

**PROCÈS-VERBAL DE LA SÉANCE ORDINAIRE DU CONSEIL, TENUE LE
LUNDI 12 SEPTEMBRE 2011, AU 5801, BOULEVARD CAVENDISH, À
CÔTE SAINT-LUC, À 20 H**

PRÉSENTS :

Le Maire Anthony Housefather, B.C.L., L.L.B, M.B.A. qui présidait
La conseillère Dida Berku, B.C.L.
Le conseiller Mitchell Brownstein, B. Comm., B.C.L., L.L.B.
Le conseiller Mike Cohen, B.A.
Le conseiller Steven Erdelyi, B.Sc., B.Ed.
Le conseiller Sam Goldbloom, B.A.
La conseillère Ruth Kovac, B.A.
Le conseiller Allan J. Levine, B.Sc., M.A., DPLI
Le conseiller Glenn J. Nashen

AUSSI PRÉSENTS :

Mme Nadia Di Furia, Directrice générale adjointe et directrice des RH
Me Jonathan Shecter, greffier, agissant à titre de secrétaire de
réunion

PÉRIODE DE QUESTIONS

La période de questions a débuté à 20 h 05 pour se terminer à 20 h 25. Trois (3) personnes ont demandé la parole et ont été entendues.

1) Dr Bernard Tonchin

Le résidant se plaint que son bac de compost est brisé et il allègue qu'il était défectueux. Le conseiller Erdelyi lui répond que la Ville s'occupera de cette question.

2) Aubey Laufer

Le résidant s'informe du trajet d'autobus après la construction de la nouvelle rue The Avenue, et le maire Housefather dirige la question au directeur Senekal.

3) Irving Itman

Le résidant se plaint du fait que certains feux de circulation sur Wavell ne fonctionnent pas. Le maire Housefather lui répond que la Ville ne peut régler le problème tant qu'Hydro-Québec n'aura pas terminé les travaux prévus dans ce secteur.

Le résidant félicite ensuite le maire Housefather pour ses talents de visionnaire relativement à la construction du nouveau Centre communautaire et aquatique. Il félicite aussi les autres élus et les membres du personnel qui ont contribué à la réalisation des autres récents projets visionnaires à la Ville de Côte Saint-Luc.

110901

**APPROBATION DU PROCÈS-VERBAL DE LA SÉANCE ORDINAIRE DU
CONSEIL TENUE LE 8 AOÛT 2011**

Il fut

PROPOSÉ PAR LE CONSEILLER GLENN J. NASHEN
APPUYÉ PAR LA CONSEILLÈRE RUTH KOVAC

ET RÉSOLU :

« QUE le procès-verbal de la séance ordinaire du conseil en date du
8 août 2011 soit adopté, et qu'il l'est, par les présentes, dans la forme soumise. »
ADOPTÉE À L'UNANIMITÉ

110902

**APPROBATION DU PROCÈS-VERBAL DE LA SÉANCE SPÉCIALE DU
CONSEIL TENUE LE 15 AOÛT 2011**

Il fut

PROPOSÉ PAR LE CONSEILLER GLENN J. NASHEN
APPUYÉ PAR LA CONSEILLÈRE RUTH KOVAC

ET RÉSOLU :

« QUE le procès-verbal de la séance spéciale du conseil en date du
15 août 2011 soit adopté, et qu'il l'est, par les présentes, dans la forme soumise. »

ADOPTÉE À L'UNANIMITÉ

110903

**APPROBATION DU PROCÈS-VERBAL DE LA SÉANCE SPÉCIALE DU
CONSEIL TENUE LE 17 AOÛT 2011**

Il fut

PROPOSÉ PAR LE CONSEILLER GLENN J. NASHEN
APPUYÉ PAR LA CONSEILLÈRE RUTH KOVAC

ET RÉSOLU :

« QUE le procès-verbal de la séance spéciale du conseil en date du
17 août 2011 soit adopté, et qu'il l'est, par les présentes, dans la forme soumise. »
ADOPTÉE À L'UNANIMITÉ

110904

RAPPORTS MENSUELS POUR AOÛT 2011

Il fut

PROPOSÉ PAR LA CONSEILLÈRE RUTH KOVAC
APPUYÉ PAR LE CONSEILLER GLENN J. NASHEN

ET RÉSOLU :

« QUE les rapports mensuels des services pour août 2011 soient et sont, par les présentes, approuvés tels que soumis. »
ADOPTÉE À L'UNANIMITÉ

110905

**RESSOURCES HUMAINES – EMBAUCHE D'UNE DIRECTRICE ADJOINTE
DES RESSOURCES HUMAINES – POSTE CADRE**

Il fut

PROPOSÉ PAR LE CONSEILLER MITCHELL BROWNSTEIN
APPUYÉ PAR LA CONSEILLÈRE RUTH KOVAC

ET RÉSOLU :

« QUE le conseil de la Ville de Côte Saint-Luc approuve l'embauche de Véronique Hébert Jean-Mary comme directrice adjointe des Ressources humaines pour un contrat de dix-huit (18) mois, à compter du 29 août 2011;

QUE le certificat du trésorier numéro TC11-0160, en date du 23 août 2011, a été émis par le trésorier, attestant la disponibilité des fonds pour couvrir les dépenses décrites. »
ADOPTÉE À L'UNANIMITÉ

110906

**RESSOURCES HUMAINES – BIBLIOTHÈQUE PUBLIQUE ELEANOR LONDON
CÔTE SAINT-LUC – EMBAUCHE D'UN AIDE-BIBLIOTHÉCAIRE – POSTE
AUXILIAIRE, COL BLANC**

Ce point a été retiré de l'ordre du jour.

110907

**RESSOURCES HUMAINES – BIBLIOTHÈQUE PUBLIQUE ELEANOR LONDON
CÔTE SAINT-LUC – NOMINATION D'UNE AIDE-BIBLIOTHÉCAIRE – POSTE
PERMANENT, COL BLANC**

Il fut

PROPOSÉ PAR LE CONSEILLER SAM GOLDBLOOM
APPUYÉ PAR LA CONSEILLÈRE RUTH KOVAC

ET RÉSOLU :

« QUE le conseil de la Ville de Côte Saint-Luc nomme Priscilla Gauthier au poste d'aide-bibliothécaire (col blanc, permanent), à compter du 6 septembre 2011. »
ADOPTÉE À L'UNANIMITÉ

110908

**RESSOURCES HUMAINES – SERVICE DES TRAVAUX PUBLICS –
EMBAUCHE D'EMPLOYÉS COLS BLEUS AUXILIAIRES**

Il fut

PROPOSÉ PAR LE CONSEILLER STEVEN ERDELYI
APPUYÉ PAR LE CONSEILLER MITCHELL BROWNSTEIN

ET RÉSOLU :

QUE le conseil de la Ville de Côte Saint-Luc approuve l'embauche des employés cols bleus auxiliaires dont les noms figurent sur le document intitulé « Employés à temps partiel – cols bleus – Embauche », datée du 29 août 2011, et que les périodes d'emploi de ces employés soient tel qu'il est stipulé dans la convention collective;

QUE le certificat du trésorier numéro TC11-0161 a été émis par le trésorier adjoint le 29 août 2011, attestant la disponibilité des fonds pour couvrir les dépenses décrites. »

ADOPTÉE À L'UNANIMITÉ

LE CONSEILLER BROWNSTEIN S'EST ABSENTÉ DE LA RÉUNION.

110909

**RESSOURCES HUMAINES – SERVICE DES LOISIRS ET DES PARCS –
EMBAUCHE D'EMPLOYÉS COLS BLANCS AUXILIAIRES**

Il fut

PROPOSÉ PAR LA CONSEILLÈRE RUTH KOVAC
APPUYÉ PAR LE CONSEILLER ALLAN J. LEVINE

ET RÉSOLU :

« QUE le conseil de la Ville de Côte Saint-Luc approuve l'embauche des employés auxiliaires cols blancs dont les noms figurent sur le document intitulé : « Employés à temps partiel – cols blancs – embauche », daté du 7 septembre 2011, et que les périodes d'emploi de ces employés soient tel qu'il est stipulé dans la convention collective;

QUE le certificat du trésorier numéro TC11-0162 a été émis par le trésorier adjoint le 30 août 2011, attestant la disponibilité des fonds pour couvrir les dépenses décrites.»

ADOPTÉE À L'UNANIMITÉ

LE CONSEILLER BROWNSTEIN REVIENT DANS LA SALLE DU CONSEIL.

110910

**FINANCES – APPROBATION DES DÉBOURSÉS POUR LA PÉRIODE DU
1^{ER} AOÛT 2011 AU 31 AOÛT 2011**

Il fut

PROPOSÉ PAR LA CONSEILLÈRE DIDA BERKU
APPUYÉ PAR LE CONSEILLER ALLAN J. LEVINE

ET RÉSOLU :

« QUE le conseil de la Ville de Côte Saint-Luc approuve les déboursés pour la période du 1^{er} au 31 août 2011, pour un total de 5 217 339,38 \$ en fonds canadiens;

QUE le certificat du trésorier numéro TC11-0168 a été émis le 7 septembre 2011 par le trésorier adjoint, attestant la disponibilité des fonds pour couvrir les dépenses décrites. »

ADOPTÉE À L'UNANIMITÉ

110911

AVIS DE MOTION – RÈGLEMENT 2352 À ÊTRE INTITULÉ : « RÈGLEMENT POUR L'ADOPTION D'UN CODE D'ÉTHIQUE ET DE DÉONTOLOGIE POUR LES ÉLUS MUNICIPAUX DE LA VILLE DE CÔTE SAINT-LUC »

La conseillère Dida Berku a donné avis que le Règlement 2352 à être intitulé « Règlement pour l'adoption d'un code d'éthique et de déontologie pour les élus municipaux de la ville de Côte Saint-Luc » sera présenté à une réunion subséquente pour adoption.

110912

RÉSOLUTION POUR RENONCER À LA LECTURE DU RÈGLEMENT 2352 À ÊTRE INTITULÉ : « RÈGLEMENT POUR L'ADOPTION D'UN CODE D'ÉTHIQUE ET DE DÉONTOLOGIE POUR LES ÉLUS MUNICIPAUX DE LA VILLE DE CÔTE SAINT-LUC »

ATTENDU QUE le règlement susmentionné a été remis aux membres du conseil le lundi 12 septembre 2011;

ATTENDU QUE tous les membres du conseil présents déclarent avoir lu ledit règlement et qu'ils renoncent à sa lecture;

Il fut

PROPOSÉ PAR LA CONSEILLÈRE DIDA BERKU
APPUYÉ PAR LA CONSEILLÈRE RUTH KOVAC

ET RÉSOLU :

« QUE le conseil de la Ville de Côte Saint-Luc renonce unanimement à la lecture du Règlement 2352 à être intitulé : « Règlement pour l'adoption d'un code d'éthique et de déontologie pour les élus municipaux de la Ville de Côte Saint-Luc » quand il sera présenté pour adoption, le tout conformément aux dispositions de la loi. »

ADOPTÉE À L'UNANIMITÉ

110913

DÉPÔT DU RÈGLEMENT INTITULÉ : « RÈGLEMENT POUR L'ADOPTION D'UN CODE D'ÉTHIQUE ET DE DÉONTOLOGIE POUR LES ÉLUS MUNICIPAUX DE LA VILLE DE CÔTE SAINT-LUC »

La conseillère Dida Berku a déposé un exemplaire du projet de règlement intitulé : « Règlement pour l'adoption d'un code d'éthique et de déontologie pour les élus municipaux de la ville de Côte Saint-Luc » quand il sera présenté pour adoption, le tout conformément aux dispositions de la loi. »

110914

AFFAIRES JURIDIQUES – BAIL POUR LE CAFÉ ET LE CASSE-CROÛTE EXTÉRIEURS DU CCA

ATTENDU QU'une Offre de bail relativement au Café et au Casse-croûte du Centre communautaire et aquatique (ci-après appelés collectivement « les lieux ») a été dûment signée et adoptée par le Conseil le ou vers le 29 juin 2011;

Il fut

PROPOSÉ PAR LA CONSEILLÈRE RUTH KOVAC
APPUYÉ PAR LA CONSEILLÈRE DIDA BERKU

ET RÉSOLU :

« QUE le conseil de la Ville de Côte Saint-Luc (« Conseil ») approuve par les présentes un bail commercial de 10 ans (« Bail »), en date du 5 septembre 2011, comprenant les conditions d'affaires de l'Offre de location, et expirant le 4 septembre 2021 (« Période initiale »), relativement aux Lieux, entre la Ville de Côte Saint-Luc (« Locateur ») et 9222-4237 Quebec Inc. (« Locataire »), comprenant, sous certaines conditions, jusqu'à deux (2) renouvellements additionnels optionnels de cinq (5) ans (« Périodes de renouvellement »), et solidairement garanti par deux personnes clés, Marco Trinchini et Paolo Schembre, pour un montant égal à 6 mois de location de base (ces conditions étant définies dans le Bail), ladite garantie pour la période initiale totalisant 9 000 \$;

QUE le Bail est joint aux présentes à l'annexe A pour faire partie intégrante du procès-verbal;

QUE la conseillère générale adjointe ou la directrice générale soient l'une et l'autre autorisées par les présentes à signer le Bail susmentionné au nom de la Ville de Côte Saint-Luc. »

ADOPTÉE À L'UNANIMITÉ

110915

**AFFAIRES JURIDIQUES – LOCATION D'UNE BANDE DE TERRAIN LE LONG
PAR LES COURS MARC CHAGALL INC.**

Il fut

PROPOSÉ PAR LE CONSEILLER MIKE COHEN
APPUYÉ PAR LE CONSEILLER ALLAN J. LEVINE

ET RÉSOLU :

« QUE le conseil de la Ville de Côte Saint-Luc (« Conseil ») adopte par les présentes un bail (« Bail ») entre la Ville de Côte Saint-Luc (en tant que « Locateur ») et Les Cours Marc Chagall Inc. (en tant que « Locataire »), débutant le 1^{er} octobre 2011 et se terminant le 30 juin 2012 (à moins que les parties s'entendent sur d'autres dates) en échange de quoi la Ville recevra un loyer mensuel de 500 \$/mois, taxes en sus, et un dépôt en cas de dommages de 15 000 \$;

QUE le Bail soit joint à ce procès-verbal comme Annexe B pour en faire partie intégrante;

QUE la conseillère générale adjointe ou la directrice générale soient l'une et l'autre autorisées par les présentes à signer le Bail susmentionné au nom de la Ville de Côte Saint-Luc. »

ADOPTÉE PAR LA MAJORITÉ DES VOIX, LES CONSEILLERS STEVEN ERDELYI ET DIDA BERKU ENREGISTRANT LEUR DISSIDENCE

110916

**AMÉNAGEMENT URBAIN ET SERVICES JURIDIQUES – VENTE D'UNE
RUELLE À GABRIEL SCHOR ET ALESANDRA BECERESCU
(5728 WESTLUKE)**

ATTENDU QUE la Ville de Côte Saint-Luc (« Ville ») souhaite vendre une ruelle de 282 pieds carrés portant le numéro de cadastre 4 795 699 au cadastre du Québec, Division de Montréal (« Ruelle »), à Gabriel Schor et Alexandra Becerescu (« Acheteurs ») au prix de 34,84 \$/pi.ca., ou 9 824,88 \$ CDN, plus les taxes applicables;

ATTENDU QUE les Acheteurs sont propriétaires du lot adjacent situé à l'adresse 5728 Westluka dans la Ville de Côte Saint-Luc;

ATTENDU QUE les Acheteurs ont signé une Offre d'achat en vigueur le 18 octobre 2010 en relation avec cette ruelle, essentiellement selon les mêmes conditions que celles contenues dans le présent acte de vente;

Il fut

PROPOSÉ PAR LE CONSEILLER ALLAN J. LEVINE
APPUYÉ PAR LA CONSEILLÈRE RUTH KOVAC

ET RÉSOLU :

« QUE le conseil de la Ville de Côte Saint-Luc (« Conseil ») approuve et ratifie par les présentes l'entente d'Offre d'achat susmentionnée entre Gabriel Schor et Alexandra Becerescu et la Ville de Côte Saint-Luc prenant effet le 18 octobre 2010;

QUE le Conseil par les présentes approuve la vente de la Ruelle aux Acheteurs ainsi que l'entente concernant l'acte de vente pour un prix total de 9,824,88 \$ CDN, plus les taxes applicables;

QUE la conseillère générale adjointe de la Ville soit par les présentes autorisée, et qu'elle l'est, à signer l'Offre d'achat susmentionnée, annexée au procès-verbal comme Annexe C, et l'acte de vente au nom de la Ville devant la notaire Alana B. Greenberg, selon les conditions essentiellement similaires aux conditions contenues dans le projet d'acte de vente annexé au procès-verbal comme Annexe D. »

ADOPTÉE À L'UNANIMITÉ

110917

**AMÉNAGEMENT URBAIN ET SERVICES JURIDIQUES – VENTE D'UNE
RUELLE À JACK VINCELLI INC.**

Il fut

PROPOSÉ PAR LE CONSEILLER ALLAN J. LEVINE
APPUYÉ PAR LA CONSEILLÈRE RUTH KOVAC

ET RÉSOLU :

« QUE le conseil de la Ville de Côte Saint-Luc, par les présentes, approuve la vente d'une ruelle constituée de 711,5 pieds carrés, adjacente au 5838 de l'avenue Westminster à Côte Saint-Luc (« Ville »), portant le numéro de cadastre 4 396 791, à Jack Vincelli Inc. (« Acheteur »), pour un prix unitaire de 13 \$/pied carré, et un prix total de 9 249,50 \$, plus les taxes applicables, la vente étant conditionnelle à la réception de certaines renonciations de l'Acheteur, lesquelles ont été jugées nécessaires par la conseillère générale adjointe de la Ville;

QUE la conseillère générale adjointe soit autorisée par les présentes, et elle l'est, à signer au nom de la Ville un acte notarié à être préparé et enregistré par le notaire de l'Acheteur (aux frais de l'Acheteur) pour y donner pleinement effet, et ce, aux conditions qu'elle juge satisfaisantes. »

ADOPTÉE À L'UNANIMITÉ

110918

SERVICES JURIDIQUES (CCA) – ADOPTION D'UNE ENTENTE AVEC PRAXAIR DISTRIBUTION POUR LA FOURNITURE DE PRODUITS ET SERVICES DE CO 2 POUR PISCINE

Il fut

PROPOSÉ PAR LE CONSEILLER MITCHELL BROWNSTEIN
APPUYÉ PAR LA CONSEILLÈRE RUTH KOVAC

ET RÉSOLU :

« QUE le conseil de la Ville de Côte Saint-Luc (« Conseil ») approuve l'entente de fourniture de produits et services (« Entente ») pour CO 2 pour les piscines du CCA avec Praxair Distribution, une division de Praxair Canada Inc., pour une période de cinq (5) ans débutant le 15 août 2011 et se terminant le 14 août 2016 (« Période initiale »);

QUE la dépense associée à l'Entente à chaque année de la Période initiale variera selon les besoins et la consommation ainsi que les variations de prix/taxes/surcharges, jusqu'au plafond contractuel;

QUE l'Entente proposée est jointe aux présentes comme Annexe E pour faire partie intégrante du procès-verbal;

QUE la conseillère générale associée soit par les présentes, et elle l'est, autorisée à signer l'Entente au nom de la Ville;

QUE, à chaque année de la Période initiale, un certificat du trésorier (ou plus d'un, au besoin) sera émis attestant la disponibilité des fonds pour couvrir la dépense annuelle associée à cette Entente;

« QUE le certificat du trésorier numéro TC11-0171 émis le 8 septembre 2011 pour un montant maximum de 7 000 \$, plus les taxes applicables et les surcharges pour la consommation estimée au 31 décembre 2011, atteste la disponibilité des fonds pour couvrir les dépenses décrites ci-dessus. »

ADOPTÉE À L'UNANIMITÉ

110919

OCTROI D'UN CONTRAT POUR L'ACHAT DE TABLES ET DE CHAISES POUR LE CENTRE COMMUNAUTAIRE ET AQUATIQUE

ATTENDU QUE, en vertu de l'appel d'offres public C-34-11, la Ville de Côte Saint-Luc (« Ville ») a demandé des soumissions en vue de se procurer des tables et des chaises;

ATTENDU QUE l'appel d'offres C-34-11 a été fermé le 7 septembre 2011;

ATTENDU QUE 4 soumissionnaires ont présenté des soumissions, dont certaines avec plusieurs options;

Cime Environnements d'affaires (« Cime »)
Global Upholstery Co. (« Global »)
Solutions Zoom
Accent Québec

ATTENDU QUE seul Global a offert un modèle de chaise empilable conforme aux spécifications de la Ville et que seul Cime a offert un modèle de table pliante conforme aux spécifications de la Ville;

ATTENDU QU'il est avantageux, et permis selon les stipulations de l'appel d'offres de la Ville, d'acheter une partie seulement des articles spécifiés de chaque soumissionnaire, tel qu'il est précisé ci-après;

ATTENDU QUE les articles qu'il est proposé d'acquérir de chaque soumissionnaire sont conformes aux spécifications et correspondent aux prix les plus bas, et à condition que les critères suivants soient respectés :

- 1) Adéquation des tissus (couleur, motif, qualité), accord esthétique, finition, etc., et
- 2) Vérification du confort, dans le cas des chaises et autres sièges;

Il fut

PROPOSÉ PAR LA CONSEILLÈRE RUTH KOVAC
APPUYÉ PAR LE CONSEILLER MITCHELL BROWNSTEIN

ET RÉSOLU :

« QUE, conformément à l'appel d'offres C-34-11, le conseil de la Ville de Côte Saint-Luc, par la présente, approuve et octroie un contrat pour l'achat de 370 chaises sans appuie-bras (spécifications mentionnées sur le document de soumission) de Global pour un montant de 36 019,50 \$, incluant la livraison, plus les taxes applicables, et de 37 tables Mity-Lite de Cime pour un montant de 17 595 \$, incluant la livraison, plus les taxes applicables;

QUE le certificat du trésorier n° TC 11-0178 a été émis en date du 9 septembre 2011, pour un total of 53 614,50 \$, plus les taxes applicables, attestant la disponibilité des fonds pour les dépenses décrites. »
ADOPTÉE À L'UNANIMITÉ

110920

ACHATS – FIN DES ACHATS DE MEUBLES POUR LE CENTRE COMMUNAUTAIRE ET AQUATIQUE

ATTENDU QUE la Ville de Côte Saint-Luc (« la Ville ») doit se procurer les meubles essentiels (« Meubles ») pour son Centre communautaire et aquatique (« CCA ») et qu'elle entend appliquer cette dépense au règlement d'emprunt 2364;

ATTENDU QUE, dans le but d'acheter une partie de l'ameublement, le conseil de la Ville de Côte Saint-Luc (« Conseil ») a adopté la résolution 110836 lors de la séance ordinaire du 17 août 2011, pour un montant maximum de 80 000 \$, plus les taxes applicables, le tout conformément à l'appel d'offres C-29-11;

ATTENDU QUE, corrélativement à la résolution 110836, un certificat du trésorier a été émis attestant la disponibilité de 80 000 \$ (plus les taxes applicables) pour l'achat de Meubles;

ATTENDU QUE, pour des raisons pratiques, la Ville a déjà acheté certains meubles pour un montant de 44 718,05 \$ (plus les taxes applicables) en vertu de l'appel d'offres C-29-11 mais qu'elle doit en acheter pour un montant de

35 281,95 \$ (plus les taxes applicables) dont une partie est liée à l'appel d'offres C-29-11 et une partie sort du cadre d'application de l'appel d'offres en question conformément à la loi;

ATTENDU QUE le montant résiduel susmentionné de 35 281,95 \$, plus les taxes applicables, est encore disponible pour l'achat des Meubles tel que prévu au Règlement 2364, et attesté par le certificat du trésorier 11-0158;

ATTENDU QU'il est dans le meilleur intérêt de la Ville de compléter les achats de meubles essentiels pour le CCA;

Il fut

PROPOSÉ PAR LA CONSEILLÈRE RUTH KOVAC
APPUYÉ PAR LA CONSEILLÈRE DIDA BERKU

ET RÉSOLU :

« QUE le préambule de la présente résolution en fasse partie intégrante comme s'il était ici au long reproduit;

QUE le conseil de la Ville de Côte Saint-Luc donne son autorisation pour l'achèvement des achats de meubles pour le CCA, jusqu'à concurrence du montant alloué et non dépensé de 35 281,95 \$, plus les taxes applicables, le tout conformément au certificat du trésorier 11-0158 émis le 17 août 2011;

QUE les Meubles à acheter, ainsi que les montants correspondants et les fournisseurs respectifs, sont décrits en détail à l'Annexe F de la résolution qui sera jointe au procès-verbal pour en faire partie intégrante comme si elle était ici au long reproduite;

QUE le certificat du trésorier numéro TC11-0158 a été émis par le trésorier adjoint en date du 17 août 2011, attestant de la disponibilité des fonds pour les dépenses décrites;

QUE les fonds pour l'achat de Meubles proviendront du Règlement d'emprunt 2364. »
ADOPTÉE À L'UNANIMITÉ

110921

**TRAVAUX PUBLICS – ACHAT D'UN CAMION ET BOÎTE DE SERVICE POUR
L'ATELIER DE MENUISERIE**

Il fut

PROPOSÉ PAR LE CONSEILLER STEVEN ERDELYI
APPUYÉ PAR LE CONSEILLER MITCHELL BROWNSTEIN

ET RÉSOLU :

