

**[LANDLORD]**

**(“Landlord”)**

- and -

**[TENANT]**

**(“Tenant”)**

- and -

**[INDEMNIFIER]**

**(“Indemnifier”)**

## **OFFICE LEASE**

BUILDING: [building]

PREMISES: [address]

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THIS INDENTURE made the day of , 20

BETWEEN:

[LANDLORD]  
(the "Landlord")

OF THE FIRST PART

- and -

TENANT  
(the "Tenant")

OF THE SECOND PART

- and -

INDEMNIFIER  
(the "Indemnifier")

OF THE THIRD PART

## ARTICLE I - DEFINITIONS

### 1.1 Definitions

In this Lease:

- (a) "Additional Rent" means all monies other than Basic Rent payable by Tenant, whether to Landlord or otherwise, pursuant to this Lease or any other agreement or obligation between the parties in respect of the Premises or the Project.
- (b) "Basic Rent" means the amount set out in Subsection 5.1(a).
- (c) "Building" means all buildings, structures, improvements, facilities and amenities from time to time existing on the Lands and which together constitute the [name/designation of building/premises].
- (d) "Capital Tax" means the applicable amount (as hereinafter defined) of any tax or taxes imposed by any Government Body, including taxes imposed by the Province of [province] and the Government of Canada (including Large Corporations Tax), based upon or computed by reference to the capital, surplus, reserves or indebtedness of the Landlord or other owners of the Project or other similar criteria as determined for the purpose of such tax or taxes, or any similar tax, rate, duty, levy, fee, charge or assessment levied, imposed or assessed in the future in lieu thereof or in addition thereto by any Government Body, and for the purpose of this clause the phrase "applicable amount" means an amount reasonably imputed by the Landlord to the Project in respect of such taxes, rates, duties, levies, fees, charges or assessments presently or hereafter levied, rated, charged or assessed from time to time upon the Landlord or other owners of the Project which amount shall be calculated (i) on the basis that the Project was the only establishment in the Province of [province] owned by the Landlord or such owners in the year and the Landlord or such owners had no establishment other than in the Province of [province], and (ii) using the Landlord's reasonable determination of the amount of capital attributable to the Project.
- (e) "Costs of Operation" means the aggregate of all expenses and costs of every kind determined for each fiscal period designated by Landlord, without duplication and, except as hereinafter provided, on an accrual basis incurred by or on behalf of the Landlord with respect to and for the operation, maintenance, repair, replacement, insuring and management of the Project. If the Project is less than 100% completed or occupied during any period, Costs of Operation shall be calculated so as to include such additional costs, as reasonably determined by Landlord, as would have been incurred if the Project had been 100% completed and occupied.

Without in any way limiting the generality of the foregoing, Costs of Operation shall include all costs in respect of the following:

- (i) all remuneration including wages and fringe benefits of employees employed or engaged in the operation, maintenance, repair, replacement, insuring and management of the Project;
- (ii) cleaning, janitorial services, window cleaning and garbage and waste removal;
- (iii) policing, supervision, security and traffic control;
- (iv) landscaping and maintenance of all outside or enclosed areas, including snow and ice removal;
- (v) heating, ventilating, air-conditioning and humidity control;