

SENIOR'S HOUSING OPPORTUNITY

Ottawa, Ontario

NOVEMBER 2011



OFFERING PRICE

\$2,250,000.00

FAIRFIELD MANOR RETIREMENT RESIDENCE OTTAWA, ONTARIO

General Provisions

While the information contained herein is believed to be accurate and reliable as at the date of preparation of the document, neither the Seller, nor any of its affiliates, agents, advisors, directors, officers, employees or shareholders, make any representations or warranties, express or implied, as to the accuracy or completeness of such information. This includes any other written or oral communication by the Seller, Barclay Commercial Corporation, Brokerage or any of their respective shareholders and employees, or any other of the Seller's advisors or agents, and each of such parties expressly disclaims any and all liability that may be based on such information or communication error therein or omissions there from. Only those representations and warranties contained in a definitive purchase agreement shall have any legal effect.

FAIRFIELD MANOR RETIREMENT RESIDENCE OTTAWA, ONTARIO



Introduction

Barclay Commercial Corporation, Brokerage (the "Advisor"), as advisor to the Seller, has been engaged to manage the confidential offering of **FAIRFIELD MANOR RETIREMENT RESIDENCE** ("Fairfield Manor") located in the City of Ottawa, Ontario.

Fairfield Manor provides a rare opportunity to acquire a quality asset and immediately establish a market presence in the seniors' housing industry of Ottawa, whether you are expanding your existing portfolio, or are a new entrant into this growth industry.

Investment Highlights

- Centrally located in Ottawa's highly affluent suburb of Kanata.
- Situated between a quiet neighbourhood street and a main arterial road, residents have the flexibility of enjoying a peaceful walk or visiting a variety of retail stores which are just a few steps away.
- Residents enjoy a well appointed residential environment, while receiving quality accommodations and services, including 3 meals per day, housekeeping, laundry, supervision, nursing assessments, assistance with daily living, medication supervision, and activities.
- Amenities include; several lounges, games/activities room, beauty salon/barber shop, landscaped garden and patio areas, gazebo.
- The original design of the facility provides for **41 residential suites**. The **current rental configuration provides for 38 suites** which fall into the following 2 categories: Private Studios (35), and One Bedroom Suites (3). Note that One Bedroom Suites were created from Two studio units and can be converted back with minor modifications.
- All suites are well decorated and equipped with private 3-piece bathrooms.
- Major renovations have been recently completed in about half of the residential suites (currently 19 of 38 suites) including; new carpet, baseboards, paint, light fixtures, bathroom flooring, vanity, toilet etc.
- Forecast Potential **Net Operating Income** is: **\$201,000 +/- per annum**
- **Offering Price is \$2,250,000**



FAIRFIELD MANOR RETIREMENT RESIDENCE OTTAWA, ONTARIO



Offering Procedure

In order to comply with the Real Estate and Business Brokers Act, Ontario, the Code of Ethics of the Real Estate Council of Ontario, and FINTRAC, the Advisor is required to make certain disclosures to a Buyer and Seller, clearly document the representation relationship between the Advisor, Buyer and Seller, and collect and verify proof of identity for all Buyers and Sellers in a real estate transaction. It is due to this legal requirement the Advisor makes the following disclosures, and requests that each recipient of this CIM execute the Pre-Submission Acknowledgements and Agreements, and comply with FINTRAC requirements.

Advisors Disclosures

- The Advisor discloses that it has entered into a Representation Agreement with the Seller that limits the Advisor to providing only Customer Service to the Buyer;
- Seller shall be responsible for all fees payable to the Advisor;

Pre-Submission Acknowledgements and Agreements

- Prior to receiving the Pre-Submission Documentation each proponent shall delivered to the Advisor, an executed **Confidentiality Agreement, Working with a Commercial Real Estate Brokerage (notice), and a Customer Service agreement (the "Pre-Submission Acknowledgements and Agreements");**
- The Pre-Submission Acknowledgements and Agreements have been provided as an attachment to the Introduction to Fairfield Manor document.

Pre-Submission Documentation

- Pre-Submission Documentation (PSD) shall include a Confidential Information Memorandum (CIM), Seller Standard Form of LOI, and further related information that will assist a prospective participant with developing an understanding of the property and its potential;
- Interested proponents may contact the Advisor to obtain the Confidential Information Memorandum (CIM) and access to further information as is available.

