



REQUEST FOR PROPOSAL

FOR

REAL ESTATE BROKERAGE SERVICES 1 TO 6 UNITS

Date issued :

August 24, 2015

Solicitation Closes :

September 17, 2015 at 4:00 p.m. EDT

Solicitation File # :

201501915

Originating Department :

Insurance Servicing

Contracting Authority :

Professional Services and Real Estate
« PS&RE »

Inquiries :

Camille Attia
Procurement Advisor
Tel : 613-748-5332
Fax : 613-748-2554
Email : cattia@cmhc-schl.gc.ca

Security Classification: PROTECTED

Ce document est disponible en français sur demande

TABLE OF CONTENTS

1	SECTION 1 – GENERAL INFORMATION		1
1.1	Overview of Section 1		1
1.2	Introduction and Scope		1
1.3	CMHC Background		2
1.4	Purpose of Request for Proposal		2
1.5	Schedule of Events		3
1.6	Mandatory Requirements		3
1.7	Proponent Feedback		4
1.8	Income Tax Reporting Requirement		4
1.9	Procurement Policy re: The Environment		4
2	SECTION 2 – SUBMISSION INSTRUCTIONS		5
2.1	Overview of Section 2		5
2.2	Certificate of Submission	MANDATORY	5
2.3	Delivery Instructions and Deadline	MANDATORY	5
2.4	Inquiries		7
2.5	Communication		7
2.6	Proponent Contract		7
2.7	Offering Period	MANDATORY	7
2.8	Changes to Submission		8
2.9	Requirements on the Proposal Format	MANDATORY	8
2.10	Multiple Proposals		9
2.11	Liability for Errors		9
2.12	Verification of Proponent's Response		9
2.13	Ownership of Responses		9
2.14	Proprietary Information		10
2.15	Corporation Identification		10
2.16	Declaration re: Gratuities		10
2.17	Conflict of Interest		10
2.18	Declaration re: Bid Rigging and Collusion		11
2.19	Bid and Contract Security	MANDATORY	11
2.20	Intellectual Property Rights		11
2.21	Non-Disclosure of CMHC Information		12

3	SECTION 3 – STATEMENT OF SERVICES		13
3.1	Overview of Section 3		13
3.2	Mandatory Requirements		13
3.3	Description of Services		13
3.3.1	Territory Covered by the Contract		14
3.3.2	Document Retention		15
4	SECTION 4 – PROPOSAL REQUIREMENTS		16
4.1	Overview of Section 4		16
4.2	Mandatory Proposal Requirements		16
4.3	Additional Proposal Requirements	MANDATORY	16
4.4	Proponent’s Qualifications	MANDATORY	17
4.5	Response to Statement of Services	MANDATORY	18
4.6	Financial Information	MANDATORY	18
4.6.1	Credit Check Authorization		18
4.6.2	Financial Capacity Assessment		18
4.7	Compensation for Sales	MANDATORY	19
4.8	Official Languages	MANDATORY	19
5	SECTION 5 – EVALUATION AND SELECTION		20
5.1	Overview of Section 5		20
5.2	Limitation of Damages		20
5.3	Evaluation Table		20
5.4	Evaluation Method		20
5.5	Financial Evaluation		22
5.6	Proponent Selection		22
6	SECTION 6 – PROPOSED CONTRACT		23
6.1	Overview of Section 6	MANDATORY	23
6.2	Mandatory Contract Terms and Conditions		23
6.3	Proposed Contract Template		24
7	SECTION 7 – APPENDICES TO THE REQUEST FOR PROPOSAL		59
7.1	APPENDIX A: Documents to complete or provide with regard to certain mandatory requirements relating to the proposal		60
7.2	APPENDIX B: Proponent’s Qualifications and Response to Statement of Services		63
7.3	APPENDIX C: Compensation for Sales		66
7.4	APPENDIX D: Evaluation Table		67

7.5	APPENDIX E: Mandatory Compliance Checklist		68
7.6	APPENDIX F: Certificate of Submission	MANDATORY	69
7.7	APPENDIX G: Statistics		70
7.8	APPENDIX H: Portfolio Inventory as at April 30, 2015 (including the properties for which CMHC is a creditor)		73
7.9	APPENDIX I: Selling Price Opinion Report		78
7.10	APPENDIX J: Report on Marketing Activities		82
7.11	APPENDIX K: Seller's Annex		83
7.12	APPENDIX L: Letter to the Notary		91
7.13	APPENDIX M: Contractor Tax Information		97

1. SECTION 1 – GENERAL INFORMATION

1.1 Overview of Section 1

The purpose of this section is to provide general information about CMHC and this Request for Proposal.

1.2 Introduction and Scope

The Canada Mortgage and Housing Corporation (CMHC) wishes to enter into a real estate brokerage contract, for CMHC's properties comprising 1 to 6 units located throughout the province of Quebec including the properties for which CMHC is a creditor, with a franchisor holding a real estate agency license, or any other amalgamation of moral persons among which at least one is a licensed real estate agency, (hereinafter called the "Proponent").

The property portfolio consists of 205 properties as of April 30, 2015.

CMHC is looking for a provider with a good sales capacity and performance. The provider sought must also offer and provide a well structured real estate brokerage service and of quality. The provider must show a capacity to manage a real estate portfolio and be able to take charge efficiently of CMHC's activities, as described in this Request for Proposal.

The total liability of CMHC for all of these services shall not exceed the sum of ELEVEN MILLIONS OF CANADIAN DOLLARS (\$ 11,000,000) including all taxes. This amount is indicated only for administrative purposes and does not represent a commitment to buy or acquire goods or services for that amount under any contract awarded under this Request for Proposal. No increase in the total liability of CMHC shall be permitted unless it has been previously approved in writing by CMHC.

The agreement will take effect on February 1, 2016 for an initial term of 24 months with the potential of two (2) one-year renewal options upon the same terms and conditions, at CMHC's discretion.

Canada Mortgage and Housing Corporation shall not be obligated in any manner to any proponent whatsoever until a written Agreement has been duly executed relating to a qualified, approved proposal.

More detailed specifications can be found in Section 3, "Statement of Services".

1.3 CMHC Background

CMHC is the Government of Canada's National Housing Agency, with a mandate to help Canadians gain access to a wide choice of quality, affordable homes. It is a Crown corporation, with a Board of Directors, reporting to Parliament through the Minister of Employment and Social Development, Minister for Democratic Reform, and Minister responsible for Canada Mortgage and Housing Corporation, the Honourable Pierre Poilievre.

CMHC has nearly 2,000 people located at its National Office in Ottawa, and at various Business Centres throughout Canada. The Business Centre areas are divided into five regions: Atlantic; Quebec; Ontario; British Columbia; and Prairies & Territories.

This Request for Proposal applies to properties located in the territory of Quebec only.

1.4 Purpose of Request for Proposal

CMHC uses a Request for Proposal (RFP) to describe its requirements, ask Proponents for their proposed solutions, describe the criteria which will be used in evaluating proposals and selecting a lead Proponent, and outline the terms and conditions under which the successful Proponent will operate or supply goods and/or services. In an RFP process, proposals and Proponents are evaluated in terms of ability to satisfy the stated requirements, while providing "Best Value" to CMHC in terms of price.

CMHC's contracting and procurement activities are decentralized among CMHC's National Office in Ottawa and various Business Centres throughout Canada.

The policy pertaining to the selection of suppliers is based on the principle that all suppliers must be treated fairly and equally. Suppliers are defined as an individual or firm that could provide, or has provided, goods or services or construction under contract.

CMHC utilizes the Supplier Information (SI) database, maintained by **Business Access Canada** as the Official CMHC source list. All Proponents **must** be registered with **Business Access Canada** prior to submitting a proposal and must indicate therein their **Procurement Business Number (PBN)**. Suppliers can register on the **Business Access Canada website (<https://buyandsell.gc.ca/>)** or by phone at: 1-800-811-1148. Current suppliers who are not enrolled in the Business Access Canada SI must do so by accessing the Business Access Canada Web site.

1.5 Schedule of Events

The following schedule summarizes significant target events for the RFP process. The dates may be changed by CMHC at its sole discretion and shall not become conditions of any contract which may be entered into by CMHC and the selected Proponent.

Date	Activities
August 24, 2015	Issuing of Request for Proposal
September 10, 2015 at 4:30 p.m. (EDT)	Deadline for submitting questions
September 17, 2015 at 4:00 p.m. (EDT)	Submission deadlines
End of September 2015	Evaluation and selection of lead Proponent
November 2015 *	Contract award and Proponent selection notice
February 1, 2016	Beginning of contract activities
Upon request, until the 30th day following the contract award	Debriefing with the unsuccessful Proponents

1.6 Mandatory Requirements

Throughout this RFP, certain requirements are identified as mandatory. A mandatory requirement is a minimum standard that a proposal must meet in order to be considered for further evaluation. Mandatory is defined as having substantial compliance as assessed by CMHC in its sole and absolute discretion.

Mandatory requirements are identified in:

- Section 1 – General Information
- Section 2 – Submission Instructions
- Section 3 – Statement of Services
- Section 4 – Proposal Requirements
- Section 6 – Proposed Contract
- Appendix F – Certificate of Submission

Caution: Proposals which fail, in the sole discretion of CMHC, to meet any mandatory requirement will be eliminated from further consideration in the evaluation process. However, CMHC reserves the right to waive any mandatory requirements if it deems fit and appropriate to meet the interests of and provide best value to CMHC. This clause should be interpreted solely for the benefit of CMHC and not for the benefit of the Proponents.

*** Note : Subject to change depending on the date of the federal election**

1.7 Proponent Feedback

CMHC aims to continuously improve its bid documents and procedures. CMHC welcomes input regarding Proponent experience in responding to its RFPs, whether as a compliment or suggestion for future RFPs.

Proponents may submit comments labelled as ***Proponent Feedback RFP n° 201501915*** to the name and address provided in Section 2.4.

As CMHC does not wish to be perceived as influenced by such feedback in the award decision, proponents are requested to submit their feedback after the contract award has been announced.

Any Proponent who notes a material flaw in the RFP that could affect the outcome should report it as specified in Section 2.4

1.8 Income Tax Reporting Requirement

As a federal Crown Corporation, CMHC is obliged under the Income Tax Act and Regulations to report payments made by the Corporation to suppliers of goods and/or services by using a T1204 supplementary slip. CMHC must therefore obtain the necessary information from suppliers (including the Contractor's social insurance number and/or corporate identification number) in order to allow it to complete the T1204 supplementary slip. The lead Proponent(s) will be required to complete and sign a Supplier - Direct Deposit and Tax Information Form (CMHC/SCHL 3085) prior to execution of this Agreement.

1.9 Procurement Policy Re : The Environment

CMHC fully supports the principle of sustainable development. Economic development and the preservation of the environment are given equal consideration to ensure that the actions of one generation do not compromise the ability of future generations to have an equal quality of life.

To this end, CMHC is dedicated to integrating sound environmental practices into its procurement practices.

2 SECTION 2 – SUBMISSION INSTRUCTIONS

2.1 Overview of Section 2

The purpose of Section 2 is to inform the proponent about CMHC's procedures and rules pertaining to this RFP process.

Proponents are advised that CMHC has provided as Appendix E, Section 7.5, a Mandatory Compliance Checklist for their benefit to complete prior to submission. This is to assist the Proponents in ensuring that they comply with all Mandatory criteria as non-compliance will result in disqualification.

2.2 Certificate of Submission Mandatory

The Certificate of Submission, Appendix F, Section 7.6, summarizes some of the mandatory requirements set out in the RFP. It is a mandatory requirement that a proposal include a Certificate of Submission (or an accurate reproduction) signed by the Proponent. Refer to Section 1.6 Mandatory Requirements.

Proponents must submit a signed Certificate of Submission as part of their proposal. Should a Proponent not include the signed Certificate of Submission the Proponent will be notified by CMHC and given 48 hours to comply this requirement.

The Certificate of Submission must be attached to Appendix A, Section 7.1. of this RFP.

2.3 Delivery Instructions and Deadline Mandatory

Timely and correct delivery of proposals to the exact specified proposal delivery address is the sole responsibility of the Proponent. All risks and consequences of incorrect delivery of proposals are the responsibility of the Proponent. CMHC will not assume or have transferred to it those responsibilities.

Number of copies

One (1) signed original and three (3) copies of the complete proposal are to be submitted.

Method of Sending

Proposals sent by facsimile machine or e-mail will not be accepted.

Packaging and Address

Proposals, including all supporting documentation, are to be sealed and comply with the requirements indicated in Section 2.9 below. The outermost packaging of the proposal, including any courier or delivery packaging, must indicate all of the following information and be addressed exactly as follows :

Reception – 1st Floor

Canada Mortgage and Housing Corporation
1100 René-Lévesque Blvd West
1st Floor
Montréal (Québec) H3B 5J7

DO NOT UNSEAL

Attention : Professional Services and Real Estate

REQUEST FOR PROPOSAL :**Real Estate Brokerage Services
RFP #201501915**

Proposals arriving late will be automatically rejected and returned, unopened, to the Proponent.

Submission Deadline**Mandatory**

Your proposal must be **received** at the exact location as specified above on or before the submission deadline set as:

4:00 p.m. local Montréal time (EDT), on September 17, 2015. Proposals arriving late will be automatically rejected, and proposals will be returned, unopened, to the Proponent.

2.4 Inquiries

All questions regarding this RFP must be sent by e-mail or facsimile to the following person:

Camille Attia, Procurement Advisor
Facsimile : (613) 748-2554
cattia@cmhc-schl.gc.ca

Information given verbally by any person within CMHC shall not be binding upon CMHC. Proponents must have written confirmation from CMHC for any changes, alterations, etc., concerning this RFP. CMHC cannot guarantee a reply to inquiries received less than seven calendar days prior to the closing date.

All written questions submitted which in the opinion of CMHC affect all Proponents, will be answered by CMHC in writing and distributed to all Proponents by the Government Electronic Tendering Service (GETS). All identification related to the inquiry will be removed in the response. Any questions of a proprietary nature must be clearly marked. CMHC will determine, at its sole discretion, whether it will respond to the question.

In the event that it becomes necessary to revise any part of the RFP as a result of any inquiry or for any other reason, an addendum to this RFP will be provided through the GETS to each Proponent to whom CMHC has issued this RFP.

2.5 Communication

During proposal evaluations, CMHC reserves the right to contact or meet with any individual Proponent in order to obtain clarification of its submission or to gain insight into the quality and scope of relevant services. A Proponent will not be allowed to add, change or delete any information during this process. CMHC is in no way obliged to meet with any or all Proponents for this purpose.

2.6 Proponent Contact

The Proponent shall name a person in their proposal to act as a primary contact for CMHC during the evaluation period. A secondary contact should also be provided for backup purposes.

2.7 Offering Period

Mandatory

All responses must provide that the terms of the response including the pricing proposal, shall remain valid and binding on the Proponent for a period of *ninety (90)* days following the closing date.

2.8 Changes to Submission

Changes to the submitted proposal can be made, if required, provided they are received as an addendum to, or clarification of, previously submitted proposal, or as a complete new proposal to cancel and supersede the earlier proposal. The addendum, clarification, or new proposal, must be submitted as per the delivery instructions outlined in Section 2.3, be clearly marked “**REVISION**”, and be received no later than the submission deadline. In addition, the revised bid must include a description of the degree to which the contents are in substitution for the earlier proposal.

2.9 Requirements on the Proposal Format **Mandatory**

Proponents must submit a proposal that complies with the requirements of this RFP.

Proponents must submit a proposal covering all the regions located in the territory of the province of Quebec.

To ensure the integrity and transparency of the selection process, proposals must be submitted in an envelope containing:

- Appendix A, Section 7.1, duly completed;
- Appendix B, Section 7.2, duly completed; and
- A sealed envelope containing Appendix C, Section 7.3, duly completed.

Proposals not meeting this submission requirement may be rejected and will then be returned to the Proponent.

2.10 Multiple Proposals

Proponents interested in submitting more than one proposal may do so, providing that each proposal stands alone and independently complies with the instructions, conditions and specifications of this RFP.

2.11 Liability for Errors

While CMHC has made considerable efforts to ensure an accurate representation of information in this RFP, the information contained in this RFP is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by CMHC, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve Proponents from forming their own opinions and conclusions in respect of the matters addressed in this RFP.

2.12 Verification of Proponent's Response

The Proponent authorizes CMHC to conduct such investigation as it deems appropriate to verify the contents of the proponent's response.

2.13 Ownership of Responses

All responses and related materials become the property of CMHC and will not be returned to the Proponent. CMHC will not reimburse the Proponent for any work related to, or materials supplied in the preparation of the RFP response.

All information regarding the terms and conditions, financial and/or technical aspects of the Proponent's proposal, which, in their opinion, are of a proprietary or confidential nature, must be clearly marked "**PROPRIETARY**" or "**CONFIDENTIAL**" at each item or at the top of each page. Proponents' documents and information so marked will be treated accordingly by CMHC. Notwithstanding the foregoing, Proponents are advised that as a Crown corporation, CMHC is subject to the federal legislation with respect to access to information and privacy. Information submitted by third parties will be protected or may be required to be disclosed in specific circumstances pursuant to the federal legislation.

2.14 Proprietary Information

Information contained in this RFP is to be considered “Proprietary Information” and the Proponent is not to disclose this information to any party other than the Proponent’s employees or agents participating in the response to this RFP.

2.15 Corporation Identification

The Proponent agrees not to make any use whatsoever of CMHC’s name, logo or any official or registered trademark, without obtaining the prior written consent of CMHC.

2.16 Declaration re : Gratuities

In submitting its proposal, the Proponent certifies that no representative for the Proponent has offered or given a gratuity (e.g. an entertainment or gift) to any CMHC employee, Board member or Governor-in-Council appointee; and intended, by the gratuity, to obtain a contract or favourable treatment under a contract.

2.17 Conflict of Interest

- a) The Proponent and its principals, employees and agents shall avoid any conflict of interest during the term of this RFP, and any agreement arising from this RFP, and shall immediately declare any existing, potential or apparent conflict and shall, upon direction of CMHC, take steps to eliminate any conflict or perception that a conflict of interest exists.
- b) The Proponent must not provide any services to any third party in circumstances that might reasonably give rise to a conflict of interest, including a conflict between the Proponent’s duties to that third party and the Proponent’s duties to CMHC.
- c) In the event that a conflict of interest, real or perceived, cannot be resolved to the satisfaction of CMHC, CMHC shall have the right to immediately cease any relation. All portions of the work performed, or the services rendered, at the date of termination shall be forwarded to CMHC and CMHC shall be liable for payment to the Proponent of an amount which, in the sole opinion of CMHC, constitutes reasonable payment for the partial performance of the Proponent’s obligations under this RFP or any agreement arising from this RFP. Upon such payment, CMHC shall have no further obligation of any nature or kind to the Proponent.
- d) No Member of the House of Commons may be a party to this RFP or any agreement arising from this RFP or be entitled to any benefit resulting therefrom.
- e) Any former public office holder must be in compliance with the post-employment provisions of the *Conflict of Interest Act* in order to derive a direct benefit from any agreement which may arise from this RFP.

2.18 Declaration re : Bid Rigging and Collusion

In submitting its proposal, the Proponent certifies that:

- a) prices as submitted in its proposal have been arrived at independently from those of any other Proponent;
- b) the prices as submitted have not been knowingly disclosed by the Proponent, and will not knowingly be disclosed by the proponent prior to award, directly or indirectly, to any other Proponent or competitor; and
- c) no attempt has been made, nor will be made, to induce any other person to submit, or not to submit, a proposal, for the purpose of restricting competition.

2.19 Bid and Contract Security

Mandatory

The submission must be accompanied by bid security in the amount equal to FIFTY THOUSAND CANADIAN DOLLARS (\$50,000) in one of the following forms:

- a) surety bond;
- b) a certified cheque drawn on a financial institution governed by the *Bank Act or An Act Respecting Financial Services Cooperatives (Quebec)*;
- c) Bearer or negotiable bonds issued or guaranteed by the Government of Canada;
- d) a bank draft.

Any bond submitted with the proposal must be obtained from the list of Treasury Board approved bonding companies. This list is located at the following Web site:

<http://publiservice.tbs-sct.gc.ca/pubs_pol/dcgpubs/Contracting/contractingpol_I_e.html>

If the Proponent is not selected, the security will be returned to it. The security of the selected Proponent will serve as contract security and the amount paid will be retained for the duration of the contract, including any renewal.

Certified cheques provided as contract security will be cashed by CMHC. Depending on the terms and conditions of the contract awarded as a result of this RFP, CMHC may reimburse the amount to the Proponent.

2.20 Intellectual Property Rights

All material, reports and other work product produced under this RFP and the resulting agreement will be the sole property of CMHC. The Proponent warrants that the Proponent is the only person who has or will have moral rights in the material created by the Proponent and supplied under this RFP and the resulting agreement and the Proponent hereby waives in favour of CMHC all of the Proponent's moral rights in the

material, as provided for in the *Copyright Act*. Upon the material coming into existence, the Proponent agrees to execute any document requested by CMHC acknowledging CMHC's ownership of the material and work product and the waiver of the Proponent's moral rights therein.

2.21 Non-Disclosure of CMHC Information

Under this section, "CMHC Information" refers to any and all information which is managed, accessed, collected, used, disclosed, retained, received, created or disposed of in order to fulfil the requirements of the contract, however obtained. Without limiting the generality of the foregoing, CMHC Information includes data held in any type of electronic format and information provided directly, indirectly or through third parties to the Proponent, any subcontractor, reseller, agent or any other person engaged to perform the work under the contract.

The Proponent acknowledges and understands that all CMHC Information is subject to Canadian laws on privacy and access to information under which CMHC is bound and that CMHC considers CMHC information to be under its custody and control at all times.

The Proponent further understands and agrees to treat all CMHC Information as proprietary, confidential and sensitive unless otherwise specifically priorly agreed to in writing by CMHC. The Proponent shall restrict access to CMHC Information to those person who have a need to know this information in order to perform the work under this RFP or any resulting contract.

The Proponent shall ensure that CMHC Information shall remain in Canada and expressly agrees to segregate CMHC Information (whether in electronic format or in hard copy) from any other information in a database or repository physically independent from all other databases or repositories. Without limiting the generality of the foregoing, the Proponent shall not and shall ensure that any subcontractor, reseller, agent or any other person engaged to perform any part of the work does not release, share or otherwise divulge CMHC Information to any other person including subsidiaries, branch offices, partners of the Proponent or subcontractors without the prior written consent of CMHC.

Where disclosure of CMHC Information is required pursuant to a lawful requirement or for the purposes of complying with a subpoena or warrant lawfully issued or lawfully made by a court, person or body, the Proponent shall notify CMHC promptly after discovering the potential of disclosure of the CMHC Information so that CMHC has the opportunity to seek a protective order or other appropriate remedy.

The Proponent also agrees that in the event that disclosure of CMHC Information is required by a valid and applicable law, it shall, in co-operation with CMHC, do all things possible to prevent access to CMHC Information including but not limited to taking appropriate legal action against disclosure, providing information and other assistance in order for CMHC to take appropriate legal action against disclosure and ensuring that disclosure is strictly limited to the information lawfully requested.

3 SECTION 3 – STATEMENT OF SERVICES

3.1 Overview of Section 3

This section of the RFP is intended to provide the prospective Proponent with the information necessary to develop a competitive proposal. The Statement of Services is a complete description of the tasks to be done, results to be achieved and/or the goods to be supplied

3.2 Mandatory Requirements

A mandatory requirement is a minimum standard that a proposal must meet in order to be considered for further evaluation.

Any mandatory requirements associated with the Statement of Services are clearly identified in Section 4 - Proposal Requirements.

