

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 internal 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 (regarding 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 third party other than one of our representatives, or (e) any partner or fellow 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.

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.

Yours truly,

Printed Name: _____

For and on behalf of:

Company: _____

Name: _____

Title: _____

Email: _____

Phone: _____

Additional Emails for Data Room Access:

