

LEASE ASSIGNMENT AGREEMENT

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LEASE ASSIGNMENT AGREEMENT entered into in the City of, Province of, Canada.

BETWEEN: 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), duly attests that it is a legal person duly incorporated under 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), duly attests that it is a legal person duly incorporated under 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

V4 (corporate name), duly attests that it is a legal person, duly incorporated under 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

Table with 2 columns: LESSEE, ASSIGNEE

so declares [or as indicated in the resolution of the sole director [OR board of directors]], Schedule A;

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 under 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], Schedule A;

HEREINAFTER REFERRED TO AS THE “LESSEE”;

AND: (*identify assignee*);

HEREINAFTER REFERRED TO AS THE “ASSIGNEE”;

HEREINAFTER COLLECTIVELY REFERRED TO AS THE “PARTIES”;

AND AS INTERVENOR: (*identify lessor*);

HEREINAFTER REFERRED TO AS THE “LESSOR”.

AND AS INTERVENOR: (*identify surety*);

LESSEE	ASSIGNEE

HEREINAFTER REFERRED TO AS THE "SURETY";

RECITALS

THE PARTIES MAKE THE FOLLOWING REPRESENTATIONS:

- (A) On (date) a lease agreement was entered into between the LESSOR and the LESSEE, for an initial term of (.....) months, a copy of which lease is attached hereto as Schedule 0.01.13;
- (B) The lease was duly published (registered) with the Land Registry Office in the registration division of (name of registration division where the immovable is located) on (date) under number
- (C) From until this date, the premises that are the object of the lease have been occupied by the LESSEE, [in its capacity as a franchisee], with the LESSOR's authorization;
- (D) The LESSEE is under the obligation to vacate the leased premises before the expiry of the lease;
- (E) The ASSIGNEE accepts, under certain conditions, to establish itself in the leased premises and to assume LESSEE's rights and obligations in accordance with the provisions of the lease;
- (F) The LESSOR accepts the substitution of the lessee;
- (G) The PARTIES wish to record the terms of their agreement regarding such purpose in a written document;
- (H) It is the intent of the PARTIES that their agreement be construed as a contract by mutual agreement.

V1 (Short Form) NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

OR

LESSEE	ASSIGNEE

V2 (Long Form) NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL REPRESENTATIONS AND THOSE SPECIFIC TO EACH PARTY, AS THE CASE MAY BE, CONTAINED IN THE AGREEMENT, THE PARTIES, INTEND TO BE LEGALLY BOUND AND AGREE AS FOLLOWS:

0.00 INTERPRETATION

0.01 Definitions

V1 (Sole Agreement) Unless otherwise indicated, the following capitalized terms or expressions throughout the Agreement have the meaning indicated below:

OR

V2 (Multiple Agreements) Unless otherwise indicated, capitalized words and expressions appearing in the Agreement or in any ancillary or subordinate documentation will be interpreted or construed as follows:

0.01.01 Activities

V1 (Short Form) means, regarding the LESSEE, (describe its principal business activities) and, regarding the ASSIGNEE, (describe its principal business activities);

OR

V2 (Long Form) means regarding the LESSEE, (describe business activities), and means regarding the ASSIGNEE, (describe business activities) and includes in respect of each PARTY any other activity related to such business activities and any new area of activity in which a PARTY may carry on business from time to time during the term of the Agreement;

0.01.02 Agreement

V1 (Short Form) means this agreement including its recitals and schedules, any related or ancillary documentation identified therein, as well as any amendment made thereto from time to time by the PARTIES in accordance with Section 12.05;

OR

V2 (Long Form) means this agreement including its recitals and schedules, any related or ancillary documentation identified therein, as well as any amendment made thereto from time to time by the PARTIES in accordance with Section 12.05; the terms “herein”,

LESSEE	ASSIGNEE

“hereof”, “hereto”, “herewith”, “hereunder”, “hereby” and other similar terms, when used in the Agreement, generally refers to this agreement as a whole rather than to a specific part thereof, unless otherwise indicated in the text;

0.01.03 Breach

means any misrepresentation, inaccuracy, error, omission as well as any non-compliance, infringement, failure or other contravention in respect of any representation, obligation or other provision of the Agreement;

0.01.04 Building

means the building situation at (civic number and street name), in the City of (name of city), Province of Québec, Canada;

0.01.05 Change in Control

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

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

0.01.06 Confidential Information

V1 (Short Form) means any information, which at the time of disclosure to the receiving PARTY is identified as such by the disclosing PARTY;

OR

LESSEE	ASSIGNEE