

**MINUTES OF THE SPECIAL MEETING OF THE CITY COUNCIL HELD ON
WEDNESDAY, JUNE 29, 2011, AT 5801 CAVENDISH BOULEVARD,
CÔTE SAINT-LUC, AT 5:00 P.M.**

PRESENT:

Mayor Anthony Housefather, B.C.L., L.L.B, M.B.A. presiding
Councillor Dida Berku, B.C.L.
Councillor Mitchell Brownstein, B. Comm., B.C.L., L.L.B.
Councillor Steven Erdelyi, B.Sc., B.Ed.
Councillor Ruth Kovac, B.A.
Councillor Allan J. Levine, B.Sc., M.A., DPLI

ALSO PRESENT:

M^e Jonathan Shecter, City Clerk, acted as Secretary of the meeting

QUESTION PERIOD

Having no residents present there were no questions asked.

110654

**PARKS AND RECREATION – AWARDING OF CONTRACT FOR ACC FITNESS
EQUIPMENT**

It was

MOVED BY COUNCILLOR MITCHELL BROWNSTEIN
SECONDED BY COUNCILLOR RUTH KOVAC

AND RESOLVED:

"THAT the Côte Saint-Luc City Council approves and awards the contract for the purchase by the City of fitness equipment (C-20-11) from Kinequip in respect of the Life Fitness brand of cardio and strength equipment in accordance with the tender terms (C-20-11) as modified by the parties' negotiated agreement (**Annex E**), to include:

- (1) The original discounted package bid (in Box A of the Bid Sheet; **Annex D**) of **\$53,695.00** before freight, installation, PMP and applicable taxes;
- (2) Reduced freight and installation charges of **\$1,241.41** before taxes;
- (3) (a) a Preventive Maintenance Plan ("PMP") that is **free-of-charge** for Year 1 comprising one visit from a Kinequip technician (around Month 10), and
(b) a PMP for a guaranteed price of **\$650.00** plus taxes in Year 2, comprising three visits from a Kinequip technician;
- (4) guaranteed part replacement (for parts off-warranty) for a total of **\$55,586.41** (excluding off-warranty parts; including negotiated freights, installation and PMP for Years 1 and 2), plus applicable taxes.

THAT Treasurer's Certificate number TC11-0112, dated June 21, 2011 has been issued attesting to the availability of funds to cover the described expenses."
CARRIED UNANIMOUSLY

110655

**ACC CAFÉ COMMITTEE/LEGAL – ACCEPTANCE OF OFFER TO LEASE FOR
THE ACC CAFÉ AND CANTEEN**

It was

MOVED BY COUNCILLOR RUTH KOVAC
SECONDED BY COUNCILLOR MITCHELL BROWNSTEIN

AND RESOLVED:

"THAT the Côte Saint-Luc City Council accept the Offer to Lease made by Marco Trinchini, Vincent Cristiano, Steve Ciaravella and Paolo Schembre on behalf of a company to be formed ("Tenant") in respect of the Café premises and the outdoor canteen premises located in the City's Aquatic and Community Centre (ACC) on such terms contained in the attached Offer to Lease annexed herewith as Annex A or as negotiated by the City's Associate General Counsel on terms she deems advisable;

THAT the City's Associate General Counsel be and is hereby authorized to sign the Offer to Lease on behalf of the City;

THAT the City's Associate General Counsel be and is hereby authorized to negotiate a lease agreement with the Tenant based on the terms contained in the Offer to Lease and such other terms deemed customary or advisable by the Associate General Counsel."

CARRIED UNANIMOUSLY

110656

APPROVAL OF THE ADJOURNMENT OF THE MEETING

It was

MOVED BY COUNCILLOR RUTH KOVAC
SECONDED BY COUNCILLOR ALLAN J. LEVINE

AND RESOLVED:

"THAT Council hereby authorizes the Mayor to declare the Meeting adjourned."

