



AGREEMENT ENTERED INTO AT COTE SAINT-LUC, QUEBEC EFFECTIVE THE 18th DAY OF MAY 2010 ("Agreement")

BETWEEN:

THE CITY OF CÔTE SAINT-LUC, a municipality organized and existing under the laws of Quebec, and having its city hall at 5801 Cavendish Blvd., Côte Saint-Luc, Quebec, H4W 3C3

"VENDOR"

AND:

4453176 CANADA INC., a corporation duly incorporated and existing under the law and having a place of business at 4024 Grey Avenue, Montreal, Quebec, H4A 3P1 herein acting and represented by Jerome Winikoff, hereto duly authorized for all purposes hereof as he so declares

"PURCHASER"

WHEREAS, the PURCHASER, hereby offers to purchase from the VENDOR, for the price and subject to the terms and conditions hereinafter set forth the property defined in Section 2 below ("PROPERTY"); and

The Purchaser agrees to purchase said PROPERTY pursuant to the terms of this Agreement;

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. PREAMBLE

1.1. The preamble of this Agreement shall form an integral part hereof as if recited at length herein.

2. DESCRIPTION

2.1. The PROPERTY consists of 3783.43 square feet of lot number 1560758, the whole as more fully illustrated in the surveyor report prepared by Robert Katz, Surveyor annexed herewith as Annex A.

3. PURCHASE PRICE AND DEED OF SALE

3.1. The purchase price for the PROPERTY is the total amount based on the 2007 municipal evaluation of the PROPERTY which is twenty dollars and forty three cents per square foot (\$ 20.43/sq. ft); therefore, the purchase price is seventy-seven thousand two hundred and ninety-five dollars and forty-seven cents (\$ 77,295.47) CDN ("PURCHASE PRICE").

3.2. The parties agree to sign, within forty five (45) days following receipt of the surveyor report, before the PURCHASER's notary, Me Sandor Steinberg, a notarized deed of sale ("Deed of Sale") drawn up in English whereby the VENDOR shall transfer ownership of the PROPERTY to the PURCHASER in consideration for the PURCHASE PRICE.

3.3. Upon execution of this Agreement, the PURCHASER shall remit, by certified cheque a deposit in the amount of ten thousand dollars (\$10,000.00) to Me Sandor Steinberg, Notary In Trust who will retain said

Initials	
Vendor	Purchaser

sum until the Deed of Sale for the PROPERTY has been signed and duly registered and entered into the land register, the whole without adverse entries, at which time said sum shall be disbursed to the VENDOR. The balance of the PURCHASE PRICE shall be payable, in full by certified cheque, upon signing the Deed of Sale.

3.4. Possession of the PROPERTY shall be delivered to the PURCHASER at the date the PURCHASE PRICE has been paid in full to the VENDOR.

4. OBLIGATIONS OF PURCHASER

4.1. The PURCHASER shall obtain prior to the signing of the Deed of Sale, where necessary, at his own initiative and expense, an assigned cadastral number to any portion of the PROPERTY which needs to be subdivided in order to execute this Agreement.

4.2. The PURCHASER shall pay all the fees for and expenses related to the purchase of the PROPERTY including but not limited to, the costs of any necessary subdivisions, land surveyors and/or preparation of the Deed of Sale, its registration, notarial fees and the necessary copies thereof, including *two* (2) copies for the VENDOR, to be paid for by the PURCHASER, which will assume all future instalments of all assessments to be made to the date of the signing of the Deed of Sale.

4.3. The PURCHASER shall pay any and all duties related to the transfer of ownership.

5. REPRESENTATIONS, WARRANTIES AND OBLIGATIONS OF VENDOR

5.1 The VENDOR provides the following representations and warranties to the PURCHASER:

5.1.1. The VENDOR has clear title to the PROPERTY, free and clear of all hypothecs, privileges, liens, rights of third parties, restrictions, homologated lines or reserves, encroachments or other encumbrances of any nature whatsoever.



5.1.2. At the date of this Agreement, the VENDOR has not received notice from any federal, provincial, or other governmental authority, board, commission or agency having jurisdiction over the PROPERTY notifying the VENDOR or placing it in default to conform to any law, by-law, ordinance or regulation relating to the environment, zoning, fire, health or otherwise and the VENDOR is not aware of any violation or infraction thereof.

