

NON-DISCLOSURE AGREEMENT

THIS CONFIDENTIALITY AGREEMENT ("Agreement") is made and agreed to by GR (CAN) INVESTMENT CO. LTD. ("Owner"), COLLIERS MACAULAY NICOLLS INC., BROKERAGE ("Broker"), listing broker for the Property, and _____ ("Purchaser") regarding the property as described in Schedule A (the "Property") attached herein.

All information provided to us or to our affiliates or any of our or our affiliate's directors, officers, employees, agents or advisors (collectively our "**Representatives**") in connection with the Transaction, whether oral, in writing or in any electronic form, as well as all notes, extracts, analyses, compilations, data, reports or other documents or records prepared by us is referred to in this non-disclosure agreement (the "**Agreement**") as the "**Confidential Information**".

In consideration of the disclosure of the Confidential Information to be made by the Disclosing Party or any of its affiliates to us or our Representatives, and other good and valuable consideration, the parties hereby agree as follows:

1. Nondisclosure of Confidential Information. We agree that all Confidential Information shall be kept strictly confidential, shall not be used by us, directly or indirectly, for any purpose other than for purposes of evaluating or dealing with the Transaction. Furthermore, we shall not disclose to any person that the Confidential Information exists, that discussions are taking or have taken place with respect to a possible Transaction.

We may transmit the Confidential Information to our Representatives but only to the extent that they need to know the Confidential Information for the purposes of evaluating or dealing with the Transaction and if our Representatives agree to be bound to the terms set out in this Agreement in the same way that we are. We agree to be responsible for any breach of the provisions of this Agreement by us or our Representatives and agree to indemnify the Disclosing Party and any of its affiliates for any such breach by us or our Representatives.

2. Compelled Disclosure. In the event that we or our Representatives become compelled by law or by any legal proceeding to disclose any of the Confidential Information, we will provide the Disclosing Party with prompt notice thereof. We further agree to fully cooperate with and assist the Disclosing Party and/or any of its affiliates, as the Disclosing Party and/or any of its affiliates may deem necessary, to respond to any such request or demand for disclosure.
3. Termination of discussion; Return of Confidential Information. If we determine that we do not wish to proceed with the Transaction, or at any time upon the request of the Disclosing Party for any reason, we will promptly deliver or at the Disclosing Party's option, destroy all the Confidential Information (and all copies, extract or other reproductions thereof) whether in paper, electronic, or other form or media. Notwithstanding the above, we and our Representatives will continue to be bound by obligations of confidentiality and other obligations hereunder.
4. Remedies. We acknowledge that the Confidential Information is material to the interests and business affairs of the Disclosing Party, its affiliates and its clients, and any breach of this Agreement may result in significant irreparable harm to the Disclosing Party, its affiliates and/or its clients. We understand and agree that monetary damages may not be a sufficient remedy for any breach of this Agreement by us or our Representatives and that the Disclosing Party and its affiliates shall be entitled to equitable relief, including injunction and specific performance, without proof of damages, as a remedy for any breach, threatened breach or anticipatory breach. Such remedies shall not be deemed to be the exclusive remedies for any such breach but shall be in addition to all other remedies available at law or equity to the Disclosing Party. If a court of competent jurisdiction determines that we or our Representatives have breached this Agreement, we shall be liable and pay

to the Disclosing Party and/or any of its affiliates and their respective shareholders, directors, officers, managers, employees and other representatives, as applicable, the reasonable legal and/or consultant fees and disbursements incurred by the Disclosing Party in connection with any litigation arising hereof, including any appeals.

