



Jones Lang LaSalle Real Estate Services, Inc.
120 Victoria Street S., Unit 201
Kitchener, ON
Tel 519-279-1183

DATE: _____ (Please Date)

TO: Jones Lang LaSalle Real Estate Services, Inc. ("JLL Canada")

RE: Confidentiality Agreement – 220 Bergey Court, New Hamburg, Ontario and 3551 Bleams Road, New Hamburg ("Property")

RE: Ontario Drive & Gear Limited ("Seller")

We have been advised that JLL Canada has been retained by the Seller as its exclusive agent to arrange a sale of the Property. The Seller has requested that all interested parties should direct all inquiries and communications through JLL Canada only. We have requested that you furnish us with certain information concerning the Property. This information may include, without limitation, (i) an offering memorandum or materials, (ii) various other documents and data concerning or relating to the Property whether delivered in writing, orally, or through authorized access to a designated due diligence extranet site, including, without limitation, the location of the Property, leases, rents, environmental reports, surveys and title reports, compilation and data studies, intellectual property, business plans, financial information, and marketing plans, and (iii) any work product developed from any of the foregoing, in each case, whether or not designated as proprietary or confidential (collectively, "**Evaluation Material**"). We acknowledge and agree that the Evaluation Material will be furnished to us only on the condition that we agree to treat the Evaluation Material in strict confidence in accordance with the following terms and conditions (the "**Agreement**"):

1. This Agreement shall be effective as of the date hereof and will apply to any Evaluation Material disclosed to any Recipient prior to such date, and shall terminate upon the date which is the earlier of: (i) the execution of a binding transaction of purchase and sale or offer to purchase (a "**Binding Agreement**"); and (ii) two (2) years after the date hereof. All Evaluation Material relating to the Property which may be furnished to any Recipient (as hereinafter defined) under this Agreement shall continue to be the property of the Seller. The Evaluation Material will be used by the Recipient solely for the purpose of evaluating the possible acquisition of the Property and will not be used in any manner detrimental or adverse to Seller, the Property, the manager(s) of the Property or any partner, affiliate or lender of any Seller or manager(s) of the Property. As soon as reasonably possible upon Seller's or JLL Canada's request or upon the termination of our Agreement, we will return to Seller or JLL Canada, or, to the extent permitted by law, destroy, all Evaluation Material and any other written material containing or reflecting any of the Evaluation Material that has been provided to or created by us, and will not retain any copies, extracts, modifications or other reproductions in whole or in part of such written materials.

2. We agree to keep all Evaluation Material strictly confidential and protect such Evaluation Material and shall not disclose the contents thereof to any person without the Seller's prior written consent, which consent may be withheld in the Seller's sole and absolute discretion; provided, however, that the Evaluation Material may be disclosed to our key employees, and the Recipient's outside counsel, accountants, and institutional lenders where applicable, acting on behalf of Recipient on a strictly "need to know" basis, solely for the purposes set forth herein, and provided that such party or parties comply with the following. We, together with any person to whom we disclose all or any portion of the Evaluation Material, pursuant to the terms hereof, are referred to herein individually and collectively as "**Recipient(s)**." Any Recipient other than us receiving Evaluation Material shall, prior to receiving such Evaluation Material from us, be informed of the confidential nature of such Evaluation Material and the terms of this Agreement, and shall agree in writing not to disclose the Evaluation Material to any other person. We agree that we will be primarily (and not as a guarantor) responsible and liable for any breach of the terms and conditions set forth in this Agreement by a party to whom we have disclosed the Evaluation Material. We will immediately notify JLL Canada and Seller in writing of any breach of this Agreement by any Recipient which may come to our attention. In addition, the Recipients will not disclose to any person, unless otherwise required by subpoena or mandated by law, (i) the existence of this Agreement; (ii) the fact that the Evaluation Material has been made available to it or that it has inspected any portion of the Evaluation Material; (iii) the fact that any discussions or negotiations are taking place concerning the proposed transaction regarding or relating to the Property; or (iv) any of the terms, conditions or other facts pertaining to the proposed transaction regarding or relating to the Property, including the status thereof. The provisions of this Paragraph 2 shall not apply to information (a) solely to the extent such information is subject to a properly issued subpoena by a court of competent jurisdiction, or (b) is generally available to the public other than as a result of a breach of this Agreement; provided, however in any of the foregoing instances, we agree to promptly notify Seller of such required disclosure and when reasonably possible with sufficient advance notice to permit Seller to seek a protective order or to take other appropriate action to waive compliance, and we will disclose only that portion of the Evaluation Material necessary to ensure compliance with such such subpoena for the purposes of subsection (a).

