

12P-1522

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2009-01-06

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Page - 1

BEFORE Mtre [REDACTED] the

undersigned Notary in and for the
Province of Quebec, practising in
the City of Westmount;

A P P E A R E D :-

6040993 CANADA INC., a body politic and
corporate, duly incorporated in virtue of the
Canada Business Corporations Act, having its
Head Office and principal place of business at
[REDACTED]

[REDACTED] herein acting and represented
by TERRY POMERANTZ -----

its President -----

hereunto duly authorized for all purposes hereof
in virtue of a Resolution of the Board of
Directors of the said Company passed at a
Meeting thereof duly called and held on the
seventeenth day of July, Two thousand and eight
(2008), a certified extract whereof remains
annexed to the original of the Deed of Sale
executed before Mtre [REDACTED], Notary,
and bearing Number 1170 of his original notarial
Minutes;

HEREINAFTER CALLED THE "VENDOR";

WHICH said Vendor does hereby sell,
assign and make over,

U N T O :-

Page - 2

9134-3004 QUEBEC INC., a body politic and corporate, duly incorporated in virtue of the Quebec Companies Act, Part IA, having its Head Office and principal place of business at

herein acting and represented by LEONARDO RIZZUTO

its President -----

hereunto duly authorized for all purposes hereof in virtue of a Resolution of the Board of Directors of the said Company passed at a Meeting thereof duly called and held on the Thirty first day of December, Two thousand and eight (2008) a certified extract whereof remains annexed hereto after having been acknowledged as true and signed for identification by the said representative with and in the presence of the undersigned Notary.

HEREINAFTER CALLED THE "PURCHASER"

HERETO present and accepting, as Purchaser, the following immoveable property, namely:-

DESCRIPTION 1

THAT certain emplacement held in co-ownership and situated in the City of Montreal, Province of Quebec, known and designated as being composed as follows:-

Page - 3

(A) Lot number **THREE MILLION FOUR HUNDRED EIGHTY-SIX THOUSAND FOUR HUNDRED TWENTY-EIGHT (3 486 428)** on the Cadastre du Québec, Registration Division of Montreal, being the exclusive unit;

(B) Lot number **THREE MILLION FOUR HUNDRED EIGHTY-SIX THOUSAND SIX HUNDRED SEVENTY-FIVE (3 486 675)** on the Cadastre du Québec, Registration Division of Montreal, being the interior parking unit #A28;

(C) The Vendor's undivided interests insofar as concerns the immovable property hereinabove described under Paragraph (A) and (B), in and to lot number **THREE MILLION FOUR HUNDRED AND EIGHTY-SIX THOUSAND FOUR HUNDRED AND TWENTY-TWO (3 486 422)**, on the Cadastre du Québec, Registration Division of Montreal, the whole as established in the "Declaration de Co-propriété initiale" published at the Land Register of Montreal, under Number 12 667 697 and in the "Declaration de Co-propriété Concomitante" published at the said Land Register, under Number 12 699 932, and modifications published at the Land Register of Montreal under number 13 772 998 and 13 805 372 being the common portions.

The lot hereinabove described under Paragraph (A) corresponds to a fraction of the building bearing civic number **1000 De la Commune**

Page - 4

Street East, Unit 311, in the said City of Montreal, Province of Quebec.

With and subject to Servitudes created under the terms of Deeds published at the Land Register of Montreal, under Numbers 3 981 452, 4 461 627, 4 880 957, 5 082 060, 5 082 061, 5 241 456, 5 075 245, 12 488 076, 12 606 240 and 12 687 521.

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

IN ADDITION to the foregoing, included in the present deed of sale and forming part of the purchase price, is the **Locker #12-01 in Stationnement Section "A"**, the whole as shown outlined in **yellow** on the Plan hereto annexed to form part hereof, after having been acknowledged as true and signed for identification by the Parties herein, together with and in the presence of the undersigned Notary.

