

CONFIDENTIALITY AGREEMENT

4535-4555 PAPINEAU, MONTRÉAL, QUÉBEC

The current owner of the Portfolio (the “Vendor”), has retained Jones Lang LaSalle Services Immobiliers Inc. (the “Advisor”) as the exclusive real estate agency to solicit offers and arrange the sale of the Portfolio. The Portfolio includes the right, title and interest of the Vendor in and to the Portfolio described.

In connection with our interest in purchasing the Portfolio aforementioned, you, your affiliates, lawyers, agents, advisors, employees and representatives will be furnishing to us or our agents, advisors, representatives and employees or to our affiliated companies, partnerships, advisors, representatives or employees (collectively our “Representatives”) certain information (including opinions, surveys, reports, rent rolls, leases and tenant information) which are non-public or confidential in nature. Said information and other information furnished to us or our Representatives, together with analyses, compilations, forecasts, studies or other documents prepared by us or our Representatives which contain or otherwise reflect such information, our review of or interest in the Portfolio, is hereinafter collectively referred to as the “Information”.

In consideration of your furnishing the Information to us, we agree that:

1. We agree to reveal the Information only to our Representatives who need to know the Information for the purposes of evaluating the aforesaid transaction, who are informed by us of the confidential nature of the Information and who shall agree in writing in your favour to act in accordance with the terms and conditions of this Agreement. Notwithstanding such agreement, we shall continue to be responsible for any breach of this Agreement by us or by our Representatives.

2. Except and only to the extent required by law, we and our Representatives will not disclose to any person or any entity, the fact that the Information has been made available, that discussions or negotiations are taking place or have taken place concerning a possible transaction involving us or the Portfolio or any of the terms, conditions or other facts with respect to any such possible transaction, including the status thereof.

3. All copies of the Information (including any computer files containing such information), except for that portion of the Information which consists of analyses, compilations, forecasts, studies, or other documents prepared by us or by our Representatives, will be returned to you immediately upon your request. That portion of the Information which consists of analyses, compilations, forecasts, studies or other documents prepared by us or by our Representatives (including any computer files containing such information), will be destroyed upon your request and any Information will continue to be subject to the terms of this Agreement.

4. The aforesaid obligations do not apply to information:

- i. that was in the undersigned or the undersigned Representatives’ possession before the date that we received such Information from you or your representatives;
- ii. that is or becomes public other than as a result of our fault or the fault of our Representatives, or
- iii. that is disclosed to us or our Representatives from a third party who has the right to use or disclose the Information.

5. We acknowledge that none of you, your lawyers, agents, advisors, employees or representatives or any of your or their respective affiliates makes any express or implied representation or warranty as to the accuracy or completeness of the Information, and each of you, your lawyers, agents and advisors and your and their respective affiliates expressly disclaims any and all liability that may be based on the Information, errors therein or omissions therefrom. We agree that we are not entitled to rely on the accuracy or completeness of the Information and that we shall be entitled to rely solely on the representations and warranties (if any) made to us in any final and binding purchase agreement regarding an acquisition of the Portfolio.

5A. Except with the prior written consent of the Vendor, we nor any Representative will contact or speak with any tenant, subtenant or occupant, including each of their respective employees, agents, brokers or other related parties of the Portfolio, nor any employees of the Vendor, contractors or any other party related to the Portfolio.

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6. In the event that we or anyone to whom we transmit the Information becomes legally compelled to disclose all or part of any of the Information, we will provide you with prompt notice so that you may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement, in your sole discretion. In the event that such protective order or other remedy is not obtained, or you waive compliance with the provisions of this Agreement in writing, we will furnish only that portion of the Information which we are advised is legally required and will exercise our best efforts to obtain reliable assurances that the Information will receive confidential treatment.

7. We confirm that the Information is and shall remain your Portfolio.

8. We shall indemnify and save harmless the Vendor, all and any leasehold, freehold or other owners of the Portfolio, including without limitation, any tenant or subtenant of the Portfolio 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. We acknowledge that disclosure of any aspect of the Information may cause significant damage and harm to you and your affiliates and subsidiaries and that remedies at law may be inadequate to protect you against breach of this Agreement and the Vendor shall be entitled to specific performance, preliminary and permanent injunctive or other equitable relief in the event of a breach or threatened breach of this Agreement, as well as all other applicable remedies at law or equity and we agree not to oppose any such injunction application.

9. It is acknowledged and agreed that we are requesting access to the Information solely for the purpose of evaluating a possible purchase of your interest in the Portfolio and for no other purpose.

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10. We understand that the Vendor does not intend to pay a real estate brokerage commission, finder's fee or other form of compensation or commission, direct or indirect, to any real estate agency, broker, finder, consultant, or intermediary (a "Cooperating Broker")

other than the Advisor in connection with the sale or other disposition of the Portfolio, unless a cooperating brokerage agreement is executed between the Advisor and Cooperating Broker. Accordingly, if we nonetheless chooses to employ the services of a real estate agency, broker, finder, consultant or other in reviewing, presenting, or pursuing a proposal in respect of the Portfolio, we shall bear the cost of such services. We shall identify in our proposal (if any) each real estate agency, broker, finder, consultant or other intermediary retained by us and confirm therein that Vendor will have no liability of any kind for their compensation. We shall indemnify and hold the Vendor and the Advisor harmless from and against any claims of brokers who allege that they were retained by or dealt with us, as well as against all legal fees and disbursements incurred in defending such claims.

11. References in this Agreement to «we», «our», «us» and the like shall be deemed to be references to the undersigned and/or such Representatives, affiliated companies, partnerships or other entities as may eventually be given access to the Information.

12. Any provision in this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction.

13. Any waiver in the strict observance, performance or compliance with any term, covenant, condition or agreement herein contained shall not be deemed to be a waiver of that or any subsequent default by you.

14. This Agreement shall be governed and construed in accordance with the laws of the Province of Quebec and may not be changed, waived or terminated orally and shall be binding upon the parties, the Representatives and each of their respective successors or assigns.

The parties hereto acknowledge that they have accepted that the documentation be drawn up in the English language. / Les parties déclarent qu'elles ont accepté que la documentation soit rédigée en anglais.

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[CLICK HERE TO ACCEPT THE TERMS AND CONDITIONS](#)

Kindly confirm your agreement to abide by the terms of this Agreement by signing and returning a copy to JLL Inc. by email, attention of JACOB HAYON, BRUNO BRAMI, SOPHIE NGUYEN OR SOPHIE LABRIE. EMAIL: jacob.hayon@jll.com | bruno.brami@jll.com | sophie.nguyen1@jll.com | sophie.labrie@jll.com |

Date

First Name

Last Name

Company

Complete Address

Title and Position

Telephone Number

Fax Number

Email Address

Signature



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