

AFFIDAVIT OF MR. LEO LEE LALLI

I, the undersigned, Leo Lee Lalli, residing at [REDACTED]
[REDACTED] do solemnly declare that:

1. I am a Quebec businessman, sole shareholder of Marathon Division Gaz, a company carrying on commercial operations relating to the installation of natural gaz pipelines and meters;
2. I am not a property promoter and have never been;

Ownership of the Land

3. In 2002, Mr. Joseph Iaccovelli, a friend of mine who was a contractor, was doing business with his client, the Mormon church in LaSalle. He informed me that the President of the Lethbridge Stake (the "**Mormons**") was looking for a parcel of land for their church in Montreal;
4. Mr. Iaccovelli then introduced me to Mr. MacFarlane, the representative of the Mormons;
5. Also in 2002, I learned that two disjoined parcels of land, owned by the *Fondation Villa Notre-Dame de Grâce*, were for sale. However, the owner insisted on selling both parcels together, rather than individually. The parcels of land had apparently been on the market for quite some time. Since the two parcels were zoned institutional, I thought that one of the parcels would be of interest for the Mormons;
6. The fact that the Mormons could be interested in buying one of the parcels of land was the only reason why I was interested in buying both parcels. I thought that I could get the Mormons to pay a high enough price for one parcel and, as such, could acquire the other parcel (the "**Pharmaprix Parcel**") at no cost;
7. I had entered into a verbal agreement with the Mormons to sell them one of the parcels of land (the "**Mormon Parcel**") if I ultimately became owner of that parcel;
8. On November 25th, 2002, believing that it was a good investment opportunity, I made an offer to buy both parcels of land owned by *Fondation Villa Notre-Dame de Grâce* in Côte St-Luc (the "**Land**"), for a total amount of \$1,850,000 (the "**Offer**"). The Offer was accepted the same day;

9. Pursuant to the Offer, there were conditions attached to the proposed sale concerning the following matters:
 - a. Inspection for contamination of the Land;
 - b. Approvals from the City of Montreal for zoning changes allowing the project of the Mormons within 365 days;
10. With my support and with that of the *Fondation Ville Notre-Dame de Grâce*, the Mormons worked with the City to get their project accepted, which in fact happened in the summer of 2003;
11. At that time, I did not know exactly what to do with the Pharmaprix Parcel situated on the corner;
12. On October 9th, 2003, I purchased the Land through two transactions for a combined total price of \$1,850,000.00 as agreed in the Offer. First, I purchased the Mormon Parcel, through my company 3633608 Canada inc. for a value established at \$1,800,000. Second, I personally purchased the Pharmaprix Parcel for a value established at \$50,000.00;
13. The value of each parcel was established in this manner for tax purposes;
14. On October 15th, 2003, I sold the Mormon Parcel to the Mormons for \$2,000,000.00;
15. Several months thereafter, I was contacted by Mr. Mario Simeone, who was representing Pharmaprix, to possibly rent the Pharmaprix Parcel to them if a pharmacy could be erected there;
16. As regards the Pharmaprix Parcel, I made a request to the City of Montreal for a zoning change, from institutional to commercial, to allow for the operation of a pharmacy;
17. On August 1st, 2005, a petition signed by 162 neighbourhood residents opposing the zoning change was submitted to the City of Montreal;
18. Considering the opposition made by the residents, I chose to abandon the Pharmaprix project;
19. On February 13th, 2006, I sold the Pharmaprix Parcel to 9067-4466 Québec Inc., represented by Mr. Michel Servant, for \$1.5 million;

20. I was not involved in any manner with the Pharmaprix Parcel after the sale to 9067-4466 Québec inc. To the best of my knowledge, the Pharmaprix Parcel was subsequently sold to another company, 4425529 Canada inc., for \$4,550,000, which finally erected thereon a retirement home;
21. During the time that I owned the Pharmaprix Parcel, I received several offers from potential buyers, all on an unsolicited basis, all such offers having been predicated on the erection of a retirement home. One of the offers, a verbal one, was made by Mr. Nick Rizzuto Jr. which I refused, because I did not want to do any business with people related to organize crime;

