

**DUE DILIGENCE CLAUSE – Agreement to Lease**

- (a) The Due Diligence Date is 15 working days from the date hereof.
- (b) This Agreement to Lease is
  - (i) granted in consideration of the rent and also, for this due diligence clause, in consideration of the separate and additional and non-refundable payment of the sum of \$1 payable on demand by the Tenant to the Landlord, and is
  - (b) subject to and conditional upon the Tenant through its advisors completing due diligence and confirming that this clause is satisfied, (meaning confirmed as satisfactory in all respects to the Tenant) by 5:00 pm on the Due Diligence Date.
- (c) It is agreed that due diligence may include all aspects of the lease including
  - (i) approval of title
  - (ii) the purchaser's perceived eligibility to obtain by Commencement Date all requisite licences to enable it to operate its business on the premises, and
  - (iii) all legal, structural, zoning and environmental, and insurance issues affecting the business and/or the property leased, and
  - (iv) all rating and L.I.M. matters, and
  - (v) the location and suitability of the premises, and
  - (vi) the opportunity provided by this agreement in relation to other opportunities which may be available to the Tenant.
- (d) This due diligence clause is inserted for the sole benefit of the Tenant who may decline without reasons to confirm due diligence as satisfied.
- (e) To assist the Tenant with the completion of its due diligence the Landlord agrees to provide such information as the Tenant may reasonably require.