« QUE le conseil de la Ville de Côte Saint-Luc (« Conseil ») approuve l'achat d'un camion six roues pour l'atelier de menuiserie, conformément à l'appel d'offres C-33-11, chez Excellence Peterbilt inc., pour la somme de 73 255,00 \$ (incluant les taxes pour les pneus de 18,00 \$), en plus des autres taxes applicables;

QUE le conseil approuve l'achat d'un article connexe pour ce camion, à savoir la boîte de service ayant fait l'objet de l'appel d'offres sur invitation

C-23-11, de Fourgons Leclair inc. pour la somme de 66 965,00 \$, plus les taxes applicables;

QUE la dépense totale pour ce projet, soit 140 220,00 \$ plus les taxes applicables, somme disponible en vertu du Règlement d'emprunt 2362, sera obtenue dudit règlement;

QUE le certificat du trésorier numéro TC11-0169 a été émis le 7 septembre 2011, attestant la disponibilité des fonds pour les dépenses décrites. »

ADOPTÉE À L'UNANIMITÉ

110922

AMÉNAGEMENT URBAIN – RESURFAÇAGE DE 3 RUES

Il fut

PROPOSÉ PAR LE CONSEILLER STEVEN ERDELYI
APPUYÉ PAR LE CONSEILLER MITCHELL BROWNSTEIN

ET RÉSOLU :

« QUE Le conseil de la Ville de Côte Saint-Luc, par la présente, approuve et octroie un contrat pour resurfaçage de rue conformément à l'appel d'offres C-30-11 à Construction DJL inc. (« DJL »), pour 3 rues, à savoir :

Sunnybrooke, entre Westover et chemin de la Côte Saint-Luc;
McAlear, entre Kildare et Mackle; et
Mapleridge (la rue en entier);

QUE ledit contrat est octroyé pour une somme maximale de 1 047,00 \$, incluant une réserve pour éventualités de 53 155 \$, le tout plus les taxes applicables;

QUE le certificat du trésorier numéro TC11-0167 a été émis par le trésorier adjoint le 6 septembre 2011, attestant la disponibilité des fonds pour couvrir les dépenses décrites pour les 3 rues mentionnées ci-dessus, ledits fonds provenant du Règlement d'emprunt 2357. »

ADOPTÉE À L'UNANIMITÉ

110923

INGÉNIERIE – GAINAGE DE CONDUITES D'AQUEDUC (SECTIONS DANS 8 RUES)

Il fut

PROPOSÉ PAR LE CONSEILLER STEVEN ERDELYI
APPUYÉ PAR LA CONSEILLÈRE RUTH KOVAC

ET RÉSOLU :

« QUE le conseil de la Ville de Côte Saint-Luc, par la présente, approuve et octroie un contrat pour le gainage de conduites d'aqueduc dans certaines sections sur huit (8) rues, conformément à l'appel d'offres C-31-11, à Aquapipe Sanexen, pour un montant n'excédant pas 1 245 590,00 \$, plus les taxes applicables;

QUE le certificat du trésorier numéro TC11-0166 a été émis par le trésorier adjoint le 6 septembre 2011, attestant la disponibilité des fonds pour couvrir les dépenses décrites, conformément au Règlement d'emprunt 2359. »
ADOPTÉE À L'UNANIMITÉ

110924

AMÉNAGEMENT URBAIN – PLAN D'IMPLANTATION ET D'INTÉGRATION ARCHITECTURALE (PIIA) – 7155 CÔTE SAINT-LUC – VILLE DE CÔTE SAINT-LUC

Il fut

PROPOSÉ PAR LA CONSEILLÈRE RUTH KOVAC
APPUYÉ PAR LE CONSEILLER ALLAN J. LEVINE

ET RÉSOLU :

« QUE le plan d'implantation et d'intégration architecturale reçu le 5 août 2011 montrant une nouvelle *enseigne lumineuse en lettres channel*, installée sur le mur pour 'Fleuriste Fleurissimo' au Centre commercial Côte Saint-Luc, sur le lot 1054268, au 7155 Côte Saint-Luc et préparé par Graffiti Cie, entrepreneur, pour la réunion du comité consultatif d'urbanisme du 12 septembre 2011, soit approuvé conformément aux dispositions du Chapitre 14 du règlement 2217 de la Ville de Côte Saint-Luc. »

ADOPTÉE À L'UNANIMITÉ

110925

AMÉNAGEMENT URBAIN – PLAN D'IMPLANTATION ET D'INTÉGRATION ARCHITECTURALE (PIIA) – 6577 MACKLE – VILLE DE CÔTE SAINT-LUC

Il fut

PROPOSÉ PAR LA CONSEILLÈRE RUTH KOVAC
APPUYÉ PAR LE CONSEILLER ALLAN J. LEVINE

ET RÉSOLU :

« QUE le plan d'implantation et d'intégration architecturale reçu le 8 avril 2011, montrant les modifications (démolition et reconstruction du balcon avant, déplacement de la porte de garage et remplacement de la garniture de fenêtre) pour une habitation unifamiliale détachée existante sur le lot 1561100 au 6577 Mackle, et préparé par Mme G. Geiger, architecte, pour la réunion du Comité consultatif d'urbanisme du 12 septembre 2011, soit approuvé conformément aux dispositions du chapitre 14 du Règlement 2217 de la Ville de Côte Saint-Luc.»

ADOPTÉE À L'UNANIMITÉ

110926

AMÉNAGEMENT URBAIN – 5598 CHAMBERLAND - REMPLACEMENT D'ARBRES

ATTENDU QUE le propriétaire du 5598 Chamberland (« la Propriété ») a demandé à abattre (« Abattre ») quatre (4) arbres situés dans la cour avant de la Propriété;

Il fut

PROPOSÉ PAR LE CONSEILLER SAM GOLDBLOOM
APPUYÉ PAR LA CONSEILLÈRE RUTH KOVAC

ET RÉSOLU :

« QUE le conseil, par la présente, exige que les quatre (4) arbres à abattre soient remplacés par quatre (4) arbres d'un diamètre de 2 pouces, le tout conformément aux dispositions de l'article 11-7-1 et suivants du Règlement de zonage n° 2217-28;

QU'au moins un (1) des quatre (4) arbres à planter le soit sur la Propriété. »
ADOPTÉE À L'UNANIMITÉ

110927

AMÉNAGEMENT URBAIN – 6057 KRIEGHOFF - REMPLACEMENT D'UN ARBRE

ATTENDU QUE le propriétaire du 6057 Krieghoff (« la Propriété ») a demandé à abattre (« Abattre ») un (1) arbre dans la cour avant de la Propriété, près de l'allée;

Il fut

PROPOSÉ PAR LE CONSEILLER SAM GOLDBLOOM
APPUYÉ PAR LA CONSEILLÈRE RUTH KOVAC

ET RÉSOLU :

« QUE le conseil, par la présente, exige que l'arbre (1) à abattre soit remplacé par un (1) arbre d'un diamètre de 2 pouces, le tout conformément aux dispositions de l'article 11-7-1 et suivants du Règlement de zonage n° 2217-28;

QUE l'arbre (1) à planter le soit sur la Propriété. »
ADOPTÉE À L'UNANIMITÉ

110928

AMÉNAGEMENT URBAIN – 5700 LOCKWOOD - REMPLACEMENT D'ARBRES

ATTENDU QUE le propriétaire du 5700 Lockwood (« la Propriété ») a demandé d'abattre (« Abattre ») deux (2) arbres situés dans la cour avant de la Propriété;

Il fut

PROPOSÉ PAR LE CONSEILLER SAM GOLDBLOOM
APPUYÉ PAR LA CONSEILLÈRE RUTH KOVAC

ET RÉSOLU :

« QUE le conseil, par la présente, exige que les deux (2) à abattre soient remplacés par deux (2) arbres d'un diamètre de 2 pouces, le tout conformément aux dispositions de l'article 11-7-1 et suivants du Règlement de zonage n° 2217-28;

QU'au moins un (1) des deux (2) arbres à planter le soit sur la Propriété. »
ADOPTÉE À L'UNANIMITÉ

110929

AMÉNAGEMENT URBAIN – 6577 MACKLE - REMPLACEMENT D'ARBRES

ATTENDU QUE le propriétaire du 6577 Mackle (« Propriété » a demandé d'abattre (« Abattre ») trois (3) arbres situés dans la cour avant de la Propriété;

Il fut

PROPOSÉ PAR LE CONSEILLER SAM GOLDBLOOM
APPUYÉ PAR LA CONSEILLÈRE RUTH KOVAC

ET RÉSOLU :

« QUE le Conseil, par la présente, exige que les trois (3) arbres à abattre soient remplacés par trois (3) arbres d'un diamètre de 2 pouces, le tout conformément aux dispositions de l'article 11-7-1 et suivants du Règlement de zonage n° 2217-28;

QU'au moins un (1) des trois (3) arbres à planter le soit sur la Propriété. »
ADOPTÉE À L'UNANIMITÉ

110930

ADOPTION DU DEUXIÈME PROJET DE RÈGLEMENT N° 2217-NN-P2 À ÊTRE INTITULÉ : « RÈGLEMENT POUR AMENDER LE RÈGLEMENT DE ZONAGE N° 2217 DE LA VILLE DE CÔTE SAINT-LUC AFIN D'AUGMENTER LE NOMBRE MINIMUM D'ESPACES DE STATIONNEMENT EXTÉRIEUR POUR VISITEURS POUR LES HABITATIONS MULTIFAMILIALES DES ZONES RM-43 ET RM-56 »

Il fut

PROPOSÉ PAR LA CONSEILLÈRE RUTH KOVAC
APPUYÉ PAR LE CONSEILLER ALLAN J. LEVINE

ET RÉSOLU :

« QUE, en conformité avec la « *Loi sur l'aménagement et l'urbanisme* », le conseil de la Ville de Côte Saint-Luc adopte, par les présentes, le second projet de règlement n° 2217-NN-P2 à être intitulé : « Règlement pour amender le règlement de zonage n° 2217 de la Ville de Côte Saint-Luc afin d'augmenter le nombre minimum d'espaces de stationnement extérieur pour visiteurs pour les habitations multifamiliales des zones RM-43 ET RM-56 »

ADOPTÉE À L'UNANIMITÉ

110931

ADOPTION DU DEUXIÈME PROJET DE RÈGLEMENT N° 2217-QQ-P2 À ÊTRE INTITULÉ : « RÈGLEMENT POUR AMENDER LE RÈGLEMENT DE ZONAGE N° 2217 DE LA VILLE DE CÔTE SAINT-LUC AFIN DE DIMINUER LA PENTE MAXIMUM DE L'ACCÈS VÉHICULAIRE DE 10 % À 8 % POUR LES HABITATIONS UNIFAMILIALES ET BIFAMILIALES (RU ET RB) »

Il fut

PROPOSÉ PAR LA CONSEILLÈRE RUTH KOVAC
APPUYÉ PAR LE CONSEILLER ALLAN J. LEVINE

ET RÉSOLU :

« QUE, en conformité avec la « *Loi sur l'aménagement et l'urbanisme* », le conseil de la Ville de Côte Saint-Luc adopte, par les présentes, le second projet de règlement n°2217-QQ-P2 à être intitulé : « Règlement pour amender le règlement de zonage n°2217 de la Ville de Côte Saint-Luc afin de diminuer la pente maximum de l'accès véhiculaire de 10 % à 8 % pour les habitations unifamiliales et bifamiliales (RU et RB). »
ADOPTÉE À L'UNANIMITÉ

110932

**NOMINATION DU CONSEILLER GLENN J. NASHEN COMME MAIRE
SUPPLÉANT DE LA VILLE DE CÔTE SAINT-LUC – 1^{ER} OCTOBRE 2011 AU
31 DÉCEMBRE 2011**

Il fut

PROPOSÉ PAR LA CONSEILLÈRE RUTH KOVAC
APPUYÉ PAR LE CONSEILLER SAM GOLDBLOOM

ET RÉSOLU :

« QUE le conseiller Glenn J. Nashen soit et est, par les présentes, nommé Maire suppléant pour la Ville de Côte Saint-Luc pour la période du 1^{er} octobre 2011 au 31 décembre 2011 inclusivement, et que ledit conseiller Nashen ait les pouvoirs d'exercer le rôle du maire lorsque le celui-ci est absent ou dans l'impossibilité d'exercer ses tâches d'office. »
ADOPTÉE À L'UNANIMITÉ

110933

**RÈGLEMENT INTITULÉ : « RÈGLEMENT ÉTABLISSANT LA GRILLE
TARIFAIRE DE LA BIBLIOTHÈQUE PUBLIQUE ELEANOR LONDON CÔTE
SAINT-LUC POUR LA PÉRIODE DE SEPTEMBRE 2011 À MARS 2012 » -
ADOPTION**

Il fut

PROPOSÉ PAR LE CONSEILLER SAM GOLDBLOOM
APPUYÉ PAR LA CONSEILLÈRE RUTH KOVAC

ET RÉSOLU :

« QUE le règlement intitulé : « Règlement établissant la grille tarifaire de la Bibliothèque publique Eleanor London Côte Saint-Luc pour la période de septembre 2011 à mars 2012 soit, et il est, par les présentes, adopté et numéroté 2371. »
ADOPTÉE À L'UNANIMITÉ

110934

**RÉSOLUTION POUR ÉTABLIR L'ORIENTATION DU CONSEIL DE LA VILLE
DE CÔTE SAINT-LUC SUR LES SUJETS DEVANT ÊTRE PRÉSENTÉS À LA
SÉANCE DU CONSEIL D'AGGLOMÉRATION URBAINE DE MONTRÉAL**

ATTENDU QU'en vertu de l'article 4 de la *Loi sur l'exercice de certaines compétences municipales dans certaines agglomérations* (L.R.Q., c. E-20.001), (ci-après la « Loi »), l'agglomération urbaine de Montréal est composée notamment de la Ville de Côte Saint-Luc depuis le 1er janvier 2006;

ATTENDU QU'en vertu de l'article 58 de la Loi, toute municipalité centrale a un conseil d'agglomération dont la nature, la composition et les règles de fonctionnement sont prévues par décret et que ce conseil est un organe délibérant de la municipalité;

ATTENDU QU'en vertu de l'article 59 de la Loi, toute municipalité liée doit être représentée au conseil d'agglomération;

ATTENDU QU'en vertu de l'article 61 de la Loi, lors d'une séance du conseil de toute municipalité liée, le Maire informe le conseil des sujets qui doivent faire l'objet de délibérations lors d'une prochaine séance du conseil d'agglomération, expose la position qu'il entend prendre sur tout sujet devant faire l'objet de délibérations, discute de celle-ci avec les autres membres présents et propose l'adoption d'une résolution établissant l'orientation du conseil;

ATTENDU QUE des séances du conseil d'agglomération pourraient être tenues en octobre 2011 pour lesquelles les membres du conseil devront établir les orientations qu'il entend prendre;

Il fut

PROPOSÉ PAR LA CONSEILLÈRE RUTH KOVAC
APPUYÉ PAR LE CONSEILLER GLENN J. NASHEN

ET RÉSOLU :

«D'ÉTABLIR l'orientation du conseil en vue des séances du conseil d'agglomération qui pourraient être tenues en octobre 2011, comme suit : autoriser le Maire ou son représentant dûment autorisé à prendre toutes décisions qu'il jugera appropriées sur les dossiers inscrits à l'ordre du jour des séances du conseil d'agglomération devant se tenir en octobre 2011, en fonction de l'information présentée lors de cette réunion, et ce, dans le meilleur intérêt de la ville de Côte Saint-Luc et de ses résidants.»
ADOPTÉE À L'UNANIMITÉ

AUTRES AFFAIRES – CONSEILLER ALLAN J. LEVINE

Le conseiller Allan J. Levine félicite plusieurs membres du personnel pour leur efficacité et leur dévouement au travail.

DEUXIÈME PÉRIODE DE QUESTIONS

La deuxième période de questions a débuté à 21 h 30 pour se terminer à 21 h 40. Trois (3) personnes ont demandé la parole et ont été entendues.

1) Sidney Margles

Le résidant demande que le système de sonorisation de la salle du conseil soit amélioré, ce à quoi le maire Housefather répond que, justement, des améliorations sont en cours.

Le résidant demande quand seront livrés les meubles pour le Centre communautaire et aquatique, et le maire Housefather répond que le délai de livraison est différent d'un fournisseur à l'autre.

Le résidant demande ensuite quand débutera l'entente de bail pour le Centre communautaire et aquatique, ce à quoi le maire Housefather répond qu'elle prend effet immédiatement.

Le résidant demande ensuite si un terrain de jeux pour enfants a été créé sur Marc Chagall (dans le secteur même), ce à quoi le maire Housefather répond que ce pourrait être une possibilité.

2) Irving Itman

Le résidant déclare que la sonorisation de la salle a besoin d'être améliorée.

Le résidant demande ensuite qu'elle est la signification de « high-end » dont il a été question pour parler de la nourriture servie au Centre communautaire et aquatique, ce à quoi le maire Housefather répond que l'on y servira une variété d'aliments de grande qualité préparée par des restaurateurs réputés.

Le résidant demande également si la Ville était admissible à des subventions pour l'achat des meubles du Centre communautaire et aquatique, et le maire Housefather répond que non.

Le résidant demande si les amendements au règlement de zonage à l'ordre du jour de la réunion de ce soir concernant le pentes des entrées véhiculaires s'appliquent aux constructions existantes. Le maire Housefather répond que non. Le résidant demande si cela n'a pas pour conséquence d'avoir à agrandir la maison, et la conseillère Kovac précise que ce serait plutôt de la surélever.

Le résidant se plaint que les escaliers sur Wavell nécessitent des réparations, ce à quoi le maire Housefather répond que la Ville s'occupera de cette question.

Le résidant demande quand aura lieu l'ouverture du café au Centre communautaire et aquatique. Le maire Housefather mentionne que le café ouvrira ses portes vers le début de novembre.

3) Dr Bernard Tonchin

Le résidant demande des détails concernant l'achat et l'utilisation de dioxyde de carbone pour la piscine intérieure, et le conseiller Erdelyi explique que le dioxyde de carbone produit de l'acide carbonique et sert à maintenir le bon niveau de PH dans l'eau de la piscine.

À 21 H 40, LE MAIRE HOUSEFATHER A DÉCLARÉ QUE LA SÉANCE ÉTAIT AJOURNÉE.

ANTHONY HOUSEFATHER
MAIRE

JONATHAN SHECTER
GREFFIER

09/12/2011

COMMERCIAL LEASE DATED SEPTEMBER 5, 2011 ("Lease").**BY AND BETWEEN:****The City of Côte Saint-Luc**, herein represented by its Associate General Counsel, duly authorized, hereinafter referred to as the "**LESSOR**"**AND:**

9222-4237 Quebec Inc., a body politic and corporate having its head office at 5820 BELANGER EAST, ST LEONARD HIT 1G6 District of Montreal, Province of Quebec, herein represented by Marco Trinchini and Paolo Schembre, duly authorized, hereinafter referred to as the "**LESSEE**"
Lessee GST # _____
Lessee QST # _____

AND:

Marco Trinchini, residing and domiciled at 24 CATHERINE, P.D.O., H9G 1J5, hereinafter referred to as ("**MARCO**")

AND:

Paolo Schembre, residing and domiciled at 5091 J.B. MARTINEAU, ST LEONARD, hereinafter referred to as ("**PAOLO**")

MARCO and PAOLO being sometimes collectively referred to as the "**GUARANTOR**".

SECTION 1 : PREMISES**1.1 Premises**

The Lessor hereby leases unto the Lessee, hereto present and accepting, two (2) premises as follows:

Premises 1 consists of the indoor café and its accessories within the *Aquatic and Community Centre* (described below), consisting of approximately One Thousand One Hundred and Forty-one (**1,141**) square feet more fully identified as "CAFÉ PREMISES" on the plans prepared by Serge Rioux, Engineering Division, City of Côte Saint-Luc, attached hereto as Annex A ("**Café Premises**"), and

Premises 2 consists of the outdoor canteen, its storage and its accessories adjacent to the outdoor municipal pools, consisting of approximately Three Hundred and thirty-five (**335**) square feet more fully identified as "CANTEEN PREMISES" on the Plans of the Lessor identified as Annex A ("**Canteen Premises**") which is fitted with the following Lessor-owned property: grill vent and stainless steel countertop. The grill vent, stainless steel countertop, the picnic tables and benches and affixed metal charcoal-fuelled barbeque serving the Canteen Premises Eating Area (defined below) are and shall remain the property of the Lessor. PB

The Café Premises and the Canteen Premises being sometimes collectively referred to as the "**Premises**".

The Café Premises form part of a property currently known and designated as the *Aquatic and Community Centre*, situated at: 5794 Parkhaven Street, Côte Saint-Luc (QC) H4W 1Y1, and the Canteen Premises form part of a related property situated at 7500 Mackle Road, Côte Saint-Luc (QC) (both such properties being collectively referred to as the "**Property**").

For purposes of clarifying and limiting the Lessee's exclusivity in Subsection 4.4:

- The Café Premises shall not comprise the adjacent eating area to the CAFÉ within the interior of the Property identified on Annex A as the Café Eating Area ("**Café Eating Area**"), or any other part of the Property, which the Lessee acknowledges are available for use by both patrons of the Lessee and the employees, invitees and patrons of the Lessor (who may or may not be patrons of the Lessee); and

- The Canteen Premises shall not comprise the adjacent outdoor eating area to the CANTEEN inside the fenced-in area of the Property identified on Annex A as the Canteen Eating Area ("**Canteen Eating Area**"), or the outdoor concrete terrace next to the Canteen Eating Area (identified as the (outdoor) "CANTEEN TERRACE" on Annex A), or any other part of the Property including the outdoor municipal pool, wading pool and surrounding grounds, which the Lessee acknowledges are available for use by both patrons of the Lessee and the employees, invitees and patrons of the Lessor (who may or may not be patrons of the Lessee); and
- The outdoor ACC terrace more fully identified as "ACC TERRACE" on Annex A ("**Terrace**") which the Lessee acknowledges is available for use by both patrons of the Lessee and the employees, invitees and patrons of the Lessor (who may or may not be patrons of the Lessee); and
- The outdoor pool deck including the area identified on Annex A as the takeout eating area ("**Takeout Eating Area**") which the Lessee acknowledges is available for use by both patrons of the Lessee and the employees, invitees and patrons of the Lessor (who may or may not be patrons of the Lessee).

The Café Eating Area, the Canteen Eating Area, the Terrace, the Canteen Terrace and the Takeout Eating Area shall sometimes be collectively referred to as the "**Permitted Common Areas**".


1.2 Passage

The Lessee will be given non-exclusive access to the public corridor(s) located between the Café Premises and the Canteen Premises within the Property so that the Lessee can travel between them. However, the Lessor will provide the Lessee with restricted hours during which the Lessee shall be entitled to transport foods and beverages so as to protect the public. Outside of those restricted hours the Lessee shall be prohibited from transporting food and beverages for the public's protection. The Lessee shall use a tray trolley or other transportation device reasonably accepted by the Lessor in order to minimize danger to the public when transporting food and beverages. The Lessee shall use its best efforts and care to minimize any danger to the public at all times when transporting food and beverages.

1.3 Parking

The Lessor shall provide the Lessee with one (1) parking space in the parking lot serving the Property, the location of which shall be in the discretion of the Lessor, which shall be reserved to and for the Lessee. For the Parties' convenience, the parking spot reserved to the Lessee is identified on Annex A. The Lessor shall be entitled to relocate the parking space assigned to the Lessee during the Term.

1.4 Condition

The Lessee declares being content and completely satisfied with ^{the} Premises after having and carefully examined same. The Lessee accepts the Premises in "as-is/where-is" conditions without any guarantee by the Lessor whatsoever, whether express or implied, legal or contractual, oral or written, including, without limitation, any warranty as to accuracy of their dimensions, their merchantability, their fitness for a particular purpose or their freedom from latent defects. The Lessor has made no representations or warranties about revenue or profit expectations and the Lessee acknowledges that it shall operate the Business and occupy the Premises at its own sole risk and peril. 

1.5 Lessee's Initial Work

Lessee shall, at Lessee's expense, be responsible for all the initial work and leasehold improvements ("**Leasehold Improvements**") to be executed in the Premises (such initial work and Leasehold Improvements sometimes collectively, referred to as the "**Lessee Work**"). Prior to executing the Lessee Work, the Lessee shall submit detailed plans relating thereto to the Lessor for prior written approval.

Without limiting the generality of the foregoing, and with respect to the Canteen Premises, the Lessee shall perform the following Lessee Work:

Cleaning and winterizing the Canteen Premises, ensuring it meets health, safety and sanitation code(s) (including ventilation) applicable to a foodservice business, and equipping it with merchantable-quality restaurant-quality cooking and refrigeration equipment, fire-safety and locking/security measures. For clarity, any winterizing work shall be executed by the Lessor for the Lessee's behalf at the Lessee's expense, but the exact nature of the work to be performed shall be mutually agreed to in advance by the Parties.

