

## SCHEDULE "B"

### SPECIAL PROVISIONS

1. **Priority.** To the extent that there is a conflict or inconsistency between this Schedule B and any other provision or schedule of this Agreement of Purchase and Sale (this "**Agreement**"), the terms of this Schedule B shall govern with respect to such conflict or inconsistency.

2. **Condition of the Property.** The Buyer hereby acknowledges and agrees with the Seller that:

(a) the subject property, including all buildings, chattels and fixtures included with the subject property, (collectively, the "**Property**") is being sold on an "as is, where is" basis, and no representation, warranty or condition is expressed or can be implied as to the fitness, description, fitness for purpose, suitability for development, use, zoning, title, the existence of latent defects, area or any environmental matter, whether known or unknown, or in respect of any thing whatsoever and, subject only to the Buyer's express rights to terminate in certain circumstances under the standard OREA form portion of this Agreement, the Buyer shall complete the transaction and take possession of the Property on closing in the condition that the Property exists on the date that the Buyer waives all of its conditions under this Agreement. Section 23 (UFFI) of the standard OREA form portion of this Agreement is hereby deleted in its entirety; and

(b) the Buyer is relying entirely upon its own inspections and investigations of the Property, including without limitation, the physical and environmental condition of the Property and shall not rely upon the accuracy, currency or completeness of any documents furnished by the Seller under or in connection this Agreement.

This acknowledgment shall not merge on and shall survive the closing of the transaction contemplated in this Agreement.

3. **Title Documents.** The Seller shall not be required to furnish or produce any abstract, deed, declaration, municipal occupancy permit or survey or other document or evidence of title except those in its possession and shall not be required to provide any declarations or other statements to the Buyer confirming or stating matters relating to its possession of the Property (such as those matters set out in a customary declaration of possession).

4. **Entire Agreement.** If any term, provision, covenant, indemnity or condition of this Agreement, including, without limiting the generality of the foregoing, this Schedule B, or its application to any person or circumstance shall to any extent be, or be found by a competent authority to be, invalid or unenforceable, the remainder of this Agreement or the application of such term, provision or condition to persons or circumstances other than those to which it is, or is held to be, invalid or unenforceable, shall not be affected thereby and each term, provision or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

5. **Confidentiality and Press Releases.**

(a) The Buyer acknowledges and agrees that the terms of this Agreement and all documents, materials and information furnished to or acquired by the Buyer in connection with the Property or this Agreement, which is not otherwise generally available to the public or required by law to be disclosed, (collectively "**Information**") is confidential and is to be used solely for the purpose of the Buyer

evaluating the proposed acquisition of the Property. The Buyer further agrees not to disclose any such Information to any person, firm or corporation whatsoever other than to their respective professional advisors, consultants and contractors, family members (on a need to know basis) and prospective providers of financing, for the purpose of assisting the Buyer in considering this transaction. Prior to making such disclosure to any such advisor, the Buyer will inform such person of the confidential nature of the Information, shall direct such person to treat the Information as being in the strictest confidence and shall require such person to agree to treat the Information as such. In the event that the transaction contemplated in this Agreement is not completed, the Buyer shall promptly return all hard copies of Information to the Seller and delete all electronic copies.

(b) The Buyer further agrees that it shall not, prior to closing, publicly disclose, issue any press release or make any other public statement, or communicate with the media, concerning the existence of this Agreement or the subject matter of this Agreement, without the prior written approval of the Seller.