

## CONFIDENTIALITY AND INDEMNIFICATION AGREEMENT

**Re: 2611 Labelle Street, Windsor, Ontario and  
444 Advance Boulevard, Lakeshore, Ontario (the "Properties").**

We have requested from CBRE Limited ("CBRE") through Brook Handysides, Tim Pacaud, Scott MacKenzie or Jordan Lunan information, including confidential and proprietary information, which has not been generally disclosed to the public, for use in evaluating a potential purchase of the Properties.

In exchange for good and valuable consideration provided by the Seller and CBRE, including, without limitation, the delivery of a confidential information memorandum (the "CIM"), the receipt and sufficiency of which is hereby acknowledged, we agree to keep confidential any and all information supplied to us concerning the Properties that is not a matter of public record and not to utilize any such information for our own benefit (or for the benefit of anyone else) other than for the evaluation of the Properties with respect to a potential purchase.

We understand that we may transmit any such information to partners, officers, directors, employees or legal or financial advisors (collectively, "representatives") but only to the extent that they need to know such information for the purpose of such evaluation. We undertake to inform such representatives of the confidential nature of such information and that they will be bound by the terms of this Agreement. We agree to be responsible for any breach of this Agreement by our representatives. We agree that any legal, financial or any other third party advisors that are retained by us, to act on our behalf, will be compensated by us.

Upon the Seller's request, we agree to return all documentation provided herewith, including the CIM, and any notes or copies made thereof. We also agree not to use the information provided in any way detrimental to the Seller or any parties assisting the Seller.

We acknowledge that the CIM and the other information being delivered to us with respect to the Properties are subject to the limitations on liability and disclaimers for the protection of the Seller and CBRE contained in the CIM.

We agree to indemnify and save harmless the Seller and CBRE 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 Agreement.

The undersigned understands and acknowledges the possibility of dual agency on the part of CBRE, and hereby consents to the possibility of limited dual agency during the term of this Agreement, wherein CBRE shall maintain confidentiality with respect to pricing intentions, corporate objectives and motivation.

Dated at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**CBRE**

Fax/Email to Attention of:

Brook Handysides  
F: 519 252 7554  
brook.handysides@cbre.com

or

Jordan Lunan  
F: 416 674 6575  
jordan.lunan@cbre.com

Corporation: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Postal Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Signature: \_\_\_\_\_

*(I have the authority to bind the Corporation)*