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Below is a sample “Type S Use and Commercial Sublease Agreement (Pro-Subtenant)” which is subject to the following Terms and Conditions of Use. Use at your own risk and according to these binding terms and conditions:

TERMS AND CONDITIONS OF USE

Please read the following carefully. The terms and conditions for use of the following Type S Use and Commercial Sublease Agreement (Pro-Subtenant) are binding upon all users:

1. No Legal or Business Advice.

The provision of this sample form document is not legal or business advice, either generally or in connection with any specific issue or case. These materials are intended for general informational and educational purposes only. Users are responsible for obtaining legal or business advice from their own lawyer or other professional and should not rely on the Type S Use and Commercial Sublease Agreement (Pro-Subtenant) without seeking such advice. Use at your own risk.

2. No Attorney-Client Relationship

Neither the availability, operation, transmission, receipt nor use of the Type S Use and Commercial Sublease Agreement (Pro-Subtenant) is intended to create, nor does it create an attorney-client relationship or any other relationship.

3. Compliance with Laws

You agree to use the Type S Use and Commercial Sublease Agreement (Pro-Subtenant) in compliance with all applicable laws, including applicable securities laws, and, to the extent permitted by law, you agree to indemnify Heather L. Burke, P.C. from and against any and all claims, damages, losses or obligations arising from your failure to comply with the law.

4. Disclaimer of Liability

TO THE EXTENT PERMITTED BY LAW, THE TYPE S USE AND COMMERCIAL SUBLEASE AGREEMENT (PRO-SUBTENANT) IS PROVIDED AS-IS WITH NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. TO THE EXTENT PERMITTED BY LAW YOU ASSUME COMPLETE RESPONSIBILITY AND RISK FOR USE OF THE TYPE S USE AND COMMERCIAL SUBLEASE AGREEMENT (PRO-SUBTENANT).

To the extent permitted by law, Heather L. Burke, P.C. disclaims all liability, loss or risk incurred as a direct or indirect consequence of the use of the Type S Use and Commercial Sublease Agreement (Pro-Subtenant). To the extent permitted by law, by using the Type S Use and Commercial Sublease Agreement (Pro-Subtenant), you waive any rights or claims you may have against Heather L. Burke, P.C. in connection therewith.

The information contained in the Type S Use and Commercial Sublease Agreement (Pro-Subtenant) provided only as general information and may not reflect the most current market and legal developments and may not address all relevant business or legal issues; accordingly, information in the Type S Use and Commercial Sublease Agreement (Pro-Subtenant) is not promised or guaranteed to be correct or complete.

Heather L. Burke, P.C. at its sole discretion may choose to change these terms or the terms of the Type S Use and Commercial Sublease Agreement (Pro-Subtenant) at any time.

Heather L. Burke, P.C., in its sole discretion, reserves the right to refuse to provide you access to the Type S Use and Commercial Sublease Agreement (Pro-Subtenant). To the extent permitted by law, you agree that Heather L. Burke, P.C. is not liable to you for loss or damages that may result from our refusal to provide access to our forms.

5. Use by Agents

You agree that, if an agent (e.g., an attorney, an employee, etc.) uses the Type S Use and Commercial Sublease Agreement (Pro-Subtenant) on your behalf, you are nonetheless bound as a principal by all terms and conditions herein.

SCROLL DOWN TO TYPE S USE AND COMMERCIAL SUBLEASE AGREEMENT (PRO-SUBTENANT)

USE AGREEMENT AND COMMERCIAL SUBLEASE

This Use Agreement and Commercial Sublease is made by and between _____, a [LLC/corp/b corp] formed under the laws of the state of _____ and having a business address of _____ (hereinafter "Master Tenant"), and _____ [LLC/corp/b corp] formed under the laws of the state of _____ and having a business address of _____ (hereinafter "Subtenant").

