

**IN THE YEAR TWO THOUSAND AND THIRTEEN,  
ON THIS FOURTH DAY OF SEPTEMBER  
(2013- 09 - 04)**

**BEFORE Mtre. Julie NORMANDEAU**, the undersigned Notary practising in the City of Montréal, Province of Québec.

**A P P E A R E D:**

**The Incumbent and Church Wardens of the Parish of St-Columba** in the Diocese of Montreal, a body corporate, duly incorporated by and in virtue of the *Church Temporalities Act 14-15 Victoria, Chapter 176, and Amendments*, having an office at 4040 Hingston Avenue, Montreal, Province of Quebec, H4A 2J7, Province of Quebec, herein acting and represented by its Incumbent, the Venerable Janet Griffith and the Church Wardens of the said Parish, Mr Stephen Tam and Mtre David Eramian , duly authorized to act herein in accordance with the said *Church Temporalities Act 14-15 Victoria, Chap. 176*.

Hereinafter called the "**Vendor**"

AND

**9286-5310 QUEBEC INC.**, a corporation established on August 8th, 2013 under the *Business Corporations Act* (R.S.Q., c. S-31.1), registered at the Registre des entreprises (Québec), under number 1169371714, and having its head office at 4545 Sherbrooke West, Montreal, Province of Quebec, H3Z 1E8, represented by David KAKON, its President and Robert BLATT, its Secretary, duly authorized in virtue of a resolution of the Board of Directors of the corporation dated September third, Two thousand and thirteen, a certified true copy of the said resolution remaining hereto annexed after having been acknowledged to be true and signed for identification by the said representative with and in the presence of the undersigned notary.

Hereinafter called the "**Purchaser**"

**WHO** have agreed as follows:

**OBJECT OF CONTRACT**

The Vendor sells to the Purchaser its rights, titles and interests in the following property:

**DESCRIPTION**

An immovable known and designated as being lot number **TWO MILLION SIX HUNDRED AND FIVE THOUSAND SIX HUNDRED AND FIFTY-EIGHT (2 605 658)**, of **CADASTRE OF QUEBEC**, registration division of **Montréal**.

With the building thereon erected bearing civic number: 4020-4036 Beaconsfield Avenue, City of Montreal, Province of Quebec, H4A 2J7.

As the said property now subsists, together with all its rights, members and appurtenances thereunto belonging, together with and subject to all servitudes, active and passive, apparent or unapparent, and especially subject to a reciprocal servitude of view published at Montreal, under number 46166 and a servitude of building restriction published at the said registration division under number 341554 and also subject to a servitude

of tolerance of encroachment published under number 20 232 857.

Hereinafter the "**Property**"

## **ESTABLISHMENT OF SERVITUDE**

### **DECLARATIONS**

The VENDOR is the owner of the immovable described as follows:

#### **Description**

Lot number **TWO MILLION SIX HUNDRED AND FIVE THOUSAND SIX HUNDRED AND SEVENTY-SEVEN (2 605 677), CADASTRE OF QUEBEC**, land registration division of **Montreal**.

With building thereon erected located at 4040, Hingston Avenue, Montreal, Province of Quebec.

Hereinafter called the "Servient Land"

There is a building which is located on the lot sold herein which encroaches by approximately one meter (1m) on the Servient Land.

The part of the building which is encroaching is included in the current Sale. However, the Sale does not include any part of the Servient Land.

The Appearers wish to normalize the aforesaid encroachment.

**THEREFORE**, the Appearers hereby subject the Servient Land to a servitude of tolerance for the benefit of the portion of the construction herein purchased by the Purchaser that encroaches on the Servient Land. This servitude shall permit the aforesaid portion of construction to remain in its present state and condition, but only for so long as it lasts.

The Dominant Land shall be the Property herein sold.

The Owner of the Dominant Land shall be responsible for any expense related to the encroaching building including all taxes levied relating to it and shall compensate the Vendor for any expense the Vendor may incur in relation with said sold building.

The owner of the Dominant land shall be obliged to sign and register at his expense all necessary documents to confirm the extinction of the servitude should any of the following causes of extinction occur. The servitude shall be extinguished:

- for any part of the Hall building which is removed.
- for any part of the Hall building which is destroyed by fire or otherwise.
- if more than fifty percent (50%) of the Hall building is rebuilt.
- if the Owner of the Dominant Land fails to ensure that all federal and provincial laws as well as municipal by-laws are respected at all times insofar as the encroaching building is concerned.

### **ORIGIN OF RIGHT OF OWNERSHIP**

The Vendor acquired its rights in the Property under the terms of the followings deeds:

- Deed of sale executed before Mtre Ernest R. Decary, on April 25th 1917

and registered in the Land Registry Office for the registration division of Montreal under the number 341 554;

- Deed of sale executed before Mtre John Fair, on August 7th 1916 and registered in the Land Registry Office for the registration division of Montreal under the number 237 003;

- Deed of Sale executed before Mtre Howard Dickson, on August 24th 1924 and registered in the Land Registry Office for the registration division of Montreal under the number 58844;

- Deed of Sale executed before Mtre John Fair, on March 3rd 1927 and registered in the Land Registry Office for the registration division of Montreal under the number 133 709;

### **WARRANTY**

This sale is made without any warranty whatsoever and at the risk and peril of the Purchaser.