CARRIED UNANIMOUSLY

**AT 5:20 P.M. MAYOR HOUSEFATHER DECLARED THE MEETING
ADJOURNED.**

ANTHONY HOUSEFATHER
MAYOR

JONATHAN SHECTER
CITY CLERK

OFFER TO LEASE BETWEEN MARCO TRINCHINI, VINCENT CRISTIANO, STEVE CIARAVELLA AND PAOLO SCHEMBRE, ALL OF FOUR ACTING FOR A COMPANY TO BE FORMED AND NOT PERSONNALLY, AND CITY OF CÔTE SAINT-LUC, EXECUTED IN CÔTE SAINT-LUC TO TAKE EFFECT ON JUNE 28, 2011

APPEARED:

Marco TRINCHINI, domiciled and residing at 24 Catherine, DDO, Quebec, H9G 1J5

And

Vincent CRISTIANO, domiciled and residing at 6555 Pierre Mignan, Montreal, Quebec, H1M 1A5

And

Steve CIARAVELLA, domiciled and residing at 6700 Daveluy, Montreal, Quebec, H1T 3X4

And

Paolo SCHEMBRE, domiciled and residing at 5091JB Martineau, Montreal, Quebec, H1R 0A1

ALL ACTING ON BEHALF OF A COMPANY TO BE FORMED AND NOT PERSONNALLY

Hereinafter called: the "**Tenant**";

AND

CITY OF CÔTE SAINT-LUC, a legal entity legally constituted, having its head office at 5801, Cavendish Blvd, Côte Saint-Luc, Quebec, Canada H4W 3C3, herein acting and represented by duly authorized pursuant to the resolution of the City Council attached hereto;

Hereinafter called: the "**Landlord**";

WHICH THE TENANT HEREBY MAKES THE FOLLOWING OFFER TO LEASE TO THE LANDLORD:

1. LEASED PREMISES

The Leased Premises shall be those comprising approximately of:

- (a) one thousand one hundred forty-one square feet (1141 sq.ft.) identified «CAFE» (the «**Cafe Premises**»).

For clarity, the Cafe Premises shall not consist of the area outside and adjacent to the CAFE within the atrium of the Property that is designated as an eating area for users of the Property ("**Cafe Eating Area**") as this is a shared space for the patrons of the Cafe Premises as well as the non-patrons of the Cafe Premises who are both users of the Property. The Tenant may not restrict non-patrons of the Cafe Premises from using or eating in the Cafe Eating Area.

- (b) the comprising approximately three hundred square feet (300 sq.ft.) (to be

confirmed by the Landlord) identified «CANTEEN» (the «**Canteen Premises**»).

For clarity, the Canteen Premises shall not consist of the outdoor area outside the canteen bar that is designated as an eating area for the outdoor pool (“**Canteen Eating Area**”) as this is a shared space for the patrons of the Canteen Premises as well as the non-patrons of the Canteen Premises who are both users of the outdoor pool. The Tenant may not restrict non-patrons of the Canteen Premises from using or eating in the Canteen Eating Area. Furthermore, the actual possession of the Canteen Premises by the Tenant shall be subject to the rights of the current Canteen Premises lessee which shall terminate in or around September 2011.

all those premises being located on the ground floor of the Côte Saint-Luc Aquatic and Community Centre bearing the civic address 5794 Parkhaven Street, City of Côte Saint-Luc, Quebec, Canada, H4W 1Y1 (the «**Property**») and shown on the attached plan prepared by Evelyne Pellerin, architect, dated March 16, 2011 and bearing number A-961 (the Cafe Premises, the Canteen Premises are hereinafter collectively referred to as the «**Leased Premises**»).

The Tenant will be given non-exclusive access to the public corridor(s) located between the Cafe Premises and the Canteen Premises so that the Tenant can travel between them.

2. **USE AND BEST EFFORTS**

The Tenant shall use the Leased Premises solely as follows:

- (a) The Cafe Premises: for the operation of a cafe, and for food delivery and take-out, at which the Tenant shall sell, but not be limited to, sandwiches, pizza, sausages, soft ice cream, gelato. The Tenant acknowledges that the Cafe Premises is not equipped, nor is it intended to be equipped, with a grill or french frying equipment or an oven or stove for cooking or the HVAC needed for same.
- (b) The Canteen Premises: for the operation of a snack bar, for food delivery and take-out at which the Tenant shall sell, but not be limited to, sandwiches, pizzas, hamburgers, hotdogs, french fries, sausages, soft ice cream, gelato. The Tenant shall also do barbecues for special events.

The Tenant shall use a portion of the Canteen Premises for storage purposes.