DESCRIPTION 2

THAT certain emplacement held in co-ownership and situated in the City of Montreal, Province of Quebec, known and designated as being composed as follows:-

(A) Lot number **THREE MILLION FOUR HUNDRED EIGHTY-SIX THOUSAND FOUR HUNDRED EIGHTY-THREE (3**

Page - 5

486 483) on the Cadastre du Québec, Registration Division of Montreal, being the exclusive unit;

(B) Lot number **THREE MILLION SIX HUNDRED NINETY THOUSAND TWO HUNDRED TWELVE (3 690 212)** on the Cadastre du Québec, Registration Division of Montreal, being the interior parking unit #E24;

(C) The Vendor's undivided interests insofar as concerns the immoveable property hereinabove described under Paragraph (A) and (B), in and to lot number **THREE MILLION FOUR HUNDRED AND EIGHTY-SIX THOUSAND FOUR HUNDRED AND TWENTY-TWO (3 486 422)**, on the Cadastre du Québec, Registration Division of Montreal, the whole as established in the "Declaration de Co-propriété initiale" published at the Land Register of Montreal, under Number 12 667 697 and in the "Declaration de Co-propriété Concomitante" published at the said Land Register, under Number 12 699 932, and modifications published at the Land Register of Montreal under number 13 772 998 and 13 805 372 being the common portions.

The lot hereinabove described under Paragraph (A) corresponds to a fraction of the building bearing civic number **1000 De la Commune Street East, Unit 503**, in the said City of Montreal, Province of Quebec.

With and subject to Servitudes created

Page - 6

under the terms of Deeds published at the Land Register of Montreal, under Numbers 3 981 452, 4 461 627, 4 880 957, 5 082 060, 5 082 061, 5 241 456, 5 075 245, 12 488 076, 12 606 240 and 12 687 521.

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

IN ADDITION to the foregoing, included in the present deed of sale and forming part of the purchase price, is the **Locker #E86 in Stationnement Section "E"**, the whole as shown outlined in **yellow** on the Plan hereto annexed to form part hereof, after having been acknowledged as true and signed for identification by the Parties herein, together with and in the presence of the undersigned Notary.

DESCRIPTION 3

THAT certain emplacement held in co-ownership and situated in the City of Montreal, Province of Quebec, known and designated as being composed as follows:-

- (A) Lot number **THREE MILLION FOUR HUNDRED EIGHTY-SIX THOUSAND FIVE HUNDRED SIX (3 486 506)** on the Cadastre du Québec, Registration Division of Montreal, being the exclusive unit;
- (B) Lot number **THREE MILLION FOUR HUNDRED**

Page - 7

EIGHTY-SIX THOUSAND SIX HUNDRED THIRTY-TWO (3 486 632) on the Cadastre du Québec, Registration Division of Montreal, being the interior parking unit #A38;

(C) The Vendor's undivided interests insofar as concerns the immoveable property hereinabove described under Paragraph (A) and (B), in and to lot number **THREE MILLION FOUR HUNDRED AND EIGHTY-SIX THOUSAND FOUR HUNDRED AND TWENTY-TWO (3 486 422)**, on the Cadastre du Québec, Registration Division of Montreal, the whole as established in the "Declaration de Co-propriété initiale" published at the Land Register of Montreal, under Number 12 667 697 and in the "Declaration de Co-propriété Concomitante" published at the said Land Register, under Number 12 699 932, and modifications published at the Land Register of Montreal under number 13 772 998 and 13 805 372 being the common portions.

The lot hereinabove described under Paragraph (A) corresponds to a fraction of the building bearing civic number **1000 De la Commune Street East, Unit 510, in the said City of Montreal, Province of Quebec.**

With and subject to Servitudes created under the terms of Deeds published at the Land Register of Montreal, under Numbers 3 981 452, 4

Page - 8

461 627, 4 880 957, 5 082 060, 5 082 061, 5 241 456, 5 075 245, 12 488 076, 12 606 240 and 12 687 521.

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

IN ADDITION to the foregoing, included in the present deed of sale and forming part of the purchase price, is the **Locker #12-04 in Stationnement Section "A"**, the whole as shown outlined in **yellow** on the Plan hereto annexed to form part hereof, after having been acknowledged as true and signed for identification by the Parties herein, together with and in the presence of the undersigned Notary.

