

PURCHASER ACKNOWLEDGMENT AND WAIVER AGREEMENT

P.G. GAGNÉ COMMERCIAL REAL ESTATE CORP., Brokerage

399 Markham Road, Toronto, Ontario

Send To: **Pierre Gagné**, Broker of Record
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From: _____

Position: _____

Company: _____

Address: _____

Phone: _____

E-Mail: _____

Fax: _____

I/We have been advised that P.G. Gagné Commercial Real Estate Corp., Brokerage ("PGG") has been engaged as exclusive Brokerage by 567292 Ontario Limited. ("Vendor") to advise and assist in the disposition of the property located at 399 Markham Road in Toronto ("the Property").

I/We understand that PGG acts as the Listing Brokerage for the Vendor and owes to the Vendor a fiduciary duty and will be compensated by the Vendor. The Vendor and I/we acknowledge and consent to the possibility that PGG, while representing the best interest of the Vendor, may introduce the Property to and provide services to one or more prospective purchasers in accordance with this offering process.

PGG has available for study certain information concerning the Property for my/our consideration with a view to the possible acquisition of the Property by me/us, subject to the following:

1. **An offer to purchase if any will be submitted through P.G. Gagné Commercial Real Estate Corp., Brokerage and not through a cooperating brokerage. Any cooperating brokerage that I/we may invite to assist in the transaction shall be compensated by me/us and I/we hereby irrevocably indemnify PGG and the Vendor from any and all liability to any such cooperating brokerage.**

Initial(s) 

2. All information and material, written or oral, provided by the Vendor, PGG, or in any way obtained by a prospective purchaser, including without limitation the descriptions, information, reports and photographs in the Confidential Information Memorandum, in the Pre-Offer Documentation, or otherwise, is only for the information of prospective purchasers, to assist them in deciding whether they wish to acquire the Property. This material and information does not purport to be all-inclusive or to contain everything that a prospective purchaser might wish or require. The sale of the Property will be on an "as is, where is" basis. Prospective purchasers are responsible for satisfying themselves, through whatever verification or due diligence process they determine is necessary, as to the accuracy and completeness of any information and as to the potential of the Property. Neither the Vendor nor PGG makes any representation or warranty, whether express or implied, as to the accuracy or completeness of any such material, information, reports or statements. The Vendor and PGG expressly disclaim any and all liability for any errors or omissions in all information, material, reports or any other written or oral communication obtained by, given to or made available to any prospective purchaser. The rights and obligations of the Vendor and purchaser shall be determined solely by the formal agreement of purchase and sale.

3. All evaluation material provided to me/us by PGG, its advisors or the Vendor will be used by me/us solely for the purpose of evaluating the possible acquisition of the Property. I/We agree to keep all information on a strictly confidential basis and not to disclose such information to any person or entity with the exception of employees or consultants who are acting on my/our behalf. I/We will not, without PGG's prior written consent, make any copies whatsoever of any of the information or documents furnished to me/us. In the event that I/we determine that I/we do not have any interest in the Property, I/we will promptly either destroy all copies and/or electronic transmission of the information or return same to PGG.

The Buyer agrees to cooperate with PGG regarding such disclosures as may be required by the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada) and/or the Guidelines issued by the Financial Transaction and Reports Analysis Centre of Canada.

The Vendor reserves the right to alter the process and/or timing described above at its discretion without notice. The Vendor reserves the right to remove the Property from the market at its discretion or to negotiate and effect a sale to any party, whether or not such party has been part of the offer submission process or has strictly adhered to such process as detailed herein.

Agreed and Acknowledged this _____ day of _____, 2009. Signature _____