5.1.3. At the date of this Agreement, there are no claims or actions pending between the VENDOR and any person with respect to the PROPERTY and no default exists with respect to the fulfilment of any of the obligations incurred by the VENDOR or any person in connection with any matter affecting the PROPERTY.

5.1.4. At the date of this Agreement, the VENDOR has no knowledge of any expropriation or homologation proceedings, actual or contemplated, affecting the PROPERTY.

5.1.5. To its knowledge, the VENDOR has not failed to disclose to the PURCHASER any material adverse fact or condition respecting the PROPERTY, which if disclosed would have caused the PURCHASER, acting reasonably, not to proceed with the Offer except a servitude located at the South-East corner of said Property, Vendor agrees to radiate a portion of this servitude located at the North-West corner of same by a measure of 5 feet by 5 feet.

5.1.6. Other than the representation and warranties expressed above, the VENDOR provides no further

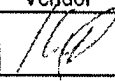

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Vendor	Purchaser
	

representations and warranties to the PURCHASER and VENDOR expressly disclaims any additional warranties express or implied including suitability of the PROPERTY for any specific purpose or any warranty against latent defects.

6. GENERAL

- 6.1. It is understood and agreed that no failure or delay in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.
- 6.2. All notices or other communications hereunder to either party, including any notices of default under any provision hereof, must be sent in writing and shall be deemed accepted immediately when hand delivered or sent by courier service or by facsimile, or *five* (5) days after having been mailed via registered mail or by telegram, fee prepaid. Any notice of communication to the CITY must be addressed as follows:

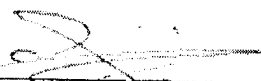
City of Cote Saint Luc
Attn: Me Elisa Laxer
Material Resources Department
5801 Cavendish Boulevard
Cote Saint Luc, Quebec
H4W 3C3
- 6.3. The rights and recourses of any party shall be cumulative and not alternative and are not limited by specification.
- 6.4. Unless otherwise dictated by the context, the singular number shall include the plural and vice versa; the masculine shall include the feminine and vice versa and, where applicable to firms, companies or corporations, the neuter.
- 6.5. The descriptive headings of this Agreement are inserted for convenience, reference and clarity of presentation only and shall not serve in any manner to interpret, restrict or enlarge the meaning of the provisions contained herein.
- 6.6. If the expiry of any delay provided for in this Agreement falls on a non-judicial day (as defined in the Quebec Code of Civil Procedure), then the delay shall be extended to the next following judicial day.
- 6.7. If any clause or provision herein contained shall be adjudged invalid, the same shall not affect the validity of any other clause or provision of this Agreement, or constitute any other cause of action in favour of either party against the other.
- 6.8. The parties agree to do, sign and execute all acts, deeds, documents and corporate proceedings necessary or desirable to give full force and effect to this Offer.
- 6.9. This Offer shall be governed by and interpreted in accordance with the laws of the Province of Quebec, Canada.
- 6.10. The parties acknowledge that they have required and consented that this Agreement and all related documents be prepared in English. Les parties reconnaissent avoir exigé que la présente convention et tous les documents connexes soient rédigés en anglais.
- 6.11. This Agreement shall constitute a contract legally binding the parties hereto.
- 6.12. Neither party shall be liable for any consequential, indirect or special damages under this Agreement and the VENDOR's total liability under this Agreement for direct damages, cumulative in the aggregate shall never exceed the PURCHASE PRICE.

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Vendor	Purchaser
	

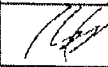
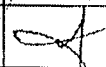
And after due reading hereof, the parties hereto have caused this Agreement to be executed in triplicate by their respective duly authorized representatives as of the day and the year first written above.