The Mandatory Compliance Checklist is located at Appendix E, Section 7.5

3.3 Description of Services

The Proponent's main task will be to offer for sale, as CMHC's exclusive intermediary, the portfolio of properties comprising one to six units on the territory of the province of Quebec. The services required by CMHC are further described below in the Section 6.3.

The proposals received will be evaluated in relation to the profile of the firm sought by CMHC, as described in appendix D, subsection 7.4.

The proponent acknowledges that it will take charge of the portfolio of properties entrusted by CMHC, in their current condition, and that it will make no claim against CMHC regarding their condition or otherwise, subsequent to the execution of any agreement arising from this RFP.

3.3.1 Territory Covered by the Contract

Attention : several regions defined by the real estate boards were merged in order to perform the evaluation of the proposals.

The territories covered by the contract are as follows :

REGIONS	REAL ESTATE BOARD REFERENCE
Outaouais	Outaouais
Abitibi-Témiscamingue	Abitibi-Témiscamingue
Laval Laurentides	Grand Montréal Laurentides
Mauricie Lanaudière	Mauricie Lanaudière
Montréal	Grand Montréal
Montréal Centre-du-Québec Estrie	Grand Montréal, Haute-Yamaska, St-Hyacinthe Centre-du-Québec Estrie
Capitale-Nationale Chaudière-Appalaches	Québec
Saguenay-Lac-St-Jean Nord-du-Québec	Saguenay-Lac-St-Jean Abitibi-Témiscamingue (couvre le Nord du Québec)
Gaspésie-Îles-de-la-Madeleine Bas Saint-Laurent	Québec
Côte-Nord	Québec

The Proponent will have complete responsibility for the marketing, negotiation and sale of the portfolio of properties.

It is important to note that CMHC is selling the properties of the portfolio as is, without any legal warranty. The properties may necessitate certain work.

3.3.2 Document Retention

The Proponent must be able to meet CMHC's standards and directives on preservation of documents. In particular, he must store boxes of documents identified in accordance with the procedure indicated by CMHC (use of forms, etc.), and create and maintain a master list containing information on the contents of the boxes stored, etc.

4 SECTION 4 – PROPOSAL REQUIREMENTS

4.1 Overview of Section 4

Proposal responses are to be organized and submitted in accordance with the instructions in this section and Sections 2.3 and 2.6 above.

Elaborate or unnecessarily voluminous proposals are not desired. Proponents are encouraged to take care in completely answering questions and proposal requirements and to avoid submitting extraneous materials that do not show how the proponent intends to meet requirements.

Requirements for each response item are detailed below.

4.2 Mandatory Proposal Requirements

Certain requirements in section 4 are identified as mandatory. See Section 1.6 Mandatory Requirements

4.3 Additional Proposal Requirements

Mandatory

Attention : several regions defined by the real estate boards were merged in order to perform the evaluation of the proposals.

Mandatory information under this section must be completed by the Proponent in **Appendix A, Section 7.1 and in Appendix B, Section 7.2.3.**

The Proponent must:

- 1) have at least one real estate brokerage point of service in each ten (10) regions indicated in Section 3.3.1;
- 2) have a website other than the research tool provided by the real estate boards, identifying the list of properties subject to the contract, by region, with photos and including a link referring to the description of each;
- 3) have on its staff one (1) executive officer of an agency within the meaning of the *Real Estate Brokerage Act* with a minimum of five (5) years of experience in real estate brokerage. The Proponent must include in its proposal the executive officer's resumé;
- 4) having on its staff one (1) person responsible for the real estate brokerage services contract with a minimum of five (5) years of experience in real estate transactions. The Proponent must include in its proposal the responsible's resumé;
- 5) provide the OACIQ licence number as a real estate;
- 6) be a member of all twelve (12) real estate boards of the regions subject to this RFP, or else prove that the regional practice differs, subject to CMHC's prior approval.

Non-compliance with any of the requirements listed in Appendix A, Section 7.1, could result in rejection of the proposal.

4.4 Proponent's Qualifications

Mandatory

CMHC promotes and encourages innovative ideas from the proponents. For example, this may include ideas promoting effective decision-making or increased organizational performance, or an imaginative way to offer added value that can benefit our mutual customers. These opportunities must be submitted in the proposals and possibly be accompanied by a demonstration of how these services or measures are an innovative solution for CMHC.

The Proponent's proposal must complete and attach to Appendix B, Section 7.2, the following documents about the Proponent's qualifications:

- a) A document presenting the firm, its clients and its main achievements;
- b) The resumé of the executive officer of the agency, the resumé of the person responsible for the real estate brokerage services contract and the resúmes of all the persons occupying a position identified in the organizational chart submitted, while ensuring having obtained the consent of those persons in this regard;
- c) An organization chart of the resources and activities in order to meet the requirements and the contractual obligations to CMHC;
- d) A document describing the resources presented in the organization chart according to the following topics: qualifications, main duties and main responsibilities;
- e) A document describing the organizational and operational links between the internal resources, the external resources and CMHC;
- f) A document describing the approach in order to assure CMHC and its clientele of efficient, quality service;
- g) A document describing its quality control approach, particularly :
 - The details of the methods used to assure the quality of the work and thus promote better results and a higher performance for CMHC;
 - The reaction mechanisms in case of errors, omissions, or delays;
 - The mechanisms to better detect misrepresentations and prevent fraud;
 - The mechanisms to follow-up on various reports.
- h) The table in Section 7.2.3 must be completed by indicating the address of real estate brokerage points of service by region and the years of existence of each of them;
- i) The table in Section 7.2.4 must be completed by indicating the number of properties of 1 to 6 units sold by the Proponent, by region, for the years 2013, 2014 and from January 1st to April 30, 2015;

- j) On request, provide references on contracts of a similar size and scope which the Proponent has carried out, including, for each: company name and address; contact person name and phone number. CMHC may approach any such contact person for information relating to the quality of work performed by the Proponent.

4.5 Response to Statement of Services

Mandatory

The response of the Proponent required by this section shall be indicated in Appendix B, according to the specifications listed in section 3, The Statement of Services.

4.6 Financial Information

Mandatory

4.6.1 Credit Check Authorization

Sole proprietorships and partnerships must provide a statement contained within their proposal giving written permission for CMHC to perform a credit check as required.

4.6.2 Financial Capacity Assessment

CMHC reserves the right to conduct an assessment of the lead Proponent(s) financial capacity. Should the proponent be selected as the lead Proponent following the RFP evaluation process, CMHC will request the necessary financial statements to confirm the financial capacity of the Proponent. At that time, the lead Proponent(s) must provide to CMHC the following information, as appropriate upon 72 hours of CMHC's request.

Note: Failure to comply with the Financial Information submission requirements as indicated above and within this section, will result in disqualification of the lead Proponent(s) at which time no further consideration will be provided to the respective submission(s).

CMHC requires the provision of the financial statements for the analysis of financial capacity. The proponent must provide a complete set of signed, detailed, audited financial statements for each of its last three (3) years. The Proponent must agree to provide any other financial information that CMHC may subsequently request. The auditor's report must be signed by an appropriate officer of the audit firm. In the case that your financial statements are not audited, CMHC will only accept them if they are accompanied by a signed review engagement report for each year. A complete set of financial statements consists of all the following items:

1. Auditor's Report (or Review Engagement Report),
2. Balance Sheet,
3. Income Statement,
4. Cash Flow Statement,
5. The Notes to the Financial Statements.

4.7 Compensation for Sales

Mandatory

In the envelope containing Appendices A and B, the Proponent shall include, in a separately sealed envelope, the duly completed form of compensation for sales, which is found in Appendix C, Section 7.3.

All prices and amounts of money in the proposal are to be quoted in Canadian dollars and be exclusive of the Goods and Services Tax (GST) and Quebec Sales Tax (QST).

The GST and QST shall be extra to the price quoted by the supplier and is payable by CMHC.

4.8 Official Languages

Mandatory

The Proponent must confirm within Appendix A, Section 7.1, that its organization is able to provide all services in both official languages (French and English).

5 SECTION 5 - EVALUATION AND SELECTION

5.1 Overview of Section 5

Section 5 describes the process CMHC will use to evaluate proposals, select a lead Proponent and finalize and sign a contract.

The lowest cost or any proposal will not necessarily be accepted and CMHC reserves the right to accept or reject any or all proposals in whole or in part.

CMHC reserves the right to alter the stated requirements as needs require and to accept an alternate proposal included in any Proponent's response.

CMHC shall conduct the RFP process in a visibly fair manner and will treat all Proponents equitably. To this end, it has established objective RFP standards and evaluation criteria which will be applied uniformly to all Proponents. Therefore, no Proponent shall have any cause of action against CMHC arising out of a failure to award a contract, the failure to evaluate any proposal, or the methods by which proposals are assessed.

5.2 Limitation of Damages

The Proponent, by submitting a proposal, agrees that it will not claim damages in excess of an amount equivalent to the reasonable costs incurred by the Proponent in preparing its proposal for matters relating to the contract or in respect of the competitive process, and the Proponent, by submitting a proposal, waives any claim for loss of profits if no contract is made with the Proponent.

5.3 Evaluation Table

The Evaluation Table as provided in Appendix D, Section 7.4, lists all the criteria upon which each proposal will be evaluated. The criteria are based on the requirements as provided in this RFP.

5.4 Evaluation Method

Each proposal will be examined by CMHC to determine compliance with each mandatory requirement identified in this RFP. A proposal must comply with all of the mandatory requirements in order to proceed in the evaluation process. A proposal which is deemed by CMHC to be non-compliant in one or more mandatory requirements will be eliminated from further consideration. A proposal which meets all the mandatory requirements will be deemed compliant and will proceed in the evaluation process.

The evaluation process of proposals has two (2) distinct stages.

First Stage:

Each compliant proposal shall be individually evaluated by each member of the Evaluation Committee, made up of qualified personnel. Evaluators shall evaluate and numerically score each proposal in accordance with the evaluation criteria as shown in the Evaluation Table, Appendix D, Section 7.4. Once individual evaluations are complete, the Evaluation Committee will discuss and agree upon a first stage final score for each proposal. To be eligible for the second stage of the evaluation process, the Proponent's score must be equal to or greater than 60% (600 points).

Each compliant proposal that meets the passing grade is qualified to proceed in the second stage of the evaluation process.

Any proposal below the passing grade is automatically rejected. The price envelope (Appendix C, Section 7.3) is returned to the Proponent together with the bid security (Section 2.19).

Second Stage:

For the second stage of the process, the determining factor to award the contract will then be the lowest aggregate price. A simulation of the price will be produced according to the volume of the sold CMHC's properties comprising 1 to 6 units, including those for which CMHC is a creditor, for the year 2014 and the first four months of 2015 (January 1st to April 30, 2015). Take note that only the price envelopes of the Proponents who qualified in the first stage of the process will be opened.

In the event of a situation in which two (2) Proponents submit the same lowest aggregate price, the determining factor to award the contract will be the highest total score, for all regions, on the total number of sales for the years 2013, 2014 and the first four months of 2015, weighted by the average monthly inventory of CMHC's portfolio of properties* comprising 1 to 6 units, by region, for the years 2013, 2014 and the first four months of 2015.

If the Proponents are still tied, the determining factor to award the contract will be the highest total score, for all regions, on the visibility of the points of service, weighted by the average monthly inventory of CMHC's portfolio of properties* comprising 1 to 6 units, by region, for the years 2013, 2014 and the first four months of 2015.

* Including the properties for which CMHC is a creditor.

5.5 Financial Evaluation

CMHC reserves the right to carry out a credit check and/or a financial capacity on the lead Proponent before beginning contract discussions. This is a pass/fail test. Pass means that contract discussions may begin. Fail means that the lead Proponent may not enter into contract discussions and is disqualified from further consideration. The financial evaluation will be based on the information supplied by the Proponent as per Section 4.6 of this RFP.

5.6 Proponent Selection

Acceptance of a proposal does not oblige CMHC to incorporate any or all of the accepted proposal into a contractual agreement, but rather demonstrates a willingness on the part of CMHC to enter into negotiations for the purpose of arriving at a satisfactory contractual arrangement with one or more parties.

Without changing the intent of this RFP or the lead Proponent's proposal, CMHC will enter into discussions with the lead Proponent for the purpose of finalizing the contract. If at any time CMHC decides that the lead Proponent cannot satisfy CMHC's requirements, CMHC may terminate negotiations. If at this time CMHC feels that the secondary Proponent may meet the requirements, CMHC will continue the process with the secondary Proponent and so on.

Announcement of the successful Proponent will be made to all proponents following the signing of a contract.

6 SECTION 6 – PROPOSED CONTRACT

6.1 Overview of Section 6

Mandatory

Attached in Section 6.3 is a proposed contract. The terms and conditions in this draft contract may be incorporated into any contract resulting from this RFP. CMHC reserves the right to add terms and conditions during negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

The proponent's proposal and all associated correspondence from the proponent, where relevant, shall to the extent desired by CMHC form part of the final contract and the proponent must accept that the final contract form will be in a format acceptable to CMHC.

Submission of a proposal constitutes acknowledgement that the proponent has read and, unless otherwise stated in the proponent's proposal (including a declaration in the attached draft contract of any potential conflicts of interest), agrees to be bound by the terms and conditions in the draft contract in Section 6.3 in the event that the proponent is selected by CMHC to enter into a contract agreement.

For the purposes of this section the term "Provider" refers to the successful proponent with whom CMHC enters into a contract agreement.

6.2 Mandatory Contract Terms and Conditions

The terms, conditions or sections of the draft contract in Section 6.3 that are labelled mandatory must be accepted by the proponent without alteration.

6.3 Proposed Contract Template**TABLE OF CONTENTS**

SECTION 1	DEFINITIONS AND INTERPRETATION	29
1.1	Definitions	29
1.2	Interpretation	29
(1)	Recitals	29
(2)	Incompatibility Between the Complementary Documents	30
(3)	Gender and Number	30
(4)	Scope	30
(5)	Computation of Deadlines	30
(6)	Legal Tender	30
(7)	Headings and References Not Affection Construction	30
(8)	Schedules	30
(9)	Invalidity or Unenforceability	30
(10)	Language	30
SECTION 2	PURPOSE	30
SECTION 3	TERM AND RENEWAL	31
3.1	Term of the Agreement	31
3.2	Renewal	31
SECTION 4	RIGHTS AND OBLIGATIONS OF THE PARTIES	31
4.1	Provision of Services	31
4.2	Service Delivery Sites	31
4.3	Assumption of All of the Expenses, Costs, Duties, etc.	31
4.4	Administration of the Services	31
4.5	Notices to Employees and Third Parties	31
4.6	Subcontracting, etc.	32
4.7	Change to the Services	32
4.8	Languages of Business	32
4.9	Designation of the Persons Responsible for the Files	32
4.10	Management of Complaints and Other Requests	32
4.11	Continuous Exchange of Information	32

4.12	Notification of any Incident	33
4.13	Responsibility for Compliance with Laws, etc.	33
	(1) General	33
	(2) Environment	33
	(3) Occupational Health and Safety	33
4.14	Rights of CMHC	33
4.15	CMHC Right to Remedy	33
4.16	Document Retention	33
 SECTION 5 SERVICES TO BE RENDERED WHEN THIS AGREEMENT COMES INTO FORCE AND BANKING ACCOUNTS		 34
5.1	Relisting of the Properties	34
5.2	Change of Name and Address with the Suppliers	34
5.3	Amounts in Trust	34
5.4	Bank Charges	34
 SECTION 6 BROKERAGE SERVICES AND SERVICE LEVELS		 34
6.1	General	34
	(1) Exclusive Intermediary	34
	(2) Responsibilities of the Provider	34
	(3) Listing Mandates	34
	(4) Neutrality of the Provider	35
	(5) Qualification of the Provider's Personnel	35
6.2	Marketing Activities Performed by CMHC	35
	(1) General	35
	(2) Potential Buyers	35
	(3) Setting the Selling Price Sought	35
	(4) Setting the Listing Price	35
6.3	Marketing Procedure for a CMHC Property	35
6.4	Sales by Judicial Authority	35
	(1) Collaboration with the Court Designated Person	35
	(2) Marketing Procedure for Sales by Judicial Authority	36
6.5	Promises to Purchase	36
	(1) Processing Promises to Purchase	36
	(2) Initial marketing	36
	(3) Conditions of Sale	36
	(4) Negotiation of Promises to Purchase	38
	(5) Conflict of Interest of a Potential Buyer	38

6.6	List of Properties for Sale on a Website	38
6.7	Brokerage Activities for the Purposes of Delivery of a Property	38
SECTION 7 COMPENSATION		38
7.1	Financial Responsibility of CMHC	38
7.2	Compensation for Sales	38
(1)	Compensation Rate	38
(2)	GST and QST	39
(3)	Sales Incentive	39
(4)	Compensation Sharing	39
(5)	Realization of the Compensation Payment	40
(6)	Timing of the Compensation Payment	40
(7)	No Compensation in Case of Termination	40
(8)	Conditions Applicable to Billing	40
(9)	Sums Not Stipulated in this Agreement	40
SECTION 8 FOLLOW-UP AND REPORTS		40
8.1	Follow-up Committee	40
8.2	Reports	40
SECTION 9 INSURANCE		40
9.1	Obligation of the Provider, the Real Estate Agency and the Brokers to Hold Insurance	40
9.2	Minimum Insurance Coverage	41
9.3	Notice of Cancellation	41
9.4	Subcontractors' Insurance	41
9.5	Delivery of Insurance Certificates	41
SECTION 10 RELATIONSHIP BETWEEN THE PROVIDER'S REPRESENTATIVES AND CMHC		41
SECTION 11 DESIGNATED REPRESENTATIVES AND COMMUNICATIONS		42
11.1	Designation	42
11.2	Mandate of the Designated Representatives	42
SECTION 12 CONTINGENCY PLAN		42
12.1	Implementation of a Contingency Plan	42
12.2	Subcontractor for the Application of the Contingency Plan	42

SECTION 13	RECORD-KEEPING, INFORMATION AND AUDIT RIGHT	42
13.1	Record-Keeping	42
13.2	Access to Records	42
SECTION 14	CONFLICT OF INTEREST AND DISCLOSURE	43
14.1	Conflict of Interest	43
14.2	No Appearance of Conflict of Interest	43
14.3	Disclosure of Interests	43
14.4	Prohibition to Provide a Service	43
14.5	Members of Parliament	43
14.6	<i>Conflict of Interest Act</i>	43
SECTION 15	CONFIDENTIALITY, INTELLECTUAL PROPERTY AND PERSONAL INFORMATION	43
15.1	Confidentiality	43
15.2	Exceptions	43
15.3	Injunctive Relief	44
15.4	Treatment of Confidential Information Upon Termination	44
15.5	Intellectual Property	44
15.6	Personal Information	44
SECTION 16	REPRESENTATIONS AND WARRANTIES	44
16.1	Representations and Warranties of the Parties	44
16.2	Validity Period	45
SECTION 17	TERMINATION	45
17.1	Termination Notices	45
	(1) Termination by One of the Parties With Prior Notice	45
	(2) Termination by CMHC With Prior Notice	45
	(3) Termination by CMHC Without Prior Notice	46
17.2	Survival of Certain Obligations	46
17.3	Obligations of the Provider Upon Termination	46
17.4	Delivery of Files and Accounting Upon Termination	46
17.5	Termination for Force Majeure	46
SECTION 18	DISPUTE RESOLUTION	47

18.1	Arbitration	47
18.2	Continuous Performance	47
SECTION 19 INDEMNIFICATION		47
19.1	Indemnification	47
19.2	Notice of Claim	47
19.3	Other Recourses	48
SECTION 20 GENERAL		48
20.1	Costs for Entering into this Agreement	48
20.2	Public Announcements	48
20.3	Notice	48
20.4	Assignment and Successors	49
20.5	General Cooperation and Other Acts	49
20.6	Entire Agreement	49
20.7	Modifications	49
20.8	Waiver	49
20.9	Severability	49
20.10	Counterparts	49
20.11	Applicable Laws	49
20.12	Relationship	49
20.13	Independent Legal Opinion	50
Schedule 1.1 Definitions		51
Schedule 4.7 Change to the Services		53
Schedule 6.3 Marketing Procedure for a CMHC Property		54
Schedule 6.4 Marketing Procedure for Sales by Judicial Authority		56
Schedule 6.7 Brokerage Activities for the Purposes of Delivery of a Property		57
Schedule 12 Contingency Plan		58

The Parties entered into this **BROKERAGE SERVICES AGREEMENT** on _____.

BETWEEN :

duly authorized, as it so declares;
(hereinafter the “**Provider**”)

AND :

CANADA MORTGAGE AND HOUSING CORPORATION, a legal person and Crown corporation established under the *Canada Mortgage and Housing Corporation Act*, R.S.C. (1985) c. C-7, having its head office at 700 Montreal Road, in the City of Ottawa, Province of Ontario, K1A 0P7, and a directly interested place of business at 1100 Boul. René-Lévesque Ouest, 1st floor, Montreal, Quebec, H3B 5J7 herein acting through and represented by _____,
_____, _____ and by _____,
_____, _____, duly authorized, as they so declare;
(hereinafter “**CMHC**”)

WHEREAS CMHC is the owner or mortgage creditor of properties located in the Province of Quebec;

WHEREAS CMHC is likely to acquire other properties and other mortgage claims against properties, all of these properties being located in the Province of Quebec;

WHEREAS CMHC wishes to obtain certain services from the Provider under this Agreement regarding the marketing and sale of these properties;

WHEREAS the Provider is a brokerage firm possessing the expertise and resources necessary to market and sell such properties;

WHEREAS the Provider has accepted to provide the services required by CMHC under this Agreement following the request for proposal no 201501915 (the “RFP”);

THEREFORE, the Parties agree as follows:

SECTION 1 DEFINITIONS AND INTERPRETATION

1.1 Definitions. In this Agreement and the related Schedules, unless they are defined otherwise, the key terms have the meaning given to them in Schedule 1.1.

1.2 Interpretation.

- (1) **Recitals.** The recitals are an integral part of this Agreement.

-
- (2) **Incompatibility Between the Complementary Documents.** In case of incompatibility or inconsistencies between the Complementary Documents, the terms and conditions of this Agreement will prevail over the terms and conditions of a Complementary Document, unless it contains an express contrary indication, and the principal clauses of this Agreement will prevail over the Schedules, unless they contain an express contrary indication.
- (3) **Gender and Number.** For the purpose of this Agreement, insofar as the context permits, the masculine includes the feminine and the singular includes the plural, and vice versa.
- (4) **Scope.** The words “including” and “in particular”, when they follow a general term or statement, shall not be interpreted as limiting this general term or statement to the specific matters mentioned immediately after these words or to analogous matters, the intention being that the general term or statement will refer to all the other questions which reasonably could fall within its broadest possible scope.
- (5) **Computation of Deadlines.** In the computation of deadlines, the day marking the starting point is not counted but the expiry date is counted.
- (6) **Legal Tender.** Unless stated to the contrary, the amounts indicated in this Agreement are expressed in legal tender of Canada.
- (7) **Headings and References Not Affecting Construction.** The headings and references to sections, subsections or schedules in this Agreement are only included to facilitate their use and are not part of this Agreement; moreover, they shall not be used to construe, define or restrict the scope or intention of this Agreement or a provision thereof. Any reference to a section, subsection or any other specific subdivision of this Agreement concerns the section, subsection or other specific subdivision of this Agreement.
- (8) **Schedules.** The following Schedules appended to this Agreement are an integral part hereof and may be amended from time to time by the Parties in writing:
- Schedule 1.1 : Definitions ;
 - Schedule 4.7 : Change to the Services ;
 - Schedule 6.3 : Marketing Procedure for a CMHC Property ;
 - Schedule 6.4 : Marketing Procedure for Sales by Judicial Authority ;
 - Schedule 6.7 : Brokerage Activities for the Purposes of Delivery of a Property ;
 - Schedule 12 : Contingency Plan.
- (9) **Invalidity or Unenforceability.** If a provision of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability of such provision will not affect the validity or enforceability of the other provisions of this Agreement, which will continue to have full effect;
- (10) **Language.** In case of a conflict of interpretation between the French and English versions of the Agreement, the French version of this Agreement will prevail.

