



Confidentiality Agreement and Acknowledgement

We, the undersigned, have requested from the Vendor, and Colliers Macaulay Nicolls Inc. (the “**Advisor**”), information with respect to a proposed transaction for the sale of a lifestyle community (the “**Transaction**”). We acknowledge that the Confidential Information (as hereinafter defined) is confidential and secret information, is the exclusive property of the Vendor and/or Advisor, and will be held in trust by us for the benefit of the Vendor and Advisor.

In exchange for good and valuable consideration provided by the Vendor and the Advisor, including, without limitation, the delivery of a financial income statement, the receipt and sufficiency of which is hereby acknowledged, and as a condition of the disclosure and receipt of the Confidential Information, we hereby agree to the following:

1. We acknowledge and agree that due to the sensitive nature of the Transaction and the Confidential Information, the identity of the Vendor cannot be disclosed to us until following the execution of this agreement and that the omission of the Vendor’s identity from this agreement shall in no way derogate or limit the Vendor’s rights or obligations herein. Furthermore, we acknowledge and agree that the “**Vendor**”, for the purposes of this agreement, shall be deemed to be the party identified as the “Vendor” in confidential information memorandum number [ALW ASV CIM - September 18, 2018], which shall be disclosed to us following the execution of this agreement.
2. We acknowledge that “**Confidential Information**” shall include:
 - a. any and all information and know-how disclosed before, on or after the date of this agreement to us by the Vendor or Advisor, relating in any way, directly or indirectly, to the Vendor or one or more of its affiliates and their respective businesses operations, assets, liabilities, prospects and plans (including any and all information with respect to the Transaction), whether disclosed orally or disclosed, accessed or observed in written, graphic, electronic, visual or other form or media, and whether or not marked, designated or otherwise identified as “confidential”, including without limitation any and all information regarding third parties and any and all third party confidential and proprietary information included with, or incorporated in, any information provided to us by the Vendor or Advisor; and
 - b. all documents, copies, reproductions, summaries, extracts, notes, interpretations, memoranda, records, studies, forecasts, compilations, evaluations or other data prepared by or for us or one or more of our Representatives (as hereinafter defined) containing or based upon or derived from, in whole or part, any of the information or know-how described in paragraph (a) above.

Notwithstanding the foregoing, Confidential Information shall not include information that (i) at the time of disclosure is, or subsequently becomes, generally available to the public other than as a result, directly or indirectly, of a breach of this agreement by us or one or more of our Representatives; and (ii) prior to receipt thereof, was lawfully in our possession or the possession

of one or more of our Representatives and was not then subject to any obligations to maintain the confidentiality thereof.

