

Clauses

Brokerage Contract

Agreement for offering the immovable for sale by the client

The owner could offer his IMMOVABLE for sale. Should the seller himself find a buyer, the remuneration indicated in clause 7.1 of the exclusive brokerage contract will be reduced to _____% of the sale price or \$_____.

Notwithstanding the foregoing, there will be no decrease of remuneration should:

- a) one or many promises to purchase be presented through real estate brokers, including the broker(s) identified in the exclusive brokerage contract, concurrently with a promise to purchase submitted directly by a buyer; or
- b) should the buyer choose to be represented by his own real estate broker.

In this case, the owner will pay the remuneration specified in clause 7.1 of the exclusive brokerage contract.

The owner-seller agrees to notify immediately the agency or broker identified in the exclusive brokerage contract before accepting or refusing any promise to purchase submitted directly by a buyer. If applicable, the broker will complete the required forms.

The owner-seller agrees not to advertise any condition other than those contained in the exclusive brokerage contract, including the price, in any representations or advertisement he may make.

Conforming promise to purchase - Additions to the detailed description sheet

This is not an offer or promise to sell that could bind the seller to the buyer, but an invitation to submit promises to purchase.

Designated persons excluded from the brokerage contract for a determined period

This brokerage contract does not apply regarding any promise to purchase presented on the IMMOVABLE by the person(s) hereinafter designated and accepted by the SELLER within _____ days following the signing of the brokerage contract: _____.

The SELLER undertakes to keep the AGENCY, or the BROKER informed without delay, in writing, if such a promise to purchase is received.

As soon as all the conditions of this accepted promise to purchase have been fulfilled, with the exception of the signing of the deed of sale and the payment of the purchase price, the SELLER shall notify the AGENCY or the BROKER without delay, in writing. This contract shall be terminated by operation of law as of the receipt by the AGENCY or the BROKER of this written notice, and no remuneration referred to in clause 7.1 of the brokerage contract will be due to the AGENCY or the BROKER by the SELLER.

Instructions regarding the consideration period of a promise to purchase

The SELLER instructs the AGENCY or the BROKER to inform the buyers, or the brokers representing them, that he agrees not to respond to any promise to purchase received concerning the IMMOVABLE before _____ at _____:_____.

No remuneration claim in case of a remuneration sharing agreement

Notwithstanding the remuneration indicated in clause 6.1 of this contract, the AGENCY or the BROKER will not be entitled to any remuneration from the BUYER in case he is entitled to receive remuneration from another agency or broker under a remuneration sharing agreement.

Notice of termination of the Exclusive brokerage contract – Purchase

The AGENCY or the BROKER became aware that the BUYER intends to make a proposal to purchase, lease or exchange an immovable covered by another contract entered into by the AGENCY or the BROKER for the purposes of its sale, lease or exchange.

In accordance with section 29.1 of the Real Estate Brokerage Act (CQLR, c. C-73.2), the AGENCY or the BROKER notifies the BUYER that the brokerage contract identified in section M1 is terminated by operation of law as of the date this notice is sent or delivered. The AGENCY or the BROKER may not claim any remuneration following this notice of termination.

Therefore, section M6.1 does not apply to the form identified in section M1.

The AGENCY or the BROKER advises the BUYER, following the notice of termination, to enter into a new contract to purchase or lease the immovable with another real estate broker or agency.

Notice regarding the exception applicable in a situation of double representation

1. NOTICE REGARDING THE EXCEPTION APPLICABLE IN A SITUATION OF DOUBLE REPRESENTATION

The AGENCY or the BROKER became aware that the BUYER intends to make a proposal to purchase, lease or exchange an immovable, while this immovable is covered by another contract entered into by the AGENCY or the BROKER for the purposes of its sale, lease or exchange.

In accordance with section 16.1 of the Regulation respecting brokerage requirements, professional conduct of brokers and advertising (c. C-73.2, r.1), the AGENCY or the BROKER informs the BUYER that they are not required to terminate the brokerage contract identified in section M1 because an exception applies:

- there is no other broker or agency whose establishment is situated within a 50-kilometre radius of the immovable for which the BUYER intends to make a proposal to purchase, lease or exchange that immovable who may act as the buyer's intermediary.

- the broker through whom the AGENCY is acting under the contract relating to the sale, lease or exchange of the immovable is not the broker through whom the AGENCY represents the BUYER under the brokerage contract identified in section M1.

2. BUYER'S REPLY

- The BUYER declares having read, understood this notice and agrees that the AGENCY or the BROKER may continue to represent him under the brokerage contract identified in section M1.

IMPORTANT: If the AGENCY or the BROKER fails to receive the BUYER's written consent before the BUYER makes a proposal to purchase, lease or exchange the immovable, the brokerage contract identified in section M1 shall be deemed to be terminated by the AGENCY or the BROKER on the date this notice is sent or delivered, and no remuneration can be claimed. In this case, it is recommended that the BUYER enter into a new contract to purchase or lease the immovable with another real estate broker or agency.

If the BUYER does not make a proposal to purchase, lease or exchange the immovable, the AGENCY or the BROKER shall continue to represent the BUYER under the brokerage contract identified in section M1.

Physical preparation of the premises and other deadlines

The parties agree to postpone the marketing of the IMMOVABLE and the sending of information about the IMMOVABLE to subscribers of information listing services (clause 6.1) no later than _____ 20__ for any of the following reasons that delay the marketing of the IMMOVABLE:

- the physical preparation of the premises is underway;
- the broker's verification of the accuracy of certain information following the signing of the brokerage contract is delayed for reasons beyond his control.

Postponing information dissemination and marketing is at the SELLER's express request.