FINTRAC

- The Financial Transactions and Reports Analysis Centre of Canada (FINTRAC), enacted federal laws and regulations which require the Advisor to collect and verify proof of the identity of all buyers or sellers involved in a Canadian real estate transaction.
- Upon entering into an Agreement of Purchase and Sale, you will be required to provide identification documents as per the FINTRAC guidelines which can be found at www.fintrac.gc.ca

FAIRFIELD MANOR RETIREMENT RESIDENCE OTTAWA, ONTARIO



All inquiries regarding the Property or requests for information and documents shall be directed to the Advisor.



**BARCLAY COMMERCIAL CORPORATION,
BROKERAGE**

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Ottawa, Ontario, K1G 0Z1
Office: 613-739-3989
Fax: 613-739-4079

Mr. Randy Stevenson ext. 222
Broker of Record- Principal
randy@barclaycommercial.com

Mr. Allan Jackson ext. 225
Salesperson- Vice President
allanj@barclaycommercial.com

Mr. Paul Robillard ext. 224
Salesperson- Marketing & Research
paulr@barclaycommercial.com

Directions

To receive a copy of the Confidential Information Memorandum any Prospective Buyer and Co-Operating Brokerage is required to sign the attached CONFIDENTIALITY AGREEMENT.

The Confidential Information Memorandum will be provided to a Co-Operating Brokerage only if his Prospective Buyer has executed the CONFIDENTIALITY AGREEMENT.

By signing the CONFIDENTIALITY AGREEMENT, the Co-Operating Brokerage recognizes that his/her sale commission will be paid by his/her Prospective Buyer.

Please print the attached CONFIDENTIALITY AGREEMENT and return an executed copy to Barclay Commercial Corporation, Brokerage via Facsimile or email. Fax - (613) 739-4079 or EMAIL – Info@Barclaycommercial.com

Upon Barclay Commercial Corporation, Brokerage receiving the executed CONFIDENTIALITY AGREEMENT, a PDF copy of the Confidential Information Memorandum will be provided to the Prospective Buyer, along with an access name and password to a File Transfer Protocol (FTP) website containing all support materials. A hard copy of the document will also be available through regular mail upon request.

Barclay Commercial Corporation, Brokerage is an advocate of a Green Environment, and supports the limited use of paper for marketing purposes where possible.

NON-DISCLOSURE AND NON-SOLICITATION AGREEMENT (the “Confidentiality Agreement”)

**RE: FAIRFIELD MANOR
17 LOMBARDO DRIVE
OTTAWA, ONTARIO (the “Property”)**

AMONG:

BARCLAY COMMERCIAL CORPORATION, BROKERAGE
 (“BCC”)

- and -

PDH HEALTHCARE LTD.
 (the “SELLER”)

- and -

(Prospective Buyer and/or Co-Operating Brokerage collectively, the “Prospective Buyer”)

Whereas:

Barclay Commercial Corporation, Brokerage (BCC), as advisor to PDH HEALTHCARE LTD. (SELLER) is in possession of certain Confidential Information (as hereinafter defined) provided to them by the SELLER. The Prospective Buyer desires to review the Confidential Information for the purpose of assessing and discussing the potential for an acquisition of the shares or assets of the SELLER.

Therefore:

In consideration of BCC and/or SELLER, or any representative thereof, disclosing to the Prospective Buyer the confidential Information for the purpose stated herein, the Prospective Buyer, and each and every one thereof, agree as follows:

1. **Definitions**, for the purposes hereof:

“**Business**” means the retirement home business as is currently carried by the SELLER, within the Property as of the date hereof.

“**Confidential Information**” means any and all financial, corporate, operating, and business information respecting the Property, the Company and its principals, including, but not limited to, financial statements and financial information; plans, projections and budgets; employee and personnel information; client/patient information; marketing strategies, techniques, materials and plans; and information concerning properties, liabilities, contracts, business affairs and legal affairs; whether in oral, written or electronic form and whether or not marked or designated as confidential information. Confidential Information does not include information in the public domain other than by a breach of this contract.

“**Employees or Consultants**” means those persons who are employees or consultants of the Business as of the date hereof.