DESCRIPTION 4

THAT certain emplacement held in co-ownership and situated in the City of Montreal, Province of Quebec, known and designated as being composed as follows:-

- (A) Lot number **THREE MILLION FOUR HUNDRED EIGHTY-SIX THOUSAND FIVE HUNDRED TWENTY-FOUR (3 486 524)** on the Cadastre du Québec, Registration Division of Montreal, being the exclusive unit;
- (B) Lot number **THREE MILLION SIX HUNDRED NINETY THOUSAND ONE HUNDRED SEVENTY-FOUR (3 690 174)** on

Page - 9

the Cadastre du Québec, Registration Division of Montreal, being the interior parking unit #E67;

(C) The Vendor's undivided interests insofar as concerns the immovable property hereinabove described under Paragraph (A) and (B), in and to lot number **THREE MILLION FOUR HUNDRED AND EIGHTY-SIX THOUSAND FOUR HUNDRED AND TWENTY-TWO (3 486 422)**, on the Cadastre du Québec, Registration Division of Montreal, the whole as established in the "Declaration de Co-propriété initiale" published at the Land Register of Montreal, under Number 12 667 697 and in the "Declaration de Co-propriété Concomitante" published at the said Land Register, under Number 12 699 932, and modifications published at the Land Register of Montreal under number 13 772 998 and 13 805 372 being the common portions.

The lot hereinabove described under Paragraph (A) corresponds to a fraction of the building bearing civic number **1000 De la Commune Street East, Unit 627, in the said City of Montreal, Province of Quebec.**

With and subject to Servitudes created under the terms of Deeds published at the Land Register of Montreal, under Numbers 3 981 452, 4 461 627, 4 880 957, 5 082 060, 5 082 061, 5 241 456, 5 075 245, 12 488 076, 12 606 240 and 12

687 521.

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

IN ADDITION to the foregoing, included in the present deed of sale and forming part of the purchase price, is the **Locker #E16 in Stationnement Section "E"**, the whole as shown outlined in **yellow** on the Plan hereto annexed to form part hereof, after having been acknowledged as true and signed for identification by the Parties herein, together with and in the presence of the undersigned Notary.

DESCRIPTION 5

THAT certain emplacement held in co-ownership and situated in the City of Montreal, Province of Quebec, known and designated as being composed as follows:-

- (A) Lot number **THREE MILLION FOUR HUNDRED EIGHTY-SIX THOUSAND FIVE HUNDRED FORTY-EIGHT (3 486 548)** on the Cadastre du Québec, Registration Division of Montreal, being the exclusive unit;
- (B) Lot number **THREE MILLION FOUR HUNDRED EIGHTY-SIX THOUSAND SEVEN HUNDRED THIRTY-TWO (3 486 732)** on the Cadastre du Québec, Registration Division of Montreal, being the interior parking unit #B19;

Page - 11

(C) The Vendor's undivided interests insofar as concerns the immovable property hereinabove described under Paragraph (A) and (B), in and to lot number **THREE MILLION FOUR HUNDRED AND EIGHTY-SIX THOUSAND FOUR HUNDRED AND TWENTY-TWO (3 486 422)**, on the Cadastre du Québec, Registration Division of Montreal, the whole as established in the "Declaration de Co-propriété initiale" published at the Land Register of Montreal, under Number 12 667 697 and in the "Declaration de Co-propriété Concomitante" published at the said Land Register, under Number 12 699 932, and modifications published at the Land Register of Montreal under number 13 772 998 and 13 805 372 being the common portions.

The lot hereinabove described under Paragraph (A) corresponds to a fraction of the building bearing civic number **1000 De la Commune Street East, Unit 717, in the said City of Montreal, Province of Quebec.**

With and subject to Servitudes created under the terms of Deeds published at the Land Register of Montreal, under Numbers 3 981 452, 4 461 627, 4 880 957, 5 082 060, 5 082 061, 5 241 456, 5 075 245, 12 488 076, 12 606 240 and 12 687 521.