The SELLER understands that the BROKER or the AGENCY will not carry out any promotional activities to offer the IMMOVABLE for sale, including any advertising, listing on an information listing service, installation of a sign or visit to the IMMOVABLE before the date scheduled for disseminating information and marketing indicated above.

The contract shall remain in effect for all other rights and obligations set out thereunder.

Place where a possible recourse shall be exercised

In the event of a dispute arising from the obligations of the AGENCY or the BROKER under this CONTRACT, the parties irrevocably agree that any recourse against the AGENCY or the BROKER shall be exercised exclusively in the courts of Québec.

Reduced Compensation

If a promise to purchase is submitted through the BROKER or the broker representing the AGENCY identified in section 1 during the term of the contract and in fact leads to the sale of the IMMOVABLE, the broker undertakes to only claim from the SELLER a remuneration amount of _____ percent (____%) of the selling price or a lump sum of _____ dollars (\$_____). Notwithstanding the foregoing, there shall be no reduction in remuneration in the event that one or several promises to purchase are submitted through other agencies or brokers, concurrently with a promise to purchase submitted through the BROKER or the broker representing the AGENCY identified in section 1.

Reduced remuneration in case of promise to purchase by a designated person

Note to the broker: Included in the recommended form Annex RCOM-Reduced compensation

Warning to the buyer - double representation – To be inserted to section 10.1 of the BCP

WARNING

The Act provides that an AGENCY or BROKER must terminate a brokerage contract to purchase an immovable when the AGENCY or BROKER learns that the BUYER intends to formulate a proposal with a view to purchasing, leasing or exchanging an immovable that is the subject of another contract entered into by the broker or the agency, except in cases where:

- There is no other broker who has his establishment situated within a 50 kilometre radius of the immovable in question;
- The BUYER and the SELLER are bound to the same licensee because they have contracts binding them to the same agency, but where the BUYER and the SELLER are in fact served by different brokers, both bound to that agency.

Therefore, the contract identified above will be terminated prior to its end date by the AGENCY or the BROKER if this situation occurs and none of the aforementioned exceptions applies.

In such a case, the AGENCY or the BROKER will no longer be able to represent or defend the BUYER's interests. The AGENCY or the BROKER will represent only the seller and it will be recommended that the BUYER enlist the services of another agency or broker to represent him.

Brokerage Contract Modifications

Off the Market

The parties agree to take the IMMOVABLE off the market. Consequently, the BROKER or the AGENCY shall suspend all activities for the purpose of selling the IMMOVABLE, including all advertising. The contract shall remain in effect until its expiration as pertains to all other rights and obligations set out thereunder.

Enterprise Sale

Exclusive brokerage contract – Sale of an enterprise excluding any immovable published by the ACAIQ for the sale of an e

In case of dispute between the AGENCY or the BROKER and the SELLER, the Organisme d'autoréglementation du courtage immobilier du Québec may act as conciliator or mediator upon request by the parties. The OACIQ may also arbitrate between the AGENCY or the BROKER and the SELLER.

Purchase of an enterprise with immovable part 1 of 2

E1. PURCHASE OF AN ENTERPRISE E1.1 The IMMOVABLE is an asset of the ENTERPRISE described hereafter, also covered by the promise to purchase. E1.2 The price indicated in clause 4.1 of the promise to purchase includes all the assets of the ENTERPRISE hereinafter mentioned. This price is set subject to the final value of the merchandise determined in accordance with the provisions of E3.1 below. E1.3 Except if otherwise indicated or in case of incompatibility, the provisions of the promise to purchase apply to the purchase of the ENTERPRISE and the term « IMMOVABLE » shall be interpreted as designating the IMMOVABLE and the ENTERPRISE. E1.4 The amount indicated in clause 5.2 of the promise to purchase includes, in addition to the new hypothecary loan as per clause 6.1 of the promise to purchase, the amount of any other loan mentioned in E4.1 below. E1.5 The amount indicated in clause 5.5 of the promise to purchase includes, in addition to the balance of sale price secured by immovable hypothec as per section F2.4 of Annex F - Financing, any additional balance of sale price in E5.1 below. E2. SUMMARY DESCRIPTION OF THE ENTERPRISE E2.1 The enterprise is known and operated under the name:

_____ and is located at the following address:

_____ (hereinafter called the

ENTERPRISE) E2.2 In the case of an enterprise operated in an immovable under a lease, the monthly rent is: _____ and the lease expires on _____. No notice liable to modify the lease has

been sent by either party and no proceedings are pending. E2.3 [] The lease has been recorded in the land register. E3. SELLING PRICE AND ADDITIONAL CONDITIONS E3.1 The selling price indicated in clause

_____ of the promise to purchase breaks down as follows: 1° the IMMOVABLE described in clause _____ of the promise to purchase evaluated at \$ _____; 2° the name and goodwill evaluated at:

\$ _____; 3° all movable property, apparatus and equipment used for operating the

ENTERPRISE evaluated at: \$ _____; 4° all merchandise inventories, the value of which is computed at _____ % of the cost paid for each merchandise, the whole evaluated at

approximately: \$ _____; The final value shall be determined at the inventory taken jointly by the

parties before the signing of the deed of sale. E3.2 Included in the sale, where applicable, are: 1° name; 2° goodwill; 3° all rights and privileges related to the identification of the ENTERPRISE (telephone numbers,

signs, advertising, trademarks, etc.); 4° the IMMOVABLE; 5° all movable property, apparatus and equipment used for operating the ENTERPRISE. E3.3 Excluded from the sale, where applicable, are: 1° receivables; 2°

payables; 3° bank accounts; 4° movable property and merchandise on consignment (see attached list). E3.4

