

BUSINESS PURCHASE OFFER

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OFFER TO PURCHASE A BUSINESS, tendered on, 20..., in the City of, Province of, Canada.

BY: 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

Table with 2 columns: OFFEROR, OFFEREE

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 “OFFEROR”;

TO : (*identify offeree(s)*);

HEREINAFTER REFERRED TO AS THE “OFFEREE”;

HEREINAFTER COLLECTIVELY REFERRED TO AS THE “PARTIES”.

AND AS INTERVENOR: (*identify surety*);

HEREINAFTER REFERRED TO AS THE “SURETY”.

OFFEROR	OFFEREE

RECITALS

THE PARTIES MAKE THE FOLLOWING REPRESENTATIONS:

- (A) The OFFEREE is the owner of a (describe nature of the business) business operated in the premises located at, in the City of, Province of, under the business name (hereinafter the “Business”);
- (B) The OFFEROR, after conducting a preliminary analysis of the documentation submitted by the OFFEREE, wishes to purchase the Business;
- (C) The OFFEREE has requested a formal written offer from the OFFEROR for its consideration;
- (D) The PARTIES wish to record the terms and conditions of such offer in a written document;

NOW THEREFORE, THE OFFEROR SUBMITS THE FOLLOWING FOR ACCEPTANCE BY THE OFFEREE:

0.00 INTERPRETATION

0.01 Definitions

V1 (Sole Agreement) Unless otherwise indicated, the following capitalized terms or expressions throughout the Offer have the meaning indicated below:

OR

V2 (Multiple Agreements) Unless otherwise indicated, capitalized words and expressions appearing in the Offer or in any ancillary or subordinate documentation will be interpreted or construed as follows:

0.01.01 Accounts Payable

OFFEROR	OFFEREE

means any accounts payable by the OFFEREE in connection with the operation of the Business on (date), addressed to it by a Supplier for the supply of raw materials, goods or services or any combination thereof, as set out in the complete and accurate list attached as Schedule 0.01.01 to the Notice of Acceptance and Disclosure;

0.01.02 Accounts Receivable

means any accounts receivable owing to the OFFEREE in connection with the operation of the Business that has not been objected to by the Client to whom it has been forwarded, and that is aged less than NINETY (90) days, in respect of the supply of Products or Services or of any combination thereof, as set out in the complete and accurate list dated (date) attached as Schedule 0.01.02 to the Notice of Acceptance and Disclosure;

0.01.03 Activities

means, regarding the OFFEROR, (describe its principal business activities) and, regarding the OFFEREE, (describe its principal business activities) with respect to the operation of the Business;

0.01.04 Adverse Event

means any event likely to have a materially adverse effect in the short-, medium-, or long-term on the operations, internal management, financial position, financing, operating budget, capital assets or cash budgets, financial forecasts, schedules, or on the business prospects of the Business;

0.01.05 Best Efforts

means the efforts that a Person, including a PARTY, desirous of achieving a result and acting prudently and diligently would use in similar circumstances to maximize, to the extent reasonably practicable, the probability that a result will occur and includes the generally recognized or common trade practices of any trade or profession as well as the generally acknowledged best practices in a field of activity;

0.01.06 Breach

means any misrepresentation, inaccuracy, error, omission as well as any non-compliance, infringement, failure or other contravention in respect of any representation, obligation or other provision of the Offer;

0.01.07 Clients

means any Person serviced by the OFFEREE in connection with its Activities;

OFFEROR	OFFEREE

0.01.08 Closing Certificate

means the final document do be signed on the Closing Date that confirms the sale of the Subject Assets resulting from the acceptance of the Offer;

0.01.09 Closing Date

means the date mutually agreed upon by the PARTIES for the signing or execution of the documents required in order to give effect to the Transaction as provided under Section 14.02;

0.01.10 Confidential Information

means any commercial, technical, scientific, financial, legal, personal or other information disclosed by a PARTY relating to the disclosing PARTY’s Activities, strategies or opportunities, Intellectual Property, suppliers, customers, financial situation or employees which, at the time of disclosure, is identified as confidential, is disclosed in confidence, or would be understood by the receiving PARTY, exercising reasonable business judgment, to be confidential, but excludes:

- (a) information known to the receiving PARTY prior to the date of its disclosure;
- (b) information known by the public or available to the public prior to the date of its disclosure;
- (c) information that becomes known by or available to the public after the date of its disclosure and that does not result from a breach of confidentiality on the part of the receiving PARTY;
- (d) information received at any time by a Person not bound to one of the PARTIES by an undertaking of confidentiality with regard to such information;
- (e) information independently produced by the receiving PARTY;
- (f) personal information provided by an individual when such information is being used for the purpose for which it was previously disclosed or any other purpose permitted by Law;

0.01.11 Creditor

means, as the case may be, an individual creditor, a group of creditors or all of the creditors regarding the Business as at the Effective Date as well as any new creditor related thereto after such date, until the Closing Date;

OFFEROR	OFFEREE