coverage and shall list the Master Lessor under the Master Lease and the Sublessor as loss payees and as additional insureds. If the Sublessee fails to procure or maintain in force any insurance as required by this Section or to furnish the certified copies or certificates thereof required hereunder, the Sublessor may, in addition to all other remedies it may have, procure such insurance and/or certified copies of certificates, and the Sublessee shall promptly reimburse the Sublessor for all premiums and other costs incurred in connection therewith.
	3. **Waiver of Subrogation:** The Sublessee agrees that in the event of loss or damage due to any of the perils for which it has agreed to provide insurance, the Sublessee hereby waives any and all claims that it might otherwise have against the Sublessor with respect to any risk insured against to the extent of any proceeds realised from the insurance coverage to compensate for a loss. To the extent permitted by applicable insurance policies without voiding coverage, the Sublessee hereby releases and relieves the Sublessor, and waives its entire right of recovery against the Sublessor for loss or damage arising out of or incident to the perils insured against to the extent of insurance proceeds realised for such loss or damage, which perils occur in, on or about the Leased Premises and regardless of the cause or origin, specifically including the negligence of the Sublessor or its agents, employees, contractors and/or invitees. The Sublessee shall to the extent such insurance endorsement is available, obtain for the benefit of the Sublessor a waiver of any right of subrogation which the insurer of such party might otherwise acquire against the Sublessor by virtue of the payment of any loss covered by such insurance and shall give notice to the insurance carrier or carriers that the foregoing waiver of subrogation is contained in this Sublease.

# SIGNS AND TRADE FIXTURES

* 1. **Installation of Trade Fixtures:** For so long as the Sublessee is not in default of any of the terms, conditions and covenants of this Sublease, the Sublessee shall have the right at any time and from time to time during the Term of this Sublease and any renewal or extension of such term, at the Sublessee's sole cost and expense, to instal and affix in, to, or on the Leased Premises such items (hereinafter called “trade fixtures”), for use in the Sublessee's trade or business as the Sublessee may, in its reasonable discretion, deem advisable.
	2. **Signs:** Subject to any and all requirements now or hereinafter enacted by any municipal, county, or state regulatory agency having jurisdiction thereover and subject to the Sublessor’s written consent, the Sublessee may erect at the Sublessee's cost, a sign on the Leased Premises identifying the Leased Premises. The Sublessee shall maintain, at the Sublessee's sole cost and expense, said sign.
	3. **Removal of Signs and Trade Fixtures:** In addition to the Sublessor’s right to require the Sublessee at the time of installation of any sign or trade fixtures to remove the same upon expiration or sooner termination of this Sublease, the Sublessor may elect, by notice to the Sublessee at least [NUMBER] days before expiration of the Term hereof, or within [NUMBER] days after sooner termination hereof, to require the Sublessee to remove any sign or trade fixture owned by the Sublessee. If the Sublessor so elects, the Sublessee shall at its sole cost and expense, upon expiration of the Term hereof, or within [NUMBER] days after any sooner termination hereof, remove such sign or trade fixture owned by the Sublessee. If the Sublessor so elects, the Sublessee shall, at its sole cost and expense, upon expiration of the Term hereof, or within [NUMBER] days after any sooner termination hereof, remove such sign or trade fixture, repair any damage occasioned thereby, and restore the Leased Premises to the condition existing as of the Commencement Date or such other condition as may reasonably be designated by the Sublessor in its election.