Date or deadline for taking charge of operation: _____

Purchase of an enterprise with immovable part 2 of 2

E4. NEW LOAN E4.1 In addition to what is indicated in clause 6.1 of the promise to purchase concerning the obtaining of a loan secured by hypothec on the IMMOVABLE, the BUYER undertakes to take in good faith, as soon as possible and at his expense, all necessary steps to obtain an additional loan of \$

_____ under terms satisfactory to the BUYER. E4.2 The BUYER undertakes to notify the SELLER in writing before _____ that this condition is met or that he is waiving this

condition. Failing this, the promise to purchase shall become null and void. E5. ADDITIONAL BALANCE OF SALE PRICE E5.1 In addition to what is indicated in section F2.4 Annex F - Financing concerning the

balance of sale price secured by hypothec on the IMMOVABLE, the BUYER shall reimburse to the SELLER an additional balance of sale price of \$ _____, which shall be secured by:

_____ ; this balance of sale price shall bear interest at the rate of % _____ per year, and shall be payable as follows:

_____ The BUYER

shall have the right at any time to reimburse in advance, without penalty, all or part of the balance, as long as such reimbursement is by instalments of \$ _____ or multiple thereof. E6. ADDITIONAL

DECLARATIONS OF THE BUYER E6.1 The BUYER declares that he has acquainted himself with the individual employment contracts, certification and collective agreements covering the SELLER's staff, where

applicable, and agrees to respect them in accordance with the provisions of labour law governing the disposal or total or partial assignment of commercial enterprises. E7. ADDITIONAL DECLARATIONS BY

THE SELLER E7.1 The SELLER also declares that: 1° he is not aware of any exclusivity clause which could affect the operation of the ENTERPRISE; 2° the ENTERPRISE is operated in accordance with current laws

and regulations; 3° the ENTERPRISE is operated in accordance with the lease of the premises where it is located, if applicable; 4° the name of the ENTERPRISE has been published in accordance with the law; 5°

he is not aware of the existence of any collective agreement governing labour relations of the ENTERPRISE, of any union certified therein, and that no action to obtain a certification or to conclude, execute or implement

a collective agreement is pending; 6° on this date, no claims are currently or may be pending for which the BUYER may be held jointly responsible with him under Section 96 of the Labour Standards Act (R.S.Q., c. N-1.1) (a list showing seniority and working conditions of employees shall be attached hereto); 7° the ENTERPRISE, including its merchandise inventories, apparatus and equipment is free of any loan, debt, obligation or security; 8° he is not aware of any non-compliance with environmental protection laws and regulations relating to movable property, apparatus and equipment used for operating the ENTERPRISE, merchandise inventories and the immovable in which the ENTERPRISE is operated. E7.2 The SELLER agrees, under penalty of an indemnity of \$ _____ per day of contravention, not to operate, directly or indirectly, within a radius of _____ km of the ENTERPRISE and for a period of _____ year(s) from the signing of the deed of sale, an enterprise in competition with the ENTERPRISE. E7.3 The SELLER agrees to make the ENTERPRISE available for occupancy and operation by the BUYER as of _____, and to remove therefrom any property not included in this promise to purchase, failing which the BUYER may have it removed at the SELLER's expense. E8. ADDITIONAL DECLARATIONS AND OBLIGATIONS COMMON TO THE BUYER AND THE SELLER E8.1 In addition to the adjustments set out in clause 11.3 of the promise to purchase, any adjustments, in connection with the ENTERPRISE, relating to taxes other than property taxes, permits, insurance premiums, fuel reserves, income and expenses relating to the ENTERPRISE, rents, lease agreements for apparatus and equipment as well as to the value of merchandise, shall be made as of _____.

Sale of an enterprise with an immovable part 1 of 2

E1. SALE OF AN ENTERPRISE E1.1 The IMMOVABLE is an asset of the ENTERPRISE described hereafter, also offered for sale under this contract. E1.2 The price indicated in clause 4.1 of the brokerage contract includes all the assets of the ENTERPRISE hereinafter mentioned. E1.3 Except if otherwise indicated or in case of incompatibility, the provisions of the brokerage contract apply to the sale of the ENTERPRISE and the term « IMMOVABLE » shall be interpreted as designating the IMMOVABLE and the ENTERPRISE. E1.4 Any promise to purchase shall concern both the IMMOVABLE and the ENTERPRISE. E2. SUMMARY DESCRIPTION OF THE ENTERPRISE E2.1 The enterprise is known and operated under the name: _____ and is located at the following address: _____ (hereinafter called the ENTERPRISE) E2.2 In the case of an enterprise operated in an immovable under a lease, the monthly rent is: _____ and the lease expires on _____. No notice liable to modify the lease has been sent by either party and no proceedings are pending. E2.3 [] The lease has been recorded in the land register. E3. SELLING PRICE AND ADDITIONAL CONDITIONS E3.1 The selling price indicated in clause 4.1 of the brokerage contract breaks down as follows: 1° the IMMOVABLE described in clause 3.1 of the brokerage contract evaluated at \$ _____; 2° the name and goodwill evaluated at: \$ _____; 3° all movable property, apparatus and equipment used for operating the ENTERPRISE evaluated at: \$ _____; 4° all merchandise inventories evaluated at approximately: \$ _____. The value of these inventories is computed at _____ % of the cost paid for each merchandise and the final value shall be determined at the inventory taken jointly by the parties before the signing of the deed of sale. E3.2 Existing loan, debt, obligation or security on the enterprise, excluding the immovable but including merchandise inventories, apparatus and equipment: _____

