

LL-2

OFFER TO PURCHASE

From: Lee Lalli or nominee (Buyer)



To: La Fondation Villa Notre-Dame de Grâce (Seller)
4381-83, de l'Orphelinat
Montreal, Quebec

Lee Lalli, the undersigned, or nominee, hereby offers to purchase at the price and under the terms and conditions set forth hereunder, the following immovable property, ("the Property") located at 4381-83 de l'Orphelinat, Montreal and the vacant land on the south-eastside of Côte St-Luc and de l'Orphelinat street. The property consists of two land parcels measuring 51,331 and 26,788 square feet respectively.

1.0 Price and terms of payment

The purchase price shall be One Million Eight Hundred and Fifty Thousand dollars (\$ 1,850,000.00) payable as follows:

1.1 \$ 150,000.00 paid as a non-refundable deposit will be given to the Seller upon acceptance of this offer. (the "Deposit")

1.2 \$ 1,700,000.00 will be paid at the closing as outlined in clause 2.7.

2.0 The Seller shall provide:

- a) The property, free of all encumbrances and other real rights with the exception of those mentioned herein.
- b) Any title deeds which seller may have in its possession.

2.1 The Seller shall establish by declaration in the deed of sale or by affidavit, which it will deliver, that for federal and provincial tax purposes, it is a Canadian resident. Failing this there will be compliance with certification or withholding requirements of a portion of the sale price, as stipulated under the tax law.

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- 2.2 The cost of the deed of sale, transfer tax, registration and copies, shall be borne by the Buyer. Charges relating to the discharge of any existing mortgages, if any, shall be borne by the Seller.
- 2.3 The deed of sale shall be drawn up in English and executed at the Buyer's notary, Mr. Jacques Morin.
- 2.4 The property shall be sold with vacant occupancy and without any lease commitments.
- 2.5 The Seller, if required, will cooperate with the buyer to sign documents required or demanded by the municipal authorities. All fees required in this regard shall be borne by the Buyer.
- 2.6 This Offer to Purchase shall be deemed to be a contract legally binding upon the parties thereto. Any amendment shall be in writing and must be signed by the parties.
- 2.7 Following acceptance of this Offer to Purchase, the Buyer and Seller shall adhere to the following conditions:
- 1- The Buyer will have thirty (30) days to determine the condition and contamination of the land. Any damages to the property caused by this inspection should be repaired by the Buyer at its cost if closing does not occur. If the Buyer, within this thirty (30) day delay, can prove, with a report from a reputable firm in soil testing, that it would be too expensive to build on the land, then the Buyer can cancel this transaction and the Deposit will be returned to the Buyer.
 - 2- The Buyer will have 365 days from the date of acceptance of this Offer to obtain approvals from the City of Montreal for the project he is proposing for the site. Should the Buyer not be able to get zoning changes from the City of Montreal within the above mentioned delay, the present Offer to Purchase will automatically be null and void and the Seller will keep the Deposit outlined in clause 1.1 with no further recourse from either party against the other.
 - 3- The Buyer will have to make a progress report every sixty (60) days to the Seller. Such reports will include copies of all documentations from the city, time tables for the zoning change (s), all documentations with third parties (leases, plans, pre-sales agreements etc...) and all other pertinent information in regards to the land. If the Buyer fails to report or omits important information, then the Seller may cancel this offer to purchase and keep the Deposit with no further recourse from either party against the other.

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4- The closing will occur at the earliest date of:

- a. 15 days after any zoning changes becomes official.
- b. 365 days after the acceptance of this offer.

If no closing occurs, the Seller will keep the deposit outlined in clause 1.1 with no further recourse from either party against the other.

The sale of this property shall be made without any conventional or legal warranties as to ownership and quality, the Buyer accepting the property in its present state and condition "as is, where is".

- 2.8 Notices between the parties may be sent by registered or certified mail.
- 2.9 The present Offer to Purchase nor any purported transfer thereof shall not be subject to registration in any registry office upon pain of nullity at seller's option.
- 2.10 Nous avons exigé que ce document soit rédigé en anglais. We have requested that this document be drawn up in English.
- 2.11 The present Offer to Purchase is irrevocable and is open for immediate acceptance until November 26th, 2002.

LEE LALLI OR NOMINEE

Per: _____

"Buyer" duly authorized as he so declares

Accepted:

Date: *Nov 25 / 2009*

LA FONDATION VILLA NOTRE-DAME DE GRÂCE

Per: _____

Witne _____

"Seller" duly authorized as he so declares