2. **Non-Disclosure**. The Prospective Buyer, and each and every one of them, shall:

- I. not use the confidential information, or permit the confidential information to be used, for any purpose other than the purpose specified above, and specifically not otherwise for the benefit of the Prospective Buyer, directly or indirectly, or for the benefit of anyone else;
- II. limit access to and disclosure of the confidential information only to those of the Prospective Buyer’s employees, officers and directors, and those of the Prospective Buyer’s professional advisors and financiers who require the information for the purpose of assessing the proposed acquisition, to make each of them aware in writing that the information is confidential and subject to this agreement and to obtain from each of them a written confirmation that they agree to be bound by the terms of this agreement, and not to disclose the confidential information to any other person or for any other purpose;
- III. provide to BCC and SELLER on request with a list of all persons to whom the confidential information has been disclosed;
- IV. not make copies of any confidential information without prior written authorization of SELLER. If the Prospective Buyer and SELLER do not enter into an agreement of purchase and sale for the purpose, or if any such agreement is not completed for any reason, to return or destroy all documents and other confidential information in tangible or electronic form together with a

written certificate signed by the Prospective Buyer and, in case of a corporate prospective Buyer, by a senior officer thereof that this provision has been complied with;

- V. keep confidential the fact and content of the assessment and discussions and any negotiations resulting there from, unless written consent from SELLER is first obtained; and
- VI. at all times comply with all applicable privacy laws, including, without limitation, the *Personal Information Protection and Electronic Documents Act*, Canada, and the *Personal Health Information Act*, Ontario.
- 3. **Non-Solicitation.** The Prospective Buyer shall not solicit or entice, or attempt to solicit or entice, any Employee or Contractor of the Business to enter into employment or service or other contractual relationships with any such Employee or Contractor.
- 4. **Site Visits.** The Prospective Buyer must pre-book a site visit through BCC. Site visits shall be limited to one hour in duration (unless otherwise agreed to by the Seller), and each Prospective Buyer will only be allowed to view the facility once prior to a Letter of Intent or Agreement of Purchase and Sale being duly executed by both SELLER and the Prospective Buyer. All questions related to the business, operations, or the building itself shall be directed to the Property Manager or BCC directly and under no circumstance shall the Prospective Buyer discuss the operations of the business with any of the staff members, including but not limited to any staff who may escort the Prospective Buyer through the Property (except for the Property Manager).
- 5. The Prospective Buyer acknowledges and understands that neither BCC nor SELLER makes any representation or warranty in relation to any of the confidential information, its adequacy, accuracy or suitability for any purpose, or otherwise, and except as expressly agreed in writing shall not be liable for any loss or damage arising from the use of any confidential information howsoever caused.
- 6. The Prospective Buyer acknowledges that notwithstanding the execution of this agreement, SELLER maintains the sole and absolute discretion to determine what, if any, of the confidential information will be released to the Prospective Buyer.
- 7. The Prospective Buyer acknowledges that the Business cannot be properly protected from adverse consequences of its actions other than by the restrictions set forth herein.
- 8. The agreements, covenants and understandings expressed herein by the Prospective Buyer, to the extent more than one, are joint and several.
- 9. The covenants contained herein shall ensure to the benefit of SELLER, BCC, their respective heirs, personal representatives, estate trustees, successors and assigns, as the case may be, and shall be binding upon the Prospective Buyer, and each and every one of them, and their respective heirs, personal representatives, estate trustees, successors and assigns, as the case may be.
- 10. Each of the provisions is separate and severable from the others, and if any such provision shall be found wholly or partly unenforceable the others shall not be affected thereby.
- 11. The Prospective Buyer agrees that in the event of any violation of the provisions hereof; the SELLER, and BCC in addition to any other right or relief to which they or any one of them may be entitled, shall be entitled to an injunction restraining further breaches of the provisions of this agreement.
- 12. This document constitutes the entire agreement between the parties with respect to the subject matter of it, and shall supersede all previous communications, representations, understandings and agreements, either oral or written between the parties.
- 13. This Agreement shall be governed by the laws of the Province of Ontario, Canada.

Each of the undersigned Prospective Buyer has executed this Agreement on the ____ day of _____, 2011.

SIGNED, SEALED AND DELIVERED
In the presence of

Witness:
Name:

PROSPECTIVE PURCHASER:
(Compulsory Information)

Per: _____
Signatory Name:
Company Name:
Position:
Address: _____ City: _____ Province: _____ Postal Code: _____
Phone: _____
Fax: _____
Email: _____

WORKING WITH A COMMERCIAL REAL ESTATE BROKERAGE IN ONTARIO

The Agency Relationship

In real estate, there are different possible forms of agency relationship:

1. Seller/Landlord representation

When a real estate brokerage represents a seller, it must do what is best for the seller of a property.

