

CONFIDENTIALITY AGREEMENT

TO: Toronto Lands Corporation as agent for the Toronto District School Board (the "Seller") & Royal LePage Real Estate Services Ltd., Brokerage (the "Advisor")

RE: Peckham Centre Site (portion), 85 Peckham Avenue, Toronto (the "Property")

The undersigned hereby acknowledges that it will be provided access to information about the Property (the "**Review Materials**") and that the Review Materials are being made available upon and subject to the terms hereof:

For good and valuable consideration, (including but not limited to access to the Review Materials) the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby acknowledges and agrees that the Review Materials and any other information furnished to the undersigned, whether before or after the date hereof, related to the acquisition of the Property will be kept confidential and will not be used for any other purposes, nor is it to be made available, or any information contained therein disclosed, to any other persons, without the express prior written consent of the Seller or its Advisor provided, however, that any such information may be disclosed to such of the officers, directors, employees and representatives and designated investors or proposed lenders of the undersigned who need to know such information for the purpose of evaluating the acquisition of the Property (It being agreed that such persons shall be informed by the undersigned of the confidential nature of such information and shall be directed by the undersigned to treat such information confidentially and that, by receiving such information, they agree to be bound by this Agreement). The undersigned agrees to be responsible for any breach of this Agreement by the undersigned or any of its officers, directors, employees, representatives and designated investors or proposed lenders of the undersigned.

If, for any reason, the acquisition of the Property does not proceed, or upon request of the Vendor, the Review Materials will be immediately returned to the Vendor together with all copies thereof, if expressly permitted, and any summaries or notes, if any, made in connection with such Review Materials.

The Review Materials, which are subject to this Agreement, do not include information which has or may become generally available to the public, other than as a result of disclosure contrary to the terms of this Agreement. The undersigned further acknowledges that any summaries of documents contained in the Review Materials are not intended to be comprehensive statements of the terms of such documents.

The undersigned further acknowledges and agrees that no warranty or representation is made by the Seller, or Advisor, or any of their affiliates, subsidiaries, advisors or agents, as to the accuracy or completeness of any information or summaries contained in the Review Materials, that the Review Materials are subject to change and that the undersigned is solely responsible for satisfying itself with respect to the Review Materials and the contents, accuracy and status thereof without reliance of any kind upon the Seller or the Advisor. The undersigned also agrees to indemnify and hold harmless the Seller and Advisor from any claim or legal action that may arise, in any nature whatsoever, as a result of the use and/or receipt of the Review Materials by the undersigned and/or its officers, directors, employees, representatives and designated investors.

DATED at _____ this _____ day of _____, 2016

RE: Peckham Centre Site (portion of), 85 Peckham Avenue, Toronto

[COMPLETE APPROPRIATE SECTION]

CORPORATE PURCHASER:

INDIVIDUAL:

Name of Corporation

**Per:
Name & Title
I have authority to bind the corporation**

Name

Witness

Contact Information:

Address

Telephone Number

City

Facsimile Number

Postal Code

Email Address