The Tenant shall be prohibited from offering alcoholic beverages from the Leased Premises. The Tenant shall make reasonable commercial efforts to ensure that any products containing nuts are clearly labeled as containing nuts and are not stored in such a way to contaminate other foods.

Throughout the Term, the Tenant shall both (i) occupy the Leased Premises continuously, and (ii) operate a food service business (and only a food service business) continuously from the Leased Premises. The Tenant shall use its best efforts to market, promote and advertise its food service business. At the commencement of the Lease and at least 90 days before the end of each year of the Term, the Tenant shall provide the Landlord with a marketing plan showing how the Tenant intends to market, promote and advertise its food service business within the first year and for

each next year of the Term.

3. DURATION

The Lease shall be for a period of ten (10) years commencing on September 5th, 2011 (the «**Commencement Date**») and ending on September 4th, 2021 (this period being the Initial Term, and any Renewal Term as defined in Article 5 below are hereinafter collectively referred to as the «**Term**»).

4. EARLY POSSESSION

Notwithstanding the Commencement Date and provided a Lease Agreement is entered into, the Tenant shall be entitled, at no cost, to take possession of the Leased Premises when the Landlord reasonably deems the Leased Premises are safely ready for occupation and Tenant's presence will not hinder any work being performed in the Property to be confirmed by the Landlord and subject to the prior written approval by the Landlord (the «**Possession Date**») for site visit(s) to take measurements, develop plans and designs for the Tenant's Work (Article 9) and with the prior written consent of the Landlord, to commence the Tenant's Work (as defined in Article 9 below) and its setting up. Before the Possession Date, the Tenant must arrange the site visit(s) required with the Landlord's contractor, Pomerleau Inc.

The Landlord acknowledges that the opening for business in the Leased Premises is planned, without any obligation from the Tenant, for August 28, 2011, but no later than September 5th, 2011 without the Landlord's prior written consent.

For the period between the Possession Date and the Commencement Date, the Lease shall also govern the relationship between the Landlord and the Tenant.

5. OPTIONS TO EXTEND

Provided the parties mutually agree to extend the Lease in writing, the Tenant shall have two (2) options to extend the Lease for a period of five (5) years each commencing the day following the expiration of the Term (the «**Renewal Term(s)**») to extend the initial Term of the Lease, upon the same terms and conditions except that Rent increases shall be negotiated in good faith to include a Base Rent increase applicable to each Renewal Term of at least the greater of the market value at the time of the negotiations and \$3,000 dollars per year over the Rent applicable in the Initial Term or the first Renewal Term (as the case may be), plus a reasonable annual percentage rent applicable to each Renewal Term of at least 5% of the Tenant's aggregate gross monthly revenues from all sources over \$40,000/month. In the event of any such extension, the parties shall promptly, and no later than 60 days before the end of the then applicable Initial Term or first Renewal Term (as the case may be), sign a Renewal Amendment for the next applicable Renewal Term.

6. RENT

The Tenant shall pay the Landlord the following monthly gross rent («**Base Rent**») during the Initial Term:

- a) 0- 6 months: \$0
- b) 7-12 months: \$500/month (equivalent to \$6,000/year, prorated to 6 months)
- c) 13-18 months: \$1,000/month (equivalent to \$12,000/year, prorated to 6 months)
- d) 19th month to the end of the Initial Term: \$1500/month (equivalent to \$18,000/year)
- e) first Renewal Term: Base Rent increase plus percentage rent as indicated in Article 5
- f) second Renewal Term: Base Rent increase plus percentage rent as indicated in Article 5.

Within 10 days of their issuance in each year of the Term, the Tenant shall provide its (audited) financial statements to the Landlord declaring its accurate revenues from all sources.

The Base Rent, the annual percentage rent (when it commences) and the additional rent shall all comprise the "**Rent**".

Goods and Services Tax (GST) and Quebec Sales Tax (QST) and/or other applicable taxes (collectively, "**Taxes**") are payable by the Tenant in addition to the Rent. The Rent, plus Taxes, shall be paid monthly by the Tenant by equal and consecutive instalments the first day of each month of the Term.

With signing, and at the beginning of each subsequent year of the Term, the Tenant shall provide the Landlord with 12 post-dated cheques for the monthly instalment of the Rent and Taxes.

