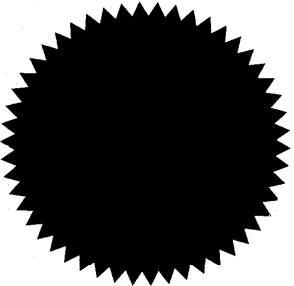


2007 -07- 13 ^{9h00}
heure-minute
14 443 448



IN THE YEAR TWO THOUSAND AND SEVEN
ON THE twelvth day of July
BEFORE MTRÉ MARIE-CLAUDE LEBLANC
NOTARY AT MONTREAL
PROVINCE OF QUEBEC.

APPEARED

NICANCO HOLDINGS INC. a corporation duly incorporated having its Head Office at 189 Hymus Blvd, suite 200, Pointe-Claire, Quebec, H9R 1E9, hereinacting and represented by Hans-Karl MUHLEGG, its president, duly authorised for all the purpose hereof in virtue of a resolution of the Executive Committee of said Company passed at a meeting held on June 2nd 2006, which resolution remains annexed to the present after having been acknowledged and signed as true by the representative in the presence of the undersigned notary.

HEREINAFTER CALLED "THE GRANTOR"

AND

TOWN OF HUDSON, a municipal corporation duly constituted, having its Head Office at 481 Main, Hudson, Quebec, J0P 1H0, hereinacting and represented by the Mayor Elizabeth A. Corker and the Town Clerk Louise L. Villandré, duly authorised for all the purpose hereof in virtue of a resolution number R2575 passed at a meeting held on April 2nd 2007, which is still in full force and effect, never having been amended nor revoked, a duly certified copy of said Resolution remains annexed to the present after having been acknowledged and signed as true by the representatives in the presence of the under signed notary.

HEREINAFTER CALLED "THE GRANTEE"

WHO, in view of these presents, have declared as follows:

DECLARATIONS

1. THE GRANTOR is the owner of an immovable property known and described as follows:

DESCRIPTION

- A) An emplacement situated in the Town of Hudson, known and designated as being lot number **THREE MILLION EIGHTY THOUSAND NINE HUNDRED AND FORTY-SEVEN (3 080 947)** of the Official Cadastre of Québec, registry office of Vaudreuil;
- B) An emplacement situated in the Town of Hudson, known and designated as being lot number **THREE MILLION EIGHTY THOUSAND NINE HUNDRED AND FORTY-EIGHT (3 080 948)** of the Official Cadastre of Québec, registry office of Vaudreuil;
- C) An emplacement situated in the Town of Hudson, known and designated as being lot number **THREE MILLION ONE HUNDRED FIFTY-TWO THOUSAND AND NINETEEN (3 152 019)** of the Official Cadastre of Québec, registry office of Vaudreuil;

The immovables are vacant lands Bordering the Lake of Two Mountains.

Those lots were previously described as being parts of lots 2 781 537 and 2 781 538 of the same cadastre.

2. THE GRANTOR acquired same by good and valid titles.
3. THE GRANTEE is the owner of an immovable property known and described as follows:

DESCRIPTION

AN EMPLACEMENT situated in the Town of Hudson bordering Lake of Two Mountains known and designated as being lot number **one million eight hundred thirty three thousand three hundred seventy five (1 833 375)** from the Official Cadastre of Québec, registry office of Vaudreuil;

4. THE GRANTEE acquired same by good and valid titles.
5. The immovable described in paragraph 1 hereinabove (the servient land) is subject to a real and perpetual servitude of right of way in favour of the immovable described in paragraph 3 hereinabove (the dominant land), as evidenced by an act executed before Mtre. Marie-Claude Leblanc, Notary, on the twenty-fourth (24th) day of February two thousand and three (2003), published at the registry office for the Registration Division of Vaudreuil under the number **383434**.