5. Contact. All communications regarding the Property or the Transaction or any transaction, the Confidential Information, requests for additional information, requests for facility tours or management meetings, and discussions or questions regarding procedures will be directed exclusively to Colliers.
6. Completeness and Accuracy of Confidential Information. Neither the Disclosing Party nor any of its affiliates have made or will make any representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information. We agree that none of the Disclosing Party, its affiliates, or any of their respective directors, officers, employees or agents will have any liability to us or to our Representatives relating to or resulting from the use of the Confidential Information.
7. Effect of Agreement. No agreement providing for any Transaction currently exists and none will be deemed to exist between the parties unless and until a definitive written agreement with respect to a Transaction is negotiated, executed, and delivered.
8. Governing Law and Jurisdiction. This Agreement shall be governed and construed in accordance with the laws of the Province of Ontario.
9. Counterparts/Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement and will be effective when counterparts have been signed by each of the parties and delivered to the other parties. A manual signature whose image shall have been transmitted electronically will constitute an original signature for all purposes.
10. Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect.
11. Entire Agreement. This Agreement supersedes all prior agreements, whether written or oral, between the parties with respect to its subject matter and constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter.

Yours very truly,

GR (CAN) INVESTMENT CO. LTD.

Signed: _____
Name: _____
Title: _____
Address: _____
Date: _____
Email: _____
Phone Number: _____

Signed: _____
Name: _____
Title: _____
Address: _____
Date: _____
Email: _____
Phone Number: _____

I/We have authority to bind the Corporation.

