

COMMERCIAL SUBLEASE AGREEMENT

Premises:

Commencement Date:

Parties:

Sublessor (Landlord):

Sublessee (Tenant):

Recitals:

WHEREAS, Sublessor is lawfully entitled to lease the commercial premises described above; AND WHEREAS, Sublessee desires to sublease the said premises upon the terms and conditions contained herein; NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. Sublease Premises and Term

Sublessor hereby subleases to Sublessee, and Sublessee hereby takes from Sublessor, the Premises described above for the term commencing on the Commencement Date and ending on the date specified in the Master Lease, subject to earlier termination as provided in this Agreement. Sublessee acknowledges and agrees that the sublease term shall not exceed the term of the Master Lease and is subject to all terms and conditions thereof.

2. Rent

Sublessee agrees to pay to Sublessor as rent for the Premises the sum of AUD _____ per calendar month, payable in advance on the first day of each month during the term of this Agreement. Rent shall be paid to the address designated by Sublessor or as otherwise directed in writing.

3. Security Deposit

Sublessee shall deposit with Sublessor the sum of AUD _____ as security for the performance of Sublessee's obligations hereunder. The Security Deposit shall be held by Sublessor without interest and may be applied by Sublessor to cure any Sublessee default or to compensate Sublessor for damages caused by Sublessee's breach of this Agreement.

4. Use of Premises

The Premises shall be used solely for lawful commercial purposes permitted under the Master Lease and applicable laws. Sublessee shall not use the Premises for any illegal or hazardous purpose and shall comply with all applicable laws, ordinances, and regulations.

5. Compliance with Master Lease

Sublessee acknowledges that this Sublease is subject and subordinate to the Master Lease between Sublessor and the landlord of the Premises. Sublessee agrees to comply with all terms and conditions of the Master Lease applicable to the use and occupancy of the Premises.

6. Maintenance and Repairs

Sublessee shall maintain the Premises in good condition and repair at its own expense except for reasonable wear and tear and structural repairs which shall remain the responsibility of Sublessor or as otherwise provided in the Master Lease.

7. Alterations and Improvements

Sublessee shall not make any alterations, additions or improvements to the Premises without the prior written consent of Sublessor and, if required under the Master Lease, the landlord. All approved alterations shall be performed in a good and workmanlike manner.

8. Insurance

Sublessee shall maintain commercial general liability insurance covering the Premises with limits acceptable to Sublessor and shall provide certificates of insurance evidencing such coverage upon request.

9. Indemnity

Sublessee agrees to indemnify, defend and hold Sublessor harmless from and against any and all claims, liabilities, damages, losses, and expenses arising out of Sublessee's use or occupancy of the Premises, except to the extent caused by Sublessor's negligence or willful misconduct.

10. Default and Remedies

If Sublessee defaults in the payment of rent or breaches any other term of this Agreement, Sublessor may terminate this Sublease and pursue all remedies allowed at law or equity. Sublessor's acceptance of rent after a breach shall not constitute a waiver of such breach.

11. Assignment and Subletting

Sublessee shall not assign this Sublease or further sublet the Premises without the prior written consent of Sublessor and the landlord if required under the Master Lease.

12. Surrender of Premises

Upon expiration or earlier termination of this Sublease, Sublessee shall surrender the Premises to Sublessor in good condition, reasonable wear and tear excepted, and remove all personal property and trade fixtures.

13. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New South Wales, Australia, without regard to its conflicts of law principles.

14. Notices

All notices under this Agreement shall be in writing and delivered personally or sent by registered mail or email to the

addresses set forth herein or such other address as may be designated by either party in writing.

15. Entire Agreement

This Agreement, including any attachments or schedules, constitutes the entire agreement between the parties and supersedes all prior agreements or understandings, oral or written, relating to the subject matter hereof.

16. Amendments

This Agreement may only be amended or modified by a written instrument signed by both parties.

17. Counterparts

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

SUBLESSOR'S SIGNATURE

SUBLESSEE'S SIGNATURE

Signature: _____

Signature: _____

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