With signing, the Tenant shall deliver to the Landlord a security deposit equal to \$3,000 plus Taxes which will serve to secure the Tenant's obligations hereunder as well as the payment of any damages caused to the Leased Premises by the Tenant or while it was under the Tenant's control provided however the security deposit shall be increased to two months of Base Rent at any time when two months of base rent exceeds \$3,000. In the event the Landlord needs to use any part of the security deposit Tenant will promptly replenish the security deposit to be the greater of \$3,000 or two months Base Rent.

The Tenant shall declare its fiscal year-end to the Landlord in the Lease.

7. SNOW REMOVAL

The Tenant shall do, at its cost, the snow removal on the piece of land located between the Cafe Premises and the Canteen Premises. All other snow removal shall be done by the Landlord at its cost.

8. LANDLORD'S WORK

The Tenant accepts the Canteen Premises as-is, having examined the same and hereby declaring that it is satisfied therewith, it being understood that the Landlord shall deliver the Canteen Premises with only Landlord-owned Property therein consisting of grill vent and stainless steel countertop (the exact Landlord-owned Property to be confirmed by the Landlord prior to the Commencement Date).

As to the Cafe Premises, the Landlord shall do and/or install, at its cost, the following work so that it will provide to the Tenant, no earlier than the Possession Date and no later than the Commencement Date, the Cafe Premises consisting of the finished vanilla envelope according to the Landlord's construction plans, being: the finished ceiling, walls, divisions, ceramic floors, doors, (and subject to confirmation by the Landlord: mechanical, plumbing, sprinklers, water conduct, air conditioning units, heating, ventilation and air conditioning system, electrical system (100 amps) and structural elements, wiring, ceiling lights), all in a good state of repair and in good working order. The Tenant shall have 2 days from the Possession Date to inspect the Cafe Premises and provide the Landlord with a written list of reasonable deficiencies (exclusive of the Landlord's design choices), failing which the Cafe Premises will be deemed to have been accepted as-is.

The Landlord shall also furnish to the Tenant cafe tables and chairs, either within the Cafe Premises (if desired by the Tenant) or the Cafe Eating Area, the look, colour, location and number of such tables and chairs to be in the discretion of the Landlord.

9. TENANT'S WORK

The Tenant shall perform, at its cost, and subject to the reasonable prior written approval of the Landlord, the following work in order to set up the Cafe Premises:

- a) painting (paint colour to coordinate with the ceramic floor tiles and the overall design and colour palette of the Property);
- b) installation of a sink;
- c) installation of a dishwasher;
- d) install equipment (i.e. display fridge, microwaves, toasters, sandwich presser, coffee machines, cappuccino machine, (smoothie) blender, warming soup terrine, gelato/ice-cream freezer and dispensers, etc.)
- e) Subject to feasibility, all necessary work to provide an access from the Cafe Premises to the Canteen Premises and *vice versa* through one of the existing janitorial closets and to relocate such janitorial closet with any existing equipment and fixtures to a location approved by the Landlord;
- f) conversion of an existing window in the Cafe Premises to a take-out window, while preserving the integrity of the Property so as to eliminate or at least restrict (if elimination is impossible) the entry of humidity and precipitation – this work shall be performed by Pomerleau Inc.;
- g) the design, creation and production of permitted signs for the front pylon of the Property and in the back where the Landlord permits around the terrace area and on the exterior wall of the Café Premises (on the interior of the Property). The Tenant's signs should be compatible in look-and-feel to the Landlord's signs. The Landlord's sign designer is Belanger Branding. At the Landlord's option the Landlord or the Tenant will install the approved signs at the Tenant's cost.
- h) awnings with the Tenant's logo for the Canteen Premises and takeout window of the Canteen Premises, the outdoor terrace (if permitted by the Landlord) and the takeout window in the Cafe Premises. At the Landlord's option, the Landlord or the Tenant shall install the awnings at the Tenant's cost.
- i) (If not provided by the Landlord) and if permitted by the Landlord, cafe furniture (tables and chairs) for the terrace which matches the Landlord's indoor cafe furniture – this shall be done as a proposal to the Landlord and is not an obligation on the part of the Tenant to provide such patio furniture, but merely an option; and

j) relocation of the outdoor chain link fence that divides the outdoor pool area from the terrace to a new angle or location permitted by the Landlord in order to maximize the flow of traffic to the Cafe Premises take-out window and terrace so these areas can be serviced by the Tenant. At the Landlord's option this will be done either by the Landlord or the Tenant at the Tenant's cost.

k) increase or change to any of the existing electrical load to accommodate the Tenant's needs or relocation of existing electrical outlets, water supply or the like.