# CONDEMNATION AND DESTRUCTION

* 1. **Total Condemnation:** Should, during the Term of this Sublease or any renewal or extension thereof, title and possession of all of the Leased Premises be taken under the power of eminent domain by any public or *quasi*-public agency or entity, this Sublease shall terminate as of the date actual physical possession of the Leased Premises is taken by the agency or entity exercising the power of eminent domain and both the Sublessor and the Sublessee shall thereafter be released from all obligations under this Sublease.
	2. **Termination Option for Partial Condemnation:** Should, during the Term of this Sublease or any renewal or extension thereof, title and possession of more than [%] of the floor area of the Leased Premises, and/or more than [%] of the parking area of the Leased Premises be taken under the power of eminent domain by any public or *quasi*-public agency or entity, the Sublessor may terminate this Sublease. The option here*in re*served shall be exercised by giving written notice on or before [NUMBER] days after actual physical possession of the portion subject to the eminent domain power is taken by the agency or entity exercising that power and this Sublease shall terminate as of the date the notice is deemed given.
	3. **Partial Condemnation Without Termination:** Should the Sublessee or the Sublessor fail to exercise the termination option described in this Article, or should the portion of the Leased Premises taken under the power of eminent domain be insufficient to give rise to the option therein described, then, in that event:
		1. This Sublease shall terminate as to the portion of the Leased Premises taken by eminent domain as of the day (hereinafter called the “date of taking”), actual physical possession of that portion of the Leased Premises is taken by the agency or entity exercising the power of eminent domain;
		2. Base Minimum Rent to be paid by the Sublessee to the Sublessor pursuant to the terms of this Sublease shall, after the date of taking, be reduced by an amount that bears the same ratio to the Base Minimum Rent specified in this Sublease as the square meterage of the actual floor area of the Leased Premises taken under the power of eminent domain bears to the total square meterage of floor area of the Leased Premises as of the date of this Sublease; and
		3. Except to the extent the Master Lessor under the Master Lease is so obligated, the Sublessee, at the Sublessee's own cost and expense shall remodel and reconstruct the building remaining on the portion of the Leased Premises not taken by eminent domain into a single efficient architectural unit in accordance with plans mutually approved by the parties hereto as soon after the date of taking, or before, as can be reasonably done.
		4. **Condemnation Award:** Should, during the Term of this Sublease or any renewal or extension thereof, title and possession of all or any portion of the Leased Premises be taken under the power of eminent domain by any public or *quasi*-public agency or entity, the compensation or damages for the taking awarded shall belong to and be the sole property of the Sublessor.
	4. **Destruction:** (a) In the event the Leased Premises are damaged or destroyed, and the total costs and expenses for repairing or reconstructing the Leased Premises exceeds the sum of [CURRENCY AMOUNT], the Sublessor, at the Sublessor's option, may:
		1. Continue this Sublease in full force and effect by restoring, repairing or rebuilding the Leased Premises at the Sublessor's own cost and expense or through insurance coverage; or
		2. Terminate this Sublease by serving written notice of such termination on the Sublessee no later than [NUMBER] days following such casualty, in which event this Sublease shall be deemed to have been terminated on the date of such casualty.

15.4.3 In the event the Leased Premises are damaged or destroyed, and the Sublessee will not be able to operate any business thereon for [NUMBER] consecutive days, the Sublessee, at the Sublessee's option, may terminate this Sublease by serving written notice of such termination on the Sublessor no later than [NUMBER] days following such casualty, in which event this Sublease shall be deemed terminated on the date of such casualty; provided, however, that such termination right shall not be applicable unless the Sublessor has a similar termination right under the Master Lease.

15.4.4. Should the Sublessor or the Master Lessor under the Master Lease elect to repair and restore the Leased Premises to their former condition following the partial or full destruction of the Leased Premises:

15.4.5 The Sublessee shall not be entitled to any damages for any loss or inconvenience sustained by the Sublessee by reason of the making of such repairs and restoration.

15.4.6 The Sublessor and such Master Lessor shall have full right to enter upon and have access to the Leased Premises, or any portion thereof, as may be reasonably necessary to enable such parties promptly and efficiently to carry out the work of repair and restoration.

* 1. **Damage by Sublessee:** The Sublessee shall be responsible for and shall pay to the Sublessor any and all losses, damages, costs, and expenses, including but not limited to attorney's fees, resulting from any casualty loss caused by the negligence or willful misconduct of the Sublessee or its employees, agents, contractors, or invitees.

# SUBLEASING, ASSIGNMENT, DEFAULT AND TERMINATION

* 1. **Subleasing and Assignment:** The Sublessee shall not sell, assign, hypothecate, pledge or otherwise transfer this Sublease, or any interest therein, either voluntarily, involuntarily, or by operation of law, and shall not sublet the Leased Premises, or any part thereof, or any right or privilege appurtenant thereto, for any reason whatsoever, or permit the occupancy thereof by any person, persons, or entity through or under it, or grant a security interest in the Sublessee's interest in the Leased Premises or this Sublease or any fixtures located on the Leased Premises, without the prior written consent of the Sublessor first had and obtained, which may be given or withheld in the Sublessor’s sole and absolute discretion. For the purpose of this Section, any dissolution, merger, consolidation or other reorganisation of the Sublessee, or any change or changes in the stock ownership of the Sublessee, which aggregates [%] or more of the capital stock of the Sublessee shall be deemed to be an assignment of this Sublease. The Sublessee shall not mortgage, hypothecate or encumber this Sublease. The Sublessor's consent to one assignment, subletting, occupancy, or use by any other person, entity or entities shall not relieve the Sublessee from any obligation under this Sublease and shall not be deemed to be a consent to any subsequent assignment, subletting, occupancy or use. Any assignment, pledge, subletting, occupancy or use without the Sublessor's written consent shall be void and shall, at the option of the Sublessor, terminate this Sublease.

Should this Sublease be assigned, or should the Leased Premises or any part thereof be sublet or occupied by any person or persons other than the original Sublessee hereunder, the Sublessor may collect rent from the assignee, sublessee or occupant and apply the net amount collected to the rent here*in re*served, but no such assignment, subletting, occupancy or collection of rent shall be deemed a consent to such assignment, subletting or occupancy or a waiver of any term of this Sublease, nor shall it be deemed acceptance of the assignee, sublessee or occupant as a tenant, or a release of the Sublessee from the full performance by the Sublessee of all the terms, provisions, conditions and covenants of this Sublease.

