

CONFIDENTIALITY AGREEMENT AND ACKNOWLEDGMENT

To: King Edward Investments Inc (the "Vendor") And to: CBRE Limited (the "Advisors")

We, the undersigned, have requested from the Vendor and CBRE Limited, information in respect of the Property. We acknowledge that all information in respect of the Property known as 2271 - 2273 Bloor Street W, Toronto, ON is confidential information belonging to the Vendor and/or the current owner or manager of the Property (the "Confidential Information").

In exchange for good and valuable consideration provided by the Vendor and Advisors, the receipt and sufficiency of information is hereby acknowledged, we covenant and agree to keep confidential any and all Confidential Information supplied to us concerning the Property and not to utilize any such Confidential Information for our own benefit (or for the benefit of anyone else) other than for the evaluation of the Property with respect to a potential purchase of the Property.

The Confidential Information shall be furnished to us by the Vendor and Advisors on the express agreement, evidenced by our signature hereto, that all of the Confidential Information in respect of the Property is confidential and that we, the undersigned, shall be responsible to ensure that the confidentiality of all of this Confidential Information is at all times maintained.

We acknowledge that the Confidential Information has not been generally disclosed to the public, and may be used by us solely for the purpose of considering the opportunity to acquire the Property from the Vendor. Such Confidential Information may not be disclosed by us to any person or entity other than our directors, officers, employees or other representatives who might be advised of the Confidential Information for the purpose of evaluating our potential purchase of the Property.

We further acknowledge that the Confidential Information we receive from the Vendor and Advisors may not be given or disclosed in whole or in part, in any manner whatsoever, to any third party without the expressed prior written consent of the Vendor.

Although the Vendor and Advisors have endeavored to include in the Confidential Information, information which they believe to be relevant to our investigation, we understand and acknowledge that neither the Vendor nor Advisors makes any representation or warranty as to the accuracy or completeness of the Confidential Information. Any financial information or projections contained in the Confidential Information represent estimates based on assumptions considered reasonable under the circumstances. The Vendor and Advisors make no representations or warranties, expressed or implied that actual results will conform to such projections. The Vendor and Advisors expressly disclaim any and all liability for representations or warranties, express or implied, contained in this Confidential Information, or omissions from this Confidential Information, or in any other written or oral communications transmitted or made available to us. We agree that neither Vendor nor Advisors nor any affiliate of Vendor or Advisors shall have any liability to us or any of our, agents, representatives or related parties resulting from its use of or reliance upon the Confidential Information.

We understand that we may transmit any such Confidential Information to our officers, directors, employees or legal or financial advisors (collectively, "Representatives") but only to the extent that they need to know such Confidential Information for the purpose of such evaluation. We undertake to inform such Representatives of the confidential nature of such information and to ensure that they will be bound by the terms of this Confidentiality Agreement. Upon request, we will provide a list of individuals or entities to whom any Information is disclosed. We agree to be responsible for, and to indemnify the Vendor and Advisors in respect of, any breach of this Agreement by our Representatives. We agree that any third-party representatives that are retained by us, to act on our behalf, shall be compensated exclusively by us.



We represent that we are acting as principals on this transaction without a broker and that, if we choose to employ a broker, we shall do so at our sole cost and expense. Therefore, we agree to indemnify and hold Vendor and the Advisors harmless from and against any and all loss, costs, damages and judgments arising from the claim(s) of any brokers alleging to have dealt with or through us in connection with the Premises.

We will ensure that our directors, officers, employees and other Representatives do not (a) disclose to any person or entity the fact that discussions or negotiations may be, or are, taking place concerning our potential purchase of the Property, or the status thereof or (b) contact or discuss the potential transaction with any employee working at or for the Property (including without limitation, any employee of the current owner or manager of the Property).

Upon the Vendor's and/or Advisors' request, we agree to immediately return all Confidential Information provided to us herewith, including the Memorandum, and any notes or copies made thereof. We will supply a certificate signed by an authorized officer confirming that, to the best of his or her knowledge, information and belief, having made all proper enquiries, the requirements of this paragraph have been fully complied with. We also agree not to use the Confidential Information in any manner that is detrimental to the interests of the Vendor or Advisors.

This agreement will continue in effect for the period of 24 months from the date hereof or until specifically superseded by any agreement concerning confidentiality that may arise out of the discussions.

We agree to indemnify and save harmless the Vendor and Advisors from any claims, losses, damages and liabilities whatsoever (including legal fees on a substantial indemnity basis and disbursements) arising out of a breach by us or any of our Representatives of any of the terms or provisions of this Confidentiality Agreement and Acknowledgment.

DATED at _____, this _____ day of _____, 2018.

Per: _____

Name: _____

Title: _____

Corporation: _____

Phone Number: _____

Email: _____

Address: _____

The undersigned, by its execution hereof, acknowledges and agrees that the undersigned is bound by the terms and conditions set out in this Acknowledgement, and that the parties listed below require access to the data room for the permitted purposes set forth in this Acknowledgement.

<u>Name</u>	<u>E-mail address</u>
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CBRE