All Tenant signage shall be bilingual (English/French).

(Hereinafter collectively referred to as the «**Tenant's Work**»)

Prior to undertaking any of the Tenant's Work indicated in Article 9, the Tenant will submit a plan for the Landlord's reasonable approval. Pomerleau shall be engaged by the Tenant to carry out the conversion of a café window in the Café Premises to a take-out window (Pomerleau will have to put up a performance bond and provide the indemnifications to the Landlord as the Landlord may reasonably require). Subject to the Landlord's reasonable approval, the Tenant shall be entitled to use its own contractor(s) for the remaining Tenant's Work provided the Tenant (a) satisfies the Landlord that such contractor(s) have the necessarily qualifications and licenses, (b) provides certificates of insurance for at least \$2,000,000 of all-risks generality liability and property insurance with 100% replacement value, naming the Landlord as additional insured, with a \$Nil deductible payable by the Landlord, and such insurance is maintained in good standing for the duration of the Tenant's Work. Such certificates of insurance shall be delivered to the Landlord prior to the commencement of the Tenant's Work; (c) where the Tenant, with the Landlord's prior written approval, is undertaking "construction" work, "infrastructure work", reconfiguration of plumbing, etc. (as opposed to merely painting the walls or installing finished millwork or dishwashing or refrigeration equipment), the Tenant or its contractor(s) shall deliver to the Landlord a performance bond for 100% of the Tenant's Work issued by a reputable bonding company; (d) full indemnification, without exclusions, is given in favour of the Landlord; and (e) The Tenant shall not permit any liens whatsoever to be registered against the Property and shall duly pay all employee's salaries, benefits, workmen's compensation, as well as contractor and consultant fees and, if necessary, sub-contractor fees, promptly in full when due.

The Tenant shall also equip the Leased Premises with all of the customary articles required for the good operation of a food service business such as cutlery, dishware, cups, stemware, paper goods, etc. The Tenant shall not use Styrofoam products where an environmentally-conscious alternative exists.

10. **PROPERTY OPERATION AND REPAIR**

(a) By Landlord: The Landlord shall operate, maintain and repair the Property (save and except for the Leased Premises) and replace, if required, any of its components or equipment including, among others, the heating, ventilation and air conditioning system and any other facility not within or exclusively servicing the Leased Premises, to the extent required to keep the Property, equipment and facilities in a state of good repair and maintenance in accordance with the Landlord's reasonable ownership and budgetary principles.

The Landlord shall promptly do the snow removal of the parking lots of the Property, and garbage and recycling pick-up in accordance with the Landlord's reasonable judgment or by-laws.

Except for the following, the Tenant shall be responsible to pay as additional rent, its pro-rata share, based on the square footage of the Leased Premises relative to the entire square footage of the surface area of the Property, of all operating, maintenance and repair expenses in connection with the Property. Exceptions are for the following, which shall be done at the Landlord's cost:

- i) Capital expenditures relating to the Property;
- ii) Pick-up of garbage, recycling and snow removal, subject to Article 7;
- iii) Repairs to the pools or the systems supporting the pools in or on the Property; and
- iv) Salaries of the Landlord's employees.

(b) By Tenant: The Tenant will maintain the Leased Premises in a good state of cleanliness and repair as would a diligent owner. Subject to the reasonable prior approval of the Landlord, Landlord will at the Tenant's cost (charged to the Tenant as additional rent) carry out the maintenance, repairs and replacements in connection with the Leased Premises and the systems serving them, that the Landlord acting reasonably deems appropriate.

The Tenant is responsible to maintain an inviting and clean Leased Premises and offer quality food at appropriate price-points to maximize customer traffic to the Leased Premises. To this end, the Tenant shall be responsible to clean and maintain the tables, chairs and floors within the Café Premises as well as within the Café Eating Area. The Tenant is responsible to clean and maintain the tables, chairs, picnic tables and benches, and affixed BBQ in Canteen Eating Area. The Tenant shall also remove garbage, debris and detritus and clean up spilled foods and beverages and paper wrappings in the Leased Premises as well as in the Cafe Eating Area, the Canteen Eating Area and the terrace (except when there is a catered event at the terrace).