In the event the Sublessee wishes to assign this Sublease or sublet or allow the use of the Leased Premises or any part thereof, the Sublessee shall give the Sublessor not less than [NUMBER] days written notice thereof and shall, in such notice, provide the name of the proposed assignee or sublessee, its proposed use of the Leased Premises, its background, such financial and credit information as the Sublessor may require to determine the business experience, financial stability and creditworthiness of the proposed assignee or sublessee, and such additional information as the Sublessor may request. The Sublessee shall also pay the Sublessor a one-time administrative fee of [CURRENCY AMOUNT] to reimburse the Sublessor for its costs of reviewing, analysing and processing the request for consent to assignment or subletting.

In addition to its right to consent or refuse to consent to a proposed assignment the Sublessor shall have the option, exercisable by written notice to the Sublessee within the [NUMBER] days after the Sublessee gives the Sublessor written notice of its desire to assign the Sublease, to terminate this Sublease with respect to the entire Leased Premises upon a date specified in said notice to the Sublessee not less than [NUMBER] days nor more than [NUMBER] days after the date of said notice and retake the Leased Premises for its own use. If the Sublessor exercises such option, the Sublessee shall nonetheless have the right, exercisable by notice is given to the Sublessor within [NUMBER] days after the Sublessor's notice of exercise is given, to withdraw the proposed assignment from consideration, in which event the exercise of the Sublessor's option shall be of no force or effect and, except for the payment of the fee provided for in Subsection (c) above, the assignment shall be deemed not to have been proposed. If the Sublessor does not elect to exercise its option to terminate this Lease and consents to the assignment or sublease, said assignee or sublessee shall pay directly to the Sublessor all rent or other consideration payable by the assignee or sublessee in excess of the amount of rent or other consideration payable by the Sublessee to the Sublessor hereunder (whether denominated as rent or otherwise) and shall expressly assume the Sublessee's obligations hereunder.

As a condition to the Sublessor's consent to an assignment or subletting, the Sublessor shall be entitled to receive (i) in the case of a subletting, [%] of all rent (however denominated and paid) payable by the subtenant to the Sublessee in excess of that payable by the Sublessee to the Sublessor pursuant to the other provisions of this Sublease, and (ii) in the case of an assignment, [%] of all consideration given, directly or indirectly, by the assignee to the Sublessee in connection with such assignment. For purposes of this paragraph, the term “rent” shall mean and include all consideration paid or given, directly or indirectly, for the use of the Leased Premises or any portion thereof, and the term “consideration” shall mean and include money, services, property or any other thing of value such as payment of costs, cancellation of indebtedness, discounts, rebates and the like. Any rent or other consideration which is to be passed through to the Sublessor pursuant to this paragraph shall be paid to the Sublessor promptly upon receipt by the Sublessee and shall be paid in cash, regardless of the form in which received by the Sublessee. In the event any rent or other consideration received by the Sublessee is in a form other than cash, the Sublessee shall pay to the Sublessor in cash the fair value of the Sublessor's portion of such consideration.

* + 1. **Events of Default:** The Sublessee's failure to timely pay any rent, taxes or other charges required to be paid pursuant to the terms of this Sublease shall constitute a material breach of this Sublease and an event of default if not paid by the Sublessee within [NUMBER] days of the date such rent, taxes or charges are payable. Events of default under this Sublease shall also include, without limitation, the events hereinafter set forth, each of which shall be deemed a material default of the terms of the Sublease if not fully cured within [NUMBER] days of the occurrence. Such events shall include:
			1. The Sublessee’s failure to perform or observe any term, provisions, covenants, agreement or condition of this Sublease;
		2. The Sublessee breaches this Sublease and abandons the Leased Premises before the expiration of the Term of this Sublease;

Any representation or warranty made by the Sublessee in connection with this Sublease between the Sublessee and the Sublessor proving to have been incorrect in any respect;