_____ The costs related to repayment of any debt and cancellation of any hypothec shall be borne by the SELLER. E3.3 Included in the sale, where applicable, are: 1° name; 2° goodwill; 3° all rights and privileges related to the identification of the ENTERPRISE (telephone numbers, signs, advertising, trademarks, etc.); 4° the IMMOVABLE; 5° all movable property, apparatus and equipment used for operating the ENTERPRISE. E3.4 Excluded from the sale, where applicable, are: 1° receivables; 2° payables; 3° bank accounts; 4° movable property and merchandise on consignment (see attached list). E3.5 Date or deadline for taking charge of operation: _____

Sale of an enterprise with an immovable part 2 of 2

E4. ADDITIONAL DECLARATIONS BY THE SELLER E4.1 The SELLER also declares that: 1° he is not aware of any exclusivity clause which could affect the operation of the ENTERPRISE; 2° the ENTERPRISE is operated in accordance with current laws and regulations; 3° the ENTERPRISE is operated in accordance with the lease of the premises where it is located, if applicable; 4° the name of the ENTERPRISE has been published in accordance with the law; 5° he is not aware of the existence of any collective agreement governing labour relations of the ENTERPRISE, of any union certified therein, and that no action to obtain a certification or to conclude, execute or implement a collective agreement is pending; 6° he is not aware of any non-compliance with environmental protection laws and regulations relating to movable property, apparatus and equipment used for operating the ENTERPRISE, merchandise inventories and the immovable in which the ENTERPRISE is operated. E5. ADDITIONAL OBLIGATIONS OF THE SELLER E5.1 In addition to what is indicated in clauses 8.6 to 8.8 of the brokerage contract, the SELLER shall provide to the AGENCY or the BROKER, upon request, the following documents in his possession relating to the ENTERPRISE: document relating to loans and security, collective agreement, inventory of movable property, franchise contract, permit, list of creditors, documents concerning the operations and profitability of the ENTERPRISE, declaration of registration and, generally, any document concerning the ENTERPRISE. In addition to what is indicated in clause 8.12 of the brokerage contract, the SELLER shall provide to the buyer, upon request, the above documents in his possession. E5.2 The SELLER gives the AGENCY or the BROKER the exclusive right to obtain from the owner of the immovable where the ENTERPRISE is operated any information or document pertaining to the immovable.

Others

<p><u>Exclusion of legal warranty of quality - Exclusion clause on certain components of the immovable</u> This sale is made without any legal warranty of quality from the seller as pertains to _____ (describe the excluded component(s)).</p>
<p><u>Exclusion of legal warranty of quality - Exclusion clause specific to the immediate seller</u> This sale is made without any legal warranty of quality from the seller; however, the buyer does not waive the legal warranties granted by previous owners and received by the seller upon purchase of the property, which are hereby assigned to the buyer.</p>
<p><u>Exclusion of legal warranty of quality – Total exclusion clause</u> This sale is made without any legal warranty of quality, at the buyer's own risk.</p>
<p><u>Release and Discharge</u> In consideration of the payment of \$ _____ on this day by _____ (payer) for _____ (describe the reason of the payment), _____ (payee) hereby releases and discharges the payer, as well as all of its officers, representatives, agents, employees or persons authorized to act on its behalf, from any and all claims of any nature that may be associated therewith, and waives all rights and remedies with respect thereto.</p>
<p><u>Exclusion of Warranty for Fireplaces, Stoves, Combustion Appliances and Chimneys</u> The stove(s), fireplace(s), combustion appliance(s) and chimney(s) are sold without any warranty with respect to their compliance with applicable regulations and insurance company requirements.</p>
<p><u>Security deposit - Lease of a property as a vacation resort only</u> With this promise, the LESSEE pays the sum of _____ dollars (\$ _____) as security deposit made by cheque to the order of _____ (name of broker receiving the sum) in trust, hereinafter called the TRUSTEE. Upon signing of the lease, the TRUSTEE shall deposit the cheque in a trust account until disposed of in accordance with this clause. The purpose of the deposit is to guarantee the LESSEE's obligation to surrender the PREMISES, including furnishings and other accessories, in the condition in which they were received, except for changes resulting from normal aging, wear and tear or superior force, and final payment of any sum due to the LESSOR under the lease, including any charge assumed by the LESSEE. The LESSOR shall have 5 days following the expiry of the lease to verify that the obligations under this clause have been fulfilled and, in case of non-fulfilment, to notify the TRUSTEE in writing not to refund the deposit to the LESSEE. After this deadline and in the absence of a notice from the LESSOR, the TRUSTEE shall refund the deposit to the LESSEE. Otherwise, the TRUSTEE shall only dispose of the deposit in accordance with the written instructions of the parties or an order of the court.</p>

