

# EXCEPTIONAL DEVELOPMENT OPPORTUNITY

## 200 LOCKHART AVENUE CENTRE-WEST, OTTAWA



You are invited to participate in this RARE OFFERING  
CARLINGWOOD YMCA-YWCA  
200 LOCKHART AVENUE  
OTTAWA, ONTARIO

# POTENTIAL DEVELOPMENT SITE 200 LOCKHART AVENUE CENTRE-WEST, OTTAWA



## Notice to Reader

Barclay Commercial Corporation, Brokerage (the “Advisor”), as advisor to the Seller, has been engaged to manage the **offering** of an exciting potential development site known municipally as 200 Lockhart Avenue, Ottawa, Ontario, and located only steps from the Carlingwood Shopping Centre, in the Centre-West region of Ottawa.

The Seller reserves the right to not accept any or all of the proposals, including without limitation the highest proposal, and to enter into an agreement of purchase and sale with whomever the Seller in its sole and absolute discretion deems appropriate. No Proponent shall have any claim for compensation of any kind whatsoever, as a result of participating in this Request for Interest and, by submitting a Proposal, each Proponent shall be deemed to have agreed that it has no claim.

The criteria which the Seller will use for evaluating the proposals and entering into an agreement of purchase and sale are in the Seller’s absolute discretion, and without limiting the generality of the foregoing, may include one or more of: price, reputation of the proponent, qualifications and experience of the proponent and its employees and the financial strength of the proponent.

Should the Seller not receive any proposal satisfactory to the Seller, in its sole and absolute discretion, the Seller reserves the right to re-advertise to seek new proposals or negotiate an agreement or agreements for the whole or any part of the Seller’s lands with any one or more persons whatsoever, including one or more of the proponents.

By responding to this Request for Interest the proponent agrees that no legal relationship is created between the Seller and the proponent.

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## Introduction

Barclay Commercial Corporation, Brokerage (the “Advisor”), as advisor to the Seller, has been engaged to manage the **offering** of an exciting potential development site known municipally as 200 Lockhart Avenue, Ottawa, Ontario, and located only steps from the Carlingwood Shopping Centre, in the Centre-West region of Ottawa.

### Features of the Property

- The site area is approximately 40,000 sq. ft., and is believed to be compatible with both high-rise condominium and seniors housing development, following rezoning
- Ability to expand the developable site area through the acquisition of abutting land may be possible
- rezoning will be required to maximize the development potential of the site
- Existing improvements include a well maintained 16,000 +/- sq. ft. building
- **In excess of 33,000 residents live in the Primary Market Area, of which over 13% are over the age of 75**

### Special Provisions of Offering

- All offers must provide for a 5 year lease-back by the Seller ( quality tenant)
- Lease-back rate— base rent of \$180,000 per year
- Lease-back terms— Triple Net
- Preferred Completion Date “Mid June, 2010”
- Other provisions may apply

Barclay Commercial Corporation is inviting potential Buyers to pursue the purchase of this rare opportunity.

## Confidential Information Memorandum (CIM)

**The property details will be released in accordance with the following procedure:**

- Interested prospective buyers may contact the Advisor to make arrangements for obtaining the Confidential Information Memorandum (CIM) and access to further information as is available
- In order to receive the CIM each prospective Buyer shall execute and return to the Advisor, a Confidentiality and Non-disclosure Agreement, a sample of which is attached.
- **THE SELLER REQUESTS THAT ALL SITE VISITS BE ARRANGED THROUGH THE ADVISOR**

## Offering Process

Prospective Buyers may be required to provide a letter of interest to the Advisor prior to being provided additional information (other than the CIM), or commencing further due diligence regarding the Property. In addition, at the Advisor’s sole and absolute discretion, prospective buyers may be required to demonstrate that they have the potential financial ability and lawful authority to complete the contemplated purchase agreement.

# POTENTIAL DEVELOPMENT SITE 200 LOCKHART AVENUE CENTRE-WEST, OTTAWA



## Offering Process (continued)

Prospective Buyers are encouraged to submit any offer on the Seller's standard form of agreement (the "Seller's Purchase Agreement"). Offers submitted, will not be rejected on the basis of the form alone, provided the form and content are customary to transactions of this nature.

