

LICENSE AGREEMENT

THIS AGREEMENT dated the ___ day of _____, _____.

BETWEEN:

CORPORATION, a corporation incorporated under the laws of _____, (the "Licensor")

OF THE FIRST PART

- and -

LICENSEE, a corporation incorporated under the laws of _____, (the "Licensee")

OF THE SECOND PART

WHEREAS:

- A. The Licensor is a party to a dealership agreement (the "Dealership"), a copy of which is attached in Schedule "A" hereto .
- B. The Licensee wishes to acquire and the Licensor agrees to grant to the Licensee the Licensor's rights in and to the Dealership for the territory ("Territory") comprising of _____ as described in Schedule "B" attached hereto.

NOW THEREFORE IN CONSIDERATION of the premises and of the mutual covenants set out together with other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE ONE - INTERPRETATION

1.01 Definitions - In this Agreement, including the schedules hereto:

- (a) "Agreement", "hereof", "hereunder" and similar expressions refer to this Agreement and not to any particular Article, Section or other portion hereof and include any Agreement or instrument supplemental or ancillary hereto and the expression "paragraph", "Section" or "Article" followed by a number means and refers to the specified paragraph, Section or Article of this Agreement;
- (b) "Commencement Date" means the ___ day of _____, _____;
- (c) "Licence" means the licence granted by the Licensor to the Licensee in Section 2.01 hereof, subject to the provisions set forth in this Agreement; and
- (d) "Services" means the operation of the dealership business in the Territory.

1.02 Extended Meanings - Words importing the singular number include the plural and vice versa and words importing the masculine gender include the feminine and neuter genders and vice versa and words importing persons shall include individuals, partnerships, associations, trusts, unincorporated organizations and corporations and vice versa.

1.03 Headings - The division of this Agreement into Articles, Sections and paragraphs and the insertion in this Agreement of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

1.04 Governing Law - The rights and remedies of all of the parties hereto and the construction and effect of each and every provision hereof shall be subject to the exclusive jurisdiction of and be construed according to the laws of _____ and the laws of _____ applicable therein and the Courts of _____ shall be the forum for any proceedings in connection with the provisions of the Agreement.

1.05 Time - Time shall in all respects be of the essence of this Agreement.

1.06 Entire Agreement - This Agreement constitutes the entire agreement between the parties hereto and contains all of the representations, undertakings and agreements of the respective parties hereto concerning the subject matter hereof. There are no verbal representations, undertakings or agreements between the parties hereto of any kind concerning the subject matter hereof.

1.07 Schedules - The schedules which are attached hereto form an integral part of this Agreement.

ARTICLE TWO - LICENCE

2.01 Grant of License

- (a) Subject to the terms of this Agreement, the Licensor hereby grants an exclusive licence to the Licensee to operate the Dealership for the term commencing on the Commencement Date and subject only to prior termination as provided for in this Agreement.
- (b) The authority to operate the Dealership shall continue until this Agreement shall be terminated.

2.02 Limitations of Licence - Notwithstanding the foregoing Section 2.01, the Licensee shall not transfer, licence, sublicense or otherwise facilitate or permit the use of the License otherwise than in strict conformity with the Licence hereby granted.

THIS IS A 5-PAGE FORM.