SECTION 2 PURPOSE

Purpose. The purpose of this Agreement is to record in writing the terms and conditions of the Services to be provided regarding the marketing and sale of the Properties for which CMHC has retained the Provider according to the provisions of this Agreement.

SECTION 3 TERM AND RENEWAL

3.1 Term of the Agreement. Subject to early termination in accordance with the other provisions of this Agreement, this Agreement and the Complementary Documents have a term of twenty-four (24) months, commencing February 1, 2016 and ending January 31, 2018 (the "Initial Term").

3.2 Renewal. This Agreement may be renewed in whole or in part by CMHC, at its sole discretion, for a period of one (1) year commencing the day after the end of the Initial Term, up to a maximum of two (2) consecutive renewals, each of these renewals having an individual term of one (1) year except in case of prior notice to the contrary (the Initial Term and each renewal term are individually and collectively called the "Term").

For each of the two (2) renewals, CMHC, at its sole discretion, will consider the Provider's performance in meeting the contractual requirements specified in this Agreement.

On the occasion of each of the two (2) renewals, if applicable, CMHC will send to the Provider, at least two (2) months before the end of the Term in force, a written notice of its intention to renew or not renew this Agreement. On the occasion of each of the two (2) renewals, if applicable, the Provider may also inform CMHC of its intention not to renew the Agreement by six (6) months' written notice before the end of the then current Term.

SECTION 4 RIGHTS AND OBLIGATIONS OF THE PARTIES

4.1 Provision of Services. The Provider shall provide the Services to CMHC in a professional manner at all times, in accordance with the rules, norms and standards generally in force in the industry and with CMHC's instructions. Moreover, the Provider acknowledges that it is taking over the portfolio in the condition in which it is found upon execution of this Agreement, and that it will make no claim of any nature against CMHC in this regard.

4.2 Service Delivery Sites. The territory subject to this Agreement is the one described in the RFP. The Services shall be provided at the CMHC offices located in Montreal and Quebec City, through any other administrative office of the Provider designated by the Parties.

4.3 Assumption of All of the Expenses, Costs, Duties, etc. Unless expressly indicated to the contrary in this Agreement, the Provider will assume all the expenses, of any nature whatsoever, related to or arising from this Agreement. These expenses include, without limiting the generality of the foregoing, all the costs incurred or required for the provision of the services by the Provider under this Agreement.

4.4 Administration of the Services. The Provider is responsible for administering the resources required for delivery of the Services, including the right to move these resources to other locations. In particular, the Provider shall ensure that a Representative holding the required real estate brokerage licences is physically present at all times on the Service Delivery Sites during the Business Days or, failing that, ensure that the necessary staff is available at all times to perform the tasks required by the Convention, including the negotiation of promises to purchase. Moreover, the Provider shall maintain during the Term of the Agreement at least:

- (1) one (1) Broker working in each of the regions named in the RFP; and
- (2) one (1) real estate brokerage point of service for each of these regions.

4.5 Notices to Employees and Third Parties. The Provider undertakes to give written notice to all the employees, managers and attendants and the union of the employees, as applicable, working on or in relation to each Property, that the Provider is their employer. The

Provider will provide CMHC promptly with written confirmation by these employees that they acknowledge that the Provider is their employer.

4.6 Subcontracting, etc. Subject to CMHC's express approval, the Provider may make a written subcontract with a third party to provide the Services under this Agreement for the unserved area, on condition that such a subcontract meets the Provider's obligations under this Agreement on all points, in particular the selection and evaluation criteria established in the RFP and the confidentiality agreement set out in Section 16 of this Agreement.

For further certainty, it is understood that the Provider remains completely liable to CMHC regarding the subcontractor, including the subcontractor's fulfillment of the obligations that the Provider will subcontract to him, as applicable, under this Agreement. The Provider also has the responsibility to ensure continuous performance of its obligations under this Agreement, without interruption of service, even if, for one reason or another, the Provider interrupts its relationship with its subcontractor. The Provider shall notify CMHC immediately and in writing of any element that may lead to the interruption of the relationship between the Provider and its subcontractor.

At all times, it is the Provider's responsibility to take all the necessary measures to keep informed of the fulfillment by its subcontractor of any responsibility that the Provider will subcontract to him under this Agreement, without CMHC having to keep the Provider informed in this regard and without prejudice to CMHC's rights regarding the liability of the Provider regarding its subcontractor.

Subject to CMHC's approval, the Provider may also enter into a contract with one of its Subsidiaries regarding the subcontracting of certain obligations of the Provider under this Agreement, in which case the provisions of this section regarding the subcontractor will apply to the Subsidiary.

4.7 Change to the Services. Any service not stipulated in this Agreement will be considered a New Service. CMHC may request from time to time, during the Term of the Agreement, that it be provided with a New Service. Any New Service accepted by the Parties becomes a Service and the relevant Schedules will be amended accordingly. Any Service, including any New Service which has become a Service under this Agreement, will end no later than the expiry of the Term, except if there is an agreement between the Parties to the contrary.

4.8 Languages of Business. The business communications between the Provider and CMHC shall be conducted in French, and the Provider shall provide the customers with service in the two (2) official languages (French and English).

4.9 Designation of the Persons Responsible for the Files. CMHC and the Provider shall identify the person or persons responsible for each file. In the case of the Properties owned by CMHC, the Provider is the sole party to whom CMHC will resort for following-up on the activities set out in this Agreement, unless the Parties agree otherwise. However, for the Properties subject to a sale under judicial authority, the Provider and the person designated by the court are the sole parties to whom CMHC will resort.

4.10 Management of Complaints and Other Requests. The Provider shall promptly be informed of and decide on the appropriate measures to take regarding any request for information, complaint and other communications related to a Property which may be addressed by a tenant or by any other person, company or organization.

4.11 Continuous Exchange of Information. CMHC and the Provider shall keep each other continuously informed of all the relevant facts and issues regarding the marketing and sale of Properties. For this purpose, they shall meet as required in order to examine these questions and define the general line of conduct to be followed by the Provider, but excluding questions concerning the personnel of the Provider, who are exclusively its responsibility.

4.12 Notification of any Incident. The Provider will immediately notify CMHC in writing of any industrial accident, accident, fire, strike, oil or other hazardous material spill or other incident resulting in property damage or bodily harm and which may lead to proceedings against CMHC.

4.13 Responsibility for Compliance with Laws, etc.

- (1) General. Each Party is responsible for compliance with the Applicable Law to which it is subject and to which its Representatives are subject in the fulfillment of their obligations under the terms of this Agreement.
- (2) Environment. The Provider undertakes to observe the laws and regulations applicable in environmental matters (the "Environmental Laws") under this Agreement. The Provider will hold harmless and indemnify CMHC against any proceedings, suits or claims instituted or filed following an offence against the Environmental Laws by the Provider or its employees, agents, subcontractors or suppliers, or following any spill or leak of petroleum products or other hazardous materials occurring in, on, under or from any property during the Term of the Agreement. Moreover, in the event that an incident involving petroleum products or other hazardous materials occurs regarding a Property, the Provider will promptly notify the competent authorities in the manner prescribed in the Applicable Laws.
- (3) Occupational Health and Safety. The Provider shall take all the necessary measures to protect the health and safety of its own employees and, at CMHC's request, shall provide proof certifying the fact that the Provider has satisfied each and every requirement of the province of the place where each Property is found concerning occupational health and safety. At CMHC's request, the Provider shall also provide the documents reasonably required by CMHC with a view to certifying that the Provider's subcontractors, if any, have complied with the requirements of this paragraph. It is understood that the Provider will act as prime contractor within the meaning of the occupational health and safety laws and will ensure that the health and safety of the users or of any other person will not be affected.

4.14 Rights of CMHC. At any time, and on written notice to the Provider, CMHC reserves the right to:

- (1) withdraw a specific Property marketing mandate from the Provider, in particular to proceed with a block sale;
- (2) keep its single-family homes, its condominium units, the main unit of its duplexes and triplexes, and the main unit of some of its four (4) to six (6) unit buildings vacant;
- (3) suspend the marketing of a Property;
- (4) require that the Provider change the Property's marketing method;
- (5) exclude any Property from the application of this Agreement.

4.15 CMHC Right to Remedy. If the Provider contravenes CMHC's instructions or decisions, does not comply with them or breaches its obligations set out in this Agreement, CMHC may take the measures and commit the sums it considers necessary to correct the situation, including, and without limiting the scope of the following, withholding payments owed to the Provider or outstanding, regarding the services rendered by it, and these sums may be used to set off the expenditures that CMHC will have incurred in order to remedy the above-mentioned breaches.

4.16 Document Retention. The Provider shall retain the originals of any document required by this Agreement throughout the Term of this Agreement and according to the standards and directives established by CMHC, as amended from time to time, in particular as concerns

identification of the files. These documents will be transferred to CMHC according to the following contingencies:

- (1) as long as the Parties will be bound by an understanding to the same effect as this Agreement, no documents will be transferred to CMHC;
- (2) until the expiration or termination of this Agreement, if it is prior to its expiration, CMHC will have access to these documents at any time and they cannot be destroyed notwithstanding any rule to the contrary emanating from the Provider's regulatory authority.

SECTION 5 SERVICES TO BE RENDERED WHEN THIS AGREEMENT COMES INTO FORCE AND BANKING ACCOUNTS

5.1 Relisting of the Properties. The Provider shall relist the Properties held in the portfolio at the time the Agreement comes into force or list them if they were not previously listed within eight (8) Business Days after it comes into force.

5.2 Change of Name and Address with the Suppliers. The Provider shall ensure that it changes its name and mailing address with suppliers, in the manner agreed between the Parties, in order to receive all the statements to pay them and process the invoices and other obligations resulting from the management and operation of the marketing portfolio. CMHC will only assume the normal expenses related to these changes of name and address.

5.3 Amounts in Trust. The Provider shall keep in trust, on account of CMHC, all the rents, security deposits and other sums it receives regarding any Property of the marketing portfolio and deposit them in segregated trust accounts opened with a chartered bank or other financial institution in accordance with its regulatory authority. The Provider may not consolidate or combine in any way the sums received within the context of management and administration of the marketing portfolio with its own funds.

5.4 Bank Charges. CMHC will not assume any bank fees or charges.

SECTION 6 BROKERAGE SERVICES AND SERVICE LEVELS

6.1 General.

- (1) **Exclusive Intermediary.** The Provider shall act as CMHC's exclusive intermediary for the purposes of marketing and sale of the Properties.
- (2) **Responsibilities of the Provider.** The Provider is responsible for the marketing and sale of the Properties. In this regard, it shall design, prepare and implement a marketing plan for each of the Properties, subject to CMHC's approval. The marketing plan shall include, in particular, but without limitation, the items set out in Schedule 6.3 of this Agreement.

The Provider shall supply and transmit, when required, all the material necessary for the sound marketing of the Properties (signs, MLS, photocopies, delivery expenses, photographic expenses, etc).

- (3) **Listing Mandates.** The Provider shall grant the listing mandates for the Properties to Brokers who are accredited and specialized in the sale of the type of property, and who

have a place of business in the regions where the marketed Properties are located. In each case, the Broker shall be responsible for ensuring the fulfillment of all the obligations of the Provider under the terms of this Agreement. In the event that the Broker no longer acts on behalf of the Provider, the Provider shall notify CMHC promptly in writing. CMHC reserves the right to require that the Provider withdraw the listing mandate given to a Broker or entrust the mandate to a new Broker.

The Provider shall disclose the relevant information on the Properties to all interested Parties.

The Provider and the mandated Broker shall collaborate with each other and with the other stakeholders regarding the sale of the CMHC Properties in order to facilitate the marketing process of the Properties until their delivery (in particular, the visits to the Properties, processing of promises to purchase and counter-offers, payment of compensation, etc.).

- (4) **Neutrality of the Provider.** The Provider shall remain neutral when it provides information regarding mortgage financing and refrain from favouring or promoting any lending institution, financing consultant, mortgage insurer or any other stakeholder in the sale transaction by the acquirer and CMHC. The Provider also undertakes not to contract any commercial agreement with the aim of steering the acquirers of CMHC Properties to a lending institution, financing consultant, mortgage insurer or any other stakeholder.
- (5) **Qualification of the Provider's Personnel.** The Provider is responsible for ensuring that its personnel are qualified and that it applies the real estate brokerage provisions and the standards and directives transmitted to them to this effect by CMHC.

6.2 Marketing Activities Performed by CMHC.

- (1) **General.** CMHC will provide any information or document in its possession regarding the Property.
- (2) **Potential Buyers.** CMHC will refer to the Provider or to the Broker every potential buyer who communicates with CMHC during the Term of this Agreement regarding a Property.
- (3) **Setting the Selling Price Sought.** CMHC will establish the selling price sought and, in the case of the Properties of 1 to 6 units, and subject to the other provisions set out in this Agreement, CMHC will disclose this price to the Provider. In this regard, CMHC will consider, in particular, the opinion submitted by the Broker on the realizable selling price. It is understood that the determination of the selling price sought shall ultimately remain CMHC's prerogative, as well as all the other marketing recommendations, including work recommended by the Provider. The Provider shall in no case disclose the selling price sought to the Broker to whom it entrusts the listing mandate.
- (4) **Setting the Listing Price.** CMHC will set the listing price in all cases and it may be revised, as well as all other marketing elements.

6.3 Marketing Procedure for a CMHC Property. The Provider will apply the procedure set out in Schedule 6.3 upon receipt of a brokerage mandate.

6.4 Sales by Judicial Authority.

- (1) **Collaboration with the Court Designated Person.** The Provider and the Designated Person shall collaborate with each other and with the other stakeholders regarding the

Properties put up for sale under the authority of the court, in order to facilitate the marketing process of these Properties up to their delivery (in particular, visits to the Properties, processing of promises to purchase and counter-offers, payment of compensation, etc.).

- (2) **Marketing Procedure for Sales by Judicial Authority.** The Provider will apply the procedure set out in Schedule 6.4 upon receipt of a brokerage mandate transmitted by the Designated Person.

6.5 Promises to Purchase.

- (1) **Processing Promises to Purchase.** The Provider is the only person authorized to submit to CMHC, or to the Designated Person when such person mandates the Provider within the context of a sale by judicial authority, all the promises to purchase received from potential buyers duly completed on the forms prescribed by the Provider's regulatory authority.
- (2) **Initial Marketing.** During the initial marketing, the Provider may not negotiate any promise to purchase within two (2) days after the initial date of listing of the Property with the Multiple Listing Service (MLS).
- (3) **Conditions of Sale.** Each promise to purchase shall be accompanied by the deposit and the following conditions of sale:

CONDITIONS OF SALES	
Taking in Payment	Sale by Judicial Authority
<u>Deposit</u>	
Property of \$100,000 or less : \$1,000 Property of \$100,001 or more : \$2,000	
The deposit must be made by bank draft or certified cheque, upon completion of the sales conditions. The Provider shall ensure that the deposit has been received and deposited in a trust account.	
<u>Inspection</u>	
Within 7 days of acceptance of the promise to purchase.	
<u>Financing</u>	
Within 10 days of acceptance of the promise to purchase.	
<u>Provider's negotiating margin</u>	
\$1,000 below the selling price sought set by CMHC.	None.
<u>Person to whom the promises to purchase must be submitted</u>	
All the accepted promises to purchase must be submitted to CMHC.	All the promises to purchase received must be submitted to the court Designated Person and CMHC.
<u>Document required and appended to the promises to purchase</u>	
Sellers Annexes (refer to Appendix K of the RFP).	
<u>Deadline for review of the promises to purchase</u>	
CMHC will review within 3 Business Days following receipt of the promise to purchase accepted by the Provider and the buyer.	The court Designated Person will review in accordance with the deadlines indicated in the promise to purchase or in the counter-offer.
<u>Suspension of the negotiations</u>	
The Provider may suspend the negotiations but must notify CMHC and act according to its final instructions.	According to the instructions of the court Designated Person.

- (4) **Negotiation of Promises to Purchase.** The Provider is responsible for negotiation of all the promises to purchase regarding a Property of 1 to 6 units, until the sale is closed, in order to comply with the selling price sought by CMHC and allow the buyer to take possession within ninety (90) days. The closing of the sale of any Property of 1 to 6 units is conditional on the review and approval of the documentation regarding the negotiation of the Properties by CMHC.

However, the promises to purchase regarding the Properties which are the object of a sale by judicial authority will be negotiated according to the conditions stipulated by the court for each of these Properties, which conditions may exclude the Provider.

In the event that, during negotiation, a previously unknown factor arises regarding a Property of 1 to 6 units, the Provider shall suspend the negotiations, inform CMHC promptly and wait for its instructions. CMHC, in particular, may ask to terminate the negotiations, withdraw the Property from the market, or continue the negotiations directly itself, in collaboration with the Provider.

- (5) **Conflict of Interest of a Potential Buyer.** The Provider shall not submit to CMHC a promise to purchase submitted by a potential buyer who would be in a conflict of interest regarding the transaction contemplated on the Property, in particular a broker, a subcontractor, etc.

6.6 List of Properties for Sale on a Website. The Provider shall maintain on a website other than the research tool provided by the real estate boards, a list of the repossessed Properties, by region, with photos and including a link referring to the description of each Property. This list will be updated for each addition or sale of a Property.

6.7 Brokerage Activities for the Purposes of Delivery of a Property. The Provider will apply the procedure set out in Schedule 6.7 upon receipt of a property delivery notice transmitted by CMHC.

SECTION 7 COMPENSATION

7.1 Financial Responsibility of CMHC. In consideration of the performance of the Services described in this Agreement, CMHC agrees to pay the Provider an amount as a compensation for sales based on the rates set out in subsections 7.2. CMHC commits, under the terms of this Agreement, up to an amount of eleven million dollars (\$11,000,000) for the Term of the Agreement.

7.2 Compensation for Sales.

- (1) **Compensation Rate.** CMHC agrees to pay the Provider, in consideration of the services rendered under this Agreement, the following sales compensation, depending on the type of property, its location and the selling price of the Property. The sales compensation applicable to the Agreement and the conditions are indicated in the following tables:

Region	% of selling price
Outaouais	
Abitibi-Témiscamingue	
Laval Laurentides	
Mauricie Lanaudière	
Montréal	
Montérégie Centre du Québec Estrie	
Capitale-Nationale Chaudières-Appalaches	
Saguenay, Lac St-Jean Nord-du-Québec	
Gaspésie – Îles-de-la-Madeleine Bas St-Laurent	
Côte Nord	

Note 1: The amounts indicated in the above table do not include the goods and services tax ("GST") or the Quebec sales tax ("QST").

Note 2: Notwithstanding the compensation rates indicated in the above table, CMHC agrees to pay to the Provider a compensation of at least one thousand five hundred dollars (\$1,500).

- (2) **GST and QST.** The sales compensation calculations shall not include the GST and the QST and shall be included in the invoice.
- (3) **Sales Incentive.** CMHC reserves the right, at its sole discretion, to give sales incentives to Brokers for sectors or Properties displaying special characteristics which can pose an obstacle to their marketing and sale.
- (4) **Compensation Sharing.** The Provider shall share the compensation with any other Broker who introduced the buyer of the Property and made that buyer known. However,

- the sales compensation paid to the Broker who introduced the buyer shall at all times be at least equal to forty percent (40%) of the total compensation payable under this Agreement. Compensation sharing and its conditions shall comply with the Applicable Law.
- (5) **Realization of the Compensation Payment.** The sales compensation shall be payable only when the following conditions have been met:
- A promise to purchase made in writing was duly accepted by CMHC or the Designated Person during the Term of this Agreement; and
 - Following acceptance of this promise to purchase by CMHC, the Property was delivered to the buyer within the deadline and on the conditions set out in the promise to purchase, and the balance of sale price owed by the buyer upon delivery of the Property was duly paid by the buyer.
- (6) **Timing of the Compensation Payment.** If CMHC owns the Property, the sales compensation will be paid to the Provider by the notary following the publication of the deed of sale in the land register. In cases where the Property is for sale by the Designated Person, compensation for sales will be paid to the Provider by the Designated Person at the expiry of the legal deadline for contesting the scheme of collocation or when the court has given decision on any opposition to the scheme of collocation.
- (7) **No Compensation in Case of Termination.** Notwithstanding any contrary provision, the Provider is not entitled to any compensation in the event that this Agreement is terminated for one of the causes set out in subsection 17.1 (3) of this Agreement.
- (8) **Conditions Applicable to Billing.** In the event that the Provider requests payment by sending an invoice, it shall grant an interest-free payment period of thirty (30) days from the date the invoice is issued. No invoice shall be submitted by the Provider before the services have been rendered completely or the goods supplied, as applicable.
- (9) **Sums Not Stipulated in this Agreement.** Any other sum claimed in addition to this Agreement, having the effect of reducing the Provider's expenditures or increasing its income or the income of its employees, and which is not clearly identified herein, shall not be reimbursable by CMHC. Non-compliance with this provision will result automatically and as of right in the termination of this Agreement and the seizure by CMHC of the performance guarantee provided by the Provider.

SECTION 8 FOLLOW-UP AND REPORTS

8.1 Follow-up Committee. The Parties will meet every six months to discuss management reports prepared by the Provider in order to solve the problems related to delivery of Services and the attainment of Service Levels and to discuss any other relevant question raised regarding delivery of the Services. The Provider shall prepare the agenda of the meetings after consultation with CMHC and will submit it to CMHC at least five (5) days before the scheduled date of the meeting so that CMHC can prepare for it, as well as the minutes of the meetings.

8.2 Reports. Reports must be submitted to CMHC on time and formats provided in Appendices 6.3 and 6.4 of this Agreement.

SECTION 9 INSURANCE

9.1 Obligation of the Provider, the Real Estate Agency and the Brokers to Hold Insurance. The Provider, the Real estate Agency and the Brokers hereby accept and undertake

to procure and maintain at their own expense, during the Term of this Agreement, the insurance policies required in order to protect CMHC fully in case of claims, liabilities and legal expenses.

9.2 Minimum Insurance Coverage. These insurance policies will name as insured the employees and, as the case may be, any contractual employee of the Provider, the Real Estate Agency and the Broker. These policies shall cover the following risks:

- **Public liability of the firms** for an amount of at least \$5,000,000 per event, in case of bodily injury or property damage, including the loss of enjoyment of this property. The insurance policy shall include the following endorsements: **1)** reciprocal liability, including individuality of coverage; **2)** personal injury; **3)** formal extent of property damage, including risks after work; **4)** general contractual liability; **5)** employer liability or confirmation that all the employees, including the subcontractors and the independent contractors, are covered by the CSST; **6)** public liability of non-owners of motor vehicles; **7)** confirmation that the public liability insurance also covers all the subcontractors; **8)** addition of Canada Mortgage and Housing Corporation as additional insured; **9)** 30 days' written notice of cancellation sent to the Senior Advisor, Corporate Insurance, 700 Montreal Road, Ottawa, Ontario K1A 0P7.
- **Professional liability** according to the regulatory standards in force in the industry, completed by additional coverage of \$1,000,000.
- **Embezzlement**, through combined insurance in the amount of at least \$500,000 against embezzlement, destruction and disappearance, including insurance against embezzlement by personnel, with an extension of the insurance in favour of CMHC, money and securities (broad form – both on and off the premises) and insurance against forgery prejudicial to depositors. This insurance shall cover the Provider, the Real Estate Agency and the Broker (in the case of partnerships) and all of their employees who handle, deposit, sign or in any way process funds, sums and accounts in the performance of this Agreement.
- **Motor vehicle liability** for an amount of at least \$2,000,000 regarding any motor vehicle used in the performance of this Agreement.