### **DOSSIER OF TITLE DEEDS**

The Vendor does not undertake to deliver to the Purchaser any title deed or other document.

### **POSSESSION**

The Purchaser becomes owner of the whole of the Vendor's rights in the Property from this date, with possession and occupancy as of this date.

### **DECLARATIONS OF THE VENDOR**

The Vendor declares that he is a Canadian resident within the meaning of the *Income Tax Act* and the *Taxation Act*.

### **OBLIGATIONS**

The Purchaser obliges himself to:

1. Take the Property in its present state declaring that he has seen and examined the same, to his satisfaction, and he has himself verified with the competent authorities that the use that he intends to make of the Property is in conformity with the laws and regulations in force.

2. To pay all property taxes due and to become due, including the proportion for the current year, from the date hereof and also to pay from same date, all the future instalments in capital and interest of all special taxes imposed before this day, payment of which is spread over a period of years.

3. To pay the costs and fees of these presents, their publication and the copies for all the parties.

### **ADJUSTMENTS**

The parties declare that they have made the usual adjustments, if any, between them as of this day.

### **PRICE**

This sale is made for the price of **ONE MILLION THREE HUNDRED AND SEVENTY-FIVE THOUSAND DOLLARS (1 375 000, 00\$)** and other good and valid consideration, paid by the Purchaser for which the Vendor grants final acquittance.

## PRELIMINARY CONTRACT

The parties agree that the only legal obligations between them are contained in the present deed which cancels all previous agreements, if any, whether written or verbal.

## INTERVENTION

**THE RIGHT REVEREND BARRY B. CLARKE, LORD BISHOP OF MONTREAL**, Anglican Church of Canada, as such a body corporate pursuant to letters patent dated July 18th, 1850, known by the said name and title of Lord Bishop of Montreal, having its Diocesan office at 1444 Union Avenue, Montreal, Quebec, H3A 2B8, after having read the present Deed, hereby consents and concurs thereto insofar as may be required by law.

## DECLARATIONS OF THE APPEARERS CONCERNING THE GOODS AND SERVICES TAX (G.S.T.) AND THE QUEBEC SALES TAX (Q.S.T.)

The Vendor declared that the immovable which is the subject of this sale is an immovable own by a charity, that the present sale is not an exception of the exemption mentioned at Appendix 5, Part VI of the *Excise Tax Act*.

Accordingly, this sale is exempt from the GST and the QST under the Article 5.1, article 1 of *Excise Tax Act* and article 138.1 of the *Act respecting the Québec Sales Tax*.

**Notwithstanding the above, it is understood that the Purchaser shall be responsible for the payment of any GST or QST levied in addition to the payment of the price of sale mentioned hereinabove.**

## LANGUAGE CLAUSE

The parties confirm their express wish that this contract and all documents related thereto be drawn up in English. *Les parties confirment leur volonté expresse de voir le présent contrat et tous les documents s'y rattachant rédigés en anglais.*

## MENTIONS REQUIRED UNDER SECTION 9 OF THE ACT RESPECTING DUTIES ON TRANSFERS OF IMMOVABLES

- (a) The Transferor's and the Transferee's names and addresses are as hereinabove mentioned;
- (b) The Property which is the subject of the sale is situated in the territory of the municipality of Montreal;
- (c) There is no transfer of both a corporeal immovable and movables referred to in section 1.0.1 of the said Act.
- (d) The amount of the consideration for the transfer, according to the transferor and the transferee, is ONE MILLION THREE HUNDRED AND SEVENTY-FIVE THOUSAND DOLLARS (\$1 375 000, 00);
- (e) The amount constituting the basis of imposition of the transfer duties, according to the transferor and the transferee, is ONE MILLION FIVE HUNDRED AND NINETY-SIX THOUSAND THREE HUNDRED AND FORTY-TWO DOLLARS (\$1 596 342, 00);

(f) The amount of the municipal transfer duty, if payable, is THIRTY THOUSAND NINE HUNDRED AND EIGHT DOLLARS AND FIFTY-FIVE CENTS (\$30 908, 55).

**WHEREOF ACTE DONE AND PASSED** at the City of Montreal on the date aforesaid, and remains of record in the office of the undersigned Notary under his minute number SIX HUNDRED AND FORTY-NINE (649 ).

**AND AFTER DUE READING HEREOF**, the Parties hereto have signed in the presence of the said Notary.

**THE RIGHT REVEREND BARRY B. CLARKE,  
LORD BISHOP OF MONTREAL**

**THE VENERABLE JANET GRIFFITH**

**CHURCH WARDEN STEPHEN TAM**

**CHURCH WARDEN DAVID ERAMIAN**

**9286-5310 QUEBEC INC.**

**By: DAVID KAKON**

**By: ROBERT BLATT**

**Julie NORMANDEAU, notary**

**A TRUE COPY OF THE ORIGINAL HEREOF REMAINING OF  
RECORD IN MY OFFICE.**