

Confidentiality Agreement – Broker

THIS CONFIDENTIALITY AGREEMENT ("Agreement") is made and agreed to by Lennard Commercial Realty ("Broker"), listing broker for the Property, and

Name of Buyer: _____ ("Buyer")

Authorized Signature: _____

Date: _____

Email Address: _____

regarding the property known as **21 Kern Road, Toronto, ON** ("Property").

BUYER HAS REQUESTED information from Broker for the purpose of evaluating a possible acquisition of the Property. The owner of the Property has instructed the Broker to deliver information concerning the Property, which is confidential, only to those potential purchasers who sign this Agreement.

THE PARTIES AGREE, in consideration of the covenants and agreements contained herein, as follows:

1. The Buyer will not disclose, permit the disclosure of, release, disseminate, or transfer any information obtained hereunder ("Information") to any other person or entity.
2. If The Buyer is a corporation, partnership, limited liability company, or other non-natural legal entity, the person(s) signing this Agreement on its behalf will take all appropriate precautions to limit the dissemination of the Information only to those persons within the entity who have need to know of the Information and who are specifically aware of the Agreement and agree to honor it.
3. This Agreement applies to all Information received from the Broker, now or in the future, which is not readily available to the general public. The Buyer understands that all Information shall be deemed confidential, valuable, and proprietary such that its unauthorized disclosure, even without intent to harm, could cause substantial and irreparable harm to Seller and Broker.
4. All Information shall be used for the sole purpose of evaluating the potential acquisition of the Property, and it shall not at any time or in any manner be used for any other purpose.
5. The Buyer shall not contact directly any persons concerning the Property other than the Broker without Broker's or Seller's written permission. Such persons include, without limitation, Sellers's employees, suppliers, and tenants.
6. The Buyer acknowledges that it is a principal and not an agent on behalf of any other party in conjunction with the purchase of the Property (except Advisors working on behalf of their fund clients).
7. Neither the Brokers nor Seller make any representations or warranty, express or implied, as to the accuracy or completeness of any Information provided by them. The Buyer assumes full and complete responsibility for confirmation and verification of all Information received and expressly waives all rights of recourse against Seller and Brokers with respect to the same.
8. The persons signing on behalf of the Buyer represent that they have the authority to bind the party for whom they sign.
9. This Agreement shall be governed and construed in accordance with the laws of the Province of Ontario.

Please email Confidentiality Agreement to **Ken Karulas** at kkarulas@lennard.com, **Will Angus** at will.angus@lennard.com and **Karen Karulas** at karen.karulas@lennard.com

Authorized Signatory: _____

Brokers Name: _____

Date: _____

Company: _____

Telephone: _____

Email Address: _____