9.3 Notice of Cancellation. The Provider will send CMHC 30 day's prior notice to the attention of the Senior Advisor, Corporate Insurance, 700 Montreal Road, Ottawa, Ontario K1A 0P7, before the cancellation of any insurance policy stipulated in this Section 9.

9.4 Subcontractors' Insurance. The Provider shall ensure that the subcontractors, in particular in the event that the management services set out in this Agreement are performed by a subcontractor, hold the insurance required by the standards in force in the subcontractor's industry and those required by this Section 9.

9.5 Delivery of Insurance Certificates. The Provider will deliver the insurance certificate or certificates detailing this coverage within 5 Business Days of execution of this Agreement. In the case of insurance held by the subcontractors, the Provider shall be able to provide the insurance certificates at CMHC's request.

SECTION 10 RELATIONSHIP BETWEEN THE PROVIDER'S REPRESENTATIVES AND CMHC

The Provider and CMHC agree that the Provider's Representatives are not employees or mandataries of CMHC and that this Agreement does not, without limitation, create any partnership, joint venture, employer-employee, mandator-mandatory or principal-agent relationship between CMHC, on the one hand, and the Provider's Representatives, on the other hand. CMHC will at no time be liable for the undertakings, acts, damages incurred, deeds or omissions of the Provider or its employees, partners, mandataries or Representatives and on no occasion shall they represent to third parties that they are employees or Representatives of

CMHC. In this regard, the Provider will instruct each of its Representatives not to purport to be an employee of CMHC. Moreover, the Provider shall not induce third parties, including any union, the personnel in its employ or the occupants of the Properties to believe that it is acting in a capacity other than that of a service provider, for any reason whatsoever.

SECTION 11 DESIGNATED REPRESENTATIVES AND COMMUNICATIONS

11.1 Designation. . CMHC and the Provider each will designate a Delegate with the function of representing this Party in the administration of the Agreement, and may replace this Delegate from time to time or designate a new one on thirty (30) days' written notice addressed to the other Party.

11.2 Mandate of the Designated Representatives. The Delegate of each Party will be the main point of contact for any question regarding delivery of the Services. They will meet at least once every six months, or as needed, to discuss (i) the fulfillment of the respective obligations of each Party under the terms of the Agreement during the previous six months; (ii) proposed changes to the Services; (iii) obligations to be fulfilled by each Party during the next six months; and (iv) any other relevant question concerning this Agreement.

SECTION 12 CONTINGENCY PLAN

12.1 Implementation of a Contingency Plan. The Provider will set up a Contingency Plan in order to establish the procedure for resumption of the Provider's business activities in the event of a disaster affecting the delivery of the Services (the "Contingency Plan"). At CMHC's written request, the Supplier will provide its Contingency Plan to CMHC within five (5) Business Days of the request, with CMHC reserving the right to declare its satisfaction therewith at its sole discretion.

12.2 Subcontractor for the Application of the Contingency Plan CMHC understands and agrees that the Provider may enter into a subcontract regarding the fulfillment of its obligations set out in the Contingency Plan.

SECTION 13 RECORD-KEEPING, INFORMATION AND AUDIT RIGHT

13.1 Record-Keeping. The data, registers and documents of the Provider and CMHC concerning the Properties will be preserved, stored and maintained in the manner required by the Applicable Law.

13.2 Access to Records. For audit purposes, the Provider shall, at the request of CMHC acting reasonably, make available to CMHC's Representatives, or any other person designated by it, all the books and registers regarding the management and operation of the portfolio and, in particular, without limiting the generality of the foregoing, the invoices, vouchers, contracts, and all other relevant documents or information.

If desirable, CMHC may request an independent accounting firm to audit all these books and registers, and the Provider shall cooperate in this audit to the full extent possible. CMHC may also visit and inspect the Properties at any time. The audits shall be conducted according to generally accepted accounting principles.

The Provider undertakes to provide CMHC's internal or external auditors with the original vouchers so that they can perform the audits required, if applicable. The audits may be conducted without notice. However, CMHC shall cooperate with the Provider in conducting the audits, if any, so as to avoid disrupting the firm's everyday activities and to maintain the confidentiality of its activities.

The Provider shall cooperate fully with CMHC in order to comply with any request and any requirement under the *Canada Privacy Act* or the *Canada Access to Information Act*.

SECTION 14 CONFLICT OF INTEREST AND DISCLOSURE

14.1 Conflict of Interest. The Provider and its mandators, employees and mandataries shall avoid any conflict of interest during the Term of this Agreement. They shall report immediately any existing, possible or apparent conflict of interest and, at CMHC's request, shall take measures to suppress any existing or apparent conflict of interest.

If it is impossible to resolve any existing or perceived conflict of interest to CMHC's satisfaction, it is entitled to terminate the Agreement immediately. All the parts of the work performed by the date of termination shall be transmitted to CMHC. CMHC shall pay the Provider an amount which, in CMHC's opinion, constitutes reasonable payment for the partial performance of the Provider's under this Agreement. Once this amount is paid, CMHC no longer has any obligation of any nature whatsoever to the Provider.

14.2 No Appearance of Conflict of Interest. With regard to the performance of the provisions of this Agreement and, more specifically, to the agreements or contracts that the Provider enters into regarding the purchase of supplies or services from third parties that it pays or compensates, the Provider shall, in all circumstances, maintain an independent relationship with such third parties, without any appearance of conflict of interest.

14.3 Disclosure of Interests. When services, materials or supplies are likely to be rendered or supplied, regarding any Property, under an agreement or contract, by a person, firm or organization in which or with which the Provider or one of its agents, directors or shareholders has direct or indirect interests, the Provider shall, before entering into such an agreement or contract, report this fact immediately to CMHC in writing. In such circumstances, CMHC may review the projected agreement or contract, and may accept or reject its conditions.

14.4 Prohibition to Provide a Service. The Provider shall not provide services to any third parties who, in the circumstances, could reasonably result in an apparent or existing conflict of interest, including a conflict between the responsibilities of the Provider to such third party and its responsibilities to CMHC.

14.5 Members of Parliament. No Member of the House of Commons may be a party to this Agreement or be entitled to any benefit that results from it.

14.6 Conflict of Interest Act. Any current and former public office holder shall comply with the provisions of the *Conflict of Interest Act* to be able to take direct advantage of any contract awarded by the Provider under this Agreement.

SECTION 15 CONFIDENTIALITY, INTELLECTUAL PROPERTY AND PERSONAL INFORMATION

15.1 Confidentiality. Except as expressly contemplated in this Agreement or in a Complementary Document, or as expressly required in order to perform its obligations or exercise its rights under this Agreement or a Complementary Document, each Party shall do the following (and ensure that each of its Representatives does the following):

- Maintain complete confidentiality of and refrain from using in any manner or disclosing the other Party's Confidential Information;
- Refrain from taking, deleting or using information from the records of the other Party or any confidential information of the other Party.

15.2 Exceptions. A Party will not violate the conditions of subsection 15.1 or any other provision of this Agreement or any Complementary Document in the following cases:

- It uses or discloses (or, in the case of the Provider, Representatives use or disclose) Confidential Information of the other Party when such use or disclosure is expressly required under the Applicable Law;
- It discloses the other Party's Confidential Information to the Representatives of that Party who have a need to know for the purposes of this Agreement or of any Complementary Document, who are informed of the confidential nature of this Confidential Information and who agree to comply with the conditions of subsection 15.1;
- It mentions, in a general manner, the existence of this Agreement and the type of business relationship established hereby, provided that no condition in particular is disclosed.

15.3 Injunctive Relief. Each Party acknowledges that the fact that it possesses, uses or discloses Confidential Information regarding another Party, or that it has knowledge of or possesses, uses or discloses Data on the files, or that it has knowledge thereof, in breach of its under the terms of this Section 15, may cause irreparable prejudice to the other Party, and it acknowledges that remedies other than injunctive relief may prove inappropriate.

Consequently, despite any contrary provision in this Agreement, each Party has the right to apply for injunctive or equitable relief, without resorting to the dispute resolution procedure described under Section 19, in order to prohibit the unauthorized possession, use, disclosure or knowledge of Confidential Information or Data on the files that would be contrary to this Section 15, and each party has the right to claim damages or solicit any other measure due to such unauthorized possession, use, disclosure or knowledge.

15.4 Treatment of Confidential Information Upon Termination. After termination of this Agreement, each Party, at the request of the other Party, and as soon as possible after the other Party has requested it, shall return to that Party (and ensure that each of its Representatives returns to that Party), all copies of the material items and all the computer material (other than this Agreement and the Complementary Documents), if any, which constitute or contain Confidential Information of the Party making the request in question.

15.5 Intellectual Property. CMHC is the sole owner of all the documents, reports and other work produced at the outcome of this Agreement. The Provider warrants that it is, and will remain, the only person to have the moral rights to the material it creates and supplies in application of this Agreement, and the Provider hereby waives all its moral rights to the material, in accordance with copyright legislation, and assigns them to CMHC. Once the material exists, the Provider agrees to execute any document that CMHC requires and by which it recognizes CMHC as owner of the material and the work produced, and waives its moral rights to such material and work.

15.6 Personal Information. No provision of this Section 15 may be interpreted so as to allow the collection, use or disclosure of information allowing identification of the user contrary to the Applicable Law.

SECTION 16 REPRESENTATIONS AND WARRANTIES

16.1 Representations and Warranties of the Parties. Each Party represents and warrants the following to the other Party, as at the Effective Date:

- a) it is duly constituted, validly exists and is in good standing under the laws of its jurisdiction of incorporation;
- b) it has the necessary rights and powers to sign, execute, deliver and perform its obligations under this Agreement and the Complementary Documents;
- c) the signing, execution, delivery and performance of this Agreement have been duly authorized by all the necessary actions, and the signing, execution, delivery and

- fulfillment of the Complementary Documents will have been duly authorized by all the necessary actions when a duly signed and executed copy of these documents is delivered to the other Party;
- d) this Agreement and the Complementary Documents constitute valid and enforceable legal obligations, which may be enforced in accordance with their conditions, subject to the restrictions on fulfillment imposed by law regarding bankruptcy or similar proceedings, and to the extent that actions in equity, such as a specific performance order and an injunction, may be imposed at the discretion of the court to which the motion is submitted;
 - e) it has not disclosed any confidential information of the other Party, the disclosure of which is not expressly authorized or permitted under the terms of this Agreement or of another agreement or another written consent signed and executed by the other Party;
 - f) the authorization, creation, signing, execution or delivery of this Agreement or of a Complementary Document, and compliance with or fulfillment of the conditions of this Agreement or of the Complementary Documents, have not led or will not lead to a breach or a material violation of the Applicable Law or do not constitute a default under the terms of an agreement, commitment or a material deed to which it is party or under the terms of which its property is or may be bound.

16.2 Validity Period. The Provider and CMHC each represent to the other Party that the representations they have each made and the warranties they have each given above under the terms of this Agreement are accurate and true on the Effective Date and will remain accurate and true during the Term; the Provider and CMHC also each commit to this effect to the other Party. The Provider and CMHC will each notify the other Party immediately in the event that it becomes aware that a representation made or a warranty given herein is no longer accurate and true, or that a commitment made under the terms of this Agreement has not been honoured.

SECTION 17 TERMINATION

17.1 Termination Notices.

- (1) **Termination by One of the Parties With Prior Notice.** Unless otherwise specified in this Agreement, CMHC may, at any time during the Term and for any reason, the other Party written notice of termination, in which case this Agreement will terminate two (2) months after the date of the notice.

The Provider may at any time during the Term and for any reason, give the other Party written notice of termination, in which case this Agreement will terminate six (6) months after the date of the notice.

- (2) **Termination by CMHC With Prior Notice.** CMHC may terminate this Agreement on ten (10) days' prior written notice if the Provider: (i) fails to perform any of its obligations under this Agreement or a Complementary Document, or (ii) breaches such obligations on several occasions, and the cases mentioned under (i) and (ii) have not been remedied within thirty (30) days following receipt of CMHC's notice to that effect. CMHC may also terminate this Agreement upon ten (10) days' prior written notice if there is a change in control of the Provider if such control is acquired, directly or indirectly, by means of a single transaction or a series of related transactions, an acquisition of all or substantially all of the assets of the Provider by any other entity whatsoever, or the merger of the Provider with another entity with a view to establishing a new entity, unless the Provider can demonstrate to CMHC's complete satisfaction that this event will not have any adverse effect on the capacity of the Provider or of the new entity to provide the services contemplated by this Agreement.

- (3) **Termination by CMHC Without Prior Notice.** CMHC may terminate this Agreement, immediately and without notice, if (i) the Provider or the Broker (or one of their directors, officers or senior executives) commits an act of fraud, a criminal act, any serious tort or misconduct, a professional fault endangering the health and safety of persons or the safety of Properties, or an offence under any law applicable thereto, including the *Real Estate Brokerage Act* (Quebec), its regulations or the Code of Ethics enacted thereunder; (ii) the licences required are suspended, cancelled or not renewed or the Provider is unable to act as a broker; (iii) a substantial part of the documentation concerning the portfolio is destroyed by fire or otherwise, or (iv) it becomes unable to meet its obligations as they become due, requests protection under bankruptcy law, becomes insolvent, or is declared bankrupt or insolvent, is subject to proceedings in liquidation, insolvency or winding-up, or a receiver or similar is appointed, makes an assignment for the benefit of all or substantially all of its creditors, or enters into a compromise, extension, arrangement or adjustment regarding substantially all of its obligations with a Person other than an Affiliate.

17.2 Survival of Certain Obligations. Despite the termination of this Agreement, whether arising from the expiration of the Term or any other reason, the following sections and paragraphs will survive termination of this Agreement, whether by reason of expiry of the Term or for any other reason: Section 12 (Contingency Plan), Section 15 (Confidentiality, Intellectual Property and Personal Information), Section 18 (Dispute Resolution), Section 19 (Indemnification) and Section 20 (General).

17.3 Obligations of the Provider Upon Termination. In the event of early termination of this Agreement, if applicable, CMHC shall, in general, pay the Provider an amount which, in CMHC's opinion, represents reasonable payment for partial performance of the Provider's obligations under this Agreement. Once this amount is paid, CMHC shall have no further obligations of any nature whatsoever to the Provider.

More specifically, CMHC accepts to pay the sales compensation due in accordance with Section 8, for a sale made during the Term of the contract. If certain promises to purchase are under negotiation at the termination of this Agreement, the Provider may complete the negotiations. CMHC will pay the sales compensation, in accordance with Section 8, if a sale is closed; otherwise the file will be transferred to the new Provider at the end of the negotiations. However, if the sale is carried out under the terms of a new agreement made with another Provider after the termination of this Agreement, no sales compensation will be paid to the Provider. All the management obligations shall be maintained by the Provider until the sale is closed.

17.4 Delivery of Files and Accounting Upon Termination. The Provider shall remit without delay all the sums it holds or has received or collected for CMHC, without any deduction. Within fifteen (15) days following termination of this Agreement, the Provider shall give CMHC a written accounting of its management and operation of the portfolio of Properties. Within the same period, the Provider shall provide CMHC with a list of all the movable property located in the Properties and deliver all the leases and contracts in force and all the other existing documents and plans, databases and other information on computer media, regarding the Properties. It is understood and agreed that the Provider will collaborate and make available to CMHC and any other supplier all the resources and tools necessary for the transfer of the files and the continuation of the activities regarding the Properties.

17.5 Termination for Force Majeure. In the event that it is impossible for the Provider to honour its obligations under this Agreement by reason of Force Majeure, it shall notify CMHC immediately, by written notice sent by registered mail, and proceed according to the Contingency Plan set out in Section 13. This notice shall state the details of the Force Majeure event invoked. Force Majeure events include, without limitation, war, serious civil commotion, any impediments attributable to the orders and prohibitions of public authorities, acts of public enemies, strikes,

lock-outs and other labour conflicts, riots, floods, hurricanes, fires, explosions and any other disaster which the Provider cannot prevent reasonably. It is understood and agreed that in such a case, CMHC may, at its sole discretion, retain the services of other qualified suppliers without compensating or engage its liability to the Provider.

SECTION 18 DISPUTE RESOLUTION

18.1 Arbitration. In the event that a dispute, claim, issue or disagreement arises from this Agreement or from any Complementary Document, or from the non-performance, termination or purported invalidity of this Agreement or of any Complementary Document, or pertains thereto (in this Section 18, a “**Dispute**”), and that such Dispute cannot be resolved by the appropriate business units of each Party, the Dispute then will be submitted to arbitration, in accordance with the provisions of the *Civil Code of Québec*, without impairing the capacity of a Party to apply to a court for injunctive relief or bring a lawsuit against the other Party in the event of a third-party claim, so that the Disputes pertaining to such third-party claim can be resolved before the same court. In the case of a Dispute pertaining to a matter mentioned in subsection 15.4, this subsection will take precedence. No provision of this Section 18 will have the effect of prohibiting a Party from exercising the rights conferred on it or the recourses at its disposal before a court regarding a matter on which the arbitrator does not or will not rule.

18.2 Continuous Performance. In case of a Dispute, each Party will continue to perform its obligations under this Agreement and the Complementary Documents, unless and until such obligations are ended due to the termination or expiry of this Agreement, in accordance with its terms.

SECTION 19 INDEMNIFICATION

19.1 Indemnification. The Provider shall hold harmless and indemnify CMHC and its directors, officers, employees and Representatives against all claims, losses, obligations and damages, and against related costs and expenditures, including reasonable legal fees on a solicitor-client basis, and against expenditures and costs incurred in the course of an audit, litigation, settlement, judgment and appeal, interest and penalties (the “**Losses**”) arising from or related to the following:

- (1) Non-performance, violation or breach by the Provider or one of its Representatives of any obligation, condition or agreement or any commitment that the Provider or one of its Representatives has the duty to perform, meet or comply with under this Agreement or any Complementary Document;
- (2) Breach of the representations made and the warranties given by the Provider or one of its Representatives under this Agreement or of any Complementary Document, or under any document, commitment or attestation that the Provider or one of its Representatives must provide under this Agreement or any Complementary Document;
- (3) Negligence, errors, omissions, deliberate misconduct or misstatements, including inappropriate advice given to a customer by the Provider or one of its Representatives;
- (4) Any loss resulting from theft, crime, destruction, forgery, dishonesty, fraud or other similar or different criminal activities or torts regarding the sums it is paid, for which it is responsible or which it holds on CMHC's behalf;
- (5) All the costs and expenses incurred in the course of obtaining this indemnification by CMHC, or on its behalf.

19.2 Notice of Claim. If the Provider becomes aware of a claim for which indemnification is provided under subsection 19.1 (a “**Claim**”), it shall give written notice, without delay, presenting the Claim to CMHC.

19.3 Other Recourses. The indemnification rights set out in this Section 20 are in addition to all the other claims CMHC may have under this Agreement.

SECTION 20 GENERAL

20.1 Costs for Entering into this Agreement. Subject to any express provision to the contrary contained herein, each Party shall assume all the expenses and costs it will have incurred in order to enter into this Agreement. Each Party shall assume the expenses of legal counsel, accountants and other professionals whose services it retains for the purposes of entering into this Agreement.

20.2 Public Announcements. Except as otherwise provided in the Applicable Law or after having obtained the other Party's prior written consent, no Party may publish a press release or make a public announcement concerning this Agreement or any Complementary Document, or the transactions contemplated therein. Prior to publishing a press release or making a public announcement provided for under the Applicable Law, a Party shall inform and consult the other Party in this regard.

20.3 Notice.

(1) Any notice, request or other communication which must or may be given or made under the terms of this Agreement shall be made in writing and may be delivered in person, by facsimile or by any other similar means of electronic communication, or when mail or courier services are normally available, it may be sent by registered letter or by messenger to the appropriate address below:

a) to the Provider:

[...]
[...]
[...]

Attention: [...]

Facsimile: xxx-xxx-xxx

b) to CMHC:

1100 Boul. René-Lévesque Ouest
1st floor

Montreal, Quebec H3B 5J7

Attention: [...]

Facsimile: xxx-xxx-xxxx

(2) A communication thus given or made shall be deemed to have been given or made, and to have been received, on the date of its delivery if delivered in person, or on the date it is sent by facsimile or any other means of uninterrupted recorded electronic communication, provided that this date, in either case, is a Business Day and that the communication is delivered or sent before 4:30 p.m. that day. If such is not the case, the communication will be deemed to have been given and made, and to have been received, on the next Business Day. A communication sent by registered mail will be deemed to have been given and made, and to have been received, on the fifth Business Day after its mailing; however, it shall not be mailed during an actual or apprehended interruption of the postal service. A communication delivered or made in any other manner will be deemed to have been delivered or made, and to have been received, only at the time it is actually received.

(3) A Party may change from time to time its address as shown in subsection 20.3 by giving to the other Party notice to this effect as provided under this subsection 20.3.

20.4 Assignment and Successors. This Agreement cannot be assigned by a Party to another Person without the other Party's prior written consent, which may not be unreasonably withheld. At the time of an authorized assignment, the Party proceeding with this assignment remains liable to the other Party and remains subject to the restrictions contained in this Agreement and in the Complementary Documents. This Agreement shall enure to the benefit of and be binding upon the Parties and their respective authorized successors and assigns.

20.5 General Cooperation and Other Acts. The Parties will transmit any other information and will draft and make any other instruments and documents required, from time to time and at any time, in order to give effect to the intent and purpose of this Agreement or of a Complementary Document.

20.6 Entire Agreement. This Agreement, together with the Complementary Documents, is the entire agreement entered into between the Parties regarding the subject matter of this Agreement, and replaces and supersedes any previous covenant or agreement and any prior negotiations or discussions between the Parties regarding the subject matter of this Agreement, whether oral or written. Except for what is otherwise set out herein, this Agreement may only be amended by a written document executed by CMHC and the Provider.

20.7 Modifications. Any template or form provided by CMHC for the execution of the Services may be amended at CMHC's sole discretion and without notice to the Provider.

20.8 Waiver. Any waiver regarding any default, non-performance or breach under this Agreement shall be valid only if it is made in writing and signed by the Party so waiving. No waiver shall arise from a Party's failure to act or from the fact that a Party is late to act on any default, non-performance or breach, or from the fact that a thing has or has not been accomplished by the other Party.

20.9 Severability. If any covenant, obligation or term of this Agreement or their application to a Person or a specific case is, to some extent, invalid or unenforceable, the rest of this Agreement or the application of such covenant, obligation or term to a different Person or case than those for which it is ruled invalid or unenforceable will not be affected, and each covenant, obligation or term of this Agreement shall be valid and enforceable separately, to the full extent permitted by law.

20.10 Counterparts. This Agreement may be signed in any number of counterparts, each being deemed an original, and collectively all the copies shall be deemed to constitute one and the same instrument. The counterparts may be signed, regardless of whether the signature is an original or a copy, and the Parties will accept all the signatures appearing on a copy sent by facsimile, which shall be received as the original signatures of the Parties; however, in this case, the appropriate Party shall deliver promptly to the other Parties an original of the signed copy of this Agreement which was sent by facsimile.

