

OFFER TO PURCHASE SHARES

FROM:
.....
.....
(hereinafter referred to as the "Offeror")

O1

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

PREAMBLE

WHEREAS the Seller holds (.....) shares of Class "....." of the capital stock issued by (hereinafter referred to as the "Corporation");

WHEREAS the Offeror wishes to purchase from the Seller (.....) shares of Class "....." in accordance with the terms and conditions set forth hereinbelow;

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 Offeror observes, respects and conforms with all clauses, conditions and stipulations of this Offer to Purchase, the Offeror offers to buy from the Seller (.....) shares of Class "....." from the capital stock issued by the Corporation at the price indicated hereinafter.

3.00 CONSIDERATION

O3

3.01 Purchase Price

The total purchase price shall be dollars (\$.....).

O4

3.02 Terms and Conditions of Payment

The above-mentioned purchase price shall be payable as follows:

Offeror	Seller

1810

a) **Initial Deposit**

The Offeror shall remit to the Seller, together with this Offer to Purchase, a cheque payable to the Seller in the amount of dollars (\$.....), as initial deposit and partial payment of the purchase price.

b) **Cash Payment**

At the time of signing the Sale Agreement, the Offeror shall pay the sum of dollars (\$.....) by certified cheque payable to the Seller.

4.00 SPECIAL PROVISIONS

4.01 Representations and Guarantees of the Seller

In accepting this Offer to Purchase, the Seller represents and guarantees the following to the Offeror. Moreover, the Seller acknowledges that each and every one of the said representations and guarantees are conditions without which the Offeror would not contract. Also, the said representations and guarantees shall be veracious at the time of signing the Sale Agreement.

a) **Capital Stock**

The authorized capital stock of the Corporation is constituted by an unlimited number of shares of Class Only (.....) shares of Class “.....” and (.....) shares of Class “.....” have been issued and are presently in circulation; they have no nominal value, and have been duly subscribed and paid for, and are not subject to a call for payment.

b) **Shares Ownership**

The shares concerned by this Offer to Purchase belong to the Seller, and his title to ownership is absolute. The shares are free and clear of any mortgages, charges or other liens in favor of third parties, and the Seller has full power and authority to dispose of them.

c) **Options and Subscriptions**

No option or agreement relating to additional shares issue, for any consideration whatsoever, can oblige the Corporation to issue additional shares.

d) **Books and Statements of the Corporation**

The books of the Corporation (including accounting books) are kept up-to-date and in accordance with various laws. Moreover, all required statements have been prepared and transmitted to the proper authorities.

e) **Peaceful Possession**

The Corporation is the peaceful holder of all assets in its custody by virtue of leases, which are all effective and not in default.

f) **Operating Permits**

The Corporation is the legal holder of all trade marks, licenses, permits, franchises and all other privileges required for the normal conduct of its business.

g) **Commitments**

The Corporation is not a party to any contracts or agreements with third parties, Directors, Officers or employees of the Corporation (including those entered into in the ordinary course

Offeror	Seller

1810