

OFFER TO PURCHASE
(a commercial building)

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

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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 purchase from the Seller a commercial building, subject to the following terms and conditions;

WHEREAS the Offeror wishes to confirm his offer to purchase in writing;

WHEREAS the Offeror is vested with the powers and is duly qualified to enter into and perform this offer to purchase;

NOW THEREFORE, THE OFFEROR HERETO 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 with all clauses, conditions and stipulations herein, the Offeror offers to purchase from the Seller the building (including the structures, fixtures and plants erected on the site) which complete designation and address read as follows:

.....
(hereinafter referred to as the "Building").

3.00 CONSIDERATION

O3 3.01 Purchase Price

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

O4 3.02 Terms and Conditions of Payment

The aforesaid purchase price shall be payable as follows:

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a) Initial Deposit

The Offeror remits, together with this Offer to Purchase, a cheque payable to, Notary (hereinafter referred to as the "Instrumenting Notary") in trust in the amount of dollars (\$.....), as initial deposit and cashable if this Offer to Purchase is accepted by the Seller. \$.....

b) Taking over the Existing Hypothec(s)

The Offeror shall take over the following hypothec(s), for the benefit of the Seller:
..... \$.....
..... \$.....
..... \$.....

c) Cash Payment

When signing the Sale Agreement, the Offeror shall pay the sum of dollars (\$.....) dollars by certified cheque payable to the Instrumenting Notary in trust. \$.....

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d) Balance of Sale Price

The Offeror shall pay to the Seller the balance of sale price, in the amount of dollars (\$.....), bearing interest at the rate of per cent (.....%) annually, from the date of signing the Sale Agreement and payable as follows:
This balance of sale price may be paid at any time, in whole or in part, without any penalty. In addition, it shall be guaranteed by a hypothec and a right of resolution. \$.....

TOTAL: \$.....

4.00 SPECIAL PROVISIONS

4.01 Applicable Taxes

The total purchase price of the Building shall include all taxes due under any fiscal law.

4.02 Representations and Guarantees of the Seller

In accepting this Offer to Purchase, the Seller represents and guarantees the following to the Offeror. In addition, the Seller acknowledges that 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) The Seller is the sole owner of the Building;
- b) The Seller has the right and the capacity to own the Building and can freely dispose of it;
- c) The Seller is not involved in any agreement which could affect his rights as to the Building;
- d) The Seller is not involved in any lease agreement related to existing equipment in the Building or attached to it, save and except: which the Offeror shall continue to assume;
- e) The Building is free and clear of all hypothecs, claims, sureties, assignments, seizures or other whatever obligations that could encumber it, save and except: which shall be paid out from the sale price amount and cancelled or taken over as mentioned above;
- f) The hypothecs which the Offeror proposes to take over are transferable and the written authorizations of the concerned creditors shall be obtained by the Seller prior to the signing of the Sale Agreement;

Offeror	Seller

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