Nothing herein shall transfer any right of ownership or otherwise to the Tenant in respect of the Property including the Leased Premises. The Tenant's rights are strictly as expressly granted hereunder.

11. ZONING AND BY-LAWS ETC.

The Landlord confirms that the Tenant's intended uses of the Leased Premises set out in above Article 2 are permitted by the zoning by-laws and that Tenant's occupation of the Leased Premises is permitted by the city's by-laws.

The Landlord confirms that it owns the Property and has valid titles on same and that no servitude or restriction whatesover affects Tenant's intended uses of the Leased Premises.

The Tenant confirms that the intended uses and occupation of the Leased Premises will, throughout the Term, comply with the Tenant's by-laws as well as with all laws, by-

laws and regulations of every relevant governmental authority whatsoever, including, without limitation, all health, safety, sanitation and food by-laws and regulations relating to the operation of a food service business and the sale of food and beverage products to the public. Furthermore, the Tenant will have and continue to have all of the necessary operating permits.

12. ASSIGNMENT AND SUBLEASE

The Tenant shall not have the right to assign the Offer to Lease or Lease and to sublease or hypothecate or otherwise encumber, in whole or in part, the Leased Premises with the Landlord's prior written consent which may be withheld for any or no reason. The Tenant shall not have the right to sell the assets or shares of the Tenant outside of the ordinary course of business without the Landlord's prior written consent. The Tenant shall not change its control without the prior written consent of the Landlord.

13. LEASEHOLD IMPROVEMENTS

Upon the expiration of the Term, the Tenant shall peaceably surrender and yield the Leased Premises to the Landlord with all the Tenant's Work, modifications, improvements and alterations (the «**Work**») which at any time were made during the Term, in good repair and condition, normal wear and tear excepted, without compensation paid by the Landlord to the Tenant, only if same are attached and fixed to the Leased Premises and cannot be removed without damaging the Leased Premises. Otherwise, the Tenant may remove and keep the Work and any equipment and furniture belonging to the Tenant and installed and/or placed in the Leased Premises provided that the Tenant promptly and fully repairs, at the Tenant's cost, all of the damages caused by such removal. Damages found in the area where such Work was installed and/or placed shall be presumed to have been caused by such removal.

14. EXCLUSIVITY

Provided the Tenant is not in default hereunder, the Landlord gives the Tenant the exclusivity for the operation of a cafe in the Cafe Premises and the operation of a snack bar in the Canteen Premises.

The Tenant intends to make a vending machine proposal, requesting exclusivity, to the Landlord in connection with the Property. If, before the Tenant delivers the Landlord a vending machine proposal, the Landlord wishes to grant rights to third parties to install one more vending machines on or in the Property, the Landlord will give the Tenant a right of first refusal to negotiate a mutually satisfactory written lease for same within the next 10 days to cover the number and location of such vending machines and their products and applicable rent. Failing the entering into of a lease agreement, the Landlord shall be entitled to deal with other third parties.

The Tenant acknowledges that the public who are visitors, guests or members of the Property as well as employees of the Landlord may bring their own food and beverages and therefore eat and drink in the Cafe Eating Area, the Canteen Eating Area and on the terrace.

Furthermore, the Property, other than the Leased Premises, is available for use and rental by the public as indicated above as well as the employees of the Landlord and the Tenant may not restrict the Landlord's right of use or rental or the Landlord's right to grant use or rental, including the right of Landlord or its users or other lessees from hiring a third party caterer or selling food and drinks at their events and the Tenant shall have no claim to any of the revenues arising in connection with same. The Landlord, however, undertakes to have the Tenant listed among its preferred caterers for the Property.

15. **PARKING**

The Tenant shall have a reserved parking space, at no additional cost, on the parking lot of the Property,,location to be confirmed by the Landlord.

16. **BUSINESS HOURS**

The Tenant shall, throughout the Term, conduct the business set out in above Article 2, in the Leased Premises from 7 a.m. to 6 p.m. from September to May and from 7 a.m. to 9 p.m. from June to August, 7 days per week, 365 days per year, as its minimum operating hours. The Tenant's maximum operating hours shall coincide with the operating hours of the Landlord for the Property.