Without limiting the generality of the foregoing, and with respect to the Café Premises, the Lessee shall perform the following Lessee Work:

a) painting (paint colour to coordinate with the ceramic floor tiles and the overall design and colour palette of the Property);

b) mill work (including countertops, additional cabinetry, etc.);

c) décor, fixtures, furniture and design, including light fixtures, and, subject to the prior approval of the Lessor, a folding accordion security "door" of the type common in shopping malls for free-standing concessions, to secure the Café Premises and the Lessee's equipment and contents during closing hours.

d) installation of a sink;

e) installation of a dishwasher and other restaurant equipment such as: display fridge, microwaves, toasters, sandwich presser, coffee machines, cappuccino machine, (smoothie) blender, warming soup terrine, gelato/ice-cream freezer and dispensers, etc.;

f) Subject to feasibility as determined by the Lessor, and the approval of the government health inspector, all necessary work to provide an interior access from the Café Premises to the Canteen Premises and vice versa through one of the existing janitorial closets and to relocate such janitorial closet or its accessories with any existing equipment, fixtures and plumbing to a location approved by the Lessor (See Annex A plans (with an approximate cost of \$4,000.00), that are subject to the approval of the government health inspector and which the Parties acknowledge may require modification (including a cost change) in order to obtain such approval);

g) conversion of an existing window in the Café Premises to a takeout window, ("**Café Premises Takeout 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, and to maximize security. This work shall be performed solely by Pomerleau Inc. (See Annex C quotation); ^{these}

h) awnings with the Lessee's logo for the existing Canteen Premises takeout window, for the new proposed Café Premises Takeout Window, and/or the Terrace;

i) the Lessee may propose cafe furniture (tables and chairs) for the Terrace which matches or adequately complements the Lessor's indoor cafe furniture;

j) relocation or re-angling of the outdoor chain link fence (with new or additional fencing being potentially required as a result) that divides the outdoor municipal pool(s) from the Terrace in order to help increase the potential flow of traffic to the Cafe Premises Takeout Window to be serviced by the Lessee. At the sole discretion of the Lessor, the Lessor may choose to create a new common eating area on the outdoor pool deck which shall not be exclusive to the Lessee, designated as the aforementioned Takeout Eating Area, next to the outdoor wading pool deck with this or new fencing, which work has been or will be executed by Pomerleau Inc. and/or the Lessor at the Lessee's expense (See Annex D quotation); and

k) increase or change to any of the existing electrical load to accommodate the Lessee's needs or relocation of existing electrical outlets, water supply or the like, which work shall be executed by the Lessor for the Lessee's behalf and at the Lessee's expense;

Pomerleau Inc. shall be engaged by the Lessee to carry out the conversion of the

Café Premises Takeout Window with all of the conditions governing insurance, performance bonding, indemnities, etc., set out in this paragraph applying to Pomerleau Inc. *mutatis mutandis*. Subject to the Lessor's reasonable approval, the Lessee shall be entitled to use its own contractor(s) for the remaining Lessee Work provided the Lessee (a) satisfies the Lessor that such contractor(s) have the necessarily qualifications and licenses, (b) provides certificates of insurance for at least \$2,000,000.00 of all-risks generality liability and property insurance with 100% replacement value, naming the Lessor as additional insured, with a \$Nil deductible payable by the Lessor, and furthermore provided that such insurance is maintained in good standing for the duration of the Lessee Work. Such certificates of insurance shall be delivered to the Lessor prior to the commencement of the Lessee Work; (c) where the Lessee, with the Lessor's prior written approval, is undertaking "construction" work, "infrastructure work", reconfiguration of plumbing, modifying the electrical loads and panel(s), etc. (as opposed to the non-intrusive work of merely painting the walls, installing finished millwork or dishwashing or refrigeration equipment, for example), the Lessee shall engage only Pomerleau Inc. to execute the related work. The Lessor shall be the sole judge of what constitutes "construction" or "infrastructure" work requiring execution solely by Pomerleau Inc. The Lessee's contractor (including, where applicable, Pomerleau Inc.) shall deliver to the Lessor a performance bond for 100% of the Lessee Work issued by a reputable bonding company; (d) full indemnification, without exclusions, is given in favour of the Lessor; and (e) The Lessee 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.

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

1.7 At any time or from time to time, the Lessor may carry out or complete the Lessee Work and charge the Lessee any such amounts identified in this Section 1 as Additional Rent with an administration fee of Fifteen Percent (15%).

1.8 **Lessor's Initial Work**

The Lessor's initial work is limited to constructing the portion of the Property which consists of the Café Premises and to providing the Lessee, no earlier than the Possession Date and no later than the Commencement Date, the Café Premises consisting of the finished vanilla envelope according to the Lessor's construction plans, being: the finished ceiling, walls, divisions, ceramic floors, doors, (and subject to confirmation by the Lessor: mechanical, plumbing, sprinklers, water conduct, air conditioning units, heating, ventilation and air conditioning system, electrical system (40 amps), structural elements and wiring), all in a good state of repair and working order (collectively, the "**Lessor Work**"). For clarity, the Lessor Work does not consist of any work to be executed on or in connection with the Canteen Premises.

The Lessor shall also furnish for the Lessee's use café tables and chairs, either within the Café Premises (if desired by the Lessee) or in the Cafe Eating Area, the look, colour, number, placement outside the Café Premises all to be in the discretion of the Lessor. These tables and chairs, wheresoever they are located, are and shall remain the property of the Lessor.

SECTION 2 : TERM

2.1 **Initial Term**

The initial term of this lease shall be ten (10) years commencing on September 5, 2011 ("**Commencement Date**") and expiring on the September 4, 2021 (collectively, "**Initial Term**").

Notwithstanding the foregoing, the Lessee acknowledges that its rights to occupy and exploit the Canteen Premises are made subject to the rights of the current tenant thereof whose lease shall expire on the later of: September 5, 2011 and the extended outdoor Summer 2011 pool season (if any), and up to 5 business days longer to permit the current tenant to vacate the Canteen Premises. The

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rights of the current tenant shall not result in any return, abatement or reduction of the Rent due by the Lessee hereunder or any claim by the Lessee to any portion of the revenues generated by the current tenant.

2.2 **Renewal Term**

Provided the Lessee is not in default with respect to any of its obligations under this Lease, and furthermore provided the Lessee notifies the Lessor by priority post or courier, at least Six **(6)** months prior to expiry of the Initial Term or the first Renewal Term (as the case may be) of its intention, Lessee shall have the option to renew this Lease for up to Two **(2)** additional periods of Five **(5)** years each (individually and collectively, "**Renewal Term**"). All of the provisions of this Lease shall apply to each Renewal Term except for the Rent, an increase to which shall be negotiated in good faith at least Ninety **(90)** days before the expiry of the then current Initial Term or first Renewal Term (as the case may be). Notwithstanding the foregoing, the Parties agree that the Base Rent increase applicable to each Renewal Term shall be the greater of the then fair market value for the Premises at the time of negotiations or Three Thousand Dollars **(\$3,000.00)** over the Base Rent applicable to the preceding Term (being either the Initial Term or the first Renewal Term as the case may be). Additionally, the Lessee shall be liable to pay a Percentage Rent in each Renewal Term to be negotiated in good faith and to equal at least Five Percent **(5%)** of the Lessee's gross monthly revenues from all sources (without any deductions whatsoever) over Forty Thousand Dollars **(\$40,000.00)** per month. In the case of such renewal, the Parties shall sign a renewal amendment agreement to this Lease ("**Renewal Amendment**") no later than Sixty **(60)** days before the expiry of the then applicable Initial Term or first Renewal Term (as the case may be).

2.3 **Tacit Renewal**

There shall be no tacit renewal of this Lease. In the event that the Lessee remains in possession of the Premises or any portion thereof after the expiry or sooner termination of the Term, without the execution and delivery of a Renewal Amendment applicable to the then Renewal Term, the Lessee shall be deemed to be occupying the entire Premises on a month to month basis at a monthly rental equivalent to the then current monthly Rent (defined in Subsection 6.1), of the last year of this Lease plus One Hundred Percent **(100%)**, without any proportional calculation or reduction for a fraction of a month or the fraction of the Premises actually dispossessed by the Lessee, the whole subject to all other provisions of this Lease, and without prejudice to and under reserve of all of the other rights and recourses of the Lessor to claim from the Lessee all losses and damages resulting from the Lessee's conduct in continuing to occupy the Premises.

SECTION 3 : EARLY POSSESSION

3.1 **Date of Early Possession**

Notwithstanding Subsection 2.1, the Lessee shall be entitled to enter and occupy the Premises prior to the Commencement Date, at no cost, to take possession of the Premises when the Lessor reasonably deems the Premises are safely ready for occupation and that the Lessee's presence will not hinder any work currently being performed in the Property, the whole to be confirmed by the Lessor and subject to the prior written approval by the Lessor (the "**Possession Date**") solely for site visit(s) to take measurements, develop plans and designs for the Lessee Work and with the prior written consent of the Lessor, to commence the Lessee Work and the setting up of the Business. Before the Possession Date, and even prior thereto, the Lessee must arrange the site visit(s) required with the Lessor's contractor for the Property, being Pomerleau Inc. Notwithstanding the granting to the Lessee of permission to take early possession of the Premises as aforesaid, or permission given to the Lessee to visit the site of the Property even prior to the Possession Date, the Lessor shall not be liable to the Lessee or any third party for any resulting damages of any nature or with any consequence whatsoever, and the Lessee hereby fully indemnifies and holds harmless the Lessor for any such third party damages including resulting attorney fees and judicial costs.

The Parties acknowledge that the opening for business of the Business in the Premises is planned, without any obligation on the part of the Lessee, for August 28, 2011, but no later than September 5th, 2011 without the Lessor's prior written consent.

For the period between the Possession Date and the Commencement Date, this Lease shall govern the relationship of the Parties except as to the payment of Rent which the Lessor expressly waives.

SECTION 4 : USE AND OPERATING HOURS

4.1 Use

Throughout the Term, the Lessee shall continuously occupy and use the Premises for a foodservice business as follows (the "**Business**") and for no other purposes or businesses:

- Café Premises: The Café Premises shall be exploited by the Lessee as a commercial café and for food delivery and takeout, at which the Lessee shall sell, but not be limited to, sandwiches, pizza, sausages, soft ice cream, gelato. The Lessee acknowledges, however, that the Café 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.
- Canteen Premises: The Canteen Premises shall be exploited by the Lessee as a commercial snack bar, for food delivery and takeout at which the Lessee shall sell, but not be limited to, sandwiches, pizzas, hamburgers, hotdogs, french fries, sausages, soft ice cream, gelato. The Lessee shall also do barbecues for special events of the Lessee and the Lessor. The Lessee shall also do cooking from and within the Canteen Premises of the food to be sold from the Café Premises.

Storage: The Lessee may use the space indicated on Annex A as the Canteen Storage for storage purposes.

Delivery: The Lessee shall have the right to provide delivery service.

Restrictions: The Lessee shall be prohibited from offering alcoholic beverages from the Premises. The Lessee 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.

4.2 Minimum Operating Hours

Throughout the Term the Lessee shall operate its business 7 days per week, 365 days per year in accordance with Subsection 4.1 **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**, as its minimum operating hours ("**Minimum Hours**"). The Lessee's maximum operating hours shall coincide with the operating hours of the Lessor for the Property.

4.3 Owner-Operated

The Lessee acknowledges that foodservice businesses are more likely to thrive and succeed when they are owner-operated. Therefore, the Lessee shall always have at least one of *Marco Trinchini* or *Paolo Schembre* present in the Premises during the Minimum Hours in order to supervise and oversee the Business.

4.4 Exclusivity

Provided the Lessee is not in default hereunder, the Lessor gives the Lessee the exclusivity for the operation of a café in the Café Premises and the operation of a snack bar in the Canteen Premises.

Notwithstanding the foregoing, the Lessee acknowledges that the public who are the invitees, visitors, guests or members of the Property and/or the Lessor, as well as employees of the Lessor, may bring their own food and beverages and therefore eat and drink peaceably in the Café Eating Area, the Canteen Eating Area, the Terrace and the Takeout Eating Area, even if they do not purchase any products from the Lessee.

Furthermore, the Property, other than the Premises, is available for use and rental by the public, the employees, suppliers and elected officials of the Lessor, such that the Lessee shall not restrict the Lessor's right of use or rental or the Lessor's right to grant use or rental, including the right of Lessor or its users or

other lessees from hiring a third party caterer or selling food and drinks at their events and the Lessee shall have no claim of whatsoever nature against such third parties or the Lessor including, without limitation, to any of the revenues enuring to the Lessor or any third party arising from same. The foregoing shall be interpreted broadly to favour the Lessor. The Lessor, however, undertakes to have the Lessee listed among its preferred caterers for the Property, so long as the Lessee is offering catering services in the ordinary course and provides the Lessor with a catering menu to offer prospective clientele.

4.5 **Lessee Compliance**

The Lessee warrants that throughout the Term, it is and will continue to: (i) be in good standing as a legal person; (ii) be permitted to carry on the Business in virtue of its own corporate by-laws as well as all laws, regulations, by-laws, and resolutions of any governing public authority having jurisdiction over the Lessee, the Business and/or the Premises (collectively, "**Laws**"); (iii) be in compliance with its other present and future agreements with the Lessor and with third parties; and (iv) comply with all Laws including, without limitation, all health, safety, sanitation and food Laws governing a foodservice business and the offer, sale and/or delivery of food and beverage products to the public. Furthermore, the Lessee will have and continue to have all necessary operating permits.

Subject to the Lessor's declaration in Subsection 4.6, the Lessor shall not, under any circumstances whatsoever be liable for any damages or anything else should the Lessee be legally prevented from operating the Business within the Premises at any time, and nor shall the Lessee be relieved of its obligation to pay the Rent or to fulfill any of its other obligations hereunder should the Lessee be legally prevented from operating the Business within the Premises at any time for any duration and for any reason.

4.6 **Peaceable Enjoyment**

The Lessor declares that the Business is a permitted use and occupation of the Premises under the City of Côte Saint-Luc ("**City**") zoning by-laws. The Lessee is not, however, excused from procuring a permit for the Business from the City.

Furthermore, the Lessor confirms that at the time of the Commencement Date, it will own the Property and that there will be no servitude restricting the operation of the Business by the Lessee within the Premises.

Provided the Lessee is not in default under this Lease, the Lessor shall give the Lessee peaceable enjoyment of the Premises throughout the Term.

4.7 **Vending Machines**

The Lessor understands that the Lessee intends to make a vending machine proposal, requesting exclusivity, for the Property. If, before the Lessee delivers the Lessor a vending machine proposal, the Lessor wishes to grant rights to third parties to install one more vending machines on or in the Property, the Lessor will give the Lessee a right of first refusal to negotiate a mutually satisfactory written lease for same within the next Ten (**10**) days covering the number and location of such vending machines and their products and applicable rent. Failing the entering into of a lease agreement with the Lessee on this matter, the Lessor shall be entitled to freely deal with third parties of the Lessor's choosing, and the Lessee shall have no claim whatsoever against such third parties or the Lessor including, without limitation, to any of the revenues enuring to the Lessor from same.

SECTION 5: ONGOING REPAIRS AND IMPROVEMENTS

5.1 **By the Lessee:** Throughout the Term, the following shall be carried out by the Lessee, at the Lessee's expense, and subject to the conditions below.

- (a) **Of Premises:** Throughout the Term, the Lessee shall, at the Lessee's expense, as would a diligent owner, impeccably maintain the Premises in an excellent state of cleanliness, maintenance and repair as would a diligent owner and, subject to the reasonable prior written approval of the Lessor, promptly make all the necessary repairs and/or replacements in connection therewith, including without limitation, to the pipes, sewers, conduits, doors,



windows, walls, ceiling, floors, plumbing, heating, ventilation and air-conditioning equipment situated in or serving the Premises.

Extermination: If required by the Lessor, the Lessee shall, at the Lessee's expense, procure the services of an exterminator (or trapper) of Lessor's choice to exterminate (or trap and remove) any insects, vermin, etc. in or about the Premises.

Temperature: During the Fall/Winter months, the Lessee shall keep the heating in the Premises at a reasonable temperature at times, whether or not the Business is open for business, in order to prevent the freezing and bursting of pipes, water damage, etc.

- (b) Of the Permitted Common Areas: Throughout the Term, the Lessee shall be responsible to clean and maintain the tables, chairs and floors in and around the Permitted Common Areas in an excellent state of cleanliness (except as regards the Terrace when it is the subject of a catered event or is otherwise rented out by third parties) including removing, sorting and containment of garbage, litter, debris, detritus, spilled foods and beverages.
- (c) Improvements: The Lessee shall not make any repair, maintenance, modification, addition, amelioration, alteration or improvement, whether the same be structural or not (collectively, "**Lessee Repairs and Improvements**"), in, to or around the Premises without the prior written consent of the Lessor to the plans and specifications proposed by the Lessee for such Lessee Repairs and Improvements, and to the contractor(s) whom the Lessee proposes to carry out the Lessee Repairs and Improvements. Once accepted by the Lessor, the Lessee Repairs and Improvements shall be carried out in strict compliance with the Lessor-approved plans and specifications as well as with all Laws governing the Property including the Premises including, but with limitation, the laws of the City; as well as in strict compliance with the requirements of the insurers of the Property and any applicable norms of the Insurance Bureau of Canada. Furthermore, the Lessee Repairs and Improvements shall be carried out in accordance with the rules, norms and techniques of art applicable at the time of the proposed Lessee Repairs and Improvements using the highest quality materials and labour. So long as the Property is under warranty with Pomerleau Inc. any permitted structural work pertaining to the Lessee Improvements shall be carried out by Pomerleau Inc.
- (d) Pace of Work: All authorized work relating to the Lessee Repairs and Improvements shall be carried out with reasonable dispatch and it is understood that the value of the Premises shall not, as a result of any such work be less than the value of the Premises before the commencement of such work and the Lessor shall be the sole judge of such value.
- (e) Lessor Costs: The Lessee shall pay the Lessor's costs incurred to approve the aforesaid plans and specifications, to supervise (should the Lessor desire to so supervise) the execution of both the Lessee Work and the Lessee Repairs and Improvements including, without limitation, the engagement by the Lessor of any contractors or professionals (apart from the Lessor's employees) to approve, supervise or execute any of the same.
- (f) Lessee Insurance and Bond: The Lessee shall take out and maintain for the duration of the work relating to the Lessee Repairs and Improvements, and this with reputable insurance companies, insurance for damages to property with 100% replacement value, and for all-risks liability insurance and for indemnification of accidents relating to all the workers carrying out the Lessee Improvements, as well as occupational hazards insurance applying to all persons employed in relation to such Lessee Improvements. The coverage of each such insurance must be a minimum of Two Million Dollars (**\$2,000,000.00**) per incident or such greater amount as reasonably required by the Lessor at the time, and shall name the Lessor as an additional insured, and provide for no subrogation as against the Lessor and a \$Nil deductible payable by the Lessor. The Lessee must deliver the Lessor the certificate(s) of insurance prior to commencing the Lessee Repairs and Improvements. The Lessee shall (or shall cause its contractor to) provide the Lessor with a



performance bond for at least 50% of the cost of the Lessee Repairs and Improvements in respect of all associated labour, products and materials.

- (g) Hypothecs and Liens: The Lessee shall not permit any professional supplier, contractor, subcontractor or employee, from having or registering any statutory, contractual or other hypothec or lien against the Property or any part thereof, or against any property of the Lessee or any third party contained within Premises or the Property. The Lessee must promptly pay all sums of money when due in relation to the carrying out of the Lessee Repairs and Improvements, or otherwise. The Lessee shall obtain, for the behalf of the Lessor, proof of waiver of hypothecs and liens by such professionals, suppliers, contractors, subcontractors and employees and proof that the Lessee and its contractors and subcontractors are in compliance with the CSST laws in force at the time.
- (h) Default: Default by the Lessee hereunder shall permit the Lessor to exercise any of the following remedies without any notice, opportunity to cure or other formality, on the one hand; and with any rent return, abatement or reduction or other compensation to the Lessee on the other hand: (i) changing of the locks, (ii) closure of the Premises, (iii) stoppage of all work, and/or (iv) termination of this Lease. The provisions of Subsection 16.3 shall apply hereto *mutatis mutandis*.
- (i) Additional Costs: The Lessee shall immediately pay to the Lessor, all sums in connection with this Section 5 for insurance premiums, hypothec or lien contestation and radiation, or otherwise, plus judicial costs and attorneys fees, interest, with an administration fee of Fifteen Percent (**15%**), all as Additional Rent.

5.2 **By the Lessor**

(a) Property: The Lessor shall operate, maintain and repair the Property (save and except as provided in this Lease) and replace, if required, any of its components or equipment including, among others, the roof, the heating, ventilation and air conditioning system and any other facility not within or exclusively servicing the Premises, to the extent required to keep the Property and the Property's equipment and facilities in a state of good repair and maintenance in accordance with the Lessor's reasonable ownership and budgetary principles as determined by the City Council in its sole discretion.

(b) Reservation of Rights: The Lessor shall have the right to make modifications or changes in or about the Premises or the Property affecting the Premises for purposes or reasons deemed necessary or desirable in the discretion of the Lessor, without the Lessee being entitled to claim any damages or return, abatement or reduction of Rent.

(c) Snow, Garbage and Recycling: Subject to the Lessee's obligations stipulated herein, the Lessor shall perform the snow removal of the parking lots of the Property, and the garbage and recycling pick-up in accordance with the Lessor's reasonable judgment or by-laws as determined by the City Council in its sole discretion.

5.3 **Access and Inspection**

The Lessor or any of its employees, contractors, representatives or agents shall, at all times, have the right to examine the state of maintenance, repair, decoration and order of the Premises, as well as the order of the Permitted Common Areas, and to verify whether the Lessee is adequately executing its obligations in virtue of this Lease. The Lessor shall have the right to notify and require the Lessee to effect certain works, maintenance or repairs, or to stock the Premises with articles, inventory, equipment and Leasehold Improvements of sufficient value, that the Lessor reasonably judges to be necessary following its said inspection. The failure of the Lessor to inspect or to give said notice shall not free the Lessee of any of its obligations under this Lease. No provision of this Lease shall be interpreted in a manner to require the Lessor to make any repairs or any works of any nature to the Premises, however, the Lessor shall have the right at all times to make urgent or other repairs without notice to the Lessee and, provided the repairs were an obligation of the Lessee, to claim the costs of same with an administration fee of Fifteen Percent (**15%**) from the Lessee as Additional Rent.

SECTION 6 : RENT AND PAYMENTS

6.1 Rent

This Lease is made in and for consideration of the payment by the Lessee to the Lessor of the following base rent ("**Base Rent**"), additional rent ("**Additional Rent**" as furthermore defined in Subsection 6.4) and percentage rent ("**Percentage Rent**") plus GST and QST and/or other then applicable taxes, as and when due, without duplication, without any grace period, and which the Lessee undertakes and obliges to pay to the Lessor in equal and consecutive monthly payments (the Base Rent, Additional Rent and Percentage Rent shall sometimes be collectively referred to as the, "**Rent**").

The Rent is payable in advance on the first day of every month of the Term. Moreover, with and upon signature, the Lessee undertakes to furnish the Lessor with twelve (**12**) post-dated cheques for the Rent. On the tenth (**10th**) month in each anniversary year of the Term, the Lessee shall furnish the Lessor with twelve (**12**) post-dated cheques for each next anniversary year of the Term.

6.2 Base Rent

The Base Rent during the Initial Term is as follows:

- Month 0-6 in Year 1: **\$0.00/month**.
- Month 7-12 in Year 1: **\$500.00/month** (plus applicable taxes).
- Month 13-18 in Year 2: **\$1,000.00/month** (plus applicable taxes).
- Month 19 in Year 2 and following through to the end of the Initial Term: **\$1,500.00/month** (plus applicable taxes).

For clarity, with signature of this Lease, the Lessee shall furnish the Lessor with six (6) post-dated cheques for the Base Rent applicable to Year 1 of the Lease for \$500.00/month (plus applicable taxes) dated March 1, 2012, April 1, 2012, May 1, 2012, June 1, 2012, July 1, 2012 and August 1, 2012.

Furthermore, on July 1, 2012, the Lessee shall furnish the Lessor with twelve (12) post-dated cheques for the Base Rent applicable to Year 2 of the Lease as follows:

Six (6) post-dated cheques of \$1,000.00/month (plus applicable taxes) dated September 1, 2012, October 1, 2012, November 1, 2012, December 1, 2012, January 1, 2013 and February 1, 2013; and six (6) post-dated cheques of \$1,500.00/month (plus applicable taxes) dated March 1, 2013, April 1, 2013, May 1, 2013, June 1, 2013, July 1, 2013 and August 1, 2013.

And so on.

6.3 Percentage Rent

The Percentage Rent during the Initial Term is: **0%**.

6.4 Additional Rent

The Lessee shall be responsible to pay its proportion of the operating, maintenance and repair expenses for the Premises including but not limited to electricity, heating, cleaning (interior and exterior), maintenance and repairs, taxes for which the Lessee is responsible hereunder, etc. (collectively, "**Additional Rent**").

The Lessee's proportionate share shall be 7.3 % (being:

A divided by B:

Where A = 1,811 square feet plus the Takeout Eating Area (1,600 square feet), or a total of 3,341 square feet;

And B = The total surface area of the Property (60,000 square feet) minus the indoor pools surface area, for a total of 45,766 square feet .

Exclusions: The Lessee shall not be responsible to pay for the following matters which shall be excluded from the calculation of Additional Rent, the amounts of which shall be determined solely by the Lessor:

- Capital expenditures associated with the Property such as roof and structural replacements;
- Operation, maintenance and repair of the indoor and outdoor pools and the systems servicing such pools;
- Salaries of the Lessor's employees working within the Property;
- Snow removal on the Property subject to Subsection 6.6; and
- By exception, waste removal (i.e., garbage and recycling collection) from the Property subject to Subsection 6.7.

Whether or not stipulated as such, any amount due to the Lessor or to third parties hereunder by the Lessee that are not paid by the Lessee when due, may (but need not) be paid by the Lessor and charged to the Lessee with interest and an administration fee of Fifteen Percent (**15%**) as Additional Rent.