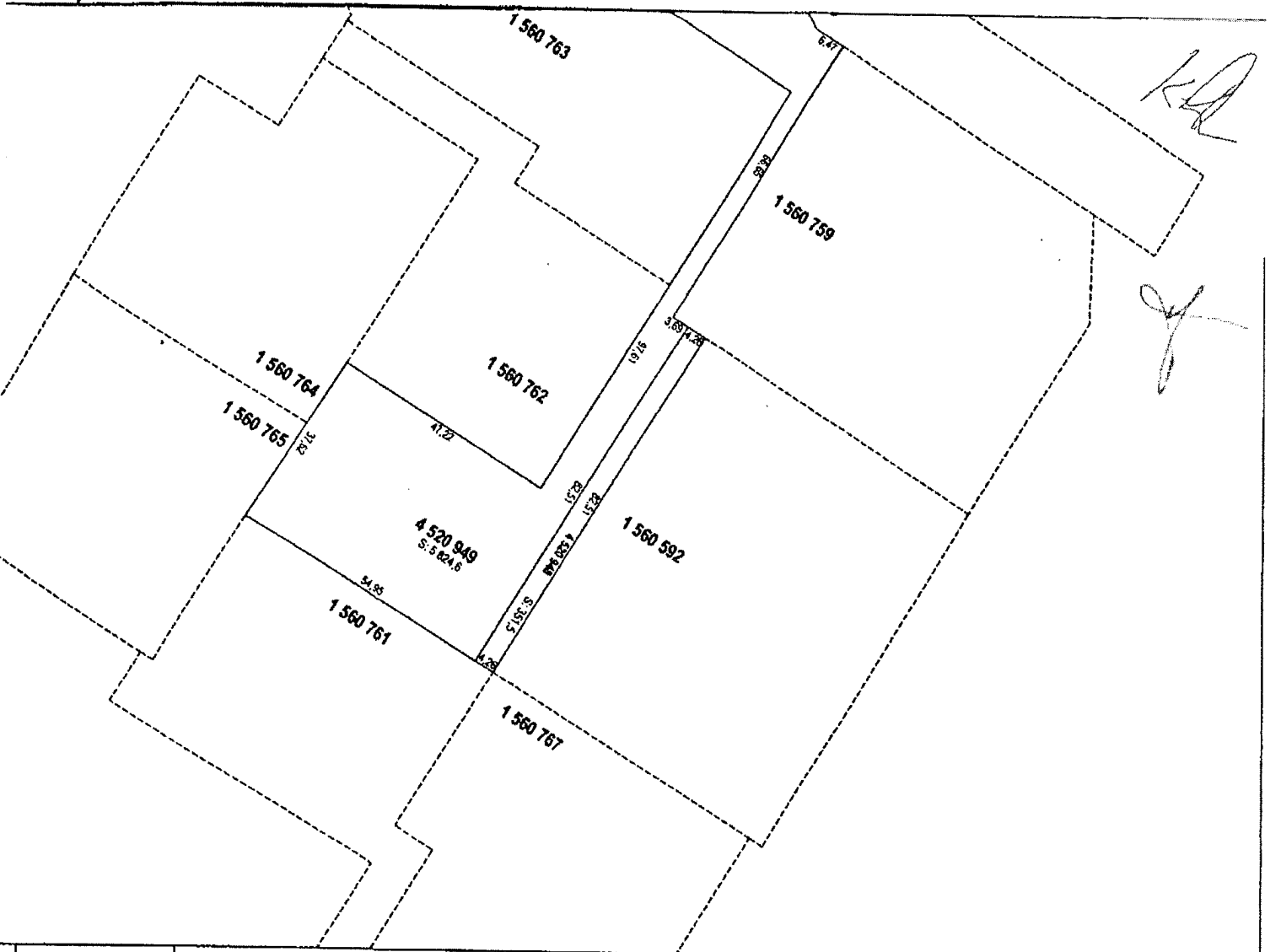


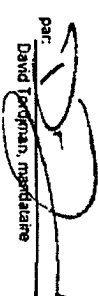
VENDOR
City of Cote Saint Luc



PURCHASER
4453176 CANADA INC

Initials	
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Propriétaire(s)	Signataire(s)
CITÉ DE CÔTE SAINT-LUC	CITÉ DE CÔTE SAINT-LUC
	par:  David Tordjman, mandataire

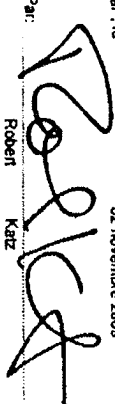
Un document joint complète ce plan cadastral.
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**PLAN CADASTRAL PARCELLAIRE
 CADASTRE DU QUÉBEC**

Circumscription Foncière: MONTREAL
 Municipalité (s): Côte Saint-Luc (Ville)

Fait conformément aux dispositions de l'article (des articles) 3043, al.1 C.c.Q.

Préparé à Montréal, le 02 novembre 2008
 Par: 
 Robert Katz
 arpenteur-géomètre

MINUTE: 2876 Dossier AG:36468-13500-75

Ce plan cadastral est correct et conforme à la loi, le

Seul le ministre est autorisé à émettre des copies authentiques de ce document.
 Pour le ministre des Ressources naturelles

