



June 5, 2018

To: Prospective Purchasers

Dear Sir/Madam:

Re: Waxman Realty Company Inc. (“WRCI”) and 1340923 Ontario Inc. (“134” and, together with WRCI, the “Companies”)

In connection with your possible interest in exploring an acquisition of assets, undertakings and properties of the Companies (a “**Transaction**”), you have requested certain information from A. Farber & Partners Inc., in its capacity as court-appointed receiver (the “**Receiver**”) of the assets, undertakings and properties of the Companies pursuant to the Order of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) made June 5, 2018 (the “**Appointment Order**”), and from the officers, directors, shareholders, employees, representatives, solicitors, advisors and/or agents of the Receiver and/or Companies, as applicable (collectively, and together with the Receiver, the “**Information Parties**”). All such information furnished to you or your Representatives (as defined below) by or on behalf of the Information Parties (irrespective of the form of communication and whether such information is so furnished before, on or after the date hereof), and all analyses, compilations, data, studies, notes, interpretations, memoranda or other documents prepared by you or your Representatives containing or based in whole or in part on any such furnished information are collectively referred to herein as the “**Information**”. Information about identifiable individuals is referred to as “**Personal Information**”.

In consideration of furnishing you with the Information, the Information Parties request your agreement to, and you agree to and will cause your Representatives to comply with, the following:

1. The Information will be used solely for the purpose of evaluating a Transaction, and the Information will be kept strictly confidential and will not be disclosed by you or your Representatives, except that you may disclose the Information or portions thereof to those of your directors, officers, shareholders and employees and representatives of your legal, accounting and financial advisors (the persons to whom such disclosure is permissible being collectively referred to herein as the “**Representatives**”) who need to know such information for the purpose of evaluating such Transaction; provided that such Representatives are informed of the confidential and proprietary nature of the Information and agree in advance in writing to comply with the terms of this letter (this “**Agreement**”). Without in any way limiting the generality of the foregoing, you and your Representatives shall store the Information properly and securely and ensure that appropriate physical, technological and organizational measures are in place to protect the Information against unauthorized or unintended access, use or disclosure. Notwithstanding anything to the contrary contained in this Agreement, the following additional restrictions shall apply to Personal Information: (a) neither you nor your Representatives shall retain, for any longer than necessary,

any records pertaining to Personal Information; and (b) the confidentiality and non-use obligations in this Agreement pertaining to Personal Information shall survive any termination or expiration of this Agreement. You agree to be responsible for any breach of this Agreement by your Representatives (it being understood that such responsibility shall be in addition to, and not by way of limitation of, any right or remedy the Information Parties may have against such Representatives with respect to any such breach).

2. Except with the prior written consent of the Receiver, neither you nor your Representatives will disclose to any person either the fact that any investigations, discussions or negotiations are taking place concerning a Transaction, or that you have received Information from any of the Information Parties, or any of the terms, conditions or other facts with respect to any such possible Transaction or involvement, including the status thereof. The term “person” as used in this Agreement will be interpreted broadly to include the media and any corporation, company, group, partnership, limited liability company, trust or other entity or individual.
3. If you or any of your Representatives become legally compelled (including by deposition, discovery, interrogatory, request for documents, subpoena, civil investigative demand or similar process) to disclose any of the Information, you shall provide the Receiver with prompt prior written notice of such requirement so that the Receiver and/or another of the Information Parties may seek a protective order or other appropriate remedy and/or waive compliance with the terms of this Agreement. If such protective order or other remedy is not obtained, both you and your Representatives shall disclose only that portion of the Information which is legally required to be disclosed and shall take all reasonable steps to attempt to preserve the confidentiality of the Information.
4. Other than with regard to “Personal Information”, the term “Information” does not include any information which: (i) at the time of disclosure is generally available to the public (other than as a result of a disclosure directly or indirectly by you or your Representatives or by a person that you or your Representatives know, knew or ought to have known had disclosed such information in breach of a confidentiality obligation owed to the Information Parties); or (ii) was available to you on a non-confidential basis from a source other than any of the Information Parties, provided that such source is not and was not known by you or your Representatives, or ought not to have been known by you or your Representatives, to be bound by a confidentiality obligation owed to any of the Information Parties.
5. If you determine not to pursue a Transaction, you will promptly notify the Receiver of your determination. At the time of such notice, or if, at any earlier time, the Receiver so directs (whether or not you determine to pursue a Transaction), you and your Representatives will promptly return to the Receiver or destroy (at the Receiver’s election, notwithstanding the source of the Information), all the Information and all copies, extracts or other reproductions in whole or in part thereof. Notwithstanding the return or destruction of the Information, as applicable, you and your Representatives will continue to be bound by this Agreement.

