

EXCLUSIVE LISTING AGREEMENT FOR SUBLEASE OF REAL PROPERTY (Non-Residential)

1. BASIC PROVISIONS ("BASIC PROVISIONS").

1.1 Parties: This agency Agreement ("Agreement"), dated for reference purposes only, is made by and between, whose address is, telephone number, Fax No. ("Sublessor"), and, whose address is, telephone number, Fax No. ("Agent").

1.2 Master Lease: That certain lease dated, which lease was amended on the following dates (if there are no amendments, write "NONE") ("Master Lease"), entered into by and between, as lessor ("Master Lessor") and, as lessee. (See also Paragraph 3.)

1.3 Property: The real property which is the subject of this Agreement, which consists of (check the appropriate box) all or a part of the premises leased to Sublessor under the Master Lease, is commonly known as (street address, city, state, zip), located in the County of, and generally described as (describe briefly the nature of the property): ("Property"). (See also Paragraph 3)

1.4 Term of Agreement: The term of this Agreement shall commence on and expire at 5:00 p.m. on ("Term").

1.5 Sublease Terms: Agent is employed to sublease all or a portion of the Property on the following terms: or such other terms as may be agreeable to Sublessor.

1.6 As used herein the term Sublease shall include: (1) a Sublease of all or any portion of the Property for all or any portion of Sublessor's lease term; (2) an assignment of all or any portion of Sublessor's lease or lease term; or (3) any other transaction or event which causes or allows Sublessor's liability under the lease to be reduced or terminated, including without limitation lease termination for any reason and/or Master Lease buyout.

2. EXCLUSIVE EMPLOYMENT AND RIGHTS.

2.1 Sublessor hereby employs Agent as Sublessor's sole and exclusive agent to represent Sublessor in subleasing the Property. Agent shall use reasonably diligent efforts to find a sublessee. All negotiations and discussions relating to subleasing shall be conducted by Agent on behalf of Sublessor. Sublessor shall promptly disclose and refer to Agent all written or oral inquiries or contacts received by Sublessor from any source regarding a possible sublease of the Property.

2.2 Sublessor authorizes Agent to:

- (a) Place advertising signs on the Property;
(b) Place a lock box on the Property if vacant;
(c) Accept deposits from potential Sublessees; and
(d) Communicate the availability of the Property for sublease and distribute all information regarding the Property to participants in THE MULTIPLE

("MULTIPLE") of AIR CRE ("AIR") and/or any other appropriate local commercial multiple listing service, to other brokers, and to potential sublessees. Agent shall not, without Sublessor's consent, disclose the monetary terms of the Master Lease. Unless otherwise instructed, Agent shall censor the Master Lease's monetary terms prior to its distribution. Sublessor shall identify as "confidential" any communication or information provided to Agent that Sublessor considers confidential and does not want disclosed. All other information provided by Sublessor may be disclosed as Agent may deem appropriate or necessary. Agent may publicize the terms of any consummated sublease.

2.3 Agent shall comply with the Rules of Professional Conduct of the AIR, if a member or if not, the Rules of Professional Conduct of the Society of Industrial and Office Realtors, and shall submit the Property as available for sublease to the MULTIPLE. Agent shall cooperate with participants in the MULTIPLE and may, at Agent's election, cooperate with other real estate brokers (collectively "Cooperating Broker"). A Cooperating Broker may, as a third-party beneficiary hereof, enforce the terms of this Agreement against Sublessor or Agent.

2.4 If Agent finds a prospective sublessee for all or a part of the Property, Sublessor hereby authorizes Agent also to represent and act as the agent for such sublessee and Sublessor consents to such dual agency. If a Cooperating Broker finds such a sublessee, then Agent shall act as agent for Sublessor only, the Cooperating Broker shall act as agent for the sublessee only, and the Cooperating Broker shall not be Sublessor's agent, even though the Cooperating Broker may share in the commission paid by Sublessor to Agent. A Cooperating Broker shall not be an agent or subagent of Sublessor or Agent. Sublessor hereby agrees that Agent may represent and act as the agent for the Master Lessor, and Sublessor consents to such multiple agency.