Schedule A – Description of the Property

PIN	Site Area (SF)	Site Area (acres)	Owner	Legal Description
644430365	2,707,455	62.2	GR (CAN) INVESTMENT CO. LTD.	PCL 196-1 SEC 59- STAMFORD; PT TWP LT 196 STAMFORD; PT TWP LT 197 STAMFORD; PT RDAL BTN TWP LT 197 & 213 STAMFORD; PT RDAL BTN TWP LT 196 & 197 STAMFORD (AS CLOSED BY BYLAW ST21744); PT RDAL BTN TWP LT 196 & 213 STAMFORD; PT RDAL BTN TWP LT 196 & 214 STAMFORD; PT RDAL BTN TWP LT 196 & 215 STAMFORD (AS CLOSED BY BYLAW ST4856); PT 1 59R2775 EXCEPT PT 1 & 2 59R7873 & PTS 1, 2, 3 & 4 59R7136; NIAGARA FALLS
644430413	3,587,016	82.3	GR (CAN) INVESTMENT CO. LTD.	PT TWP LOTS 212, 213, 214 & 215 & PT RDAL BTN LOTS 212 & 213 (AS CLOSED BY BYLAW ST21635 & 21744) PT RDAL BTN LOTS 213 & 214 STAMFORD (AS CLOSED BY BYLAW ST2498) BEING PARTS 1, 2 & 7 ON 59R12956; T/W RIGHT OF WAY IN RO465734; S/T EASE IN FAVOUR OF PT LT 212 & PT RDAL BTN LOTS 212 & 213 STAMFORD BEING PT 5, 59R12956 OVER PT 7, 59R12956 AS IN SN104313; T/W EASE OVER PTS 3, 4 & 8, 59R12956 AS IN SN104325; NIAGARA FALLS
644430414	1,464,999	33.6	GR (CAN) INVESTMENT CO. LTD.	PT TWP LOT 212 & PT RDAL BTN LOTS 212 & 213 STAMFORD (AS CLOSED BY ST21635 & 21744) BEING PARTS 3, 4, 6 & 8, 59R12956; T/W RIGHT OF WAY IN RO465734; S/T EASE IN FAVOUR OF PT LOTS 212, 213, 214, 215 PT RDAL BTN LOTS 212 & 213 & PT RDAL BTN LOTS 214 & 215 STAMFORD BEING PTS 1, 2 & 7 59R12956 OVER PTS 3, 4 & 8 59R12956 AS IN SN104325; NIAGARA FALLS
644430415	457,735	10.5	GR (CAN) INVESTMENT CO. LTD.	PT TWP LOTS, 212, 213, 214, 215, 216 STAMFORD; PT RDAL BTN TWP LT 212 & 213, STAMFORD; PT RDAL BTN TWP LT 214 & 215 STAMFORD BEING PART 1 ON 59R13022; NIAGARA FALLS
644430436	942,057	21.6	GR (CAN) INVESTMENT CO. LTD.	PART TOWNSHIP LOTS 212, AND 213 STAMFORD; PART ROAD ALLOWANCE BETWEEN TOWNSHIP LOTS 212 AND 213 STAMFORD (AS CLOSED BY BYLAW ST21744, ST21822 AND ST21635), PART OF LOTS 214 AND 215 STAMFORD; PART OF THE ROAD ALLOWANCE BETWEEN TOWNSHIP LOTS 214 AND 215 STAMFORD (AS CLOSED BY BYLAW ST2498), DESIGNATED AS PARTS 1 AND 4, PLAN 59R-15138; SUBJECT TO EASEMENT OVER PART OF LOTS 214 AND 215 STAMFORD AND PART OF THE ROAD ALLOWANCE BETWEEN TOWNSHIP LOTS 214 AND 215 STAMFORD, DESIGNATED AS PART 4, PLAN 59R15138 IN FAVOUR OF PART OF LOTS 189, 195, 196, 212, 213, 214, 215, 216, TOWNSHIP OF STAMFORD; PART OF THE ROAD ALLOWANCE BETWEEN LOTS 195 AND 196, 212, 213, 214, 215, 216 AND 217, DESIGNATED AS PARTS 2, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, PLAN 59R15138, NIAGARA FALLS; PART OF LOT 1, PLAN 737, DESIGNATED AS PARTS 16, 17, 18, 19, 20, 21, PLAN 59R15138, NIAGARA FALLS; AND PART BLOCK B, PLAN 2483, DESIGNATED AS PARTS 22 AND 23, PLAN 59R-15138 AS IN SN413153 CITY OF NIAGARA FALLS
644430438	1,728,833	39.7	GR (CAN) INVESTMENT CO. LTD.	PART TOWNSHIP LOTS 212, 213, 214 AND 215 STAMFORD; PART ROAD ALLOWANCE BETWEEN TOWNSHIP LOTS 212 AND 213 STAMFORD (AS CLOSED BY BYLAW ST21744, ST21822 AND ST21635); PART ROAD ALLOWANCE BETWEEN TOWNSHIP LOTS 214 AND 215 STAMFORD (AS CLOSED BY BYLAW ST2498), DESIGNATED AS PART 3, PLAN 59R-15138 CITY OF NIAGARA FALLS
644440073	64,648	1.5	GR (CAN) INVESTMENT CO. LTD.	PCL 4-1 SEC M67; LT 4 PL M67 NIAGARA FALLS ; NIAGARA FALLS