## Please refer to page 2 of this document "Notice to Reader"

Any Offer shall be executed and delivered, on and subject to the following terms and conditions:

- 1) Offer Form: Buyers are encouraged to submit an Offer on the Seller's Purchase Agreement. Any amendments or additions to the Seller's Purchase Agreement shall be set out in Schedule "A" (Additional Provisions) and attached thereto.
- 2) Offer Deadline: 3:00 p.m. (Ottawa time) May 17th, 2010 (the "Offer Deadline"). No offer shall be given priority based on the date received. All Offers must be received prior to the Offer Deadline, submitted to Barclay Commercial Corporation, Brokerage, to the attention of Mr. Randy Stevenson, c/o Vice Hunter Labrosse LLP, 85 Plymouth Street, Suite 100, Ottawa, Ontario, K1S 3E2.
- 3) Seller Response Time: Seller shall use best efforts to respond within 7 Business Days following the Offer Deadline.

All inquiries regarding the Property or requests for information and documents shall be directed to the Advisor.



**BARCLAY COMMERCIAL CORPORATION,  
BROKERAGE**

200-605 Industrial Avenue  
Ottawa, Ontario, K1G 0Z1

Office: 613-739-3989  
Fax: 613-739-4079

Mr. Randy Stevenson ext. 222  
Broker of Record  
randy@barclaycommercial.com

Mr. Allan Jackson ext. 225  
Salesperson  
allanj@barclaycommercial.com

## Directions

CARLINGWOOD YMCA-YWCA  
200 Lockhart Avenue, Ottawa, Ontario (the "Property")

To receive a copy of the Confidential Information Memorandum (the "CIM") any Prospective Buyer and Third Party Brokerage (Co-operating Brokerage) is required to sign the attached CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT.

The CIM will not be provided to a Co-operating Brokerage prior to Barclay Commercial Corporation receiving a CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT executed by both the Co-operating Brokerage and its Prospective Buyer.

Upon receiving the CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT, a PDF copy of the CIM will be provided to the Prospective Buyer, along with an access name and password to a FTP (file transfer protocol) website containing all support materials. A hard copy of the document can also be requested.

***Please print the attached documentation and return an executed copy to Barclay Commercial Corporation, via Facsimile or email upon your convenience.***

Fax - (613) 739-4079

Email - [info@barclaycommercial.com](mailto:info@barclaycommercial.com)

**CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

**RE: CARLINGWOOD YMCA-YWCA  
200 LOCKHART AVENUE  
OTTAWA, ONTARIO (the "Property")**

AMONG:

BARCLAY COMMERCIAL CORPORATION, BROKERAGE  
("ADVISOR")  
- and -  
THE NATIONAL CAPITAL REGION YMCA-YWCA  
("NCR-Y")  
- and -

(Prospective Buyer or Co-operating Brokerage collectively, the "**Prospective Buyer**")

**Whereas:**

Barclay Commercial Corporation, brokerage (the "ADVISOR"), representing The National Capital Region YMCA-YWCA, is in possession of certain Confidential Information (as hereinafter defined) provided to them by The National Capital Region YMCA-YWCA ("NCR-Y"). The Prospective Buyer desires to review the Confidential Information for the purpose of assessing and discussing the potential for entering into a transaction with NCR-Y for the purchase of the Property (the "Transaction"). The ADVISOR or NCR-Y may furnish to us, certain information concerning the Property that is non-public, confidential, or proprietary in nature.

As used herein, the following terms have the following meanings:

*"Representatives"* means agents, clients, investors, bankers and financial advisors, lawyers, accountants and professional consultants, shareholders, third party lenders, officers, directors, employees, potential investors and other advisers retained in connection with the Transaction.

*"Confidential Information"* means information about the Property, or the Transaction furnished by the ADVISOR, NCR-Y, or their Representatives to us, whether in oral, written, or electronic form, including without limitation, all reports, plans, financial statements, budgets, surveys, drawings, documents, contracts, tenant information, technical and economic data, engineering reports, environmental reports, marketing information, analyses, compilations, forecasts and studies prepared by us incorporating such information. The term "Confidential Information" does not include information which is (i) information that is disclosed in legal proceedings between or involving one or more of the parties hereto or its shareholders; (ii) public information or information in the public domain at the time of receipt by a party or its Representative; (iii) information which becomes public through no fault or act of a party or its Representatives; (iv) information in the possession of a party not provided by the other party or its Representatives; (v) information required to be disclosed by applicable laws or by the regulations, rules or policies of any applicable regulatory body or public stock exchange, but in such case such party shall notify the other party prior to making such disclosure and, to the extent possible, shall take into account the comments of the other party in respect of such disclosure, or (vi) information received in good faith from a third party lawfully in possession of the information and not known to be in breach of any confidentiality obligations.