2.5 Sublessor understands that Agent may also represent other lessors and lessees/sublessees with regard to competing properties.

3. PROPERTY; MASTER LEASE.

3.1 The term "Property" shall include all of the following which are owned by Sublessor, currently on or in the Property, and are permitted to be transferred under the Master Lease: permanent improvements, electrical distribution systems, power panels, buss ducting, conduits, disconnects, lighting fixtures, telephone distribution systems (lines, jacks and connections), space heaters, air conditioning equipment, air lines, carpets, window coverings, wall coverings, partitions, doors, suspended ceilings, and built-ins, such as cabinets.

3.2 Sublessor shall fully and timely perform all of Sublessor's obligations under the Master Lease and maintain the Master Lease in good standing.

3.3 Within 5 business days after the commencement of the Term hereof, Sublessor shall provide Agent with the following:

- (a) A true, correct and complete copy of the Master Lease including any amendments or prior assignments;
(b) A duly completed and fully executed Estoppel Certificate on the most current form published by the AIR;

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- (c) A duly completed and fully executed Property Information Sheet on the most current form published by the AIR (modified by changing the reference to "Owner" in such form to Sublessor);
- (d) Copies of other documents containing any limitations on Sublessor's right, ability and capacity to consummate a sublease; and
- (e) If available to Sublessor, copies of building plans for the Property.

3.4 Agent shall have no responsibility for maintenance, repair, replacement, operation or security of the Property, all of which shall be Sublessor's sole responsibility. Unless caused by Agent's gross negligence, Agent shall not be liable for any loss, damage, or injury to the person or property of Sublessor, anyone in possession of the Property or any sublessee or prospective sublessee, including, but not limited to, those which may occur as a result of Agent's use of a lock box.

4. COMMISSION.

4.1 Sublessor shall pay Agent a commission in the amount of _____ in accordance with the commission schedule attached hereto ("**Agreed Commission**") for a sublease of the Property, whether such sublease is consummated as a result of the efforts of Agent, Sublessor or other persons or entities. Such Agreed Commission is payable when:

- (a) A sublease for the Property or a portion thereof is executed; or
- (b) The Master Lease is voluntarily or involuntarily terminated or Sublessor is relieved of future liability for rent under the Master Lease, whether by cancellation, Master Lessor's exercise of any of its rights under the Master Lease or otherwise; or
- (c) Sublessor (i) removes or withdraws the Property from the market; (ii) acts as if the Property is not available for a sublease; (iii) treats the Property as not available for a sublease; (iv) breaches, terminates, cancels or repudiates this Agreement; (v) renders the Property unmarketable; (vi) changes the Master Lease (including, without limitation, reduction of the term of the Master Lease) or changes the physical condition of the Property, which such changes adversely impact the value, use, desirability, leasability or marketability of the Property; or (vii) terminates, cancels, repudiates, surrenders, breaches or defaults of its obligations under the Master Lease.

4.2 If Master Lessor's consent or approval of a sublease is required, then Sublessor shall, at Sublessor's sole cost and expense, use Sublessor's reasonable best efforts to obtain such consent or approval, and Agent shall not be entitled to the Agreed Commission for such sublease unless Master Lessor's consent or approval is obtained or waived by Sublessor and sublessee.

4.3 In calculating the Agreed Commission, all forms of consideration payable to Sublessor shall be considered, including, without limitation, Rent, goodwill and key money. If Sublessor is released from future rent liability under the Master Lease, the Agreed Commission shall be calculated on the basis of the total Rent which otherwise would have been due from Sublessor for the remaining term of the Master Lease.

5. **ALTERNATIVE TRANSACTION.** Agent shall also be Sublessor's sole and exclusive agent for an assignment of Sublessor's interest in the Master Lease ("**Alternative Transaction**") and represent Sublessor in such Alternative Transaction, under the terms and conditions of this Agreement. If, during the Term hereof, an Alternative Transaction is entered into, then Sublessor shall pay Agent the Agreed Commission.

