

**IMMOVABLE WHEN SELLING AN ENTERPRISE**

**ANNEX PROMISE TO PURCHASE N\*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

E1. PURCHASE OF AN ENTERPRISE

**E1.1** The IMMOVABLE is an asset of the ENTERPRISE described hereafter, also covered by the promise to purchase.

**E1.2** The price indicated in clause 4.1 of the promise to purchase includes all the assets of the ENTERPRISE hereinafter mentioned.

This price is set subject to the final value of the merchandise determined in accordance with the provisions of E3.1 below.

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

**E1.4** The amount indicated in clause 5.2 of the promise to purchase includes, in addition to the new hypothecary loan as per clause 6 of the promise to purchase, the amount of any other loan mentioned in E4.1 below.

**E1.5** The amount indicated in clause 5.4 of the promise to purchase includes, in addition to the balance of sale price secured by immovable hypothec as per clause 8 of the promise to purchase, any additional balance of sale price in E5.1 below.

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** The lease has been recorded in the land register.

E3. SELLING PRICE AND ADDITIONAL CONDITIONS

**E3.1** The selling price indicated in clause \_\_\_\_ of the promise to purchase breaks down as follows:

1° the IMMOVABLE described in clause \_\_\_\_ of the promise to purchase 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, the value of which is computed at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ % of the cost paid for each merchandise, the whole evaluated at approximately: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The final value shall be determined at the inventory taken jointly  by the parties before the signing of the deed of sale.

**E3.2** 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.

**E3.3** Excluded from the sale, where applicable, are:

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

**E3.4** Date or deadline for taking charge of operation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E4. NEW LOAN

**E4.1** In addition to what is indicated in clause 6 of the promise to purchase concerning the obtaining of a loan secured by hypothec on the IMMOVABLE, the BUYER undertakes to take in good faith, as soon as possible and at his expense, all necessary steps to obtain an additional loan of $  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ under terms satisfactory to the BUYER.

**E4.2** The BUYER undertakes to notify the SELLER in writing before \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ that this condition is met or that he is waiving this condition. Failing this, the promise to purchase shall become null and void.

E5. ADDITIONAL BALANCE OF SALE PRICE

**E5.1** In addition to what is indicated in clause 8 of the promise to purchase concerning the balance of sale price secured by hypothec on the IMMOVABLE, the BUYER shall reimburse to the SELLER an additional balance of sale price of $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, which shall be secured by:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ;this balance of sale price shall bear interest at the rate of % \_\_\_\_\_\_ per year, and shall be payable as follows:

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

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

The BUYER shall have the right at any time to reimburse in advance. without penalty, all or part of the balance, as long as such reimbursement is by instalments of $ **\_\_\_\_\_\_\_\_\_\_\_\_\_\_** or multiple thereof.

E6. ADDITIONAL DECLARATIONS OF THE BUYER

**E6.1** The BUYER declares that he has acquainted himself with the individual employment contracts, certification and collective agreements covering the SELLER's staff, where applicable, and agrees to respect them in accordance with the provisions of labour law governing the disposal or total or partial assignment of commercial enterprises.

E7. ADDITIONAL DECLARATIONS BY THE SELLER

**E7.1** 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 on this date, no claims are currently or may be pending for which the BUYER may be held jointly responsible with him under Section 96 of the Labour Standards Act (R.S.Q., c. N-1.1) (a list showing seniority and working conditions of employees shall be attached hereto);

7° the ENTERPRISE, including its merchandise inventories, apparatus and equipment is free of any loan, debt, obligation or security;

8o 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.

**E7.2** The SELLER agrees, under penalty of an indemnity of $**\_\_\_\_\_\_\_\_\_\_\_\_** per day of contravention, not to operate, directly or indirectly, within a radius of  \_\_\_\_\_\_\_\_\_ km of the ENTERPRISE and for a period of   \_\_\_\_\_\_\_\_\_\_\_\_ year(s) from the signing of the deed of sale, an enterprise in competition with the ENTERPRISE.

**E7.3** The SELLER agrees to make the ENTERPRISE available for occupancy and operation by the BUYER as of  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , and to remove therefrom any property not included in this promise to purchase, failing which the BUYER may have it removed at the SELLER's expense.

E8. ADDITIONAL DECLARATIONS AND OBLIGATIONS COMMON TO THE BUYER AND THE SELLER

**E8.1** In addition to the adjustments set out in clause 11.2 of the promise to purchase, any adjustments, in connection with the ENTERPRISE, relating to taxes other than property taxes, permits, insurance premiums, fuel reserves, income and expenses relating to the ENTERPRISE, rents, lease agreements for apparatus and equipment as well as to the value of merchandise, shall be made as of  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.