6.5 **Utilities**

Lessee shall pay for its consumption of all utilities within the Premises including but not limited to electricity, gas, water, etc. The Lessee shall, at the Lessee's expense, install a separate Hydro Quebec meter within the Café Premises and within the Canteen Premises and pay One Hundred Percent (**100%**) of the cost of electricity and other utilities resulting from these meters' readings.

6.6 **Snow Removal**

Should the Lessee desire this, the Lessee shall, at the Lessee's expense, carry out the snow removal to create a walking path on the strip of land located between the Canteen Premises and the side entrance to the Property closest to the Canteen Premises.

6.7 **Waste Sorting, Containment and Placement**

The Lessor has extended an exceptional offer to the Lessee to carry out on the Lessee's behalf, the ordinary and routine garbage/recycling/organic materials waste collection and removal, since the Lessor is not responsible for this service for commercial establishments. In order to continue to benefit from this offer throughout the Term, the Lessee shall comply with the City's waste by-laws including, but not necessarily limited to, By-law 2302 as time to time amended or replaced. Without limiting the generality of the foregoing, the Lessee shall use a 3-stream sorting and containment principle: garbage, recycling and organic materials waste and, where available, shall use the City's 3-stream sorting receptacles (garbage, recycling (blue bins) and organic materials waste (brown bins)) to contain its waste. Unless otherwise directed by the Lessor, the Lessee shall be responsible to place its receptacles outside of the receiving entrance of the Property for collection by the City or the City's waste removal suppliers according to the City's collection schedule (which may change from time to time in the discretion of the City or as expressly agreed between the Parties). The City's offer does not include: (i) hazardous materials, (ii) other waste or materials not expressly stipulated herein, or (iii) waste collection services that is not otherwise available to the City's residences pursuant to By-law 2302.

6.8 **Taxes**

6.8.1 Even if not expressly stipulated herein, all payments due hereunder by the Lessee shall include all applicable taxes including GST, QST and any and all replacement or additional taxes thereto, at their then applicable rates.

6.8.2 In addition to such taxes as may be proper to the Lessee (such as the Lessee's own income taxes, capital taxes, sales and excise taxes, etc.), the Lessee shall be responsible to pay all business taxes, occupation taxes, water taxes, municipal taxes, school taxes, property taxes and such additional, replacement or other taxes associated with the Premises, this Lease, the Business (or the Lessee's use, business or occupation from time to time), that may be levied from time to time by any taxing authority with jurisdiction, including the City; and this in capital, interest and applicable penalties, and regardless whether such taxes be imposed on the Lessor, the Lessee, the Property and/or the Premises. If the statement of taxes is issued or sent in the name of the Lessor, the Lessor shall deliver the original or a copy of such statement to the Lessee who shall pay the

same in full by the due date to the complete exoneration and indemnification of the Lessor.

- 6.8.3 At any time if the Lessee is delinquent in meeting its obligations under this Section 6.8 (and Lessee is required to furnish Lessor with immediate written notice of any delinquency) with the reasons therefor, the Lessor may pay any amount provided in this Section 6 owing by the Lessee to a third party and charge the Lessee such amount in capital and interest plus a Fifteen Percent **(15%)** administration fee as Additional Rent which shall be payable on demand.

6.9 **Security Deposit**

- 6.9.1 On and with signature, the Lessee shall furnish the Lessor a security deposit ("**Security Deposit**") of Three Thousand Dollars **(\$3,000.00)** (plus applicable taxes) which will serve to secure the Lessee's obligations hereunder as well as the payment of any damages caused to the Premises by the Lessee or while it was under the Lessee's control, provided however the Security Deposit shall be increased to two **(2)** months of Base Rent (plus applicable taxes) at any time when two **(2)** months of Base Rent exceeds Three Thousand Dollars **(\$3,000.00)**. In the event the Lessor needs or deems it appropriate to use any part of the Security Deposit the Lessee will immediately replenish the Security Deposit to be the greater of Three Thousand Dollars **(\$3,000.00)** or the equivalent of two **(2)** months of Base Rent (plus applicable taxes).

6.10 **Interest**

The Rent and all other sums due hereunder by the Lessee, which if not paid when due, shall bear annual interest at the rate of the greater of either Twelve Percent **(12%)** per annum or the then prime rate charged by the Royal Bank of Canada plus Two Percent **(2%)**; calculated on an annual basis and compounded daily until paid in full in capital and interest.

6.11 **Place of Payment**

The Rent and all other sums payable hereunder by the Lessee shall be paid to the order of "The City of Côte Saint-Luc", delivered to the City's Finance Department situated at: 5801 Cavendish Blvd., Côte Saint-Luc (QC) H4W 3C3, unless otherwise indicated by the Lessor.

6.12 **Lapse of Time**

Time shall be of the essence in this Lease such that the Lessee shall automatically be deemed to be in default by the mere lapse of time if any payment is not made by the Lessee when due, without any need for demand, notice, invoice or other formality on the part of the Lessor.

6.13 **Compensation and Set-Off**

The Lessee may not claim any return, deduction, abatement of Rent, or compensation or set-off as against the Lessor, for any reason whatsoever. The Lessee waives all rights to withhold the Rent and all other sums due hereunder, whether in whole or in part, regardless of the reason.

6.14 **Proof of Payment**

- 6.14.1 The cashing or deposit by the Lessor of any payment that is less than the amount owing by the Lessee shall not be deemed acceptance by the Lessor of any such lower amount or a waiver by the Lessor of any remainder due in capital and interest, or a waiver of any right or recourse available to the Lessor under contract, equity or law.
- 6.14.2 The Lessee shall within ten **(10)** days of their respective due date, give to the Lessor in a form satisfactory to the latter, proof of payment of all taxes and all other matters payable by the Lessee to third parties under this Lease or contemplated hereby, whether or not expressed.

SECTION 7 : SIGNAGE

- 7.1 All of the Lessee's interior and exterior signage shall be bilingual English and French and shall be subject to the prior reasonable approval of the Lessor.
- 7.2 The Lessee shall, at the Lessee's expense, be responsible for the design, creation, production and installation of all permitted signs, in accordance with the

specs (including dimensions) to be provided by the Lessor. The Lessee's signs shall not be illuminated from within.

- 7.3 Locations for the Lessee's signs shall be pre-approved by the Lessor, but in a general sense contemplate:
- the proposed new front pylon of the Property as per the specs set out in Annex B
 - in a back exterior location, in or around the Terrace area, to be determined by the Lessor;
 - interior signage, to be installed on the outside wall of the Café Premises (within the interior of the Property); and
 - Elegant awnings (if installed by the Lessee with the prior approval of the Lessor) with the Lessee's logo placement (to be elegant) above the proposed Café Premises Takeout Window and the existing Canteen Premises takeout window.
- 7.4 The Lessee's signs shall be compatible in look-and-feel to the Lessor's other signs within the Property, and the Lessee shall source its signs, as a first resort, from Belanger Branding.
- 7.5 At the Lessor's option the Lessor may install the approved signs at the Lessee's cost and invoice the Lessee for the cost as Additional Rent.

SECTION 8 : MARKETING AND COMMUNICATIONS

8.1 Bilingualism

The Lessee acknowledges that the City has bilingual status. All of the Lessee's business materials and promotional materials including, without limitation, its menus, its website, its print and digital advertising, its business cards, etc. shall be bilingual English and French. The Lessee shall furthermore either have a trade name that is compatible in both English and French or one that is bilingual.

Furthermore, the Lessee's employees and representatives shall be proficient in communicating verbally in English and French.

8.2 Best Efforts

Throughout the Term, the Lessee shall use its best efforts to market, promote and advertise its Business. The Lessee is responsible to maintain an inviting and clean Premises and offer quality food at appropriate price-points to maximize customer traffic to the Premises and to the Business.

8.3 Marketing Plan

The Lessee acknowledges that a foodservice business is more likely to thrive and succeed when the owner commits to "local store marketing". Therefore, within forty-five **(45)** days of the commencement of the Initial Term, and thereafter, at least ninety **(90)** days before the end of each anniversary year of the Term, the Lessee shall provide the Lessee with a marketing plan showing how the Lessee intends to market, promote and advertise its Business within the first year of the Term and thereafter for each next anniversary year of the Term.

SECTION 9 : FINANCIAL INFORMATION

9.1 Year-end

Within ten **(10)** days of signing this Lease, the Lessee shall declare its financial year-end to the Lessor. Similarly, should the Lessee decide to change its financial year-end at any time during the Term, the Lessee shall declare its new financial year-end to the Lessor within ten **(10)** days of such change.

9.2 Financial Statements

Within ten **(10)** days of their issuance in each year of the Term, the Lessee shall provide its financial statements, and cover report, to the Lessor declaring its accurate revenues and profits from all sources using generally accepted accounting principles applicable within Canada. If these financial statements have been the subject of an audit report, the Lessee shall provide the Lessor with the audited financial statements and auditor's report.



9.3 **Audit**

The Lessee shall keep accurate books and records of account in connection with the Business at the Lessee's head office or principal place of business within the City and District of Montreal. The Lessor may directly or through its accountants inspect and take photocopied extracts of the Lessee's accounting books and records pertaining to the Business. In the event that the Lessor or its accountants find an under-reporting of the Lessee's income or profits of Three Percent **(3%)** or more, the Lessee shall pay the Lessor's inspection costs. Where Percentage Rent at any time during the Term exceeds Zero Percent **(0%)**, the Lessee shall furthermore promptly pay the full amount of the discrepancy due to the Lessor as determined by such inspection, in capital and interest.

SECTION 10 : INSURANCE

10.1 **Property and Liability Insurance**

Throughout the Term, the Lessee shall, at the Lessee's expense, insure and maintain insured the Lessor and the Lessee against losses resulting from loss or damage to: (ii) persons (including, but not limited to, bodily injury or death resulting from food poisoning, product liability or otherwise; (ii) the Lessee's property (including the Lessee Work and the Lessee Improvements), the Lessor's property (including the Property, the Premises and the Lessor Work), third party property (including, but not limited to, that of any assignee or sub-lessee of the Lessee), whether caused by the use or occupation of the Premises or the exploitation of the Business, or the products and services offered by the Lessee, or the fault or negligence of the Lessee or persons under the Lessee's control. Such insurance shall provide for one hundred percent **(100%)** replacement value coverage in the case of loss or damage relating to property. To this end, the Lessee shall subscribe for and maintain throughout the Term such appropriate insurance policies for damage to property and all-risks civil responsibility, the coverage limits of which will initially be for an amount of not less than TWO MILLION DOLLARS **(\$2,000,000.00)** per occurrence, and for such higher coverage amounts that the Lessor shall thereafter reasonably deem fit to impose from time to time.

10.2 **Business Interruption Insurance**

Throughout the Term, the Lessee shall, at the Lessee's expense, subscribe for and maintain business interruption insurance covering the full length of business interruption during which the Lessee is deprived of the exploitation of its Business in whole or in part or because of reduced levels. The waiting period before the coverage comes into play must be subject to the Lessor's reasonable prior written approval taking the amount of the premium payable by the Lessee into account and the nature of the included and excluded perils for the Business interruption, such waiting period shall not in any case exceed two **(2)** consecutive days.

10.3 **Additional Insured**

All insurance policies, which must be taken out by the Lessee shall be subscribed with reputable companies which are authorized to exercise their business in Canada and whose usual business include the insurance of such risks, naming as additional insured(s) and beneficiary(ies) the Lessor and, from time to time, any hypothecary creditor of the Lessor who has hypothecary or real rights on the Property, with the loss payable to said parties according to their respective interests. Such policies shall expressly stipulate that there shall be a \$NIL deductible in favour of the Lessor and such third party hypothecary creditors. Furthermore, such policies must contain a provision by which the insurers shall not be subrogated in the rights of the Lessee which the latter could have against the Lessor in relation to indemnities paid, so that, in case of loss, the insurers will have no recourse of any nature whatsoever either against the Lessor or against the Lessee. The insurer(s) of the Lessee shall be required to give the Lessor thirty **(30)** days advance written notice, in the event that any such policies are intended to be cancelled or suspended by the insurer(s), or that the amount of coverage and/or the included and excluded perils are intended to be reduced or modified by the insurer(s).

10.4 **Certificates of Insurance**



Within seven (7) days of signing this Lease, and thereafter before the expiration of any insurance policy held by the Lessee in conformity with this Lease, and without demand by the Lessor, the Lessee shall remit to the Lessor certificates of all applicable insurance policies that it holds and as required by this Lease, showing: (i) the requisite insurance coverage, (ii) the Lessor (and any registered hypothecary creditor of the Property) as additional insured, and (iii) that the Lessor owes a \$NIL deductible thereunder.

10.5 Premium Increase and Premium Payment

Should the nature of the Business increase the insurance premium on the Property, the Lessee shall pay to the Lessor as Additional Rent, the amount of such additional insurance premium upon demand by the Lessor with proof of increase. At any time, the Lessor may (but need not) pay any insurance premium due by the Lessee and charge the Lessee such amount plus interest with an administration fee of Fifteen Percent (15%), all as Additional Rent.

SECTION 11: RESPONSIBILITY

11.1 Lessor Exclusions

The Lessor shall under no circumstances whatsoever be responsible for any damages, claims, losses, liabilities whatsoever including, but without limitation, inconveniences, loss of enjoyment, lost profits, indirect damages, special damages or punitive damages, resulting from a defect or problem of any nature whatsoever in the Premises or any part thereof or any of its accessories or any other cause whatsoever. Without in any way limiting the generality of the foregoing the Lessor shall not be responsible for any damages, claims, losses, inconveniences, loss of enjoyment or lost profits resulting from the reduction or stoppage of heat, air-conditioning, lighting, electricity, energy, water, the functioning of plumbing, water, sewers, or any other service (including, without limitation, the collection and disposal of waste), the infiltration from any source or cause whatsoever, of vapor, water, snow, smoke, gas or any other matters or objects into the Premises, the condition or situation of wires, conduits, whether electrical or otherwise, the acts, omissions or negligence of co-lessees or other occupants, users or employees of the Lessor or of the Property, or of owners or occupants of adjacent or contiguous properties, damages or inconvenience caused by any repairs, modifications, ameliorations, additions or any changes in or about the Premises or the Property wherein the same are situated or of any property adjacent to or contiguous properties, damages or loss, theft or destruction resulting from or of the Property, the death or injury of any person including the Lessee whatever be the circumstances of such events. The foregoing are merely examples of non-responsibility on the part of the Lessor and shall in no way be construed as being limitative and it is further agreed that the Lessee shall have no claim and shall make no demand against the Lessor for any reason whatsoever, including a claim in return, reduction or abatement of rent or payment or reimbursement of other sums payable by the Lessee whether the basis for any of the said demand or claims be statutory, contractual or delictual or otherwise, the whole without limitation or reserve.

11.2 Indemnification of Lessor

The Lessee hereby undertakes to defend, indemnify and hold harmless the Lessor as well as the Lessor's elected officials, employees, agents and representatives, for all damages, losses, liabilities, responsibilities, actions and claims in capital and interest (including for judicial and extra-judicial costs) in the following cases:

- a) Losses or damages to the property of the Lessee, the Lessor (including the Property), any third party (including any sub-lessee and/or assignee) where the same result from the use or occupation of the Premises, the exploitation of the Business, the offering of any product or service by the Lessee, the fault or negligence of the Lessee or persons under the Lessee's control, the default of any provision of this Lease by the Lessee or for any peril which the Lessee is obliged by this Lease to insure against;
- b) Any and all injuries to all people including death at any time resulting or occurring in, on or about the Premises or resulting from the use or occupation of the Premises, the exploitation of the Business, the offering of any product or service by the Lessee, the fault or negligence of the Lessee or persons

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under the Lessee's control, the default of any provision of this Lease by the Lessee, or for any peril which the Lessee is obliged by this Lease to insure against;

- c) The default by the Lessee to fully and punctually comply with all the requirements, laws, by-laws, regulations or resolutions of any public or quasi-public authority having jurisdiction over the Premises or the Property, and of any and all requirements of all insurance companies with which the Premises, the Property or any of the contents contained in the Premises or the Property is or are insured, and/or of the norms of the Insurance Bureau of Canada.

The indemnifications provided for under this Lease shall subsist even after the expiry or sooner termination of this Lease including any Renewal. Without limiting the generality hereof, should the Lessor be made a party to a trial, claim, lawsuit or other proceeding for which the Lessee has hereby undertaken to indemnify the Lessor (collectively, "**Claim**"), the Lessee shall promptly pay the Claim in full to the exoneration of the Lessor; or the Lessee shall, at the Lessee's expense, support all the expenses of a defense in the name of the Lessor through an attorney named by the Lessor and subsequently to promptly satisfy on behalf of the Lessor, in full, any judgment, condemnation, decision rendered against the Lessor, or settlement agreement, and this in principal, interests, judicial and extra-judicial costs, the whole to the complete exoneration of the Lessor.

SECTION 12: DESTRUCTION

12.1 If the Premises be damaged or destroyed by fire, explosion, lighting or the elements or any other cause or agency whatsoever, the following provisions shall apply, except as superseded by the terms of Subsection 12.2:

- (a) If the damages or destruction are such that the Premises are totally uninhabitable, or if its use has become impossible or dangerous, and if in either case, the repairs undertaken with reasonable diligence cannot be made within one hundred and eighty **(180)** days from the date of their occurrence in the reasonable opinion of the Lessor (given to the Lessee in writing within thirty (30) days following the date of the damages or destruction), this Lease shall be cancelled from the date the damages or destruction would have occurred, and the Rent and all other amounts for which the Lessee is responsible in virtue of this Lease will be adjusted and paid as at the date of said damages or destruction.
- (b) If the damages or destruction are such that the Premises have become totally uninhabitable or their use has become impossible or dangerous, but in either case, if the repairs undertaken with reasonable diligence can be made within one hundred and eighty **(180)** days of their occurrence in the reasonable opinion of the Lessor (given to the Lessee in writing within thirty **(30)** days following the date of said damages or destruction) then this Lease shall remain in force but the Rent and all other amounts which the Lessee is responsible in virtue of this Lease shall be suspended during the period between the date when the damages occurred until the date when the Premises are repaired.
- (c) If in the opinion of the Lessor, the damages can be repaired within one hundred and eighty **(180)** days following the date of their occurrence and the nature of the damages permit the use of the Premises for the purposes for which they have been leased, and access has not been substantially impaired to any degree then if the Lessee opts to continue to operate from the Premises notwithstanding such damage, then the Rent, until said damages are repaired, will be reduced in proportion to the part of the Premises rendered unusable.

12.2 If the damages, whether partial or not, caused to the Property or to the Premises, whether by fire or by any other cause, are attributable to the fault and/or negligence of the Lessee or the Lessee's agents, employees, officers, guests, visitors or licensees, then, without prejudice to all the Lessor's other rights and recourses and without prejudice to the Lessor's insurers' rights of subrogation:

- (a) The Lessee shall be responsible for all costs and damages; and

- (b) The damages may be repaired subject to reasonable cost, and only to the condition they were in prior to the fire or other cause, by the Lessee (subject to the approval of the repair plan by the Lessor), failing which the Lessor shall be entitled to implement any and all repairs in the reasonable discretion of the Lessor at the Lessee's expense, which shall be charged to the Lessee, plus an administration fee of Fifteen Percent (**15%**), as Additional Rent; and
- (c) The Lessee shall not have the right to cancel this Lease; and
- (d) The Lessee shall not be entitled to any return, abatement or reduction of Rent or any other compensation or damages whatsoever;

SECTION 13: PREVENTION

- 13.1 The Lessee must install and maintain, at the Lessee's expense, fire prevention programs and equipment such as required by the insurance companies with which the Property or the Premises is insured or by the Canadian Fire Underwriters Association, or as required by City by-law or resolution, or by the fire departments having jurisdiction over the Premises, and the Lessee shall further install and maintain, at the Lessee's expense, upon the Premises fire prevention and detection equipment, including a sprinkler system as recommended by said companies or associations.

The Lessee shall furthermore install and maintain, at the Lessee's expense, reasonable intrusion, burglar, fire and flood monitoring and detection systems in the Canteen Premises.

The Lessee shall comply with the Lessor's fire prevention and other evacuation programs and policies and the Lessor, as well as the Lessor's invitees, guests, members, employees, etc. shall be entitled, in the Lessor's discretion, to use and access the Premises if deemed appropriate by the Lessor as part of an evacuation plan.

SECTION 14: ASSIGNMENT AND SUB-LEASE

- 14.1 The Lessee shall not have the right to assign or hypothecate its right in this Lease or to sublet the Premises, in whole or in part, without the prior written consent of the Lessor. An unauthorized assignment, hypothecation or sub-lease shall be void. In the event that the Lessee requests and obtains the Lessor's consent for the assignment, hypothecation or sublet, (i) the new lessee, hypothecary creditor, assignee or sub-lessee (as the case may be) shall intervene in writing in this Lease, and (ii) the Lessee shall nonetheless remain solidarily responsible for the complete execution of all the obligations of the new lessee, hypothecary creditor, assignee or sub-lessee (as the case may be) contained in this Lease in the same manner as if the said assignment, hypothecation or sublet never took place. In the event of a sub-lease or assignment, which provides for a rental or any other payment which exceeds the amount otherwise payable by the Lessee under this Lease, then the Lessor shall be entitled to the amounts due to it under this Lease plus any such excess. In the event that the Lessee desires to sublet and/or assign this Lease the Lessor shall have the option (but not the obligation) to terminate this Lease and relieve the Lessee from its obligations hereunder subject to the payment by the Lessee to the Lessor of a negotiated indemnity plus all reasonable expenses including the fees charged by the Lessor's attorneys in connection with said sub-lease or assignment and negotiating and closing an indemnity and release agreement between the Parties. Failing prompt agreement on the amount of the indemnity, the provisions of Section 16 shall apply.

SECTION 15: CHANGE OF CONTROL AND SALE OF BUSINESS, ETC.

- 15.1 The Lessee is prohibited from selling or otherwise assigning or transferring its stock or units so as to cause a change of control, or a substantial part of its assets outside of the ordinary course, whether pursuant to the bulk sale law or otherwise, without the Lessor's prior written consent.



For purposes of determining "control", the Lessee declares and warrants that its board of directors, voting shareholders, key men and senior officers are as follows, and only as follows, and shall remain as such throughout the Term subject to the foregoing:

Marco Trinchini
Paolo Schembre

SECTION 16: DEFAULTS

16.1 Grounds of Default

The following shall constitute grounds of material default of the Lessee under this Lease, regardless of the reason:

- (a) Failure to pay any amount to the Lessor when due in capital and/or interest;
- (b) Failure to continuously occupy the Premises for more than two **(2)** consecutive days during any anniversary year of the Term, or for more than three **(3)** periods of vacancy of more than two **(2)** consecutive days at any time during the Term, unless with the prior written consent of the Lessor during a period of Lessee Work, Lessee Improvement or Lessor Work where the Lessor confirms or advises by notice that the Premises is wholly or substantially uninhabitable;
- (c) Failure to continuously operate and/or market the Business according to the standards set under this Lease;
- (d) Failure to punctually and properly execute any other obligation imposed under this Lease;
- (e) The insolvency or bankruptcy or other like circumstance of the Lessee;
- (f) The assets of the Business or of the Lessee have been seized, attached or hypothecated by a creditor of the Business or of the Lessee;
- (g) The registration of a hypothec or other charge on or against the assets or profits of the Business (other than by the Lessee's bank in the ordinary course of business), the Premises and/or the Property, without the Lessee immediately discharging the same at the Lessee's expense;
- (h) The winding up or dissolution of the Lessee;
- (i) The amalgamation or merger of the Lessee;
- (j) The unauthorized rollover, sale, transfer or other assignment whatsoever of the Business or the assets of the Business;
- (k) The unauthorized sale, transfer or other assignment whatsoever of the assets and/or majority voting stock or units of the Lessee or other circumstance causing a change of control in respect of the Lessee;
- (l) The unauthorized assignment, hypothecation or sub-lease of this Lease;
- (m) The unauthorized sale, transfer or other assignment whatsoever of any of the voting shares or units held by any of the Guarantors except to the remaining Guarantors;
- (n) The death, insolvency or bankruptcy of any of the Guarantors without there being either (1.) a written agreement entered into with the Lessor compensating for this, or (2.) a written waiver of such agreement signed by the Lessor;
- (o) Actual or apparent misrepresentation, bad faith, fraud, theft or other subterfuge on the part of the Lessee or any Guarantor; or
- (p) Material breach of any of Lessee's obligations under this Lease.

16.2 Cure:

Where the default is capable of being cured, the Lessor shall send the Lessee a written notice stipulating the ground(s) of default and giving the Lessee seven **(7)** days to cure the default to the satisfaction of the Lessor.

16.3 Consequences of Default:

Where the Default is not capable of being cured, or the notice period stipulated in Subsection 16.2 has lapsed without the default having been cured to the satisfaction of the Lessor; and without prejudice to any other right or recourse of the Lessor under law, equity or contract, the Lessor shall have the following remedies, which shall be cumulative and not limitative or exhaustive, immediately and automatically, without the obligation of any further formality, delay, Rent abatement, liability, compensation or indemnity to the Lessee whatsoever:

- (a) To close and change the locks to the Premises;
- (b) To re-enter the Premises and re-let the Premises and to retain 100% of the revenue and profits associated with any such re-letting;
- (c) To confiscate, remove, retain, and/or sell and retain the proceeds of sale (in the discretion of the Lessor) the property of the Lessee or the Guarantor in or about the Premises or the Property;
- (d) To execute, at the expense of, and with the indemnification by the Lessee in favour of the Lessor, any obligation of the Lessee or the Guarantor under this Lease and to charge the same to the Lessee plus interest with an administration fee of Fifteen Percent **(15%)**;
- (e) To retain the Security Deposit;
- (f) To terminate this Lease, with reversion of all rights to the Lessor;
- (g) To require the payment in capital and interest of all sums due under this Lease without the benefit of any term for payment or otherwise, such that all such sums shall become immediately due and payable to the Lessor;
- (h) To exercise the Guarantee given by the Guarantor; and/or
- (i) To take all necessary collections and/or legal action to enforce or terminate this Lease (in the discretion of the Lessor) and/or the enforcement of the Guarantee against the Guarantor, including, without limitation, proceedings for specific enforcement, injunction and for other equitable remedies, in which case the Lessee and the Guarantor shall be responsible to pay the fees of any collection agencies and/or attorneys involved in the proceedings or other action, the resulting judicial costs, as well as the sums otherwise due under this Lease.