1. **PROPERTY ADDRESS.** [Description of the entire property, including unit number and a plain-language written description of the boundaries and how the boundaries are defined] (the "Property").
2. **SCOPE OF PREMISES.** Master Tenant hereby subleases to Subtenant, and Subtenant hereby subleases from Master Subtenant, the Designated Area and the Common-Use Area (together, the "Premises") located within the Property.
 - a. "Common-Use Area" refers to those areas within Master Tenant's registered Shared-Use Facility which is limited to one licensee at a time and which Subtenant has the sole and exclusive right to occupy during the Assigned Time Period.
 - b. "Designated Area" refers to a secure, locked storage unit located within the Premises and clearly marked with Subtenant's name and/or logo which is designated for Subtenant's sole and exclusive use, including storage of the Type S licensee's cannabis, cannabis concentrates, and cannabis products.
 - c. "Assigned Time Period" refers to the days and hours Subtenant has sole and exclusive use of the Premises, as reflected in the Occupancy Schedule pursuant to Section 11 (a) of this agreement.
 - d. "Occupancy Schedule," as used herein, means the written schedule specifying the days and hours the Common-Use Area will be available for use by Subtenant and when the Common Use Area will be used by Master Tenant, and shall be set forth in Schedule 1, as amended from time to time upon the written agreement of the Parties.
 - e. "Shared-Use Facility," as used herein, has the same meaning as in the California Code of Regulations, as amended from time to time.
3. **EXCLUSIVE RIGHT OF ACCESS.**
 - a. Subtenant has the sole and exclusive right to occupy the Common-Use Area during the Assigned Time Period.
 - b. Subtenant has the sole and exclusive right to occupy the Designated Area during the Term.
 - c. Master Tenant shall designate the Designated Area for Subtenant's sole and exclusive use using commercial reasonable signage. The Designated Area includes Subtenant's cannabis and non-cannabis storage.
 - d. The parties must designate the Common-Use Area and Designated Area on any Premises Diagram(s) submitted to the California Department of Public Health ("DPH") in support of any application for Shared-Use Facility registration or Type S licensure. Such diagrams must identify reasonable routes of ingress and egress therefrom. Any areas not designated as either Common Use-Area or Designated Area on the Premises Diagram are excluded from the Premises.

- e. Copies of any Premises Diagrams submitted by Master Tenant or Subtenant to the State of California in support of a registration as a Shared-Use Facility or an application for Type S licensure at this Premises Address are hereby incorporated into this agreement by reference.
4. **NON-EXCLUSIVE RIGHT OF ACCESS.** Separate from the Premises, Tenant has the non-exclusive right to use in common with other tenants or subtenants those non-Premises portions of the Property necessary for (1) reasonable routes of ingress and egress to the Premises, (2) all bathrooms and washroom areas within the Property, and (3) all other common areas or areas accessible to the general public, as marked on any Premises Diagram submitted to DPH by either party.
- a. **LIMITED ACCESS TO PREMISES OUTSIDE OF ASSIGNED TIME PERIOD.** Subtenant may access the Premises during Master Tenant’s regular business hours during the Term, provided (1) no manufacturing activity occurs and (2) the Subtenant’s limited access does not disturb another subtenant’s sole and exclusive use of the Common-Use Area.
5. **RENT TO MASTER TENANT.** Subtenant shall pay to Master Tenant \$_____ for each [hour/day] of Subtenant’s Assigned Time Period (“Rental Amount”). Subtenant shall pay to Master Tenant the total Rental Amount due on the 1st day of each month (“Monthly Rental Payment”). If Subtenant does not pay Master Tenant any Monthly Rental Payment within ten (10) business days after 1st day of each month during the Term, Subtenant shall pay Master a late fee payment equal to three percent (4%) of the overdue Monthly Rental Payment.
- a. **SECURITY DEPOSIT.** Subtenant shall pay to Master Tenant a security deposit in the amount equal to ONE MONTH of the Rental Amount (“Subtenant”), which Subtenant shall remit to Master Tenant within seven (7) calendar days from the date the last party signs this agreement. Master Tenant may use any or all of the Security Deposit as reasonably necessary to (1) cure Subtenant’s default of the Rental Amount or non-sufficient funds fees, and (2) repair damages excluding ordinary wear and tear, caused solely by Subtenant or by a guest or agent of Subtenant. Master Tenant shall pay to Subtenant all unused Security Deposit funds within 14 calendar days after this agreement expires or is terminated.
 - b. **NO INTEREST OF SUBTENANT’S BUSINESS OR PROFIT SHARE.** The Rental Amount is the sole consideration to Master Tenant under this agreement. Master Tenant shall not take any interest in Subtenant’s company or any share of Subtenant’s profits under any circumstances by nature of this agreement.
6. **MAINTENANCE.**
- a. **Master Tenant’s Responsibility.** At Master Tenant’s sole cost, Master Tenant shall maintain the Property in good condition, including but not limited to the Premises, any buildings, appurtenances, grounds, and common areas of the Property, and to use best efforts to guard against fire, vandalism, burglary and trespass.
 - b. **Subtenant’s Responsibility.** At Subtenant’s sole cost, Subtenant shall use commercially reasonable efforts to maintain the cleanliness of the Premises at the culmination of each Assigned Time Period.
7. **TERM.** This agreement is for a term of one (1) year, commencing on the date the State of California issues Subtenant a license to manufacture cannabis at the Premises. Upon execution of this agreement and prior to the commencement of the Term, Subtenant may access the Premises during business hours upon two (2) business days’ notice to Master Tenant for the purpose of inspecting the Property or the Premises and preparing for operations to commence.

