

B1. REFERENCE TO THE PRINCIPAL CONTRACT

The conditions hereunder form an integral part of the promise to purchase PP- concerning the IMMOVABLE located at

ADDRESS

B2. OPTIONAL CONDITIONS

In this section, only the conditions marked by a check form an integral part of this annex.

B2.1 SALE OF THE BUYER'S IMMOVABLE This promise to purchase is conditional upon the sale of the BUYER's immovable located at _____ . The BUYER agrees to undertake in good faith, as soon as possible and at his expense, all necessary steps to satisfy this condition.

The BUYER agrees to notify the SELLER in writing, before _____ DATE _____ :

- a) that this condition has been satisfied. The BUYER shall forward his notification together with a copy of the agreement by a hypothecary lender to grant, without condition, any loan he has undertaken to obtain under this promise to purchase; or
- b) that he waives benefit of this condition. The BUYER shall be able to waive benefit of the current condition only if he demonstrates when the condition is waived that he has the necessary funds to cover the purchase price.

Receipt of such notification within this deadline along with, where applicable, the agreement from a hypothecary lender or proof of such funds, shall fully satisfy the present condition.

In the event that the promise to purchase is also conditional upon obtaining a hypothecary loan, the BUYER must provide evidence of the hypothecary lender's agreement to grant him such a loan before the deadline stipulated in the condition. By providing the SELLER with a copy of such an agreement conditional upon the sale of the abovementioned immovable, the BUYER will be obliged to provide a copy of a second agreement by the hypothecary lender, without conditions, if this condition is fulfilled.

Should the BUYER be unable to meet the provisions in paragraphs a) or b) within the time allowed, this promise to purchase shall become null and void.

B2.2 PRIVILEGE OF CONTINUING TO OFFER THE IMMOVABLE FOR SALE WITH A FIRST REFUSAL CLAUSE The SELLER may continue to offer the IMMOVABLE for sale regardless of the acceptance of the promise to purchase. Should a new promise to purchase be accepted, as soon as all conditions of this new promise, excluding the signing of the act of sale in the presence of the notary and obtaining cancellation of this promise to purchase, have been met, he shall notify the BUYER by any means providing evidence of the time of receipt, or by telegram at:

ADDRESS

POSTAL CODE

TELEPHONE

The BUYER may, within 72 hours of receipt of this notification, or of the time sent if it was sent by telegram (the time recorded by the telecommunications company as proof), return to the SELLER or the seller's broker written notification of the decision to either withdraw condition B2.1, as well as any other condition of the promise to purchase that has not yet been met, excluding the signing of the act of sale in the presence of a notary, or to render this promise to purchase null and void. The BUYER may cancel condition B2.1 only if he can demonstrate at the time of canceling that he has the necessary funds to cover the purchase price. Should the BUYER fail to avail himself of the provisions of this paragraph within the stipulated time period, this promise to purchase shall become null and void.

B2.3. ACCEPTANCE CONDITIONAL UPON CANCELLATION OF ANOTHER ACCEPTED PROMISE This promise to purchase is conditional on the cancellation of every other promise to purchase the immovable accepted by the seller. The SELLER promises to undertake in good faith and at his own expense reasonable steps to obtain cancellation of every other previously accepted promise to purchase the immovable, as soon as all the conditions of this promise to purchase, excluding the current condition and the signing of the act of sale in the presence of a notary, have been met. The SELLER must notify the BUYER in writing of this cancellation within _____ days of the acceptance hereof, failing which the promise to purchase shall become null and void.

B2.4. INSPECTION BY A PERSON CHOSEN BY THE BUYER This promise to purchase is conditional upon the BUYER being permitted to have the IMMOVABLE inspected by a building expert within a period of _____ days following acceptance of this promise to purchase. Should this inspection reveal the existence of a factor relating to the IMMOVABLE and liable to significantly reduce the value thereof, reduce the income generated thereby or increase the expense relating thereto, the BUYER shall so notify the SELLER in writing and shall give him a copy of the inspection report within four (4) days of the expiry of the above-mentioned deadline. This promise to purchase shall become null and void upon receipt by the SELLER of the 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 provided above, he shall be deemed to have waived this condition.

B2.5. REVIEW OF CO-OWNERSHIP DOCUMENTS This promise to purchase is conditional on the BUYER's examination of the declaration of co-ownership, including the regulation of the immovable and the following documents:

To this effect, the SELLER shall submit to the BUYER a copy of the above-mentioned documents within _____ days of accepting this promise to purchase. Should the BUYER not be satisfied upon examining these documents and therefore wish to withdraw this promise to purchase, he shall notify the SELLER in writing within seven (7) days of receiving the documents. This promise to purchase shall become null and void upon receipt of this notification by the SELLER. Should the BUYER not notify the SELLER within the time period indicated herein, he shall be deemed to have waived this condition.

INITIALS (All copies must bear original initials)

BUYER 1

BUYER 2

WITNESS

SELLER 1

SELLER 2

WITNESS