* + 1. The Sublessee's institution of any proceedings under the Bankruptcy Act, as such Act now exists or under any similar act relating to the subject of insolvency or bankruptcy, whether in such proceeding the Sublessee seeks to be adjudicated a bankrupt, or to be discharged of its debts or effect a plan of liquidation, composition or reorganisation;
		2. The filing against the Sublessee of any involuntary proceeding under any such bankruptcy laws;
		3. The Sublessee's becoming insolvent or being adjudicated a bankrupt in any court of competent jurisdiction, or the appointment of a receiver or trustee of the Sublessee's property, or the Sublessee's making an assignment for the benefit of creditors;
		4. The issuance of a writ of attachment by any court of competent jurisdiction to be levied on this Lease; or
		5. Any event which is an event of default under the Master Lease or which would become so with the passage of time or the giving of notice or both.
	1. **Sublessor's Remedies for Sublessee's Default:** Upon the occurrence of any event of default described in Section 10.02 hereof, the Sublessor may, at its option and without any further demand or notice, in addition to any other remedy or right given hereunder or by law, do any of the following:
		1. The Sublessor may terminate the Sublessee's right to possession of the Leased Premises by giving written notice to the Sublessee. If the Sublessor gives such written notice, then on the date specified in such notice, this Sublease and the Sublessee's right of possession shall terminate. No act by the Sublessor other than giving such written notice to the Sublessee shall terminate this Sublease. Acts of maintenance, efforts to re-let the Leased Premises, or the appointment of a receiver on the Sublessor's initiative to protect the Sublessor's interest under this Sublease shall not constitute a termination of the Sublessee's right to possession. On termination, the Sublessor has the right to recover from the Sublessee:
			1. The worth at the time of the award of the unpaid rent and other charges that had been earned or owed to the Sublessor at the time of termination of this Sublease;
			2. The worth at the time of the award of the amount by which (a) the unpaid rent and other charges that would have been earned or owed to the Sublessor after the date of termination of this Sublease until the time of award exceeds (b) the amount of such rental loss that the Sublessee proves could have been reasonably avoided;
			3. The worth at the time of the award of the amount by which (a) the unpaid rent and other charges for the balance of the term after the time of award exceeds (b) the amount of such rental loss that the Sublessee proves could have been reasonably avoided; and
			4. Any other amount necessary to compensate the Sublessor for all the detriment caused by the Sublessee's failure to perform its obligations under this Sublease or which in the ordinary course of things would be likely to result therefrom, including without limitation any costs or expenses incurred by the Sublessor *in re*covering possession of the Leased Premises, maintaining or preserving the Leased Premises after such default, preparing the Leased Premises for reletting to a new tenant, or any repairs or alterations to the Leased Premises for such reletting, and all leasing commissions, reasonable attorney's fees, architect's fees and any other costs incurred by the Sublessor to re-let the Leased Premises or to adapt them to another beneficial use. The Sublessee shall also indemnify, defend and hold the Sublessor harmless from all claims, demands, actions, liabilities and expenses (including but not limited to reasonable attorney's fees and costs) arising prior to the termination of this Sublease or arising out of the Sublessee's use or occupancy of the Leased Premises.
		2. The Sublessor may, in any lawful manner, re-enter and take possession of the Leased Premises without terminating this Sublease or otherwise relieving the Sublessee of any obligation hereunder. The Sublessor is hereby authorised, but not obligated (except to the extent required by law), to re-let the Leased Premises or any part thereof on behalf of the Sublessee, to use the premises for its or its affiliates' account, to incur such expenses as may be reasonably necessary to re-let the Leased Premises, and re-let the Leased Premises for such term, upon such conditions and at such rental as the Sublessor in its sole discretion may determine. Until the Leased Premises are re-let by the Sublessor, if at all, the Sublessee shall pay to the Sublessor all amounts required to be paid by the Sublessee hereunder. If the Sublessor relets the Leased Premises or any portion thereof, such reletting shall not relieve the Sublessee of any obligation hereunder, except that the Sublessor shall apply the rent or other proceeds actually collected by it as a result of such reletting against any amounts due from the Sublessee hereunder to the extent that such rent or other proceeds compensate the Sublessor for the non-performance of any obligation of the Sublessee hereunder. Such payments by the Sublessee shall be due at such times as are provided elsewhere in this Sublease, and the Sublessor need not wait until the termination of this Sublease, by the expiration of the term hereof or otherwise, to recover them by legal action or in any other manner. The Sublessor may execute any lease made pursuant hereto in its own name, and the tenant thereunder shall be under no obligation to see to the application by the Sublessor of any rent or other proceeds by the Sublessor, nor shall the Sublessee have any right to collect any such rent or other proceeds. The Sublessor shall not by any re-entry or other act be deemed to have accepted any surrender by the Sublessee of the Leased Premises or the Sublessee's interest therein, or be deemed to have otherwise terminated this Sublease, or to have relieved the Sublessee of any obligation hereunder, unless the Sublessor shall have given the Sublessee express written notice of the Sublessor's election to do so as set forth herein.
