

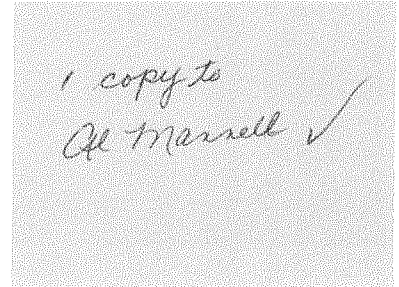
Leon Fazari LLP
BARRISTERS and SOLICITORS

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January 7, 2011

NIAGARA REGION
CORPORATE SERVICES
2201 St. David's Road
P.O. Box 1042
Thorold, ON L2V 4T7



Attention: NELSON LAU, Real Estate Officer

Dear Sir:

Re: DAVID and GINA ROSSI
1358 Pelham Street, Fonthill
Pelham Street Property Acquisition
Agreement of Purchase and Sale
PIN No. 64066-0434 (LT); MPAC No. 27 32 030 005 05100

Further to our correspondence of December 21, 2010 with respect to the above matter, we confirm that we have received your email response with respect to the trees and have reviewed the information from the Town of Pelham advising that By-law No.1136 (1987) deals with the zoning compliance issues.

We have attended with our clients for signature of the Agreement of Purchase and Sale and enclose the same, in triplicate, as instructed.

We trust you find the enclosed satisfactory. Should you require anything further, please do not hesitate to contact the office.

Yours truly,
LEON FAZARI LLP


ANGELO P. FAZARI
Apf/ljd

Enclosures: Three (3) originally signed Agreements of Purchase and Sale

SCHEDULE "A"

TO

BY-LAW 3165 (2011)

PT BLK G PL 717 Fonthill as in RO680403, Town of Pelham, Regional Municipality of Niagara; registered as PIN No. 64066-0434 (LT); and municipally known as 1401 Pelham Street, Fonthill, Ontario, L0S 1E0.

AGREEMENT OF PURCHASE AND SALE

BETWEEN:

DAVID TINO ROSSI
GINA ROSSI
(the "Owner")

-and-

THE CORPORATION OF THE TOWN OF PELHAM
(the "Town")

WHEREAS the Owner is the registered owner of the lands legally described as PT BLK G PL 717 FONTHILL AS IN RO680403, Town of Pelham, Regional Municipality of Niagara; registered as PIN No. 64066-0434 (LT); and municipally known as 1358 Pelham Street, Fonthill, ON L0S 1E0 (the "Owner's Lands");

AND WHEREAS the Town proposes to install traffic signal and related controls and cables (the "Works");

AND WHEREAS the Town requires a portion of the Owner's Lands to facilitate construction of the Works;

NOW THEREFORE in consideration of payment of the sum of ONE (\$1.00) DOLLAR paid by each of the parties hereto to the other, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The recitals herein are true and accurate.
2. The Owner hereby agrees to sell and the Town agrees to purchase those lands designated as Part 1, Plan 59R-14262 and shown on Schedule "A" attached hereto (the "Lands"), for a purchase price of **THREE-THOUSAND THREE-HUNDRED AND NO/100 DOLLARS (\$3,300.00)** (the "Purchase Price").
3. The Town has prepared and registered at its own expense a reference plan for the Lands.
4. The parties hereto agree that any and all improvements, trees or shrubs within the Lands are included in the Purchase Price.
5. The Owner acknowledges and agrees that the Purchase Price represents full and final compensation and includes, without limitation, compensation for market value of the Lands, injurious affection, disturbance damages, reduction in market value of the remainder of the Owner's Lands and any and all claims that the Owner may make pursuant to the *Expropriations Act*, R.S.O. 1990, c. E.26 for the Town's purchase of the Lands.
6. This offer shall be irrevocable by the Owner until 4:30 p.m. on **January 15, 2011**, after which time, if not accepted by the Town, this Agreement shall be null and void.
7. *[Deposit requirement intentionally deleted.]*
8. The balance of the Purchase Price shall be paid by negotiable cheque, bank draft or wire transfer on the Closing Date, subject to adjustments, if any, provided the title is good and free from all registered restrictions charges, liens and encumbrances, including but not limited to leases, agreements, and notices.
9. Except as otherwise provided in this Agreement, if this transaction is subject to Harmonized Sales Tax imposed by Part IX of the *Excise Tax Act*, R.S.C. 1985, c. E-15, as amended (the "HST"), then such HST shall be in addition to and not included in the Purchase Price, and the Town hereby covenants to self-assess and remit applicable HST in addition to the Purchase Price in accordance with the provisions of the *Excise Tax Act*.