6. The site of the servitude is described under the terms of the said act as follows:

SITE OF THE SERVITUDE

DESCRIPTION

- a) **AN EMPLACEMENT** of irregular form situated in the Town of Hudson bordering Lake of Two Mountains, known and designated as being a part of lot number **TWO MILLION SEVEN HUNDRED EIGHTY-ONE THOUSAND FIVE HUNDRED THIRTY-SEVEN (2 781 537 Pt.)** of the Official Cadastre of Québec, registry office of Vaudreuil.

The said emplacement being bounded towards the first North line by lot number 2,781,536; towards the East line by Lake of Two Mountains; towards the second North line by Lake of Two Mountains; towards the first North-West line by Lake of Two Mountains; towards the North-East line by part of lot 2,781,538 described at paragraph b); towards the first South line by part of lot 2 781 537; towards the first South-East line by part of lot 2,781,537; towards the second South-East line by part of lot 2,781,537; towards the second South line by part of lot 2,781,537; towards the third South line by part of lot 2,781,537; towards the fourth South line by part of lot 2,781,537; towards the fifth South line by part of lot 2,781,537; towards the sixth South line by part of lot 2,781,537; towards the first South-West line by part of lot 2,781,537; towards the second South-West line by part of lot 2,781,537; towards the third South-West line by part of lot 2,781,537; towards the fourth South-West line by part of lot 2,781,537; all of the same cadastre.

The said emplacement measuring in the first North line fourteen metres and fifty-eight centimetres (14,58 m.); in its East line seven metres and twelve centimetres (7,12 m.); in the second North line eighty-three metres and fifty-six centimetres (83,56 m.); in the first North-West line seventy-eight metres and eighty-nine centimetres (78,89 m.); in the North-East line thirteen metres and twenty centimetres (13,20 m.); in the first South line seven metres and sixty-six centimetres (7,66 m.); in the first South-East line thirty-nine metres and fifty-one centimetres (39,51 m.); in the second South-East line sixteen metres and fifty-four centimetres (16,54 m.); in the second South line eighteen metres and twenty-eight centimetres (18,28 m.); in the third South line fifteen metres and thirty-one centimetres (15,31 m.); in the fourth South line fourteen

metres and ninety-one centimetres (14,91 m.); in the fifth South line twelve metres and seventy-seven centimetres (12,77 m.); in the sixth South line twelve metres and sixty-eight centimetres (12,68 m.); in the first South-West line sixteen metres and seventy-eight centimetres (16,78 m.); in the second South-West line eleven metres and eighteen centimetres (11,18 m.); in the third South-West line fifteen metres and thirty-eight centimetres (15,38 m.); in the fourth South-West line fifteen metres and fifty-nine centimetres (15,59 m.).

Containing an area of two thousand nine hundred sixty-three and six tenths square metres (2 963,6 sq. m.).

WITHOUT any building thereon erected.

b) AN EMBLACEMENT of irregular form situated in the Town of Hudson, bordering Lake of Two Mountains, known and designated as being a part of lot number **TWO MILLION SEVEN HUNDRED EIGHTY-ONE THOUSAND FIVE HUNDRED THIRTY-EIGHT (2 781 538 Pt.)** of the Official Cadastre of Québec, registry office of Vaudreuil.

The said emplacement being bounded towards the South-West line by part of lot 2,781,537; towards the first North-West line by Lake of Two Mountains; towards the second North-West line by Lake of Two Mountains; towards the North-East line by part of lot 2,781,538; towards the South-East line by part of lot 2,781,538; and towards the South line by part of lot 2,781,538 described at paragraph a); all of the same cadastre.

The said emplacement measuring in the South-West line thirteen metres and twenty centimetres (13,20 m.); in the first North-West line four metres and fifty-seven centimetres (4,57 m.); in the second North-West line fourteen metres and ninety-eight centimetres (14,98 m.); in the North-East line nineteen metres and eleven centimetres (19,11 m.); in the South-East line twelve metres and twenty-four centimetres (12,24 m.); and in the South line thirty-one meters and seventy centimetres (31,70 m.).

Containing an area of seven hundred fifty-three and eight tenths square metres (753,8 sq. m.).

WITHOUT any building thereon erected.