A written contract, called a listing agreement, creates an agency relationship between the seller and the brokerage and establishes seller representation. It also explains services the brokerage will provide, establishes a fee arrangement for the services the brokerage will provide, and specifies what obligations a seller may have.

A seller's agent must tell the seller anything, known about a buyer. For instance, if a seller's agent knows a buyer is willing to offer more for a property, that information must be shared with the seller.

Confidences a seller shares with a seller's agent must be kept confidential from potential buyers and others.

Although confidential information about the seller cannot be discussed, a buyer working with a seller's agent can expect fair and honest service from the seller's agent and disclosure of pertinent information about the property.

2. Buyer/Tenant representation

A real estate brokerage representing a buyer must do what is best for the buyer.

A written contract, called a buyer representation agreement or mandate, creates an agency relationship between the buyer and the brokerage, and establishes buyer representation. It also explains services the brokerage will provide, establishes a fee arrangement for the services the brokerage will provide, and specifies what obligations a buyer may have.

Typically, buyers will be obliged to work exclusively with that brokerage for a period of time.

Confidences a buyer shares with the buyer's agent must be kept confidential.

Although confidential information about the buyer cannot be disclosed, a seller working with a buyer's agent can expect to be treated fairly and honestly.

3. Multiple Representation

Occasionally a real estate brokerage will represent both the buyer and the seller. The buyer and seller must consent to this arrangement in writing. Under this multiple representation arrangement, the brokerage must do what is best for both the buyer and the seller.

Since the brokerage's loyalty is divided between the buyer and the seller who have conflicting interests, it is absolutely essential that a multiple representation relationship be properly documented. Representation agreements specifically describe the rights and duties of everyone involved and any limitations to those rights and duties.

4. Customer Service

A real estate brokerage may provide services to buyers and sellers without creating buyer or seller representation. This is called "customer service."

Under this arrangement, the brokerage can provide many valuable services in a fair and honest manner. This relationship can be set out in a buyer or seller customer service agreement.

Real Estate negotiations are often complex and a brokerage may be providing representation and/or customer service to more than one seller or buyer. The brokerage will disclose these relationships to each buyer and seller.

Who's working for you?

It is important that you understand who the Commercial Real Estate Brokerage is working for. For example, both the seller and the buyer may have their own agent which means they each have a Commercial Sales Representative/ Broker who is representing them. Or, some buyers choose to contact the seller's agent directly. Under this arrangement the Commercial Sales Representative/Broker is representing the seller, and must do what is best for the seller, but may provide many valuable customer services to the buyer.

A Commercial Sales Representative/Broker working with a buyer may even be a “sub-agent” of the seller. Under sub-agency, both the listing brokerage and the co-operating brokerage must do what is best for the seller even though the sub-agent may provide many valuable customer services to the buyer.

If the brokerage represents both the seller and the buyer, this is a multiple representation.

Code of Ethics

Commercial Sales Representatives/Brokers believe it is important that the people they work with understand their agency relationship. That’s why requirements and obligations for representation and customer service are included in a Code of Ethics which is administered by the Real Estate Council of Ontario.

The Code requires Commercial Sales Representatives/Brokers to disclose in writing the nature of the services they are providing, and encourages Commercial Sales Representatives/Brokers to obtain written acknowledgement of that disclosure. The Code also requires Commercial Sales Representatives/Brokers to submit written representation agreements for any sellers or buyers they are representing.

Acknowledgement by

(Names)

I/we have read and understand the Working with a Commercial Sales Representative/Broker-The Agency Relationship brochure:

Buyers

As buyer(s), I/we understand that

Barclay Commercial Corporation, Brokerage

(Name of Brokerage)

Is:

Not representing my interests, to be documented in a separate written customer service agreement, but will act in a fair, ethical and professional manner.