Promise to Purchase

<p><u>Acceptance including notification clause</u> The BUYER and the SELLER declare that their consent is not the result of any representation or condition not contained in this promise to purchase. The BUYER is irrevocably committed until ____:____ on _____. If the SELLER accepts this promise within this deadline, acceptance shall be notified to the BUYER within _____ hours following the expiration of the deadline. If the SELLER does not accept it within this deadline, or if the BUYER is not notified of the acceptance within this deadline this promise to purchase shall become null and void. However, if the promise is accepted and notification is received within the deadline, this promise to purchase shall constitute a contract that is legally binding on the parties. A refusal by the SELLER shall render this promise to purchase null and void. A counter-proposal by the SELLER shall have the same effect as a refusal.</p>
<p><u>Buyer's participation in the enterprise's operations</u> This promise to purchase is conditional to the BUYER being able to participate in the ENTERPRISE's operations for a period of _____ days, to begin on _____ at the latest, according to the following terms: _____. To this effect, the SELLER agrees, during this period, to remain at the BUYER'S disposal and to provide him with all the information and support he needs to participate in ENTERPRISE's operations. If, at the end of the period stipulated above, the BUYER is not satisfied, he may cancel this promise to purchase by sending a written notice to this effect to the SELLER within seven (7) days after the expiration of the period. This promise to purchase shall become null and void from the moment such notice is received by the SELLER. Should the BUYER fail to notify the SELLER within the deadline specified, he will be deemed to have waived this condition.</p>
<p><u>Cancellation of the buyer's second-ranking counter-proposal (3.29a.1) – To be inserted in BUYER's CP form</u> The BUYER may present another promise to purchase on a different property, despite the acceptance of this promise to purchase PP-----. At any time prior to the BUYER's receipt of the SELLER's notice referred to in clause P2.4 of this counter-proposal CP-----, the BUYER may cancel the promise to purchase PP----- by notifying the SELLER in writing of his decision. This promise to purchase PP----- shall become null and void upon receipt by the SELLER of said written notice from the BUYER.</p> <p>Should the BUYER fail to notify the SELLER that he is rendering the said promise to purchase PP----- null and void within the time period and in the manner specified above, he shall be deemed to have waived this privilege.</p>
<p><u>Cancellation of the second-ranking promise to purchase (3.29a) - To be entered in Annex R (R3.1) or CP form (P2.3.4)</u> The BUYER may present another promise to purchase on a different property, despite the acceptance of this promise to purchase.</p>

At any time before the BUYER receives the SELLER's notice within the period specified in clause R2.4 of Annex R - Residential immovable of this promise to purchase, the BUYER may cancel this promise to purchase by notifying the SELLER in writing of his decision by any means providing proof of receipt. This promise to purchase shall become null and void upon receipt by the SELLER of said written notice from the BUYER.

Should the BUYER fail to notify the SELLER that he is rendering this promise to purchase null and void within the time period and in the manner specified above, he shall be deemed to have waived this privilege.

Cancellation of the subsequent promise to purchase (3.29b) – To be inserted in clause 12.1 of the PP or PPD form

This promise to purchase is conditional upon the cancellation by the BUYER of any other promise to purchase pertaining to a different property he has accepted.

The BUYER undertakes to notify the SELLER in writing, within five (5) days following acceptance of this promise to purchase and prior to the fulfilment of the conditions set out therein, excluding this condition:

- a. that this condition is fulfilled;
- or
- b. he renders this promise to purchase null and void.

Should this condition be fulfilled, and notwithstanding the deadlines set out in this promise to purchase, these deadlines, except for the above-mentioned deadline, shall begin to run upon receipt by the SELLER of the BUYER's written notice.

Should the BUYER fail to notify the SELLER within the time period and in the manner specified above, this promise to purchase shall become null and void.

Chimney inspection

The BUYER may, at his expense, have the chimney(s) inspected by an expert, within _____ days following acceptance of this promise to purchase. If the BUYER is not satisfied with the inspection report and wishes to cancel this promise to purchase for that reason, he shall notify the SELLER in writing and give him a copy of the inspection report within four (4) days following the expiration of the above deadline. This promise to purchase shall become null and void from the time of receipt of such notice by the SELLER together with a copy of the inspection report. Should the BUYER fail to give notice to the SELLER within the specified time period and in the manner described above, he shall be deemed to have waived this condition.

DB-certified stone

(To be used when the property was built after April 1999 and the SELLER has in his possession a delivery slip proving that the backfill materials used in the immovable is DB-certified stone) The SELLER shall give the BUYER, within _____ days following acceptance of this promise to purchase, a copy of the delivery slip proving that the backfill materials used in the basement and, if applicable, the garage of the IMMOVABLE, are DB-certified stone. If the BUYER is not completely satisfied with the delivery slip, the BUYER shall be able to cancel this promise to purchase by notifying the SELLER in writing within four (4) days following the expiration of the above deadline. This promise to purchase shall become null and void from the time of receipt of such notice by the SELLER. Should the BUYER fail to give notice to the SELLER within the time period and in the manner specified above, he shall be deemed to have waived this condition.

Earnest money agreement

With this promise to purchase, the BUYER remits to the intermediary referred to above, as earnest money, the sum of _____ dollars (\$ _____) by cheque payable to the order of _____ "in trust" (hereinafter called the TRUSTEE). If applicable, this sum shall be applied against the purchase price at the signing of the act of sale. Following acceptance of this promise to purchase, the cheque may be certified and shall be given to the TRUSTEE, who shall deposit it into a trust account until it is disposed of in accordance with this clause. As soon as he has deposited that sum into a trust account, the TRUSTEE shall give the depositor a receipt. The BUYER or the SELLER shall make this promise to purchase null and void by written notification to this effect to the other party before _____. When the option is exercised by the BUYER, the TRUSTEE shall immediately remit this sum, without interest, to the SELLER. When the option is exercised by the SELLER, the TRUSTEE shall immediately reimburse this sum to the BUYER and the SELLER shall pay to the BUYER, without delay, an additional sum equal to this sum. This promise to purchase shall become null and void from the time of receipt by the BUYER or the SELLER, as applicable, of the entire sum due. Should this promise to purchase become null and void by virtue of another clause under this promise to purchase, the TRUSTEE shall immediately reimburse to the BUYER the sum mentioned, without interest.

General clause by which a sum is withheld by the notary to guarantee an obligation by the seller

The SELLER agrees to _____, by _____ at the latest.