8. **OPTION TO RENEW.** Master Tenant grants Subtenant an Option to Renew this Agreement every year for a maximum of three renewal periods (“Renewal Term”), provided Subtenant is not otherwise in default under the terms of this Agreement. In the event Subtenant desires to continue leasing the Premises after the Renewal Term(s), the parties agree to negotiate in good faith.

a. Subtenant must exercise the Option to Renew by giving notice (“Option Notice”) to Master Tenant of Subtenant’s intent to renew this Agreement before the current Term expires. Such notice may be provided in writing, orally or via any method of communication regularly used between the parties, including but not limited to email or electronic messaging.

9. **PURPOSE.** Subtenant's sole use of the Premises will be to manufacture cannabis for commercial distribution in strict compliance with local and state law and those ancillary activities reasonably related thereto.

10. **INTELLECTUAL PROPERTY.** Nothing in this agreement licenses, conveys or otherwise transfers any intellectual property rights from one party to the other. Any rights not expressly granted in this agreement are withheld.

11. **REGULATORY COMPLIANCE.**

a. **ASSIGNED TIME PERIOD/OCCUPANCY SCHEDULE.** The Assigned Time Period must be reflected on the Occupancy Schedule set forth in Schedule 2, as amended from time to time upon the written agreement of the Parties. Should the Parties amend the Assigned Time Period, the Parties agree to meet and confer in good faith to amend Schedule 2 and to provide prompt notice to the DPH where required by law or regulation. In notifying DPH of amendments to the Occupancy Schedule, the parties acknowledge that time is of the essence.

b. **ALLOCATION OF REGULATORY RESPONSIBILITY.** Master Tenant shall be responsible for providing and maintaining all commonly used equipment and services unless otherwise stated herein, including, but not limited to, security systems, fire monitoring and protection services. Additionally, Master Tenant shall provide a video surveillance system which meets all regulatory requirements, including but not limited to 17 C.C.R. § 40205, and shall ensure Subtenant has immediate access to the surveillance recordings.

i. **WASTE.** Master Tenant is responsible for and shall pay all costs for waste disposal, including cannabis waste and non-cannabis waste.

ii. **DESIGNATED AREA.** Subtenant must procure and maintain its own secure, locked storage unit located within the Property. Subtenant must clearly mark the secure, locked storage unit with Subtenant’s name and/or logo. Master Tenant and Subtenant shall cooperate in good faith to ensure the secure, locked storage unit is compliant with applicable laws and applicable regulations.

