

RESIDENTIAL SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT dated this 25th day of March, 2023

BETWEEN:

Chowdhury Zayn Ud-Din Shams

(the "Sublandlord")

OF THE FIRST PART

- AND -

Daniel Kristopher Everton

(the "Subtenant")

OF THE SECOND PART

Background

- A. This is an agreement (the "Sublease Agreement") to sublet real property according to the terms specified below.
- B. The provisions of this Sublease Agreement are subject to the terms and restrictions of the master lease (the "Master Lease") dated July 13, 2022 between Yatin Xu (the "Landlord") and the Sublandlord, with respect to the following room and any improvements on those lands (the "Premises") municipally described as: 4194 W 10th Ave, Vancouver, BC V6R 2H3, Canada.

IN CONSIDERATION OF the Sublandlord subletting and the Subtenant renting the Subleased Premises, both parties agree to keep, perform and fulfill the promises, conditions and agreements below:

Subleased Premises

- 1. The Sublandlord leases to the Subtenant the portion of the Premises (the "Subleased Premises") described as follows: Basement Room.
- 2. The Sublandlord agrees to sublease to the Subtenant all of the Premises (the "Subleased Premises"), for use as a residential Subleased Premises only. Neither the Subleased Premises nor any part of the Subleased Premises will be used at any time during the Term

of this Sublease Agreement by the Subtenant for the purpose of carrying on any business, profession, or trade of any kind, or for the purpose other than as a private single-person residence.

3. No pets or animals are allowed to be kept in the Subleased Premises.
4. The Subtenant and members of the Subtenant's household will not smoke or vape anywhere in the Subleased Premises nor permit any guests or visitors to smoke in the Subleased Premises.

Term

5. The term (the "Term") of this Sublease Agreement commences at 12:00 noon on May 16, 2023 and ends at 12:00 noon on August 15, 2023.

Rent

6. Subject to the provisions of this Sublease Agreement, the rent for the Subleased Premises is \$1,100.00 (the "Rent") per month.
7. The Subtenant will pay the Rent on or before the 15th of each and every month of the Term of this Sublease Agreement to Chowdhury Zayn Ud-Din Shams at 4194 West 10th Avenue, or at such other place as sub-landlord may later designate.

Utilities

8. All payments for utilities (electricity, water, heat and internet) for the Subleased Premises are included in the Rent.

Maintenance

9. The Subtenant agrees to surrender and deliver to the Sublandlord the Subleased Premises and all furniture and decorations within the Subleased Premises in as good a condition as they were at the beginning of the Term, reasonable wear and tear excepted.
10. The Subtenant will be liable to the Sublandlord and the Landlord for any damages occurring to the Subleased Premises or the contents of the Subleased Premises or to the building which are done by the Subtenant or the Subtenant's guests.

Damage Deposit

11. The Subtenant agrees to pay to the Sublandlord a deposit of \$550.00 (the "Deposit") to cover damages and cleaning. The Sublandlord agrees that if the Subleased Premises and contents in the Subleased Premises are returned to the Sublandlord in the same condition as when received by the Subtenant, reasonable wear and tear excepted, the Sublandlord will refund to the Subtenant the Deposit, or the amount remaining, at the end of the Term, or within 30 days thereafter. Any reason for retaining a portion of the Deposit will be explained in writing within 30 days to the Subtenant.

Alterations and Improvements

12. The Subtenant may not make any alterations or improvements to the Subleased Premises.

Taxes

13. The Subtenant will pay any privilege, excise and other taxes duly assessed against the business of the Subtenant, the Subleased Premises and any personal property on or about the Subleased Premises. The Subtenant will avoid the assessment of any late fees or penalties.

Event of Default

14. The Subtenant will default under this Sublease Agreement if any one or more of the following events (the "Event of Default") occurs:
- a. The Subtenant fails to pay the Rent to the Landlord or any amount of it when due or within any grace period, if any.
 - b. The Subtenant fails to perform any of its obligations under this Sublease Agreement or any applicable obligation under the Master Lease.
 - c. The Subtenant becomes insolvent, commits an act of bankruptcy, becomes bankrupt, takes the benefit of any legislation that may be in force for bankrupt or insolvent debtors, becomes involved in a voluntary or involuntary winding up, dissolution or liquidation proceeding, or if a receiver will be appointed for the affairs of the Subtenant.
 - d. The Subtenant abandons the Subleased Premises or any part of the Subleased Premises.
 - e. The Subtenant uses the Subleased Premises for any unpermitted or illegal purposes.

- f. The Subtenant fails to commence, diligently pursue, and complete the Subtenant's work to be performed pursuant to this Sublease Agreement pertaining to the Subleased Premises.
- g. The Subleased Premises, or any part of the Subleased Premises, is completely or partially damaged by fire or other casualty that is due to the Subtenant's negligence, wilful act, or that of the Subtenant's employee, family, agent, or guest.
- h. Any other event of default provided in the Act.

