**LEASE AGREEMENT** entered into in Montréal, on \_\_\_\_\_\_\_\_\_\_\_\_\_20\_\_\_

**BETWEEN:**

**(hereinafter, the "Lessor");**

AND

•

**(hereinafter, the "Lessee");**

**(collectively referred to hereinafter as the "Parties")**.

**WHO AGREE TO THE FOLLOWING:**

1. OBJECT
   1. The Lessor hereby leases to the Lessee, who hereby accepts, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (the “**Leased Premises**”), erected on the immovable known and designated as lot \_\_\_\_\_\_ of the official cadastre of the parish of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, registration division of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, bearing civic number \_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ street in \_\_\_\_\_, (the “**Immovable**”).
2. INSPECTION
   1. The Lessee declares that it has had the opportunity to inspect the Leased Premises, is satisfied with the condition thereof, and accepts them as is.
3. DESTINATION OF LEASED PREMISES
   1. The Leased Premises shall be used by the Lessee exclusively for the following purpose: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
4. DURATION
   1. This lease is granted for a term of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (\_\_\_) months commencing on the \_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and expiring on the \_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The period between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ during which the lease is to be in effect shall be considered a lease year for the purposes hereof.
   2. There shall be no tacit renewal of the lease, such that if the Lessee continues to occupy the Leased Premises upon the expiration of the lease or any renewal thereof, the Lessee shall be bound to pay one month’s rent for each day of such illegal occupation, without prejudice to any other remedies then available to the Lessor.
5. RENT
   1. The Leased Premises are leased in exchange for an annual base rent of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DOLLARS ($\_\_\_\_\_\_\_\_\_\_\_), which represents \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DOLLARS ($\_\_\_\_\_\_\_\_\_\_\_) per square foot, from \_\_\_\_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_\_\_, payable in equal and consecutive monthly instalments of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DOLLARS ($\_\_\_\_\_\_\_\_\_\_\_) each. The rent is payable in advance on the first day of each month, at the address of the Lessor.
   2. A series of post-dated cheques for the initial lease year shall be delivered to the Lessor upon the execution of this lease and at the beginning of each subsequent lease year.
   3. This lease is “net, net, net”, meaning that the Lessee shall pay all costs and expenses pertaining to the Leased Premises and the Lessee’s activities thereon, as well as all fees, costs and expenses of whatever nature related to the operation, maintenance, repair, surveillance, supervision and management of the Immovable, including, without limiting the generality of the foregoing, the following:
      1. the cost of all goods and services supplied, employed or used in the operation, maintenance, repair, surveillance, supervision and management of the Immovable;
      2. the costs related to the equipping, maintenance and repair of the fittings and common areas of the Immovable, including cleaning of the windows and exterior walls, snow removal, and the cleaning, repair and maintenance of the land.
   4. Any payment of rent not made when due, as well as any costs and expenses payable by the Lessee but paid by the Lessor following the Lessee’s failure to pay same, will bear interest at the annual rate of 15%, with interest on such interest at the same rate.
   5. The Lessee shall pay any and all taxes imposed by the competent authorities on the rent, such as the GST and PST.
6. RENEWAL [THIS CLAUSE IS OPTIONAL]
   1. By giving written notice to the Lessor at least six (6) months before the expiration of the lease, the Lessee may renew the lease of the Leased Premises for a period of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (\_\_\_) months, upon the same terms and conditions, except that the rent shall be renegotiated during the month immediately following that during which such notice is given.
7. MAINTENANCE
   1. At any time during the lease, the Lessor may make any necessary modifications, additions or improvements (the “**Work**”) to the building and the land on which it is situate.
   2. Any such Work shall be performed so as to interfere as little as possible with the activities of the Lessee, who shall tolerate such Work and not claim any reduction in rent or other compensation therefor.
8. LESSEE’S OBLIGATIONS
   1. The Lessee undertakes and agrees:
      1. to accept the Leased Premises as is, declaring that it is well familiar with them, and to redeliver them at the end of the lease in as good a condition, usual wear and tear excepted;
      2. to use the Leased Premises as would any reasonable person;
      3. to allow persons interested in purchasing the Immovable and, during the last six (6) months of the lease, persons interested in leasing the Leased Premises, to visit the latter during business hours, and to allow notices of such a proposed sale or lease to be posted or published during said period;