If this transaction is not subject to HST, the Owner agrees to provide to the Town, on or before the Closing Date, a certificate in a form reasonably satisfactory to the Town certifying that the transaction is not subject to HST.

10. **The closing date of this transaction shall be February 28, 2011**, or prior thereto if mutually agreed in writing (the "Closing Date"). Vacant possession of the Lands shall be given to the Town on the Closing Date, unless otherwise provided for in this Agreement.
11. **The Town shall be allowed until the Closing Date to investigate the title to the Lands at its own expense.** If within that time any valid objection to title is made in writing to the Owner and which the Owner is unable to remove and which is not waived by the Town, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be null and void and the deposit paid herein shall be returned to the Town without interest or deduction.
12. The Town shall not call for the production of any title deed, abstract, survey or other evidence of title to the Lands, except as are in the possession or control of the Owner.
13. This transaction will be completed by electronic registration pursuant to Part III of the *Land Registration Reform Act*, R.S.O. 1990, c. L.4, as amended. The Owner and the Town acknowledge and agree that the delivery of documents and the release thereof will:
(a) not occur at the same time as the registration of the transfer/deed (and other documents intended to be registered in connection with the completion of this transaction); and (b) be subject to conditions whereby the solicitor(s) receiving documents and/or money will be required to hold them in escrow and not release them except in accordance with the terms of a written Document Registration Agreement, in a form satisfactory to the Town, between the solicitors. The Owner and the Town agree to be bound by the Document Registration Agreement which is recommended from time to time by the Law Society of Upper Canada.
14. The Owner covenants and agrees to deliver to the Town, or to whom it may direct, a transfer for the Lands suitable for registration and drawn in the name of "The Corporation of the Town of Pelham" to provide it with good title, free and clear from all restrictions, charges, liens and encumbrances including but not limited to leases, agreements, notices.
15. The Owner covenants that it will deliver to the Town on or before the Closing Date, each of the following:
 - (a) vacant possession of the Lands;
 - (b) an executed Transfer/Deed of Land in registerable form duly executed by the Owner in favour of the Town (save for any Land Transfer Tax Affidavit);
 - (c) Seller's Closing Certificate, including an undertaking to re-adjust the statement of adjustments, if necessary, upon written demand;
 - (d) a current tax certificate;
 - (e) a direction regarding the payment of funds;
 - (f) statement of adjustments, which shall be delivered at least two (2) business days prior to the Closing Date;
 - (g) Document Registration Agreement; and
 - (h) such other deeds, conveyances and other documents as the Town or its solicitors may reasonably require in order to implement the intent of this Agreement.
16. The Town covenants that it will deliver to the Owner on or before the Closing Date:
 - (a) a cheque or wire transfer for the balance of the purchase price due on the Closing Date;
 - (b) a direction as to title, if necessary;
 - (c) an undertaking to re-adjust the statement of adjustments, if necessary, upon written demand;
 - (d) HST Declaration, if applicable; and
 - (e) Document Registration Agreement.

