



CONFIDENTIALITY AGREEMENT

Re: 237 Mohawk Road East, Hamilton totalling approximately 17 Residential Units (the "Property")

We, _____ (the "Bidder"), have requested from **Rock Advisors Inc.** (the "Advisor") confidential information relating to the Property.

For good and valuable consideration provided by the Seller and the Advisor (including, without limitation, the delivery of Marketing material), the receipt and sufficiency of which consideration is hereby acknowledged, we agree with the Seller and the Advisor to comply with all of the provisions of this Agreement. We and our Representatives (as defined below) shall keep confidential any and all Confidential Information (as defined below) and shall not disclose any Confidential Information to any Person other than our Representatives. We and our Representatives shall utilize Confidential Information only to evaluate our potential purchase of the Property from the Seller (the "Proposed Transaction"). "Confidential Information" means all information (whether in oral, graphic, written or electronic form) relating to the Seller or the Property that is not publicly available other than as a result of breach of this Agreement (including without limitation, the leases for the Property) and all analyses, summaries, compilations, data, notes, studies and other documents or records prepared by us or our Representatives containing or based upon, in whole or in part, any such information. "Person" means any individual, corporation, company, trust, group, partnership, government, government's agency or authority, or any other entity whatsoever.

We may disclose Confidential Information to our officers, directors, employees, legal advisors and financial advisors (collectively, "Representatives") only to the extent they need to have such Confidential Information for the purpose of evaluating the Proposed Transaction. We shall inform each such Representative of the provisions of this Agreement and we shall cause such Representative to comply with all provisions of this Agreement. We shall be responsible for any acts or omissions of our Representatives which constitute a breach of this Agreement. *We also agree that any fees, commissions, expenses and other amounts payable to legal, financial or other third party advisors retained by us, or who act on our behalf, including any real estate brokers other than the Advisor, will be paid by us.*

We agree that we will not, without the prior written consent of the Seller or the Advisor, disclose to any other Person other than Representatives the fact that any Confidential Information has been made available to it, that this Agreement has been entered into, that discussions or negotiations are taking place concerning the Property or the Proposed Transaction, or any of the terms, conditions or other facts with respect thereto (including the status of such discussions or negotiations thereof).

We agree that, upon the Seller's request, we and our Representatives shall destroy all Confidential Information (including the Marketing material) and, if the Seller so requests it, shall provide the Seller with written confirmation of compliance with this requirement. We also agree that we and our Representatives shall not use the Confidential Information in any way detrimental to the Seller, any parties assisting the Seller or any tenant of the Seller.

We agree that the confidential information is subject to limitations on liability and disclaimers for the protection of the Seller and the Advisor and we and our Representatives are bound by such provisions as follows: The Confidential Information has been obtained from various sources considered reliable. Neither the Seller nor the Advisor make any representations, declarations or warranties, expressed or implied, as to the accuracy or completeness of the information or statements contained therein or otherwise, and such information or statements should not be relied upon by prospective Purchasers without independent investigation and verification. The Seller and Advisor expressly disclaim any and all liability for any errors or omissions in the Confidential Information. The Confidential Information is provided as a convenience only without representation or warranty as to its accuracy or completeness and should not be relied upon by prospective Purchasers without independent investigation and verification.

We agree to indemnify and save harmless the Seller, any tenant of the Property and the Advisor from all claims, losses, damages and liabilities whatsoever (including legal fees and disbursements) arising out of a breach by us or any of our Representatives of this Agreement. In addition, we agree that monetary damages will not be a sufficient remedy and that the Seller and the Advisor shall be entitled to seek preliminary and permanent injunctive relief in the event of a breach or threatened breach of this Agreement, as well as all other applicable remedies at law or equity.

This Confidentiality Agreement shall be binding upon the undersigned and all of our subsidiaries, affiliates and/or related Persons and shall be governed by the laws of Ontario.

DATED this _____ day of _____, 2014. Bidder (Company Name): _____

Per: _____

Name _____

Title _____

I/We have the authority to bind the Corporation