As the said property now subsists with

Page - 12

all its rights, members and appurtenances, without exception or reserve of any kind on the part of the Vendor.

IN ADDITION to the foregoing, included in the present deed of sale and forming part of the purchase price, is the **Locker directly to the rear of parking #B19**, the whole as shown outlined in **yellow** on the Plan hereto annexed to form part hereof, after having been acknowledged as true and signed for identification by the Parties herein, together with and in the presence of the undersigned Notary.

T I T L E

The Vendor acquired the said property from **DEVELOPPEMENTS HARBOURTEAM INC./ HARBOURTEAM DEVELOPMENTS INC.**, in virtue of a Deed of Sale executed before Mtre. [REDACTED], notary under number 23,626 of his minutes and published at the Land Register of Montreal, under Number 15 376 610.

POSSESSION

The Purchaser shall be the absolute owner of the presently sold property as and from this date and will take possession thereof forthwith; the Parties hereto hereby acknowledging that all adjustments have been

Page - 13

made between themselves as at the first day of November, Two thousand and eight (2008), and whereof quit.

VENDOR'S DECLARATIONS AND WARRANTIES

THE Vendor declares, covenants and warrants:-

(1) THAT the said property is held under the tenure of franc alleu roturier, the same having been duly commuted and the price of commutation paid.

(2) THAT the said property is free and clear of all hypothecs and encumbrances whatsoever, save and excepting for the "Déclaration de Co-propriété initiale" published at the Land Register of Montreal, under Number 12 667 697 and in the "Déclaration de Co-propriété Concomitante" published at the said Land Register, under Number 12 699 932, and modifications published at the Land Register of Montreal under numbers 13 772 998 and 13 805 372, save and except for a hypothec in favour of HSBC BANK CANADA published at Montreal under number 15 364 165, Mainlevée for which shall be obtained with respect to the immoveable property hereinabove described, at the Vendor's cost and expense, out of the proceeds of this present Sale, no new hypothec being herein created in

Page - 14

favour of the said HSBC BANK CANADA.

(3) THAT all assessments and rates, both general and special, affecting the said property, have been paid to date without subrogation and consolidation.

(4) THAT the Vendor certifies that no notice of non-compliance has been issued by the municipal, provincial or other authorities in respect of this property.

(5) THAT the Vendor declares that this property is not insulated with urea-formaldehyde foam.

(6) THAT the Vendor is classified as a Canadian Resident and not as a "non resident person" within the meaning of the Income Tax Act (Canada) and the Taxation Act, Quebec, (1972 Statutes), the Vendor making this present declaration conscientiously, believing it to be true and knowing that it is of the same force and effect as if made under oath and by and in virtue of the Canada Evidence Act.

CONDITIONS

THE present Sale is thus made subject to the following charges and conditions, to the fulfilment whereof the Purchaser binds and obliges himself, namely:-

(1) TO pay the costs of this Deed, of its registration and of the required copies.

Page - 15

(2) TO pay all taxes and assessments affecting the said emplacement, both general and special, municipal and school, of whatever nature they may be, as and from the date of adjustment hereinabove set forth, including a proportion of those for the current year, as well as all instalments maturing after that date of special taxes levied before that date and payable by instalments.

(3) TO pay, as and from the date of adjustment hereinabove set forth, all assessments of common expenses levied by the administrator, insofar as concerns the fraction hereinabove described, the whole in conformity with the "Declaration de Co-propriété initiale" published at the Land Register of Montreal, under Number 12 667 697 and in the "Declaration de Co-propriété Concomitante" published at the said Land Register, under Number 12 699 932, and modifications published at the Land Register of Montreal under numbers 13 772 998 and 13 805 372.

(4) NOT to call upon the Vendor to furnish any title deeds or Certificates of Search or any documents relating to the property, or any plans whatsoever; the Purchaser however, shall have communication at any reasonable time to such documents as may be in the possession of his

Page - 16

auteurs in title.