644440074	180,844	4.2	GR (CAN) INVESTMENT CO. LTD.	PCL 5-1 SEC M67; LT 5 PL M67 NIAGARA FALLS ; NIAGARA FALLS
644440097	194,019	4.5	GR (CAN) INVESTMENT CO. LTD.	PCL 26-1 SEC M67; LT 26 PL M67 NIAGARA FALLS ; NIAGARA FALLS
644440098	320,678	7.4	GR (CAN) INVESTMENT CO. LTD.	PCL 27-1 SEC M67; LT 27 PL M67 NIAGARA FALLS ; NIAGARA FALLS
644440099	414,281	9.5	GR (CAN) INVESTMENT CO. LTD.	PCL 28-1 SEC M67; LT 28 PL M67 NIAGARA FALLS ; NIAGARA FALLS
644440100	45,983	1.1	GR (CAN) INVESTMENT CO. LTD.	PCL 29-1 SEC M67; LT 29 PL M67 NIAGARA FALLS ; NIAGARA FALLS
644440101	45,693	1.0	GR (CAN) INVESTMENT CO. LTD.	MURIE ST PL M67 NIAGARA FALLS, EXCEPT PT 1 59R12504; NIAGARA FALLS
644440102	50,267	1.2	GR (CAN) INVESTMENT CO. LTD.	PCL 31-1 SEC M67; LT 31 PL M67 NIAGARA FALLS ; NIAGARA FALLS
644440103	115,314	2.6	GR (CAN) INVESTMENT CO. LTD.	PCL 32-1 SEC M67; LT 32 PL M67 NIAGARA FALLS ; NIAGARA FALLS
644440104	115,303	2.6	GR (CAN) INVESTMENT CO. LTD.	PCL 33-1 SEC M67; LT 33 PL M67 NIAGARA FALLS ; NIAGARA FALLS
644440105	693,088	15.9	GR (CAN) INVESTMENT CO. LTD.	PCL 34-1 SEC M67; FIRSTLY: PT ANDERSON CR PL M67 NIAGARA FALLS PT 5, 59R3654; SECONDLY: LT 34 PL M67 NIAGARA FALLS; LT 35 PL M67 NIAGARA FALLS; LT 36 PL M67 NIAGARA FALLS; BLK D PL M67 NIAGARA FALLS S/T LT24005; NIAGARA FALLS
644440106	176,044	4.0	GR (CAN) INVESTMENT CO. LTD.	PCL 37-1 SEC M67; LT 37 PL M67 NIAGARA FALLS ; NIAGARA FALLS
644440107	129,447	3.0	GR (CAN) INVESTMENT CO. LTD.	PCL 38-1 SEC M67; LT 38 PL M67 NIAGARA FALLS ; NIAGARA FALLS
644440108	53,464	1.2	GR (CAN) INVESTMENT CO. LTD.	PCL 39-1 SEC M67; LT 39 PL M67 NIAGARA FALLS ; NIAGARA FALLS
644440109	54,498	1.3	GR (CAN) INVESTMENT CO. LTD.	LT 76 PL 8 STAMFORD; LT 77 PL 8 STAMFORD; PT LT 75 PL 8 STAMFORD; PT TWP LT 212 STAMFORD; PT TWP LT 213 STAMFORD; PT TWP LT 214 STAMFORD; PT RDAL BTN TWP LT 212 & 213 STAMFORD; PT RDAL BTN TWP LT 214 & 215 STAMFORD (AS CLOSED BY BYLAW ST21822) AS IN RO678536 ; NIAGARA FALLS
644440110	55,456	1.3	GR (CAN) INVESTMENT CO. LTD.	PCL 41-1 SEC M67; LT 41 PL M67 NIAGARA FALLS ; NIAGARA FALLS
644440112	439,544	10.1	GR (CAN) INVESTMENT CO. LTD.	PCL C-1 SEC M67; BLK C PL M67 NIAGARA FALLS; S/T EASEMENT OVER PT 7 59R12504 IN FAVOUR OF THE CORPORATION OF THE CITY OF NIAGARA FALLS AS IN SN48404; NIAGARA FALLS
644440113	86	0.0	GR (CAN) INVESTMENT CO. LTD.	PCL E-1 SEC M67; BLK E (1 FT RESERVE) PL M67 NIAGARA FALLS BEING PT 8 ON 59R12504; NIAGARA FALLS
644440114	70,138	1.6	GR (CAN) INVESTMENT CO. LTD.	PCL STREETS-1 SEC M67; PART ANDERSON CR PL M67 NIAGARA FALLS BEING PT 6 ON 59R12504; NIAGARA FALLS
644440119	5,566,529	127.8	GR (CAN) INVESTMENT CO. LTD.	LT 76 PL 8 STAMFORD; LT 77 PL 8 STAMFORD; PT LT 75 PL 8 STAMFORD; PT TWP LT 212 STAMFORD; PT TWP LT 213 STAMFORD; PT TWP LT 214 STAMFORD; PT RDAL BTN TWP LT 212 & 213 STAMFORD; PT RDAL BTN TWP LT 214 & 215 STAMFORD (AS CLOSED BY BYLAW ST21822) AS IN RO678536 ; NIAGARA FALLS
644440132	1,152,254	26.5	GR (CAN) INVESTMENT CO. LTD.	PT BLK D PL 8 STAMFORD; PT TWP LT 215 STAMFORD; PT TWP LT 216 STAMFORD AS IN RO343598 & RO436933 ; NIAGARA FALLS
644440230	90,040	2.1	GR (CAN) INVESTMENT CO. LTD.	PT MURIE ST PL M67 NIAGARA FALLS, PT 1 59R12504; NIAGARA FALLS
644440232	148,908	3.4	GR (CAN) INVESTMENT CO. LTD.	PT BLK A PL M67 NIAGARA FALLS, PT 4 59R12504; NIAGARA FALLS