Signature

Date

***This form is for information only and is not a contract. For the purposes of this information, the term “Seller” can be interpreted as “landlord” and “buyer” can mean “tenant”**

**BUYER CUSTOMER SERVICE AGREEMENT
COMMERCIAL - SALE
PROPERTY SPECIFIC
(FOR USE WHEN THE BUYER IS NOT REPRESENTED BY THE BROKERAGE)**

This is a Buyer Customer Service Agreement exclusive to the Property referenced below:

Between:

BARCLAY
Commercial Corporation, Brokerage
200-605 INDUSTRIAL AVENUE
OTTAWA, ONTARIO K1G0Z1
Tel: (613) 739-3989 Fax: (613)739-4079

the "Brokerage"

And:

Buyer(s): _____
_____ (the "Buyer")

For the Introduction to and the Purchase of:

ADDRESS: _____ 17 Lombardo Drive, Ottawa, Ontario _____ (the "Property")

In consideration of the Brokerage providing the Buyer with an introduction to the Property, and Customer Service for the purchase of the Property, the Buyer acknowledges and agrees to the terms as stated in this Agreement.

This Buyer Customer Service Agreement is exclusive to the Property and shall:

commence at 12 a.m./p.m. on the _____ day of _____, 2011.

and **expires** at 11.59 p.m. on the 15th day of May, 2011 (**Expiry Date**).

Buyer acknowledges that the time period for this Agreement is negotiable between the Buyer and the Brokerage, however, in accordance with the Real Estate and Business Brokers Act of Ontario;

If the time period for this Agreement exceeds six months, the Brokerage must obtain the Buyers initials.

_____ (Buyer's initials)

The Buyer hereby warrants that the Buyer is not a party to a buyer representation agreement with any other registered real estate brokerage for the purchase of the Property indicated above.

- 1. DEFINITIONS AND INTERPRETATIONS:** For the purposes of this Buyer Customer Service Agreement ("Authority" or "Agreement"), "Buyer" includes purchaser and a "Seller" includes a vendor, or a prospective seller or vendor. A purchase shall be deemed to include the entering into of any agreement to exchange, or the obtaining of an option to purchase which is subsequently exercised. This Agreement shall be read with all changes of gender or number required by the context.
- 2. COMMISSION:** For this Buyer Customer Service Agreement between Buyer and Brokerage, there is no requirement for the Buyer to pay the Brokerage compensation for the customer service provided by the Brokerage, unless otherwise agreed to in writing.

3. **REPRESENTATION AND CUSTOMER SERVICE:** The Buyer acknowledges that the Brokerage has provided the Buyer with written information explaining agency relationships, including information on Seller Representation, Sub-Agency, Buyer Representation, Multiple Representation and Customer Service. The Buyer acknowledges that the Brokerage will be providing customer service to the Buyer and will not be representing the interests of the Buyer in a transaction. The Brokerage may be representing the interests of the Seller as an agent or sub-agent. When the Brokerage is representing the Seller, the Seller is considered to be the Brokerage's client, and the Brokerage's primary duties are to protect and promote the interests of the Seller/client. The Brokerage will disclose all pertinent information to a Seller/client obtained from or about the Buyer. Even though the Brokerage's primary duties may be to the Seller, the Brokerage may provide many valuable customer services to the Buyer. When providing customer service to the Buyer, the Brokerage's duties to the Buyer include:
- The **Ethical** duty to deal fairly, honestly and with integrity;
 - The **Legal** duty to exercise due care when answering questions and providing information; and
 - The **Legal** duty to avoid misrepresentation.

The Buyer acknowledges that the Buyer may not be shown or offered all properties that may be of interest to the Buyer. The Buyer hereby agrees that the terms of any buyer's offer or agreement to purchase the property will not be disclosed to any other buyer.

The Buyer understands and agrees that the Brokerage also provides representation and customer service to other Buyers and Sellers. If the Brokerage represents or provides customer service to more than one seller or buyer for the same trade, the Brokerage shall, in writing, at the earliest practical opportunity and before any offer is made, inform all sellers and buyers of the nature of the Brokerage's relationship to each seller and buyer.