6. You understand and acknowledge that none of the Information Parties is making any representation or warranty, express or implied, as to the accuracy or completeness of the Information, and none of the Information Parties will have any liability to you or any other person resulting from your use of the Information. Only those representations or warranties that are made to you in a definitive and executed written agreement regarding a Transaction (a “**Definitive Agreement**”) will have any legal effect, subject to such limitations and restrictions as may be specified in such Definitive Agreement. For greater certainty, the term “Definitive Agreement” does not include an executed letter of intent or any other preliminary written agreement nor does it include any written or oral acceptance by the Receiver of any offer or bid, if any, made by you or your Representative.
7. Unless and until a Definitive Agreement with respect to a Transaction has been fully-executed and delivered, the Receiver has no legal obligation of any kind whatsoever with respect to a Transaction by virtue of this Agreement or any other written or oral expression with respect to a Transaction except, in the case of this Agreement, for the matters specifically agreed to herein. You acknowledge that a sale process has been approved by the Court (the “**Sale Process**”), that the Receiver may seek the Court’s approval to amend the Sale Process and that amendments to the Sale Process may be sought without notice to you. The Receiver reserves the right to cease or amend the offering under the Sale Process at any time and/or to reject any or all offers received thereunder, subject to the Court’s approval. Subject to the terms of the Sale Process, the Receiver shall be free to provide Information to any person as the Receiver in its sole discretion shall determine.
8. You agree that monetary damages would not be a sufficient remedy for any breach of this Agreement by you or your Representatives and that the Information Parties shall be entitled to, and neither you nor your Representatives shall oppose the granting of, equitable relief, including, without limitation, an injunction and specific performance, in the event of any such breach, in addition to all other remedies available to the Information Parties at law or in equity or otherwise. You further agree to indemnify the Information Parties for any costs and expenses, including, without limitation, legal costs which such parties may incur in connection with the enforcement of this Agreement.
9. You agree that no failure or delay by the Information Parties in exercising any right, power or privilege hereunder will operate as a waiver thereof or an estoppel thereto, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.
10. If any provision of this Agreement is found to violate any statute, regulation, rule, order or decree of any governmental authority, court, agency or exchange, such invalidity shall not be deemed to affect any other provision hereof or the validity of the remainder of this Agreement, and such invalid provision shall be deemed deleted herefrom to the minimum extent necessary to cure such violation.

11. All contacts by you or your Representatives with the Information Parties regarding the Information, a Transaction or otherwise shall be made through representatives of the Receiver or such other person as you are notified by the Receiver, in writing, to contact.
12. Any requirement for you to provide notice or other communication shall be in writing and may be delivered personally or transmitted by fax or email, addressed as follows:
 - A. Farber & Partners Inc.
150 York Street
Toronto, ON M5H 3S5
Attention: Paul J. Denton
Fax: 416-496-3839
Email: pdenton@farberfinancial.com
13. You acknowledge that Court approval of any Transaction is required.
14. This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein without regard to the conflicts of law principles thereof. You further agree to attorn to the exclusive jurisdiction of the Court in regards to any matter that may arise in connection with this Agreement.
15. This Agreement may be executed in counterparts and transmitted by facsimile or other form of electronic transmission, each of which when so executed shall constitute an original and all of which shall together constitute one and the same Agreement.
16. If you agree with the foregoing, please sign and return a copy of this Agreement, which will constitute our agreement with respect to the subject matter hereof.

Yours very truly,

**A. Farber & Partners Inc., solely in its capacity
as Court-appointed Receiver of Waxman Realty
Company Inc. and 1340923 Ontario Inc. and
not in its personal or corporate capacity**

Per: Paul J. Denton, CA(NZ), CIRP, LIT
Managing Director

FARBER

CONFIRMED AND AGREED

Company

Name (please print)

Signature

Email address (to receive confidential information)

Date

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