20.11 Applicable Laws. This Agreement shall be governed and interpreted in accordance with the laws of the Province of Quebec and the laws of Canada applicable in that province, and shall be treated, in all regards, as a contract entered into in Quebec.

20.12 Relationship. No provision of this Agreement shall create or imply a mandator-mandatory or a joint venture relationship between the Parties, and this Agreement shall not be deemed to establish a partnership between the Parties. Neither the Provider nor CMHC has the power or the authority to bind the other Party directly or indirectly, except as expressly set out in this Agreement or in any other document that may be executed by the Parties under the authority of this Agreement.

The Parties agree that the Provider acts as an independent contractor with regard to all the persons in its employ. In no case shall the Provider be deemed to act as an agent,

representative, mandatary or employee of CMHC. No provision of this contract shall be interpreted as making CMHC the partner, trustee, agent, mandator, representative or employee of the Provider or of the Provider's employees, nor shall be interpreted as creating a relationship other than a service provider/client relationship between CMHC and the Provider.

The Parties agree to file income tax returns at the federal, provincial and local level, in a manner that takes into account the fact that the Parties are not part of a partnership for income tax purposes.

20.13 Independent Legal Opinion. The Provider and CMHC each acknowledge and represent that, before executing this Agreement, they obtained a copy thereof and had all the time **necessary** to review its terms and conditions, have read and understood all the clauses therein or had the opportunity to request all the necessary explanations on the nature and scope of the clauses of this Agreement, and had the opportunity to consult a legal advisor or any other advisor and, when necessary, did consult such an advisor. Likewise, the Provider and CMHC each confirm that any external clause to which this contract refers, if any, was brought to its attention and specifically explained, and declares that it is satisfied therewith.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first-above written.

THE PROVIDER

CANADA MORTGAGE AND HOUSING CORPORATION

Per : _____

Per : _____

Name : _____

Name : _____

Title : _____

Title : _____

Per : _____

Per : _____

Name : _____

Name : _____

Title : _____

Title : _____

Schedule 1.1

Definitions

In this Agreement and the related Schedules, the capitalized terms have the meaning ascribed to them below:

- 1) « **Agreement** » (« **Convention** ») means this Agreement, including the related Schedules, as they may be amended or completed from time to time; the terms “hereof”, “herein”, “hereunder”, “hereby” and other similar terms refer to this Agreement and not to a specific section or part of this Agreement;
- 2) « **Applicable Law** » (« **Droit applicable** ») means the following regarding any Person or transaction, any goods or event, or any other matter: (i) a statute, a rule, a regulation, a by-law, an order, a judgment, a decree, a treaty or any other requirement having force of law (collectively the “law”) relating or applicable to such Person, goods, transaction, event or other matter; (ii) the rules, regulations, by-laws or administrative by-laws of an industry association or a self-regulatory organization having jurisdiction regarding this Person, and (iii) any interpretation of the law (or a part of the law) by a Person having jurisdiction regarding a Person, goods, transaction, event or other matter, or mandated to administer or interpret the law, as well as the applicable guidelines, standards, policies and procedures adopted by an authority or a regulatory organization or in accordance with an authority or requirement provided by law. Regarding each Service, the Applicable Law also includes all the applicable provincial or territorial statutes pertaining to the design, issuance, marketing, granting, sale, administration, or provision of this Service;
- 3) « **Broker** » (« **Courtier** ») means a person holding a real estate broker’s licence within the meaning of the *Real Estate Brokerage Act*, L.R.Q., c. C-73.2, and its related regulations;
- 4) « **Business Day** » (« **Jour ouvrable** ») means every day of the year, between 8:30am and 4:30pm ET, except Saturdays, Sundays or days when CMHC’s offices are generally not open in Quebec;
- 5) « **Claim** » (« **Réclamation** ») has the meaning ascribed to it in subsection 19.2;
- 6) « **Complementary Document** » (« **Document complémentaire** ») means the RFP, the Real Estate Agency’s proposal or any other agreement made and executed by the Parties or any of their respective Subsidiaries pertaining to the Services. In case of incompatibility between the RFP and the Agreement, the RFP will prevail;
- 7) « **Contingency Plan** » (« **Plan de contingence** ») has the meaning ascribed to it in subsection 12.1;
- 8) « **Delegate** » (« **Délégué** ») has the meaning ascribed to it in subsection 11.1;
- 9) « **Designated Person** » (« **Personne désignée** ») means the person designated by the court to proceed with the sale by judicial authority of a Property;
- 10) « **Dispute** » (« **Différend** ») has the meaning ascribed to it in subsection 18.1;
- 11) « **Effective Date** » (« **Date d’entrée en vigueur** ») means the date of this Agreement;
- 12) « **Environmental Laws** » (« **Lois environnementales** ») has the meaning ascribed to it in paragraph 4.13(2);
- 13) « **Force Majeure** » (« **Force majeure** ») has the meaning ascribed to it in the list of Force Majeure events in subsection 17.5;
- 14) « **Initial Term** » (« **Durée initiale** ») has the meaning ascribed to it in paragraph 3.1;

-
- 15) « **Losses** » (« **Pertes** ») has the meaning ascribed to it in subsection 19.1;
 - 16) « **MLS** » (« **S.I.A.** ») has the meaning ascribed to it in paragraph 6.5(2);
 - 17) « **New Service** » (« **Nouveau service** ») has the meaning ascribed to it in subsection 4.7;
 - 18) « **Parties** » (« **Parties** ») means CMHC and the Real Estate Agency and any other Person who may become a party to this Agreement, including their respective successors and assigns; the term “Party” means one of them;
 - 19) « **Person** » (« **Personne** ») means a natural or legal person, a partnership, a limited or unlimited liability company, a limited partnership, a trustee, executor, liquidator or succession or estate administrator, or a government entity;
 - 20) « **Properties** » (« **Propriété** ») means immovables of six (6) units or less identified by PS&RE in order to be covered by this Agreement;
 - 21) « **PS&RE** » (« **SP&PI** ») means the Professional Services and Real Estate department of CMHC;
 - 22) « **Real Estate Agency** » (« **Agence immobilière** ») means a person holding a real estate agency licence within the meaning of the *Real Estate Brokerage Act*, L.R.Q., c. C-73.2, and its related regulations;
 - 23) « **Representatives** » (« **Représentants** ») means, regarding a Party, its affiliates and its own directors, officers, employees, mandataries, professional advisors and other representatives, as well as those of its affiliates;
 - 24) « **RFP** » (« **DDP** ») has the meaning ascribed to it in the recitals to this Agreement;
 - 25) « **Schedule** » (« **Annexe** ») a has the meaning ascribed to it in paragraph 1.2(8);
 - 26) « **Service** » (« **Service** ») means one of the services described in this Agreement or in any Appendix, as this Agreement or Appendix may be amended or complemented from time to time, in accordance with the conditions of this Agreement;
 - 27) « **Service Delivery Sites** » (« **Lieux de prestation des services** ») has the meaning ascribed to it in subsection 4.2;
 - 28) « **Subsidiary** » (« **Filiale** ») means, regarding a Person, another Person which is controlled directly or indirectly by that Person from time to time;
 - 29) « **Term** » (« **Durée** ») has the meaning ascribed to it in paragraph 3.2.

Schedule 4.7

Change to the Services

[BLANK]

Schedule 6.3

Marketing Procedure for a CMHC Property

1. Takeover of the brokerage mandate transmitted by CMHC on the date it is sent to the Provider
2. Sending of a brokerage mandate by the Provider to a Broker located in the region where the Property is located
3. Visit of the Property
 - 3.1. The Provider or its Broker shall visit the Property within the following periods :

1 to 6 units	Within five (5) days following the date of possession ;
---------------------	----------------------------------------------------------------

4. Preparation of an opinion on the realizable selling price
 - 4.1. The Broker shall prepare an opinion on the realizable selling price, including the points mentioned in Appendix I. The opinion shall recommend specific means, including work to be performed, to achieve the objectives specified in CMHC’s mandate, and be accompanied by the required documents.
 - 4.2. The Provider shall submit the opinion on the realizable selling price to CMHC electronically, or by any other method agreed between the Parties, within the following deadlines :

1 to 6 units	Within eight (8) days following the date of possession ;
---------------------	-----------------------------------------------------------------

5. Preparation of a listing in the Multiple Listing Service (MLS)
 - 5.1. The Provider shall prepare a listing in the Multiple Listing Service (MLS) of the real estate board or chambre immobilière of the region where the Property is located, at the price specified by CMHC for the purposes of a first listing.
 - 5.2. The listing shall include photos of the Property and disclose all the problems, defects or faults that could affect the value of the Property. Any exception to this requirement must be approved in advance by CMHC.
 - 5.3. The Broker mandated by the Provider shall list the Property with the Multiple Listing Service (MLS) of the real estate board or chambre immobilière of the region where the Property is located, within the following periods: :

1 to 6 units	Within eight (8) days following the date when CMHC issues a document on the selling price sought and list price.
---------------------	------------------------------------------------------------------------------------------------------------------

5.4. The Provider shall submit the listing sheet to CMHC within the following periods :

1 to 6 units	Within ten (10) days following the date when CMHC issues a document on the selling price sought and list price.
---------------------	-----------------------------------------------------------------------------------------------------------------

5.5. The Broker shall also post the description of the Property on its own website at the same time of the listing on MLS.

5.6. The Provider shall ensure that no negotiations are conducted regarding a Property within two (2) days of the Property's initial listing period by the Broker. This delay is subject to change without prior notice at CMHC's sole discretion.

5.7. The Provider shall send to CMHC reports on marketing activities every two (2) months or more frequently if necessary, in the format specified in Appendix J of the RFP.

Schedule 6.4**Marketing Procedure for Sales by Judicial Authority**

The Provider shall cooperate with any court Designated Person by performing the following, without limitation:

1. Preparation of an opinion on the realizable selling price according to the instructions of the court Designated Person;
2. Takeover of the brokerage mandate transmitted by the court Designated Person on the date it is sent to the Provider;
3. Listing of the Property with the Multiple Listing Service (MLS) of the real estate board or chambre immobilière of the region where the Property is located, according to the instructions of the court Designated Person;
4. Sending for approval to the court Designated Person of the promises to purchase and counter-offers in accordance with the instructions and clauses indicated by that Designated Person;
5. Sending of the necessary information to the court Designated Person for the purposes of verification of the documents prepared by the notary for the sale of a Property;
6. The Provider shall prepare and send reports on marketing activities every two (2) months or more frequently if necessary, in accordance with the instructions of the court Designated Person.

Schedule 6.7

Brokerage Activities for the Purposes of Delivery of a Property

1. The Provider shall give instructions to the notary for the preparation of the deed of sale and the related documents.
2. The Provider will send the notary such sale instructions in the form provided in Appendix L to the RFP, for repossessed Properties following a taking in payment recourse. These instructions shall be sent within no more than three (3) days following receipt of the confirmation of the lifting of conditions of sale.
3. The Provider will also send CMHC a copy of the letter of instructions which the Provider has sent to the notary.

Schedule 12

Contingency Plan

The Provider will provide CMHC with its Contingency Plan, which will be integrated into this Schedule 12.

7 SECTION 7

APPENDICES TO THE REQUEST FOR PROPOSAL

7.1 APPENDIX A : Documents to complete or provide with regard to certain mandatory requirements relating to the proposal

The complete list of the mandatory requirements is indicated in Appendix E, Section 7.5

Non-compliance with any of the requirements listed below could result in rejection of the proposal.

Proponent's Name :	_____	
Name of Proponent's Representative :	_____	
Telephone Number :	Work. : _____	Cell. : _____
Email :	_____	
Person to contact if Representative is unavailable :	_____	
Telephone Number :	Work. : _____	Cell. : _____
Email :	_____	

1. Indicate the Proponent's Procurement Business Number (PBN) in the Business Access Canada Database – refer to Section 1.4 of this RFP.

Procurement Business Number (PBN) : _____

2. Complete and sign the Certificate of Submission appearing in Appendix F, Section 7.6 – refer to Section 2.2 of this RFP.
3. Include a statement where the Proponent confirms that the response terms, including the pricing proposal, remain valid and binding on the Proponent for a period of *ninety (90)* days following the closing date – refer to Section 2.7 of this RFP.
4. Attach in Appendix A a bid security in the amount equal to FIFTY THOUSAND CANADIAN DOLLARS (\$50,000) - refer to Section 2.19 of this RFP.
5. Demonstrate having at least one real estate brokerage point of service in each ten (10) regions - refer to Section 4.3 of this RFP.

This part must be completed in Appendix B, Section 7.2.3. The Proponent will also complete, in the Appendix B, the number of years of existence by point of service.

6. Demonstrate having a website other than the research tool provided by the real estate boards, identifying the list of properties subject to the contract, by region, with photos and including a link referring to the description of each property – refer to Section 4.3 of this RFP.

Please indicate below the address of the website for the dissemination of the list of repossessed properties for sale :

7. Demonstrate having on its staff one (1) executive officer of an agency within the meaning of the *Real Estate Brokerage Act* with a minimum of five (5) years of experience in real estate brokerage. The Proponent must include in its proposal the executive officer's resumé – refer to Section 4.3 of this RFP.

Name of the executive officer of the agency : _____

Number of years of experience in real estate brokerage : _____

8. Demonstrate having on its staff one (1) person responsible for the real estate brokerage services contract with a minimum of five (5) years of experience in real estate transactions. The Proponent must include in its proposal the responsible's resumé – refer to Section 4.3 of this RFP.

Name of the person responsible for the contract : _____

Number of years of experience in real estate transactions : _____

9. Provide the OACIQ licence number as a real estate agency – refer to Section 4.3 of this RFP.

OACIQ Licence Number : _____

10. Be a member of all twelve (12) real estate boards of the regions subject to this RFP, or else prove that the regional practice differs, subject to CMHC’s prior approval – refer to Section 4.3 of this RFP.

Yes	No

Is the Proponent a member of all twelve (12) real estate boards of the subject regions?

The Proponent must attach the proof indicating that he is a member of each of the twelve (12) real estate boards (e.g.: letter from the real estate board confirming the registration).

11. Include a statement where the Proponent authorizes CMHC to perform, as needed, a credit check and an assessment of its financial capacity – refer to Sections 4.6.1, 4.6.2 and 5.5 of this RFP.
12. Include a statement where the Proponent confirms its organization is able to provide all services in both official languages (French and English) – refer to Section 4.8 of this RFP.
13. Include a statement where the Proponent acknowledges having read the terms and conditions stipulated in the draft proposed contract in Section 6.3 and agrees to be bound by these terms and conditions, unless otherwise stated in the Proponent’s proposal (including a joint statement with the standard contract for the against potential conflicts of interest), if selected by CMHC to enter into a contract agreement – refer to Section 6.1 of this RFP.

Proponent’s Signature : _____ Date : _____

Print Name : _____

7.2 APPENDIX B : Proponent's Qualifications and Response to Statement of Services

Proponent's Name : _____

CMHC reserves the right to verify the veracity and accuracy of the information included in the following tables. On request, the Proponent must be able to provide any information relevant to a due diligence allowing CMHC's representatives to validate all the data provided by the Proponent. Any misrepresentation of an item or a group of items by the Proponent may result in the rejection of its proposal.

7.2.1 Proponent's Qualifications – refer to Section 4.4 of this RFP

Please attach the following documents to Appendix B:

- A document presenting the firm, its clients and its main achievements.
- The resumé of the executive officer of the agency, the resumé of the person responsible for the real estate brokerage services contract and the resúmes of all the persons occupying a position identified in the organizational chart submitted, while ensuring having obtained the consent of those persons in this regard.

7.2.2 Response to Statement of Work – refer to Sections 4.4 and 4.5 of this RFP

To qualify the Proponent, CMHC wishes to ensure that the Proponent has properly identified its needs and that the Proponent is able to integrate them into a contractual agreement.

In addition, CMHC promotes and encourages innovative ideas from the proponents. For example, this may include ideas promoting effective decision-making or increased organizational performance, or an imaginative way to offer added value that can benefit our mutual customers.

To this effect, the Proponent shall attach a prospectus containing the items described below :

- Submit an organization chart of the resources and activities in order to meet the requirements and the contractual obligations to CMHC;
- Describe the resources presented in the organization chart according to the following topics: qualifications, main duties and main responsibilities;
- Describe the organizational and operational links between the internal resources, the external resources and CMHC;
- Describe the approach in order to assure CMHC and its clientele of efficient, quality service.
- Describe its quality control approach, particularly :
 - The details of the methods used to assure the quality of the work and thus promote better results and a higher performance for CMHC;
 - The reaction mechanisms in case of errors, omissions, or delays;
 - The mechanisms to better detect misrepresentations and prevent fraud;
 - The mechanisms to follow-up on various reports.

7.2.3 Number of points of service in real estate brokerage by region, by address and by years of existence of each of them – refer to Section 4.3 par. 1 and Section 4.4 of this RFP

Attention : several regions defined by the real estate boards were merged in order to perform the evaluation of the proposals.

Regions	Addresses of real estate brokerage point(s) of service	Years of existence by point of service *
Outaouais		
Abitibi-Témiscamingue		
Laval Laurentides		
Mauricie Lanaudière		
Montréal		
Montérégie Centre-du-Québec Estrie		
Capitale-Nationale Chaudière-Appalaches		
Saguenay-Lac-St-Jean Nord-du-Québec		
Gaspésie- Îles-de-la-Madeleine Bas Saint-Laurent		
Côte-Nord		

* : Number of years of existence of each point of service, rounded to the nearest half-year.

Note 1 : At least one point of service in real estate brokerage must be identified per region.

Note 2 : Add lines to the table as needed, or provide a sheet completing this table so that the information is compliant, comprehensible and easy to locate.

7.2.4 Total number of properties of 1 to 6 units sold by the Proponent for the years 2013, 2014 and from January 1st to April 30, 2015 – refer to Section 4.4 of this RFP

Attention : several regions defined by the real estate boards were merged in order to perform the evaluation of the proposals.

Regions	Periods	Number of pure sales *	Number of impure sales *
Outaouais	Year 2013		
	Year 2014		
	January 1 st to 30 April, 2015		
Abitibi-Témiscamingue	Year 2013		
	Year 2014		
	January 1 st to 30 April, 2015		
Laval Laurentides	Year 2013		
	Year 2014		
	January 1 st to 30 April, 2015		
Mauricie Lanaudière	Year 2013		
	Year 2014		
	January 1 st to 30 April, 2015		
Montréal	Year 2013		
	Year 2014		
	January 1 st to 30 April, 2015		
Montérégie Centre-du-Québec Estrie	Year 2013		
	Year 2014		
	January 1 st to 30 April, 2015		
Capitale-Nationale Chaudière-Appalaches	Year 2013		
	Year 2014		
	January 1 st to 30 April, 2015		
Saguenay-Lac-St-Jean Nord-du-Québec	Year 2013		
	Year 2014		
	January 1 st to 30 April, 2015		
Gaspésie - Îles-de-la-Madeleine Bas Saint-Laurent	Year 2013		
	Year 2014		
	January 1 st to 30 April, 2015		
Côte-Nord	Year 2013		
	Year 2014		
	January 1 st to 30 April, 2015		

The proponents shall compile the sales statistics in accordance with the following definitions::

* : **Pure sales** : Number of listings held and sold by the same point of service belonging to the Proponent.

** : **Impure sales** : Sales between points of service, sales between brokers or banners.

Important : It should be noted that a property is considered sold when the conditions of sale are exercised. To harmonize with market practices and facilitate consolidation of the data, the sales statistics within the context of this Request for Proposals must be compiled according to the date of sale recorded in the Multiple Listing Service (MLS).

7.3 APPENDIX C : Compensation for Sales

Refer to Section 4.7 of this RFP

Proponent's Name : _____

In the envelope containing Appendices A and B, the Proponent shall include, in a separately sealed envelope, this form of compensation for sales duly completed.

Attention : several regions defined by the real estate boards were merged in order to perform the evaluation of the proposals.

Region	% of selling price
Outaouais	
Abitibi-Témiscamingue	
Laval Laurentides	
Mauricie Lanaudière	
Montréal	
Montréal Centre du Québec Estrie	
Capitale-Nationale Chaudières-Appalaches	
Saguenay, Lac St-Jean Nord-du-Québec	
Gaspésie - Îles de la Madeleine Bas St-Laurent	
Côte Nord	

Note 1: The amounts indicated in the above table do not include the goods and services tax ("GST") or the Quebec sales tax ("QST").

Note 2: A compensation for sales percentage must be identified by region. A box not completed by the Proponent may result in the rejection of its proposal.

7.4 APPENDIX D : Evaluation Table

Refer to Section 3.3 of this RFP

Aspects sought	Evaluation Criteria	A	B	C	D
		Weighting 100 total	Points 1 to 10	Passing Grade	Score : A x B
Presence and visibility of the points of service in the market of the subject regions. Refer to Section 4.4h) of this RFP	Visibility of the points of service, weighted by the average monthly inventory of CMHC's portfolio of properties* comprising 1 to 6 units, by region, for the years 2013, 2014 and the first four months of 2015.	25			
	Average number of years in existence of the points of service, weighted by the average monthly inventory of CMHC's portfolio of properties* comprising 1 to 6 units, by region, for the years 2013, 2014 and the first four months of 2015.	25			
Sales capacity and performance. Refer to Section 4.4i) of this RFP	Total number of sales for the years 2013, 2014 and the first four months of 2015, weighted by the average monthly inventory of CMHC's portfolio of properties* comprising 1 to 6 units, by region, for the years 2013, 2014 and the first four months of 2015.	25			
Organization of resources and activities to meet the contractual requirements. Refer to Sections 4.4a) to f) of this RFP	Organization chart of the resources organization and activities; Description of resources appearing in the organization chart; Description of organizational and operational links between the internal resources, the external resources and CMHC; Description of customer service approach ensuring CMHC of an efficient and quality service.	12,5			
Description of the process of the services quality control. Refer to Section 4.4g) of this RFP	Details of the methods used to assure the quality of the work, reaction mechanisms in case of errors, omissions, or delays, mechanisms to better detect misrepresentations and prevent fraud as well mechanisms to follow-up on various reports.	12,5			
Total Score		100		600	
* Including the properties for which CMHC is a creditor.					
Second Stage of the Evaluation Process					
To be eligible for the second stage of the evaluation process, the Proponent's score must be equal to or greater than 60% (600 points). The determining factor to award the contract then will be the lowest aggregate price. A simulation of the price will be produced according to the volume of the sold CMHC's properties comprising 1 to 6 units, including those for which CMHC is a creditor, for the year 2014 and the first four months of 2015 (January 1 st to April 30, 2015).					