c. **SUBTENANT’S ON-SITE STORAGE.** Subtenant is responsible to provide its own storage on the Premises. The Parties agree the storage shall be secure, fixed in place, locked with a commercial-grade lock, and accessible only to Subtenant for storage of Subtenant’s cannabis, cannabis concentrates, and cannabis products. To the extent Master Tenant’s consent or authorization is required for placing, securing, or fixing the storage in place, Master Tenant shall not unreasonably withhold such consent or authorization.

d. **SOLE AND EXCLUSIVE USE ACKNOWLEDGEMENT.** Master Tenant hereby acknowledges, agrees, represents and warrants that Subtenant has sole and exclusive use of the Premises, as defined herein, during the Assigned Time Period during the Term.

12. Representations and Warranties.

- a. **SUBTENANT REPRESENTATIONS.** Subtenant represents and warrants it will comply with all applicable laws, regulations, and ordinances for commercial cannabis operations. Subtenant shall at all times maintain its Type S licensure and is solely responsible for any permitting or licensing fees for Subtenant's licensure, costs for its employees or consultants, and other costs directly related to Subtenant's local permit and state licensure, unless otherwise agreed in writing by the Parties.
- b. **MASTER TENANT REPRESENTATIONS.** Master Tenant represents and warrants it will comply with all applicable laws, regulations, and ordinances for commercial cannabis operations. Master Tenant shall at all times maintain the Primary License and is solely responsible for any permitting and licensing fees for Master Tenant's licensure, costs for its employees or consultants, and other costs related to Master Tenant's local permit and state licensure, unless otherwise agreed in writing by the Parties.
 - i. Master Tenant is authorized to enter into this Agreement. A copy of Master Tenant's Lease granting authorization to sublease is attached as Exhibit A hereto.

13. **SUBTENANT IMPROVEMENTS.** Subtenant is not authorized to make or allow to be made any alterations or physical additions in or to the Premises without first obtaining the written consent of the Master Tenant, whose consent may not be unreasonably withheld. Prior to returning the Premises to Master Tenant at the termination of this Agreement, Subtenant shall remove anything affixed to the Premises if the removal can be effected without injury to the Premises, unless the thing has, by the manner in which it is affixed, become an integral part of the Premises, unless otherwise agreed in writing between the Parties.

14. **ASSIGNMENT AND SUBLETTING.** Subtenant may not attempt to assign, pledge, mortgage or sublease any of its interest in the Premises or the Property.

15. **UTILITIES.** The Rental Amount includes Master Tenant's expected costs of utilities and services incurred in connection with the Premises. Subtenant agrees to comply with any environmental, waste management, recycling, energy conservation or water conservation programs implemented by Master Tenant, and Master Tenant agrees to cooperate with Subtenant to achieve any necessary approvals for utilities. Master Tenant is not be liable to Subtenant or to any other person in damages or otherwise for interruption or reduction of utilities or services caused by someone other than Master Tenant, nor is such interruption or reduction be considered a default under the Lease.

16. **TAXES.**

- a. Master Tenant shall be responsible for and pay all taxes and assessments which may be levied against the Master Tenant which are attributable to Master Tenant's use of the Property or Premises, including but not limited to any sales or use taxes or other assessments made by any regulatory authorities due to the Master Tenant's use of the Property or Premises, including Master Tenant's registration as a Shared-Use Facility.
- b. Subtenant shall be responsible for and pay all taxes and assessment which may be levied against Subtenant which are solely attributable to Subtenant's use of the Premises, including but not limited to any sales or use taxes or other assessments made by any regulatory authorities due to Subtenant's use of the Premises.