		3. Even though the Sublessee has breached this Sublease and may have abandoned or vacated the Leased Premises, this Sublease shall continue in effect for so long as the Sublessor does not terminate the Sublessee's right to possession, and the Sublessor may enforce all its rights and remedies under this Sublease, including the right to recover the rent and other charges as they become due under this Lease.
		4. In the event any personal property of the Sublessee remains at the Leased Premises after the Sublessee has vacated, it shall be dealt with in accordance with the statutory procedures provided by applicable law dealing with the disposition of personal property of the Sublessee remaining on the Leased Premises after the Sublessee has vacated.
		5. The Sublessor may exercise any right or remedy reserved to the Master Lessor under the Master Lease (each of which rights and remedies are hereby incorporated herein), and any other remedy or right now or hereafter available to a landlord against a defaulting tenant under applicable law or the equitable powers of its courts, whether or not otherwise specifically reserved herein.
		6. The Sublessor shall be under no obligation to observe or perform any provision, term, covenant, agreement or condition of this Sublease on its part to be observed or performed which accrues after the date of any default by the Sublessee hereunder.
		7. Any legal action by the Sublessor to enforce any obligation of the Sublessee or in the pursuance of any remedy hereunder shall be deemed timely filed if commenced at any time prior to [NUMBER] year after the expiration of the term hereof or prior to [NUMBER] years after the cause of action accrues, whichever period expires later.
		8. In any action of unlawful detainer commenced by the Sublessor against the Sublessee by reason of any default hereunder, the reasonable rental value of the Leased Premises for the period of the unlawful detainer shall be deemed to be the amount of rent and additional charges reserved in this Sublease for such period.
		9. The Sublessee hereby waives any right of redemption or relief from forfeiture under any present or future law, if the Sublessee is evicted or the Sublessor takes possession of the Leased Premises by reason of any default by the Sublessee hereunder.
		10. No delay or omission of the Sublessor to exercise any right or remedy shall be construed as a waiver of any such right or remedy or of any default by the Sublessee hereunder.
	2. **Receiver:** Upon the occurrence of any event of default as defined in Article 16 (b) hereof or in any action instituted by the Sublessor against the Sublessee to take possession of the Leased Premises and/or to collect Base Minimum Rent, or any other charge due hereunder, a receiver may be appointed at the request of the Sublessor to collect such rents and profits, to conduct the business of the Sublessee then being carried on in the Leased Premises and to take possession of any property belonging to the Sublessee and used in the conduct of such business and use the same in conducting such business on the Leased Premises without compensation to the Sublessee for such use. Neither the application nor the appointment of such receiver shall be construed as an election on the Sublessor’s part to terminate this Sublease unless written notice of such intention is given by the Sublessor to the Sublessee.
	3. **Attorneys' Fees:** If as a result of any breach or default in the performance of any of the provisions of this Sublease, the Sublessor uses the services of an attorney in order to secure compliance with such provisions or recover damages therefor, or to terminate this Sublease or evict the Sublessee, the Sublessee shall reimburse the Sublessor upon demand for any and all attorneys' fees and expenses so incurred by the Sublessor, including without the limitation appraisers' and expert witness fees; provided that if the Sublessee is the prevailing party in any legal action brought by the Sublessor against the Sublessee, the Sublessee shall be entitled to recover the fees of its attorneys in such amount as the court may adjudge reasonable. The Sublessee shall advance to the Sublessor any and all attorneys' fees and expenses to be incurred or incurred by the Sublessor in connection with any modifications to this Sublease proposed by the Sublessee, any proposed assignment of this Sublease by the Sublessee or any proposed subletting of the Leased Premises by the Sublessee.
	4. **Cumulative Remedies; No Waiver:** The specified remedies to which the Sublessor may resort under the terms hereof are cumulative and are not intended to be exclusive of any other remedy or means of redress to which the Sublessor may be lawfully entitled in case of any breach or threatened breach by the Sublessee of any provision hereof. If for any reason the Sublessor fails or neglects to take advantage of any of the terms of this Sublease providing for termination or other remedy, any such failure of the Sublessor shall not be deemed to be a waiver of any default of any of the provisions, terms, covenants, agreements or conditions of this Sublease. The waiver by the Sublessor of any breach of any term, condition or covenant herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other term, condition or covenant herein contained. None of the provisions, terms, covenants, agreements or conditions hereof can be waived except by the express written consent of the Sublessor. Subsequent acceptance of rent hereunder by the Sublessor shall not be deemed to be a waiver of any preceding breach by the Sublessee of any provision, term, covenant, agreement or condition of this Sublease other than the failure of the Sublessee to pay the particular rental accepted, regardless of the Sublessor’s knowledge of such preceding breach at the time of acceptance of such rent.