6. EXCLUDED AND REGISTERED PERSONS.

6.1 Sublessor shall, within 5 business days after the date hereof, provide Agent, in writing, with the names of those persons or entities registered with Sublessor by any other broker under any prior agreement concerning subleasing of the Property ("**Excluded Persons**", see Paragraph 6.5). If any such names are so provided, then the Commission paid to Agent with respect to consummation of a transaction with an Excluded Person shall be limited as follows: if such transaction is concluded within the first 30 days of the commencement of the Term hereof, then Agent shall be paid a commission equal to the reasonable out-of-pocket expenses incurred by Agent in the marketing of the Property during said 30 days; or if such transaction is concluded during the remainder of the Term hereof, then Agent shall be entitled to one-half of the Agreed Commission. If no names are provided as specified, it shall be conclusively deemed that there are no Excluded Persons.

6.2 Agent shall, within 5 business days after the expiration of the Term hereof, provide Sublessor, in writing, with the names of those persons or entities with whom Agent either directly or through another broker had negotiated for a sublease of the Property during the term hereof ("**Registered Persons**", see Paragraph 6.5). Those persons or entities who submitted written offers or letters of intent for a sublease of the Property shall, however, automatically be Registered Persons. If Agent fails to timely notify Sublessor of the existence of any other Registered Persons, then it shall be conclusively deemed that there are no other Registered Persons. If Agent wishes to register the client of a Cooperating Broker, Agent must obtain and submit to Sublessor written approval of such registration signed by such Cooperating Broker. The parties are aware that the registration of certain individuals and/or entities might create a Dual Agency, and Sublessor hereby consents to any such Dual Agency.

6.3 If, within 180 days after the expiration of the Term hereof, Sublessor enters into a contract with a Registered Person for consummation of a sublease of the Property, then Sublessor shall pay Agent the Agreed Commission for such sublease upon the consummation of such sublease.

6.4 If, within 180 days after the expiration of the Term hereof, Sublessor enters into another sublessor-agency or listing agreement with a broker other than Agent for any transaction concerning the Property, then Sublessor shall provide to Sublessor's new broker the names of the Registered Persons, and provide in such new agreement that the new broker shall not be entitled to receive any of the compensation payable to Agent hereunder for consummation of a sublease of the Property with a Registered Person.

6.5 In order to qualify to be an Excluded Person or a Registered Person the individual or entity must have: toured the Property, submitted a letter of interest or intent, and/or made an offer to lease the Property. In addition, Excluded Persons may only be registered by a broker who previously had a valid listing agreement covering the Property, and such broker may only register individuals and entities actually procured by such listing broker.

7. SUBLESSOR'S REPRESENTATIONS.

7.1 Sublessor represents and warrants as follows:

- (a) Each person executing this Agreement on behalf of Sublessor has the full right, power and authority to execute this Agreement as or on behalf of Sublessor;
- (b) Sublessor has the full right, power and authority to execute and deliver this Agreement, to consummate a sublease of the Property and to perform Sublessor's obligations hereunder;
- (c) The execution, delivery and performance of this Agreement by Sublessor or Agent will not breach any provision of the Master Lease;
- (d) Sublessor is not the subject of a bankruptcy, insolvency, probate or conservatorship proceeding;
- (e) There are no effective, valid or enforceable option rights, rights of first refusal, rights of first offer or any other restrictions, impediments or limitations on Sublessor's right, ability and capacity to consummate a sublease of the Property, except as disclosed in writing pursuant to Paragraph 3.3(d).

8. **SUBLESSOR'S ACKNOWLEDGMENTS.** Sublessor acknowledges that it has been advised by Agent to consult and retain experts to advise and represent it concerning the legal and tax effects of this Agreement and the subletting of the Property, as well as the condition and/or legality of the Property, including, but not

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SA-6.12, Revised 10-22-2020

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Last Edited: 1/5/2021 2:36 PM

Page 2 of 4

SUBLESSOR

AGENT

By: _____
Name Printed: _____
Title: _____

By: _____
Name Printed: _____
Title: _____
Broker DRE License #: _____
Agent DRE License #: _____
Address: _____

Phone: _____
Fax: _____
Email: _____

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