In order to guarantee the performance of this obligation, the parties instruct the acting notary to withhold from the proceeds of the sale the amount of \$ _____ and to keep this amount in trust until such time as this condition is fulfilled. This amount shall be remitted to the SELLER by the notary once the SELLER's obligation is fulfilled and the BUYER has declared himself satisfied therewith in accordance with the conditions set out in a withholding agreement that may be signed at the request of the acting notary.

Should the SELLER fail to fulfill this obligation in the manner and within the time period specified above and in accordance with the provisions of the withholding agreement if any, the parties hereby instruct the notary to remit the above amount to the BUYER without further notice or delay.

Geotechnical expertise (landslide restriction zones)

The parties acknowledge that the IMMOVABLE is located in a landslide restriction zone. Therefore, the BUYER may, at his own expense, have a geotechnical expertise conducted by a qualified expert to determine if it is possible to carry out safely the following structures, works or uses on the IMMOVABLE:

The BUYER shall obtain the results of this expertise within _____ days following acceptance of the promise to purchase at the latest. If the BUYER is not completely satisfied with the expert report or if he has not received a copy of it within the specified period and wishes to cancel the promise to purchase for this reason, he shall notify the SELLER in writing within four (4) days following the expiry of the above time period. The promise to purchase shall become null and void from the time of receipt of such notice by the SELLER. Should the BUYER fail to notify the SELLER within the time period and in the manner specified above, he shall be deemed to have waived this condition.

Inspection to the buyer's satisfaction

The BUYER may, at his expense, have the immovable inspected by a building inspector or a professional within _____ days following acceptance of the promise to purchase. At his sole discretion, if he wishes to cancel the promise to purchase, he shall notify the SELLER, in writing, and shall give him a copy of the inspection report within four (4) days following the expiration of the above deadline. The promise to purchase shall become null and void upon receipt, by the SELLER, of this notification together with a copy of the inspection report. Should the BUYER fail to notify the SELLER within the time period and in the manner specified above, he shall be deemed to have waived this condition.

Insurance commitment

The BUYER promises to undertake, in good faith and at his expense, the necessary steps to obtain, within _____ days following acceptance of this promise to purchase, a commitment from an insurer to insure the IMMOVABLE. If the BUYER is unable to obtain this commitment and wishes to cancel this promise to purchase for that reason, he shall notify the SELLER in writing and give him a copy of the insurer's refusal notice within four (4) days following the expiration of the above deadline. This promise to purchase shall become null and void from the time of receipt of such notices by the SELLER. Should the BUYER fail to give notice to the SELLER within the specified time period and in the manner described above, he shall be deemed to have waived this condition.

Lease termination agreement

We, the undersigned, _____ lessee 1 _____ lessee 2 (if applicable) residing at _____ COMPLETE ADDRESS OF DWELLING acknowledge that we are aware of our right to maintain occupancy of the leased premises under the terms of the Civil Code of Québec. However, having been granted a reflection period and after duly considering the personal, family and economic implications thereof, we hereby accept to terminate the lease on _____ (date) and to vacate the dwelling for occupancy by the new owner(s) on that date as of _____ o'clock. In exchange, we accept monetary compensation in the amount of \$ _____, to be paid by the current owner(s) on _____ (date) and hereby release the new owner(s) of any responsibility in this regard. The lessee acknowledges having read and understood this agreement and having received copy thereof. Signed in _____ on _____ at _____ o'clock. _____ LESSEE 1 _____ PERSON WHO HAS THE RIGHT TO MAINTAIN OCCUPANCY (IF APPLICABLE) _____ LESSEE 2 (IF APPLICABLE) _____ PERSON WHO HAS THE RIGHT TO MAINTAIN OCCUPANCY (IF APPLICABLE) _____ OWNER Acknowledgement of receipt The buyer acknowledges receipt of a copy of this agreement. Signed in _____ on _____ at _____ o'clock. _____ Buyer 1 Buyer 2 (if applicable) _____ Witness

Lease termination agreement at the buyer's expense

We, the undersigned, _____ lessee 1 _____ lessee 2 (if applicable) residing at _____ (FULL ADDRESS OF DWELLING) acknowledge that we are aware of our right to maintain occupancy of the leased premises under the terms of the Civil Code of Québec. However, having been granted a reflection period and after duly considering the personal, family and economic implications thereof, we hereby accept to terminate the lease on _____ (date) and to vacate the dwelling for occupancy by the new owner(s) on that date as of _____ o'clock. In exchange, we accept monetary compensation in the amount of \$ _____, to be paid by the BUYER on _____ (date) and hereby release the current owner(s) of any responsibility in this regard. The lessee acknowledges having read and understood this agreement and having received copy thereof. Signed in _____ on _____ at _____ o'clock. _____ Lessee 1 Person who has the right to maintain occupancy (if applicable) _____ Lessee 2 (if applicable) Person who has the right to maintain occupancy (if applicable) _____ Owner 1 _____ Owner 2 _____ Buyer 1 _____ Buyer 2 (if applicable)

Lease termination agreement conditional upon the fulfilment of the conditions set out in the promise to purchase

