

**PURCHASER NON-DISCLOSURE and DISCLAIMER AGREEMENT**

**Re: 1071 King Street West, Toronto, Ontario ("The Property")**

A site of approximately 24,780 square feet improved with an office building of 26,925.78 total rentable square feet located on the southwest corner of King Street West and Douro Street in the City of Toronto.

**Send To: Pierre Gagné, Broker**

P.G. Gagné Commercial Real Estate Corp.  
220 Bay Street, Suite 902  
Toronto, Ontario M5J 2W4

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Email: pierre@gagnerealestate.ca

From: \_\_\_\_\_

Position: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_ **Fax:** \_\_\_\_\_

E-Mail: \_\_\_\_\_

I/We have been advised that P.G. Gagné Commercial Real Estate Corp., Broker ("PGG") has been engaged as exclusive agent by 1071 King Ltd. (Vendor) to advise and assist in the disposition of 1071 King Street West, in the City of Toronto, Ontario ("The Property").

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

All evaluation material furnished 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 return all copies of the information to PGG.

All information and material provided by the Vendor, PGG, or in any way obtained by a prospective purchaser, written or oral, including without limitation the descriptions, information, reports and photographs in this Information Memorandum, in the Pre-Offer Binder, 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 a "purchaser's due diligence" 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 make any representation or warranty, whether express or implied as to the accuracy or completeness of any such material, information, reports or statements and 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 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 affect a sale to any party, whether or not such party has been part of the offer submission process strictly adhered to such process as detailed herein.

**The Vendor wishes the fact that the property is for sale to remain confidential.**

**Agreed And Acknowledged** this \_\_\_\_\_ day of \_\_\_\_\_, 2005

**Signature** \_\_\_\_\_  
I have authority to bind the corporation