17. The Owner warrants that spousal consent is not necessary to this transaction under the provision of the *Family Law Act*, R.S.O. 1990, c. F.3, as amended, unless the Owner's spouse has executed the consent hereinafter provided.
18. The Owner shall provide on closing any certificates, affidavits, declarations or any other documents required for compliance with the *Family Law Act*, the *Income Tax Act*, R.S.C. 1985, as amended, and any other statutes, where such certificates, affidavits, declarations or documents are required to permit the conveyance of the Lands to the Town free of any claim, lien or interest of any person or government.
19. The Town shall be credited towards the Purchase Price with the amount, if any, necessary for the Town to pay to the Minister of National Revenue to satisfy the Town's liability in respect of tax payable by the Owner under the non-residency provisions of the *Income Tax Act* by reason of this sale. The Town shall not claim such credit if the Owner delivers to the Town, prior to the Closing Date, the prescribed certificate or a statutory declaration that the Owner is not then a non-resident of Canada.
20. Any tender of documents or money hereunder may be made upon either party or their respective solicitors on the Closing Date. Money may be tendered by negotiable cheque or bank draft.
21. The Town will reimburse the Owner for its reasonable legal fees incurred in connection with the Town's acquisition of the Lands, upon receipt of an itemized statement of account. Payment of the Owner's legal fees shall not be a condition of completing this transaction.
22. The Owner represents and warrants to the Town that:
 - (a) there has been no release, deposit, spill, disposal, leakage or discharge of any contaminant, waste, pollutant, or hazardous substance on, from, under or to the Owner's Lands;
 - (b) the Owner has not received notice of any violation or alleged non-compliance with any laws, regulations, by-laws, guidelines, or policies pertaining to the environmental condition of the Owner's Lands, nor have any proceedings, investigations or other evaluations been commenced to determine whether any such violation or non-compliance exists;
 - (c) the Owner has not received notice of any claims or demands pertaining to the environmental condition of the Owner's Lands or of adjacent lands;
 - (d) there are no facts or conditions relating to the Lands that could give rise to any remedial obligations, claims, demands or orders;
 - (e) the Owner's Lands have not been used as a waste disposal site; and
 - (f) no storage tanks are or have been on, at or under the Owner's Lands.
23. The Owner shall provide the Town with all consents or authorizations (written or otherwise) necessary or desirable to enable the Town to obtain information as the Town may consider necessary or advisable in determining the environmental condition of the Lands within three (3) days after the request therefor. The Owner shall further provide the Town with all documents and reports in its control or possession relating to the environmental condition of the Lands within three (3) days after the request therefor.
24. In the event that the Town is not satisfied, in its absolute discretion, with results of any inspection, environmental test, survey, or response to inquiries or if any environmental contaminants are released prior to closing, the Town may, without limiting any other right that the Town may have at its sole option, rescind this Agreement by delivering a notice of termination to the Owner and in such event the Town shall be released from all obligations hereunder.
25. The Owner and the Town acknowledge that this Agreement constitutes the entire Agreement between the Owner and the Town and there are no representations, warranties, collateral agreements or conditions affecting this Agreement or the Lands other than as expressed herein in writing.

26. Execution of this Agreement by the Town shall be deemed to grant to the Town, its agents and contractors the right to enter into possession of the Lands and the Town to exercise any and all rights of the Owner as of the date of acceptance and without prejudice to its rights herein or acknowledgement of title.
27. Time shall be in all respects of the essence hereof provided that the time for doing or completing any matter herein may be extended or abridged by an agreement in writing signed by the Owner and the Town or by their respective solicitors who are hereby expressly appointed in this regard.
28. This Agreement shall be binding upon and shall enure to the benefit of the parties hereto, and each of their respective representatives, successors, heirs and assigns.
29. This Agreement may be executed and delivered in any number of separate counter-parts, each of which when executed and delivered is an original but all of which taken together constitutes one and the same instrument. Any party may deliver an executed copy of this Agreement by facsimile transmission.
30. All covenants, representations and warranties contained in this Agreement on the part of both the Owner and the Town shall not merge upon the closing of this transaction.
31. Schedule "A" – "The Lands", attached hereto forms an integral part of this Agreement.
32. This Agreement, when executed by the Town's authorized signing officer(s), shall constitute a binding agreement.

IN WITNESS WHEREOF the Owner has on the 7th day of January, 2011 signed this Agreement.

[Signature]
(Witness Signature)

[Signature]
Name: David Tino Rossi

The undersigned spouse of the Owner hereby consents to the disposition evidenced herein pursuant to the provisions of the *Family Law Act*, R.S.O. 1990, c. F.3, as amended, and hereby agrees with the Town that he/she will execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

[Signature]
(Witness Signature)

[Signature]
Name: Gina Rossi
(Spouse)

January 7, 2011
(Date)

