CONFIDENTIALITY AGREEMENT

FOODLAND ONTARIO PORTFOLIO

Mr. Sean Comiskey
Mr. Brad Walford
Mr. Brett Taggart

CBRE Limited
2005 Sheppard Avenue East
Suite 800
Toronto, ON, M2J 5B4

RE: FOODLAND ONTARIO PORTFOLIO

We, the undersigned, have requested from ECONO-MALLS HOLDINGS #19 INC. (the "Vendor") and CBRE Limited (the "Advisor"), information with respect to 171 Ambridge Drive, Iroquois Falls, 7 Front Street, MacTier, 327 Main Street, Mattawa, 31-35 King Street East, Omemee (the "Properties").

We acknowledge that all Confidential Information (as defined below) furnished under this agreement shall continue to belong to the Vendor. "Confidential Information" means (i) all information and documents, in any medium, in any way related to the Vendor or the Property, its operation or sale, furnished to, or otherwise made available for review to us or our Representatives (as defined below) and (ii) all analyses, compilations, data, studies, reports or other information or documents prepared or obtained by us or our Representatives containing or based in whole or in part on the information or documents described in the preceding clause.

In exchange for good and valuable consideration provided by the Vendor and the Advisor, including, without limitation, the delivery of the Confidential Information, 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 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, on our own behalf and not as an agent or representative of any undisclosed party, with respect to a potential purchase of the Property.

The Confidential Information shall be furnished to us by the Vendor and/or Advisor on our express agreement, evidenced by our signature hereto, that all the Confidential Information is confidential and that we, the undersigned, shall be responsible to ensure that the confidentiality of all this Confidential Information is at all times maintained.

We acknowledge that the Confidential Information has not been generally disclosed to the public and may be used by us solely for the purposes of considering our proposed purchase of the Property from the Vendor. Such Confidential Information may not be disclosed by us to any person or entity other than our Representatives subject to the terms of this agreement (this "Agreement") for the purpose of evaluating our potential purchase of the Property.

We further acknowledge that the Confidential Information we receive from the Vendor and/or Advisor may not be given in whole or in part, in any manner whatsoever, to any third party without the express prior consent of the Vendor.

We understand that we may transmit any such Confidential Information to our officers, directors, employees or legal or financial advisors (collectively, "Representatives") but only to the extent that they need to know such Confidential Information for the purpose of evaluating our potential purchase of the Property. Prior to receiving any Confidential Information, any such Representatives shall be informed of the confidential nature of such Confidential Information and the terms of this Agreement and directed by us to abide by the terms of this Agreement. We agree to be responsible for any breach of this Agreement by our Representatives. We represent that we are acting as principals without a broker. We agree that any legal, financial or any other party advisors (including, without limitation, a broker, finder, or agent) that are retained by us, to act on our behalf, shall be compensated exclusively by us at our sole cost and expense. We request that each person listed below our signature (each a "Listed Person") be granted access to the online due diligence room and confirm that each Listed Person is a Representative of ours for all purposes of this Agreement and that we have complied with our obligations set out in this Agreement with respect to the transmission to and receipt by each Listed Person of Confidential Information and that, without limiting any of our other obligations or liabilities under this Agreement, we shall be responsible for any breach of this Agreement by any Listed Person. The terms of this provision shall survive the expiration or earlier termination of this Agreement.

We will ensure that our directors, officers, employees, and other Representatives do not disclose to any person or entity the fact that the discussions or negotiations may be, or are, taking place concerning our potential purchase of the Property, or any of the terms, conditions or other facts pertaining to the proposed transaction, including, without limitation, the status thereof.

Upon the Vendor's request, we agree to immediately return, without retaining copies, all Confidential Information provided to us herewith (whether furnished before or after the date of this Agreement), including, without limitation, and any notes or copies made thereof. We also agree not to use the Confidential Information in any manner that is detrimental to the Vendor or the Advisor. The terms of this provision shall survive the expiration or earlier termination of this Agreement.

We expressly understand and acknowledge that neither the Vendor nor the Advisor, nor any of their respective officers, directors, employees, shareholders, agents, representatives or advisors (collectively, the "Owner Representatives") make any express or implied representation or warranty of any nature or kind whatsoever as to the condition, physical characteristics, financial condition, or prospects of the Property; or, as to the accuracy, currency or completeness of the Confidential Information, and, none of the Vendor, the Advisor, or any of the Owner Representatives shall have any liability or responsibility, directly or indirectly, to us with respect to any such matter, or with respect to the Confidential Information and the contents thereof. We acknowledge that the Vendor, Advisor, and the Owner Representatives have no responsibility to update the Confidential Information. We agree to release and hold harmless the Vendor, Advisor, and the Owner Representatives from and against any and all liability with respect to the Confidential Information, and any and all actions, suits, claims, demands, losses, costs and expenses (including, without limitation, attorneys' fees and disbursements) arising out of or in any way related to the use or further distribution of the information supplied in accordance with the terms of this Agreement.