7.5 APPENDIX E : Mandatory Compliance Checklist

Refer to Sections 2.1 and 3.2 of this RFP

√ (check)

	Procurement Business Number (PBN) in the Business Access Canada Database	Section 1.4	Appendix A, Section 7.1
	Certificate of Submission	Section 2.2,	Appendix F, Section 7.6
	Delivery Instructions and Closing Date for Submission of Proposals	Section 2.3	
	Offering Period	Section 2.7	Appendix A, Section 7.1
	Mandatory Proposal Requirements	Section 2.9	
	Bid and Contract Security	Section 2.19	Appendix A, Section 7.1
	Additional Proposal Requirements	Section 4.3	Appendix A, Section 7.1 Appendix B, Section 7.2.3
	Proponent's Qualifications	Section 4.4	Appendix B, Section 7.2
	Response to Statement of Services	Section 4.5	Appendix B, Section 7.2
	Financial Information	Section 4.6.1 Section 4.6.2 Section 5.5	Appendix A, Section 7.1
	Compensation for Sales	Section 4.7	Appendix C, Section 7.3
	Official Languages	Section 4.8	Appendix A, Section 7.1
	Standard Contract	Section 6.1	Appendix A, Section 7.1

7.6 APPENDIX F : Certificate of Submission

MANDATORY

Refer to Section 2.2 of this RFP

_____ hereby:
Company Name Procurement Business Number (PBN)

- I. offers to provide services and/or products to CMHC, as described in this proposal, on and if, as and when required basis, all in accordance with the Request for Proposal;
- II. offers the terms as set out in this proposal, including any pricing proposal for a period (No. of Days) as specified in section 2 of the RFP;
- III. certifies that, at the time of submitting this bid, is in full compliance with all tax statutes administered by all provincial, territorial and federal Ministries of Finance and that, in particular, all returns required to be filed under all provincial and federal tax statutes have been filed, and all taxes due and payable under those statutes have been paid or satisfactory arrangements for their payment have been made and maintained;
- IV. represents and warrants that in submitting the proposal or performing the Contract, there is no actual or perceived conflict of interest;
- V. represents and warrants that in preparing the proposal, there was no actual or perceived unfair advantage due to the receipt of information regarding the RFP that was not made available to other proponents;
- VI. certifies that this proposal was independently arrived at, without collusion;
- VII. certifies that no gratuities or gifts in kind were offered to any CMHC employee, Board member or Governor-in-Council appointee; and intended, by the gratuity, to obtain a contract or favourable treatment under a contract;
- VIII. authorizes CMHC to conduct such investigation as it deems appropriate to verify the contents of the proposal;
- IX. certifies, unless explicitly outlined in the proposal, that all pricing information is based on service provision which, at a minimum, fully meets all of the existing service standards as outlined in the Statement of Work;
- X. agrees to comply with all of the section 6.0 contract MANDATORY clauses in an unaltered form as stated;
- XI. (for sole proprietorships and partnerships) provide permission herewith to CMHC to undertake credit checks on the individuals listed below (names, signatures and home addresses of each must be provided).
- XII. agrees that, in the event of acceptance of this proposal, it will enter Contract negotiations in accordance with the RFP, and upon entry into a Contract with CMHC, it will commit to providing the full scope of services identified in the Contract.
- XIII. agrees that all responses and related materials become the property of CMHC, will not be returned and CMHC will not reimburse the proponent for any work related to, travel or materials supplied in the preparation of the RFP response.
- XIV. agrees that it and any other persons for which it is responsible, who are to perform the work as stated in this RFP, at the request of CMHC will comply with security screening as deemed appropriate;

Signed this _____ day of _____, 2015 at _____, Canada.

Corporations are not required to provide a corporate seal. The signature of one witness is required for the signature of each Owner/Signing Authority.

Corporation/Individual:

Signature of Signing Authority Name and Title of Signing Authority

Declaration: I have the authority to bind the company.

7.7 APPENDIX G : Statistics

Note : the following data is provided for information purposes only

The statistics provide the Proponent with information on the inventory history, the number of sales and average selling price of CMHC's portfolio of properties (including those for which CMHC is a creditor) comprising 1 to 6 units located throughout the province of Quebec.

Average Monthly Inventory by Region			
Region	Year 2013	Year 2014	Jan. 1, 2015 to April 30, 2015
Outaouais	14	16	23
Abitibi-Témiscamingue	1	1	2
Laval Laurentides	55	62	54
Mauricie Lanaudière	39	49	51
Montréal	8	11	8
Montréal Centre-du-Québec Estrie	80	67	77
Capitale-Nationale Chaudière-Appalaches	15	20	22
Saguenay-Lac-St-Jean Nord-du-Québec	7	17	20
Gaspésie-Îles-de-la-Madeleine Bas Saint-Laurent	8	9	7
Côte-Nord	1	2	5

Number of Sales by Region			
Region	Year 2013	Year 2014	Jan. 1, 2015 to April 30, 2015
Outaouais	16	28	13
Abitibi-Témiscamingue	1	0	0
Laval Laurentides	48	104	36
Mauricie Lanaudière	54	85	31
Montréal	10	16	7
Montréal Centre-du-Québec Estrie	115	100	41
Capitale-Nationale Chaudière-Appalaches	13	27	10
Saguenay-Lac-St-Jean Nord-du-Québec	8	9	11
Gaspésie-Îles-de-la-Madeleine Bas Saint-Laurent	9	16	2
Côte-Nord	1	2	1

Average Selling Price by Region			
Region	Year 2013	Year 2014	Jan. 1, 2015 to April 30, 2015
Outaouais	131 088 \$	118 934 \$	126 269 \$
Abitibi-Témiscamingue	60 000 \$	No Sale	No Sale
Laval Laurentides	130 938 \$	114 277 \$	93 078 \$
Mauricie Lanaudière	97 843 \$	103 541 \$	85 235 \$
Montréal	165 240 \$	127 875\$	162 250 \$
Montréal Centre-du-Québec Estrie	117 637 \$	116 887 \$	95 412 \$
Capitale-Nationale Chaudière-Appalaches	83 654 \$	100 269 \$	77 500 \$
Saguenay-Lac-St-Jean Nord-du-Québec	63 750 \$	88 444 \$	51 223 \$
Gaspésie-Îles-de-la-Madeleine Bas Saint-Laurent	57 444 \$	39 444 \$	49 500 \$
Côte-Nord	44 000 \$	24 000 \$	9 000 \$

7.8 APPENDIX H : Portfolio Inventory as at April 30, 2015 (including properties for which CMHC is a creditor)

Note : the following data is provided for information purposes only

Address	Municipality	# of units
Outaouais		
978 CHEMIN TOPAZE	PONTIAC	1
30 RUE GUAY	RIPON	1
11 RUE ST-ANDRE	LAC-DES-PLAGES	1
48 CH DE LA COLLINE	VAL-DES-MONTS	1
1571 CH DE MONTREAL OUEST	GATINEAU	1
897-899 TRANSCANADIENNE	GRAND-REMOUS	3
265A-265B RUE MONCION	MANIWAKI	1
228 DU VOILIER	GATINEAU	1
1065 ROUTE 321 NORD	SAINT-ANDRÉ-AVELLIN	1
361 RUE PAUL BERTHIAUME	GATINEAU	1
119 RUE DE MORENCY	GATINEAU	1
46 ROUTE 105	GRACEFIELD	1
454 105,	BOIS-FRANC	1
158 ALBERT	BUCKINGHAM	1
45 MTÉE DU LAC	LAC-SAINTE-MARIE	1
10 CH DE BLUE SEA N	BLUE SEA	1
539 RTE 309	VAL-DES-BOIS	1
681 MACLAREN EST	GATINEAU	1
99 MONTÉE CHARTRAND	LA PÊCHE	1
Abitibi-Témiscamingue		
224 DE L'ÉTANG	VAL-D'OR	1
3945 RANG SAWYER	ROUYN-NORANDA	1
92 AVENUE DES COLIBRIS	RIVIÈRE-HÉVA	1
Laval and Laurentides		
109-111 DESORMEAUX	LAVAL	1
221 BOUL SAINTE-ROSE EST	LAVAL	1
4688 PANNETON	LAVAL	1
939 DES CERISIERS	SAINT-EUSTACHE	1
6 RUE DES PINS	SAINT-ANDRÉ-D'ARGENTEUIL	1
452 DU MOULIN	LABELLE	1
170 RENE	SAINTE-ANNE-DES-PLAINES	1
6 DOMAINE NAMUR	SAINT-HIPPOLYTE	1
14074-76 PHILIPPON	MIRABEL	2
4264-66 CH CHARLES LEONARD	MIRABEL	1
568 DE L'ÉGLISE	SAINT-COLOMBAN	1
7 RUE PRINCIPALE OUEST	L'ASCENSION	1
119 DUBEAU	AMHERST	1
59 45E AVENUE	SAINTE-MARTHE-SUR-LE-LAC	1
156 RUE JOLY	SAINTE-ANNE-DES-PLAINES	1
121 VIVALDI	SAINT-ADOLPHE-D'HOWARD	1
94A-98 LEGARE	SAINTE-AGATHE-DES-MONTS	4
147 DES TREMBLES	SAINTE-MARGUERITE-DU-LAC-	1

	MASSON	
3747 CLOUTIER	VAL-DAVID	1
266 ET A GILBERT	LACHUTE	2
20 GEAI BLEU	SAINT-SAUVEUR	1
15 DU HAUT BOURGEOIS	SAINTE-MARGUERITE-DU-LAC-MASSON	1
2875 CHEMIN DES LACS	SAINT-FAUSTIN--LAC-CARRÉ	1
3130 ROUTE 327	HARRINGTON	1
1842 KIRKPATRICK	MORIN-HEIGHTS	1
401 DES ERABLES	BROWNSBURG-CHATHAM	1
960 DU LAC CONNELLY	SAINT-HIPPOLYTE	1
423 SAINT-JOSEPH	BROWNSBURG-CHATHAM	1
146 VICTOR NYMARK	SAINT-SAUVEUR	1
272 DE LA BAIE	POINTE-CALUMET	1
1297 RUE DORE	SAINTE-SOPHIE	1
184 49IÈME AVENUE	POINTE-CALUMET	1
119 RUE VIVALDI	SAINT-ADOLPHE-D'HOWARD	1
227 MONTEE BOUCHER	GRENVILLE-SUR-LA-ROUGE	1
9 VIEUX PUIITS	SAINT-SAUVEUR	1

Mauricie and Lanaudière		
110 DU DOMAINE -LEMAY	SAINT-ALEXIS-DES-MONTS	1
150 HÉBERT	SAINT-ALEXIS-DES-MONTS	1
451 180E RUE	SHAWINIGAN	1
328-330 ST-PAUL	TROIS-RIVIÈRES	2
740 ST-PIE	SAINT-ADELPHE	1
7204 DE HONFLEUR	TROIS-RIVIÈRES	1
359 RUE LACERTE	TROIS-RIVIÈRES	1
82 ALBATROS	SAINT-CÔME	1
1232 RODRIQUE	LA PLAINE	1
836 NOTRE-DAME	REPENTIGNY	1
54 RIVIERE BAYONNE NORD	STE-GENEVIÈVE-DE-BERTHIER	1
761 DES MOISSONS	SAINT-LIN-LAURENTIDES	1
1585 7E RUE	CHERTSEY	1
22 CLOUTIER	SAINT-LIN-LAURENTIDES	1
1970 RANG DOUBLE	SAINT-LIN-LAURENTIDES	1
7769 - 7771 PRINCIPALE	CHERTSEY	2
6130 ARCHAMBAULT	NOTRE-DAME-DE-LOURDES	1
1280 DE LA PAIX	SAINTE-JULIENNE	1
1590 MONTEE HAMILTON	SAINTE-JULIENNE	1
569 LOUIS-PHILIPPE	SAINT-LIN-LAURENTIDES	1
117-119 PRINCIPALE	SAINT-ESPRIT	1
991 RANG STE HENRIETTE	SAINT-LIN-LAURENTIDES	1
23 LANGLOIS	SAINT-DONAT	1
78 RUE SAINTE-ANNE	SAINT-JACQUES	1
2311 ENTRELACS	ENTRELACS	1
3184 DU RUISSEAU	SAINT-DAMIEN	1
1061 ROUTE DES LACS	SAINTE-MARCELLINE-DE-KILDARE	1
22 JOSE	LANORAIE	1
260 DES ÉPERVIERS	CHERTSEY	1
3311 ROUTE 125	SAINTE-JULIENNE	1
747 RUE GOULET	SAINT-LIN-LAURENTIDES	1
180 ALEXANDRE	SAINT-JEAN-DE-MATHA	1
149 RUE ST GEORGES	SAINT-GABRIEL	1
180 10E RANG	SAINT-CALIXTE	1

105 DU ROI-RENE	SAINT-CALIXTE	1
205 ADAM	SAINT-CALIXTE	1
280-284 DE LEVIS	BERTHIERVILLE	1
160 29E DU LAC DES FRANCAIS	SAINTE-MARCELLINE-DE-KILDARE	1

Montréal		
200 BEACON HILL	BEACONSFIELD	1
15500 RUE SHERBROOKE APPT	MONTRÉAL	1
460 RUE ST JEAN	MONTRÉAL	1
6500 RUE LEGER	MONTRÉAL	1

Montréal, Centre-du-Québec, Estrie		
1 BEAULIEU	SAINT-URBAIN-PREMIER	1
5700 CHAMBLY	LONGUEUIL	1
125 RUE MODELA	SAINT-JEAN-SUR-RICHELIEU	1
306 DES ORMES	PINCOURT	1
2010 CARDINAL LEGER	SOREL-TRACY	1
340 SURPRENANT	SAINTE-CATHERINE	1
2489 A BOURGOGNE	CHAMBLY	1
2119 LAROCQUE	ROXTON POND	1
139 BELLEVUE	HUDSON	1
862 LANOIE	UPTON	1
133 42E AVENUE	SAINTE-BARBE	1
231 RUE VANIER	SAINT-JEAN-SUR-RICHELIEU	1
1385 ELIE AUCLAIR	SAINT-POLYCARPE	1
28 DU VILLAGE-BOISE	SAINT-JEAN-SUR-RICHELIEU	1
1584 MAGENTA	BRIGHAM	1
3081 ROLAND THERRIEN	LONGUEUIL	1
176 33E	VENISE-EN-QUÉBEC	1
741 CARDINAL LEGER	PINCOURT	1
30 MORIN	SAINT-LIBOIRE	1
10-10A RUE LEROUX	POINTE-DES-CASCADES	1
710-720 ST-PIERRE O.	SAINT-HYACINTHE	2
48 39E	SAINTE-BARBE	1
4866 JOSEPH PAYETTE	LONGUEUIL	1
223 ST MARTIN	NAPIERVILLE	1
398 2E RANG	SAINTE-HÉLÈNE-DE-BAGOT	1
146 ST GEORGES	RIGAUD	1
978 RUE DES SAMARRES	ROXTON POND	1
112 PRINCIPALE	YAMASKA	1
940 DECELLES	FARNHAM	1
84 BOUCHETTE	HUNTINGDON	1
2900 MANDEVILLE	SOREL-TRACY	1
1036 ROUTE 132	SAINTE-BARBE	1
5683 GAUDETTE	CONTRECOEUR	1
24 MC CURDY	LAC-BROME	1
257 RANDILL	CHÂTEAUGUAY	1
165 DE LA RIVIERE	BEDFORD	1
4228 A-B RUE MARIE-VICTORIN	SAINT-ROBERT	1
1009 NOTRE-DAME	SAINT-RÉMI	1
1534 LANGEVIN	LONGUEUIL	3
164 BÉGIN	SAINT-JEAN-SUR-RICHELIEU	1
74 DES TREMBLES	SOREL-TRACY	1
4-4A ST-MICHEL	SAINTE-ANNE-DE-SOREL	2

210 PARENT	LONGUEUIL	1
648 ST LOUIS	NOTRE-DAME-DE-LOURDES	1
35 119 AVENUE	DRUMMONDVILLE	1
900 RANG ST-PIERRE	SAINT-ZÉPHIRIN-DE-COURVAL	1
188 PLAMONDON	SAINT-FRANÇOIS-DU-LAC	1
22 DES TREMBLES	DRUMMONDVILLE	1
716 MARIE-VICTORIN	SAINT-PIERRE-LES-BECQUETS	1
1 KENNEDY	KINGSEY FALLS	1
360 POULIN	SAINT-FÉLIX-DE-KINGSEY	1
12 DE LA SOURCE	VALCOURT	1
322 RUE DU MOULIN	KINGSBURY	1
5938 ROUTE 112	ASCOT CORNER	1
138 ST-MICHEL ARCHANGE	SHERBROOKE	1
18 GARIÉPY	LA PATRIE	1
414 TRUDEAU	COOKSHIRE-EATON	1
10-12 ST-PHILIPPE	ASBESTOS	2
446 ROY	WEEDON	1
1116-1116A ROUTE 263	SAINTE-CÉCILE-DE-WHITTON	2
2645 DE L'ATLAS	SHERBROOKE	1
701 PRINCIPALE	SAINT-SÉBASTIEN	1
230 RUE ST-ROCH	ASBESTOS	1

Capitale Nationale, Chaudière-Appalaches		
9007 MEXICO	QUÉBEC	1
68 CH. MAILLOUX	LA MALBAIE	1
332 RUEL	QUÉBEC	1
518 RUE NADEAU	SAINTE-MARIE	1
650-660 ROUTE DU PRÉSIDENT-KENNEDY	SCOTT	1
121 DU LAC	FRAMPTON	1
711 HORMIDAS	SAINT-CYPRIEN	2
183-185 ROBERGE	THETFORD MINES	1
390 ROUTE DE L'ÉGLISE	SAINT-GÉDÉON-DE-BEAUCE	1
124 RUE DU SEMINAIRE	SAINT-VICTOR	1
1596 8E RUE	SAINT-CÔME--LINIÈRE	1
42-42B ELGIN	SAINT-PAMPHILE	2
890 PRINCIPALE	TOURVILLE	1
246 ROUTE PRÉSIDENT-KENNEDY	SCOTT	1
25 SAINT-JACQUES	BEAULAC-GARTHBY	1
509 15IÈME RUE	SAINT-ZACHARIE	1
1280 126 E RUE	SAINT-GEORGES	1

Saguenay-Lac-St-Jean, Nord-du-Québec		
1450 SAINT GENEVIEVE	SAGUENAY	1
209 PRINCIPALE	GIRARDVILLE	1
1405 DES CEDRES	CHICOUTIMI	1
1040 DES JONQUILLES	SAINT-FÉLICIEN	1
126 PRINCIPALE	SAINT-NAZAIRE	1
420 HOTEL DE VILLE	SAINT-HENRI-DE-TAILLON	1
955 TADOUSSAC	SAINT-FULGENCE	1
1468 ROUSSEL	CHICOUTIMI	1
2575 RTE SAINT EUSEBE	SAINT-FÉLICIEN	2
619 DES FONDATEURS	LAROUCHE	1
19 DE QUEN	SAINT-GÉDÉON	1

1380 ROUTE 381	FERLAND-ET-BOILLEAU	1
105 RANG 9	SAINT-AMBROISE	1
41 DES ÉPINETTES	LEBEL-SUR-QUÉVILLON	1
43 DES ÉPINETTES	LEBEL-SUR-QUÉVILLON	1
302 SIURALIKUUT	KUUJJUAQ	1

Gaspésie, Îles de la Madeleine, Bas Saint-Laurent		
194 RENARD EST	GASPE	1
625 AVE CURÉ ALLARD	MURDOCHVILLE	0
152 CHEMIN ST-ISIDORE	SAINTE-THÉRÈSE-DE-GASPÉ	1
132 ROUTE 132 OUEST	GROSSES-ROCHES	1
82 DU VIEUX-CHEMIN	TÉMISCOUATA-SUR-LE-LAC	1
15 RANG 8	SAINT-JEAN-DE-CHERBOURG	1

Côte Nord		
63 DES PLAQUEBIÈRES	SEPT-ÎLES	1
1665 2E RUE	HAVRE-SAINT-PIERRE	1
8 VAUDREUIL	PORT-CARTIER	1
552 PRINCIPALE	COLOMBIER	1

7.9 APPENDIX I : Selling Price Opinion Report

Note : the following template is subject to change without notice

REALIZABLE SELLING PRICE OPINION REPORT	
DATA ON THE PROPERTY	
CMHC file number:	
Address:	
Cadastral designation:	
Occupied by:	<input type="checkbox"/> Tenant(s) <input checked="" type="checkbox"/> Vacant <input checked="" type="checkbox"/> Other
Zoning	
Type: _____	Is the current use in compliance with the zoning? <input type="checkbox"/> Yes <input type="checkbox"/> No
Comments if non compliant:	
DESCRIPTION OF THE PREMISES	
<input type="checkbox"/> Waterworks <input type="checkbox"/> Private well <input type="checkbox"/> Common well - specify: _____	
<input type="checkbox"/> Sanitary sewer <input type="checkbox"/> Septic field <input type="checkbox"/> Septic tank <input type="checkbox"/> Open ditches	
<input type="checkbox"/> Lane <input type="checkbox"/> Storm sewer <input type="checkbox"/> Private street <input type="checkbox"/> Other: _____	
Land area (square feet or square metres) :	
Municipal assessment:	
Land: _____	Building: _____
Total: _____	
Annual taxes (property and school):	
Flood risk:	<input type="checkbox"/> Yes <input type="checkbox"/> No
Comments:	
Does an environmental risk exist?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Comments:	
Landscaping	Pool
<input type="checkbox"/> Excellent <input type="checkbox"/> Acceptable	<input type="checkbox"/> In-ground pool
<input type="checkbox"/> Good <input type="checkbox"/> Poor	<input type="checkbox"/> Above-ground pool
<input type="checkbox"/> Average	<input type="checkbox"/> None
Comments:	

SUMMARY DESCRIPTION OF IMPROVEMENTS - EXTERIOR						
Year of construction: _____		Apparent age: _____				
Area of the property (square feet or square metres)		Basement		Foundations		
Basement: _____		<input type="checkbox"/> 6 feet or more	<input type="checkbox"/> Concrete	<input type="checkbox"/> Detached		
Ground: _____		<input type="checkbox"/> Crawl space	<input type="checkbox"/> Concrete block	<input type="checkbox"/> Semi-detached		
2nd floor: _____		<input type="checkbox"/> None	<input type="checkbox"/> Piles	<input type="checkbox"/> Row		
3rd floor: _____			<input type="checkbox"/> Floor slab	<input type="checkbox"/> Apartment/Condo		
Total: _____				<input type="checkbox"/> Townhouse/Condo		
SUMMARY DESCRIPTION OF IMPROVEMENTS - EXTERIOR (continued)						
Design		Construction		Windows		
<input type="checkbox"/> Street level	<input type="checkbox"/> Mobile home	<input type="checkbox"/> Wood - open frame	<input type="checkbox"/> Sliding - vinyl	<input type="checkbox"/> Brick		
<input type="checkbox"/> Split level	<input type="checkbox"/> Duplex	<input type="checkbox"/> Wood - planks	<input type="checkbox"/> Casement	<input type="checkbox"/> Stone on wood structure		
<input type="checkbox"/> 1½ storeys	<input type="checkbox"/> Triplex	<input type="checkbox"/> Wood - log	<input type="checkbox"/> With crank	<input type="checkbox"/> Full stone		
<input type="checkbox"/> 2 storeys	<input type="checkbox"/> Quadruplex	<input type="checkbox"/> Brick	<input type="checkbox"/> Sash	<input type="checkbox"/> Acrylic (Ispro)		
<input type="checkbox"/> 3 storeys	<input type="checkbox"/> Two-generation:	<input type="checkbox"/> Stone	<input type="checkbox"/> Other	<input type="checkbox"/> Stucco		
		<input type="checkbox"/> Concrete		<input type="checkbox"/> Canexel		
Roof		Materials/windows		Garage		
<input type="checkbox"/> Asphalt shingles	<input type="checkbox"/> Enamelled sheet iron	<input type="checkbox"/> PVC		<input type="checkbox"/> None		
<input type="checkbox"/> Wood shingles	<input type="checkbox"/> Elastomer	<input type="checkbox"/> Aluminium		<input type="checkbox"/> 1-car		
<input type="checkbox"/> Tar / gravel	<input type="checkbox"/> Other _____	<input type="checkbox"/> Vinyl		<input type="checkbox"/> 2-car		
Approximate age: _____		<input type="checkbox"/> Wood		<input type="checkbox"/> Attached		
				<input type="checkbox"/> Detached		
				<input type="checkbox"/> Good		
				<input type="checkbox"/> Average		
				<input type="checkbox"/> Acceptable		
				<input type="checkbox"/> Poor		
SUMMARY DESCRIPTION OF IMPROVEMENTS - INTERIOR						
Insulation		Electricity		Plumbing		
<input type="checkbox"/> Ceilings	<input type="checkbox"/> Breakers	<input type="checkbox"/> Copper		<input type="checkbox"/> Electric baseboard		
<input type="checkbox"/> Walls	<input type="checkbox"/> Fuses	<input type="checkbox"/> ABS		<input type="checkbox"/> Radiant		
<input type="checkbox"/> Basement	Amperage capacity		<input type="checkbox"/> Galvanized		<input type="checkbox"/> Heat pump	
<input type="checkbox"/> Crawl space	_____ amperes		<input type="checkbox"/> PEX / Plastic		<input type="checkbox"/> Wood furnace	
<input type="checkbox"/> Unavailable			<input type="checkbox"/> Other _____		<input type="checkbox"/> Other: _____	
Additional features:		Kitchen cabinets		General interior condition		
<input type="checkbox"/> Fireplace	<input type="checkbox"/> Sauna	<input type="checkbox"/> Central vacuum		<input type="checkbox"/> Melamine		
<input type="checkbox"/> Wood stove	<input type="checkbox"/> Spa	<input type="checkbox"/> Alarm system		<input type="checkbox"/> Hardwood		
<input type="checkbox"/> Air conditioning	<input type="checkbox"/> Solarium	<input type="checkbox"/> Other: _____		<input type="checkbox"/> Softwood		
				<input type="checkbox"/> Thermoplastic		
				<input type="checkbox"/> Other: _____		
Appurtenances:						
Extra(s):						

