

NOTE – 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.

P1. IDENTIFICATION OF THE PARTIES

COUNTER-PROPOSER 1 _____

RESPONDENT 1 _____

COUNTER-PROPOSER 2 _____

RESPONDENT 2 _____

SELLER BUYER

SELLER BUYER

(hereinafter called "the COUNTER-PROPOSER").

(hereinafter called "the RESPONDENT").

P2. AMENDMENTS

P2.1 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 the conditions set out in the form entitled: Promise to Purchase PP []-[]-[]-[]-[]-[] (hereinafter called "the PROMISE"), with the following amendments.

P2.2 PREVIOUS COUNTER-PROPOSALS – Any previous counter-proposal made by either party shall be null and void.

P2.3 AMENDMENTS

P2.3.1 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.

P2.3.2 DEED OF SALE – The deed of sale shall be signed on or before _____ DATE

P2.3.3 OCCUPANCY – The premises shall be available for occupancy as of _____ DATE
at _____ : _____ .

P2.3.4 OTHER AMENDMENTS _____

Unusable
for a
transaction

P2.4 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 _____
DATE _____ 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 become null and void. (The above condition forms an integral part of this counter-proposal only if checked.)

P2.5 The conditions contained in Annex _____ form an integral part of this counter-proposal.

P2.6 OTHER CONDITIONS – All other conditions of the PROMISE shall remain unchanged.

P2.7 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 RESPONDENT 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.**

P3. SIGNATURES

The parties have requested that this form and all related documents be drawn up in English only. Les parties aux présentes ont exigé que le présent formulaire et tous les documents qui s'y rattachent soient rédigés en anglais seulement.

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

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

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

The RESPONDENT hereby _____
("ACCEPTS" OR "REFUSES")
this counter-proposal.

SIGNATURE OF COUNTER-PROPOSER 1

submits counter-proposal CP- [| | | | |].

WITNESS

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

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

SIGNATURE OF RESPONDENT 1

SIGNATURE OF COUNTER-PROPOSER 2

WITNESS

WITNESS

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

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

SIGNATURE OF RESPONDENT 2

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

WITNESS

SIGNATURE OF COUNTER-PROPOSER 1

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.

WITNESS

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

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

SIGNATURE OF COUNTER-PROPOSER 2

SIGNATURE OF SELLER'S SPOUSE

WITNESS

WITNESS