3. We acknowledge and agree that neither Seller nor JLL Canada nor any shareholder, director, officer, employee, partner, member, agent, counsel or representative of Seller or JLL Canada, including without limitation any lawyer, asset manager, management company, appraiser or engineer retained by Seller or JLL Canada (collectively, the "**Owner Representatives**") make any representation or warranty whatsoever as to the accuracy or completeness of the Evaluation Material, including without limitation, with respect to any financial information and/or

projections contained in the Evaluation Material. JLL Canada and Seller expressly disclaim any and all liability for representations or warranties, express or implied, regarding the Evaluation Material or that actual results will conform to projections in the Evaluation Material; and we agree that neither JLL Canada nor Seller nor the Owner Representatives shall have any liability to us or to any Recipient resulting from our or their use or reliance upon the Evaluation Material, whether or not a purchase of the Property is consummated or a Binding Agreement is entered into. We covenant and represent that we will conduct our own independent investigations for all those matters which we deem necessary or appropriate in order to evaluate any proposed transaction involving the Property. In the event that Seller and we enter into a definitive agreement for the purchase and sale of the Property, including a Binding Agreement, the provisions of this Section 3 are subject to the terms of such definitive agreement concerning the Evaluation Material.

4. This Agreement shall be (i) binding on us and inure to the benefit of the Seller and JLL Canada and their respective successors or assigns and (ii) governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and the parties expressly agree that venue for any such dispute/claim shall only be in Toronto, Ontario. THE SUBMISSION OF THE EVALUATION MATERIAL AND ANY DRAFT PURCHASE AGREEMENT FOR EXAMINATION IS NOT INTENDED TO, NOR WILL IT, CONSTITUTE AN OFFER TO SELL THE PROPERTY, OR A RESERVATION OF, OR OPTION OR PROPOSAL OF ANY KIND FOR THE SALE OR PURCHASE OF THE PROPERTY. IN NO EVENT WILL THE SUBMISSION OF THE EVALUATION MATERIAL OR DRAFT PURCHASE AGREEMENT CREATE ANY OBLIGATION OR LIABILITY UPON SELLER OR JLL CANADA WHATSOEVER. SELLER EXPRESSLY RESERVES THE RIGHT IN ITS SOLE AND ABSOLUTE DISCRETION TO REJECT ANY AND ALL PROPOSALS OR EXPRESSIONS OF INTEREST IN THE PROPERTY AND TO TERMINATE DISCUSSIONS WITH ANY PARTY AT ANY TIME WITH OR WITHOUT NOTICE.

5. The provisions of this Agreement shall survive any termination of our review of the Evaluation Material. Without the prior consent of Seller, neither we nor any of the Recipients shall communicate with respect to the proposed transaction, the Seller or the Property with (a) any employee, manager or consultant of the management company retained by Seller to manage the Property, (b) any tenant, subtenant, or other occupant of the Property, (c) any lender (or any loan participant of any such lender) to Seller, (d) any other person other than one of our representatives, or (e) any partner, affiliate or member of Seller.

6. We acknowledge that money damages would not be a sufficient remedy for any violation of the terms of this Agreement and, accordingly, Seller and/or JLL Canada will be entitled to specific performance and injunctive relief as remedies for any violation. These remedies will not be exclusive remedies but will be in addition to all other remedies available to Seller and/or JLL Canada at law or equity. We hereby indemnify and hold the Seller harmless from and against all claims, expenses, penalties, actions, liabilities, damages, losses and costs (including reasonable legal fees) resulting from any such actual, attempted or threatened disclosure or violation of its obligations under this Agreement.

7. The Recipients agree not to visit the Property, other than areas open to the general public, without prior notice being given to, and permission provided by, JLL Canada and Seller.

8. No grant of any rights with respect to the intellectual property information and the underlying intellectual property, including any license implied or otherwise, is given or intended to be given pursuant to this Agreement.

9. Without the Seller's prior written consent, which consent may be unreasonably or arbitrarily withheld, we agree not to assign nor transfer this Agreement.

10. This Agreement may not be amended or modified, nor may any right or remedy of any party be waived, except in writing, signed by such party. The waiver by any party of the breach of any term or provision hereof by any other Party will not be construed as a waiver of any other subsequent breach.

11. The failure of any party to enforce any of the provisions of this Agreement or to exercise any rights or remedies under this Agreement shall not be construed as a waiver or relinquishment to any extent of such party's rights.

12. If any one or more of the provisions contained in this Agreement should be declared invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained in this Agreement shall not in any way be affected or impaired thereby so long as the commercial, economic and legal substance of the Evaluation Material are not affected in any manner materially adverse to any party. Upon such a declaration, the parties shall modify this Agreement so as to carry out the original intent of the parties as closely as possible in an acceptable manner so that the purposes contemplated hereby are consummated as originally contemplated to the fullest extent possible.

13. The parties acknowledge and agree that this Agreement may be executed in counterparts and delivered by means of electronic mail (PDF) or facsimile transmission. An electronic copy or facsimile of a party's signature shall be binding upon the signatory with the same force and effect as an original signature.

14. Time shall in all respects be of the essence hereof.

Yours truly,

Printed Name: _____

For and on behalf of:

Company: _____

Name: _____

Title: _____

Email: _____

Phone: _____

Additional Emails for Data Room Access:
