

OFFER TO LEASE (Québec)

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LEASE OFFER submitted the ...th of, 20... at, Province of Quebec, and expiring on the ...th of, 20... at o'clock

FROM: V1 (name of natural person), (occupation), domiciled and residing at (civic number and street name), in the City of (name of city), Province of (name of province), (postal code);

OR

V2 (corporate name), a legal person duly incorporated pursuant to the Act (name of statute under which the corporation was incorporated), having its principal place of business at (civic number and street name), in the City of (name of city), Province of (name of province), (postal code), and duly registered under the designating number (.....) in accordance with the Act (name of the statute respecting the legal publicity of enterprises under which the corporation is registered);

OR

V3 (corporate name), a legal person duly incorporated pursuant to the Act (name of statute under which the corporation was incorporated), having its head or registered office at (civic number and street name), in the City of (name of city), Province of (name of province), (postal code), and duly registered under the designating number (.....) in accordance with the Act (name of the statute respecting the legal publicity of enterprises under which the corporation is registered) represented by (name of representative), its (title of representative), duly authorized for the purposes hereof;

OR

V4 (corporate name), a legal person, duly incorporated pursuant to the Act (name of statute under which the corporation was incorporated), having its head or registered office at (civic number and street name), in the City of (name of city), Province of (name of province), (postal code), and duly registered under the designating number (.....) in accordance with the Act (name of the statute respecting the legal publicity of enterprises under which the corporation is registered) represented by (name of representative), its (title of representative), duly authorized for the purposes hereof as he/she so declares [or as indicated in the resolution of the [sole director or board of directors]];

OFFEROR	LESSOR

OR

V5 (*common business name*), [general partnership], **OR** [limited partnership represented by (*name of its general partner*), its general partner] **OR** [undeclared partnership], **OR** [joint venture], **OR** [collaboration], **OR** [any other group of persons] operating a business through the exercise of an organized economic activity of a commercial nature, duly formed pursuant to the [*Civil Code of Québec*] **OR** [any applicable general law] **OR** [any other applicable statute], having its head or registered office at (*civic number and street name*), in the City of (*name of city*), Province of (*name of province*), (*postal code*), and duly registered (*as the case may be*) under the designating number (.....) in accordance with the *Act (name of the statute respecting the legal publicity of enterprises under which the corporation is registered)* represented by (*name of representative*), its (*title of representative*), duly authorized for the purposes hereof as he/she so declares [or as indicated in the resolution of the partners of the general partnership], **OR** [as indicated in the resolution of the sole director [or Board of Directors] of the general partner of the limited partnership], **OR** [as indicated in the resolution of the partners of the undeclared partnership], **OR** [as indicated in the resolution of the sole director [or Board of Directors] of each participant in the joint venture, **OR** [as indicated in the resolution of the sole director [or Board of Directors] of each participant in the collaboration] **OR** [as indicated in the resolution of the members of any other group of persons];

HEREINAFTER REFERRED TO AS THE “OFFEROR”;

TO: (*identify lessor*);

HEREINAFTER REFERRED TO AS THE “LESSOR”;

HEREINAFTER COLLECTIVELY REFERRED TO AS THE “PARTIES”;

AND AS INTERVENOR: (*identify surety*);

HEREINAFTER REFERRED TO AS THE “SURETY”;

RECITALS

THE PARTIES MAKE THE FOLLOWING REPRESENTATIONS:

OFFEROR	LESSOR

- (A) The OFFEROR is engaged in the business of (describe principal business activities);
- (B) The OFFEROR is seeking a premises in which it may operate its business;
- (C) The LESSOR has a premises that, in the opinion of both PARTIES, fulfills the necessary conditions to operate said business;
- (D) The OFFEROR wishes to rent to the LESSOR said premises and has already forwarded a letter of intent to this effect;
- (E) The OFFEROR wishes to make a formal Offer to lease;
- (F) The OFFEROR wishes to record the terms of said Offer in a written document;
- (G) It is the intent of the PARTIES that their Offer be construed as a contract by mutual agreement.

NOW THEREFORE, OFFEROR PROPOSES THE FOLLOWING:

0.00

INTERPRETATION

0.01

Definitions

Unless otherwise indicated, capitalized words and expressions appearing in the Offer or in any ancillary or subordinate documentation shall be interpreted or construed as follows:

0.01.01 Activities

means, regarding the OFFEROR, (describe its principal business activities) and, regarding the LESSOR, (describe its principal business activities);

0.01.02 Breach

means any misrepresentation, inaccuracy, error, omission, non-compliance, infringement, failure, claim or other circumstance in respect of any representation, obligation or other provision of the Offer leading to:

- (a) any infringement of the Offer; or

OFFEROR	LESSOR

- (b) any claim by any Person or other occurrence or circumstance that (i) is inconsistent with any representation, obligation or other provision of the Offer and (ii) causes harm to such Person;

0.01.03 Building

means the building situated at (civic number and street name), in the City of, Province of Quebec, Canada;

0.01.04 Change in Control

means, in relation to any PARTY to the Offer whose legal status is that of a legal person, any of the following events:

- (a) the direct or indirect acquisition by any Person or entity of securities of such legal person representing more than FIFTY PERCENT (50%) of said legal person’s voting rights or the right to elect or appoint a majority of the directors in said legal person;
- (b) an agreement for the sale or disposition of all or substantially all of such legal person’s assets;
- (c) a restructuring of such legal person leading to an assignment of a PARTY’s rights in the Offer to a Related Person;
- (d) an amalgamation involving such legal person, or
- (e) the approval by the shareholders of such legal person of a plan for its complete liquidation;

0.01.05 Common Areas

means all the interior or exterior spaces and facilities of the Immovable, but excludes the total rentable floor area. In particular, but without limiting the generality of the foregoing, said spaces and facilities include sidewalks, landscaping, areas used for shipping and receiving goods, rooms available to the public as well as all the areas and spaces that the LESSOR deems for the common use and benefit of all the lessees of the Immovable, their employees, clients or any other person who has been invited on the Leased Premises by the OFFEROR;

0.01.06 Confidential Information

means any commercial, technical, scientific, financial, legal, personal or other information disclosed by a PARTY relating to the disclosing PARTY’s business activities, strategies or opportunities, Intellectual Property, suppliers, customers, financial situation or employees

OFFEROR	LESSOR

which, at the time of disclosure, is identified as confidential, is disclosed in confidence, or would be understood by the receiving PARTY, exercising reasonable business judgment, to be confidential, but excludes:

- (a) information known to the receiving PARTY before the date on which it is received;
- (b) information known by the public or available to the public before the date on which it is received;
- (c) information that becomes known by or available to the public after the date on which it is received and that does not result from a breach of confidentiality on the part of the receiving PARTY;
- (d) information received at any time by a Person not bound to one of the PARTIES by an undertaking of confidentiality with regard to such information;
- (e) information independently produced by the receiving PARTY;
- (f) personal information provided by an individual when such information is being used for the purpose for which it has been previously disclosed or any other purpose permitted by Law;

0.01.07 Encumber or Encumbrance

Encumber means to create or grant an Encumbrance, and Encumbrance means, whether created by agreement or operation of the law, a legal cause of preference, a dismemberment of ownership rights, an ownership interest, a restriction on the right to sell or any security interest of any kind, and including any right or privilege capable of becoming any of the foregoing;

0.01.08 Financial Year

means, subject to the right of LESSOR to change the financial year and its term at any time, the period starting the first day of January of a given year and ending the last day of December that follows, except for the first financial year, which starts at the same date the Lease does and which ends the following 31st day of December, and except for the last financial year which shall end on the same date that the Lease ends;

0.01.09 Force Majeure

means any event beyond the control of a PARTY that could not have been reasonably foreseen and against which it could not have protected itself such as, without limiting the generality of the foregoing, natural disasters, epidemics, fires, accidents, acts of war (whether declared or not), insurrections, riots, acts of terrorism, wildcat strikes, partial or

OFFEROR	LESSOR