The Lessee hereby indemnifies and holds harmless the Lessor in capital, interest and all damages, including judicial and extra-judicial costs, where the Lessor erroneously retains or sells (and keeps the proceeds of sale) of any third party property on, in or about the Premises.

SECTION 17: TOLERANCE

- 17.1 No provisions of this Lease shall be deemed waived by the Lessor, or default of the Lessee deemed excused by the Lessor, except by the Lessor's written consent to that effect and the Lessor's tolerance of any default of the Lessee including, but not limited, the cashing or deposit of any payment for less than the sum due in capital and interest, shall not be deemed as a waiver of the Lessee's default either at the time or for the future and the Lessor shall have the right to do whatever may be considered necessary or appropriate to enforce its rights notwithstanding any such tolerance or indulgence by the Lessor.

SECTION 18: EXPIRY OR TERMINATION

18.1 Surrender

All rights hereunder granted to the Lessee shall immediately and automatically revert to the Lessor without any formality upon expiry (without Renewal) or sooner termination of this Lease. Upon expiry or sooner termination of this Lease, the Lessee shall, at the Lessee's expense, peaceably surrender and yield to the Lessor all Lessor-owned property, as well as the Premises empty of all of the Lessee's property and the Guarantor's property save and except for such Lessee Work and such Lessee Repairs and Improvements that cannot be removed without causing damage beyond minor surface damage that is readily repairable, the whole as determined solely by the Lessor. The Premises and the Lessee Work and the Lessee Repairs and Improvements that must remain, shall be transferred and assigned immediately and automatically by operation of this Section 18 to the Lessor, free and clear, in absolute ownership, in good repair and condition, normal wear and tear excepted, without any formality or compensation to the Lessee. Furthermore, the Lessee shall immediately assign and deliver all relevant manufacture, distributor and installer warranties to the Lessor in connection herewith.

Where the Lessee's property, the Lessee Work and the Lessee Repairs and Improvements are removable without causing any damage or with just minor surface damage that is readily repairable, the Lessee shall remove them from the Premises at the Lessee's expense. Damages thereafter found anywhere in the Premises will be presumed to have been caused by the Lessee or by the

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removal of same and shall be promptly repaired by the Lessee to the Lessor's reasonable satisfaction and at the Lessee's expense. The Lessee and the Lessor shall conduct a joint inspection of the Premises and a written report describing all damages with photographs shall be made by the Lessor. The opinion of the Lessor with respect to such damages shall be final and binding.

The Lessee shall commit no act or omission or make any verbal or written statement that will undermine the Lessor's ability to re-let the Premises or to sell the Property. The Lessor shall be entitled to injunctive relief at the expense of the Lessee and to claim from the Lessee the full amount of lost revenues and opportunities and other direct or indirect damages, foreseen and foreseeable, unforeseen and unforeseeable, in the event that the Lessee violates this provision.

The Lessee shall be responsible for all damages to any other property of the Lessor and of any third parties (and this to the exoneration of the Lessor) occasioned by the Lessee's quittance of the Premises.

SECTION 19: LESSOR ACCESS

19.1 Re-Letting

During the last six **(6)** months of the Term, the Lessee shall allow any person accompanied by the Lessor to visit the Premises during normal business hours to market the Premises for potential re-letting and the Lessee shall allow reasonable notice of any proposed re-letting (the number, size and form of such notice(s) to be in the discretion of the Lessor) to be placarded and placed on, within or about the Premises during the said six **(6)** months.

19.2 Promotion and Sale:

Throughout the Term during normal business hours, the Lessee shall allow the Lessor and any person accompanied by the Lessor access to the Premises for any purpose of the Lessor including, without limitation, the promotion of the Property and its services generally, the sale of the Property or otherwise. In the case of the proposed sale of the Property, the provisions of Subsection 20.2 relating to notices shall apply hereto *mutatis mutandis*.

SECTION 20: GENERAL PROVISIONS

20.1 Council Resolution

This Lease is subject to approval by City Council resolution.

20.2 Notices and Consents

All notices, requests for consent or approval by the Lessee, and responses by the Lessor to requests for consent or approval, shall be given in writing in advance of the intended or proposed action. Except for notices of default, renewal, non-renewal, rent increase and/or termination, notices may be delivered to the other party either via email, facsimile or personal delivery.

Notices of default, renewal, non-renewal, rent increase or termination may be given as per the above, with the original to follow promptly by hand delivery or by courier.

Unless the contact information of the Lessor is changed in accordance herewith, notices and requests for approval addressed to the Lessor shall be given as follows:

City of Cote Saint-Luc
Attention: Associate General Counsel
5801 Cavendish Blvd., 2nd Floor
Cote Saint-Luc, QC H4W 3C3

Email: CBell@CoteSaintLuc.org
Fax: 514-485-6963

Unless the contact information of the Lessee is changed in accordance herewith, notices and responses to requests for approval addressed to the Lessee shall be



given to the Lessee at the address indicated on Page 1 hereof (in the description of the parties) to:

Attention: Marco Trinchini
Email: marco_trinchini@sympatico.ca.

Unless the contact information of the Guarantor (defined below) is changed in accordance herewith, notices addressed to any or all Guarantor shall be given, and deemed received by each and every Guarantor if given to the following Guarantor as agent for every Guarantor:

Attention: Marco Trinchini
Email: marco_trinchini@sympatico.ca.

For clarity, delivery of any notice to Marco Trachini in the manner provided above shall constitute delivery to each representative of the Lessee as well as to each Guarantor.

20.3 **Election of Domicile**

Unless and until Lessees notifies Lessor in writing of a change of address, all notices to the Parties shall be delivered to the addresses set out in the description of the Parties, on Page 1 of this Lease.

20.4 **Choice of Law**

The Parties hereby elect the laws of the Province of Quebec and Canada (to the extent that each may apply) to apply to the interpretation, application and enforcement of this Lease and any disputes arising in connection therewith, without any regard to choice of law provisions that might otherwise be applicable.

20.5 **Choice of Jurisdiction**

The Lessee hereby consents to the jurisdiction of the courts in Province of Quebec, District of Montreal, for all disputes arising between the Parties concerning all matters connected to this Lease (including the Guarantee). Notwithstanding the foregoing, the Parties shall use their good faith efforts to try to resolve all disputes amicably as a first resort.

20.6 **Subordination**

This Lease and the rights and obligations of the Lessee will be subordinated and subject to all hypothecs and all other real rights affecting the Premises or the Property or attorned to any assignee of the Lessor. If required by the Lessor, the Lessee shall from time to time submit to the Lessor's request and do whatever is necessary in order to have its rights in virtue of this Lease subordinated or attorned to such creditors or assignees of the Lessor. No attempt at subordination or attornment by the Lessee shall be valid on the Lessor unless consented to in writing in advance by the Lessor.

20.7 **Government Regulations**

The Lessee shall, at the Lessee's expense, at all times, promptly observe and conform to all statutes, law, ordinances, demand, decrees, directives, regulations, rules, by-laws and resolutions, present and future, from all public and quasi-public authorities having jurisdiction over the Premises and the Property, as well as of all insurance companies insuring the Premises and of the Insurance Bureau of Canada and of all other bodies and organizations exercising similar functions whether in relation to the Premises, the condition and maintenance of same, the objects and equipment therein contained or with respect to the use or occupation of the Premises or of the operation of the Business, in the same manner and to the same extent as if the Lessee was the owner and occupant of the Premises.

20.8 **Lessor Rules**

The Lessor shall have the right at all times during the Term to make, amend, repeal and replace reasonable rules and regulations with respect to the use and occupation of the Premises by the Lessee and by other users or lessees of the Property, and the Lessee undertakes to fully and punctually conform to all such rules and regulations failing which the Lessee shall be considered in default under this Lease.

20.9 **Lessor's Hypothec**

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The Lessee undertakes to bring into and maintain in the Premises at all times during the Term a sufficient quantity of movables, furniture, fixtures, stock, and other effects (collectively, "**Movables**") to secure the payment of the Rent, all other charges and sums due or which may become due, and for the fulfillment of all the other terms and conditions of this Lease, and this for at least twelve **(12)** months. The Lessee acknowledges that all Movables situated in the Premises, whether the Lessee be the owner or not and withstanding any usage or law to the contrary, will be subject to a hypothec in favour of the Lessor, to guarantee the payment of the Rent and all other charges and sums due or which may become due and for the fulfillment of all of the other terms and conditions of this Lease, and the Lessee hereby indemnifies the Lessor for any claim of ownership or other higher right or claim (including a third party hypothecary right) to any such Movables. The Lessee shall not, under any circumstances whatsoever, grant any lien, mortgage, hypothec or in any other manner charge or encumber the Movables, all of which shall, at all times be and remain free and clear, subject to the Lessor's prior written consent to the contrary.

20.10 **Preamble and Annexes**

The Preamble and annexes hereto form an integral part of this Lease by this reference and as if recited at length herein.

Without limiting the generality of the foregoing, the following annexes are included in this Lease:

Annex A: Plans of Property and Premises prepared by Serge Rioux, Engineering Division, City of Côte Saint-Luc, dated 2011-09-02.

Annex B: Plan of the outdoor pylon (for exterior signage).

Annex C: Quote of Pomerleau Inc. for the new Café Premises Takeout Window.

Annex D: Quote of Pomerleau Inc. for the new Takeout Eating Area (and fencing)

20.11 **Entire Agreement**

This Lease constitutes the entire agreement between the Parties in connection with the subject matter hereof, the Lessor having not made any representations or warranties, express or implied, to the Lessee except as expressly stipulated in this Lease.

20.22 **Assignment and Sale**

The Lessor shall have the right to transfer its rights in this Lease pursuant to the sale or other transfer of the Property or otherwise, and the obligations of the Lessor in virtue of this Lease will thereby be extinguished upon the said assignment, transfer or sale. The Lessor shall provide the Lessee notice of any such assignment, transfer or sale.

20.23 **Expropriation**

If the Property is in whole or in part, condemned, expropriated or required in any manner for public or para-public utility, the Lessor may, at its option, cancel this Lease in whole or in part upon written notice to the Lessee stipulating the date upon which this Lease or the portion thereof shall end and the portion of the Lease affected thereby (if less than the whole). The Lessor shall not in any way be held liable for any damages that the Lessee may suffer as a result thereof. If less than the whole of this Lease will be ended as a result then the Rent shall abate proportionately to the portion of the Lease so condemned, expropriated, etc. The abatement or termination of the Lessee's obligations (as the case may be) shall be solely to the extent and as of the date stipulated in the Lessor's notice.

20.24 **Interpretation**

In this Lease, as the context requires, the singular shall include the plural (and vice versa) and the masculine shall include the feminine and neuter genders (and vice versa).

Captions appearing in this Lease have been inserted for reference only and shall

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not be considered when interpreting this Lease.

All of the terms of this Lease have been fully negotiated and agreed to between the Parties. The Lessee declares that it has either been represented by legal counsel or has waived the need for same. The Party that has drafted this Lease shall not be considered when interpreting this Lease.

20.25 **Plurality of Parties**

If two (2) or more parties sign as Lessees and/or Guarantors, all of said persons shall be solidarily responsible for the execution of the obligations of the Lessee and of each other under this Lease as if each of them was originally the named Lessee, each hereby waiving the benefits of division and discussion.

20.26 **References**

Each Guarantor shall provide bank and other references to the Lessor prior to the execution of this Lease as required under the Offer to Lease entered into prior to this Lease.

20.27 **Discounts**

The Lessee shall offer a discount for the Lessor's on meals or catering provided to Council meetings, committee meetings and the like.

20.28 **Counterparts**

This Lease may be signed in counterparts and delivered to the Parties via email or facsimile. Delivery of this Lease and each Renewal Amendment to Marco Trachini via email shall constitute delivery to each representative of the Lessee as well as to each Guarantor. Each such counterpart in its delivered form shall be deemed an original and all such counterparts taken together shall constitute one and the same Lease executed by the Parties.

20.29 **Modifications and Waivers**

This Lease including the Guarantee shall not be modified or amended unless pursuant to a written document signed by all the Parties. No waiver of any right, benefit or privilege shall be considered valid unless expressed in writing and signed by the waiving party.

20.30 **Validity**

The invalidity of any provision or obligation of this Lease shall not affect or invalidate the remainder thereof, which will continue to be applicable and enforceable. Rather than reading out any such invalid provision or obligation, a court having jurisdiction shall read it down to a legally enforceable scope.

20.31 **Ownership**

Nothing herein shall transfer any right of ownership or otherwise to the Lessee in respect of any Lessor property including, without limitation, the Property, the Premises or intellectual property of the Lessor. The Lessee's rights are strictly limited to the leased rights granted hereunder. The Lessee shall not contest or register or attempt to register any ownership, hypothecary or other rights or encumbrances against any property of the Lessor including, without limitation, the Property, the Premises, or intellectual property.

Each and every use of the Lessor's property including, without limitation, the Property, the Premises and intellectual property shall enure strictly and solely to the benefit of the Lessor, apart from the revenues and profits derived from the Lessee's operation of the Business (subject to payment of the Rent by the Lessee as well of other amounts contemplated hereunder).

20.32 **Confidentiality**

The Lessee shall not disclose, use or benefit from, directly or indirectly, any confidential information or trade secrets of the Lessor, without the Lessor's prior written consent.

20.33 **Successors**

This Agreement shall bind and enure in favour of the Parties as well as their respective heirs, successors, assigns, trustees, executors and legal representatives.

20.34 **Currency**

All amounts and sums of money due or stipulated hereunder shall be payable in lawful Canadian currency.

20.35 **Agency**

The relationship of the parties is one of independent contractor only and the Lessee is given no authority to bind the Lessor in any manner. No relationship of agency, partnership or joint ventureship shall be construed by any provision of this Lease.

20.36 **Further Documents**

At any time, the Lessor may require the Lessee to sign such further documents in order to give full effect hereto. In such case, the Lessee shall promptly sign such documents and deliver them to the Lessor at the Lessee's expense.

20.37 **Language**

The undersigned acknowledge that they have requested and are satisfied that the foregoing be drawn up in English; Les soussignés reconnaissent qu'ils ont exigé que ce qui précède soit rédigé en anglais et s'en déclarent satisfaits.

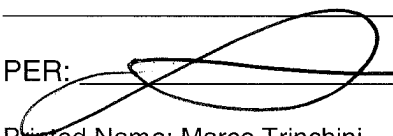
IN WITNESS WHEREOF, THE PARTIES HAVE SIGNED THROUGH THEIR AUTHORIZED REPRESENTATIVES TO TAKE EFFECT ON THE DATE AND THE PLACE FIRST MENTIONED.


The LESSOR:

THE CITY OF CÔTE SAINT-LUC

Per: _____
Cheri Bell, Associate General Counsel

The LESSEE:

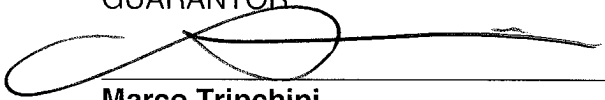
_____ (insert full legal name)
PER:  6/9/2011
Printed Name: Marco Trinchini
Title: VP SALES

AND PER:  6/9/11
Printed Name: Paolo Schembre
Title: _____

PERSONAL GUARANTEE ("GUARANTEE")

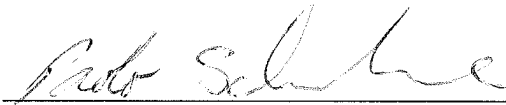
Each of the undersigned ^{two (2)} ~~four (4)~~ representatives of the Lessee (individually and collectively, "**Guarantor**") signing this Lease hereby declare that they are the sole shareholders and directors of the Lessee. Furthermore, each Guarantor hereby agrees to guarantee the full and proper execution of each and every undertaking, covenant, obligation, representation and warranty of the Lessee throughout the Term as if he was the Lessee, and this on a solidary basis both with each other and with the Lessee, and without any benefits of division or discussion, at all times to an amount equal to 6 months' Base Rent, equivalent, during the Initial Term to Nine Thousand Dollars (**\$9,000.00**) and to such higher amount (if such is the case) during the Renewal Term. Each Guarantor declares that he has read, understood and accepted the terms of this Guarantee as well as the terms of this Lease and declares that he has consulted legal counsel or has waived the need to do so.

GUARANTOR:



Marco Trinchini

6/9/2011

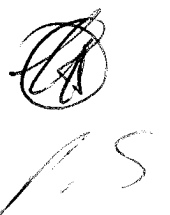


Paolo Schembre

6/9/2011



ANNEX “A” – PLANS OF PROPERTY AND PREMISES

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***ANNEX “B” – PLANS OF OUTDOOR FRONT PYLON (FOR EXTERIOR
SIGNAGE)***

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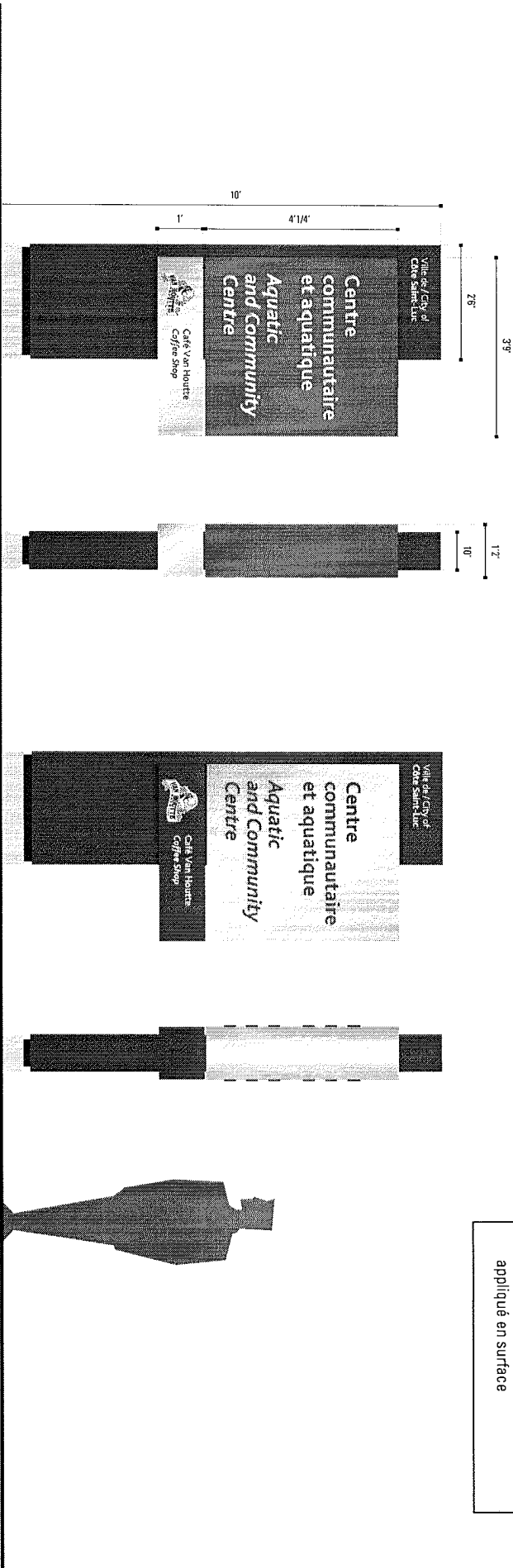
AGRANDISSEMENT / ENLARGEMENT

IDENTIFICATION	
N°	DATE
VILLE: Côte Saint-Luc	
Société de Régulation / Régulation Climat	
5001 rue Comptoir Inc. Côte Saint-Luc, Qc H4W 2C1	
Tél: (514) 485-8800 / Fax: (514) 485-8808	
CANTINE/CAFÉ PROJECT	
CENTRE RECREATIF	
CCA - ACC	
"ANNEX A"	
ÉCHÉLONNÉ: 1/100	DATE: 2011-08-02
REVISÉ/REVISED BY: Simon Thériault	DATE: 2011-08-02
APPROUVÉ/APPROVED BY: Claude Gauthier	DATE: 2011-08-02

SIGNALISATION EXTÉRIEURE

PYLÔNE À L'ENTRÉE

Échelle 1 : 25



ANNEX “C” – QUOTATION FOR CAFÉ PREMISES TAKEOUT WINDOW

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RBQ 2743-1162-70

CENTRE AQUATIQUE CÔTE ST-LUC

EC-0059

Ajout d'une fenêtre pour comptoir à emporter secteur café

DESCRIPTION	MONTANT
Démolition + ragréage du mur extérieur	1 764,10 \$
Fournir, installer nouvelle fenêtre	2 632,20 \$
Travaux de montants métalliques, ragréage mur de gypse	1 121,25 \$
Travaux de démolition intérieur	1 120,00 \$
Travaux de peinture	500,00 \$
Travaux de ragréage (étanchéité, isolation)	1 470,00 \$
Protection des lieux et élimination des déchets	2 500,00 \$
Frais de surintendance Pomerleau	2 000,00 \$
COÛT	13 107,55 \$
ADMINISTRATION (10%)	1 310,76 \$
COÛT TOTAL	14 418,31 \$


A.S

ANNEX “D” – QUOTATION FOR TAKEOUT EATING AREA

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RBQ 2743-1162-70

CENTRE AQUATIQUE CÔTE ST-LUC

EC-0056

Aménagement extérieur secteur terrasse arrière

DESCRIPTION		MONTANT
TRAVAUX D'AMÉNAGEMENT PAYSAGER		3 000,00 \$
TRAVAUX DE DÉMOLITION ET INSTALLATION CLÔTURE		4 448,59 \$
FRAIS DE SURINTENDANCE POMERLEAU		1 000,00 \$
COÛT		8 448,59 \$
ADMINISTRATION (10%)		844,86 \$
COÛT TOTAL		9 293,45 \$


15



1.5

09/12/2011

**SHORT TERM COMMERCIAL LEASE OF IMMOVEABLE PROPERTY DATED
AUGUST _____, 2011 ("Lease").**

BY AND BETWEEN: **The City of Côte Saint-Luc**, herein represented by its Associate General Counsel, duly authorized, hereinafter referred to as the "**LESSOR**";

AND: **Les Cours Marc Chagall Inc.**, a body politic and corporate having its head office and principal place of business at 1550, de Maisonneuve Blvd. West, Suite 1111, Montreal Quebec, H3G 1N2, herein represented by David Brown and Gerald Issenman, its duly authorized representatives as they so declare, hereinafter referred to as "**CMC**" or "**LESSEE**",

Lessee GST # _____

Lessee QST # _____

The above-described being sometimes collectively referred to as the "**PARTIES**"

SECTION 1 : PROPERTY

1.1 Property

The Lessor hereby leases unto the Lessee, hereto present and accepting the immoveable lot ("**Property**") described in the Plan annexed hereto as Annex A.

1.2 Condition

The Lessee declares being content and completely satisfied with Property after having and carefully examined same. The Lessee hereby accepts the Property in "as-is/where-is" conditions without any guarantee by the Lessor whatsoever, whether express or implied, legal or contractual, oral or written, including, without limitation, any warranty as to accuracy of its dimensions, its merchantability, its fitness for a particular purpose or its freedom from latent or patent defects. The Lessee acknowledges that it shall exploit the Property for the Use (defined in subsection 3.1) at its own sole risk and peril.

1.3 The Lessee declares and warrants to be the published and beneficial owner of that certain parcel of land adjacent to the Property, known and designated as Lot numbers 4 520 948 and 1 560 592 of the Cadastre of Quebec, registration division of Montreal.

SECTION 2 : TERM

2.1 Term

The term of this lease shall commence immediately upon public adoption of this Lease by the Cote Saint-Luc City Council (which shall only occur after signature of this Lease by the Lessee and the Guarantor) ("**Commencement Date**") and shall expire on June 30, 2012, ("**Term**") unless the parties agree in writing to extend the Term on a month to month basis.

2.2 Tacit Renewal

There shall be no tacit renewal of this Lease. In the event that the Lessee remains in possession of the Property or any portion thereof after the expiry or sooner termination of the Term, without the mutual execution and delivery of a written extension agreement, the Lessee shall be deemed to be occupying the entire Property on a month to month basis at a monthly rental equivalent to the then current monthly Rent (defined in Subsection 5.1), of the last year of this Lease plus One Hundred Percent (**100%**), without any proportional calculation or reduction for a fraction of a month or the fraction of the Property actually dispossessed by the Lessee, the whole subject to all other provisions of this Lease, and without prejudice to and under reserve of all of the other rights and recourses of the Lessor to claim from the Lessee all losses and damages resulting from the Lessee's conduct in continuing to occupy the Property.