17. **REMEDIES.**

- a. **LIQUIDATED DAMANGES.** Master Tenant acknowledges the regulated cannabis market is in its

infancy and subject to volatile market fluctuations. Calculating Subtenant's damages for damages to Subtenant's abilities to launch or maintain their business in light of the volatility of the market would be unreasonably expensive, difficult, and burdensome. As such, if this agreement is terminated due to Master Tenant's loss of permit or license pursuant to Section 18 (c)(ii) ("Termination of Agreement: Fault Loss of Permit or License"), Master Tenant will pay to Subtenant \$1000.00 USD per day that Subtenant would have had sole and exclusive access to the Premises for the remainder of the Term. The liquidated damages become immediately due and payable upon Master Tenant loss of its permit or license under Section 18 (c)(ii). Master Tenant acknowledges these fees reasonably estimate the actual damages to Subtenant for Master Tenant's loss of any required permit or license as of the date Master Tenant signs this agreement.

- b. **NON-EXCLUSIVE REMEDIES.** No remedy authorized herein is intended to be exclusive of any other remedy and each remedy is cumulative and in addition to every other remedy existing at law or in equity by statute or otherwise. The election of one or more remedies does not constitute a waiver of the right to pursue other remedies.

18. Termination of Agreement.

- a. Either party may terminate this agreement upon other Party's material breach of a provision of this agreement and failure to cure such breach within ten (10) calendar days of written notice of breach. The Parties may agree in writing to extend the cure period. Unless waived in writing by the Party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this agreement. The parties agree that failure to maintain strict compliance with applicable laws and regulations is a material breach.

- b. **LOSS OF SUBTENANT'S PERMIT OR LICENSE.** Should the County of _____ or the State of California decline to issue authorization to Subtenant for commercial cannabis manufacturing and related activity for any reason or irrevocably rescind, revoke or otherwise terminate any of Subtenant's permits or licenses required for Subtenant to effectuate the purpose of this agreement, Subtenant may terminate this Agreement upon 30 days' notice.

- c. **LOSS OF MASTER TENANT'S PERMIT OR LICENSE.**

- i. **NO FAULT LOSS.** Should the County of _____ or the State of California irrevocably rescind, revoke or otherwise terminate any of Master Tenant's permits or licenses required for Subtenant to effectuate the purpose of this agreement through no fault of Master Tenant, Master Tenant or Subtenant may terminate this agreement upon 30 days' notice.

- ii. **LOSS BY FAULT.** Should the County of _____ or the State of California irrevocably rescind, revoke or otherwise terminate any of Master Tenant's permits or licenses required for Subtenant to effectuate the purpose of this agreement due to Master Tenant's own fault, Master Tenant will be subject to the Liquidated Damages described in Section 17 (a) ("Liquidated Damages").

- d. Failure to maintain strict compliance with applicable laws and regulations for the manufacturing of cannabis and ancillary activity, as adjudged by a judicial order, shall be grounds for immediate termination of this agreement.

- 19. **MUTUAL INDEMNIFICATION.** Subject to Section 20 (Exceptions to Indemnity), each party (as "Indemnifying Party") shall indemnify, hold harmless, and defend the other party and its managers, officers, directors, employees, agents (collectively, "Indemnified Party") against any and all losses, damages,

liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including professional fees and reasonable attorneys' fees, that are incurred by Indemnified Party ("Losses"), arising out of any third-party claim alleging:

- a. Material breach or non-fulfillment of any material representation, warranty, or covenant made this agreement by Indemnifying Party;
- b. Any gross negligence of Indemnifying Party including any reckless or willful misconduct in connection with its obligations herein;
- c. Any bodily injury, death of any person, or damage to real or tangible personal property caused by the gross negligence of Indemnifying Party or its personnel, including any reckless or willful misconduct; and
- d. Any failure by Indemnifying Party to materially comply with any applicable federal, state, or local laws or any applicable regulations in the performance of its obligations herein.