**Therefore:**

In consideration of the ADVISOR and/or NCR-Y, or any member thereof, disclosing to the Prospective Buyer the confidential Information for the purpose stated herein, the Prospective Buyer and its Representatives, each and every one thereof, agree as follows:

1. **Non-Disclosure.** The Prospective Buyer, and its Representatives, each and every one of them, shall:
  - I. not use the confidential information, or permit the confidential information to be used, for any purpose other than the purpose specified above, and specifically not otherwise for the benefit of the Prospective Buyer, directly or indirectly, or for the benefit of anyone else;
  - II. limit access to and disclosure of the confidential information only to those of the Prospective Buyer's Representatives who require the information for the purpose of assessing the proposed Transaction, to make each of them aware in writing that the information is confidential and subject to this agreement and to obtain from each of them a written confirmation that they agree to be bound by the terms of this agreement, and not to disclose the Confidential Information to any other person or for any other purpose;
  - III. provide to the ADVISOR and NCR-Y on request with a list of all persons to whom the Confidential Information has been disclosed;
  - IV. not make copies of any Confidential Information without prior written authorization of NCR-Y. If the Prospective Buyer and NCR-Y do not enter into a Transaction, upon the written request of NCR-Y, it shall return all Confidential Information in tangible or electronic form;
  - V. keep confidential the fact and content of the assessment and discussions and any negotiations resulting there from, unless written consent from NCR-Y is first obtained; and
  - VI. At all times comply with all applicable privacy laws, including, without limitation, the *Personal Information Protection and Electronic Documents Act*, Canada.
- VII. Not make an unaccompanied site visit on to the Property without the expressed consent of the Advisor, and all site visits to the Property shall be arranged through the Advisor.**
2. The Prospective Buyer acknowledges and understands that neither the ADVISOR nor NCR-Y make any representation or warranty in relation to any of the Confidential Information, its adequacy, accuracy or suitability for any purpose, or otherwise, and except as expressly agreed in writing shall not be liable for any loss or damage arising from the use of any Confidential Information howsoever caused.
3. The Prospective Buyer acknowledges that notwithstanding the execution of this agreement, NCR-Y maintains the sole and absolute discretion to determine what, if any, of the confidential information will be released to the Prospective Buyer.
4. The Prospective Buyer acknowledges that the Property cannot be properly protected from adverse consequences of its actions other than by the restrictions set forth herein **the breach of which restrictions will cause damage to the NCR-Y.**
5. The agreements, covenants and understandings expressed herein by the Prospective Buyer, to the extent more than one, are joint and several.
6. The covenants contained herein shall ensure to the benefit of each member of NCR-Y, to the benefit of the ADVISOR, their respective heirs, personal representatives, estate trustees, successors and assigns, as the case may be, and shall be binding upon the Prospective Buyer, and each and every one of them, and their respective heirs, personal representatives, estate trustees, successors and assigns, as the case may be.
7. Each of the provisions is separate and severable from the others, and if any such provision shall be found wholly or partly unenforceable the others shall not be affected thereby.

8. The Prospective Buyer agrees that in the event of any violation of the provisions hereof; NCR-Y, and the ADVISOR in addition to any other right or relief to which they or any one of them may be entitled, shall be entitled to an injunction restraining further breaches of the provisions of this agreement.
9. This document constitutes the entire agreement between the parties with respect to the subject matter of it, and shall supersede all previous communications, representations, understandings and agreements, either oral or written between the parties.
10. Unless otherwise terminated by written agreement between the parties, this Agreement shall continue in full force indefinitely. All obligations created by this Agreement shall survive any change or termination of the business relationships between the parties.
11. This Agreement shall be governed by the laws of the Province of Ontario, Canada.

Each of the undersigned Prospective Buyer has executed this Agreement on the \_\_\_\_day of \_\_\_\_\_, 2010.

**SIGNED, SEALED AND DELIVERED**  
**In the presence of**

\_\_\_\_\_  
*Witness:*  
Name:

**PROSPECTIVE BUYER:** \_\_\_\_\_

Per: \_\_\_\_\_  
Name:  
Position:  
Authorized Signing Officer