TPOLOGY (single-family only)									
Floor	Living room	Kitchen	Dining room	Number of bedrooms	Bathroom	Powder room	Family room	Workshop	Other - specify
Basement									
Ground floor									
2nd floor									
3rd floor									

TPOLOGY (2 to 6 units)						
Apt. #						
Typology						
Floor						
Rent on lease						
Recommended rental value						

GENERAL CONDITION OF THE PROPERTY

DESCRIPTION OF THE NEIGHBOURHOOD AND CONFORMITY OF THE SUBJECT WITH THE SECTOR

FACTORS THAT MAY FAVOUR OR HINDER THE SALE

OPINION

Considering the trends, the current market conditions and the information contained herein, my opinion is as follows:

The most probable selling price (normal market selling period): _____

The most probable selling price (0 to 90 days): _____

The suggested listing price is: _____

MARKETING COMMENTS AND RECOMMENDATIONS

COMPARABLES SOLD					
Sale #1		Sale #2		Sale #3	
Address:		Address:		Address:	
Year:	MLS #:	Year:	MLS #:	Year:	MLS #:
Neighbourhood		Neighbourhood		Neighbourhood	
Immediate		Immediate		Immediate	
Distant		Distant		Distant	
Asking price		Asking price		Asking price	
Selling price		Selling price		Selling price	
Assessment		Assessment		Assessment	
Land		Land		Land	
Building		Building		Building	
Total		Total		Total	
Type of property:		Type of property:		Type of property:	
Description		Description		Description	
No. rooms		No. rooms		No. rooms	
No. bedrooms		No. bedrooms		No. bedrooms	
No. bathrooms		No. bathrooms		No. bathrooms	
Basement		Basement		Basement	
Carport		Carport		Carport	
Garage		Garage		Garage	
No. dwellings		No. dwellings		No. dwellings	
Business		Business		Business	
Land		Land		Land	
Dimensions		Dimensions		Dimensions	
Area		Area		Area	
Building		Building		Building	
Dimensions		Dimensions		Dimensions	
Area		Area		Area	
Comments:					
SUBMISSION					
Attach the following documents and this report by e-mail or any other means agreed between the Parties:					
The three comparables descriptions.					
The property descriptions of the properties for sale in the neighbouring sector.					
Attach interior and exterior photographs of the main building and the annexes, secondary buildings, land and surroundings of the property.					
OTHER INFORMATION					
Broker's name:		_____			
Date of broker's visit:		_____			
Date of report:		_____			

7.10 APPENDIX J : Report on Marketing Activities

Note : the following template is subject to change without notice

REPORT OF COMMERCIAL ACTIVITIES BY PROPERTY					
Address of the Property:					
CMHC #			Broker #		
CMHC Agent			Date:		
Property					
Type of Property					
Number of Units Leased				Nbr of Potential Customers	
Initial List Price		\$		Current List Price	
Number of Visits				Number of Calls	
Customers' Comments:					

Number of Offers to Date					
Price Range		from		\$ to	
Date of Open House					
Other Initiatives:					
Broker's Comments:					

Advertising:		Name of Print Medium:		Publication Date:	
_____		_____		_____	
_____		_____		_____	
Market Type:					
Regional Economy:					
Desirable Work for Property Marketing:					
New Elements since the last Report which may affect the Sale of the Property:					
Marketing Strategy:					
Comparable Sales : Attach the Property Descriptions					
Address	MLS #	Price / Sale	Date	Municipal Assessment	# of days/ Sale
Comparable New Listings : Attach the Property Descriptions					
Address	MLS #	Price / Sale	Date	Municipal Assessment	# of days/ Sale
Please Use an Asterisk (*) to indicate the Properties that are Repossessions by Mortgage Lenders					
REVISED SELLING PRICE					\$
SUGGESTED LIST PRICE					\$
Name:			Date:		

7.11 APPENDIX K : Seller's Annex**Seller's Annex — Less than 5 dwellings (Subject to change)**

Address: _____

PP no _____

This annex pertains to the following clauses of the promise to purchase: **4.3, 7.3, 9.1, 10.1** (sale by judicial authority), **10.1 paragraphs 2, 4 and 5** (take in payment), **10.2, 10.3, 10.5b, 10.6, 10.7, 11.2, 11.4, 11.5, 11.7, 11.8 and 14.1**. In the event of a dispute, the provisions contained in this annex shall have priority over the provisions of the promise to purchase and its amendments.

DEPOSIT – Clause 4.3 of the promise to purchase is hereby cancelled and replaced by the following: The deposit shall be paid by bank draft or certified cheque and remitted to the designated officer (Sale by judicial authority) / agency (Taking in payment) in trust as soon as the conditions of the promise to purchase have been fulfilled.

BUYER'S FEES AND COSTS – To Clause 7.3 of the promise to purchase is added: Fees and costs incurred associated with the transfer of title of the Immovable, the opening of a trust account, the review and the payment of municipal, school and other taxes, as well as travel expenses of a notary for the execution of the deed of sale at the seller's office, shall be borne by the Buyer.

SELLER'S DOCUMENTS—Clause 9.1 of the promise to purchase is hereby cancelled and replaced by the following: The Seller does not, in any case whatsoever, have a duty to provide copies of: deeds of acquisition; an inspection report or other analysis of the quality of the Immovable, its accessories and appurtenances; a certificate of location; tax statements; insurance policy; assets inventory; plans; permits; leases and documents related to the dwellings and/or operations of the Immovable; a deed of assignment of leases; agreement to buy exchange or rent, or to grant a pre-emption right to a third party, or any other document it possesses or under its control.

If the Seller provides any of these documents or other document related to the Immovable, the Buyer must accept it as is, to the Seller's complete exoneration. The Seller makes absolutely no representation and offers no warranty regarding the income and presence of tenants, and regarding expenses relating to the immovable.

Clause 10.1 of the promise to purchase is hereby cancelled solely with respect to sales by judicial authority.

Clause 10.1 paragraphs 2, 4 and 5 of the promise to purchase are hereby cancelled solely with respect to the exercise of a right to take in payment.

DELIVERY OF THE IMMOVABLE – Clause 10.2 of the promise to purchase is hereby cancelled and replaced by the following: If damages are caused to the Immovable between the date where it was examined by the Buyer and that of taking possession, the Seller will either return the Immovable back to its state when examined by the Buyer, or cancel the promise to purchase. If the promise to purchase is cancelled, the Seller's sole obligation shall be to reimburse the deposit, without interest.

PROPERTY DOCUMENTS - Clause 10.3 of the promise to purchase is hereby cancelled and replaced by the following: **Certificate of Location** - If a certificate of location is remitted to the Buyer he will have to accept it as is, to the complete exoneration of the Seller; with no right to request from the Seller payment of the cost for updating or re-addressing the certificate. The Buyer declares having taken cognizance of the easements, encroachments and any other irregularity and hereby agrees to assume the full responsibility of same.

The Buyer acknowledges that any irregularity related to the Immovable might require him to take out, at his own expense, a title insurance. It is recommended that the Buyer consults his legal counsel.

DEFECT OR IRREGULARITY - Clause 10.5 b) of the promise to purchase is hereby cancelled and replaced by the following: Should the Buyer notify the Seller that the promise to purchase is null and void, the Seller's sole obligation shall be to reimburse the deposit, without interest.

Clause 10.6 and 10.7 of the promise to purchase are cancelled.

Article 11. DECLARATIONS AND OBLIGATIONS COMMON TO THE BUYER AND SELLER

Deed of sale: Sale by judicial authority, the deed of sale should be consistent to the model that will be submitted to the Buyer's notary by the designated officer. Taking in payment, all deed of sale should be prepared by a notary at the expense of the Buyer.

Sale by judicial authority: This promise to purchase is conditional on obtaining an amended judgment and a certificate of non-appeal from the Court authorizing the selling price.

Occupancy of the premises - Clause 11.2 of the promise to purchase is amended as follows: Possession will occur at the time of the deed of sale. The Seller does not grant any right of pre-occupancy. The Buyer hereby undertakes to uphold the existing leases as at the date of the deed of sale.

Buyer 1_____
Buyer 2

Seller's Annex — Less than 5 dwellings (Subject to change)

Remuneration - Sale by judicial authority, Clause 11.4 of the promise to purchase is hereby cancelled and replaced by the following: Remuneration shall be paid by the designated officer to the real estate agency upon expiry of the prescribed time limit to challenge the state of collocation. The Buyer's agency or broker takes note of the payment term and agrees to receive its share at the same time.

Inclusions - Clause 11.5 of the promise to purchase is hereby cancelled and replaced by the following: The Seller does not recognize any inclusion. The clause "*Limitation of legal warranty*", hereafter, applies.

Contracts and Assets to Be Assumed - Clauses 11.7 and 11.8 of the promise to purchase are cancelled and replaced by the following: the Seller makes no representation, nor guarantees in regard of, the existence of employment or service contracts, leasing contracts concerning fixtures and equipment as well as movables subjected to an instalment sales contract, a trial sales contract, a sales contract with right of redemption, a sales contract with resolutive clause or a financing lease contract; such contracts must be assumed by the Buyer, to the extent where such contracts exist, and are still in force at the time of sale.

Right to withdraw – Notwithstanding the provision to the contrary stated under **Clause 14.1** of the promise to purchase, the sale by judicial authority is subject to the right of the owner of the Immovable/the debtor, or of any party interested under the *Civil Code of Québec*, to pay the arrears or the loan balance at any time prior to the signing of the deed of sale by the Buyer.

Condition of Acceptance – Take in payment, the Seller's acceptance of **Clause 14.1** of the promise to purchase will bind him only after the issuance of a *final approval* by a staff member of CMHC. Said *final approval* must be provided to the Buyer within 72 business hours following his receipt of the Seller's *acknowledgement of receipt*.

An inspection by an expert is recommended.

LIMITATION OF LEGAL WARRANTY – The deed of sale will include the following provision:

The Buyer acknowledges that the Seller has never inhabited the Immovable. Therefore, the present sale is made "as is" at the Buyer's risks and perils and without legal warranty of title of ownership or of quality, including, namely, any latent defects. The Buyer is responsible for ensuring, at his own expense, compliance with all standards and regulations applying to the Immovable, including those governing the intended use for the Immovable, and the compliance with any environmental standards.

The Immovable, its components and accessories will be delivered to the Buyer in the same condition as they were at the time of his visit. Moreover, the Buyer is responsible for conducting tests, inspections, and compliance, existence and condition checks at his own expense, as well as for ensuring that the following are in good condition:

- a) The Immovable and all its parts and accessories
- b) The electric system, plumbing, heating, ventilation and air conditioning
- c) The water supply system and the sanitary and septic installations

More particularly, all warranty as to quality, good working order, durability, compliance with requirements of insurance companies is excluded for the Immovable and:

- d) any components and accessories and any other property considered to be included
- e) without limitation, the following: the flow and quality of water, septic and sanitary installations, chimney, stove, fireplace and combustion apparatuses, and heating appliances.

The Buyer waives his right to claim any costs of repairs or refurbishment of the Immovable, its components and accessories and to his right to any remedy based on the warranty against latent defects, the legal warranty of quality and the legal warranty of the right of ownership. The renunciation extends to all work of any nature whatsoever, completed or not, that may have been performed on the Immovable.

In witness whereof, the parties acknowledge receipt of this copy and being satisfied with such.

Signed in _____, this _____ 20_____

Buyer 1

Buyer 2

Witness

Witness

Seller's Annex — Co-ownership (Subject to change)

Address: _____

PPD no _____

This annex pertains to the following clauses of the promise to purchase: **4.3, 7.3, 9.1, 10.1** (sale by judicial authority), **10.1 paragraphs 2, 4 and 5** (taking in payment), **10.2, 10.3, 10.4, 10.5, 10.7b, 10.8, 10.9, 10.10, 11.2, 11.4, 11.5, 11.7, 11.8 and 14.1**. In the event of a dispute, the provisions contained in this annex shall have priority over the provisions of the promise to purchase and its amendments.

DEPOSIT – Clause 4.3 of the promise to purchase is hereby cancelled and replaced by the following: The deposit shall be paid by bank draft or certified cheque and remitted to the designated officer (Sale by judicial authority) / agency (Taking in payment) in trust as soon as the conditions of the promise to purchase have been fulfilled.

BUYER'S FEES AND COSTS – To Clause 7.3 of the promise to purchase is added: Fees and costs incurred associated with the transfer of title of the Immovable, the opening of a trust account, the review and the payment of municipal, school and other taxes, as well as travel expenses of a notary for the execution of the deed of sale at the seller's office, shall be borne by the Buyer.

SELLER'S DOCUMENTS—Clause 9.1 of the promise to purchase is hereby cancelled and replaced by the following: The Seller does not, in any case whatsoever, have a duty to provide copies of: deeds of acquisition; an inspection report or other analysis of the quality of the Immovable, its accessories and appurtenances; a certificate of location; tax statements; insurance policy; assets inventory; plans; permits; leases and documents related to the dwellings and/or operations of the Immovable; a deed of assignment of leases; agreement to buy exchange or rent, or to grant a pre-emption right to a third party, declaration of co-ownership; building by-laws as well as any and all amendments; information issuing from the syndicate of co-owners; minutes of the co-owners' meetings and of the Board of Directors' meetings for the past few years; financial statements of the condominium, including amounts deposited in contingency funds; or any other document it possesses or under its control.

If the Seller provides any of these documents or other document related to the Immovable, the Buyer must accept it as is, to the Seller's complete exoneration. The Seller makes absolutely no representation and offers no warranty regarding the income and presence of tenants, and regarding expenses relating to the immovable.

The Buyer states that he has reviewed and is satisfied with the declaration of co-ownership. The Buyer is responsible for seeking information from the syndicate of co-ownership about the financial situation of the syndicate, the co-ownership expenses related to the unit, as well as past, current and future renovations of the common areas in relation to specific events or normal maintenance. Should the buyer fail to avail himself of this verification, he will assume the associated risks.

Clause 10.1 of the promise to purchase is hereby cancelled solely with respect to sales by judicial authority.

Clause 10.1 paragraphs 2, 4 and 5 of the promise to purchase are hereby cancelled solely with respect to the exercise of a right to take in payment.

Clauses 10.2 and 10.3 of the promise to purchase are hereby cancelled.

DELIVERY OF THE IMMOVABLE – Clause 10.4 of the promise to purchase is hereby cancelled and replaced by the following: If damages are caused to the Immovable between the date where it was examined by the Buyer and that of taking possession, the Seller will either return the Immovable back to its state when examined by the Buyer, or cancel the promise to purchase. If the promise to purchase is cancelled, the Seller's sole obligation shall be to reimburse the deposit to the Buyer, without interest.

PROPERTY DOCUMENTS - Clause 10.5 of the promise to purchase is hereby cancelled and replaced by the following: **Certificate of Location** - If a certificate of location is remitted to the Buyer, he will have to accept it as is, to the complete exoneration of the Seller; with no right to request from the Seller payment of the cost for updating or re-addressing the certificate. The Buyer declares having taken cognizance of the easements, encroachments and any other irregularity and hereby agrees to assume full responsibility of same.

The Buyer acknowledges that any irregularity related to the Immovable might require him to take out, at his own expense, a title insurance. It is recommended that the Buyer consults his legal counsel.

DEFECT OR IRREGULARITY - Clause 10.7 b) of the promise to purchase is hereby cancelled and replaced by the following: Should the Buyer notify the Seller that the promise to purchase is null and void, the Seller's sole obligation shall be to reimburse the deposit to the Buyer, without interest.

Clauses 10.8, 10.9 and 10.10 of the promise to purchase are cancelled.

Article 11. DECLARATIONS AND OBLIGATIONS COMMON TO THE BUYER AND SELLER

Deed of sale: Sale by judicial authority, the deed of sale should be consistent to the model that will be submitted to the Buyer's notary by the designated officer. Taking in payment, all deed of sale should be prepared by a notary at the expense of the Buyer.

Buyer 1_____
Buyer 2

Seller's Annex — Co-ownership (Subject to change)

Sale by judicial authority: This promise to purchase is conditional on obtaining an amended judgment and a certificate of non-appeal from the Court authorizing the selling price.

Occupancy of the premises - Clause 11.2 of the promise to purchase is amended as follows: Possession will occur at the time of the deed of sale. The Seller does not grant any right of pre-occupancy. The Buyer hereby undertakes to uphold the existing leases as at the date of the deed of sale.

Remuneration - Sale by judicial authority, Clause 11.4 of the promise to purchase is hereby cancelled and replaced by the following: Remuneration shall be paid by the designated officer to the real estate agency upon expiry of the prescribed time limit to challenge the state of collocation. The Buyer's agency or broker takes note of the payment term and agrees to receive its share at the same time.

Inclusions - Clause 11.5 of the promise to purchase is hereby cancelled and replaced by the following: The Seller does not recognize any inclusion. The clause "*Limitation of legal warranty*", hereafter, applies.

Contracts and Assets to Be Assumed - Clauses 11.7 and 11.8 of the promise to purchase are cancelled and replaced by the following: the Seller makes no representation, nor guarantees in regard of, the existence of employment or service contracts, leasing contracts concerning fixtures and equipment as well as movables subjected to an instalment sales contract, a trial sales contract, a sales contract with right of redemption, a sales contract with resolatory clause or a financing lease contract; such contracts must be assumed by the Buyer, to the extent where such contracts exist, and are still in force at the time of sale.

Right to withdraw – Notwithstanding the provision to the contrary stated under **Clause 14.1** of the promise to purchase, the sale by judicial authority is subject to the right of the owner of the Immovable/the debtor, or of any party interested under the *Civil Code of Québec*, to pay the arrears or the loan balance at any time prior to the signing of the deed of sale by the Buyer.

Condition of Acceptance – Take in payment, the Seller's acceptance of **Clause 14.1** of the promise to purchase will bind him only after the issuance of a *final approval* by a staff member of CMHC. Said *final approval* must be provided to the Buyer within 72 business hours following his receipt of the Seller's *acknowledgement of receipt*.

An inspection by an expert is recommended.

LIMITATION OF LEGAL WARRANTY – The deed of sale will include the following provision:

The Buyer acknowledges that the Seller has never inhabited the Immovable. Therefore, the present sale is made "as is" at the Buyer's risks and perils and without legal warranty of title of ownership or of quality, including, namely, any latent defects. The Buyer is responsible for ensuring, at his own expense, compliance with all standards and regulations applying to the Immovable, including those governing the intended use for the Immovable, and the compliance with any environmental standards.

The Immovable, its components and accessories will be delivered to the Buyer in the same condition as they were at the time of his visit. Moreover, the Buyer is responsible for conducting tests, inspections, and compliance, existence and condition checks at his own expense, as well as for ensuring that the following are in good condition:

- a) The Immovable and all its parts and accessories
- b) The electric system, plumbing, heating, ventilation and air conditioning
- c) The water supply system and the sanitary and septic installations

More particularly, all warranty as to quality, good working order, durability, compliance with requirements of insurance companies is excluded for the Immovable and:

- d) Any components and accessories and any other property considered to be included
- e) Without limitation, the following: the flow and quality of water, septic and sanitary installations, chimney, stove, fireplace and combustion apparatuses, and heating appliances.

The Buyer waives his right to claim any costs of repairs or refurbishment of the Immovable, its components and accessories and to his right to any remedy based on the warranty against latent defects, the legal warranty of quality and the legal warranty of the right of ownership. The renunciation extends to all work of any nature whatsoever, completed or not, that may have been performed on the Immovable.

In witness whereof, the parties acknowledge receipt of this copy and being satisfied with such.

Signed in _____, this _____ 20_____

Buyer 1 Buyer 2

Witness Witness

Seller's Annex — Mobile home situated on leased land (Subject to change)

Address: _____

PPM no _____

This annex pertains to the following clauses of the promise to purchase: **4.2, 7.3, 9.1, 10.1** (sale by judicial authority), **10.1 paragraphs 2 and 4** (take in payment), **10.2, 10.3, 10.5b, 10.6, 10.7, 10.8, 11.2, 11.4, 11.5, 11.7 no 2°, 11.8 and 14.1**. In the event of a dispute, the provisions contained in this annex shall have priority over the provisions of the promise to purchase and its amendments.

DEPOSIT – Clause 4.2 of the promise to purchase is hereby cancelled and replaced by the following: The deposit shall be paid by bank draft or certified cheque and remitted to the designated officer (Sale by judicial authority) / agency (Taking in payment) in trust as soon as the conditions of the promise to purchase have been fulfilled.

BUYER'S FEES AND COSTS – To Clause 7.3 of the promise to purchase is added: Fees and costs incurred associated with the transfer of title of the Immovable, the opening of a trust account, the review and the payment of municipal, school and other taxes, as well as travel expenses of a notary for the execution of the deed of sale at the seller's office, shall be borne by the Buyer.

SELLER'S DOCUMENTS—Clause 9.1 of the promise to purchase is hereby cancelled and replaced by the following: The Seller does not, in any case whatsoever, have a duty to provide copies of: deeds of acquisition; an inspection report or other analysis of the quality of the Immovable, its accessories and appurtenances; a certificate of location; tax statements; insurance policy; assets inventory; plans; permits; leases and documents related to the dwellings and/or operations of the Immovable; a deed of assignment of leases; agreement to buy exchange or rent, or to grant a pre-emption right to a third party, or any other document it possesses or under its control.

If the Seller provides any of these documents or other document related to the Immovable, the Buyer must accept it as is, to the Seller's complete exoneration. The Seller makes absolutely no representation and offers no warranty regarding the income and presence of tenants, and regarding expenses relating to the immovable.

Clause 10.1 of the promise to purchase is hereby cancelled solely with respect to sales by judicial authority.

Clause 10.1 paragraphs 2 and 4 of the promise to purchase are hereby cancelled solely with respect to the exercise of a right to take in payment.

DELIVERY OF THE IMMOVABLE – Clause 10.2 of the promise to purchase is hereby cancelled and replaced by the following: If damages are caused to the Immovable between the date where it was examined by the Buyer and that of taking possession, the Seller will either return the Immovable back to its state when examined by the Buyer, or cancel the promise to purchase. If the promise to purchase is cancelled, the Seller's sole obligation shall be to reimburse the deposit, without interest.