The present description has been made in conformity with a cadastral designation and plan prepared by Clément Arseneault, Quebec Land Surveyor, dated on September 25th, 2002, under his minute number 12789, Plan # A4438-14.

DECLARATION CONCERNING PRE-CONTRACT

7. This servitude was made in execution of the agreement subsidiary to the Town of Hudson's by-Laws no. 408 and 409 dated on September 7th, 2001. Except for the case of conflict, the parties confirm the agreements therein contained but not reproduced herein. A copy of said agreement remains annexed to the present after having been acknowledged and signed as true by the parties in the presence of the undersigned notary.

8. The Appearers wish to change the said site of servitude.

9. Wherefore, the Appearers hereby replace the said site with the following :

**NEW SITE OF THE SERVITUDE
DESCRIPTION**

A) An emplacement situated in the Town of Hudson, known and designated as being a part of lot number **THREE MILLION EIGHTY THOUSAND NINE HUNDRED AND FORTY-EIGHT (3 080 948 Pt.)** of the Official Cadastre of Québec, registry office of Vaudreuil.

The said emplacement is bounded towards the North-East by lot number 3 080 946 being a straight line measuring twenty metres and forty-one centimetres (20,41 m); towards the North-West by lot number 3 080 946 being a straight line measuring fourteen metres and fifty-eight centimetres (14,58 m); towards the North-East by the Lake of Two Mountains being a winding and meandering line having a cord length measuring seven metres and twelve centimetres (7,12 m); towards the North by the Lake of Two Mountains being a winding and meandering line having a cord length measuring eighty-three metres and fifty-six centimetres (83,56 m); towards the North-West by the Lake of Two Mountains being a winding and meandering line having a cord length of seventy-eight metres and eighty-nine centimetres (78,89 m); towards the North-East by a part of lot number 3 152 019 (described in B) being a straight line measuring twenty metres and fifty one centimetres (20,51 m); towards the South-East by a part of lot number 3 080 948 being a straight line measuring sixty-two metres and seventy centimetres (62,70 m); towards the South-East by a part of lot number 3 080 948 being a straight line measuring twenty-six metres and forty-three centimetres (26,43 m); towards the South by a part of lot number 3 080 948 being a straight line measuring forty-seven metres and fifty-nine centimetres (47,59 m); towards the South by a part of lot number 3 080 948 being a straight line measuring forty-four metres and ninety centimetres (44,90 m); towards the South-West by a part of lot number 3 080 948 being a straight line measuring twenty-one metres and forty-nine centimetres (21,49 m); towards the South-West by a part of lot 3 080 948 being a straight line measuring nineteen metres and eighty-six centimetres (19,86 m);

Containing an area of three thousand nine hundred sixteen and five tenths square metres (3 916,5 sq.mt)

B) An emplacement situated in the Town of Hudson, known and designated as being a part of lot number **THREE MILLION ONE HUNDRED FIFTY-TWO THOUSAND AND NINETEEN (3 152 019 Pt.)** of the Official Cadastre of Québec, registry office of Vaudreuil.

The said emplacement is bounded towards the North-West by the Lake of Two Mountains being a winding and meandering line having a cord length of four metres and fifty-seven centimetres (4,57 m); towards the North-West by the Lake of Two Mountains being a winding and meandering line having a cord length of eighteen metres and sixty-one centimetres (18,61 m); towards the East by a part of lot number 3 152 019 being a straight line measuring twenty-two metres and thirty-nine centimetres (22,39 m); towards the South-East by a part of lot number 3 152 019 being a straight line measuring ten metres and fifty-one centimetres (10,51 m); towards the South-East by a part of lot number 3 152 019 being a straight line measuring two metres and thirty-eight centimetres (2,38 m); towards the South-West by a part of lot 3 080 948 (described in A) being a straight line measuring twenty metres and fifty-one centimetres (20,51m).

Containing an area of three hundred and sixty and six tenths square metres (360,6 sq.mt.)