# ESTOPPEL

At any time and from time to time, upon request in writing from the Sublessor, the Sublessee agrees to execute, acknowledge, and deliver to the Sublessor a statement in writing within [NUMBER] days of request, certifying that this Sublease is unmodified and in full force and effect (or, if there have been modifications, stating the modifications), the commencement and termination dates, the Base Minimum Rent, the other charges payable hereunder the dates to which the same have been paid, and such other items as the Sublessor may reasonably request. It is understood and agreed that any such statement may be relied upon by any mortgagee, beneficiary, or grantee of any security or other interest, or any assignee of any thereof, under any mortgage or deed of trust now or hereafter made covering any leasehold interest in the Leased Premises, and any prospective purchaser of the Leased Premises.

1. **FORCE MAJEURE – UNAVOIDABLE DELAYS**

Should the performance of any act required by this Sublease to be performed by either the Sublessor or the Sublessee be prevented or delayed by reason of an act of God, war, civil commotion, fire, flood, or other like casualty, strike, lockout, labour troubles, inability to secure materials, restrictive governmental laws or regulations, unusually severe weather, or any other cause, except financial inability, not the fault of the party required to perform the act, the time for performance of the act will be extended for a period equivalent to the period of delay and performance of the act during the period of delay will be excused; provided, however, that nothing contained in this section shall excuse the prompt payment of rent or other monies due by the Sublessee as required by this Sublease or the performance of any act rendered difficult solely because of the financial condition of the party, the Sublessor or the Sublessee, required to perform the act.

1. **NOTICES**

Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Sublease or by law to be served on or given to either party hereto by the other party hereto shall be in writing and shall be deemed duly served and given when personally delivered to the party, the Sublessor or the Sublessee, to whom it is directed or any managing employee of such party, or, in lieu of such personal service, [NUMBER] hours after deposit in the [COUNTRY] mail, certified or registered mail, with postage prepaid, or when transmitted by telecopy or facsimile addressed to the parties as set forth on the signature page hereof. Either party, the Sublessor or the Sublessee, may change the addresses herein contained for purposes of this Section by giving written notice of the change to the other party in the manner provided in this Section.

1. **AMENDMENTS**

No amendment, change or modification of this Sublease shall be valid and binding unless such is contained in a written instrument executed by the parties hereto and which instrument expresses the specific intention of the parties to amend, change or modify this Sublease.

1. **ACCORD AND SATISFACTION**

No payment by the Sublessee or receipt by the Sublessor of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of the stipulated rent earliest in time, nor shall any endorsement or statement on any cheque or any letter accompanying any cheque or payment as rent be deemed an accord and satisfaction and the Sublessor may accept such cheque or payment without prejudice to the Sublessor's right to recover the balance of such rent or pursue any other remedy provided in this Sublease or by law.

1. **NO AGENCY CREATED**

Nothing contained in this Sublease shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association whatsoever between the Sublessor and the Sublessee other than sublessor and sublessee.

1. **BROKERAGE COMMISSION**

The Sublessee represents that neither it nor any of its affiliates have engaged the services of any property agent, finder, or any other person or entity in connection with this lease transaction and therefore should the Sublessee be found to be in violation of such representation, the Sublessee shall indemnify the Sublessor against any and all claims for agent commissions or finders fees in connection with this transaction, and to indemnify, defend and hold the Sublessor free and harmless from all liabilities arising from any such claim, including without limitation, attorneys’ fees in connection therewith.

1. **SOLE AND ONLY AGREEMENT**

This instrument constitutes the sole and only agreement between the Sublessor and the Sublessee respecting the Leased Premises or the leasing of the Leased Premises to the Sublessee. The Sublessor shall have no obligations to the Sublessee, whether express or implied, other than those specifically set forth in this Sublease.

1. **SEVERABILITY AND GOVERNING LAW**

This Sublease shall be governed by the laws of the [STATE/PROVINCE] of [COUNTRY]. Whenever possible each provision of this Sublease shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Sublease shall be prohibited, void, invalid, or unenforceable under applicable law, such provision shall be ineffective to the extent of such prohibition, invalidity, voidability, or enforceability without invalidating the remainder of such, or the remaining provisions of this Sublease.

1. **CONSTRUCTION AND HEADINGS**

All references herein in the singular shall be construed to include the plural, and the masculine to include the feminine or neuter gender, where applicable, and where the context shall require. Section headings are for convenience of reference only and shall not be construed as part of this Sublease nor shall they limit or define the meaning of any provision herein. The provisions of this Sublease shall be construed as to their fair meaning, and not strictly for or against the Sublessor or the Sublessee.

1. **EFFECT OF EXECUTION**

The submission of this Sublease for examination shall not effect any obligation on the part of the submitting or examining party and this Sublease shall become effective only upon the complete execution thereof by both the Sublessor and the Sublessee.

1. **INUREMENT**

The Sublessor shall have the full and unencumbered right to assign this Sublease. The covenants, agreements, restrictions, and limitations contained herein shall also be binding on the Sublessee's permitted successors and assigns.

1. **TIME OF ESSENCE**

Time is expressly declared to be of the essence.

1. **NO LIGHT, AIR OR VIEW EASEMENT**

Any diminution or shutting off of light, air or view by any structure which may be erected on lands adjacent to the Leased Premises shall in no way affect this Sublease or impose any liability on the Sublessor.