PROPERTY DOCUMENTS - Clause 10.3 of the promise to purchase is hereby cancelled and replaced by the following: **Certificate of Location** - If a certificate of location is remitted to the Buyer he will have to accept it as is, to the complete exoneration of the Seller; with no right to request from the Seller payment of the cost for updating or re-addressing the certificate. The Buyer declares having taken cognizance of the easements, encroachments and any other irregularity and hereby agrees to assume the full responsibility of same.

The Buyer acknowledges that any irregularity related to the Immovable might require him to take out, at his own expense, a title insurance. It is recommended that the Buyer consults his legal counsel.

DEFECT OR IRREGULARITY - Clause 10.5 b) of the promise to purchase is hereby cancelled and replaced by the following: Should the Buyer notify the Seller that the promise to purchase is null and void, the Seller's sole obligation shall be to reimburse the deposit, without interest.

Clause 10.6, 10.7 and 10.8 of the promise to purchase are cancelled.

Article 11. DECLARATIONS AND OBLIGATIONS COMMON TO THE BUYER AND SELLER

Deed of sale: Sale by judicial authority, the deed of sale should be consistent to the model that will be submitted to the Buyer's notary by the designated officer. Taking in payment, all deed of sale should be prepared by a notary at the expense of the Buyer.

Sale by judicial authority: This promise to purchase is conditional on obtaining an amended judgment and a certificate of non-appeal from the Court authorizing the selling price.

Occupancy of the premises - Clause 11.2 of the promise to purchase is amended as follows: Possession will occur at the time of the deed of sale. The Seller does not grant any right of pre-occupancy. The Buyer hereby undertakes to uphold the existing leases as at the date of the deed of sale.

Buyer 1_____
Buyer 2

Seller's Annex — Mobile home situated on leased land (Subject to change)

Remuneration - Sale by judicial authority. **Clause 11.4** of the promise to purchase is hereby cancelled and replaced by the following: Remuneration shall be paid by the designated officer to the real estate agency upon expiry of the prescribed time limit to challenge the state of collocation. The Buyer's agency or broker takes note of the payment term and agrees to receive its share at the same time.

Inclusions - Clause 11.5 of the promise to purchase is hereby cancelled and replaced by the following: The Seller does not recognize any inclusion. The clause "*Limitation of legal warranty*", hereafter, applies.

Contracts and Assets to Be Assumed - Clauses 11.7 no 2° and 11.8 of the promise to purchase are cancelled and replaced by the following: the Seller makes no representation, nor guarantees in regard of, the existence of employment or service contracts, leasing contracts concerning fixtures and equipment as well as movables subjected to an instalment sales contract, a trial sales contract, a sales contract with right of redemption, a sales contract with resolutive clause or a financing lease contract; such contracts must be assumed by the Buyer, to the extent where such contracts exist, and are still in force at the time of sale.

Right to withdraw – Notwithstanding the provision to the contrary stated under **Clause 14.1** of the promise to purchase, the sale by judicial authority is subject to the right of the owner of the Immovable/the debtor, or of any party interested under the *Civil Code of Québec*, to pay the arrears or the loan balance at any time prior to the signing of the deed of sale by the Buyer.

Condition of Acceptance – Take in payment, the Seller's acceptance of **Clause 14.1** of the promise to purchase will bind him only after the issuance of a *final approval* by a staff member of CMHC. Said *final approval* must be provided to the Buyer within 72 business hours following his receipt of the Seller's *acknowledgement of receipt*.

An inspection by an expert is recommended.

LIMITATION OF LEGAL WARRANTY – The deed of sale will include the following provision:

The Buyer acknowledges that the Seller has never inhabited the Immovable. Therefore, the present sale is made "as is" at the Buyer's risks and perils and without legal warranty of title of ownership or of quality, including, namely, any latent defects. The Buyer is responsible for ensuring, at his own expense, compliance with all standards and regulations applying to the Immovable, including those governing the intended use for the Immovable, and the compliance with any environmental standards.

The Immovable, its components and accessories will be delivered to the Buyer in the same condition as they were at the time of his visit. Moreover, the Buyer is responsible for conducting tests, inspections, and compliance, existence and condition checks at his own expense, as well as for ensuring that the following are in good condition:

- a) The Immovable and all its parts and accessories
- b) The electric system, plumbing, heating, ventilation and air conditioning
- c) The water supply system and the sanitary and septic installations

More particularly, all warranty as to quality, good working order, durability, compliance with requirements of insurance companies is excluded for the Immovable and:

- d) any components and accessories and any other property considered to be included
- e) without limitation, the following: the flow and quality of water, septic and sanitary installations, chimney, stove, fireplace and combustion apparatuses, and heating appliances.

The Buyer waives his right to claim any costs of repairs or refurbishment of the Immovable, its components and accessories and to his right to any remedy based on the warranty against latent defects, the legal warranty of quality and the legal warranty of the right of ownership. The renunciation extends to all work of any nature whatsoever, completed or not, that may have been performed on the Immovable.

In witness whereof, the parties acknowledge receipt of this copy and being satisfied with such.

Signed in _____, this _____ 20_____

Buyer 1

Buyer 2

Witness

Witness

Seller's Annex - 5 and 6 dwellings, vacant land and others (Subject to change)

Address: _____

PPG no _____

This annex pertains to the following clauses of the promise to purchase: **4.3, 7.3, 9.1, 10.1** (sale by judicial authority), **10.1 paragraphs 2, 4, 5 and 6** (take in payment), **10.2, 10.3, 10.4, 10.5, 10.6, 10.8 b), 10.9, 10.10, 10.11, 11.2, 11.4** (sale by judicial authority), **11.5, 11.7, 11.8, 14.1 and 16.1**. In the event of a dispute, the provisions contained in this annex shall have priority over the provisions of the promise to purchase and its amendments.

DEPOSIT – Clause 4.3 of the promise to purchase is hereby cancelled and replaced by the following: The deposit shall be paid by bank draft or certified cheque and remitted to the designated officer (Sale by judicial authority) / agency (Taking in payment) in trust as soon as the conditions of the promise to purchase have been fulfilled.

BUYER'S FEES AND COSTS – To Clause 7.3 of the promise to purchase is added: Fees and costs incurred associated with the transfer of title of the Immovable, the opening of a trust account, the review and the payment of municipal, school and other taxes, as well as travel expenses of a notary for the execution of the deed of sale at the seller's office, shall be borne by the Buyer.

SELLER'S DOCUMENTS—Clause 9.1 of the promise to purchase is hereby cancelled and replaced by the following: The Seller does not, in any case whatsoever, have a duty to provide copies of: deeds of acquisition; an inspection report or other analysis of the quality of the Immovable, its accessories and appurtenances; a certificate of location; tax statements; insurance policy; assets inventory; plans; permits; leases and documents related to the dwellings and/or operations of the Immovable; a deed of assignment of leases; agreement to buy exchange or rent, or to grant a pre-emption right to a third party, or any other document it possesses or under its control.

If the Seller provides any of these documents or other document related to the Immovable, the Buyer must accept it as is, to the Seller's complete exoneration. The Seller makes absolutely no representation and offers no warranty regarding the income and presence of tenants, and regarding expenses relating to the immovable.

Clause 10.1 of the promise to purchase is hereby cancelled solely with respect to sales by judicial authority.

Clause 10.1 paragraphs 2, 4, 5 and 6 of the promise to purchase are hereby cancelled solely with respect to the exercise of a right to take in payment.

Clauses 10.2, 10.3 and 10.4 of the promise to purchase are hereby cancelled.

DELIVERY OF THE IMMOVABLE – Clause 10.5 of the promise to purchase is hereby cancelled and replaced by the following: If damages are caused to the Immovable between the date where it was examined by the Buyer and that of taking possession, the Seller will either return the Immovable back to its state when examined by the Buyer, or cancel the promise to purchase. If the promise to purchase is cancelled, the Seller's sole obligation shall be to reimburse the deposit, without interest.

PROPERTY DOCUMENTS - Clause 10.6 of the promise to purchase is hereby cancelled and replaced by the following: **Certificate of Location** - If a certificate of location is remitted to the Buyer he will have to accept it as is, to the complete exoneration of the Seller; with no right to request from the Seller payment of the cost for updating or re-addressing the certificate. The Buyer declares having taken cognizance of the easements, encroachments and any other irregularity and hereby agrees to assume the full responsibility of same.

The Buyer acknowledges that any irregularity related to the Immovable might require him to take out, at his own expense, a title insurance. It is recommended that the Buyer consults his legal counsel.

DEFECT OR IRREGULARITY - Clause 10.8 b) of the promise to purchase is hereby cancelled and replaced by the following: Should the Buyer notify the Seller that the promise to purchase is null and void, the Seller's sole obligation shall be to reimburse the deposit, without interest.

Clauses 10.9, 10.10 and 10.11 of the promise to purchase are cancelled.

Article 11. DECLARATIONS AND OBLIGATIONS COMMON TO THE BUYER AND SELLER

Deed of sale: Sale by judicial authority, the deed of sale should be consistent to the model that will be submitted to the Buyer's notary by the designated officer. Taking in payment, all deed of sale should be prepared by a notary at the expense of the Buyer.

Sale by judicial authority: This promise to purchase is conditional on obtaining an amended judgment and a certificate of non-appeal from the Court authorizing the selling price.

Occupancy of the premises - Clause 11.2 of the promise to purchase is amended as follows: Possession will occur at the time of the deed of sale. The Seller does not grant any right of pre-occupancy. The Buyer hereby undertakes to uphold the existing leases as at the date of the deed of sale.

Buyer 1_____
Buyer 2

Seller's Annex - 5 and 6 dwellings, vacant land and others (Subject to change)

Remuneration - Sale by judicial authority. Clause 11.4 of the promise to purchase is hereby cancelled and replaced by the following: Remuneration shall be paid by the designated officer to the real estate agency upon expiry of the prescribed time limit to challenge the state of collocation. The Buyer's agency or broker takes note of the payment term and agrees to receive its share at the same time.

Inclusions - Clause 11.5 of the promise to purchase is hereby cancelled and replaced by the following: The Seller does not recognize any inclusion. The clause "Limitation of legal warranty", hereafter, applies.

Contracts and Assets to Be Assumed - Clauses 11.7 and 11.8 of the promise to purchase are cancelled and replaced by the following: the Seller makes no representation, nor guarantees in regard of, the existence of employment or service contracts, leasing contracts concerning fixtures and equipment as well as movables subjected to an instalment sales contract, a trial sales contract, a sales contract with right of redemption, a sales contract with resolutive clause or a financing lease contract; such contracts must be assumed by the Buyer, to the extent where such contracts exist, and are still in force at the time of sale.

Right to withdraw – Notwithstanding the provision to the contrary stated under **Clause 14.1** of the promise to purchase, the sale by judicial authority is subject to the right of the owner of the Immovable/the debtor, or of any party interested under the *Civil Code of Québec*, to pay the arrears or the loan balance at any time prior to the signing of the deed of sale by the Buyer.

Condition of Acceptance – Take in payment, the Seller's acceptance of **Clause 14.1** of the promise to purchase will bind him only after the issuance of a *final approval* by a staff member of CMHC. Said *final approval* must be provided to the Buyer within 72 business hours following his receipt of the Seller's *acknowledgement of receipt*.

Clause 16.1 of the promise to purchase is hereby cancelled.

An inspection by an expert is recommended.

LIMITATION OF LEGAL WARRANTY – The deed of sale will include the following provision:

The Buyer acknowledges that the Seller has never inhabited the Immovable. Therefore, the present sale is made "as is" at the Buyer's risks and perils and without legal warranty of title of ownership or of quality, including, namely, any latent defects. The Buyer is responsible for ensuring, at his own expense, compliance with all standards and regulations applying to the Immovable, including those governing the intended use for the Immovable, and the compliance with any environmental standards.

The Immovable, its components and accessories will be delivered to the Buyer in the same condition as they were at the time of his visit. Moreover, the Buyer is responsible for conducting tests, inspections, and compliance, existence and condition checks at his own expense, as well as for ensuring that the following are in good condition:

- a) The Immovable and all its parts and accessories
- b) The electric system, plumbing, heating, ventilation and air conditioning
- c) The water supply system and the sanitary and septic installations

More particularly, all warranty as to quality, good working order, durability, compliance with requirements of insurance companies is excluded for the Immovable and:

- d) any components and accessories and any other property considered to be included
- e) without limitation, the following: the flow and quality of water, septic and sanitary installations, chimney, stove, fireplace and combustion apparatuses, and heating appliances.

The Buyer waives his right to claim any costs of repairs or refurbishment of the Immovable, its components and accessories and to his right to any remedy based on the warranty against latent defects, the legal warranty of quality and the legal warranty of the right of ownership. The renunciation extends to all work of any nature whatsoever, completed or not, that may have been performed on the Immovable.

In witness whereof, the parties acknowledge receipt of this copy and being satisfied with such.

Signed in _____, this _____ 20_____

Buyer 1

Buyer 2

Witness

Witness

7.12 APPENDIX L : Letter to the Notary

Note : the following template is subject to change without notice

Letter to the Notary, 1 to 6 Units

PROTECTED

Date:

Addressee:

**SUBJECT: SENDING OF DOCUMENTS REGARDING THE PREPARATION OF THE
SALE OF:
CMHC file #:
Broker's file #:**

Maître,

At your client's request, we are sending the documents regarding the sale of the above-mentioned property.

For any information concerning this letter or for confirmation of the appointment, please contact the CMHC representative, _____, at _____ (telephone number) or _____ (fax number). Note that you must provide CMHC with the details of the adjustments and disbursements and the draft deed of sale **no less than five (5) business days before the execution of the deed of sale by the Buyer.**

For the purposes of preparation of the deed of sale, we are sending you the following information:

1. Name(s) and address(es) of the buyer(s):
2. Selling price of the property:
3. Deposit in trust cashed by the broker:
4. Date of execution of deed of sale agreed with CMHC.

REMUNERATION TO BE DEDUCTED FROM THE SELLING PRICE:

Attached you will find the brokerage fees. The Remuneration will be payable in full by you to the Real Estate Agency (postal address of the agency), which will ensure distribution according to the contract executed with CMHC.

DELIVERY OF THE KEYS

The keys of the property will be delivered to you by the property manager no later than the date of execution of the deed of sale and shall be delivered to the Buyer only **after execution by both parties.**

REMITTANCE OF THE FINAL CHEQUE

The final cheque, **including the adjustments**, shall be certified or drawn on your trust account, and please indicate the CMHC file number. The cheque shall be remitted promptly to CMHC after the publication of the sale in the Land Register.

INSTRUCTIONS TO THE NOTARY

The leaflet entitled "INSTRUCTIONS TO THE NOTARY" attached hereto indicates the clauses and the appearance for which CMHC requires textual and integral insertion in the deed of sale. Before submitting the deed of sale to CMHC for execution, the Buyer shall have duly executed it in advance. It is understood that these instructions do not create any principal-agent relationship between CMHC and yourself.

FEES AND DISBURSEMENTS

The fees and disbursement inherent in the transfer of title of the said property; the fees related to the opening of a trust account; the fees for verification and the payment of municipal, school and other taxes; and, if applicable, the travel expenses of the notary or of a delegated notary for the execution of the deed of sale at CMHC's office, **shall be at the Buyer's expense.**

CONDO ADMINISTRATOR (if applicable)

Name and address of the administrator and the applicable fees.

Thank you for your cooperation and your diligence in this matter and please accept our best regards.

(Signatory's name)
(Signatory's title)

Attachment: - Instructions to the notary
 - Copy of the promise to purchase, including the "CMHC" Appendix
 - Copies of the leases (if applicable)

CURRENTLY IN OUR POSSESSION:

- **NO CERTIFICATE OF LOCATION**
- **ONLY A PHOTOCOPY OF THE CERTIFICATE OF LOCATION**

If the execution date is moved up, contrary to what is mentioned in the contract, you will have to provide for a period of seven (7) days before the execution date. If, on the contrary, execution is delayed, it is important to inform us, so that we can notify the manager to continue the caretaking visits until execution to ensure the safety of the premises.

INSTRUCTIONS TO THE NOTARY

CLAUSES TO INCLUDE IN YOUR CONVENTIONAL DEED OF SALE

1. The purchaser acknowledges that the vendor has never inhabited the immovable and that it has no personal knowledge of same. Therefore, the present sale is made "as is" at the purchaser's risks and perils and without legal warranty of title of ownership or of quality, including, namely, any hidden defects. It is the responsibility of the purchaser to ensure of compliance with all norms and regulations to which the immovable is subject, including those governing the intended use for the immovable, and the compliance with any environmental norms. It is the responsibility of the purchaser to have conducted the tests and inspections of the immovable, as well as its components and accessories, that he deems necessary or relevant. The immovable, its components and accessories will be delivered to him in the same condition as they were at the time of his visit.

More particularly, in addition to the building, all warranty as to quality, good running order, durability, compliance with requirements of insurance companies is excluded for any components and accessories and any other property considered to be included, including without limitation, the following: the flow and quality of water, septic installations, chimney, stove, fireplace and combustion apparatuses.

The Purchaser renounces to his right to claim any costs of repairs or refurbishing of the immovable, its components and accessories and to his right to exercise any recourse based on the warranty against hidden defects, the legal warranty of quality and the legal warranty of the right of ownership, save and except, with respect to the latter, for acts of the vendor . The renunciation extends to all work of any nature whatsoever, completed or not, that may have been performed on the immovable."

2. The Buyer represents that he has been informed in the text of the counter-offer accepted by the Buyer and CMHC, that CMHC, as Seller, has consented freely that the final acceptance of the counter-offer by the Buyer be subject to a final inspection of the property, satisfactory to the Buyer, conducted at the Buyer's request and expense by an expert of his choice, within five business days after final acceptance by the Seller of the counter-offer.

Should the Buyer fail to exercise this condition, the acceptance of the promise to purchase/counter-offer became final at the expiry of the stipulated deadline.

The Buyer represents (**that he has exercised this condition**) **OR (that he has not exercised this condition)** and assumes full responsibility and all the costs related to the eventual or potential restoration of the property.

3. The Seller puts the acquirer in possession of the real property presently sold **effective immediately**, and all the fees that may result from this delivery will be at the expense of the acquirer, who will pay all the taxes and allocations which may affect the property presently sold (hereinafter the taxes) effective from the said date.

4 The Seller is exempted from providing the acquirer with a copy of the titles and the certificate of location.

5 REPRESENTATIONS REGARDING THE PRE-CONTRACT

All the clauses, conditions and obligations mentioned in the promise to purchase under PP number _____ and all the appendices and modifications thereto, including the CMHC counter-offer, are an integral part of this deed of sale. In case of incompatibility between the terms of the promise to purchase and the deed of sale, those of the promise to purchase will prevail.

ADDITIONAL INFORMATION

When the documents are ready for execution by an authorized representative of CMHC, please set an appointment to avoid showing up at CMHC's offices unsuccessfully and thus creating needless delays.

APPEARANCE

THE YEAR TWO THOUSAND AND TWO,

on this

BEFORE

Mr./Ms.

Notary, having his/her place of business at
Province of Quebec,

APPEARING:

CANADA MORTGAGE AND HOUSING CORPORATION, body corporate and Crown corporation, incorporated under the *Canada Mortgage and Housing Corporation Act*, R.S.C. (1985) c. C-7, having its head office at 700 Montreal Road, in the City of Ottawa, Province of Ontario, K1A 0P7, and a directly related establishment at 1100 René-Lévesque Blvd. West, 1st Floor, Montréal, Quebec, H3B 5J7, acting through and represented by

duly authorized pursuant to the Quebec power of attorney resolution adopted at the meeting on of the Board of Directors of **CANADA MORTGAGE AND HOUSING CORPORATION**,

(hereinafter referred to as)

AND

7.13 APPENDIX M : Contractor Tax Information

Note : the following template is subject to change without notice

**Contractor Tax Information
Renseignements sur les fournisseurs aux fins de l'impôt**

Pursuant to paragraph 221(l)(d.1) of the Income Tax Act , CMHC must issue information slips indicating all service contract payments (including contracts for mixed goods and services) for the calendar year. Please complete this form within 30 days of receipt and mail or fax it to CMHC (see below for details). Disregard, if you have already submitted this form or the information requested has not changed.		En vertu de l'alinéa 221 l)(d.1) de la Loi de l'impôt sur le revenu , la SCHL est tenue de déclarer sur des feuillets d'information tous les paiements effectués durant l'année civile, au terme des contrats de services, y compris les contrats qui portent à la fois sur des biens et des services. Veuillez remplir ce formulaire dans les 30 jours suivant la réception et l'expédier à la SCHL, par la poste ou par télécopieur (voir détails ci-dessous). Veuillez ne pas tenir compte de ce formulaire si vous avez déjà fourni ces renseignements à la SCHL.	
		CMHC USE ONLY Réservé à l'usage de la SCHL	
Legal Name of Company or Individual/Nom officiel de l'entreprise ou du particulier			
Operating Name of Entity or Individual (if different from Legal Name)/Nom commercial de l'entité ou du particulier (s'il diffère du nom officiel)			
No./N°		Street Name/Nom de la rue	
City/Ville		Municipality/Municipalité	
Telephone Number/N° de téléphone () -	Fax Number/N° de télécopieur () -	E-mail/Courriel	
Sole Proprietor Propriétaire unique	If Sole Proprietor provide/Si Propriétaire unique, indiquez : Last Name/Nom de famille	First Name/Prénom..... Initial/Initiale	
Corporation/Société	Partnership Société de personnes	Partnership's Filer Identification Number/Numéro d'identification de la société de personnes	
A - SIN Number (if applicable)/NAS (s'il y a lieu)		B - BN (Business Number)/NE (Numéro d'entreprise)	
C - GST/HST No./N° de TPS ou de TVH Not registered for GST/HST/Non inscrit à la TPS/TVH		D - T2 Corporation Tax No. (if neither BN or GST/HST is available)/N° de société aux fins de l'impôt (T2) (s'il n'y a pas de NE ni de N° de TPS ou de TVH)	
Type of Contract/Genre de contrat Contract for services only Contract for mixed goods and services Contract for goods only Contrat de services seulement Contrat de biens et de services Contrat de biens seulement			

Status of Contractor/Statut du fournisseur
CERTIFICATION

ATTESTATION

I certify that I have examined the information provided above, including the legal name, address and Canada Customs and Revenue Agency Identifier, in Box A, B, C or D as applicable cases, and it is correct and complete, and fully discloses the identification of this Contractor. Je déclare avoir examiné les renseignements susmentionnés y compris le nom officiel, l'adresse et le code identificateur de l'Agence des douanes et du revenu du Canada, indiqué dans les cases A, B, C, ou D selon le cas, et j'atteste qu'ils sont exacts et constituent une description complète et fidèle de l'identité de ce fournisseur.		
Name/Nom	Title/Titre	
Signature		Date

CMHC/SCHL 3085 CMHC/SCHL PPU 070 Canada Mortgage and Housing Corporation is subject to the *Privacy Act*. Individuals have a right of access to CMHC controlled information about themselves./La Société canadienne d'hypothèques et de logement est assujettie à la *Loi sur la protection des renseignements personnels*. Tout individu a droit d'accès aux renseignements que détient la SCHL à son sujet.

Mail or Fax to:
Financial Services
c/o Principal, Accounts Payable
CMHC, National Office
700 Montreal Road
Ottawa (Ontario) K1A 0P7

Envoyer ou télécopier au :
Directeur, Comptes créditeurs
Services financiers
SCHL, Bureau national
700, chemin de Montréal
Ottawa(Ontario)K1A