

LEASE AGREEMENT
(Commercial Land)

BETWEEN:
.....
.....
O1 (hereinafter referred to as the "Lessor")

AND:
.....
.....
(hereinafter referred to as the "Lessee")
(the Lessor and the Lessee hereinafter collectively referred to as the "Parties")

PREAMBLE

WHEREAS the Lessor is the owner of a commercial land for rent;

WHEREAS the Lessee wishes to lease from the Lessor the said commercial land and the Lessor agrees to rent the said land to the Lessee, subject to the following terms and conditions;

WHEREAS the Parties wish to evidence their agreement in writing;

WHEREAS the Parties are vested with the powers and duly qualified to enter into and perform this agreement;

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1.00 PREAMBLE

The preamble hereto shall form an integral part hereof.

2.00 OBJECT

O2 2.01 Leased Premises

The Lessee agrees to lease from the Lessor a commercial land (hereinafter referred to as the "Leased Premises"), which complete designation is as follows:

.....

2.02 Area

The Leased Premises area covers approximately square meters (.....s.m.).
A plan showing the area of the Leased Premises is attached herewith as Schedule ".....".

2.03 Term

This Agreement shall be for a term of (.....) year(s), starting on and ending on

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|--------|--------|
| | |
| Lessor | Lessee |

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3.00 CONSIDERATION

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3.01 Base Rent

The Lessee shall pay to the Lessor, as base rent:

- a) for the first year of this Agreement: 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 this Agreement: 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 this Agreement: 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 Lessee shall pay to the Lessor, each year throughout the term, as additional rent, the following costs:

- a) the premiums to insure the the civil liability in relation to the Leased Premises;
- b) 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 Leased Premises;
- c) 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;

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 Lessee by any person other than the Lessor.

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

- a) for the first year of this Agreement: 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 this Agreement: 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.

On every year end of the term, the final additional rent shall be calculated in accordance with the effective Costs. If applicable, a refund or a credit note shall be issued to the Lessee; in the opposite, the Lessee shall be billed for any extra expenses, which he shall pay upon receipt.

3.03 Postdated Cheques

At the beginning of each year of the term, the Lessee shall remit to the Lessor twelve (12) postdated cheques in payment of the monthly instalments including the base rent, the additional rent and all applicable taxes.

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Lessor Lessee
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