

this Section and will comply with the Landlord's requirements with respect to such work. The Tenant will use a qualified environmental consultant approved by the Landlord to perform the remediation and will obtain the written agreement of the consultant to the Landlord relying on its report. The Tenant will, at its own cost, obtain such approvals and certificates from the B.C. Ministry of Environment and Climate Change Strategy and other applicable government authorities in respect of the remediation as are required under Environmental Laws or by the Landlord, including without limitation a certificate of compliance evidencing completion of the remediation satisfactory to the Ministry and the Landlord. All such Contaminants will remain the property of the Tenant, notwithstanding any rule of law or other provision of this Lease to the contrary and notwithstanding the degree of their affixation to the Premises; and

- (g) indemnify the Landlord and its shareholders, directors, officers, employees, agents, successors, and assigns from any and all liabilities, actions, damages, claims, remediation cost recovery claims, losses (including, without limitation, diminution in value), costs, orders, fines, penalties, and expenses whatsoever (including any and all environmental or statutory liability for remediation, all legal and consultants' fees and expenses and the cost of remediation of the Premises and any adjacent property) arising from or in connection with:
 - (i) any breach of or non-compliance with the provisions of this Article [number] by the Tenant; or
 - (ii) any release or alleged release of any Contaminants at or from the Premises related to or as a result of the use and occupation of the Premises or any act or omission of the Tenant or any person for whom it is in law responsible.

The obligations of the Tenant under this Article [number] will survive the expiry or earlier termination of this Lease.

V. SHORT FORM ENVIRONMENTAL PROVISIONS IN A COMMERCIAL LEASE—TENANT'S PERSPECTIVE [§ 12.5]

SHORT FORM—TENANT'S PERSPECTIVE

1. ENVIRONMENTAL MATTERS

1.1 Definitions

For the purposes of this Article [number]:

- (a) **"Contaminants"** means any pollutants, contaminants, deleterious substances, underground or above-ground tanks, lead, asbestos, asbestos-containing materials, hazardous, corrosive or toxic substances, hazardous waste, waste, polychlorinated biphenyls ("PCBs"), PCB-containing equipment or materials, radon, vermiculite, pesticides, defoliants, fungi, including mould and spores arising from fungi, or any other solid, liquid, gas, vapour, odour, heat, sound, vibration, radiation, and a combination of any of them, which is now or hereafter prohibited, controlled, or regulated under Environmental Laws.
- (b) **"Environmental Laws"** means any statutes, laws, regulations, orders, bylaws, standards, guidelines, protocols, criteria, permits, codes of practice, and other lawful requirements of any government authority having jurisdiction over the Premises now or hereafter in force relating in any way to the environment, environmental assessment, health, occupational health and safety, protection of any form of plant or

animal life or transportation of dangerous goods, including the principles of common law and equity.

1.2 Landlord's Representations and Warranties

The Landlord represents and warrants to the Tenant that as of the date of this Lease:

- (a) the Premises are free of Contaminants, except in amounts that are permissible under Environmental Laws for use of the Premises for *[commercial/ industrial]* purposes; and
- (b) *[the certificate of compliance dated [month, day, year] for the Premises is valid and subsisting, the terms and conditions of the certificate are in good standing and have been complied with, and all fees payable under Part 4 of the Environmental Management Act and the applicable regulations have been paid in full.]*

Section 1.2(b) is optional because it applies only where the premises were part of a contaminated site that had been the subject of a certificate of compliance.

1.3 Landlord's Covenants and Indemnity

The Landlord covenants and agrees as follows:

- [(a) not to use the Project or permit the Project to be used for the sale, storage, manufacture, handling, disposal, use, or any other dealing with any Contaminants, except in compliance with Environmental Laws;]*
- [(b) at its own cost, to cause the Project to comply with Environmental Laws and to use its best efforts to cause any tenants or other occupants of premises at the Project to comply with Environmental Laws in the use and occupancy of their premises at the Project; and]*

Sections 1.3(a) and (b) are shown as optional because they apply only to circumstances in which the premises form part of a project, a portion of which is used or controlled by the landlord. If the premises are stand-alone these provisions may not be relevant.

- (c) to indemnify the Tenant and its shareholders, directors, officers, employees, agents, subtenants, successors, and permitted assigns from any and all liabilities, actions, damages, claims, remediation cost recovery claims, losses (including, without limitation, lost profits and any other losses arising directly or indirectly from any interruption to or disruption of the Tenant's use and occupation of the Premises or the Tenant's business conducted on the Premises), costs, orders, fines, penalties, and expenses whatsoever (including any and all environmental or statutory liability for remediation, all legal and consultants' fees and expenses, and the cost of remediation of the Premises and any adjacent property) arising from or in connection with:
 - (i) any breach of or non-compliance with the provisions of this Article *[number]* by the Landlord; or
 - (ii) the presence of any Contaminants in, on, at, or under the Premises or any Release or alleged Release of any Contaminants at or from the Premises prior to or after the commencement of the Term, but excluding any Contaminants brought onto or Released at or from the Premises by the Tenant or any person for whom the Tenant is at law responsible.

The obligations of the Landlord under this Article *[number]* will survive the expiry or earlier termination of this Lease.