



TD Securities Inc.
66 Wellington Street West, 9th Floor, Toronto, ON

Attention: Bernard Ockrant, Director
416.982.6189
Bernard.ockrant@tdsecurities.com



Jones Lang LaSalle Real Estate Services Inc.
22 Adelaide Street West, Suite 2600, Toronto, ON

Attention: Matthew Smith
416.304.6004
MatthewT.smith@am.jll.com

KS 1750 16th Avenue LP,
KS Heritage Place Inc.

Re: Heritage Mall, 1350 16th Street East, Owen Sound, Ontario (the "Property")

To whom it may concern:

In connection with our possible interest in entering into a purchase and sale transaction (the "Transaction") with KS 1750 16th Avenue LP and KS Heritage Place Inc. (the "Vendor"), TD Securities Inc. and Jones Lang LaSalle Real Estate Services Inc. (the "Advisor") may furnish to us certain information concerning the Property that is non-public, confidential or proprietary in nature.

As used herein, the following terms have the following meanings:

"Representatives" means the agents, clients, investors, financial advisors, solicitors, attorneys, accountants and professional consultants retained in connection with the Transaction.

"Confidential Information" means information about the Property or the Transaction furnished to us by the Advisor or the Vendor, whether in oral, written or electronic form, together with all analyses, compilations, forecasts and studies prepared by us incorporating such information. The term "Confidential Information" does not include information: (i) which was publicly known, or otherwise known to us, at the time of disclosure; (ii) which subsequently becomes publicly known through no act or omission by us or our Representatives; or (iii) which otherwise becomes known to us, other than through disclosure: (a) by the Advisor or the Vendor; or (b) at any time, legally and as a matter of right by third parties.

We agree that we will hold in confidence and not disclose the Confidential Information, except: (a) as may be required by law; and (b) to our officers, directors and employees, and our Representatives who have agreed to be bound by the terms of this Agreement.

Except with the prior written consent of the Vendor and the Advisor, we will not, and we will not permit any of our Representatives to:

1. use any of the Confidential Information other than for the purpose of evaluating and completing the Transaction; or
2. disclose to any person, other than in accordance with this agreement,
 - a. any Confidential Information;
 - b. that we have received the Confidential Information; or
 - c. that we are considering entering into the Transaction with the Vendor.

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If we or any person to whom we have provided any Confidential Information in accordance with this agreement is requested pursuant to any legal process to disclose any of the Confidential Information, we will provide the Vendor and the Advisor notice to such effect and, at the request of the Vendor or the Advisor, will co-operate with the Vendor in seeking injunctive relief against the disclosure of such Confidential Information.

In the event of a breach or threatened breach of this agreement, the Vendor shall be entitled to an injunction restraining any such breach, in addition to any other rights or remedies they may have and we agree not to oppose such injunction application.

Except with the prior written consent of the Vendor and the Advisor, we will not contact or speak with any employees of the Vendor.

Upon termination of our consideration of the Transaction, or such earlier time as the Vendor or Advisor may request, we agree to return all Confidential Information to the Vendor, including copies of documents and extracts of Confidential Information produced by us or our Representatives, and we further agree that we will return to the Vendor or cause to be destroyed all other documents in our possession or in the possession of our Representatives containing Confidential Information.

The undersigned agrees that this letter supersedes all prior agreements and understandings relating to the Transaction and subject matter hereof. Unless and until a definitive agreement between us and the Vendor with respect to any Transaction has been executed and delivered, neither we nor the Vendor will be under any legal obligation of any kind whatsoever with respect to such a Transaction. We acknowledge that any Representatives engaged by us shall be compensated by us and not by the Vendor or Advisor.

We understand and acknowledge that neither the Advisor, the Vendor nor any of their affiliates, subsidiaries, advisors or agents (including, without limitation, their respective Representatives) makes any representations or warranties, express or implied, as to the accuracy or completeness of the Confidential Information, it being understood and agreed that only those particular representations and warranties made in connection with a definitive agreement when, as and if one is executed, shall have any legal effect. We further understand and acknowledge that the Confidential Information should not necessarily be relied upon by the undersigned without independent investigation and verification.

This agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

We understand and acknowledge that the Advisor is acting as an agent for the Vendor.

DATED at _____, this _____ day of _____, 2018

[COMPLETE APPROPRIATE SECTIONS ON FOLLOWING PAGE]

[COMPLETE APPROPRIATE SECTIONS]

CORPORATE PURCHASER:

INDIVIDUAL:

Name of Corporation

Name

Per

Witness

Name

Title
I have authority to bind the corporation

CONTACT INFORMATION:

Street Address

City, Province

Postal Code

Phone Number

Fax Number

Email Address

In addition to the above party, the following Related Parties are to be granted access to the online data room and agree to be bound by the terms and conditions set out in this Agreement.

Name

Email Address

Name

Email Address

Name

Email Address

Name

Email Address