

TERMS AND CONDITIONS OF SALE

ROYAL TRUST CORPORATION OF CANADA

ROYAL TRUST CORPORATION OF CANADA (the "Seller")

"Schedule "C" to Listing Agreement and Agreement/Contract of Purchase and Sale

Notwithstanding the terms and conditions under any Agreement of Purchase and Sale and any attached schedule(s) regarding the sale of the real property situated at 603-320 McLeod Street, Ottawa, ON K2P 1A3 (the "Property"), the Seller and the Buyer acknowledge that the sale is made under the following terms and conditions:

1. This Property is an estate sale. The sale is made at the risk and peril of the Buyer who shall purchase the Property "as is" without any legal warranties and/or representations from the Seller, including without limiting the foregoing, with respect to the condition of the premises, compliance with laws (including environmental laws), state of repair of the premises, inclusions of chattels or fixtures, or ownership of fixtures or appliances, except as follows: The Seller:
 - a) Has received no notice from any competent authority to the effect that the Property is not in conformity with the laws and regulations currently in force;
 - b) Is a Canadian resident within the meaning of the Income Tax legislation, provincial and federal;
2. The legal description and dimensions of the Property are approximate. The Seller is selling only the area of the Property owned.
3. The Seller shall not provide any title deeds, surveys or certificates of location other than those already in its possession. Any new survey or certificate of location shall be at the expense of the Buyer.
4. The Buyer must certify and guarantee that neither the Buyer nor any member of their immediate family is or was, within the last six (6) months prior to the execution of the Agreement of Purchase and Sale, an employee of the Royal Bank of Canada, or its related, associated, affiliated, subsidiary or holding companies, nor is the Buyer acting on behalf of such person.
5. The Buyer certifies and guarantees that they are either:
 - a) not a non-Canadian as defined under the Prohibition on the Purchase of Residential Property by Non-Canadians Act (the "Act") or,
 - b) are subject to an exemption under the Act enabling the Buyer to proceed with the purchase of the Property.

The Buyer further certifies and warrants that they are solely responsible for any and all penalty and enforcement provisions under section 6(1) of the Act and/or all other penalty and enforcement provisions that may be enforced under the Act.

6. The Buyer, Seller, listing brokerage and co-operating brokerage acknowledge and agree that the Seller is entering into this agreement solely in its capacity as executor of the Estate of Howard G. Morenz and not in its personal capacity, and shall have no personal liability. Any liability upon the Seller shall be limited to the assets of the Estate of Howard G. Morenz in the possession or control of the Seller as the executor from time to time and then only to the extent permitted by law.

The provisions contained herein are an integral, binding part of any Agreement of Purchase and Sale to be executed regarding the Property. All other terms and conditions stipulated in said Agreement of Purchase and Sale and any annex thereto shall remain unchanged unless otherwise agreed in writing between the Buyer and the Seller.

The Listing Real Estate Representative/Broker/Brokerage acknowledges having read and understood this document, agrees to be bound by its contents and acknowledges receipt of a copy hereof.

Witness
Representative/Broker/Brokerage

Signature of Listing Real Estate Sales

Signed at _____ on _____ 20__

The Cooperating Real Estate Sales Representative/Broker/Brokerage acknowledges having read and understood this document, agrees to be bound by its contents and acknowledges receipt of a copy hereof.

Witness

Signature of Cooperating Real Estate Sales
Representative/Broker/Brokerage

Signed at _____ on _____ 20__

The Buyer(s) acknowledge(s) having read, understood and agreed to the provisions of this document and having received a copy hereof.

Witness

Signature of Buyer (1)

Witness

Signature of Buyer (2)

Signed at _____ on _____ 20__

The Seller(s) acknowledge(s) having read, understood and agreed to the provisions of this document and having received a copy hereof.

Royal Trust Corporation of Canada, Executor

Witness

Signature of Seller (1)

Witness

Signature of Seller (2)

Signed at _____ on _____ 20__