

ASSUMPTION AGREEMENT

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ASSUMPTION AGREEMENT entered into in the Municipality of, Province of (insert name of province), Canada.

BETWEEN: V1 (name of individual), (occupation), domiciled and residing at (insert civic number and street name), in the Municipality of (insert name of municipality), Province of (insert name of province), (postal code);

OR

V2 (corporate or business name), a corporation duly incorporated pursuant to the Act (name of statute under which the corporation was incorporated), having its principal place of business at (insert civic number and street name), in the Municipality of (insert name of municipality), Province of (insert name of province), (postal code);

OR

V3 (corporate or business name), a corporation duly incorporated pursuant to the Act (name of statute under which the corporation was incorporated), having its head or registered office at (insert civic number and street name), in the Municipality of (insert name of municipality), Province of (insert name of province), (postal code), represented by (name of representative), its (title of representative), duly authorized for the purposes hereof;

OR

V4 (corporate or business name), a corporation, duly incorporated pursuant to the Act (name of statute under which the corporation was incorporated), having its head or registered office at (insert civic number and street name), in the Municipality of (insert name of municipality), Province of (insert name of province), (postal code), and duly registered under number (.....) in accordance with (insert name of statute pursuant to which the entity 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]];

HEREINAFTER REFERRED TO AS " DISCHARGED PARTY ";

Table with 2 columns and 2 rows, containing dotted lines for text entry.

AND: (*identification of ASSIGNEE*);

HEREINAFTER REFERRED TO AS "ASSIGNEE";

AND: (*identification of intervenant*);

HEREINAFTER REFERRED TO AS THE "INTERVENANT";

HEREINAFTER COLLECTIVELY REFERRED TO AS THE "PARTIES".

RECITALS [WITNESSETH]

THE PARTIES MAKE THE FOLLOWING REPRESENTATIONS:

- (A) DISCHARGED PARTY is engaged in the business of (*identification of business activities*);
- (B) DISCHARGED PARTY has entered into a (*type of agreement*) agreement (hereinafter referred to as the "Main Agreement" with INTERVENANT on (*date*);
- (C) DISCHARGED PARTY wishes to assign all its rights and obligations pursuant to the Main Agreement to ASSIGNEE, who wishes to assume all such rights and obligations;
- (D) INTERVENANT has no objection to such assumption;
- (E) The PARTIES wish to set out in writing the terms of their agreement regarding such purpose;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

0.00 INTERPRETATION

0.01 Definitions

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

OR

V2 (Long Form) Unless otherwise indicated, capitalized words and expressions appearing in the Agreement shall be interpreted or construed as follows:

0.01.01 Agreement

means this agreement including its recitals and schedules, any related or ancillary agreement or document identified therein, as well as any amendment made thereto from time to time by the PARTIES in compliance with Section 12.05;

0.01.02 Breach

means any misrepresentation, inaccuracy, error, omission, non-compliance, infringement, failure, claim or other circumstance relating to a representation, warranty, covenant, obligation or other provision of the Agreement leading to:

- (a) any infringement of the Agreement; or
- (b) any claim by any Person or other occurrence or circumstance which (i) is inconsistent with a covenant, obligation or other provision of the Agreement and (ii) causes damage to such Person;

0.01.03 Change in Control

means, in relation to any PARTY to the Agreement whose legal status is that of a business corporation, any one of the following events:

- (a) the direct or indirect acquisition by any Person or entity of securities of such a corporation representing more than FIFTY PERCENT (50%) of the corporation's voting rights;
- (b) an agreement for the sale or disposition of all or substantially all of such a corporation's assets;
- (c) a reorganization of such corporation leading to an assignment of a PARTY's rights in the Agreement to a related Person;
- (d) a merger of such a corporation; or

.....

- (e) the approval by the shareholders of such a corporation of a plan for its complete liquidation;

0.01.04 Confidential Information

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

OR

V2 (Long form) 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 condition or employees which, at the time of disclosure, is designated 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 which becomes known by or available to the public after the date on which it is received and which 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;

0.01.05 Force Majeure

means any event beyond the control of a PARTY which 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 total work stoppages or slowdowns, lock-outs, changes in market conditions, power or communications breakdowns, interventions by civil or military authorities, compliance with any orders of governmental authorities, courts or tribunals or public authorities;

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0.01.06 Indemnification Warranty

means the sum of DOLLARS (..... \$) to be used to indemnify ASSIGNEE pursuant to section 9.02 of the Agreement;

0.01.07 Legal Representatives

means, in respect of each PARTY and, as the case may be, it's authorized assignee, when a natural person, the executors of his estate or administrators of his property, his legal heirs, legatees, devisees, successors or mandataries and, when a corporation, its directors, officers, shareholders, members, employees and representatives;

0.01.08 Main Agreement

refers to the (name of main agreement) agreement entered into on the (.....) 20... by ASSIGNOR and ASSIGNEE, of which a copy is attached hereto as Schedule 0.01.08, including all amendments and renewals related thereto;

0.01.09 PARTY

refers to a signing party to the Agreement and includes its Legal Representatives;

0.01.10 Person

means, as the case may be, a natural person, partnership, joint-stock company, business corporation, cooperative, association, labour union, trust or any other organization whether incorporated or unincorporated, or any public authority of foreign, federal, provincial, territorial or municipal jurisdiction which is not a party to the Agreement, and includes their Legal Representatives.



0.02 Precedence

The Agreement reflects the entire understanding between the PARTIES. It supersedes all other written or verbal promises or covenants made prior to its signing in addition to any schedules hereto attached and all amendments agreed upon by the PARTIES which do not comply with Section 12.05 of the Agreement.

0.03 Jurisdiction

0.03.01 Governing Law

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The Agreement shall be interpreted, construed and performed in accordance with applicable laws of the Province of (*insert name of province*) and of Canada.

0.03.02 Non-compliance

(a) Severability

In the event that any provision of the Agreement is deemed to be invalid or unenforceable, such provision shall, whenever possible to do so, be interpreted, construed, limited or if necessary severed to the extent necessary to eliminate such invalidity or unenforceability. All the remaining provisions of the Agreement shall remain valid and continue to bind the PARTIES.

(b) Substitute Provision

If required, the PARTIES agree to negotiate in good faith a valid enforceable substitute provision which most nearly reflects the PARTIES' original intent in entering into the Agreement or to provide an equitable adjustment in the event no such provision can be added.

0.04 Miscellaneous

0.04.01 Cumulative Rights

All rights referred to in the Agreement are cumulative and not mutually exclusive. Any waiver of the enforcement of a right granted by one of the PARTIES for the benefit of another in the Agreement shall, under no circumstances, be interpreted or construed as a waiver of the enforcement of any other right granted hereunder unless, as a matter of exception, the wording of a provision of the Agreement requires such interpretation or construction.

0.04.02 Time and Dates

(a) Time of the Essence

Time shall be of the essence in the Agreement unless indicated otherwise. No extension of or amendment to the Agreement shall operate as a waiver of this provision unless clearly stated therein.

(b) Computation of Time

When computing any time limit, the following rules shall apply:

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