Remedies

- 15. Upon the occurrence of any Event of Default, the Sublandlord has any or all of the following remedies:
 - a. Terminate the Sublease Agreement upon any notice required in the Act and the term will then immediately become forfeited and void.
 - b. The Sublandlord may, but is not obligated to, perform any obligation of this Sublease Agreement or the Master Lease, which the Subtenant has failed to perform, on behalf of the Subtenant and seek redress from the Subtenant.
 - c. The Sublandlord may reenter the Subleased Premises or any part of the Subleased Premises, and in the name of the whole repossess and enjoy the same as of its former state anything contained within the Subleased Premises.
 - d. Any other remedy provided in the Act.
- 16. No reference to or exercise of any specific right or remedy by the Sublandlord will prejudice or preclude the Sublandlord from any other remedy whether allowed at law or in equity or expressly provided for in this Sublease Agreement or the Master Lease. No such remedy will be exclusive or dependent upon any other such remedy, but the Sublandlord may from time to time exercise any one or more of such remedies independently or in combination.
- 17. Upon the expiration, termination or cancellation of the Master Lease or this Sublease Agreement, all obligations of the parties under this Sublease Agreement will be extinguished.

18. Any improvements remaining on the Subleased Premises upon termination will revert to the Sublandlord and will be free of any encumbrance at the time of such reversion.

Governing Law

19. It is the intention of the parties to this Sublease Agreement that the tenancy created by this Sublease Agreement and the performance under this Sublease Agreement, and all suits and special proceedings under this Sublease Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the Province of British Columbia, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

20. If there is a conflict between any provision of this Sublease and the Province of British Columbia (the "Act"), the Act will prevail and such provisions of the Sublease Agreement will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Sublease Agreement.
21. If there is a conflict between any provision of this Sublease Agreement and any form of Sublease Agreement prescribed by the Act, that prescribed form will prevail and such provisions of the Sublease Agreement will be amended or deleted as necessary in order to comply with that prescribed form. Further any provisions that are required by the prescribed form are incorporated into this Sublease Agreement.
22. In the event that any of the provisions of this Sublease Agreement will be held to be invalid or unenforceable in whole or in part, those provisions to the extent enforceable and all other provisions will nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Sublease Agreement and the remaining provisions had been executed by both parties subsequent to the expungement of the invalid provision.
23. Any alterations and improvements must comply with all applicable construction laws and regulations regarding property improvements.
24. The Subtenant will ensure that the Subleased Premises remain free and clear of any and all liens arising out of the work performed or materials used in making such improvements to the Subleased Premises.

Subletting

25. The Subtenant will not assign, transfer or further sublet the Subleased Premises or any part of the Subleased Premises without the prior written consent of the Sublandlord and the Landlord.

Notices

26. Unless otherwise specifically provided in this Sublease Agreement, all notices from the Subtenant to the Sublandlord will be served or sent to the Sublandlord at the following address(es):

- Chowdhury Zayn Ud-Din Shams
Address: 4194 W 10TH AVE, Basement

27. Unless otherwise specifically provided in this Sublease Agreement, all notices from the Sublandlord to the Subtenant will be served or sent to the Subtenant at the following address(es):

- Daniel Kristopher Everton
Address: 2128 Sandstone Dr, Penticton, BC V2A 8Y7, Canada

28. All notices to be given under this Sublease Agreement will be in writing and will be served personally or sent by certified or registered mail using Canada Post.

Master Lease

29. This Sublease Agreement incorporates and is subject to the Master Lease, a copy of which is attached to this Sublease Agreement, and which is incorporated as if it were set out in this Sublease Agreement.

General Provisions

30. In the event of any legal action concerning this Sublease Agreement, the losing party will pay to the prevailing party reasonable attorney's fees and court costs to be fixed by the court and such judgment will be entered.
31. Subject to the other provisions of this Sublease Agreement, this Sublease Agreement constitutes the sole agreement between the parties, and no additions, deletions or modifications may be accomplished without the written consent of both parties. Any oral representations made at the time of executing this Sublease Agreement are not legally valid and, therefore, are not binding upon either party.

32. The words "Sublandlord" and "Subtenant" as used in this Sublease Agreement include the plural as well as the singular; no regard for gender is intended by the language in this Sublease Agreement.
33. The Sublandlord may enter the Subleased Premises upon 24 hours' notice for any of the following reasons:
- a. to inspect the Subleased Premises;
 - b. to maintain the Subleased Premises; or
 - c. to make repairs that the Sublandlord is obligated to perform.
34. The Sublandlord and the Subtenant have no interest or other ownership in each other. The parties are not agents for each other. Under no circumstances will this Sublease Agreement be construed as creating a partnership or joint venture between the parties to this Sublease Agreement.
35. If the Subtenant is under the age of 18, the Subtenant's legal guardian or parent guarantees and agrees to perform all of the terms, covenants and conditions of this Sublease Agreement by affixing their signature below.
36. Each signatory to this Sublease Agreement acknowledges receipt of an executed copy of this Sublease Agreement.

Daniel Kristopher Everton

Chowdhury Zayn Ud-Din Shams

Date

Date