

(a) a loan having a balance of approximately \$ _____, secured by a _____ rank hypothec held by _____; that loan, which bears interest at the rate of _____% per year (calculated semi-annually and not in advance), is payable in instalments of _____ (combining principal and interest), the balance becoming due on _____ DATE.

(b) a loan having a balance of approximately \$ _____, secured by a _____ rank hypothec held by _____; that loan, which bears interest at the rate of _____% per year (calculated semi-annually and not in advance), is payable in instalments of _____ (combining principal and interest), the balance becoming due on _____ DATE.

A5.2 CONSENT The BUYER undertakes to supply to the SELLER, within a period of _____ days following acceptance of this PROMISE TO PURCHASE, a copy of the hypothecary creditors' consent. The receipt of such consent within that period shall have the effect of fully satisfying the conditions set out in A5.1 and A5.2.

A5.3 ABSENCE OF CONSENT In the absence of proof of such consent, the SELLER may, within a period of 5 days following the expiry of the period provided for in A5.2 or following receipt of a notice of refusal :

(a) himself request, for and on behalf of the BUYER, the hypothecary creditors' written consent for the BUYER to assume the SELLER'S hypothecary obligations. Should the BUYER not succeed in obtaining such written consent within a period of 5 days, this PROMISE TO PURCHASE shall become null and void. However, the receipt of such consent within that period shall have the effect of fully satisfying the conditions of this division ; or

(b) render this PROMISE TO PURCHASE null and void by giving notice in writing to that effect.

Where the SELLER does not avail himself of the provisions of paragraphs (a) or (b) above within the period stipulated, this PROMISE TO PURCHASE shall become null and void.

A6. BALANCE OF THE SALE PRICE

A6.1 TERMS AND CONDITIONS The BUYER shall reimburse to the SELLER the balance of the sale price, as referred to in A3.4, which shall be secured by a _____rank hypothec subsequent to a hypothec securing a loan having a balance of not more than \$ _____; that balance of the sale price shall bear interest at the rate of _____% per year (calculated semi-annually and not in advance) and shall be payable in instalments of _____ (combining principal and interest), calculated according to an amortization plan of _____ years, the balance becoming due in _____ years.

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

A6.2 GUARANTEE AND PRIOR CLAIM The act of sale shall contain a resolatory clause, the clauses usually guaranteeing payment of a balance of the sale price of an immovable and a clause whereby the SELLER consents to giving up priority of rank should a new hypothec be created in accordance with Division A4, or should a hypothec already ranking ahead of the balance of the sale price be renewed or replaced, provided that the balance of the loans secured by such hypothecs is not increased and the BUYER is not in default of fulfilling his obligations.

A6.3 TRANSFERABILITY This balance of the sale price shall not be transferred without the prior written consent of the SELLER.

SIGNATURES

BUYER The BUYER acknowledges having read and understood this PROMISE TO PURCHASE, including this Annex, and having received a copy hereof.

Signed in _____,

on _____ DATE, at _____ o'clock.

SIGNATURE OF BUYER 1

SIGNATURE OF SPOUSE OF BUYER 1

WITNESS

SIGNATURE OF BUYER 2

SIGNATURE OF SPOUSE OF BUYER 2

WITNESS

ACKNOWLEDGMENT OF RECEIPT The BUYER acknowledges having received a copy of the SELLER'S reply.

Signed in _____,

on _____ DATE, at _____ o'clock.

SIGNATURE OF BUYER 1

WITNESS

SIGNATURE OF BUYER 2

WITNESS

SELLER'S REPLY The SELLER acknowledges having read and understood this PROMISE TO PURCHASE, including this Annex, and having received a copy hereof.

He hereby _____ this PROMISE TO PURCHASE.

(ENTER BY HAND «ACCEPTS» OR «REFUSES»)

submits Counter-Proposal **CP-** _____

Signed in _____,

on _____ DATE, at _____ o'clock.

SIGNATURE OF SELLER 1

WITNESS

SIGNATURE OF SELLER 2

WITNESS

INTERVENTION OF SELLER'S SPOUSE The undesigned declares that he is the spouse of the SELLER, that he consents to and, where applicable, concurs in the acceptance of this PROMISE TO PURCHASE, including this Annex, and that he undertakes to intervene in the notarial act of sale for all legal purposes.

Signed in _____,

on _____ DATE, at _____ o'clock.

SIGNATURE OF SPOUSE OF SELLER 1

WITNESS

SIGNATURE OF SPOUSE OF SELLER 2

WITNESS