4. **INDEMNIFICATION:** The Brokerage and representatives of the Brokerage are trained in dealing in real estate but are not qualified in determining the physical condition of the land or any improvements thereon. The Buyer agrees that the Brokerage will not be liable for any defects, whether latent or patent, to the land or improvements thereon. All information supplied by the seller or the listing brokerage may not have been verified and is not warranted by the Brokerage as being accurate and will be relied on by the Buyer at the Buyer's own risk. The Buyer acknowledges having been advised to make its own enquiries to confirm the condition of the property.
5. **ENVIRONMENTAL INDEMNIFICATION:** The Buyer agrees to indemnify and save harmless the Brokerage from any liability, claim, loss, cost, damage or injury as a result of any property of interest to the Buyer being affected by any contaminations or environmental problems.
6. **FINDERS FEES:** The Buyer acknowledges that the Brokerage may be receiving a finder's fee from a lender in the event that a new mortgage or an increase in financing is required for a transaction contemplated by this Agreement, and the Buyer consents to any such fee being retained by the Brokerage in addition to any commission paid to the Brokerage for services rendered in the sale of a Property.
7. **CONSUMER REPORTS:** The Buyer is hereby notified that a Consumer Report containing credit and/or personal information may be referred to in connection with this Agreement and any subsequent transactions.
8. **USE AND DISTRIBUTION OF INFORMATION:** The Buyer consents to the collection, use and disclosure of personal information by the Brokerage for such purposes that relate to the real estate services provided by the Brokerage to the Buyer including, but not limited to: locating, assessing and qualifying properties for the Buyer; advertising on behalf of the Buyer; providing information as needed to third parties retained by the Buyer to assist in a transaction (e.g. financial institutions, building inspectors, etc.); and such other use of the Buyer's information as is consistent with the services provided by the Brokerage in connection with the purchase or prospective purchase of the property. The Buyer agrees that the sale and related information regarding any property purchased by the Buyer through the Brokerage may be retained and disclosed by the Brokerage and/or real estate board(s) (if the property is an MLS Listing) for reporting, appraisal and statistical purposes.
9. **CONFLICT OR DISCREPANCY:** If there is any conflict or discrepancy between any provision added to this Agreement (including any schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement, including any schedule attached hereto, shall constitute the entire Agreement between the Buyer and the Brokerage. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein.
10. **ELECTRONIC COMMUNICATION:** This Agreement and any agreements, notices or other communications contemplated thereby may be transmitted by means of electronic systems, in which case signatures shall be deemed to be original. The transmission of this Agreement by the Buyer by electronic means shall be deemed to confirm the Buyer has retained a true copy of the agreement.

11. SCHEDULE(S) “A” and data form attached hereto form(s) part of this Agreement.

THE BROKERAGE AGREES TO INTRODUCE THE BUYER TO THE PROPERTY AS DESCRIBED HEREIN AND TO PROVIDE CUSTOMER SERVICE IN AN ENDEAVOUR TO PROCURE THE ACCEPTANCE OF AN AGREEMENT TO PURCHASE THE PROPERTY

_____ Date _____ **Randall Stevenson**
(Authorized to bind the Brokerage) (Name of person signing)

THIS AGREEMENT HAS BEEN READ AND FULLY UNDERSTOOD BY ME AND I ACKNOWLEDGE THIS DATE I HAVE SIGNED UNDER SEAL AND HAVE RECEIVED A TRUE COPY OF THIS AGREEMENT. Any representations contained herein are true to the best of my knowledge, information and belief.

SIGNED, SEALED AND DELIVERED I have hereunto set my hand and seal:

(Name of Buyer)

_____ Date _____
(Signature of Buyer)

_____ Date _____
(Signature of Buyer)

Address: _____

Tel. No.: _____ Fax: _____

DECLARATION OF INSURANCE

The broker/salesperson Randall Stevenson
(Name of Broker/Salesperson)

Hereby declares that he/she is insured as required by the Real Estate and Business Brokers Act (REBBA) and Regulations.

(signature(s) of Broker/Salesperson)

Schedule "A"

**BUYER CUSTOMER SERVICE AGREEMENT
COMMERCIAL - SALE**

This Schedule is attached to and forms part of the Buyer Customer Service Agreement between:

Listing Brokerage: BARCLAY COMMERCIAL CORPORATION

AND

Buyer: _____

Property: 17 Lombardo Drive, Ottawa, Ontario

The following terms and conditions shall apply to this Agreement:

The Buyer hereby acknowledges that the Brokerage has advised the Buyer, that Seller's of commercial real estate often declined to provide a Seller Property Information Statement and are offering the Property for sale on an "AS IS" "WHERE IS" basis, without Seller representations or warranties, except as may be provided in an accepted Agreement of Purchase and Sale.

Initials of Brokerage

Initials of Buyer(s)