

4. COMMISSION.

4.1 Sublessor shall pay Agent a commission in the amount of <Commission Amount > 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.~~

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