(5) TO fulfil, to the complete and entire exoneration of the Vendor herein, all of the terms, clauses and conditions contained in the said "Declaration de Co-Propriété initiale" published at the Land Register of Montreal, under Number 12 667 697 and in the Declaration de Co-Propriété Concomitante" published at the said Land Register, under Number 12 699 932, and modifications published at the Land Register of Montreal under numbers 13 772 998 and 13 805 372, the laws of the Province of Quebec governing co-ownership, and all rules and regulations and all resolutions and other matters passed at all meetings of the co-proprietors, the whole insofar as concerns the fraction hereinabove described.

(6) TO take the presently sold property in its present state and condition, having seen and viewed the same and being therewith content and satisfied.

P R I C E

THE PRESENT SALE is thus made for and in consideration of the price and sum of **ONE DOLLAR (\$1.00)**, and other good and valuable consideration which the Vendor acknowledges to have truly received of and from the Purchaser herein at the execution hereof, and whereof

quit.

SPECIAL DECLARATION

(1) THE Purchaser herein does hereby take communication of the Certificate of Location prepared by [REDACTED] Quebec Land Surveyor, dated the Twelfth day of October, Two thousand and five (2005), and bearing Number [REDACTED] of his Minutes, and the plans bearing Number [REDACTED] and does hereby accept the boundaries and measurements of the property hereinabove described, as set forth in the said Certificate of Location and Plans notwithstanding the superficial areas originally referred to in the Offers to Purchase previously signed between DEVELOPPEMENTS HARBOURTEAM INC./ HARBOURTEAM DEVELOPMENTS INC., and the Purchaser and the architectural plans originally provided to the Purchaser. The Purchaser does hereby renounce any and all rights against the Vendor and DEVELOPPEMENTS HARBOURTEAM INC./ HARBOURTEAM DEVELOPMENTS INC., with respect to any discrepancy between the actual boundaries and measurements as described in the said Certificate of Location and those boundaries and measurements referred to in the said Offer to Purchase and/or architectural plans.

Page - 18

In accordance with Article 1.16 of the "Declaration de Co-propriété Concomitante published at the said Land Register, under Number 12 699 932, the Purchaser does hereby agree and consent for himself and his ayants-droit to be bound by any amendments or additional Declarations of Co-Ownership which shall affect the project. Furthermore, the Purchaser does hereby give and grant unto the Vendor, DEVELOPPEMENTS HARBOURTEAM INC./ HARBOURTEAM DEVELOPMENTS INC., or [REDACTED] an irrevocable mandate with full powers of substitution to act for himself and for all co-owners in virtue of a unanimous shareholders' resolution of co-owners, the whole in conformity with Article 354 of the Civil Code of Quebec, for the purposes of acting as administrator and representative of the Syndicate for the purpose of:-

- appearing in any additional Declaration of Co-Ownership for any modifications to the Declaration of Co-Ownership;
- signing and accepting any cadastral plans;
- creating and amending any Deed of Servitude or any other deed creating real rights;
- correcting or modifying any Declaration

Page - 19

- of Co-Ownership required by the Notary and the developer of the project; and proceeding with full effect, the whole in accordance with the provisions of the Declaration de Co-propriété Concomitante published at the said Land Register, under Number 12 699 932.

- (2) Furthermore, with respect to the provisions of the previous paragraph, the Vendor, DEVELOPPEMENTS HARBOURTEAM INC./ HARBOURTEAM DEVELOPMENTS INC., or [REDACTED] is hereby irrevocably authorized to sign and execute any and all servitudes and/or other agreements relating to any encroachment or other matters for any construction forming part of the project whether said encroachment or other matters presently exist or will exist in the future; and further to sign any and all servitudes or other deeds creating real rights with owners of neighbouring immoveable properties and buildings.

GOODS AND SERVICES TAX "GST" /

QUEBEC SALES TAX "QST"

THE Vendor and the Purchaser hereby declare that the sale of the property is a "taxable

Page - 20

supply of real property" for the purposes of liability for payment of the Goods and Services Tax (GST) and Quebec Sales Tax (QST); the condominium units presently sold shall not be used by the Vendor for residential purposes.

The Vendor and the Purchaser moreover declare that the GST and QST is not included in the sales price provided for in the present Deed of Transfer.

THE Purchaser declares and warrants that its registration number under the GST is [REDACTED] and its registration number under the QST is [REDACTED] and same have not been cancelled.

THE Vendor and the Purchaser hereby declare that any GST and QST payable under this Deed of Transfer shall be paid by the Purchaser.

SPECIAL DECLARATION/DECLARATION SPECIALE

ALL of the Parties hereto declare that they have specifically requested, and do hereby confirm their request, that the present Contract be drafted and executed in the ENGLISH LANGUAGE; toutes les Parties aux présentes déclarent qu'elles ont spécifiquement demandé que le présent Contrat soit rédigé et signé en LANGUE ANGLAISE, et par les présentes confirment leur dite demande.

Page - 21

INFORMATION REQUIRED in virtue of la Loi
concernant les droits sur les mutations
immobilières (L.R.Q., Chapitre D-15.1:-

- (a) NAME AND GIVEN NAME AND ADDRESS OF THE
PRINCIPAL RESIDENCE OF THE VENDOR AND/OR
TRANSFEROR:-

6040993 CANADA INC.,



- (b) NAME AND GIVEN NAME AND ADDRESS OF THE
PRINCIPAL RESIDENCE OF THE PURCHASER
AND/OR
TRANSFeree:-

9134-3004 QUEBEC INC.,



- (c) THE IMMOVEABLE PROPERTY HEREIN SOLD
AND/OR TRANSFERRED IS LOCATED IN THE
FOLLOWING MUNICIPALITY:-

Montreal, Quebec;

THE TRANSFEROR AND/OR VENDOR AND THE
TRANSFeree AND/OR PURCHASER DO HEREBY
DECLARE THAT THE TOTAL VALUE OF THE
CONSIDERATION OF THIS PRESENT DEED IS-

DESCRIPTION 1 = \$ 247,220.00

DESCRIPTION 2 = \$273,470.00

DESCRIPTION 3 = \$417,900.00

Page - 22

DESCRIPTION 4 = \$314,700.00

DESCRIPTION 5 = \$319,945.00

AND THE BASIS OF ASSESSMENT FOR THE
TRANSFER DUTIES IS:-

DESCRIPTION 1 = \$ 258,000.00

DESCRIPTION 2 = \$253,000.00

DESCRIPTION 3 = \$337,000.00

DESCRIPTION 4 = \$293,000.00

DESCRIPTION 5 = \$306,000.00

(e) THE AMOUNT OF TRANSFER DUTIES, IF
APPLICABLE IS-

DESCRIPTION 1 = \$2,370.00

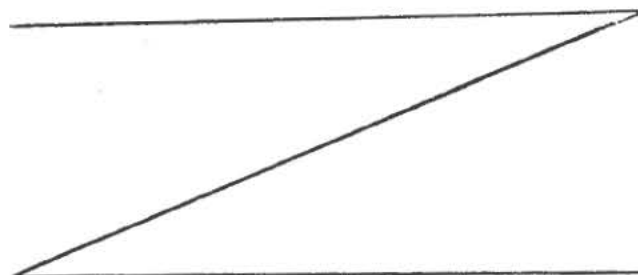
DESCRIPTION 2 = \$2,602.05

DESCRIPTION 3 = \$4,768.50

DESCRIPTION 4 = \$3,220.50

DESCRIPTION 5 = \$3,299.20

(f) THAT in the said Deed of Sale there are
no movables with respect to Article 1.01
of the Law.



Page - 23

WHEREOF ACTE:-

DONE AND PASSED at the said City of Westmount, in the office of the undersigned Notary, on the Thirty first ----- day of December, Two thousand and eight (2008), under the Number TWENTY THREE THOUSAND NINE HUNDRED AND SEVEN

of the original notarial Minutes of the undersigned Notary.

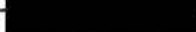
AND AFTER DUE READING HEREOF, the Parties herein have signed with and in the presence of the undersigned Notary.

6040993 CANADA INC.,

PER: 

9134-3004, QUEBEC INC.,

PER: 

Me , NOTARY

A TRUE COPY of the original here of
remaining of record in my office.

