

# OFFER TO PURCHASE SHARES (Long Form)

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SHARE PURCHASE OFFER, submitted 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), 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

V2.1 (To be added following V2, if applicable), represented by ..... (name of representative), its ..... (title of representative), duly authorized for the purposes hereof, as he/she so declares;

OR

V2.2 (To be added following V2, if applicable), represented by ..... (name of representative), its ..... (title of representative), duly authorized for the purposes hereof as indicated in the resolution of the sole director [OR board of directors], attached hereto as Schedule A;

OR

V3 ..... (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] exercising 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

Table with 2 columns: OFFEROR, BENEFICIARY

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], attached hereto as Schedule A;

[ACTING FOR AND ON BEHALF OF A CORPORATION TO BE INCORPORATED;]  
HEREINAFTER REFERRED TO AS THE "OFFEROR";

TO: ..... (identify beneficiary);

HEREINAFTER REFERRED TO AS THE "BENEFICIARY";

HEREINAFTER COLLECTIVELY REFERRED TO AS THE "PARTIES".

RECITALS

- (A) The BENEFICIARY is the owner of a business located at ....., in the City of ....., Province of ....., operating under the business name ..... (hereinafter referred to as the "Corporation");
- (B) The OFFEROR, after performing a preliminary analysis of the Corporation, wishes to purchase the entirety of its shares;

NOW THEREFORE, THE OFFEROR SUBMITS THE FOLLOWING OFFER TO THE BENEFICIARY:

0.00

INTERPRETATION

0.01 Definitions

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:

OFFEROR	BENEFICIARY

**0.01.01 Activities**

means, regarding the OFFEROR, ..... (describe its principal business activities) and, regarding the BENEFICIARY, ..... (describe its principal business activities);

**0.01.02 Accounts Receivable**

means any account receivable owing to the Corporation for any Products or Services or any combination thereof that it provided to a Client, to whom the account has been forwarded and who has not objected thereto, which is less than NINETY (90) days outstanding;

**0.01.03 Adverse Event**

means any event that is likely to have a materially adverse effect on the Corporation, its Subsidiaries or Affiliates, including a materially adverse effect on their finances, Activities, shareholders' equity, operating income or their prospects;

**0.01.04 Affiliates**

means any legal person or partnership in which the Corporation has any interest whatsoever without, however, having the Control thereof;

**0.01.05 Articles**

means the articles appended to the certificates of incorporation of the Corporation as well as those appended to any certificate of amendment or amalgamation, as appears in Schedule 0.01.05 attached hereto;

**0.01.06 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;

**0.01.07 Breach**

means:

- (a) any misrepresentation, inaccuracy, error, or failure to disclose; or

OFFEROR	BENEFICIARY