      4. to allow the Lessor and its officers, mandataries and employees to enter upon the Leased Premises in order to inspect them, make modifications thereto or for any other purpose they may deem apposite, the whole without any indemnification;
      5. not to assign its rights in the lease, or sublet the Leased Premises in whole or in part, without the Lessor’s prior written consent, which shall not unreasonably be withheld;
      6. in the event of such assignment or subletting, to be solidarily responsible with the assignee or sub-lessee for respecting the lease;
      7. to keep the Leased Premises clean and in good repair.
9. LESSOR’S OBLIGATIONS
   1. The Lessor undertakes and agrees:
      1. to allow the Lessee unrestricted access to the Leased Premises and to provide it with peaceable enjoyment thereof.
10. ADVERTIZING AND SIGNAGE
    1. The Lessee shall not advertize its activities in the Leased Premises in any way, including without limitation through signage, social media or other electronic media, without having obtained the prior authorization of the Lessor, which shall not be withheld unless the proposed advertizing promotes those activities in a manner that is contrary to the Lessor’s values or potentially damaging to its reputation.
    2. Any such approval by the Lessor shall pertain solely to the form and content of the advertizing, and does not relieve the Lessee of responsibility for ensuring that such advertizing complies with applicable regulations, for which the Lessor shall be in no way responsible.
11. RULES
    1. The Lessor shall be entitled to make any rules that it from time to time deems necessary to ensure the sound and orderly operation, safety, maintenance and cleanliness of the building.
12. DESTRUCTION AND DAMAGE
    1. Should the Leased Premises be destroyed or rendered wholly or partially unusable as the result of a fire or other accidental occurrence, and the Lessor decides not to restore the Leased Premises, the Lessor shall be entitled, without liability towards the Lessee, within ninety (90) days of such fire or other occurrence, to notify the Lessee in writing of its decision, and the term of this lease shall thereupon be deemed to have ended. If the Lessee is not then in default of performing any of its obligations under the lease or otherwise liable towards the Lessor in virtue thereof, the Lessee’s responsibility for paying the rent shall be deemed to have ceased on the day immediately following such fire or other occurrence. If, on the other hand, the Lessor decides to restore the Leased Premises or the building, as the case may be, and provided the Lessee is not liable towards the Lessor for the payment of costs, damages or rent, the Lessee’s responsibility for paying the rent shall be suspended as of the day immediately following such fire or other occurrence and shall not revive until such time as the Leased Premises are again made available for the Lessee’s occupation thereof.
    2. Subject to the foregoing, should the Leased Premises be partially damaged by a fire or other accidental occurrence that is not due to the fault or negligence of the Lessee or its employees, mandataries, visitors or other persons it has admitted into the Leased Premises, the damage thereto shall be repaired by the Lessor and, until such repairs are completed, the amount of the rent shall be adjusted pro rata to the portion of the Leased Premises still usable by the Lessee.
    3. Notwithstanding the foregoing, should damage by a fire or other accidental occurrence be caused to the Leased Premises through the fault or negligence of the Lessee or its employees, mandataries, visitors or other persons it has admitted into the Leased Premises, and without prejudice to the subrogation rights of the Lessor’s insurers, the Lessee shall be liable for payment to the Lessor of the amount of all costs and damages sustained by the Lessor. The Lessor shall have the right to repair such damage at the Lessee’s expense without any consequent reduction or adjustment of the rent, the parties agreeing that in such an event, the Lessee shall remain bound to pay all of the rent for the entire original term of the lease, notwithstanding any termination thereof by the Lessor in accordance with clause 12.1.
13. DEFAULT AND RESILIATION
    1. Each of the following events shall be deemed a default by the Lessee hereunder and a breach of the terms of the lease:
       1. the Lessee fails to pay the rent when same is due;
       2. the Lessee assigns the lease or sublets the Leased Premises or allows a third party to occupy them, without having obtained the Lessor’s authorization;
       3. generally, the Lessee fails to respect any of the provisions of the lease;
       4. the Lessee fails to take possession of the Leased Premises, abandons them, leaves them unoccupied or ceases to operate its business thereon;
       5. the Lessee makes an assignment of its property or a proposal to its creditors;
       6. the Lessee makes an application for bankruptcy, or such an application is made against it;
       7. a receiver or other official is judicially appointed to administer the Lessee’s property;
       8. the Lessee voluntarily liquidates its property;
       9. a secured creditor of the Lessee institutes a hypothecary recourse against the Lessee’s property;