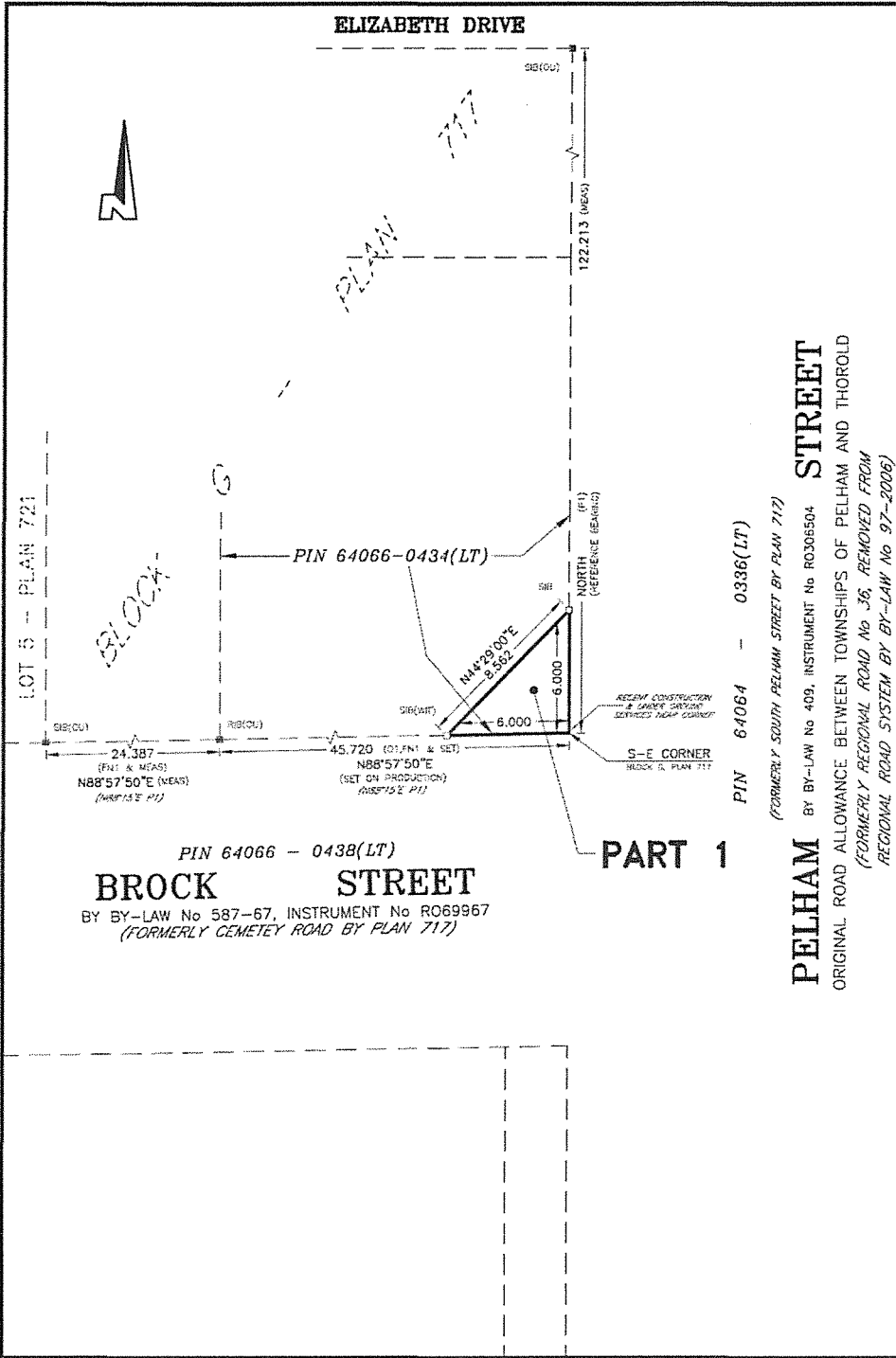
IN WITNESS WHEREOF The Corporation of the Town of Pelham has on the 18th day of January, 2011 affixed its name under the hands of its duly authorized signing officer(s).

THE CORPORATION OF THE TOWN OF PELHAM


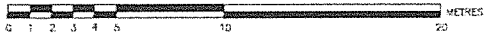
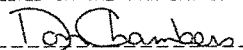
Per: [Signature]
Name: Nancy J. Bozzato
Title: Town Clerk

I/We have authority to bind the Corporation.

[Signature]



PIN 64064 - 0336(LT)
PELHAM
STREET
BY BY-LAW No 409, INSTRUMENT No R0306504
FORMERLY SOUTH PELHAM STREET BY PLAN 717
ORIGINAL ROAD ALLOWANCE BETWEEN TOWNSHIPS OF PELHAM AND THOROLD
(FORMERLY REGIONAL ROAD No 36, REMOVED FROM
REGIONAL ROAD SYSTEM BY BY-LAW No 97-2006)

I REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE LAND TITLES ACT.		PLAN 59R-14262 RECEIVED AND DEPOSITED																																																				
DATE 28 MAY 2010		DATE JUNE 3, 2010																																																				
 DONALD G. CHAMBERS, B. Sc., O.L.S.		S. WEDEKIND ASSISTANT DEPUTY LAND REGISTRAR FOR THE LAND TITLES DIVISION OF NIAGARA SOUTH(59)																																																				
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1	PART OF BLOCK G	PLAN 717	64066-0434(LT)																																																			
PART 1: PART OF PIN 64066-0434(LT)																																																						
PLAN OF SURVEY OF PART OF BLOCK G PLAN 717 IN THE TOWN OF PELHAM REGIONAL MUNICIPALITY OF NIAGARA SCALE 1 : 200  DONALD G. CHAMBERS ONTARIO LAND SURVEYOR																																																						
NOTES BEARINGS ARE ASTRONOMIC AND ARE REFERRED TO THE WESTERLY LIMIT OF PELHAM STREET AS SHOWN ON PLAN 717 ON A COURSE OF "NORTH". <table border="0"><tr><td>—</td><td>DENOTES</td><td>SURVEY MONUMENT FOUND</td></tr><tr><td>—</td><td></td><td>SURVEY MONUMENT SET</td></tr><tr><td>SIB</td><td></td><td>STANDARD IRON BAR</td></tr><tr><td>SSIB</td><td></td><td>SHORT STANDARD IRON BAR</td></tr><tr><td>IB</td><td></td><td>IRON BAR</td></tr><tr><td>CP</td><td></td><td>CONCRETE PIN</td></tr><tr><td>RIB</td><td></td><td>ROUND IRON BAR</td></tr><tr><td>IP</td><td></td><td>IRON PIPE</td></tr><tr><td>MEAS</td><td></td><td>MEASURED</td></tr><tr><td>WIT</td><td></td><td>WITNESS</td></tr><tr><td>CU</td><td></td><td>ORIGIN UNKNOWN</td></tr><tr><td>N/S/E/W</td><td></td><td>NORTH/SOUTH/EAST/WEST</td></tr><tr><td>NKA</td><td></td><td>NOW KNOWN AS</td></tr><tr><td>PIN</td><td></td><td>PROPERTY IDENTIFICATION NUMBER</td></tr><tr><td>P1</td><td></td><td>PLAN 717</td></tr><tr><td>D1</td><td></td><td>INSTRUMENT No R0680403 - PIN 64066-0434(LT)</td></tr><tr><td>FN1</td><td></td><td>FIELD NOTES BY P. D. REITSMA, O.L.S. DATED AUGUST 30 & 31, 1989; FILE No 89-434</td></tr></table>				—	DENOTES	SURVEY MONUMENT FOUND	—		SURVEY MONUMENT SET	SIB		STANDARD IRON BAR	SSIB		SHORT STANDARD IRON BAR	IB		IRON BAR	CP		CONCRETE PIN	RIB		ROUND IRON BAR	IP		IRON PIPE	MEAS		MEASURED	WIT		WITNESS	CU		ORIGIN UNKNOWN	N/S/E/W		NORTH/SOUTH/EAST/WEST	NKA		NOW KNOWN AS	PIN		PROPERTY IDENTIFICATION NUMBER	P1		PLAN 717	D1		INSTRUMENT No R0680403 - PIN 64066-0434(LT)	FN1		FIELD NOTES BY P. D. REITSMA, O.L.S. DATED AUGUST 30 & 31, 1989; FILE No 89-434
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METRIC NOTE DISTANCES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.																																																						
SURVEYOR'S CERTIFICATE I CERTIFY THAT: 1) THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEY ACT, THE SURVEYORS ACT AND THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM; 2) THE SURVEY WAS COMPLETED ON THE 14th DAY OF MAY, 2010. 19 MAY 2010 DATE  DONALD G. CHAMBERS, B. Sc., O.L.S.																																																						
CHAMBERS AND ASSOCIATES SURVEYING LTD 203 EAST MAIN STREET (Upper) WELLAND ONTARIO L3B 3W7 (905) 735-7841 / 735-7844 FAX (905) 735-7333 don@casl-surveying.com																																																						
DRAWN BY: D. H. T.	DATE: CIVIL 2010	DWG: 90041-1	FILE NO: 90-41-1																																																			

SCHEDULE "A" - THE LANDS

SCHEDULE "B" – ADDITIONAL CLAUSES

1. The Town, in consultation with the Owner, shall provide and plant a minimum of three (3) trees on the remainder of the Owner's Lands as part of the Town's spring 2011 tree planting program.