

SUBLEASE AGREEMENT

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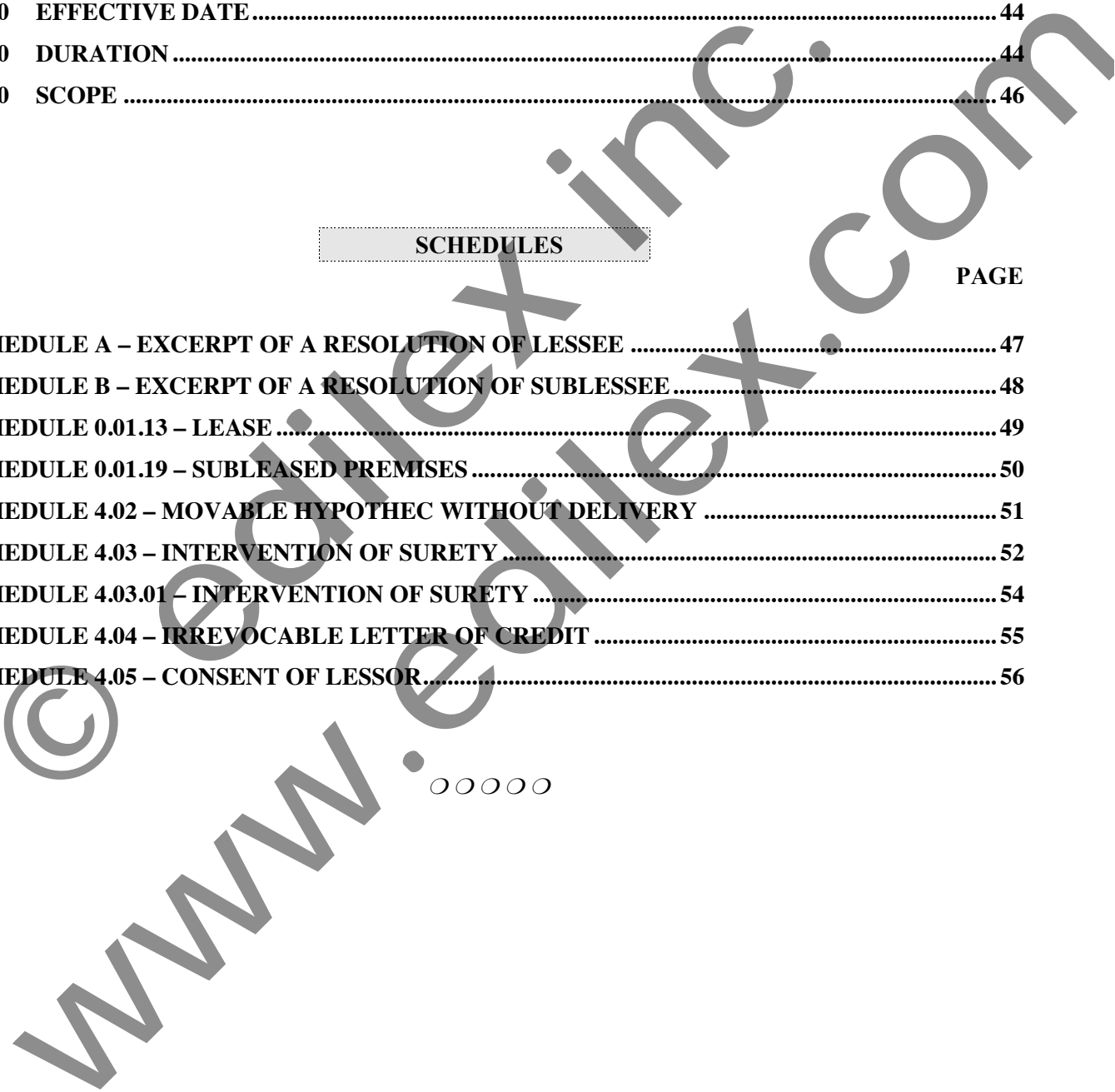
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SUBLEASE AGREEMENT entered into in the City of _____, Province of _____, Canada.

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

| | |
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| LESSEE | SUBLESSEE |
| | |

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 sublessee*);

HEREINAFTER REFERRED TO AS THE “SUBLESSEE”;

AND: (*identify lessor*);

HEREINAFTER REFERRED TO AS THE “LESSOR”.

HEREINAFTER COLLECTIVELY REFERRED TO AS THE “PARTIES”.

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| LESSEE | SUBLESSEE |
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RECITALS

THE PARTIES MAKE THE FOLLOWING REPRESENTATIONS:

- (A) On, 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 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 LESSEE undertakes towards the SUBLESSEE to provide, for rent identical to that required under the Lease and certain other terms and conditions, full enjoyment of the leased premises of which the LESSEE had enjoyment under the Lease; and the SUBLESSEE accepts the sublease and undertakes to assume all the rights and obligations of LESSEE under the Lease;
- (F) The LESSOR accepts the substitution of LESSEE by the SUBLESSEE;
- (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

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:

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|--------|-----------|
| LESSEE | SUBLESSEE |
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