

PURCHASER ACKNOWLEDGMENT AND WAIVER AGREEMENT

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

3550 & 3560 - 3570 Victoria Park Avenue, Toronto, Ontario

Send To: **Pierre Gagné**
Broker of Record
P.G. Gagné Commercial Real Estate Corp., Brokerage
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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., Brokerage ("PGG") has been engaged as exclusive agent by VP Associates Company ("Vendor") to advise and assist in the disposition of the property located at 3550 & 3560 - 3570 Victoria Park Avenue in Toronto ("The Property").

We understand that PGG, Brokerage acts as the Listing Broker for the Vendor and owes to the Vendor a fiduciary duty and will be compensated by the Vendor. The Vendor and the Buyer acknowledge and consent to the possibility of dual agency whereby PGG, while representing the best interest of the Vendor, may introduce a prospective purchaser(s) to the Vendor 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:

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

Initial(s) 

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 the 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 a "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 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 rights and obligations of the vendor and purchaser shall be determined solely by the formal agreement of purchase and sale.

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 return or destroy all copies and/or electronic transmission of the information to PGG.

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.

Agreed and Acknowledged this _____ day of _____, 2007.

Signature _____

