

# Lennard:

200-55 University Avenue, Toronto, Ontario M5J 2H7  
T. 416.649.5920 • lennard.com

## Confidentiality Agreement

Lennard Commercial Realty, Brokerage ("Lennard") has been retained as the exclusive Brokerage by 2576426 Ontario Inc. ("the Vendor") to advise and assist in the disposition of the property located at 5756 Ferry Street, Niagara Falls, ON ("the Property"). Lennard has available for study certain information concerning the Property for my/our consideration with a view to the possible acquisition of the Property by me/us, subject to the following:

1. I/We understand that Lennard acts as the Listing Brokerage for the Vendor and owes to the Vendor a fiduciary duty and will be compensated by the Vendor. I/we acknowledge and consent to the possibility that Lennard, while representing the best interest of the Vendor, may introduce the Property to and provide services to one or more prospective purchasers in accordance with this offering process and we acknowledge therefore the possibility of multiple representation prior to the presentation of an agreement of purchase and sale.
2. All information and material, written or oral, provided by the Vendor, Lennard, or in any way obtained by a prospective purchaser, including without limitation the descriptions, information, reports and photographs in the Confidential Information Memorandum, marketing materials, in the Pre-Offer Documentation, or otherwise, is only for the information of prospective purchasers, to assist them in deciding whether they wish to acquire the Property. This material and information provided do not purport to be all-inclusive or to contain everything that a prospective purchaser might wish or require. Prospective purchasers are responsible for satisfying themselves, through whatever verification or due diligence process they determine is necessary, as to the accuracy and completeness of any information and as to the potential of the Property. Neither the Vendor nor Lennard makes any representation or warranty, whether express or implied, as to the accuracy or completeness of any such material, information, reports or statements. The Vendor and Lennard expressly disclaim any and all liability for any errors or omissions in all information, material, reports or any other written or oral communication obtained by, given to or made available to any prospective purchaser. The rights and obligations of the Vendor and purchaser shall be determined solely by the formal agreement of purchase and sale.
3. All evaluation material provided to me/us by Lennard, its advisors, or the Vendor will be used by me/us solely for the purpose of evaluating the possible acquisition of the Property. I/We agree to keep all information on a strictly confidential basis and not to disclose such information to any person or entity with the exception of employees or consultants who are acting on my/our behalf. I/We will not, without Lennard's prior written consent, make any copies whatsoever of any of the information or documents furnished to me/us. In the event that I/we determine that I/we do not have any interest in the Property, I/we will promptly either destroy all copies and/or electronic transmission of the information or return same to Lennard.
4. We acknowledge that any information provided by the Vendor or Lennard is not legal, tax or environmental advice, and that it has been recommended that that all parties obtain independent professional advice.

The undersigned (the undersigned as defined herein) hereby agrees to all the terms, conditions and agreements contained herein.

## Prospective Purchaser:

Name:

Company:

Phone:

E-mail:

Date:

Signature:

Click the Submit CA button above  
to send this signed PDF via email.

OR

Print and fill out the form, then  
sign, scan, and email to  
josh@lennard.com.

