

**OFFER TO LEASE**

TO:           **(LANDLORD)**  
                  (address)  
  
                  (hereinafter referred to as the "Landlord")

FROM: **(TENANT)**  
                  (address)  
  
                  (hereinafter referred to as the "Tenant")

and

\_\_\_\_\_  
\_\_\_\_\_  
  
(hereinafter referred to as the "Guarantors")

**1. OFFER TO LEASE**

1.01 The Tenant hereby offers to lease from the Landlord the lands and premises (the "Lands") hereinafter set out on the terms and conditions herein contained.

1.2 This Offer to Lease is subject to the following conditions being satisfied or waived by the Tenant on or before thirty (30) days after acceptance of this Offer to Lease (the "Subject Removal Date"):

- (a) the approval of \_\_\_\_\_ (if any approvals necessary);
- (b) the Tenant obtaining all necessary licenses and permits for its intended use of the Lands as \_\_\_\_\_;
- (c) approval by the Tenant of a survey plan showing the location of the Lands;
- (d) Landlord providing a Phase I Environmental Assessment Report on the Lands;
- (e) settlement of all terms of the Lease resulting herefrom (the "Lease"); and
- (f) the Tenant obtaining suitable and acceptable financing.

1.3 This Offer to Lease is subject to the following conditions being satisfied or waived by the Landlord on or before ninety (90) days after the Subject Removal Date:

- (a) the Landlord's approval of the financial status of the Tenant and the Guarantors. The Tenant hereby agrees to provide the Landlord with satisfactory financial statements, banking references and other credit information in respect of the Tenant and the Guarantors as may be reasonably required by the Landlord within thirty (30) days of acceptance of this Offer to Lease;
- (b) the Landlord's satisfactory review of \_\_\_\_\_ (any Tenant documents Landlord wishes to review);

- (c) the Landlord approving the Tenant's architectural drawings and plans for the site improvements and building to be constructed on the Lands;
- (d) the Tenant providing the Landlord with a satisfactory development and building permit for the Lands;
- (e) the Tenant providing the Landlord with a satisfactory performance bond;
- (f) the Tenant providing the Landlord with a satisfactory labour & material payment bond; and
- (g) the Tenant providing the Landlord with a copy of the final construction contract on terms satisfactory to the Landlord and with a general contractor acceptable to the Landlord.