The Tenant shall always have either one of Marco Trinchini, Vincent Cristiano, Steve Ciaravella or Paolo Schembre present on the Leased Premises during above business hours. The Tenant shall use reasonable commercial efforts to ensure any of its employees working at the Property are able to communicate with customers in both English and French.

17. **LEASE**

In this Offer to Lease, except if otherwise specified, the term «Lease» shall mean an agreement to lease to be signed by the parties hereto in conformity with this Article and shall also mean this Offer to Lease for all the period of time that precedes the execution of the Lease and for registration purposes (the Lease is hereinabove and hereinafter referred to as the «**Lease**»).

Following the acceptance by the Landlord of this Offer to Lease, the Landlord shall prepare a draft of the Lease containing all terms and conditions of this Offer to Lease signed by the parties hereto and every schedule attached thereto as well as such customary terms and conditions usual to leases.

18. **CONDITIONS**

This Offer to Lease is conditional upon the following:

a) acceptance of the Offer to Lease by the Landlord at its next available meeting following the full negotiation of these terms, and agreement therewith by Council and

the City's Associate General Counsel;
The Lease based on the fully negotiated terms must be agreed to by Council and adopted at a public meeting of Council.

19. **NOTICE**

Any notice and demand to be given by either party hereto to the other shall be in writing and delivered by hand or by courier to the address of such party as set out in the appearance of this Offer to Lease or at the relevant email address. Should the notice or demand be given to the Landlord, it must be to the attention of the City's Associate General Counsel, at the following email address as applicable: cbell@cotesaintluc.org. Should the notice or demand be given to the Tenant, it must be to the attention of Marco Trinchini, at the following email address as applicable: marco_trinchini@sympatico.ca. Either party may change its notice recipient and email address by written notice to the other party.

20. **GUARANTEE**

Each of the four representatives of the Tenant signing this Offer to Lease shall sign a solidary personal guarantee in favour of the Landlord each guaranteeing \$9,000 to secure the full and good performance of the Lease by the Tenant.

21. **GENERAL PROVISIONS**

- a. **Consents** - All consents and approvals of the Landlord shall be sought by the Tenant, and obtained from the Landlord, in writing in advance of the desired or intended action by the Tenant.
- b. **References** – The Tenant's 4 directors (as indicated above) shall provide bank and other references to the Landlord prior to the execution of the Lease.
- c. **Discount** – The Tenant shall factor in a discount for the Landlord on meals or catering provided to Council meetings, committee meetings and the like.
- d. **Modifications** - This Offer to Lease shall not be modified or amended unless pursuant to a written document signed by both the Landlord and the Tenant.
- e. **Validity** - The invalidity of any provision or obligation of this Offer to Lease shall not affect or invalidate the remainder thereof, which will continue to be applicable and enforceable.
- f. **Captions** - Captions appearing in this Offer to Lease have been inserted for reference only. Captions shall not be considered when interpreting this Offer to Lease.
- g. **Entire Agreement** - This agreement constitutes the entire agreement between the Landlord and the Tenant on the lease of the Leased Premises. There is no accessory declaration or agreement regarding the lease of the Leased Premises other than those expressly agreed hereto. This Offer to Lease may be signed in counterparts and delivered to the Landlord via email or facsimile. Each such counterpart in its delivered form shall be deemed an original and all

such counterparts taken together shall constitute one and the same Offer to Lease by the Tenants.

- h. **Governing law** - This Offer to Lease shall be interpreted and governed by the laws of the province of Québec.
- i. **Language** - The parties hereto acknowledge having required that this Offer to Lease be drawn up in English. *Les parties à la présente reconnaissent avoir requis que cette entente soit rédigée en anglais.*

Signed in Montreal this 28th day of June 2011

Marco Trinchini

Vincent Cristiano

Steve Ciaravella

Paolo Schembre

ALL OF FOUR ACTING ON BEHALF OF A COMPANY TO BE FORMED AND NOT PERSONNALLY

Signed in City of Côte Saint-Luc this day of June 2011

CITY OF CÔTE SAINT-LUC

Per: _____
Name :
Title :

Duly authorized pursuant to the resolution of the City Council