20. **EXCEPTIONS TO INDEMNITY.** The Indemnifying Party is not obligated to indemnify or defend Indemnified Party against any claim (whether direct or indirect) if such claim or corresponding Losses arise out of or result from Indemnified Party's:

- a. Gross negligence, including recklessness or willful misconduct;
- b. Bad faith failure to materially comply with any of its obligations herein; or
- c. Any failure by Indemnified Party to materially comply with any applicable federal, state, or local laws or applicable regulations in the performance of its obligations herein.

21. **INSURANCE.**

- a. **Commercial General Insurance.** At all times during the Term, Master Tenant shall obtain and maintain force a Commercial General Liability insurance policy and shall name Subtenant as an additional insured. Master Tenant shall provide Subtenant with an endorsement naming Subtenant as an additional insured at or before the commencement of the Term.
- b. **Products Liability Insurance.** At all times during the Term, Subtenant shall obtain and maintain a Products Liability insurance policy and shall name Master Tenant as an additional insured. Subtenant shall provide Master Tenant with an endorsement naming Master Tenant as an additional insured at or before the commencement of the Term.

22. **INDEMNITY FOR FAILURE TO COMPLY WITH INSURANCE REQUIREMENTS.** Failure to obtain or maintain the insurance policies or failure to name the other party as an additional insured as described in Section 21 ("Insurance") is deemed an indemnity from the party who failed to obtain or maintain the policy or failed to name the other party ("Indemnifying Party") as an additional insured to defend and pay for the other party ("Indemnified Party") in any actions and for any losses which the Indemnified Party may incur as a result of the Indemnifying Party's failure under Section 21. The indemnity is not a sole or exclusive remedy for failure to comply with Section 21.

23. **RELATIONSHIP BETWEEN THE PARTIES.** Nothing contained in this agreement will be deemed to be construed by the Parties or any third party as creating a partnership, an agency relationship, or joint venture between the Parties or any of their respective employees, representatives or agents. Neither party may bind the other into contracts.

24. **NONDISCLOSURE AGREEMENT.** All confidential or proprietary information of Seller, including information relating to trade secrets, inventions, patents, trademarks and copyright applications, improvements, know-how, specifications, drawings, cost or materials data, process flow diagrams, customer or vendor lists, bills, and/or any other written relevant material, irrespective of whether such information is marked or otherwise designated to be confidential ("Confidential Information") disclosed by either party in connection with this agreement is confidential. The receiving party may use Confidential Information solely for the purposes of performing under this agreement. The disclosing party is entitled to injunctive relief for violation of this Section 24. The term "Confidential Information" shall not include information that: (a) is in the public domain through no fault of the receiving party, (b) was properly known to the receiving party, without restriction, prior to disclosure by the disclosing party or (c) was properly disclosed to the receiving party by another person without restriction.
25. **FORCE MAJEURE EVENTS.** If a Force Majeure Event occurs, the party that is prevented by that Force Majeure Event from performing any one or more obligations under this agreement (the "Nonperforming Party") will be excused from performing those obligations, on condition it complies with its obligations under this agreement. For purposes of this agreement, "Force Majeure Event" means any event or circumstance, including but not limited to a change of law or California state-agency regulations, regardless of whether it was foreseeable, which was not caused by that party and which prevents that party from complying with any of its obligations under this agreement on condition the party uses reasonable efforts to do so, including but not limited to fire, flood, epidemic, or act of God. The Parties expressly agree an inability to fulfill an obligation to pay does not constitute a Force Majeure Event.

During a Force Majeure Event, the Nonperforming Party shall use reasonable efforts to limit damages to the Performing Party and to resume its performance under this agreement.

