

AUC1. REFERENCE TO PRINCIPAL FORM

In the case of an undivided co-ownership, the following clauses supplement or replace, as indicated herein, those set forth in the PPC form - _____ and form an integral part thereof.

AUC2. SUMMARY DESCRIPTION OF THE IMMOVABLE

The clause 3.1 of the form identified in section AUC1 is replaced by the following:

3.1 A _____ % share of the immovable held in undivided co-ownership is designated as follows:

NUMBER STREET APT. CITY PROVINCE POSTAL CODE

With exclusive use of:

(E.G. ADDRESS, APARTMENT NUMBER, BACKYARD, PATIO)

and including: _____ parking space(s), number(s) _____ storage space(s), number(s) _____

CADASTRAL DESCRIPTION OF IMMOVABLE HELD IN CO-OWNERSHIP

APPROXIMATE DIMENSIONS OF IMMOVABLE HELD IN CO-OWNERSHIP m ft APPROXIMATE AREA OF IMMOVABLE HELD IN CO-OWNERSHIP m² ft²

AREA OF SHARE m² ft²
 GROSS NET AS PER CERTIFICATE OF LOCATION

By initialing this box, the BUYER acknowledges that the area and dimensions specified herein are approximate but can be checked against a certificate of location prepared at his own expense.

(hereinafter called "the IMMOVABLE")

AUC3. INSPECTION BY A PERSON CHOSEN BY THE BUYER

WARNING: A PROMISE TO PURCHASE WITHOUT AN INSPECTION CLAUSE IS APPROPRIATE ONLY IN SPECIAL CIRCUMSTANCES, FOR EXAMPLE WHEN THE BUILDING IS TO BE REPLACED OR SUBSTANTIALLY RENOVATED.

The clause 8.1 of the form identified in section AUC1 is replaced by the following:

8.1 This promise to purchase is conditional upon the BUYER being permitted to have the IMMOVABLE held in co-ownership inspected by a building inspector or a professional within a period of _____ days following acceptance of this promise to purchase, and the SELLER undertakes to cooperate to obtain all required authorizations from other co-owners to achieve this. 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 notify the SELLER, in writing, and shall give him a copy of the inspection report within four (4) days following the expiry of the above-mentioned time period. This 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.

OR

By initialing this box, the BUYER acknowledges having been informed of his right to have the IMMOVABLE held in co-ownership inspected by a building inspector or a professional and having waived his right to do so. He also acknowledges having been informed by the broker identified in clause 2.1 of the risks of waiving an inspection.

AUC4. OTHER DECLARATIONS BY THE SELLER

In addition to the declarations made in section 9 of the form identified in section AUC1, the SELLER shall add, to the best of his knowledge that:

the undivided co-owners:

have the following pre-emptive right, if applicable (indicate time period and terms):

The SELLER undertakes to obtain from the undivided co-owners of the immovable held in co-ownership a written waiver of their pre-emptive or redemption right and to submit it to the BUYER within _____ days following acceptance of this promise to purchase. Receipt of such a waiver within that period shall have the effect of fully satisfying this condition. Failure on the part of the SELLER to submit this waiver to the BUYER within the above-mentioned period shall cause the promise to purchase to become null and void.

have waived their pre-emptive right or, in the case where undivided co-owners do not have a pre-emptive right, have waived their right of redemption provided under section 1022 of the Civil Code of Québec (indicate names of undivided co-owners who have waived their pre-emptive or redemption right):

The SELLER shall provide proof thereof to the BUYER within five (5) days following acceptance of this promise to purchase.

AUC5. DECLARATIONS AND OBLIGATIONS COMMON TO THE BUYER AND THE SELLER

The clause 10.3 of the form identified in section AUC1 is supplemented by the following:

ADJUSTMENTS RELATING TO THE CONTINGENCY FUND OR OTHER CO-OWNERSHIP FUND – There will be no adjustment relating to the contingency fund or other co-ownership fund. There will be adjustments relating to common expenses payable monthly or periodically.

AUC6. NEW HYPOTHECARY LOAN

The clause 6.3 of the form identified in section AUC1 is replaced by the following:

ABSENCE OF UNDERTAKING – In the absence of proof of such an undertaking, the SELLER may, within a period of five (5) days following the expiry of the period set out in clause 6.2, require that the BUYER provide proof of the financial institution's refusal to grant a loan in the amount set out in clause 6.1 or higher.

Upon expiry of the period mentioned in this clause, this promise to purchase shall become null and void.

AUC7. INITIALS (ALL COPIES MUST BE INITIALED)

BUYER 1

BUYER 2

WITNESS

SELLER 1

SELLER 2

AUTHORIZED PERSON
(SECTION 34 PCA)