1. **TRIPLE NET LEASE**

It is the purpose and intent of the Sublessor and the Sublessee that this Sublease be deemed and construed to be a “triple net lease” so that the Sublessor shall receive all rentals and other sums specified hereunder during the term of this Sublease, free from any and all charges, costs, assessments, expenses, deductions and/or set-offs of any kind or nature whatsoever, and the Sublessor shall not be expected or required to pay any such charge, assessment or expense, or be under any obligation or liability hereunder, except as herein expressly set forth. All charges, costs, expenses and obligations of any nature relating to the repair, restoration, alteration, maintenance and operation of the Leased Premises shall be paid by the Sublessee, except as otherwise herein expressly set forth, and the Sublessor shall be indemnified and held harmless by the Sublessee from and against such charges, costs, expenses and obligations.

1. **AUTHORITY**

Each individual executing this Sublease on behalf of the Sublessee and the Sublessee (if the Sublessee is a company or other entity) does hereby covenant and warrant that (i) the Sublessee is a duly authorised and validly existing entity, (ii) the Sublessee has and is qualified to do business in [STATE/PROVINCE], (iii) the entity has full right and authority to enter into this Sublease, and (iv) each person executing this Sublease on behalf of the entity was authorised to do so.

1. **SURVIVAL**

All obligations of the Sublessee under this Sublease, including without limitation the obligations to pay Base Minimum Rent, shall survive the expiration or termination of this Sublease.

1. **WAIVER**

The Sublessee hereby waives any rights it may have under the provisions of [LAW OR CODE], if applicable, and any similar statutes regarding the repair of the Leased Premises or termination of this Sublease after the destruction of all or any part of the Leased Premises.

1. **RECORDATION**

The Sublessee shall not record this Sublease or a short form memorandum hereof without the prior written consent of the Sublessor.

1. **TRANSFER OF MASTER LEASE**

In the event of any assignment or transfer of the Master Lease by the Sublessor to any other party or entity, the Sublessor shall be and is hereby entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Sublease arising out of any act, occurrence or omission occurring after the consummation of such assignment or transfer; and the assignee or such transferee shall be deemed, without any further agreement between parties or their successors in interest or between the parties and any such assignee or transferee, to have assumed and agreed to carry out any and all of the covenants and obligations of the Sublessor under this Sublease. The Sublessee hereby agrees to attorn to any such assignee or trustee. The Sublessee agrees to execute any and all documents deemed necessary or appropriate by the Sublessor to evidence the foregoing.

1. **SUBORDINATION, ATTORNMENT**

Without the necessity of any additional document being executed by the Sublessee for the purpose of effecting a subordination, this Sublease shall in all respects be subject and subordinate at all times to the lien of any mortgage or deed of trust which may now exist or hereafter be executed in any amount for which the Leased Premises or the Sublessor's interest or estate is specified as security. Notwithstanding the foregoing, the Sublessor shall have the right to subordinate or cause to be subordinated any lien or encumbrance to this Sublease. In the event that any mortgage or deed of trust is foreclosed or a conveyance in lieu of foreclosure is made for any reason, the Sublessee shall, notwithstanding any subordination, attorn to and become the sublessee of the successor in interest to the Sublessor, at the option of such successor in interest. The Sublessee covenants and agrees to execute and deliver, upon demand by the Sublessor and in the form requested by the Sublessor, any additional documents evidencing the priority or subordination of this Sublease.

1. **NO MERGER**

The voluntary or other surrender of this Sublease by the Sublessee, or a mutual cancellation hereof, shall not work a merger, and shall, at the option of the Sublessor, terminate all or any existing subleases or sub-tenancies or may, at the option of the Sublessor, operate as an assignment to the Sublessor of any or all such subleases or sub-tenancies.

1. **RIGHT OF SUBLESSOR TO PERFORM**

All terms, covenants and conditions of this Sublease to be performed or observed by the Sublessee shall be performed or observed by the Sublessee at its sole cost and expense and without any reduction of rent of any nature payable hereunder. If the Sublessee shall fail to pay any sum of money, other than rent required to be paid by it hereunder or shall fail to perform any other term or covenant hereunder on its part to be performed, the Sublessor, without waiving or releasing the Sublessee from any obligation of the Sublessee hereunder, may, but shall not be obligated to, make any such payment or perform any such other term or covenant on the Sublessee's part to be performed. All sums so paid by the Sublessor and all necessary costs of such performance by the Sublessor, together with interest thereon from the date of payment at the rate eighteen per cent (18%) or the highest rate permissible by law, whichever is less, shall be paid, and the Sublessee covenants to make such payment, to the Sublessor on demand, and the Sublessor shall have, in addition to any over right or remedy of the Sublessor, the same rights and remedies in the event of non-payment thereof by the Sublessee as in the case of failure in the payment of rent hereunder.

