

**SALE OF AN IMMOVABLE WHEN SELLING AN ENTERPRISE**

**ANNEX BROKERAGE CONTRACT N\*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**7.4**

E1. SALE OF AN ENTERPRISE

**E1.1** The IMMOVABLE is an asset of the ENTERPRISE described hereafter, also offered for sale under this contract.

**E1.2** The price indicated in clause 4.1 of the brokerage contract includes all the assets of the ENTERPRISE hereinafter mentioned.

**E1.3** Except if otherwise indicated or in case of incompatibility, the provisions of the brokerage contract apply to the sale of the ENTERPRISE and the term "IMMOVABLE" shall be interpreted as designating the IMMOVABLE and the ENTERPRISE.

**E1.4** Any promise to purchase shall concern both the IMMOVABLE and the ENTERPRISE.

E2. SUMMARY DESCRIPTION OF THE ENTERPRISE

**E2.1** The enterprise is known and operated under the name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and is located at the following address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(hereinafter called the ENTERPRISE)

**E2.2** In the case of an enterprise operated in an immovable under a lease, the monthly rent is: \_\_\_\_\_\_\_\_\_\_\_\_ and the lease expires on \_\_\_\_\_\_\_\_\_\_\_\_\_. No notice liable to modify the lease has been sent by either party and no proceedings are pending.

**E2.3** Thelease has been recorded in the land register.

E3. SELLING PRICE AND ADDITIONAL CONDITIONS

**E3.1** The selling price indicated in clause 4.1 of the brokerage contract breaks down as follows:

1° the IMMOVABLE described in clause 3.1 of the brokerage contract evaluated at $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2° the name and goodwill evaluated at: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

3° all movable property, apparatus and equipment used for operating the ENTERPRISE evaluated at: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

4° all merchandise inventories evaluated at approximately: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The value of these inventories is computed at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ % of the cost paid for each merchandise and the final value shall be determined at the inventory taken jointly by the parties before the signing of the deed of sale.

**E3.2** Existing loan, debt, obligation or security on the enterprise, excluding the immovable but including merchandise inventories, apparatus and equipment:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The costs related to repayment of any debt and cancellation of any hypothec shall be borne by the SELLER.

**E3.3** Included in the sale, where applicable, are:

1°  name; 2° goodwill; 3° all rights and privileges related to the identification of the ENTERPRISE (telephone numbers, signs, advertising, trademarks, etc.);  4° the IMMOVABLE; 5° all movable property, apparatus and equipment used for operating the ENTERPRISE.

**E3.4** Excluded from the sale, where applicable, are:

1°  receivables; 2° payables; 3° bank accounts; 4° movable property and merchandise on consignment (see attached list).

**E3.5** Date or deadline for taking charge of operation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E4. ADDITIONAL DECLARATIONS BY THE SELLER

**E4.1** The SELLER also declares that:

1° he is not aware of any exclusivity clause which could affect the operation of the ENTERPRISE;

2° the ENTERPRISE is operated in accordance with current laws and regulations;

3° the ENTERPRISE is operated in accordance with the lease of the premises where it is located, if applicable;

4° the name of the ENTERPRISE has been published in accordance with the law;

5° he is not aware of the existence of any collective agreement governing labour relations of the ENTERPRISE, of any union certified therein, and that no action to obtain a certification or to conclude, execute or implement a collective agreement is pending;

6o he is not aware of any non-compliance with environmental protection laws and regulations relating to movable property, apparatus and equipment used for operating the ENTERPRISE, merchandise inventories and the immovable in which the ENTERPRISE is operated.

E5. ADDITIONAL OBLIGATIONS OF THE SELLER

**E5.1** In addition to what is indicated in clause 8.2 of the brokerage contract, the SELLER shall provide to the AGENCY or the BROKER, upon request, the following documents in his possession relating to the ENTERPRISE: document relating to loans and security, collective agreement, inventory of movable property, franchise contract, permit, list of creditors, documents concerning the operations and profitability of the ENTERPRISE, declaration of registration and, generally, any document concerning the ENTERPRISE.

In addition to what is indicated in clause 8.4 of the brokerage contract, the SELLER shall provide to the buyer, upon request, the above documents in his possession.

**E5.2** The SELLER gives the AGENCY or the BROKER the exclusive right to obtain from the owner of the immovable where the ENTERPRISE is operated any information or document pertaining to the immovable.