

To: Jones Lang LaSalle Real Estate Services, Inc. ("Agent") on behalf of Cedar-Wentworth Apartments Inc. (the "Vendor")
Re: Confidentiality Agreement for 1040 Cedar Street & 280 Wentworth Street W., ON (the "Property")

In connection with our consideration of a possible transaction with the Vendor involving the Property, we request, acknowledge and accept that all the information, including but not be limited to, electronic or hard copy or oral information, the Confidential Investment Memorandum, flyer, emails or any other information provided in respect of the Property (collectively the "**Confidential Information**"), furnished by you or your representatives will be kept confidential and shall not be disclosed by us or by our representatives, or consultants, or any employees of any of them, in any manner whatsoever, in whole or in part, and shall not be used by us or our representatives, or consultants, or any employees of any of them, other than in connection with our consideration of a purchase transaction involving the Property.

Moreover, we agree to reveal the Confidential Information only to our representatives who need to know the Confidential information for the purpose of evaluation of a potential purchase transaction involving the Property, who are informed by us of the confidential nature of the Confidential Information and who shall agree to be bound by and act in accordance with the terms and conditions of this Confidentially Agreement to the same extent as though they were parties hereto. Any breach of this Agreement by our representatives, or consultants, or any employees of any of them, shall be our responsibility, and we agree, at our sole expense, to take all reasonable measures to restrain our representatives, or consultants, or any employees of any of them, from prohibited or unauthorized disclosure or use of the Confidential Information.

We understand that you have endeavoured to include the Confidential Information and those materials which you believe to be reliable and relevant for the purpose of our evaluation, but we acknowledge and accept that: i) neither you nor any of your respective representatives makes any representation or warranty either expressed or implied as to the accuracy or completeness of the Confidential Information and ii) entering this Confidentiality Agreement and being provided with any Confidential Information does not in any way provide any assurance or guarantee that we will be successful in concluding a transaction for the Property with the Vendor.

We agree to indemnify and save harmless the Agent and the Vendor from any claims, losses, damages and liabilities whatsoever (including legal fees and disbursements) arising out of a breach by us or any of our representatives of any of the terms or provisions of this Agreement.

We hereby acknowledge that we have received the Confidential Information from the Agent and have not been introduced to the Property by any other agent. If for any reason whatsoever the purchase transaction contemplated herein is not completed, we will promptly deliver to the Agent all materials or destroy all materials containing Confidential Information, without retaining copies, as may be instructed by the Agent.

This Confidentiality Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

Agreed to and accepted this ____ day of _____, 2018.

Name: _____

Position: _____

Company: _____

Address: _____

Telephone: _____ Fax: _____ Email: _____

Signature: _____ Date: _____

To: JLL Multi-Residential Advisory Group

Cc: Michael Betsalel / Earl Kufner / Catherine Minogue/ Bilal Javaid

Email: catherine.minogue@am.jll.com Fax: 416 642 0915

Phone: 416 304 6000

Re: Confidentiality Agreement – Cedar-Wentworth Apartments

From: Date:

Pages: