



To: Jones Lang LaSalle Real Estate Services, Inc. (“JLL”)

Re: The following properties in Ontario:

107 Edward Street, St. Thomas, ON (collectively, the “Property”, “Properties” or “Portfolio”).

We acknowledge and agree that we have been invited by JLL, acting as the Vendor’s agent, to participate in a certain sale process with respect to the Property (“Sale Process”).

As a requirement to participate in said Sale Process, we have agreed to be bound by the terms of this confidentiality and sale process agreement (“Agreement”). In particular, we have requested from JLL through its representatives, including but not limited to Matthew Smith and Nick Macoritto (collectively the “Advisors”), information, including confidential and proprietary information, which has not been generally disclosed to the public, for use in evaluating a potential purchase of the Property under said Sale Process.

In exchange for good and valuable consideration provided by the Vendor and JLL, including, without limitation, the delivery of a confidential information memorandum (the “CIM”), the receipt and sufficiency of which is hereby acknowledged, we agree to keep confidential any and all confidential information supplied to us concerning the Property that is not a matter of public record and not to utilize any such confidential information for our own benefit (or for the benefit of anyone else) other than for the evaluation of the Property with respect to a potential purchase under the Sale Process.

We understand that we may transmit any such information to partners, officers, directors, employees of our company or our company’s legal or financial advisors (collectively, “representatives”) but only to the extent that they need to know such information for the purpose of evaluation of said Sale Process. We undertake to inform such representatives of the confidential nature of such information and that they will be bound by the terms of this Agreement. We agree to be responsible for any breach of this Agreement by our representatives. We agree that any legal, financial or any other third party advisors that are retained by us, to act on our behalf, will be compensated by us. Except with the prior written consent of the Vendor and/or JLL, we will not contact or speak with any representatives of employees of the Owner or any tenants (or prospective tenants) of the Property.

Upon the Vendor’s or JLL’s request, we agree to return all documentation provided herewith, including the CIM, and any notes or copies made thereof as soon as reasonably possibly but in no event later than 5 business days upon request. We also agree not to use the confidential information provided in any way detrimental to the Vendor or any parties assisting the Vendor, including JLL. We acknowledge that the CIM and the other information being delivered to us with respect to the Property are subject to the limitations on liability and disclaimers for the protection of the Vendor and JLL contained in the CIM.

With respect to the Sale Process itself, we acknowledge and agree: i) that we are responsible for any and all costs with respect to preparing our response (including in-person presentations) with respect to the Sale Process and that neither JLL nor the Vendor shall be held responsible or liable for any costs we incur ii) that the selection of the winner of the Sale Process is at the sole discretion of the Vendor iii) that the Vendor is under no obligation to accept any proposal received as a result of the Sale Process or to select/award a purchaser if it chooses not to for any reason iv) that JLL is not required to explain why a particular party was or was not successful under the Sale Process unless it has first received instructions in writing from the Vendor to do so and v) to indemnify and hold JLL and the Vendor harmless for any and all losses, costs and damages (including loss of potential profits) that may occur as a result of us not being awarded the right to purchase the Property under the Sale Process.

We agree to indemnify and save harmless the Vendor and JLL from any claims, losses, damages and liabilities whatsoever (including legal fees on a substantial indemnity basis and disbursements) arising out of a breach by us or any of our representatives of any of the terms or provisions of this Agreement.

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario. All rights, entitlements, duties, and obligations arising herein shall ensure to the benefit of and be binding upon the parties to it and their respective successors and permitted assigns. We understand and acknowledge that the Advisor is acting as agent for the Vendor. The undersigned understands and acknowledges the possibility of dual agency on the part of JLL, and hereby consents to the possibility of limited dual agency during the term of this Agreement, wherein JLL shall maintain confidentiality with respect to pricing intentions, corporate objectives and motivation.

Neither the Vendor nor JLL shall be responsible for the payment of brokerage fees to any brokers, agents or consultants in connection with this Agreement other than Matthew Smith and Nick Macoritto of JLL.

Both parties hereby irrevocably waive, to the fullest extent permitted by law, all rights to trial by jury in any action, proceeding or counterclaim (whether in contract, statute, tort (such as negligence), or otherwise) relating to this Agreement.

Dated at: _____, this _____ day of _____, 2018

Corporation: _____

Name: _____ Title: _____

Address: _____

Phone: _____ Fax: _____

Email: _____

Signature: _____ *(I have the authority to bind the Corporation)*

Please return to JLL’s National Retail Investment Group at nrig@am.jll.com or via fax at 416-304-6001

ATTENTION: Matthew Smith or Nick Macoritto