



COUNTER-PROPOSAL TO A PROMISE TO PURCHASE

This form is to be used to reply to a promise to purchase concerning a residential immovable or to a counter-proposal to such a promise to purchase

1. PARTIES

COUNTER-PROPOSER 1

RESPONDENT 1

COUNTER-PROPOSER 2

RESPONDENT 2

SELLER
 BUYER (hereinafter, the "COUNTER-PROPOSER").

SELLER
 BUYER (hereinafter, the "RESPONDENT").

2. AMENDMENTS

2.1 The COUNTER-PROPOSER hereby promises to sell **OR** to purchase the immovable or the premises located at the following address:

(hereinafter called the "IMMOVABLE"), according to the conditions set out in the promise to purchase pertaining to the IMMOVABLE (hereinafter, the "PROMISE"), with the following amendments.

2.2 PREVIOUS COUNTER-PROPOSALS – Any previous counter-proposal made by either party shall be null and void.

2.3 AMENDMENTS

2.3.1 PRICE – The purchase price indicated in clause _____ is amended and shall be _____ dollars (\$_____)

which the BUYER undertakes to pay in its entirety upon the signing of the deed of sale.

Where necessary, the conditions relating to the method of payment and the new hypothecary loan shall be adjusted accordingly.

2.3.2 DEED OF SALE –The deed of sale shall be signed on or before _____ DATE

2.3.3 OCCUPANCY –The premises shall be available for occupancy as of _____ DATE
at _____ : _____.

2.3.4 OTHER AMENDMENTS



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OTHER AMENDMENTS (CONT'D)

Multiple horizontal lines for text entry.

2.4 COUNTER-PROPOSAL TO A SECOND PROMISE TO PURCHASE – This counter-proposal is conditional upon the cancellation of a first promise to purchase previously accepted by the SELLER. Should this first promise to purchase be cancelled, the SELLER shall notify the BUYER in writing by _____ at _____ : _____. All time periods contained in the PROMISE shall begin from the time of receipt of the SELLER's written notification. Should the SELLER fail to notify the BUYER within the time period and in the manner specified above, this counter-proposal shall be null and void. (The above condition forms an integral part of this counter-proposal only if checked.)

2.5 The conditions contained in Schedule _____ form an integral part of this counter-proposal.

2.6 OTHER CONDITIONS – All other conditions of the PROMISE remain unchanged.

2.7 CONDITIONS OF ACCEPTANCE – The COUNTER-PROPOSER and the RESPONDENT declare that their consent is not the result of any representation or condition that is not contained in this counter-proposal. The COUNTER-PROPOSER is irrevocably bound until _____ : _____, on _____ DATE. If the RESPONDER accepts this counter-proposal within this period, it shall constitute a contract that is legally binding on the COUNTER-PROPOSER and the RESPONDENT until proper and full execution. If the RESPONDENT does not accept it within this period, this counter-proposal shall become null and void. **A refusal by the RESPONDENT shall render this counter-proposal null and void. A counter-proposal by the RESPONDENT shall have the same effect as a refusal.**

3 INTERPRETATION

3.1 Unless the context indicates otherwise, the masculine form includes feminine form and vice versa, and the singular includes the plural and vice versa.

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3.2 This contract and the performance thereof are governed by the laws of Québec.

3.3 The parties hereto expressly request and require that this promise to purchase and all related documents be drafted in English. *Les parties aux présentes conviennent et exigent que cette promesse d'achat et tous les documents qui s'y rattachent soient rédigés en Anglais.*

SIGNATURES

COUNTER-PROPOSER — The COUNTER-PROPOSER acknowledges having read, understood and agreed to this counter-proposal and having received a duplicate thereof.

Signed in _____,
on _____, at _____: _____.

SIGNATURE OF COUNTER-PROPOSER 1

WITNESS

Signed in _____,
on _____, at _____: _____.

SIGNATURE OF COUNTER-PROPOSER 2

WITNESS

ACKNOWLEDGEMENT OF RECEIPT — The COUNTER-PROPOSER acknowledges having received a copy of the RESPONDENT's reply.

Signed in _____,
on _____, at _____: _____.

SIGNATURE OF COUNTER-PROPOSER 1

WITNESS

Signed in _____,
on _____, at _____: _____.

SIGNATURE OF COUNTER-PROPOSER 2

WITNESS

RESPONDENT's REPLY — The RESPONDENT acknowledges having read and understood this counter-proposal and having received a duplicate thereof.

The RESPONDENT hereby _____
("ACCEPTS" OR "REFUSES")

this counter-proposal.

submits counter-proposal [_____]

Signed in _____,
on _____, at _____: _____.

SIGNATURE OF RESPONDENT 1

WITNESS

Signed in _____,
on _____, at _____: _____.

SIGNATURE OF RESPONDENT 2

WITNESS

INTERVENTION OF SELLER's SPOUSE —The undersigned declares to be the spouse of the SELLER, to consent to and, where applicable, concur in the acceptance of this counter-proposal, and to undertake to intervene in the notarial deed of sale for all legal purposes.

Signed in _____,
on _____, at _____: _____.

SIGNATURE OF SELLER'S SPOUSE

WITNESS