



CONFIDENTIALITY AND INDEMNIFICATION AGREEMENT

Re: St. Clair Beach SC, 13430 Tecumseh Road, Tecumseh, Ontario (the "Property").

We have requested from CBRE Limited ("CBRE") through Matthew Smith, Hugh O'Connell and Brook Handysides (the "Advisor"), information, including confidential and proprietary information, which has not been generally disclosed to the public, for use in evaluating a potential purchase of the Property.

In exchange for good and valuable consideration provided by the Vendor 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 Property 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. Except with the prior written consent of the Owner and CBRE, we will not contact or speak with any representatives of employees of the Owner or any tenants (or prospective tenants) of the Property.

Upon the Vendor'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 Vendor or any parties assisting the Vendor. We acknowledge that the CIM and the other information being delivered to us with respect to the Property are subject to the limitations on liability and disclaimers for the protection of the Vendor and CBRE contained in the CIM.

We agree to indemnify and save harmless the Vendor 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.

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario. All rights, entitlements, duties, and obligations arising herein shall ensure to the benefit of and be binding upon the parties to it and their respective successors and permitted assigns. We understand and acknowledge that the Advisor is acting as agent for the Owner. 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.

Neither the Vendor nor CBRE shall be responsible for the payment of brokerage fees to any brokers, agents or consultants in connection with this offering other than Matthew Smith, Hugh O'Connell and Brook Handysides of CBRE.

Dated at _____, this _____ day of _____, 2012.

 <p style="text-align: center;">Fax to Attention of:</p> <p style="text-align: center;">Matthew Smith* Hugh O'Connell* Or Brook Handysides*</p> <p style="text-align: center;">F: 416-362-8085</p> <p style="text-align: center; font-size: small;">*Sales Representatives</p> <div style="text-align: center; border: 1px solid black; padding: 2px;"> SMITH O'CONNELL <small>RETAIL INVESTMENT</small> </div>	Corporation: _____ Name: _____ Title: _____ Address: _____ Postal Code: _____ Phone: _____ Fax: _____ Email: _____ Signature: _____
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(I have the authority to bind the Corporation)