No relations with organized crime

22. In or about 2004, I was contacted by Mr. Del Peschio, owner of a restaurant, to ask me if I would agree to meet with Mr. Vito Rizzuto, without him mentioning the purpose of this meeting. As a courtesy, I decided to agree to the meeting;
23. Mr. Vito Rizzuto and Mr. Tony Magi were present at that meeting and they asked if I would sell the Pharmaprix Parcel to Mr. Tony Magi, or be a partner with him. I politely refused as I did not want to do any business with Mr. Tony Magi, nor with any person related to organized crime;
24. I was never told, at that time, that Mr. Vito Rizzuto was to be a partner with Mr. Tony Magi;
25. Later on, I learned that Mr. Tony Magi and Mr. Vito Rizzuto had made an offer, prior to mine, for the Pharmaprix Parcel and had been in discussions with Pharmaprix, prior to my discussions with Pharmaprix. I was not aware of this at the time of my purchase of the Pharmaprix Parcel;
26. Between the years of 2004 to 2009 approximate, Mr. Nick Rozzuto Jr. contacted me a few times for some deals he wanted to do with me concerning the repossession of properties from banks. I always declined his offers;
27. In April 2009, I was severely beaten, at gun point, by several people who were sent by Mr. Tony Magi to claim from me \$1.5 million on the basis that I refused to do the deal with Mr. Tony Magi for the Pharmaprix Parcel;

28. I considered this to be extortion and I therefore immediately reported the incident to the police;
29. The picture, filed as exhibit LL-1, was taken by a police officer at the hospital where the police had brought me;
30. I told the police that one of the four people that beat me, with guns to my head, said that his name was Kenny Solomon. The police officer then showed me pictures to identify the perpetrators, which I did. The police officer told me that his real name was Joseph Ducarme, apparently known to the police as a dangerous killer;
31. I told the police officer that the perpetrator had threatened my life and the police officer told me that I should take the threats seriously as he was a known killer. It was suggested to me that I should think about whether to press charges in view of what happened, plus the threats directed against my children. I was told however that a taped declaration would be helpful in the event that I was murdered;
32. I accordingly made a video declaration relating these events in front of Mr. Joël Lessard, *Sergent detective, Enquêteur Section des crimes majeurs* of SPVM in the presence of another police officer;
33. I have never knowingly been involved, in any way whatsoever, with anyone related to organized crime. In fact, when I refused to get involved, I paid a severe price for my refusal;
34. I never socialized with either Mr. Vito Rizzuto, Mr. Tony Magi or Mr. Nick Rizzuto Jr. However Mr. Nick Rizzuto Jr. had, at times, come to my office to try to convince me to partner with him in different real estate transactions. I always refused;
35. I had no dealings with Mr. Nick Rizzuto Jr., Mr. Vito Rizzuto, nor Mr. Tony Magi regarding the Pharmaprix Parcel other than the above mentioned verbal offer to purchase from Mr. Nick Rizzuto Jr. (which I refused) and the abovementioned meeting with Mr. Vito Rizzuto and Mr. Tony Magi (on which occasion I also refused to do business with them);

- 36. I have been living a personal nightmare over the last number of years. Between my name being maligned in the press, together with the incidents that I have had to endure as set out herein, have proven almost too much to bear. I sincerely hope that I can regain some semblance of peace of mind;
- 37. I have read the present Affidavit and all the facts alleged herein are true and correct;

AND I HAVE SIGNED:



Leo Lee Lalli

SOLEMNLY DECLARED BEFORE ME
IN MONTREAL, QUEBEC
THIS 8 DAY OF MAY, 2015



COMMISSIONER OF OATHS IN AND
FOR THE PROVINCE OF QUEBEC

