

E1. REFERENCE TO MAIN FORM

The conditions contained in this Annex form an integral part of promise to purchase PP [] - [] concerning the immovable located at the following address: _____.

E2. OPTIONAL CONDITIONS

IN THIS SECTION, ONLY THE CONDITIONS IDENTIFIED BY A CHECK MARK FORM AN INTEGRAL PART OF THIS ANNEX.

E2.1 – EXPERT REPORT REQUESTED BY THE BUYER

The SELLER undertakes, at his own expense, to have an expert analysis done on: _____

(E.G. SOIL, BACKFILL MATERIALS – PYRITE, FOUNDATION CONCRETE – PYRRHOTITE, OCHRE DEPOSIT, RADON, ETC.)

and to give the BUYER a copy of the expert report within _____ days following acceptance of the promise to purchase.

Should the BUYER not be completely satisfied with the expert report or if he has not received a copy of it within the specified time period and wishes to cancel his promise to purchase for this reason, he shall notify the SELLER in writing within four (4) days following the expiry of the above time period. The promise to purchase shall become null and void from the time of receipt of this notice by the SELLER. 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.

E2.2 – ANALYSIS OF THE BEARING CAPACITY OF THE SOIL BY THE BUYER

The BUYER, as soon as possible and at his own expense, shall be able to have an expert perform an analysis of the bearing capacity of the soil to determine if the soil allows the following work:

The BUYER shall obtain the results of this analysis within _____ days following acceptance of the promise to purchase at the latest. The BUYER undertakes to supply a copy of this analysis to the SELLER upon receipt.

Should the analysis reveal that the soil does not allow for this work to be performed, the BUYER shall be able to cancel the promise to purchase by notifying the SELLER in writing within four (4) days following the expiry of the above time period. The promise to purchase shall become null and void from the time of receipt of such notice by the SELLER. Should the BUYER fail to give notice to the SELLER within the time period and in the manner specified above, he shall be deemed to have waived this condition.

E2.3 – ANALYSIS OF THE BEARING CAPACITY OF THE SOIL BY THE SELLER

The SELLER, as soon as possible and at his own expense, undertakes to have an expert perform an analysis of the bearing capacity of the soil to determine if the soil allows the following work:

The SELLER undertakes to supply a copy of the analysis to the BUYER upon receipt, within _____ days following acceptance of the promise to purchase at the latest.

If the BUYER is not satisfied with the examination and verification of this analysis or if he has not received a copy of it within the specified time period and wishes to cancel his promise to purchase for this reason, he shall notify the SELLER in writing within four (4) days following the expiry of the above time period.

The promise to purchase shall become null and void from the time of receipt of such notice by the SELLER. Should the BUYER fail to give notice to the SELLER within the time period and in the manner specified above, he shall be deemed to have waived this condition.

E2.4 – ENVIRONMENTAL CHARACTERIZATION STUDY BY THE BUYER

The BUYER, as soon as possible and at his own expense, shall be able to have an expert perform an environmental characterization study on the land in accordance with the guide of the *Ministère du développement durable, de l'environnement et des parcs (MDDDEP)*. The BUYER shall obtain the results of this study within _____ days following acceptance of the promise to purchase at the latest. The BUYER undertakes to supply a copy of the characterization study report(s) to the SELLER upon receipt.

Should Phase 1 of the characterization study report recommend that a Phase 2 characterization study be performed, or if any future characterization study report (Phases 2 and 3) reveal the presence of any contaminant, hazardous material or residual material in a proportion or a manner that does not conform to what is prescribed by the minister responsible for the environment or to environment protection laws and regulations, the BUYER shall be able to cancel the promise to purchase by notifying the SELLER in writing within four (4) days following the expiry of the above time period. The promise to purchase shall become null and void from the time of receipt of such notice by the SELLER. Should the BUYER fail to give notice to the SELLER within the time period and in the manner specified above, he shall be deemed to have waived this condition.

E2.5 – ENVIRONMENTAL CHARACTERIZATION STUDY BY THE SELLER

The SELLER, as soon as possible and at his own expense, undertakes to have an expert perform an environmental characterization study on the land in accordance with the guide of the *Ministère du développement durable, de l'environnement et des parcs (MDDDEP)*. He shall provide a copy of the characterization study report(s) to the BUYER upon receipt, within _____ days following acceptance of the promise to purchase at the latest.

If the BUYER has not received a copy within this time period or if the Phase 1 of the characterization study report recommends that a Phase 2 characterization study be performed, or if any future characterization study report (Phases 2 and 3) reveals the presence of any contaminant, hazardous material or residual material in a proportion or a manner that does not conform to what is prescribed by the minister responsible for the environment or to environment protection laws and regulations, the BUYER shall be able to cancel the promise to purchase by notifying the SELLER in writing within four (4) days following the expiry of the above time period. The promise to purchase shall become null and void from the time of receipt of such notice by the SELLER. Should the BUYER fail to give notice to the SELLER within the time period and in the manner specified above, he shall be deemed to have waived this condition.

E3. INITIALS (ALL COPIES MUST BEAR INITIALS)

[Empty box for Buyer 1 initials]

BUYER 1

[Empty box for Buyer 2 initials]

BUYER 2

[Empty box for Witness 1 initials]

WITNESS

[Empty box for Seller 1 initials]

SELLER 1

[Empty box for Seller 2 initials]

SELLER 2

[Empty box for Witness 2 initials]

WITNESS