

OFFER TO PURCHASE
(A Business)

FROM:

.....

.....

O1 (hereinafter referred to as the "Offeror")

TO:

.....

.....

(hereinafter referred to as the "Seller")

(the Offeror and the Seller hereinafter collectively referred to as the "Parties")

PREAMBLE

WHEREAS the Offeror wishes to buy the Seller's business under the terms and conditions hereinafter stated;

WHEREAS the Offeror wishes to confirm his offer in writing;

WHEREAS the Offeror is duly authorized and has the capacity to make this Offer;

NOW THEREFORE, THE OFFEROR DECLARES AS FOLLOWS:

1.00 PREAMBLE

The preamble hereto shall form an integral part hereof.

O2 2.00 OBJECT

Subject to the express condition that the Seller observes, respects and conforms to all clauses, conditions and stipulations stated in this Offer to Purchase, the Offeror offers to purchase from the Seller, at the price indicated hereafter, all his business operating under the name of (hereinafter referred to as the "Business"), having its head office (or its main branch) located at The Business includes:

- a) machinery, tools, materials and equipment used by the Seller in the operation of the Business, as listed in Schedule "....." of this Offer;
- b) all tools, accessories and spare parts connected with the operation of the Business, as listed in Schedule "....." of this Offer;
- c) all movables, including office furniture, fit-ups and signs, as listed in Schedule "....." of this Offer;
- d) all the rolling stock of the Business, as listed in Schedule "....." of this Offer;
- e) the list of the Business' clients, as shown in Schedule "....." of this Offer, including credit reports on these clients and the goodwill related to the operations of the Business, as

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well as all rights, titles and interests of the Business in contracts and agreements entered into with clients, the order books, the agreements on franchises, royalties and technology, subsidy rights and generally all other assets that are recorded in the books of the Business and being utilized in its operation;

- f) all rights, titles and interests of the Seller in the stock, work in progress and accounts receivable of the Business, including all Provincial and/or Federal tax refunds, whether already claimed or not, and all accounts receivable considered as doubtful or as a bad debt in the books of the Business;
 - g) all rights, titles and interests of the Seller in any agreement, insofar as the Offeror considers it beneficial and to his advantage;
 - h) all trade marks, corporate and commercial names, whether registered or not, used or having been used by the Business, and all rights resulting from their use with regards to the operation of the Business, as well as those intended in the said operation, as listed in Schedule "....." of this Offer;
 - i) all rights, titles and interests of the Seller in patents, industrial drawings, designs and royalties used or intended for use in the operation of the Business, as listed in Schedule "....." of this Offer;
 - j) all permits and licenses related to the operation of the Business, insofar as they are transferable;
 - k) all rights, titles and interests of the Seller in the data processing equipment as well as in the computer programs used in the operation of the Business;
 - l) copies of reports, financial statements, accounting books, cardex, files, cost price calculation worksheets, studies, analyses, compilation systems used or intended for use in the operation of the Business during the past (.....) years, at the expense of the Offeror, if he thus requires any copies thereof;
 - m) all stationery and office supplies used in the operation of the Business, and especially all invoices, accounts, production tickets, envelopes, letterhead paper used for outside sales or internal control;
 - n) all catalogues, publications, advertising kiosks or other objects relating to the Business;
 - o) all rights of the Seller in the lease and improvements of the leased premises located at including all decorations, panels, woodworks, shelves, carpeting and any improvements in the leased premises, subject to the lessor's rights;
 - p) all rights, titles and interests of the Seller in the following telephone number(s):
.....;
 - q) all rights, titles and interests of the Seller in the following facsimile (fax) number(s):
.....;
- hereinafter collectively referred to as the "Assets".

O3 However, the following assets are excluded from the purchase of the Business:
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3.00 CONSIDERATION

O4 3.01 Purchase Price

The total purchase price shall be dollars (\$.....). For the purpose of the Sale Agreement, the Offeror may provide a break down of the purchase price.

O5 3.02 Terms and Conditions of Payment

The above mentioned purchase price shall be payable as follows:

- a) **Initial Deposit**

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