We, the undersigned, _____ lessee 1 _____
lessee 2 (if applicable) residing at _____ (COMPLETE ADDRESS
OF DWELLING) acknowledge that we are aware of our right to maintain occupancy of the leased premises
under the terms of the Civil Code of Québec. However, having been granted a reflection period and after
duly considering the personal, family and economic implications thereof, we hereby accept to terminate the
lease on _____ (date) and to vacate the dwelling for occupancy by the new owner(s) on that
date as of _____ o'clock. In exchange, we accept monetary compensation in the amount of
\$ _____, to be paid by the current owner(s) on _____ (date) and hereby release the new
owner(s) of any responsibility in this regard. This agreement is conditional upon the fulfilment of conditions
set out in the PP_ _ _ _ _ , excluding the signing of the deed of sale at the notary, no later than
_____. The owner shall notify the tenants, in writing, within four (4) days following this date of
the fulfilment of conditions set out in this promise or of its cancellation. Should the landlord fail to notify the
tenants within the time period and in the manner specified above, this lease termination agreement shall be
deemed enforceable. The lessee acknowledges having read and understood this agreement and having
received copy thereof. Signed in _____ on _____ at _____
o'clock. _____ LESSEE 1 PERSON WHO HAS THE
RIGHT TO MAINTAIN OCCUPANCY (IF APPLICABLE) _____
_____ LESSEE 2 (IF APPLICABLE) PERSON WHO HAS THE RIGHT TO
MAINTAIN OCCUPANCY (IF APPLICABLE) _____ OWNER 1
_____ OWNER 2 Acknowledgement of receipt The buyer acknowledges receipt of a
copy of this agreement. Signed in _____ on _____ at _____
o'clock. _____ Buyer 1 Buyer 2 (if applicable)
_____ Witness

Obtainment of the certificate of location within the specified time frame

This promise to purchase is conditional upon the SELLER sending to the BUYER the certificate of location
representing the current state of the immovable within _____ days following the acceptance of this
promise to purchase. If the buyer does not receive the certificate of location within the specified time period
and wishes to make this promise to purchase null and void for this reason, he should notify the SELLER in
writing within four (4) days following the expiry of the time period mentioned above. This promise to
purchase shall become null and void upon receipt of such notice by the SELLER. Should the BUYER fail to
give notice to the SELLER within the specified time period and in the manner described above, he shall be
deemed to have waived this specified time period.

Pool opening by seller

The SELLER agrees, at his own expense, to have the pool opened and ready for use according to good
trade practices before _____. In order to guarantee the fulfillment of this agreement, the
parties irrevocably instruct the acting notary to withhold from the proceeds of the sale the amount of
\$ _____ and to keep this amount in trust until such time as this condition has been
fulfilled. This amount shall be remitted to the SELLER by the notary once the pool opening has been
completed and the BUYER has declared himself satisfied therewith. Should the SELLER fail to fulfill this
obligation in the manner and within the time period specified above, the parties hereby instruct the notary to
remit the above amount to the BUYER without further notice or delay.

Property search by the seller

The SELLER promises to undertake in good faith and at his expense, as soon as possible following
acceptance hereof, the necessary steps to present a promise to purchase on an immovable and have it
accepted, and to fulfill all conditions thereof, excluding the signing of the act of sale in the presence of the
notary. Should the SELLER fail to fulfill this condition and wish to cancel this promise to purchase for this
reason, he shall notify the BUYER in writing within a period of _____ days following
acceptance hereof. This promise to purchase shall become null and void upon receipt by the BUYER of this
notification. Should the SELLER fail to notify the BUYER within the time period and in the manner provided
above, he shall be deemed to have waived this condition.

Radon Measurement Test

The parties instruct the acting notary to withhold from the proceeds of the sale an amount of \$ _____.
This amount shall be remitted to the BUYER if the report produced by a certified radon measurement
professional states, following a test to measure radon levels in the living space of the IMMOVABLE, that the
average annual radon concentration is equal or exceeds 200 Bq/m3 and if a copy of the report is submitted
to the SELLER within _____ days following the signing of the deed of sale. Failing which, the amount
shall be remitted to the SELLER, at the expiry of that time frame. The amount mentioned above is intended
to compensate the BUYER for the cost of work required to reduce the average radon levels in the living
space of the IMMOVABLE. Upon receipt of this amount, the BUYER waives any claim and any other
recourse in this regard. All costs and fees relating to the management of the amount withheld by the notary
shall be borne by the SELLER.

Sending of a notice

The parties expressly agree that the following method(s) shall be used as a method of transmission for the
notices required under clause(s) __ R2.2 __ R2.4 __ P2.4 __ L2.6, and also agree that despite stipulations
to the contrary, the periods indicated in these clauses shall start from the time of sending of said notices, the
date and time indicated on the document evidencing the transmission serving as proof: - email to the
following address: _____ - fax to the following number:
_____ - other

The parties also agree that a

copy of this notice shall be sent to the brokers representing the parties, via the same method, to the following addresses: _____. The sending of a copy to the brokers shall not relieve a party from the obligation to send the required notice to the party concerned.

Price Reduction

Following the pre-purchase inspection performed by _____ of the firm _____ on _____, the parties agree that the purchase price shall be reduced to \$_____ to account for the work to be performed for _____ (describe the work). The BUYER acknowledges that the legal warranty of quality shall not apply to the subject of this price reduction.

Swimming pool inspection

The BUYER agrees to have the swimming pool inspected by an expert within _____ days following acceptance of this promise to purchase. Should the inspection report reveal the presence of damages, deficiencies or noncompliance, other than of an aesthetic nature, and the BUYER wishes to cancel this promise to purchase for that reason, he shall notify the SELLER in writing and give him a copy of the inspection report within four (4) days following the expiration of the above deadline. This promise to purchase shall become null and void from the time of receipt of such notice by the SELLER together with a copy of the inspection report. Should the BUYER fail to give notice to the SELLER within the specified time period and in the manner described above, he shall be deemed to have waived this condition.

Tank and heating systems inspection

The BUYER may, at his expense, have the heating systems, including the tank, inspected within _____ days following acceptance of this promise to purchase. If the BUYER is not satisfied with the inspection report, he shall notify the SELLER in writing and give him a copy of the inspection report within four (4) days following the expiration of the above deadline. This promise to purchase shall become null and void from the time of receipt of such notice by the SELLER together with a copy of the inspection report. Should the BUYER fail to give notice to the SELLER within the specified time period and in the manner described above, he shall be deemed to have waived this condition.

