



Confidentiality Agreement and Acknowledgement

RE: 41 Concord Street North

We, the undersigned, have requested from 8443971 Canada Corporation (the "Vendor"), and Colliers Macaulay Nicolls Inc. ("Colliers") (the "Advisor"), information with respect to 41 Concord Street North (the "Property"). We acknowledge that all information with respect to the Property is confidential information belonging to the Vendor (the "Confidential Information").

In exchange for good and valuable consideration provided by the Vendor and the Advisor, including, without limitation, the delivery of a financial income statement, 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 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 of the Confidential Information in respect of the Property is confidential and that we, the undersigned, shall be responsible to ensure that the confidentiality of all of 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 Receiver. Such Confidential Information may not be disclosed by us to any person or entity other than our directors, officers, employees, consultants or other representatives who might be advised of the Confidential Information 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 such evaluation. We undertake to inform such Representatives of the confidential nature of such information and to ensure that they will be bound by the terms of this Agreement. We agree that any legal, financial or any other party advisors that are retained by us, to act on our behalf, shall be compensated exclusively by us.

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 the status thereof.

Upon the Vendor's request, we agree to immediately return all Confidential Information provided to us herewith, including the CIM, 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.



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 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 neither the Vendor or the Advisor, or any of their respective officers, directors, employees, shareholders, agents, representatives or advisors 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 agree to indemnify and save harmless the Vendor and the Advisor 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 Confidentiality Agreement and Acknowledgement.

Dated at _____, this _____ day of _____, 2021.

Corporation: _____

Per: _____

Name: _____

Title: _____

I/We have the authority to bind the Corporation.