1. **MODIFICATION FOR LENDER**

If, in connection with obtaining any type of financing, the Sublessor’s lender shall request reasonable modifications to this Sublease as a condition to such financing, the Sublessee shall not unreasonably withhold, delay or defer its consent thereto, provided such modifications do not materially adversely affect the Sublessee's rights hereunder.

1. **SUBLESSOR’S PERSONAL LIABILITY**

The liability of the Sublessor to the Sublessee for any default by the Sublessor under the terms of this Sublease shall be limited to the interest of the Sublessor in the Leased Premises, and the Sublessee agrees to look solely to the Sublessor's interest in the Leased Premises for the recovery of any judgement  from the Sublessor, it is intended that the Sublessor shall not be personally liable for any judgement  or deficiency.

1. **BREACH BY LANDLORD**

The Sublessor shall not be deemed to be in breach in the performance of any obligation required to be performed by it hereunder unless and until it has failed to perform such obligation within [NUMBER] days after written notice by the Sublessee to the Sublessor specifying wherein the Sublessor has failed to perform such obligation; provided, however, that if the nature of the Sublessor's obligation is such that more than [NUMBER] is required for its performance then the Sublessor shall not be deemed to be in breach if it shall commence such performance within such [NUMBER] day period and thereafter diligently prosecute the same to completion. In any event, the Sublessee must bring an action for breach of this Sublease within [NUMBER] year of the Sublessor’s breach or be deemed to have waived the breach and not harmed thereby.

1. **SURVIVAL OF INDEMNITIES**

The obligations of the indemnifying party under each and every indemnification and hold harmless provision contained in this Sublease shall survive the expiration or earlier termination of this Sublease to and until the last to occur of (a) the last date permitted by law for bringing of any claim or action with respect to which indemnification may be claimed by the indemnified party against the indemnifying party under such provision or (b) the date on which any claim or action for which indemnification may be claimed under such provision is fully and finally resolved and, if applicable, any compromise thereof or judgement  or award thereon is paid in full by the indemnifying party and the indemnified party is reimbursed by the indemnifying party for any amounts paid by the indemnified party in compromise thereof or upon a judgement  or award thereon and in defence of such action or claim, including attorneys’ fees incurred.

1. **OPTION TO RENEW**

Subject to the receipt by lessee of an extension of the original lease agreement for a sufficient duration to include this renewal, at any time before the commencement of the last calendar month of the first term of this sublease agreement, sublessee is granted the option and privilege of extending and renewing the term of this sublease agreement for an additional [NUMBER]-year period at an annual rental to be agreed on or arbitrated as provided in this sublease agreement.

1. **MEANING OF CONSENT**

Whenever an act or provision contained in this Sublease is conditioned upon the consent or approval of the Sublessor, this shall be interpreted to mean, unless otherwise specified to the contrary, that the Sublessor has the full unconditional right and sole discretion as to whether or not to give its consent, which may only be given in writing.

1. **QUIET ENJOYMENT**

If the Sublessee performs the terms of this sublease agreement, the Lessee will warrant and defend the Sublessee in the enjoyment and peaceful possession of the demised premises during the term of this sublease agreement without any interruption by Lessee or Lessor or either of them or any person rightfully claiming under either of them.

1. **MASTER LEASE**

Notwithstanding anything in this Sublease to the contrary, the rights of the Sublessee shall be subject to the terms and conditions contained in the lease (“Master Lease”) between the Sublessor and the owner of the Leased Premises (the “Master Lessor''), as it may be amended from time to time. The Sublessee shall assume and perform and comply with the obligations of the lessee under the Master Lease to the same extent as if references to the Sublessor therein were references to the Sublessee (all of which obligations are hereby incorporated herein), including, without limitation, the payment of any and all costs, expenses, charges, fees, taxes, payments or other monetary obligations (except for minimum rent and percentage rent) for which the Sublessor is liable or responsible under the Master Lease, as such costs, expenses, charges, fees, taxes, payment or other monetary obligations come due. The Sublessee shall not commit or permit to be committed on the Leased Premises any act or omission which shall violate any term or condition of the Master Lease. Notwithstanding anything in this Sublease to the contrary, the effectiveness of this Sublease shall be conditioned upon the Sublessor obtaining the written consent of the Master Lessor (if such consent is required under the Master Lease), in form and substance satisfactory to the Sublessor, within ten (10) days of the date hereof. If the Master Lease terminates for any reason, this Sublease shall terminate coincidentally therewith without any liability of the Sublessor to the Sublessee.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

SUBLESSOR SUBLESSEE

Authorised Signature Authorised Signature

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Print Name and Title Print Name and Title

**ANNEXURE A**

**TO SUBLEASE**

**DESCRIPTION OF LEASED PREMISES**