3. We agree and covenant to keep confidential any and all Confidential Information supplied to us and not to utilize or draw upon such Confidential Information for our own benefit (or for the benefit of anyone else) directly or indirectly, other than for the evaluation of the Transaction.
4. The Confidential Information shall be furnished to us by the Vendor and/or Advisor on our express agreement, evidenced by our signature hereto, that all of the Confidential Information in respect of the Transaction is confidential and that we, the undersigned, shall be responsible to ensure that the confidentiality of all of this Confidential Information is at all times maintained.
5. We acknowledge that the Confidential Information has not been generally disclosed to the public, and may be used by us solely for the purposes of considering the Transaction. Such Confidential Information may not be disclosed by us to any person or entity, in whole or in part, except as required by law or to such of our directors, officers, employees, consultants or other representatives (collectively, "**Representatives**") who: (i) might be advised of the Confidential Information for the purpose of evaluating the Transaction, (ii) are informed by us of the confidential nature of the Confidential Information, and (iii) agree to be bound by the provisions of this agreement. Without limiting the generality of the foregoing, we shall protect the Confidential Information with reasonable safeguards and shall limit and control the copies extracts or reproductions made of the Confidential Information. We agree that any legal, financial or any other party advisors that are retained by us, to act on our behalf, shall be compensated exclusively by us.
6. We shall notify the Vendor and Advisor immediately on discovery of any unauthorized use or disclosure of the Confidential Information, or any other breach of this agreement.
7. We covenant that neither we, nor any of our Representatives, will directly or indirectly make or have any contact whatsoever with any of the Vendor's, employees, tenants, lessees or any other individuals who have an interest in the Transaction, or any governmental authorities or departments, including the City of Ottawa Planning Department, regarding the Transaction or any of the Confidential Information, unless the Vendor has otherwise authorized such contact in writing. Neither we, nor any of our Representatives, shall disclose to any person or entity the fact that the discussions or negotiations may be, or are, taking place concerning the Transaction, or the status thereof.
8. Upon the Vendor's or Advisor's request, we agree to immediately return or destroy all Confidential Information provided to us, along with any notes, copies or reproductions made thereof, and delete all Confidential Information from any computer, word processor, disk or similar electronic device. Within ten (10) days of our receipt of such request we shall deliver to the Vendor a certificate of one of our senior officers certifying in writing that we have complied with the obligations of this paragraph. We also agree not to use the Confidential Information in any manner that is detrimental to the Vendor or the Advisor.
9. We expressly understand and acknowledge that neither the Vendor nor the Advisor, nor any of their respective officers, directors, employees, shareholders, agents, representatives or advisors make any express or implied representation or warranty of any nature or kind whatsoever as to the

condition, physical characteristics, financial condition, or prospects of any property or assets related to the Transaction; or, as to the accuracy, currency or completeness of the Confidential Information, and neither the Vendor nor the Advisor, nor any of their respective officers, directors, employees, shareholders, agents, representatives or advisors shall have any liability or responsibility, directly or indirectly, to us with respect to any claim, liability or other detriment arising in connection with any omissions from or errors in any of the Confidential Information, or the use of any of the Confidential Information by us or our Representatives.

10. We acknowledge that the provisions of this agreement are reasonable, necessary and fundamental to the protection of the Vendor's legitimate business interests, and that a breach or threatened breach by us or by any of our Representatives of this agreement would cause the Vendor and its affiliates irreparable harm not compensable in damages alone. We further acknowledge that it is essential to the effective enforcement of this agreement that in addition to any other remedies to which the Vendor may be entitled at law or in equity or otherwise under this agreement, the Vendor is entitled to seek and obtain, in a summary manner, interlocutory and permanent injunctive relief without showing irreparable harm, specific performance and other equitable remedies.
11. We agree to indemnify and save harmless the Vendor and the Advisor 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.
12. In the event of a breach or non-performance by us or by any of our Representatives of any of the covenants and other obligations contained in this agreement, the Vendor and/or the Advisor shall be entitled to an accounting and repayment of all profits, compensation, royalties, commissions, remunerations or benefits that we or any of our Representatives directly or indirectly realized or may realize relating to, growing out of, or in connection with any such breach. This remedy is in addition to and not in limitation of any injunctive relief or other rights or remedies to which the Vendor or Advisor are or may be entitled at law or in equity or otherwise under this agreement.
13. Unless and until the parties have entered into definitive written agreement(s) in relation to the Transaction, neither party is subject to any commitment to enter into any further agreement with the other or any obligation to proceed or participate in the Transaction by virtue of this agreement. In the event discussions have commenced with respect to the Transaction, either party is entitled to terminate discussions at any time. Nothing in this agreement affects the ability of the Vendor and Advisor to enter into similar confidentiality agreements with other persons and the performance of its obligations under such other agreements will not be a breach of this agreement.

(Signature Page Follows)



We indicate by signing below that we are in agreement with the foregoing, and that this constitutes a binding agreement between us, the Vendor and the Advisor with respect to the subject matter set out above.

Dated at _____, this _____ day of _____, 2018.

Corporation: _____

Per: _____

Name: _____

Title: _____

Per: _____

Name: _____

Title: _____

I/We have the authority to bind the Corporation.