

460 YONGE STREET, TORONTO
CONFIDENTIALITY AGREEMENT

The undersigned Proponent and undersigned Co-operating Brokerage hereby acknowledge that CBRE Limited, Real Estate Brokerage, ("CBRE") has been retained by Yorkville Education LP (the "Seller") to arrange the sale of 460 Yonge Street, Toronto, Toronto ON (the "Property") All inquiries and communications with respect to the contemplated sale of the Property shall be directed to Arlin Markowitz and Alex Edmison of CBRE.

The Proponent acknowledges that it is a principal in connection with the possible acquisition of the Property and is represented by the undersigned Co-operating Brokerage with respect to the Property. **The Proponent and Co-operating Brokerage acknowledges that a 1.0% cooperating fee is being offered by CBRE.**

The Proponent hereby agrees to indemnify the Seller and CBRE against any compensation, liability or expense arising from claims by any other brokerage or other party the undersigned had dealings with (excluding CBRE) in connection with the sale of the Property, or in connection with a breach by the undersigned of its obligations under this letter. In no event shall the Proponent or any of its agents or contractors contact any tenant of the Property or any governmental authorities concerning the Property, or make any physical inspection or testing of the Property, without the prior consent of the Seller or CBRE.

CBRE has available for review additional confidential information and reports which it may provide (together the "Confidential Information") concerning the Property. On behalf of the Seller, CBRE may make such Confidential Information available to the Proponent and to the Co-operating Brokerage upon execution of this Confidentiality Agreement. The Confidential Information is intended solely for your own use in considering whether to pursue negotiations to acquire the Property. This is not an agreement to sell the Property or an offer of sale.

The online data room contains selected information pertaining to the Property, and has been prepared by CBRE primarily from information supplied by the Seller. It does not purport to be all-inclusive or to contain all the information which a prospective buyer may require or desire. Neither CBRE nor the Seller makes any representation or warranty, expressed or implied, as to the accuracy or completeness of the data room and no legal liability on the part of CBRE or the Seller is assumed or to be implied with respect thereto. It is recommended that all prospective buyers conduct their own independent investigation and verification and should seek legal, accounting and tax advice as necessary. Any offer made herein is subject to prior sale, change in price or terms, or to withdrawal, all without notice.

By executing the Confidentiality Statement you agree that the Confidential Information is confidential, that you will hold and treat it in the strictest of confidence, and that you will not disclose or permit anyone to disclose the contents of the Confidential Information to any person, firm or entity without prior written authorization of the Seller and CBRE or use the Confidential Information for any other purpose other than as contemplated herein. The Confidential Information may be disclosed to your partners, employees, legal counsel, lenders and consultants (collectively, "Representatives") provided that the undersigned informs such Representatives of the confidential nature of the Confidential Information and such Representatives agree to be bound by the terms of this agreement or as required by applicable law.

The Seller expressly reserves the right in its sole discretion to reject any or all proposals or expressions of interest in the Property and to terminate discussions with any party at any time with or without notice. If you do not wish to pursue acquisition negotiations or the Seller elects to terminate discussions with the undersigned, you hereby agree to return the Confidential Information, destroy any copies thereof and deliver copies of any reports or surveys prepared by or on behalf of the undersigned concerning the Property to CBRE.

When this Confidentiality and Representation Agreement is signed, the Proponent and Co-operating Brokerage acknowledge that they are undertaking this investigation of the Property at their sole risk and expense and that under no circumstances will any amounts expended by the undersigned for its due diligence investigation or review be paid or reimbursed by the Seller or CBRE.

Proponent		Co-operating Brokerage Company	
Proponent Representative		Co-operating Brokerage Representative	
Phone #		Phone #	
Email Address		Email Address	
Date		Date	
Signed by:		Signed by:	

CBRE Limited, Real Estate Brokerage

Accepted by _____

_____, 2020