

OFFER TO LEASE
(Office or Retail Space)

FROM:
.....
.....
O1 (hereinafter referred to as the "Offeror")

TO:
.....
.....
(hereinafter referred to as the "Lessor")
(the Offeror and the Lessor hereinafter collectively referred to as the "Parties")

PREAMBLE

WHEREAS the Lessor is the owner of a building where is located, among others, an office (or retail) space for rent;

WHEREAS the Offeror wishes to lease from the Lessor the said office (or retail) space, subject to the following terms and conditions;

WHEREAS the Offeror wishes to confirm his offer to lease in writing;

WHEREAS in this offer to lease, the word "Offeror" also means "the Eventual Lessee", in accordance with the context;

WHEREAS the Offeror is vested with the powers and duly qualified to enter into and perform this offer to lease;

NOW THEREFORE, THE OFFEROR HERETO DECLARES AS FOLLOWS:

1.00 PREAMBLE

The preamble hereto shall form an integral part hereof.

2.00 OBJECT

2.01 Leased Premises

Subject to the express condition that the Lessor will observe, respect and conform to all clauses, conditions and stipulations stated hereinafter, the Offeror offers to lease from the Lessor an office (or retail) space (hereinafter referred to as the "Leased Premises"), which complete designation and address are as follows:

2.02 Area and Location

The Leased Premises area covers approximately.....square meters (..... s.m.) representing percent (.....%) of the total building area (this percentage

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representing the Offeror's share). The Leased Premises are located on the floor of the building. A floor plan showing the area of the Leased Premises is attached herewith as Schedule ".....".

2.03 Term of the Lease

The Lease is for a term of (.....) year(s), starting on and ending on

3.00 CONSIDERATION

03

3.01 Base Rent

In consideration of the aforesaid Lease, the Offeror shall pay to the Lessor, as base rent:

- a) for the first year of the Lease: an amount of dollars (\$.....) plus applicable taxes, for a total amount of dollars (\$.....) payable in advance on the day of every month, in twelve (12) equal and consecutive instalments of dollars (\$.....) each.
- b) for the year of the Lease: an amount of dollars (\$.....) plus applicable taxes, for a total amount of dollars (\$.....) payable in advance on the day of every month, in twelve (12) equal and consecutive instalments of dollars (\$.....) each.

OR

for the year of the Lease: the base rent of the preceding year, increased by the CPI percentage published by Statistics Canada on January 1 of the year of the Lease, plus applicable taxes, payable in advance on the..... day of every month, in twelve (12) equal and consecutive instalments of dollars (\$.....) each.

3.02 Additional Rent

The Offeror shall pay to the Lessor, each year throughout the term, as additional rent, the following costs:

- a) the premiums to insure the building, its equipment and its accessories;
 - b) the cost and salaries of the personnel (including their fringe benefits) incurred in the operation, maintenance, cleaning, administration, protection systems and equipment of the building, as well as the cost of the snow removal and garbage collection;
 - c) the cost of equipment rental, signs and other materials necessary to the operation of the building;
 - d) the real estate, municipal and school taxes, the local and special improvement taxes, and all other charges, contributions, licences, surtaxes or any other taxation which may be stated or claimed with respect to the building;
 - e) the legal, administrative and general expenses, as well as evaluation expenses incurred by the Lessor in obtaining or attempting to obtain a reduction in real estate taxes;
 - f) the amortization or the depreciation of equipment, movables and fixed installations which need to be periodically or substantially replaced;
- hereinafter collectively referred to as the "Costs".

However, this additional rent shall not include the cost of services and other expenses which may be directly charged to the Offeror by any person other than the Lessor.

Consequently, the Offeror shall pay to the Lessor, as additional rent:

- a) for the first year of the Lease: an amount of dollars (\$.....) plus applicable taxes, for a total amount of dollars (\$.....) payable in advance on the day of every month, in twelve (12) equal and consecutive instalments of dollars (\$.....) each.

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