

LEASE AGREEMENT

November 2, 2005

[LANDLORD]

a corporation incorporated pursuant to the laws of [province]
(hereinafter referred to as the "Landlord");

- and -

[TENANT]

a corporation incorporated pursuant to the laws of [province]
(hereinafter referred to as the "Tenant");

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THIS AGREEMENT dated effective the ____ day of _____, _____.

BETWEEN:

[LANDLORD], a body corporate incorporated pursuant to the laws of [province] and authorized to carry on business in [province] (the "Landlord")

OF THE FIRST PART

- and -

[TENANT], a body corporate incorporated pursuant to the laws of [province] and authorized to carry on business in [province] (the "Tenant")

OF THE SECOND PART

THIS AGREEMENT WITNESSES THAT in consideration of the Leased Premises and the mutual covenants, agreements and conditions contained herein, the parties hereby covenant, agree and declare as follows:

ARTICLE I - INTERPRETATION

1.01 Headings, etc.

Headings and captions of articles and sections are inserted for convenience of reference only and are not to be considered when interpreting this Lease. All references in this Lease to articles, sections and other sub-sections refer to the corresponding articles, sections and other sub-sections of this Lease and the words "this Lease", "herein", "hereof", "hereby", "hereunder", "hereinafter" and words of similar import refer to this Lease as a whole and not to a particular article, section or sub-section of this Lease.

ARTICLE II - DEMISE, TERM, RENT

2.01 Leased Premises

The Landlord does hereby demise and lease to the Tenant, the Leased Premises (the "Leased Premises") being the building municipally described as [street address] and legally described as:

[LEGAL DESCRIPTION]

and more particularly described and shown outlined in red in Schedule "A" attached to and forming part of this Lease.

2.02 Term

To have and to hold the Leased Premises for a term of [term] years commencing on the [commencement date] and expiring at midnight on the [expiry date] (the "Term"), subject to the provisions with respect to earlier termination hereinafter contained.

2.03 Rent and Additional Rent

Yielding and paying therefor, for each of the following years during the Term without any deduction, set-off or abatement whatsoever the following rents:

- (a) During each year of the Term, the sum of [YEARLY LEASE AMOUNT] DOLLARS (\$_____) per year payable in advance in equal monthly installments of [MONTHLY RENT] DOLLARS (\$_____) commencing on the [commencement date]. At the beginning of each rental year the

Tenant shall deliver to the Landlord a series of twelve post dated cheques for the total amount of the annual rent.

- (b) As additional rent all other amounts which the Tenant is required to pay or discharge under this Lease together with all penalties, interests and costs and if the Tenant fails to pay or discharge any such other amounts, the Landlord shall have the rights, powers and remedies provided herein.
- (c) The sum of [DEPOSIT] DOLLARS (\$_____) shall be paid by the Tenant to the Landlord coincidentally with the execution and delivery of this Lease (the receipt of which is hereby acknowledged) and the sum of [MONTHLY RENT] DOLLARS (\$_____) shall be applied against the first month's rent due to the Landlord. A further sum of [MONTHLY RENT] DOLLARS (\$_____) shall be applied against the last month's rent due to the Landlord.

2.04 Interest on Amounts in Default

When rent or any other amount payable hereunder by the Tenant to the Landlord is in arrears, such amount shall bear interest from the date due until paid at the rate of interest per annum equal to [interest] (___%) percentage points in excess of the prime commercial rate of interest at which loans in Canadian dollars are available at the main office in the City of [city] of the [bank] to its commercial customers payable monthly or, if such rate of interest shall become unlawful, at the maximum rate permitted by law. The Landlord shall have all remedies for the collection of such interest if unpaid after demand as in the case of rent in arrears, but this stipulation for interest shall not prejudice or affect any other remedies of the Landlord under this Lease.

2.05 Other Charges

Any sums, costs, expenses or other amounts from time to time due and payable by the Tenant to the Landlord under the provisions of this Lease, including sums payable by way of indemnity and whether expressed to be rent or not, may at the option of the Landlord be treated as and deemed to be rent, in which event the Landlord shall have all remedies for the collection of such sums when in arrears as are available to the Landlord for the collection of rent in arrears.

2.06 Place of Payment of Rent

All rent, additional rent and charges payable hereunder shall be paid by the Tenant to the Landlord at its offices at [landlord's address] or at such other place as the Landlord may designate in writing from time to time, without any prior demand therefor, and shall be payable in lawful money of Canada at par.

2.07 Intent of Triple Net Lease

It is the purpose and intent and agreement of the Landlord and the Tenant that annual rent payable to the Landlord pursuant to Section 2.03 hereof shall be completely and absolutely payable under this Lease triple net to the Landlord, and for this purpose the Tenant covenants with the Landlord that this Lease shall yield net to the Landlord the annual rent specified in Section 2.03 of this Lease during the Term, free and clear of all business taxes, realty taxes, goods and services taxes, sales taxes, value added taxes, charges, rates, assessments, expenses, costs, payments or outgoings of every nature whatsoever arising from or related to the Leased Premises without abatement, deduction or set-off and under no circumstance or condition whether now existing or hereafter arising or beyond the present contemplation of the parties shall the Landlord be expected or obligated to make any payment of any kind whatsoever or be under any obligation or liability hereunder or in respect of the Leased Premises except as herein otherwise expressly set out and all such taxes, charges, rates, assessments, expenses, costs, payments and outgoings of every kind and nature whatsoever relating to the Leased Premises which may arise or become due during or in respect of the Term of this Lease shall be payable and be paid by the Tenant, and the Tenant covenants to indemnify and save harmless the Landlord from and in respect of any and all such taxes, charges, rates, assessments, expenses, costs, payments and outgoings.