or

* + 1. dissolution or winding-up proceedings aimed at suspending or interrupting the operation of the Lessee’s business are instituted.
  1. In the event of a default, the Lessor may, at its option, give to the Lessee or to the receiver, trustee-in-bankruptcy, liquidator or other judicially appointed administrator of the Lessee’s property, a written notice of its intention to terminate this lease effective at 12:00 p.m. on the third (3rd) day following the date on which such notice was given. In the event of such termination, the Lessee shall (or, if the Lessee is not yet in possession of the Leased Premises, it shall no longer be entitled to take possession thereof) leave the Leased Premises and the Lessor or its mandataries may then immediately enter the Leased Premises and carry off and store, at the Lessee’s expense, all movable property found thereon, without incurring any liability for any damage occasioned thereby.
  2. In the event that the lease is so resiliated, the Lessee shall pay the rent pro rata, up to and including the last day of the month in which resiliation occurs, and in addition the Lessee shall pay the Lessor, as liquidated damages, on the first day of each remaining month of the original term of the lease, an amount equal to the rent stipulated in this lease less the net amount (if any) collected by the Lessor from re-leasing the Leased Premises to a third party, the whole without prejudice to any other rights and remedies of the Lessor.

1. FEES AND COSTS
   1. All fees, costs and expenses, including judicial and extra-judicial fees, incurred by the Lessor in enforcing any of the provisions of this lease or exercising its hypothecary rights shall be borne exclusively by the Lessee.
2. ABIDING BY LAW
   1. The Lessee shall refrain from doing anything on the Leased Premises that could contravene any statute or regulation, and it shall not permit anyone else to do so.
3. PARKING [THIS clause IS optioNAL]
   1. The Lessee and its employees and visitors shall be entitled to use, without charge, the parking lot of the Leased Premises for business purposes.

or

* 1. The Lessee and its employees and visitors shall be entitled to use the following parking spaces for business purposes: [description of spaces]

1. INSURANCE
   1. Throughout the term of the lease, the Lessee shall maintain in effect all-risk civil liability insurance providing coverage of up to two millions dollars **($2,000,000)** per occurrence per year, as well as fire and miscellaneous risk insurance covering merchandise, inventory, furnishings and leasehold improvements for an amount equal to the full replacement value thereof.
   2. The policies evidencing such insurance shall include a rider stipulating that the insurer must notify the Lessor thirty (30) days in advance of any proposed annulment, cancellation, non-renewal or major modification of such insurance.
   3. The Lessor and its employees, servants, agents and mandataries must appear as additional named insureds in such insurance policies, which shall constitute primary coverage in respect of them.
   4. The insurance policies and the insurers must be acceptable to the Lessor, and copies of the policies and of proof of payment of the premiums thereunder must be delivered to the Lessor within thirty (30) days following execution of the lease, failing which the Lessor may resiliate the lease pursuant to clause 13.2 or, at its option and if possible, obtain such insurance on the Lessee’s behalf and pay the premiums therefor. The Lessee shall reimburse the amount of such premiums to the Lessor, which amount shall be deemed additional rent that is due and payable simultaneously with the next monthly instalment of rent and shall bear interest at the rate stipulated in clause 5.4.
2. LIABILITY
   1. The Lessee assumes full responsibility resulting from the lease and the occupation and use of the Leased Premises.
   2. The Lessor and its employees, servants, agents and mandataries cannot be held responsible for any damages that may result from the lease or from the loss of enjoyment or use of the Leased Premises by the Lessee or any third party, from whatever cause, including the act, negligence or fault of the Lessor, including damages for business interruption or lost profits.
   3. The Lessee undertakes to assume the defence of the Lessor and hold it harmless from and against any claim of whatever nature whereby the Lessor is sought to be held liable in connection with this lease or the use of the Leased Premises by the Lessee or any third party, even if the damages claimed result from the act, negligence or fault of the Lessor.
3. INTERPRETATION
   1. Forbearance by Lessor:
      1. The Lessor’s forbearance from taking any action following a breach by the Lessee of any of its obligations under the lease shall in no way be construed as the Lessor’s renunciation of a right or waiver of full performance of an obligation hereunder.
   2. Entire agreement:
      1. The parties agree that this lease agreement replaces any prior agreement or understanding of whatever nature, whether written or oral, reached by the parties hereto or their mandataries. This lease agreement contains all the provisions concerning the lease agreed upon by the parties and can be modified only by a further agreement in writing executed by the Lessor and the Lessee.
   3. Notice:
      1. Any notice or consent, as well as any demand or demand letter required or contemplated by a provision of this lease must be in writing and delivered or sent by registered mail to the address of the addressee party set forth below.
      2. Such notice or other document shall be deemed to have been given and received on the date on which it is delivered or, if sent by registered mail, on the second business day following the date on which it was mailed.
      3. Either party may change its address as set out below by such a written notice, and the new address set out therein shall be the only one used for the purposes of this lease.
4. SOLIDARIY OBLIGATIONS
   1. If more than one person executes this lease as Lessee, the obligations of such persons are solidary.
5. APPLICABLE LAW
   1. This lease shall be construed in accordance with the laws in force in the Province of Québec, and the parties attorn to the jurisdiction of the courts of the judicial district of Montréal.
6. ADDRESS FOR NOTICE
   1. Any notice to be given pursuant hereto must be sent to:
      1. For the Lessor:

[TO BE COMPLETED]

* + 1. For the Lessee:

[TO BE COMPLETED]

**IN WITNESS WHEREOF** the parties have signed this lease agreement on the dates and at the places indicated below:

**THE LESSOR**:

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**•**

**THE LESSEE**:

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**WITNESSES**:

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