SECTION 3 : USE AND WORK HOURS

3.1 Use

Subject to Section 4, throughout the Term, the Lessee shall, at the Lessee's risk and expense, occupy and use the Property as follows (the "**Use**") and for no other uses or businesses:

- To build a temporary road thereon in order to:
 - To access the Lessee's proposed construction project known to the parties as the Marc Chagall townhouse project ("**Project**"), since there is no other access points thereto; and
 - To transport construction materials and equipment to the Project.
 - To construct those certain temporary structures as outlined in section 6 herein

3.2 Lessee's Undertakings:

- The Use and all accessories thereto whether or not contemplated expressly under this Lease shall at all times be conducted by the Lessee at the Lessee's sole expense including, without limitation, locked fencing to completely fence in and secure the area of the Property.
- The Lessee shall use its best efforts to minimize the noise, construction filth and residue, interference with the flow of traffic, interference with the safety and enjoyment of the residents and other members of the public (collectively, "**Fallout**"), and shall take daily measures to control the Fallout from the Lessee's Use.
- The Lessee shall pay for any signage or other traffic-calming or re-direction or public safety measures directed by the City to be implemented from time to time including detour and other traffic re-direction or public safety signs.
- The Lessee, its employees, agents, contractors and subcontractors shall comply with all directions, instructions and requests of the Lessor or any officer, agent or employee of the Lessor on any matter whatsoever.
- Neither the Lessor, nor any officer, employee or agent of the Lessor shall be responsible for any lost, stolen, damaged or destroyed property of the Lessee or of any officer, employee, agent contractor or sub-contractor of the Lessee, regardless of the value or the foreseeability of same.
- Prior to the commencement of any work relating to the Use, the Lessee shall obtain from the Lessor the requisite permit(s) and pay the associated sums of money related thereto. In addition the Lessee shall pay to the Lessor a damage deposit totaling \$15,000.00 ("**Damage Deposit**"). For clarity and subject to Paragraph 14.2, the Damage Deposit shall be retained by the Lessor as security both for any damages to the Property caused during the Term (which shall be presumed to be as a result of the Lessee's fault) and for the due fulfillment of the Lessee's obligations, undertakings and guarantees pursuant to this Lease.
- To execute a servitude amendment and partial cancellation on the one hand (see Surveyor Plan of Vital Roy surveyor, under his minute 35497 stamped August 18, 2011, and a servitude creating a new servitude in favour of the Lessor (see Surveyor Plan of Vital Roy surveyor, under his minute 35481 stamped August 18, 2011 and to procure the registration of both of same at the Lessee's expense, in accordance with those 2 certain plans identified above and annexed hereto, and to hold the Lessor harmless and renounce to all claims, whereof QUITTANCE, for the obligation to execute and establish said servitude.

3.3 Lessor's Acknowledgements:

Subject to the provisions of this Lease, the Lessee may access the Property and transport construction vehicles, construction equipment and construction materials on, through or about the Property, the whole at the Lessee's sole risks and peril.

3.4 Work Hours

That pursuant to City of Cote Saint-Luc ("**City**") By-Law no. 2059, the Lessee shall be prohibited from carrying out the Use and all related construction, re-construction, alteration or repairing of any building or structure, between the

hours of 9 o'clock in the evening and 9 o'clock in the morning on Saturdays, Sundays and statutory holidays; and between 9 o'clock in the evening and 7 o'clock in the morning on all other days.

3.5 **Non-exclusivity**

This Lease is non-exclusive as to the Lessee. Furthermore, the Lessee shall not prevent the Lessor or any of the employees, agents or officers of the Lessor from accessing the Property to verify that the Lessee is strictly complying with this Lease, to access the Property for its own purposes, or to supervise the work being conducted by or for the Lessee should the Lessor desire to so supervise in the Lessor's sole discretion.

3.6 **Lessee Compliance**

The Lessee warrants that throughout the Term, it is and will continue to: (i) be in good standing as a legal person; (ii) be permitted to use the Property for the Use in virtue of its own corporate by-laws as well as all laws, regulations, by-laws, and resolutions of any governing public authority having jurisdiction over the Lessee, the Business and/or the Property (collectively, "**Laws**"); (iii) be in compliance with its other present and future agreements with the Lessor and with third parties; and (iv) comply with all Laws including, without limitation, those relating to construction and zoning. Furthermore, the Lessee will have and continue to have all necessary operating and building permits in force.

Except as otherwise provided herein, the Lessor shall not, under any circumstances whatsoever be liable for any damages or anything else should the Lessee be legally prevented from carrying out the Use at any time, and nor shall the Lessee be relieved of its obligation to pay the Rent or to fulfill any of its other obligations hereunder should the Lessee be legally prevented from carrying out the Use at any time for any duration and for any reason.

3.7 **Peaceable Enjoyment**

Provided the Lessee is not in default under this Lease, the Lessor shall give the Lessee peaceable enjoyment of the Property throughout the Term.

SECTION 4: MAINTENANCE, RESTORATION AND REPAIRS

4.1 **Restoration**

Prior to the expiry of the Lease, the Lessee shall, at the Lessee's expense, restore, the Property to an impeccable and excellent condition and state of functionality and repair, that is at least as good as, if not better, than the condition of the Property prior to this Lease, as would a diligent owner. Without limiting the generality of the foregoing and, subject to Subsection 4.2, the Lessee shall de-construct the temporary road and shall repair all damages and restore (via acceptable techniques for repair, failing which via acceptable techniques for replacement): the pipes, sewers, sleeving, conduits, sidewalks, streets, asphalt, concrete, etc., and shall furthermore replant or replace all damaged or destroyed, grass, trees, shrubbery and flowers.

Furthermore, the Lessee shall, at the Lessee's expense, remove all garbage, detritus, dumped construction waste and materials (including, without limitation, earth, mud, gravel, rubble, etc.).

4.2 **Plans and Approval**

The Lessee shall not undertake any restoration, replacement, repair, maintenance, modification, addition, amelioration, alteration or improvement, whether the same be structural or not (collectively, "**Lessee Work**"), in, to, on or about the Property without the prior written consent of the Lessor to the plans and specifications proposed by the Lessee for such Lessee Work, and to the contractor(s) whom the Lessee proposes to carry out the Lessee Work. Once accepted by the Lessor, the Lessee Work shall be carried out in strict compliance with the Lessor-approved plans and specifications as well as with all Laws governing the Property including, but with limitation, the laws of the City; as well as in strict compliance with the requirements of the insurers of the Property and any applicable norms of the Insurance Bureau of Canada. Furthermore, the Lessee Work shall be carried out which meet or exceed the rules, norms and

techniques of art applicable at the time of the proposed Lessee Work using the highest quality parts, materials, and labour.

4.3 **Pace of Work**

All authorized work relating to the Lessee Work shall be carried out with reasonable dispatch and it is understood that the value of the Properties shall not, as a result of any such Lessee Work be less than the value of the Property before the commencement of such Lessee Work. Moreover, the provisions of this Lease relating to the obligation of the Lessee to use its best efforts to minimize Fallout shall apply to the Lessee Work *mutatis mutandis*.

4.4 **Lessor Acceptance:**

Prior to expiry of this Lease, and at the stages of substantial and final completion of the Lessee Work, the Lessor (through the Lessor's employee(s), agent(s) and/or contractor(s)) shall inspect the Lessee Work for quality assurance purposes. The Lessor shall, at the time of inspection, prepare a detailed written report identifying all visible deficiencies. The Lessee shall, at the Lessee's expense, promptly correct any and all deficiencies reported by the Lessor. The acceptance by the Lessor of all or part of the Lessee Work during any such stage shall not release or exonerate the Lessee for any defects, deficiencies or other damages, whether relating to the techniques used, the quality and selection of the workmanship (labour), parts, materials or otherwise, be they visible or non-visible. The Lessee shall remain liable for all contractual and legal guarantees for the longer of five **(5)** years and the period allowable by law.

4.5 **Lessor Costs**

The Lessee shall pay the Lessor's costs incurred to approve the aforesaid plans and specifications, to supervise (should the Lessor desire to so supervise) the execution of both the Lessee Work and the Lessee Work including, without limitation, the engagement by the Lessor of any contractors or professionals (apart from the Lessor's employees) to approve, supervise or execute any of the same.

4.6 **Lessee Insurance and Bond**

The Lessee shall take out and maintain for the duration of the work relating to the Lessee Work, and this with reputable insurance companies, insurance for damages to property with 100% replacement value, and for all-risks liability insurance and for indemnification of accidents relating to all the workers carrying out the Lessee Work, as well as occupational hazards insurance applying to all persons employed in relation to such Lessee Improvements. The coverage of each such insurance must be a minimum of Two Million Dollars **(\$2,000,000.00)** per incident or such greater amount as reasonably required by the Lessor at the time, and shall name the Lessor as an additional insured, and provide for no subrogation as against the Lessor and a \$Nil deductible payable by the Lessor. The Lessee must deliver the Lessor the certificate(s) of insurance prior to commencing the Lessee Work.

The Lessee shall (or shall cause its contractor to) provide the Lessor with a performance bond for at 100% of the cost of the Lessee Work in respect of all associated labour, techniques, products, parts, and materials.

4.7 **Hypothecs and Liens**

The Lessee shall not permit any professional supplier, contractor, subcontractor or employee, from having or registering any statutory, contractual or other hypothec or lien against the Property or any part thereof, or against any property of the Lessee or any third party contained on or about the Property. The Lessee must promptly pay all sums of money when due in relation to the carrying out of the Lessee Work, or otherwise. The Lessee shall obtain, for the behalf of the Lessor, proof of waiver of hypothecs and liens by such professionals, suppliers, contractors, subcontractors and employees and proof that the Lessee and its contractors and subcontractors are in compliance with the CSST laws in force at the time. Furthermore, within seven **(7)** days of the Commencement Date, the Lessee shall provide the Lessor with written proof that the Lessee is in compliance with the CSST laws in force at that time with respect to its own employees. Any "denunciation" or registration, or attempt at registering, a hypothec against the Property or any other property of the Lessor shall be void as against the Lessor and the Lessee shall, at the Lessee's expense, immediately obtain the discharge of such hypothec.

4.8 **Default**

Default by the Lessee hereunder shall permit the Lessor to exercise any of the following remedies without any notice, opportunity to cure or other formality, on the one hand; and with any rent return, abatement or reduction or other damages or compensation to the Lessee on the other hand: (i) stoppage of all work, (ii) retention of the Damage Deposit as partial liquidated damages; (iii) enforcement of the performance bond; (iv) engagement of its own contractors (whether by tender or otherwise) to perform the Lessee Work at the Lessee's expense, and/or (v) termination of this Lease. The provisions of Section 12 shall apply hereto *mutatis mutandis*. This Subsection 4.8 shall be in addition to and not in lieu of the provisions of Section 12.

4.9 **Additional Costs**

The Lessee shall immediately pay to the Lessor, all sums in connection with this Section 4 for insurance premiums, hypothec or lien contestation and radiation, or otherwise, plus judicial costs and attorneys fees, interest, with an administration fee of Fifteen Percent **(15%)**, all as Additional Rent (defined in Subsection 5.3).

4.10 **Access, Inspection and Supervision**

The Lessor or any of its employees, contractors, representatives or agents shall, at all times, have the right to examine the state of maintenance, repair, condition and order of the Property, and to verify whether the Lessee is adequately executing its obligations in virtue of this Lease. The Lessor shall have the right to notify and require the Lessee to effect certain works, maintenance or repairs that the Lessor reasonably judges to be necessary following its said inspection. The failure of the Lessor to inspect or to give said notice shall not free the Lessee of any of its obligations, undertaking or guarantees under this Lease. No provision of this Lease shall be interpreted in a manner to require the Lessor to make any repairs or any works of any nature to the Property, however, the Lessor shall have the right at all times to make urgent or other repairs without notice to the Lessee and, provided the repairs were an obligation of the Lessee, to claim the costs of same with an administration fee of Fifteen Percent **(15%)** from the Lessee as Additional Rent.

SECTION 5 : RENT AND PAYMENTS

5.1 **Rent**

This Lease is made in and for consideration of the payment by the Lessee to the Lessor of the following base rent ("**Base Rent**", as furthermore defined in Subsection 5.2), additional rent ("**Additional Rent**" as furthermore defined in Subsection 5.3) plus GST and QST and/or other then applicable taxes, as and when due, without duplication, without any grace period, and which the Lessee undertakes and obliges to pay to the Lessor in equal and consecutive monthly payments (the Base Rent and Additional Rent shall sometimes be collectively referred to as the, "**Rent**").

The Rent is payable in advance on the first day of every month of the Term. Moreover, with and upon signature, the Lessee undertakes to furnish the Lessor with eleven **(11)** post-dated cheques for the Rent.

5.2 **Base Rent**

The Base Rent during the Term is **\$500.00/month** plus applicable taxes (at this time being GST of 5% grossed up by QST of 8.5%).

5.3 **Additional Rent**

Whether or not stipulated as such, any amount due to the Lessor or to third parties hereunder by the Lessee that are not paid by the Lessee when due, may (but need not) be paid by the Lessor and charged to the Lessee with interest (and, if applicable in the case of taxes due, any outstanding penalties), and administration fee of Fifteen Percent **(15%)** as Additional Rent.

5.4 **Snow Removal**

The Lessee shall, at the Lessee's expense, carry out the snow removal on the Property.

5.5 **Waste Sorting, Containment and Placement**

The Lessee shall, at the Lessee's expense, carry out the waste sorting, containment and placement in accordance with City By-law 2302.

5.6 Taxes

- 5.6.1 Even if not expressly stipulated herein, all payments due hereunder by the Lessee shall include all applicable taxes including GST, QST and any and all replacement or additional taxes thereto, at their then applicable rates.

5.7 Interest

The Rent and all other sums due hereunder by the Lessee, which if not paid when due, shall bear annual interest at the rate of the greater of either Twelve Percent (**12%**) per annum or the then prime rate charged by the Royal Bank of Canada plus Two Percent (**2%**); calculated on an annual basis and compounded daily until paid in full in capital and interest.

5.8 Place of Payment

The Rent and all other sums payable hereunder by the Lessee shall be paid to the order of "The City of Côte Saint-Luc", delivered to the City's Finance Department situated at: 5801 Cavendish Blvd., Côte Saint-Luc (QC) H4W 3C3, unless otherwise indicated by the Lessor.

5.9 Lapse of Time

Time shall be of the essence in this Lease such that the Lessee shall automatically be deemed to be in default by the mere lapse of time if any payment is not made by the Lessee when due, without any need for demand, notice, invoice or other formality on the part of the Lessor.

5.10 Compensation and Set-Off

The Lessee may not claim any return, deduction, abatement of Rent, or compensation or set-off as against the Lessor, for any reason whatsoever. The Lessee waives all rights to withhold the Rent and all other sums due hereunder, whether in whole or in part, regardless of the reason.

5.10 Proof of Payment

- 5.10.1 The cashing or deposit by the Lessor of any payment that is less than the amount owing by the Lessee shall not be deemed acceptance by the Lessor of any such lower amount or a waiver by the Lessor of any remainder due in capital and interest, or a waiver of any right or recourse available to the Lessor under contract, equity or law.
- 5.10.2 The Lessee shall within five (**5**) days of their respective due date, give to the Lessor in a form satisfactory to the latter, proof of payment of all taxes and all other matters payable by the Lessee to third parties under this Lease or contemplated hereby, whether or not expressed.

SECTION 6 : TRAILOR AND SIGNAGE

- 6.1 All of the Lessee's signage shall be bilingual English and French and shall be subject to the prior reasonable approval of the Lessor.
- 6.2 The Lessee shall, at the Lessee's expense, be responsible for the design, creation, production and installation of all permitted signs, in accordance with the specs (including dimensions) to be provided by the Lessor. The Lessee's signs shall not be illuminated from within.
- 6.3 The Lessee shall be permitted to park a temporary sales office, such as a trailer, on the Property during the Term.
- 6.4 The Lessee acknowledges that the City has bilingual status. All of the Lessee's business materials and promotional materials including, without limitation, its menus, its website, its print and digital advertising, its business cards, etc. shall be bilingual English and French. The Lessee shall furthermore either have a trade name that is compatible in both English and French or one that is bilingual.

Furthermore, the Lessee's employees and representatives shall be proficient in communicating verbally in English as well as in French.

SECTION 7 : INSURANCE

7.1 Property and Liability Insurance

Throughout the Term, the Lessee shall, at the Lessee's expense, insure and maintain insured the Lessor and the Lessee against losses resulting from loss or damage to: (i) persons (including, but not limited to, bodily injury or death resulting from food poisoning, product liability or otherwise; (ii) the Lessee's property (including the Lessee Work and the Lessee Improvements), the Lessor's property (including the Property and the Lessor Work), third party property (including, but not limited to, that of any assignee or sub-lessee of the Lessee), whether caused by the use or occupation of the Property or the exploitation of the Business, or the products and services offered by the Lessee, or the fault or negligence of the Lessee or persons under the Lessee's control. Such insurance shall provide for one hundred percent **(100%)** replacement value coverage in the case of loss or damage relating to the Property. To this end, the Lessee shall subscribe for and maintain throughout the Term such appropriate insurance policies for damage to property and all-risks civil responsibility, the coverage limits of which will initially be for an amount of not less than TWO MILLION DOLLARS **(\$2,000,000.00)** per occurrence, and for such higher coverage amounts that the Lessor shall thereafter reasonably deem fit to impose from time to time.

7.2 Additional Insured

All insurance policies, which must be taken out by the Lessee shall be subscribed with reputable companies which are authorized to exercise their business in Canada and whose usual business include the insurance of such risks, naming as additional insured(s) and beneficiary(ies) the Lessor and, from time to time, any hypothecary creditor of the Lessor who has hypothecary or real rights on the Property, with the loss payable to said parties according to their respective interests. Such policies shall expressly stipulate that there shall be a \$NIL deductible in favour of the Lessor and such third party hypothecary creditors. Furthermore, such policies must contain a provision by which the insurers shall not be subrogated in the rights of the Lessee which the latter could have against the Lessor in relation to indemnities paid, so that, in case of loss, the insurers will have no recourse of any nature whatsoever either against the Lessor or against the Lessee. The insurer(s) of the Lessee shall be required to give the Lessor thirty **(30)** days advance written notice, in the event that any such policies are intended to be cancelled or suspended by the insurer(s), or that the amount of coverage and/or the included and excluded perils are intended to be reduced or modified by the insurer(s).

7.3 Certificates of Insurance

Within seven **(7)** days of signing this Lease, and thereafter before the expiration of any insurance policy held by the Lessee in conformity with this Lease, and without demand by the Lessor, the Lessee shall remit to the Lessor certificates of all applicable insurance policies that it holds and as required by this Lease, showing: (i) the requisite insurance coverage, (ii) the Lessor (and any registered hypothecary creditor of the Property) as additional insured, (iii) that the Lessor owes a \$NIL deductible thereunder and (iv) that subrogation shall not apply as against the Lessor.

7.4 Premium Increase and Premium Payment

Should the nature of the Business increase the insurance premium on the Property, the Lessee shall pay to the Lessor as Additional Rent, the amount of such additional insurance premium upon demand by the Lessor with proof of increase. At any time, the Lessor may (but need not) pay any insurance premium due by the Lessee and charge the Lessee such amount plus interest with an administration fee of Fifteen Percent **(15%)**, all as Additional Rent.

SECTION 8: RESPONSIBILITY

8.1 Lessor Exclusions

The Lessor shall under no circumstances whatsoever be responsible for any damages, claims, losses, liabilities whatsoever including, but without limitation, inconveniences, loss of enjoyment, lost profits, indirect damages, special damages or punitive damages, resulting from a defect or problem of any nature whatsoever in the Property or any part thereof or any of its accessories or any other cause whatsoever. Without in any way limiting the generality of the foregoing the Lessor shall not be responsible for any damages, claims, losses, inconveniences, loss of enjoyment or lost profits resulting from the reduction or stoppage of services including, but not limited to, the functioning of plumbing, water, sewers, the collection and disposal of waste), the infiltration from any source or cause whatsoever, of vapor, water, snow, smoke, gas or any other matters or objects into the Property, the condition or situation of wires, conduits, whether electrical or otherwise, the acts, omissions or negligence of co-lessees or other occupants, users or employees of the Lessor or of the Property, or of owners or occupants of adjacent or contiguous properties or other members of the public, damages or inconvenience caused by any repairs, modifications, ameliorations, additions or any changes in or about the Property wherein the same are situated or of any property adjacent to or contiguous properties, damages or loss, theft or destruction resulting from or of the Property, the death or injury of any person including the Lessee whatever be the circumstances of such events. The foregoing are merely examples of non-responsibility on the part of the Lessor and shall in no way be construed as being limitative and it is further agreed that the Lessee shall have no claim and shall make no demand against the Lessor for any reason whatsoever, including a claim for damages or other compensation, or for return, reduction or abatement of the Rent or payment or reimbursement of other sums payable by the Lessee whether the basis for any of the said demand or claims be statutory, contractual or delictual or otherwise, the whole without limitation or reserve.

8.2 **Indemnification of Lessor**

The Lessee hereby undertakes to defend, indemnify and hold harmless the Lessor as well as the Lessor's elected officials, officers, employees, agents and representatives, for all damages, losses, liabilities, responsibilities, actions and claims in capital and interest (including for judicial and extra-judicial costs) in the following cases:

- a) Losses or damages to the property of the Lessee, the Lessor (including the Property), any third party whatsoever where the same result from the use or occupation of the Property, the exploitation of the Use, the offering of any product or service by the Lessee, the fault or negligence of the Lessee or persons under the Lessee's control, the default of any provision of this Lease by the Lessee or for any peril which the Lessee is obliged by this Lease to insure against;
- b) Any and all injuries to all people including death at any time resulting or occurring in, on or about the Property or resulting from the use or occupation of the Property, the exploitation of the Use, the offering of any product or service by the Lessee, the fault or negligence of the Lessee or persons under the Lessee's control, the default of any provision of this Lease by the Lessee, or for any peril which the Lessee is obliged by this Lease to insure against;
- c) The default by the Lessee to fully and punctually comply with all the requirements, laws, by-laws, regulations or resolutions of any public or quasi-public authority having jurisdiction over the Property and of any and all requirements of all insurance companies with which the Property, the contents contained in, on or about the Property is or are insured, and/or of the norms of the Insurance Bureau of Canada.

The indemnifications provided for under this Lease shall subsist even after the expiry or sooner termination of this Lease including any permitted extension. Without limiting the generality hereof, should the Lessor be made a party to a trial, claim, lawsuit or other proceeding for which the Lessee has hereby undertaken to indemnify the Lessor (collectively, "**Claim**"), the Lessee shall promptly pay the Claim in full to the exoneration of the Lessor; or the Lessee shall, at the Lessee's expense, support all the expenses of a defense in the name of the Lessor through an attorney named by the Lessor and subsequently to promptly satisfy on behalf of the Lessor, in full, any judgment, condemnation, decision rendered against the Lessor, or settlement agreement, and this in

principal, interests, judicial and extra-judicial costs, the whole to the complete exoneration of the Lessor.

SECTION 9: PREVENTION

- 9.1 The Lessee must install and maintain, at the Lessee's expense, fire prevention programs and equipment such as required by the insurance companies with which the Property is insured or by the Canadian Fire Underwriters Association, or as required by City by-law or resolution, or by the fire departments having jurisdiction over the Property, and the Lessee shall further install and maintain, at the Lessee's expense, upon or about the Property fire prevention and detection equipment as recommended by said companies or associations or as is customary in the circumstances.

The Lessee shall comply with the Lessor's fire prevention and other evacuation programs and policies and the Lessor, as well as the Lessor's invitees, guests, members, employees, etc. shall be entitled, in the Lessor's discretion, to use and access the Property if deemed appropriate by the Lessor as part of an evacuation plan.

SECTION 10: ASSIGNMENT AND SUB-LEASE

- 10.1 The Lessee shall not have the right to assign or hypothecate its right in this Lease or to sublet the Property, in whole or in part, without the prior written consent of the Lessor. An unauthorized assignment, hypothecation or sub-lease shall be void. In the event that the Lessee requests and obtains the Lessor's consent for the assignment, hypothecation or sublet, (i) the new lessee, hypothecary creditor, assignee or sub-lessee (as the case may be) shall intervene in writing in this Lease, and (ii) the Lessee and Guarantor shall nonetheless remain solidarily responsible for the complete execution of all the obligations of the new lessee, hypothecary creditor, assignee or sub-lessee (as the case may be) contained in this Lease in the same manner as if the said assignment, hypothecation or sublet never took place. In the event of a sub-lease or assignment, which provides for a rental or any other payment which exceeds the amount otherwise payable by the Lessee under this Lease, then the Lessor shall be entitled to the amounts due to it under this Lease plus any such excess. In the event that the Lessee desires to sublet and/or assign this Lease, the Lessor shall have the option (but not the obligation) to terminate this Lease and relieve the Lessee from its obligations hereunder subject to the payment by the Lessee to the Lessor of a negotiated indemnity plus all reasonable expenses including the fees charged by the Lessor's attorneys in connection with said sub-lease or assignment and negotiating and closing an indemnity and release agreement between the Parties. Failing prompt agreement on the amount of the indemnity, the provisions of Subsection 12 shall apply.

SECTION 11: CHANGE OF CONTROL AND SALE OF BUSINESS, ETC.

- 11.1 The Lessee is prohibited from selling or otherwise assigning or transferring its stock or units so as to cause a change of control, or a substantial part of its assets outside of the ordinary course, whether pursuant to the bulk sale law or otherwise, without the Lessor's prior written consent.