26. **DISPUTE RESOLUTION.** Any dispute arising out of or relating to this agreement ("Dispute") must be resolved as set forth in this Section 25. All communications, both written and oral, during phases set forth in Section 26 (a)-(c) below are confidential and are to be deemed settlement negotiations for purposes of any rules of evidence.
- a. **NEGOTIATION.** Upon written notice of any Dispute, the Parties shall attempt to resolve a Dispute in good faith by negotiation between those who have authority to settle the Dispute. This process must be completed within 10 calendar days (the "Negotiation Phase").
 - b. **Mediation.** If the dispute has not been resolved by Negotiation in accordance with Section 25 (a), the parties shall proceed to mediation unless the Parties at the time of the Dispute agree to a different time frame. The Parties shall agree on a mediator; however, if they cannot agree within 14 calendar days after the Notice of Mediation was served, then the JAMS Mediation, Arbitration and ADR Services in _____ County, California, shall appoint a mediator. All reasonable efforts will be made to complete the mediation within 30 days of the first mediation session. The Parties shall share the mediator's fee and any filing fees equally.
 - c. **MANDATORY AND BINDING ARBITRATION.** Any Dispute not resolved through negotiation or mediation in accordance with Paragraph (a) and (b) immediately above shall be resolved by final and binding arbitration in accordance with the rules of the California Arbitration Act. The arbitration will be held in _____ County, California, using one arbitrator, unless the Dispute exceeds one million dollars (USA) in which case there shall be three neutral arbitrators, as a panel. The Parties understand and agree that arbitration is final and binding and that they are waiving their rights to other resolution process, such as court action or administrative proceeding.

27. **ATTORNEY'S FEES TO SUBSTANTIALLY PREVAILING PARTY.** In any action arising hereunder or any separate action pertaining to the validity of this agreement, the substantially prevailing party shall be awarded reasonable attorney's fees and costs, both in the trial court and on appeal.
28. **SEVERABILITY.** If any provision of this agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions are not affected, and the rights and obligations of the parties is to be construed and enforced as if this agreement did not contain the particular provision held to be invalid.
29. **WAIVER.** Failure of either party to enforce any provision of this agreement does not constitute a waiver or relinquishment by that party of the right to such performance in the future, nor of the right to enforce any other provision of this agreement.
30. **STRICT COMPLIANCE.** Master Tenant and Subtenant shall at all times use best efforts and to the best of their respective ability shall perform all duties required under this agreement in compliance with applicable law. Best efforts, as used herein, means strict compliance with the plain language terms of each applicable law and regulation.
31. **MODIFICATION OR AMENDMENT.** No amendment or modification of this agreement is valid unless made in writing and signed by the parties.
32. **SURVIVAL.** Except as otherwise provided in this agreement, the representations and promises of the parties contained in this agreement will survive (and not be affected in any respect by) the termination of this agreement.
33. **NO JOINT VENTURE.** The relationship between the parties is that of independent contractors. The parties are not joint venturers, nor are they partners, principal and agent, employer and employee, and have no relationship other than independent contractors. Neither party has the power or authority to bind the other in any manner.
34. **NOTICE.** Any notice required under this agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.
35. **ASSIGNMENT.** Neither party may assign or transfer this agreement without the prior written consent of the non-assigning party, which may be withheld in either party's sole discretion.
36. **OPPORTUNITY FOR COUNSEL REVIEW; AMBIGUITIES.** Each of the parties acknowledges it has had sufficient opportunity to seek the advice of independent legal counsel in connection with this agreement and to negotiate each term, and that it understands the meaning of every term of this agreement and the consequences of signing it. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party is not applicable in interpreting this agreement.

Intending to be bound, the parties hereby agree to the foregoing:

MASTER TENANT: Signature: _____ Printed Name: _____ Date: _____ Title: _____	SUBTENANT: Signature: _____ Printed Name: _____ Date: _____ Title: _____
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EXHIBIT A

COPY OF MASTER TENANT'S LEASE WITH RIGHT TO SUBLEASE

SCHEDULE 1

OCCUPANCY SCHEDULE

SUBTENANT NAME	DAYS OF WEEK	TIMES OF DAY	SUBTENANT DATE AND SIGNATURE	MASTER TENANT DATE AND SIGNATURE

NOTE: Any times not specifically delegated to Subtenant(s) are hereby reserved for use by Master Tenant.