Termination of a lease and release of the premises by the tenant

The SELLER undertakes to obtain, at his own expense, an agreement to terminate the lease concerning the dwelling located at _____ or to end the occupancy of the premises by the tenant (oral lease), the tenant's agreement to vacate the dwelling on or before _____, as well as the consent to the termination of the lease of any person who has the right to maintain occupancy. This lease termination agreement shall be conditional upon the fulfilment of all the conditions set out in the promise to purchase, excluding the signing of the deed of sale at the notary. The SELLER shall supply to the BUYER within _____ days following acceptance of this promise to purchase, a copy of documents evidencing the termination, the tenant's agreement to vacate the dwelling and the consent to the termination of the lease of any person who has the right to maintain occupancy. Failing which, the BUYER may cancel his promise to purchase by notifying the SELLER in writing within four (4) days following the expiry of the above-mentioned period. This promise to purchase shall become null and void from the time of receipt of such notice by the SELLER. Should the BUYER fail to notify the SELLER within the time period and in the manner specified above, he shall be deemed to have waived this condition. If the tenant or any other person who has the right to maintain occupancy fails to leave the premises on the date he undertook to do so, the BUYER may cancel his promise to purchase by notifying the SELLER in writing within four (4) days following that date. This promise to purchase shall become null and void from the time of receipt of such notice by the SELLER. Should the BUYER fail to notify the SELLER within the time period and in the manner specified above, he shall be deemed to have waived this condition.

Verification of zoning

The BUYER agrees to undertake in good faith, as soon as possible and at his expense, all necessary steps to obtain from the relevant authorities' confirmation that the purpose he plans to give the immovable complies with relevant zoning regulations. The BUYER agrees to notify the SELLER in writing, within _____ days of acceptance of this promise to purchase, that this condition has been met or is being waived. Receipt of such written notification within the specified time period shall fully satisfy this condition. In the absence of such notification within the specified time period, this promises to purchase shall become null and void.

Visit by the buyer

The BUYER may visit the immovable within _____ days following acceptance of this promise to purchase. If the BUYER is not completely satisfied with this visit and wishes to cancel this promise to purchase for that reason, he shall notify the SELLER in writing within two (2) days following the expiration of the above deadline. This promise to purchase shall become null and void from the time of receipt of such notice by the SELLER. Should the BUYER fail to give notice to the SELLER within the specified time period and in the manner described above, he shall be deemed to have waived this condition.

Visit of the immovable by the buyer

This promise to purchase is conditional upon a physical visit of the IMMOVABLE by the BUYER, at his entire satisfaction, within _____ days following acceptance of this promise to purchase. If, for any reason whatsoever, a visit of the immovable has not taken place within this period, this promises to purchase shall become null and void as of the expiration of the above-mentioned period.

If the visit takes place within the above-mentioned period and the BUYER is not completely satisfied with this visit and wishes to cancel this promise to purchase for that reason, he shall notify the SELLER in writing within _____ days following the expiration of the above deadline. This promise to purchase shall become null and void upon receipt of this notification by the SELLER. Should the BUYER fail to give notice to the

SELLER within the time period and in the manner specified above, he shall be deemed to have waived this condition.

Waiving an expertise

The buyer acknowledges having been informed of the problem described below and of his right to have an expert examination carried out, but has waived it: _____

Work to be performed by the seller

The SELLER agrees to have the following work done, at his expense, by a contractor who shall be approved by the BUYER and in accordance with the quote approved by each of the parties:

Any warranty provided by the contractor shall be transferable to the BUYER.

If, as of the date scheduled for the signing of the deed of sale, the work has not been completed or paid for, the parties instruct the acting notary to withhold from the proceeds of the sale:

- a sum of (\$) _____ ;
- a sum equal to the price indicated on the quote plus _____ % (minimum 25%). In such a case, a copy of the quote shall be attached hereto.

The acting notary may require that the SELLER and the BUYER sign a withholding agreement.

Once the work is completed, the notary shall pay from the sum withheld any sum then due to the contractor or in the order specified in the withholding agreement, if any, in exchange for an acquittance from the contractor and from any person identified in the withholding agreement.

The BUYER shall have any uncompleted work completed by _____ at the latest. The notary shall pay from the sum withheld any sum due on this date to the contractor or in the order specified in the withholding agreement, if any, in exchange for an acquittance from the contractor and any person identified in the withholding agreement. Upon submission of invoices, the notary shall also reimburse the BUYER, from the sum withheld, the cost of the work thus performed.

If, following payment of the contractor and, if applicable, reimbursement to the BUYER, a portion of the sum withheld remains, it shall be remitted to the SELLER.

Zoning change or permit

The BUYER agrees to undertake in good faith, as soon as possible and at his expense, all necessary steps to obtain from the relevant authorities a zoning change concerning the IMMOVABLE or a permit to allow: _____ The SELLER agrees to concur, if required, in any step on the part of the BUYER to obtain the above-mentioned permit or change. The BUYER agrees to notify the SELLER in writing, within _____ days following acceptance of this promise to purchase, that this condition has been met or is being waived. Receipt of such written notification within the specified time period shall fully satisfy this condition. In the absence of such notification within the specified time period, this promise to purchase shall become null and void.

Further Inspection

Following the receipt of the inspection report dated _____ from _____ of the firm _____ suggesting a more in-depth inspection of (identify the component or system to be inspected), the parties agree to amend the time period of _____ days provided for in the inspection clause _____ of the promise to purchase to a time period of _____ days in order to allow the BUYER to proceed with the suggested inspection.