For purposes of determining "control", the Lessee declares and warrants that its board of directors, voting shareholders, key men and senior officers are as follows, and only as follows, and shall remain as such throughout the Term subject to the foregoing:

CMC: David Brown and Gerald Issenman

SECTION 12: DEFAULTS

12.1 Grounds of Default

The following shall constitute grounds of material default of the Lessee under this Lease, regardless of the reason:

- (a) Failure to pay any amount to the Lessor when due in capital and/or interest;
- (b) Failure to punctually and properly execute any other obligation imposed under this Lease;
- (c) The insolvency or bankruptcy or other like circumstance of the Lessee;
- (d) The assets of the Lessee or the Guarantor have been seized, attached or hypothecated by a creditor thereof;
- (e) The registration of a hypothec or other charge on or against the assets or profits of the Lessee (other than the Lessee's bankers in the ordinary course of business) and/or the Property, without the Lessee immediately discharging the same at the Lessee's expense;
- (f) The winding up or dissolution of the Lessee;
- (g) The amalgamation or merger of the Lessee;
- (h) The unauthorized rollover, sale, transfer or other assignment whatsoever of the Lessee or the assets of the Lessee;
- (i) The unauthorized sale, transfer or other assignment whatsoever of the assets and/or majority voting stock or units of the Lessee or other circumstance causing a change of control in respect of the Lessee;
- (j) The unauthorized assignment, hypothecation or sub-lease of this Lease;
- (k) The unauthorized sale, transfer or other assignment whatsoever of any of the voting shares or units held by any of the Guarantor except to the remaining Guarantor;
- (l) The death, insolvency or bankruptcy of any of the Guarantor without there being either (1.) a written agreement entered into with the Lessor compensating for this, or (2.) a written waiver of such agreement signed by the Lessor;
- (m) Actual or apparent misrepresentation, bad faith, fraud, theft or other subterfuge on the part of the Lessee or any Guarantor; or
- (n) Material breach of any of Lessee's obligations under this Lease.

12.2 **Cure:**

Where the default is capable of being cured, the Lessor shall send the Lessee a written notice stipulating the ground(s) of default and giving the Lessee five (5) days to cure the default to the satisfaction of the Lessor.

12.3 **Consequences of Default:**

Where the Default is not capable of being cured, or the notice period stipulated in Subsection 12.2 has lapsed without the default having been cured to the satisfaction of the Lessor; and without prejudice to any other right or recourse of the Lessor under law, equity or contract, the Lessor shall have the following remedies, which shall be cumulative and not limitative or exhaustive, immediately and automatically, without the obligation of any further formality, delay, Rent abatement, liability, compensation or indemnity to the Lessee whatsoever:

- (a) To close and change the locks to the Property;
- (b) To re-enter the Property and re-let the Property and to retain 100% of the revenue and profits associated with any such re-letting;
- (c) To confiscate, remove, retain, and/or sell and retain the proceeds of sale (in the discretion of the Lessor) the property of the Lessee or the Guarantor in or about the Property;
- (d) To execute (directly or indirectly through the engagement of a contractor, via tender or otherwise), at the expense of, and with the indemnification by the Lessee in favour of the Lessor, any obligation of the Lessee or the Guarantor under this Lease and to charge the same to the Lessee plus interest with an administration fee of Fifteen Percent (15%);
- (e) To retain the Damage Deposit as partial liquidated damages;
- (f) To terminate this Lease, with reversion of all rights to the Lessor;
- (g) To require the payment in capital and interest of all sums due under this Lease without the benefit of any term for payment or otherwise, such that all such sums shall become immediately due and payable to the Lessor;
- (h) To exercise the Guarantee, annexed hereto, given by the Guarantor; and/or
- (i) To take all necessary collections and/or legal action to enforce or terminate this Lease (in the discretion of the Lessor) and/or the enforcement of the Guarantee against the Guarantor, including, without limitation, proceedings for specific enforcement, injunction and for other equitable remedies, in which case the Lessee and the Guarantor shall be

responsible to pay the fees of any collection agencies and/or attorneys involved in the proceedings or other action, the resulting judicial costs, as well as the sums otherwise due under this Lease.

The Lessee hereby indemnifies and holds harmless the Lessor in capital, interest and all damages, including judicial and extra-judicial costs, where the Lessor erroneously retains or sells (and keeps the proceeds of sale) of any third party property on, in or about the Property.

SECTION 13: TOLERANCE

- 13.1 No provisions of this Lease shall be deemed waived by the Lessor, or default of the Lessee deemed excused by the Lessor, except by the Lessor's written consent to that effect and the Lessor's tolerance of any default of the Lessee including, but not limited, the cashing or deposit of any payment for less than the sum due in capital and interest, shall not be deemed as a waiver of the Lessee's default either at the time or for the future and the Lessor shall have the right to do whatever may be considered necessary or appropriate to enforce its rights notwithstanding any such tolerance or indulgence by the Lessor.

SECTION 14: EXPIRY OR TERMINATION

14.1 Surrender

All rights hereunder granted to the Lessee shall immediately and automatically revert to the Lessor without any formality upon expiry or sooner termination of this Lease. Upon expiry or sooner termination of this Lease, the Lessee shall, at the Lessee's expense, peaceably surrender and yield to the Lessor the Property empty of all of the Lessee's property and the Guarantor's property save and except for such Lessee Work that cannot be removed without causing damage beyond minor surface damage that is readily repairable, the whole as determined solely by the Lessor. The Property and the Lessee Work that must remain, shall be transferred and assigned immediately and automatically by operation of this Section 14 to the Lessor, free and clear, in absolute ownership, in good repair and condition, normal wear and tear excepted, without any formality or compensation to the Lessee. Furthermore, the Lessee shall immediately assign and deliver all relevant manufacture, distributor and installer warranties to the Lessor in connection herewith.

Where the Lessee's property, and the Lessee Work are removable without causing any damage or with just minor surface damage that is readily repairable, the Lessee shall remove them from the Property at the Lessee's expense. Damages thereafter found anywhere in the Property will be presumed to have been caused by the Lessee or by the removal of same and shall be promptly repaired by the Lessee to the Lessor's reasonable satisfaction and at the Lessee's expense. The Lessee and the Lessor shall conduct a joint inspection of the Property and a written report describing all damages with photographs shall be made by the Lessor. The opinion of the Lessor with respect to such damages shall be final and binding.

The Lessee shall commit no act or omission or make any verbal or written statement that will undermine the Lessor's ability to re-let the Property or to sell the Property. The Lessor shall be entitled to injunctive relief at the expense of the Lessee and to claim from the Lessee the full amount of lost revenues and opportunities and other direct or indirect damages, foreseen and foreseeable, unforeseen and unforeseeable, in the event that the Lessee violates this provision.

The Lessee shall be responsible for all damages to any other property of the Lessor and of any third parties (and this to the exoneration of the Lessor) occasioned by the Lessee's quittance of the Property.

14.2 Release of Damage Deposit

The Lessor will release the unused portion of the Damage Deposit, if any, upon the written request of the Lessee, 6 months following the later of: final acceptance of the Lessee Work or expiry of this Lease and all extensions, and provided the Lessor attests to the fact that the Damage Deposit remainder is no

longer needed to compensate the Lessor in whole or in part for damages resulting during the Term or during this further retention period. The release of all or any part of the Damage Deposit by the Lessor shall not be deemed a tolerance or acceptance by the Landlord of any default of the Lessee or damage, deficiency or defect in connection with the Property or the Lessee Work, or any waiver of the Lessor's rights and recourses against the Lessee.

SECTION 15: GENERAL PROVISIONS

15.1 Council Resolution

This Lease is subject to approval by City Council resolution.

15.2 Notices and Consents

All notices, requests for consent or approval by the Lessee, and responses by the Lessor to requests for consent or approval, shall be given in writing in advance of the intended or proposed action. Except for notices of default, renewal, non-renewal, rent increase and/or termination, notices may be delivered to the other party either via email, facsimile or personal delivery.

Notices of default, renewal, non-renewal, rent increase or termination may be given as per the above, with the original to follow promptly by hand delivery or by courier.

Unless the contact information of the Lessor is changed in accordance herewith, notices and requests for approval addressed to the Lessor shall be given as follows:

City of Cote Saint-Luc
Attention: Associate General Counsel
5801 Cavendish Blvd., 2nd Floor
Cote Saint-Luc, QC H4W 3C3

Email: CBell@CoteSaintLuc.org
Fax: 514-485-6963

Unless the contact information of the Lessee or Guarantor is changed in accordance herewith, notices and responses to requests for approval addressed to the Lessee shall be given as follows and notice given to the following person shall be deemed received by each and every Lessee and each and every Guarantor:

Attention: David Brown
Email: davidbrown@ggmencorp.com.

15.3 Election of Domicile

Unless and until the Lessees notifies the Lessor in writing of a change of address, all notices to the Parties shall be delivered to the addresses set out in the description of the Parties, on Page 1 of this Lease.

15.4 Choice of Law

The Parties hereby elect the laws of the Province of Quebec and Canada (to the extent that each may apply) to apply to the interpretation, application and enforcement of this Lease and any disputes arising in connection therewith, without any regard to choice of law provisions that might otherwise be applicable.

15.5 Choice of Jurisdiction

The Lessee hereby consents to the jurisdiction of the courts in Province of Quebec, District of Montreal, for all disputes arising between the Parties concerning all matters connected to this Lease (including the Guarantee, annexed hereto). Notwithstanding the foregoing, the Parties shall use their good faith efforts to try to resolve all disputes amicably as a first resort.

15.6 Subordination

This Lease and the rights and obligations of the Lessee will be subordinated and subject to all hypothecs and all other real rights affecting the Property or the Property or attorned to any assignee of the Lessor. If required by the Lessor, the Lessee shall from time to time submit to the Lessor's request and do whatever is

necessary in order to have its rights in virtue of this Lease subordinated or attorned to such creditors or assignees of the Lessor. No attempt at subordination or attornment by the Lessee shall be valid on the Lessor unless consented to in writing in advance by the Lessor.

15.7 **Government Regulations**

The Lessee shall, at the Lessee's expense, at all times, promptly observe and conform to all statutes, law, ordinances, demand, decrees, directives, regulations, rules, by-laws and resolutions, present and future, from all public and quasi-public authorities having jurisdiction over the Property, as well as of all insurance companies insuring the Property and of the Insurance Bureau of Canada and of all other bodies and organizations exercising similar functions whether in relation to the Property, the condition and maintenance of same, the objects and equipment therein contained or with respect to the use or occupation of the Property or of the operation of the Business, in the same manner and to the same extent as if the Lessee was the owner and occupant of the Property.

15.8 **Lessor Rules**

The Lessor shall have the right at all times during the Term to make, amend, repeal and replace reasonable rules and regulations with respect to the use and occupation of the Property by the Lessee and by other users or lessees of the Property, and the Lessee undertakes to fully and punctually conform to all such rules and regulations failing which the Lessee shall be considered in default under this Lease.

15.9 **Preamble and Annexes**

The Preamble and annexes hereto form an integral part of this Lease by this reference and as if recited at length herein.

Without limiting the generality of the foregoing, the following annexes are included in this Lease:

Annex A: Plan identifying the Property.

Annex B: Plans prepared by Vital Roy QLS, identifying the location of the new servitude and amendment (partial cancellation) of existing servitude

15.10 **Entire Agreement**

This Lease constitutes the entire agreement between the Parties in connection with the subject matter hereof, the Lessor having not made any representations or warranties, express or implied, to the Lessee except as expressly stipulated in this Lease.

15.12 **Expropriation**

If the Property is in whole or in part, condemned, expropriated or required in any manner for public or para-public utility, the Lessor may, at its option, cancel this Lease in whole or in part upon written notice to the Lessee stipulating the date upon which this Lease or the portion thereof shall end and the portion of the Lease affected thereby (if less than the whole). The Lessor shall not in any way be held liable for any damages that the Lessee may suffer as a result thereof. If less than the whole of this Lease will be ended as a result then the Rent shall abate proportionately to the portion of the Lease so condemned, expropriated, etc. The abatement or termination of the Lessee's obligations (as the case may be) shall be solely to the extent and as of the date stipulated in the Lessor's notice.

15.13 **Interpretation**

In this Lease, as the context requires, the singular shall include the plural (and vice versa) and the masculine shall include the feminine and neuter genders (and vice versa).

Captions appearing in this Lease have been inserted for reference only and shall not be considered when interpreting this Lease.

All of the terms of this Lease have been fully negotiated and agreed to between the Parties. The Lessee declares that it has either been represented by legal counsel or has waived the need for same. The Party that has drafted this Lease shall not be considered when interpreting this Lease.

15.14 **Plurality of Parties**

If two (2) or more parties sign as Lessees and/or Guarantors, all of said persons shall be solidarily responsible for the execution of the obligations of the Lessee and of each other under this Lease as if each of them was originally the named Lessee, each hereby waiving the benefits of division and discussion.

15.15 **References**

Each Guarantor shall provide bank and other references to the Lessor prior to the execution of this Lease as required under the Offer to Lease entered into prior to this Lease.

15.16 **Discounts**

The Lessee shall offer a discount for the Lessor's on meals or catering provided to Council meetings, committee meetings and the like.

15.17 **Counterparts**

This Lease may be signed in counterparts and delivered to the Parties via email or facsimile. Delivery of this Lease and each Renewal Amendment to Marco Trachini via email shall constitute delivery to each representative of the Lessee as well as to each Guarantor. Each such counterpart in its delivered form shall be deemed an original and all such counterparts taken together shall constitute one and the same Lease executed by the Parties.

15.18 **Modifications and Waivers**

This Lease including the Guarantee, annexed hereto, shall not be modified or amended unless pursuant to a written document signed by all the Parties. No waiver of any right, benefit or privilege shall be considered valid unless expressed in writing and signed by the waiving party.

15.19 **Validity**

The invalidity of any provision or obligation of this Lease shall not affect or invalidate the remainder thereof, which will continue to be applicable and enforceable. Rather than reading out any such invalid provision or obligation, a court having jurisdiction shall read it down to a legally enforceable scope.

15.20 **Ownership**

Nothing herein shall transfer any right of ownership or otherwise to the Lessee in respect of any Lessor property including, without limitation, the Property or intellectual property of the Lessor. The Lessee's rights are strictly limited to the leased rights granted hereunder. The Lessee shall not contest or register or attempt to register any ownership, hypothecary or other rights or encumbrances against any property of the Lessor including, without limitation, the Property or intellectual property.

Each and every use of the Lessor's property including, without limitation, the Property, the Property and intellectual property shall enure strictly and solely to the benefit of the Lessor, apart from the revenues and profits derived from the Lessee's operation of the Business (subject to payment of the Rent by the Lessee as well of other amounts contemplated hereunder).

15.21 **Confidentiality**

The Lessee shall not disclose, use or benefit from, directly or indirectly, any confidential information or trade secrets of the Lessor, without the Lessor's prior written consent.

15.22 **Successors**

This Agreement shall bind and enure in favour of the Parties as well as their respective heirs, successors, assigns, trustees, executors and legal representatives.

15.23 **Currency**

All amounts and sums of money due or stipulated hereunder shall be payable in lawful Canadian currency.

15.24 **Agency**

The relationship of the Parties is one of independent contractor only and the Lessee is given no authority to bind the Lessor in any manner. No relationship of

agency, partnership or joint ventureship shall be construed by any provision of this Lease.

15.25 **Further Documents**

At any time, the Lessor may require the Lessee to sign such further documents in order to give full effect hereto. In such case, the Lessee shall promptly sign such documents and deliver them to the Lessor at the Lessee's expense.

15.26 **Language**

The undersigned acknowledge that they have requested and are satisfied that the foregoing be drawn up in English; Les soussignés reconnaissent qu'ils ont exigé que ce qui précède soit rédigé en anglais et s'en déclarent satisfaits.

IN WITNESS WHEREOF, THE PARTIES HAVE SIGNED THROUGH THEIR AUTHORIZED REPRESENTATIVES TO TAKE EFFECT ON THE DATE AND THE PLACE FIRST MENTIONED.

The LESSOR:

THE CITY OF CÔTE SAINT-LUC

Per: _____
Cheri Bell, Associate General Counsel

The LESSEE:

LES COURS MARC CHAGALL INC.

PER: _____
Printed Name: David Brown

ANNEX A

ANNEX B



AGREEMENT ENTERED INTO AT COTE SAINT-LUC, QUEBEC ON THE 18th DAY OF OCTOBER 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:

Mr. Gabriel Schor and Mrs. Alexandra Becerescu, natural
persons, residing and domiciled at 5728 Westlake avenue,
Côte Saint Luc, Quebec, H4W 2N4

"PURCHASERS"

WHEREAS, the PURCHASERS, hereby offer 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 PURCHASERS agree 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 *two hundred and eighty two* (282) square feet of the City owned lane with
cadastral number 1 054 743 located behind the property with the civic address 5728 Westlake and cadastral
number 1 052 540 in the City of Côte Saint Luc, the whole as more fully appears in Annex A.

2.2. Adjustments may be made, where necessary, pending receipt of the surveyor's report attesting to the accurate
dimensions of the PROPERTY.

3. PURCHASE PRICE AND DEED OF SALE

3.1. The purchase price for the PROPERTY is *thirty four dollars and eighty four cents* (\$ 34.84 CDN) per square
foot plus applicable taxes; therefore, the total purchase price is *nine thousand eight hundred and twenty four
dollars and eighty eight cents* (\$9,824.88 CDN) plus applicable taxes ("PURCHASE PRICE").

3.2. The parties agree to sign, on or before December 15, 2010 before a notary chosen by the PURCHASERS, a
notarized deed of sale ("Deed of Sale") drawn up in English whereby the VENDOR shall transfer ownership of
the PROPERTY to the PURCHASERS in consideration for the PURCHASE PRICE.

3.3. Upon execution of this Agreement, the PURCHASERS shall remit, by certified cheque, In Trust, the sum of the
PURCHASE PRICE to her Notary who will retain said 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.

Initials	
Vendor	Purchaser
	G.S. A.B.

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

4. OBLIGATIONS OF PURCHASER

4.1. The PURCHASERS shall obtain, at their own initiative and expense, an assigned cadastral number to the PROPERTY sold under this Agreement. This assigned cadastral number shall be obtained before the Deed of Sale related to the PROPERTY is signed.

4.2. The PURCHASERS shall pay all the fees for and expenses related to the purchase of the PROPERTY namely, the costs of any necessary subdivisions, land surveyors to assign cadastral numbers, 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 PURCHASERS, 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 PURCHASERS 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 PURCHASERS:

- i) 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.
- ii) 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.
- iii) 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 fulfillment of any of the obligations incurred by the VENDOR or any person in connection with any matter affecting the PROPERTY.
- iv) At the date of this Agreement, the VENDOR has no knowledge of any expropriation or homologation proceedings, actual or contemplated, affecting the PROPERTY.
- v) To its knowledge, the VENDOR has not failed to disclose to the PURCHASERS any material adverse fact or condition respecting the PROPERTY, which if disclosed would have caused the PURCHASERS, acting reasonably, not to proceed with the Offer.
- vi) Other than the representation and warranties expressed above, the VENDOR provides no further representations and warranties to the PURCHASERS and the 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. The present Agreement is contingent upon approval by Cote Saint-Luc City Council by resolution which shall, if

Initials	
Vendor	Purchaser
	AS

approved, be annexed herewith as if to form an integral part of this Agreement

- 6.2. 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.
- 6.3. 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: General Counsel
5801 Cavendish Boulevard
Cote Saint Luc, Quebec
H4W 3C3


- 6.4. The rights and recourses of any party shall be cumulative and not alternative and are not limited by specification.
- 6.5. 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.
- 6.6. 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.
- 6.7. 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.
- 6.8. If any clause or provision herein contained shall be adjudged invalid, the same shall not effect 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.
- 6.9. 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 Agreement.
- 6.10. This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Quebec, Canada.
- 6.11. 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.
- 6.12. This Agreement shall constitute a contract legally binding the parties hereto.
- 6.13. 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.

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

SIGNATURES APPEAR ON THE NEXT PAGE

Initials	
Vendor	Purchaser
	CSL

VENDOR
CITY of Cote Saint Luc
Date:

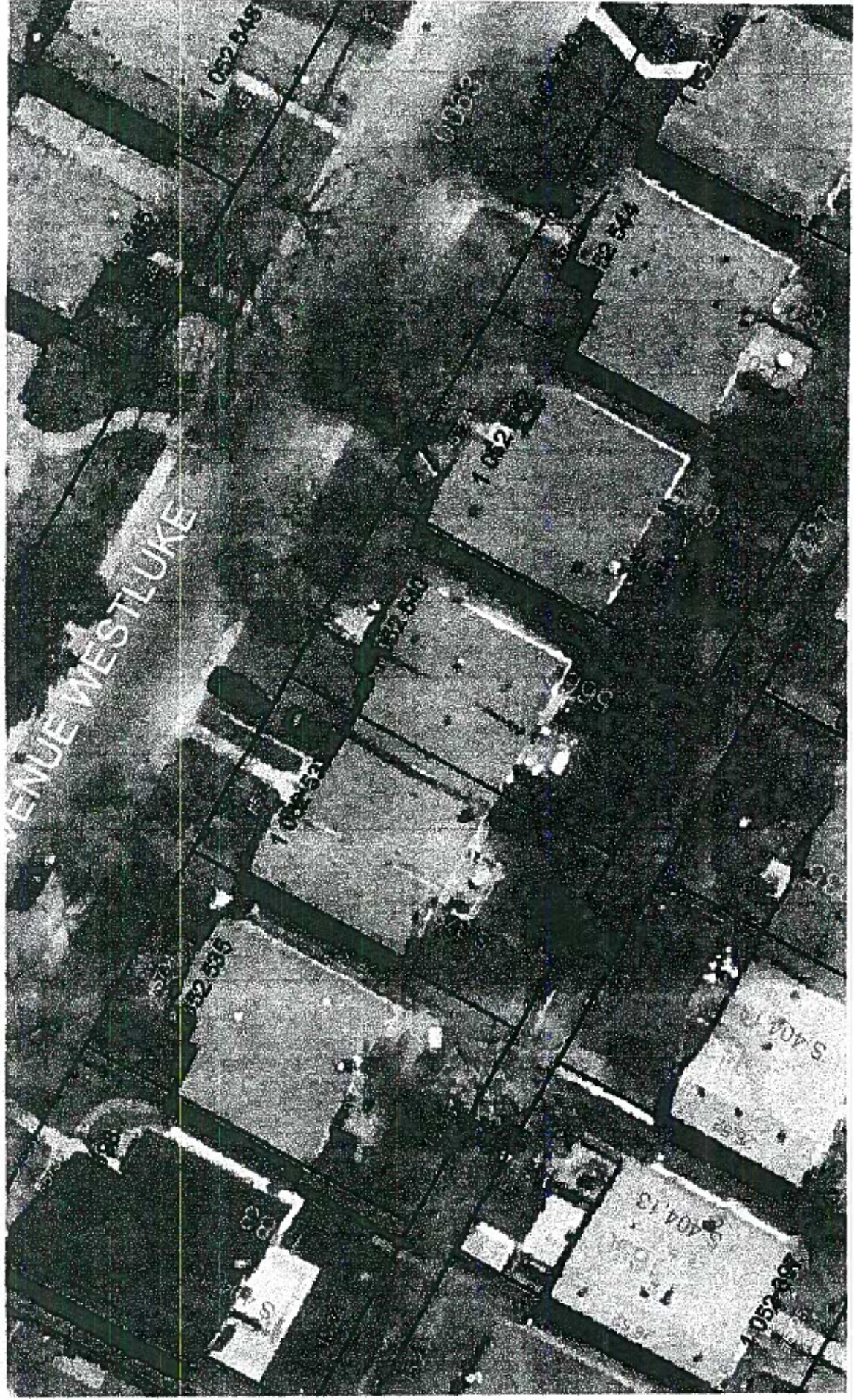


PURCHASERS
Mr. Gabriel Schor
Date:

Mrs. Alexandra Becerescu

Initials	
Vendor	Purchaser
	AS.

ANNEX A



Propriétaire(s)	Signataire(s)
CITE DE COTE SAINT-LUC	CITE DE COTE SAINT-LUC <i>Jonathan Shecter</i> Part JONATHAN SHECTER Mandataire
Un document joint complète ce plan cadastral. Les mesures indiquées sur ce document sont exprimées en unités du système international.	
Référence au(x) feuillet(s) cartographique(s) : 31H05-010-3427	Projection : MTM FUSEAU : 8 ÉCHELLE : 1:10000
PLAN CADASTRAL PARCELLAIRE CADASTRE DU QUÉBEC Circonscription Foncière : Montréal Municipalité(s) : Montréal (Ville)	
Fait conformément aux dispositions de l'article (des articles) 3043, al.1 C.c.Q. Signé à POINTE-CLAIRE le 14 février 2011 <i>Lawrence E. Rabin</i> LAWRENCE-ELL IOT RABIN arpenteur-géomètre Minute : 12387 Dossier : 34175	
Ce plan cadastral est correct et conforme à la loi, le 27 JUL 2011 CLAUDE JACQUES DESLOGES, G.	
Pour le ministre des Ressources naturelles, Faune et Parcs	
Seul le ministre est autorisé à émettre des copies authentiques de ce document. Copie authentique de l'original, le 27 JUL 2011	
<i>[Signature]</i> Pour le ministre des Ressources naturelles, Faune et Parcs	

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ON THIS • DAY OF SEPTEMBER IN THE YEAR TWO THOUSAND AND ELEVEN.

B E F O R E Mtre. **Alana B. GREENBERG**, the undersigned Notary for the Province of Quebec, practising in the City of Saint-Laurent.

A P P E A R E D:

THE CITY OF COTE SAINT-LUC, a legally constituted corporation having its head office at 5801 Cavendish Boulevard, in the City of Cote Saint-Luc, province of Quebec, H4W 3C3, herein represented by its Associate General Counsel, **Cheri Bell**, duly authorized by an extract from the minutes of the regular meeting of the city council held on September 12, 2011 and bearing the number • , a copy whereof remains annexed hereto after having been acknowledged as true and signed for identification by the representatives with and in the presence of the undersigned Notary.

