

SCHEDULE "B"

THIS CONVEYANCE is made by the Grantor to the Grantee and accepted by the Grantee subject to the covenants hereinafter set out.

WITH the intention that this covenant is a binding, restrictive, negative covenant running with the land described in Schedule "A" annexed hereto for the benefit of all or any of the lands and premises described in the Schedule annexed hereto and marked Schedule "C", the Grantee hereby covenants, promises and agrees to and with the Grantor that the lands and premises described in Schedule "A" annexed hereto shall not be used for the purpose, in whole or in part and whether directly or indirectly for a period of twenty (20) years from the date of this deed for:

(a) The carrying on of:

- (i) the business of a food store, grocery store, food supermarket, convenience store or the sale of food for human consumption, in any way;
- (ii) the operation of (i) a drug store or retail community pharmacy business (including without limitation the professional practice of community pharmacy dispensing), (ii) a mail, telephone or internet order and deliver service business which delivers prescription drugs to consumers, or (iii) a home health care business (including the sale or servicing of mastectomy, colostomy, womb care, diabetic, compression, brace therapy and daily living products);
- (iii) the operation of a doctor's office, professional medical clinic or any clinic providing medical services for patients by licensed professionals or by naturopaths or homeopaths;

(collectively, the "Prescribed Activity").

(b) Any of the purposes of:

- (i) storage or parking associated with or for the benefit of; or
- (ii) access, entrance, exit, right-of-way or easement directly or indirectly to or from;

any other lands and premises used for any Proscribed Activity, without, in any such event, the prior written consent of the Vendor, which consent may, in the absolute discretion of the Vendor, be arbitrarily refused;

(c) Notwithstanding the foregoing, it is agreed that:

- (i) the operation of a restaurant, (either of a sit-down or a fast-food take-out variety), tavern and/or bar serving food for immediate consumption, either on or off the Property, shall not constitute a Proscribed Activity, and/or
- (ii) the operation of the drugstore by Jarpharm (2000) Limited, pursuant to the terms of its present tenancy expiring April 30, 2013, with two options to renew of five (5) years each from 6,064 square feet of space (together with a right of first refusal on adjacent space of approximately 3,162 square feet) shall not constitute a Proscribed Activity.

THE GRANTEE agrees that at the expense of the Grantor it will take all necessary action to enforce such covenant and to prevent its breach and in default the Grantor may take such action in the name of the Grantee.

THE GRANTOR may waive any breach of any term or covenant contained herein or any default in the observance or performance of any covenant or agreement to be observed or performed by the Grantee, or any assignee or successors in title of the Grantee under the terms of this deed; provided always that no waiver by the Grantor of such breach, default, observance or performance and no failure or omission by the Grantor to waive any such breach, default, observance or performance shall extend to or be taken in any manner whatsoever to affect a subsequent breach or default or any of the rights of the Grantor arising therefrom and the right of the Grantor to insist upon such observance or performance.