The present description has been made in conformity with a cadastral designation and plan prepared by Clément Arseneault, Quebec Land Surveyor, dated on November 9th, 2006, under his minute number 14 999, Plan # A4438-49. Copy of said cadastral designation and plan remains annexed to the present after having been acknowledged and signed as true by the representatives in the presence of the undersigned notary.

CONDITIONS

- 10.
 - a) All works of installation, construction, maintenance, and repair of site of servitude hereinabove shall be at the expense of the Grantee. The maintenance will consist ensuring that the site of servitude hereinabove is kept in a clean and orderly manner consistent with a municipal normal maintenance of green space or park land.
 - b) The public access on the site of servitude hereinabove will only be authorized between half an hour before sunrise and until half hour after sunset;
 - c) Walking, sunbathing, picnics and other relaxation activities are the only activities authorized on the site of servitude hereinabove;
 - d) The rental of equipment and the sale of food or drinks will be prohibited;
 - e) No motorized vehicles are authorized on the site of servitude hereinabove except for the maintenance purposes by the Grantee or by anyone else authorized by the Grantee for these purposes;
 - f) Dogs under owner's control on a leash will be authorized on site of servitude hereinabove;
 - g) Site improvements will be limited to the installation of benches, picnic tables, garbage cans, walkways and signs. The installation of lighting and fences will be prohibited;
 - h) A maximum of two (2) events annually may be organized by the Grantee, each event lasting no more than two (2) days;
 - i) With the exception of events which may be organized by the Grantee as hereinabove, no bonfires or fireworks of any type will be permitted;
 - j) No motor-boating is permitted within 150 feet of the shoreline for the entire length of the Public Beach;
 - k) The installation of a public dock by the Grantee in any area on site of servitude hereinabove will not be permitted. With the permission of the competent authority, the installation by the Grantor of a private dock outside the Public Beach area will be permitted to which no more than (5) boats may be moored at any time;
 - l) With the exception of the Town festivities described in article 10h permits, all noise and sound levels (music etc.) in all public areas will at no time exceed 70 decibels;
 - m) The Grantee will be solely responsible to assure at all times the security and safety of the public using the site of servitude;
 - n) This servitude is granted for good and valuable consideration whereof full and final acquittance.
 - o) Consequently, the Grantee hereby abandons all his rights in the former site and accepts the exercise of the rights established in the aforesaid act of servitude henceforth in the new site as described hereinabove.

COSTS

The costs of these presents, copies, and publication shall be borne by the Grantor.

INTERPRETATION CLAUSE

Whenever the context so requires, the singular shall be interpreted as plural, and vice versa, and the masculine gender as feminine or neuter.

CAPTIONS

The sole purpose of the titles and numbering given to the sections of this Agreement is meant to facilitate the consultation of this Agreement only, and they may therefore in no way be used to interpret this Agreement.

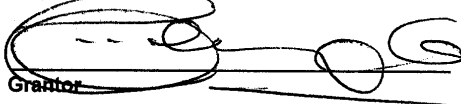
LANGUAGE OF THE PRESENT DEED

The present agreement has been prepared in English at the request of the parties; le présent acte a été rédigé en anglais à la demande des parties.

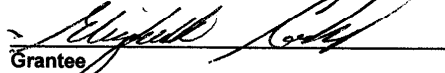
WHEREOF ACT DONE AND PASSED at POINTE-CLAIRE-----
under the Number **EIGHT THOUSAND FIVE HUNDRED FIFTY-FOUR (8554)**----
of the Minutes of the undersigned Notary.

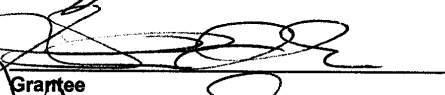
AND AFTER DUE READING HEREOF, the parties have hereto signed these presents in the presence of the undersigned Notary as follows.

NICANCO HOLDINGS INC.


Grantor

TOWN OF HUDSON


Grantee


Grantee


Mire Marie-Claude Leblanc, Notary

**VRAIE COPIE de la minute demeuree
à mon étude.**