HEREINAFTER CALLED THE "VENDOR"

WHO has by these presents sold and conveyed with no legal warranty,

UNTO:

Gabriel SCHOR, residing and domiciled at 5728 Westluxe Avenue, Cote Saint-Luc, Quebec, H4W 2N4;

AND

Alexandra BECERESCU, residing and domiciled at 5728 Westluxe Avenue, Cote Saint-Luc, Quebec, H4W 2N4;

HEREINAFTER CALLED THE "PURCHASER"

WHICH SAID PARTIES HAVE AGREED AS FOLLOWS:

1. SALE

The Vendor sells unto the Purchaser, hereto present and accepting, the following immoveable property (hereinafter called the "Property"), namely:

D E S C R I P T I O N :

That certain parcel of vacant land located in the City of Cote Saint-Luc,

Province of Quebec, known and designated as lot number FOUR MILLION SEVEN HUNDRED NINETY-FIVE THOUSAND SIX HUNDRED NINETY-NINE (4 795 699) on the Cadastre of Quebec, registration division of Montreal.

As the said property now subsists, with all its rights, members and appurtenances attached thereto, the whole without exception or reserve of any kind on the part of the Vendor.

HEREINAFTER CALLED THE "PROPERTY"

2. TRANSFER OF RISKS

2.1. Notwithstanding paragraph 2 of article 1456 of the *Civil Code of Quebec*, the Purchaser shall assume the risks attached to the Property in accordance with article 950 of the *Civil Code of Quebec* as of the date of these presents.

3. TITLE

3.1 The Vendor acquired the property presently sold in virtue of a Deed of Sale published at the Montreal Publicity Office under number 1597822.

4. OWNERSHIP AND OCCUPATION

4.1 In virtue of these presents, the Purchaser shall become the sole and absolute owner of the Property as of the date hereof with immediate possession subject to publication.

5. REPRESENTATIONS AND WARRANTIES OF THE VENDOR

5.1 The Vendor hereby represents and warrants to the Purchaser that, as at the date hereof and to its knowledge:

5.1.1 Ownership

The Vendor is the owner of the Property by good and marketable title free and clear of all hypothecs, encumbrances, and charges whatsoever.

5.1.2 Claims

The Vendor declares that there are no claims or actions pending between the Vendor and any person, excluding the Purchaser, 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.

5.1.3 *No Expropriation*

The Vendor has not received any notice of any intention to expropriate the Property or with respect to by-law changes or governmental proceedings relating to any threatened or pending expropriation of the Property.

5.1.4 *Residency*

The Vendor is not a non-resident of Canada for the purposes of the *Income Tax Act* (Canada) and the *Taxation Act* (Quebec).

5.1.5 *Material adverse fact or condition*

The Vendor has not failed to disclose to the Purchasers any material adverse fact or condition respecting the Property, which if disclosed would have caused the Purchasers, acting reasonably, not to proceed with the Sale.

6. OBLIGATIONS OF THE PURCHASER

6.1 The Purchaser makes the following declarations and binds and obliges itself to fulfill the following conditions, namely:

6.1.1 To pay all taxes, municipal and school, general or special, due and to become due, including the proportion of those for the current year calculated from the adjustment date hereinafter mentioned, including special taxes imposed thereon prior to the date hereof, the payment whereof is to be made over a period of years.

6.1.2 To pay the costs and fees of this Deed of Sale and its publication Plus two (2) copies for the Vendor.

6.1.3 To pay the costs of the subdivision, the preparation of the Cadastral Plan prepared by **Lawrence-Elliot Rabin**, Quebec Land Surveyor with a true copy for the Vendor, on the **Fourteenth** day of **February** Two thousand Eleven under the number **12387** of his minutes.

7. ADJUSTMENTS

- 7.1** The Vendor and the Purchaser declare that all usual adjustments between them shall be made as of the date hereof.

8. PRICE

- 8.1** This sale is made for the price of **NINE THOUSAND EIGHT HUNDRED TWENTY-FOUR DOLLARS AND EIGHTY-EIGHT CENTS (\$9,824.88)** which the Vendor acknowledge having received in full from the Purchaser, whereof quit.

9. DECLARATIONS OF THE PARTIES CONCERNING THE GOODS AND SERVICES TAX (GST) AND THE QUEBEC SALES TAX (QST)

The Vendor is not an individual. Accordingly, this sale is taxable under the Excise Tax Act and the Act respecting the Quebec Sales Tax.

The parties declare that the value of the consideration is **NINE THOUSAND EIGHT HUNDRED TWENTY-FOUR DOLLARS AND EIGHTY-EIGHT CENTS (\$9,824.88)** for the purposes of the Excise Tax Act and **NINE THOUSAND EIGHT HUNDRED TWENTY-FOUR DOLLARS AND EIGHTY-EIGHT CENTS (\$9,824.88)** for the purposes of the Act respecting the Quebec Sales Tax.

The GST is equal to the sum of **FOUR HUNDRED NINETY-ONE DOLLARS AND TWENTY-FOUR CENTS (\$491.24)** and that QST is equal to **EIGHT HUNDRED SEVENTY-SIX DOLLARS AND EIGHTY-SEVEN CENTS (\$876.87)**.

10. ELECTION OF DOMICILE

- 10.1** For the execution of the present deed, the Vendor and the Purchaser elect domicile at their addresses hereinabove mentioned. Each party hereto may change its domicile elected herein for another domicile by written notice served on the other party.

11. AGREEMENT OF PURCHASE AND SALE

- 11.1 The Vendor and the Purchaser agree that all provisions of the Promise to Purchase, all annexes and any counter-proposals, amendments or modifications made thereto, if any, which have been accepted by both Purchaser and Vendor (collectively the "Agreement of Purchase and Sale") on the Eighteenth day of October Two thousand Ten remain in full force and effect and form an integral part hereof as if written at length.

12. INTERPRETATION CLAUSE

- 12.1 Whenever the context so requires, the singular shall be interpreted as plural, and vice versa, and the masculine gender as feminine or neuter.

13. LANGUAGE CLAUSE

- 13.1 The parties hereto have requested that the present deed and all documents pertaining thereto be drawn up in the English language; les parties aux présentes ont requis que le présent acte et tout document s'y rapportant soient rédigés en langue anglaise.

14. DECLARATION REQUIRED UNDER R.S.Q. c. D-15.1 OF THE ACT RESPECTING DUTIES ON TRANSFERS OF IMMOVEABLES

The Parties hereto declare:

- 14.1 The Vendor's name and address and the Purchaser's name and address are as hereinabove set forth.
- 14.2 The object of the present sale is situated in the City of Cote Saint-Luc, Province of Quebec.
- 14.3 The amount of the consideration for the sale of the Property situated in the City of Montreal is **NINE THOUSAND EIGHT HUNDRED TWENTY-FOUR DOLLARS AND EIGHTY-EIGHT CENTS (\$9,824.88)** and the amount which constitutes the basis of taxation, according to the Vendor and the Purchaser is **NINE THOUSAND EIGHT HUNDRED TWENTY-FOUR DOLLARS AND EIGHTY-EIGHT CENTS (\$9,824.88)**;
- 14.4 The amount of duties, payable to the City of Cote Saint-Luc is the sum of **FOUR HUNDRED AND NINETY-ONE DOLLARS AND TWENTY-FOUR CENTS (\$491.24)**.
- 14.5 That the purchase price mentioned herein is the consideration only of the corporeal immoveable property herein described and does not include any moveables as contemplated in Article 1.01 of the Act.

WHEREOF ACTE :

EXECUTED at the City of Côte Saint-Luc, on the date abovementioned and remains of record in the office of the undersigned Notary, under number _____ of her original notarial minutes.

AND AFTER DUE READING HEREOF, the Parties have signed in the presence of the undersigned Notary.

THE CITY OF COTE SAINT-LUC

PER: _____
The Associate General Counsel

Gabriel SCHOR

Alexandra BECERESCU

Alana B. GREENBERG, Notary

True copy of the original of these presents remaining of record in my office.



PRODUCT SUPPLY AND SERVICE AGREEMENT

Praxair Distribution, division of Praxair Canada Inc. ("Praxair") agrees to sell and City of Côte Saint-Luc Ville Côte St-Luc (Centre Aquatique) ("Purchaser") agrees to purchase all the Purchaser's requirements of gas and/or dry ice (the "Gas") and/or leased/rented equipment (individually and collectively, a "Product") and/or welding consumables (individually and collectively, "Consumables") specified herein and in any riders ("Riders") attached hereto under the terms and conditions herein and in any Riders (the "Agreement") whether rented/leased, delivered and/or picked up in solid, liquid or gaseous form, by cylinders, by bulk or from an on-site production system. This Agreement shall be effective from the date signed by Purchaser and shall continue for an initial period of five (5) years seven (7) years from the Effective Date set out below. Within 60 days prior to the end of the initial period, the parties shall negotiate in good faith to enter into a renewal amendment for successive one (1) year period ("Renewal"). This Agreement and each such Renewal may be subject to adoption by City Council of the Purchaser, and shall continue in effect thereafter for like periods unless terminated by either party giving the other party at least twelve (12) months written notice of termination prior to the end of the first or any subsequent period.

The Effective Date of this Agreement is 15 August 2011 ~~august 15-2011~~

In addition to the prices, all Hazardous Material ("Hazmat") Charges, Delivery Charges and surcharges as applicable shall be paid by the Purchaser.

Location	Product	Product Style & Capacity	Gas Price	Rental / Leases Price	Delivery Charges
5794 Parkhaven, Côte St-Luc, Qc	CO-2 bulk	750#	\$0,45/lb	\$85,00/mth	\$19,50
	CO-2 cylinder	50#	\$52,00/cyl	\$5,00/mth	\$19,50

INITIAL

Purchaser to Included in this Product Supply and Service Agreement are: a) all the Products distributed by
initial choice of (a) Praxair, whether or not specified above, or (b) all Products and Consumables, whether or not
or (b) and strike out specified as per attached Rider and distributed by Praxair.
part that is not In consideration of choice (b) all Product pricing will remain firm for the first year of the initial
applicable period. NOT APPLICABLE

By signing this Agreement the Purchaser agrees to be bound by the terms and conditions set out: (i) on the reverse hereof; (ii) on the reverse of Praxair's form of delivery ticket; and (iii) on any riders or attachments hereto. The parties declare that there are no riders to this Agreement at the present time.

SIGNED BY PURCHASER

Location <u>(for service) 5794 Parkhaven, Côte Saint-Luc, Date</u>	
Quebec - ACC indoor pools 5794 Parkhaven, Côte St-Luc, Qc	
Purchaser's Name <u>City of Côte Saint-Luc Ville Côte St-Luc (centre Aquatique)</u>	Title <u>Associate general Counsel</u>
Accepted By:	Print Name <u>Cheri Bell</u>

SIGNED BY PRAXAIR DISTRIBUTION, division of PRAXAIR CANADA INC.

Submitted by: Michel Cholette	Agreement No. 140711-320	(sub - dd/mm/yr)
Date		
Accepted By: Leo Mayotte	Title: Divisional General Manager	



TERMS AND CONDITIONS

1. **FACILITY** - (a) Purchaser, at Purchaser's expense, shall provide a suitable site for each cylinder, dry ice bin or tote, gas generating or blending equipment or storage equipment (the "Facility") as required by Praxair, with access by road and furnish utilities, if required by Praxair, in connection with each Facility, for example, without limitation, electric power, ventilation, gas monitoring, water, telephone connections and the means to deliver such utilities to the point or points designated by Praxair.

(b) Praxair shall install and/or deliver any Facility operated on Purchaser's site. Title to and ownership of all Praxair supplied equipment for each Facility shall remain the property of Praxair or its assignee and shall not vest in or otherwise transfer to Purchaser notwithstanding the degree of affixation to Purchaser's realty or its character or alleged character as a fixture thereon. Neither Praxair nor Purchaser shall impose or permit to be imposed any liens or encumbrances whatsoever upon the property of the other and shall promptly cause to be discharged any lien or encumbrance imposed or permitted contrary hereto.

(c) Praxair acting reasonably shall have the right, at any time and at its expense to remove any Facility and substitute therefore another Facility of such type and size as is considered adequate and safe by Praxair for the purposes of this Agreement. If a change in Purchaser's requirements, property additions or alterations of any nature, has resulted in Praxair's decision to substitute another Facility, there shall be a charge for such replacement, and ~~this Agreement shall be deemed to be amended to reflect the date this new Facility is installed at the Purchaser's location as the new Effective Date for this Agreement.~~

(d) Purchaser grants to Praxair the right of access to the Facility for the purposes of this Agreement. Purchaser will use reasonable efforts to prevent persons other than Praxair's representatives, or Purchaser's employees authorized by Praxair, from altering, repairing or adjusting the Facility. If any Facility or Product is lost, contaminated or damaged by Purchaser, its agents, employees, or invitees, other than Praxair's employees or agents, the reasonable cost of repairs or replacement will be borne by Purchaser.

(e) Requirements: Praxair will sell to Purchaser, and Purchaser will purchase from Praxair, on the terms and conditions hereinafter set forth and set forth in any Riders attached hereto, Purchaser's total present and future requirements, of Product for use at Purchaser's Location(s), and if the operations at Purchaser's Location(s) are conducted at expanded or new location(s), then at such expanded or new location(s), as agreed to. As to each Rider, Purchaser represents and warrants to Praxair that as of the Effective Date Purchaser will not be obligated under the terms of any other contract to purchase Product listed on the first page of this Agreement for Purchaser's Location. In the event the foregoing representation and warranty proves to be false, Purchaser hereby agrees to indemnify and hold harmless Praxair from and against all costs, damages or liabilities which Praxair may incur in connection with any claim or claims asserted by any third party as a result thereof. If Purchaser's requirement for any Product, at any Location significantly exceeds the respective average monthly volume then Praxair shall make reasonable efforts to supply such requirements in excess of the average monthly volume with due regard to Praxair's other contractual commitments in existence at the time of the increase. Notwithstanding the foregoing and subject to agreement, Praxair reserves the right to reasonably adjust the prices specified herein for any differences in the distances to new or expanded Purchaser Locations from Praxair's existing supply plants (supply sources).

(f) Praxair shall, at Purchaser's reasonable expense, remove each Product(s) within a reasonable time after the expiry or termination of this Agreement for any reason.

2. **PRICES AND PRICE CHANGES** - (a) Purchaser shall pay Praxair for Product and/or Consumables delivered or picked up from Praxair hereunder in accordance with the terms of payment established by Praxair. Praxair shall have the right to increase or decrease the applicable Product Price (which includes, Gas Price and/or Rental/Lease Price) and/or Consumable Price for each Product and/or Consumable set forth herein. In the event of an increase in Product Price Praxair will send written notice to the Purchaser. The parties agree that the maximum yearly price increase will not exceed four percent (4%) of Product pricing.

~~(b) In the case of an increase in the price of a particular Product and/or Consumable the effective date in the case of the Consumable shall be the date on the invoice and in the case of an increase in the Product Price, the effective date shall be not less than fifteen (15) days after said notice; and if Purchaser, within fifteen (15) days after said notice, furnishes Praxair with credible written evidence that Purchaser can purchase the Product from a responsible seller in like quantities under similar conditions and at a lower monthly aggregate cost including cost of the Product, Rental/Lease Price and all other charges, and if, within fifteen (15) days thereafter Praxair does not agree to meet said lower price, or reinstate the price in effect at the time of said notice, Purchaser may, within thirty (30) days thereafter, cancel the undelivered portion of such Product to which said lower price apply by giving Praxair ten (10) days prior written notice of such cancellation. Such cancellation shall not affect the obligation of Praxair to deliver and Purchaser to accept other Products and/or Consumables covered by this Agreement. If within such last mentioned fifteen (15) days Praxair does not agree to meet such lower price and similar terms and conditions of sale for a Product, this Agreement shall be deemed to be amended accordingly and Purchaser shall thereafter purchase such other Product and/or Consumables from Praxair in accordance with such price and conditions relating to such other Product and/or Consumables as stated herein. If within such last mentioned fifteen (15) days Praxair agrees to meet such lower price, then Praxair may on written notice to Purchaser, extend the term of this Agreement by the express or implied term related to the said lower price. Deleted by agreement~~

(c) In addition to the amounts payable hereunder, Purchaser shall pay, when due, all municipal and other governmental taxes, excises, assessments and/or other charges including Hazmat, Delivery and any regulatory surcharges which Praxair may have in place during a particular time (except taxes on or measured by income of Praxair) that may be required to be paid with respect to the production, sale or transportation of any materials delivered hereunder or with respect to the Facility whether the same be payable or billed or assessed to Purchaser or Praxair, together with any penalties or interest in connection therewith (except where the law otherwise provides.)

3. **SPECIFICATIONS** - If the purity of the Gas hereunder does not meet the specifications as per this Agreement, or in the absence of any such specifications, does not meet the standards as published by the Compressed Gas Association, the Gas may be rejected by the Purchaser and Praxair shall remove such Gas from the Facility and credit Purchaser the full invoice purchase price paid therefor. Except as provided in the preceding sentence, Praxair shall not be liable to Purchaser for any claim or loss whatsoever by reason of the delivery of any Gas or Product not conforming to the said specifications including, without limitation, liability for any special, indirect or consequential damages. The foregoing constitutes Purchaser's exclusive remedy and Praxair's sole obligation with respect to any such claim.

4. **LIABILITY AND NO WARRANTY** - (a) Except for Praxair's breach of its obligations under this Agreement, Praxair's negligence and/or negligence of Praxair's employees, Purchaser agrees to release, indemnify and hold harmless Praxair's affiliates and its and their respective directors, officers, employees and agents from and against any and all claims and demands of any nature whatsoever, for loss or damage to property, including, without limitation, environmental and noise as it relates to Product release or delivery or injury to persons, including death resulting therefrom, at any time caused directly, or indirectly by, or through the presence or use of, any Facility, or Product and/or Consumables, or arising during the performance of services, tests, or work by Praxair at Purchaser's Location, except any such loss, or damage resulting from the negligence of Praxair, its employees or agents. No claim of the Purchaser arising from this Agreement whether or not based on negligence, breach of warranty or condition shall exceed the total invoices price paid for the Product and/or Consumables delivered in the twelve (12) months preceding such claim. Neither Party nor its affiliates, nor any of its or their respective

officers, directors, employees or agents shall have any liability of any type (including, but not limited to breach of contract, fundamental breach, breach of warranty or condition, negligence or other tort liability), for any special, incidental, indirect or consequential damages, including, but not limited to the loss of opportunity, loss of use, loss of revenue or loss of business, in connection with or arising out of this Agreement however caused, even if such damages may have been foreseeable. No representations, conditions or warranties, express or implied, statutory or otherwise, shall apply or be implied or otherwise created with respect to the purchase or sale of Product and/or Consumables or other items supplied by Praxair including, without limitation, any representation, condition or warranty as to merchantability, quality or fitness of Product for a particular purpose.

(b) It is expressly understood that any technical advice furnished by Praxair with respect to the Gases or the Consumables is given gratis and Praxair assumes no obligation or liability for the advice given or results obtained, all such advice being given and accepted at Purchaser's risk.

5. **MANUFACTURER'S WARRANTY** - Notwithstanding any other warranty provision, in relation to any items or equipment covered by this Agreement which is not manufactured by Praxair, Praxair shall provide reasonable assistance to Purchaser in obtaining the benefit for Purchaser of any applicable manufacturer's warranty. No claim of any kind with respect to any item or equipment and/or Consumables covered by this Agreement and/or delivered hereunder, whether based on contract, negligence, warranty to the Consumables, strict liability or otherwise, shall be greater than the total invoice price paid for the Product and/or Consumable(s) in respect to which such claim is made.

6. **SAFETY INFORMATION** - Praxair shall provide to the Purchaser a Material Safety Data Sheet ("MSDS") for each Product and/or Consumables as required by law. The Purchaser acknowledges that there are hazards associated with the Product. Purchaser assumes the responsibility for warning its employees, agents and independent contractors of all hazards of which it is or may become aware or which are or may in future be disclosed in the MSDS to persons in any way connected with the Product and/or Consumables. If, at any time, Praxair considers that the performance of the supply obligations hereunder would pose an unreasonable risk to the safety of it's or Purchaser's employees or agents, Praxair may suspend its supply obligations without notice.

7. **DELIVERY** - Purchaser shall give Praxair reasonable advance notice of the quantities of Product needed for its use and of any significant increase or decrease in its use pattern. Unless disputed otherwise, the delivery of Product will constitute Purchaser's purchase thereof. The devices used for measuring of cryogenic liquids are as allowed by paragraphs 7(1) (a) and 7(1) (c) of the Weights and Measures Regulations (Ch. 1605, Consolidated Regulations of Canada, 1978, as amended). The devices for measuring cryogenic liquids shall provide measurement of Product within limits of error either four per cent (4%) in under-registration or two per cent (2%) in over-registration. All measurement devices shall be calibrated at least once in each twelve (12) month period using an accepted measuring system and a copy of the results of the calibration shall be provided, upon request, to Purchaser.

8. **GENERAL** - (a) Return of Cylinders - If Purchaser becomes subject to a proceeding in bankruptcy receivership, insolvency, reorganization, or winding up, becomes the subject of an execution or any process of any Court or distress or analogous process, makes a general assignment for the benefit of Purchaser's creditors, makes or attempts to make any bulk sale without complying with the provisions of the relevant statute respecting such sales, or ceases to carry on business as a going concern, then all amounts due to Praxair shall become immediately due and payable without notice to Purchaser and Praxair may take immediate possession of Praxair's cylinders and/or equipment without demand or other notice and without legal process and without limiting the generality of the foregoing, may collect all debts, accounts, monies and choses in action which may be due or owing to or owned by Purchaser respecting Praxair's cylinders or any other equipment, Praxair may enter the premises of Purchaser and proceed to remove Praxair's cylinders or any other equipment without notice, without judicial process and without being considered guilty of trespass or becoming liable or responsible for any injury to persons or damage to property, and Purchaser hereby releases Praxair from any claims incurred as a result of such removal. Purchaser agrees to pay for all legal costs for recovery of debt, on a solicitor and client basis. Nothing contained in this paragraph 8(a) shall be deemed to limit Praxair's rights set forth in the Agreement.

(b) Confidentiality - Subject to the provisions of the Freedom of Information and protection of Privacy Act and Act respecting access to documents held by public bodies and the protection of personal information, adoption of municipal agreements: This Agreement, including the Rider(s) and any addendum hereto, and all drawings, diagrams, specifications, operating data, pricing and costs and other materials furnished by either party to the other in connection therewith, and the information therein are proprietary to the disclosing party. Such materials contain trade secrets and other confidential information of the disclosing party. The receiving party may not reproduce or distribute such materials except (i) to governmental agencies for the purpose of obtain permits and (ii) to the receiving party's employees for the purpose of performing the receiving party's obligations under this Agreement. Unless otherwise agreed to by the parties, the receiving party will keep all such information confidential for a period which will expire five (5) years after the termination date of this Agreement.

(c) Assignment & Notice - The Agreement shall enure to the benefit of, and shall be binding upon, the successors and assignees of the respective parties hereto. Written notice required under the agreement may be sent by courier, priority post, registered mail or fax to either party, and if so mailed, shall be deemed to have been given forty-eight (48) hours after the date such notice is mailed.

(d) Force Majeure - Neither party hereto shall be liable to the other for default or delay in the performance of any of its obligations hereunder due to the act of God, accident, fire, flood, storm, riot, war, sabotage, explosion, strike, labour disturbance, national defense requirements, governmental law, ordinance, rule or regulation, whether valid or invalid, inability to obtain electricity or other type of energy, raw material, labour, equipment or transportation, or any similar or different contingency beyond its reasonable control.

(e) Agreement - The entire Agreement is contained herein and in the Riders and Attachments hereto. This Agreement supersedes any prior agreement(s) between Purchaser and Praxair for delivery of Gas to Purchaser's locations. Any other or different terms or conditions in any purchase orders issued or accepted hereunder shall be deemed null and void. This Agreement shall not be amended except by written agreement signed by both parties hereto.

(f) English Language - The parties hereto confirm that it is their wish that this Agreement, as well as all the other documents relating thereto, including notices, shall be drawn up in English only. Les parties aux présentes manifestent leur volonté que cette entente, ainsi que tous les documents, y compris tous les avis s'y rattachant, soient rédigés en anglais seulement.

9. **GOVERNING LAW** - The parties agree that:

(a) to be governed by the laws of the Province of Quebec Ontario; and

(b) any litigation between the parties hereto concerning this Agreement shall be initiated in the Province of Quebec Ontario.

09/12/2011

Annex F / Annexe F

ACC FURNITURE

ORDER #	TENDER #	DATE	SUPPLIER#	NAME	DESCRIPTION	COMMITMENT	TOTAL
2169	C-29-11	2011-08-18	5621	Global	ACC Office Furniture	\$ 21,752.37	\$ 22,750.89
2170	C-29-11	2011-08-18	905	Cime	ACC Office Furniture	\$ 21,587.87	\$ 22,578.82
2171	C-29-11	2011-08-18	6470	HM	ACC Office Furniture	\$ 5,366.73	\$ 5,613.08
2181	CONTRACT	2011-09-14	1902-06-23	Cime	Café chairs	\$ 12,548.16	\$ 13,124.16
2200	C-29-11	2011-09-21	6470	HM	ACC Office Furniture	\$ 3,912.59	\$ 4,092.19
2209		2011-11-09	905	Cime	Teen room - ACC	\$ 3,736.12	\$ 3,907.62
					TOTAL	\$ 68,903.84	\$ 72,066.76