We represent that we will conduct our own independent investigations for all those matters which we deem appropriate to evaluate any proposed transaction involving the Property. The terms of this provision shall survive the expiration or earlier termination of this Agreement.

We agree to indemnify and save harmless the Vendor and the Advisor and the Owner Representatives from any claims, losses, damages, and liabilities whatsoever (including, without limitation legal fees and disbursements) arising out of or in any way related to: (i) a breach by us or any of our Representatives of any of the terms or provisions of this Agreement; and (ii) any broker, finder or agent alleging to have dealt with or through us in connection with the Property. The terms of this provision shall survive the expiration or earlier termination of this Agreement.

We acknowledge and agree that each of the Vendor and the Owner Representatives is and is intended to be a beneficiary of this Agreement (including as a direct and/or third-party beneficiary). This Agreement does not create or confer any rights upon any third person or party other than the Vendor and the Owner Representatives, whether as a third-party beneficiary or otherwise. The terms of this provision shall survive the expiration or earlier termination of this Agreement.

This Agreement shall expire upon the date which is two (2) years after the date hereof. This Agreement shall be construed and enforced in accordance with the laws of the province in which the Property are located.

This Agreement represents the entire Agreement between the parties relating to the treatment of the Confidential Information heretofore or hereafter reviewed or inspected by us. No modification of this Agreement or waiver of the terms and conditions hereof will be binding unless approved in writing by the Vendor, the Advisor and us.

We acknowledge that money damages would not be a sufficient remedy for any violation of the terms of this Agreement and, accordingly, Vendor and/or Advisor will be entitled to specific performance and injunctive relief as remedies for any violation without the need to prove damages. The rights, powers and remedies provided for in this Agreement shall be in addition to and do not preclude the exercise of any other right, power or remedy available under law or in equity. No forbearance, failure, or delay in exercising any such right, power or remedy shall operate as a waiver thereof or preclude its further exercise. The terms of this provision shall survive the expiration or earlier termination of this Agreement.

The submission of the Confidential Information and/or any draft purchase agreement for examination is not intended to, nor will it, constitute an offer to sell the Property, or a reservation of, or option or proposal of any kind for the sale or purchase of the Property. In no event will the submission of the Confidential Information or draft purchase agreement create any obligation or liability upon Vendor or Advisor whatsoever. Vendor expressly reserves the right in its sole and absolute discretion to reject any and all proposals or expressions of interest in the Property and to terminate discussions with any party at any time with or without notice. The terms of this provision shall survive the expiration or earlier termination of this Agreement.

THE SECTION BELOW MUST BE COMPLETED AND SUBMITTED TO SARA.ABDULRAHMAN@CBRE.COM IN ORDER TO RECEIVE THE DUE DILIGENCE PACKAGE

(I possess the authority to legally bind the Corporation)

*BUYER'S NAME:		REPRESENTATIVE:	
*COMPANY:		COMPANY:	
*PRIMARY EMAIL:		PRIMARY EMAIL:	
*PRIMARY PHONE #:		PRIMARY PHONE #:	
ADDITIONAL EMAIL:		DATE:	
ADDITIONAL PHONE #:		REPRESENTATIVE'S SIGNATURE:	
*DATE:		☐ Check this box to consent to receiving future offerings from the Advisor team.	
*BUYER'S SIGNATURE:			

SUBMIT CA

The button above can be clicked to submit the CA electronically using the Adobe Reader application, once the required fields have been filled.

OR

Please print, complete, sign and scan an email copy to SARA.ABDULRAHMAN@CBRE.COM

*REQUIRED FIELDS. **Broker, *Sales Representative

This disclaimer shall apply to CBRE Limited, Brokerage, and to all other divisions of the Corporation ("CBRE"). The information set out herein (the "Information") has not been verified by CBRE, and CBRE does not represent, warrant or guarantee the accuracy, correctness and completeness of the Information. CBRE does not accept or assume any responsibility or liability, direct or consequential, for the Information or the recipient's reliance upon the Information. The recipient of the Information should take such steps as the recipient may deem necessary to verify the Information prior to placing any reliance upon the Information. The Information may change and any property described in the Information may be withdrawn from the market at any time without notice or obligation to the recipient from CBRE.