

CONFIDENTIALITY AGREEMENT

LENNARD COMMERCIAL REALTY, BROKERAGE (the "Advisor") is prepared to disclose to the undersigned certain verbal and written information, knowledge, concepts and ideas (the "Data") relating to the possible sale of the Properties located 2359 Danforth Avenue (hereinafter individually referred to as the "Property" and collectively the "Properties") that Mel Eisen in Trust under Power of Sale (the "Vendor") has discussed selling on an off-market bases through the Advisor.

In consideration of the undersigned receiving the Data, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby acknowledges and agrees to the following:

1. The Data (and any information, concepts or ideas received to date) will be solely for the undersigned's limited use, in relation to the consideration of a purchase of the Property or Properties and/or assessing possible financing solutions and for no other reason including but not limited to the resale or personal use of said Data.
2. Any Data that may be supplied to the undersigned will be kept confidential. The undersigned may not benefit in any way shape or form from the Data apart from as herein described.
3. Any Data will not be used by the undersigned or any of its current or future directors, officers, companies and/or employees in any manner which would be detrimental to the Vendor or to the Advisor.
4. Any Data will be kept confidential, however, any Data which is agreed by the Vendor to be distributable for the purposes of conducting the sale may be disclosed to those parties the Vendor agrees to ("Third Parties") provided that it is understood that the individuals, directors, officers, employees and solicitors of said Third Parties shall be informed of the confidential nature of the Data and shall be directed by the undersigned and agree to treat the Data as confidential. Any liability shall be borne by the undersigned and the undersigned shall disseminate the Data or parts thereof accordingly.
5. At the request of the Vendor at any time, the undersigned shall return all of the Data and any copies of such Data and any notes made from the Data.
6. The undersigned acknowledges that neither the Advisor nor the Vendor makes any representations and/or warranties as to the accuracy or completeness of the Data. The undersigned hereby agrees that neither the Advisor nor the Vendor shall have any liability to the undersigned or any of the undersigned's representatives, resulting from the use of the Data by the undersigned or such representative, and the undersigned hereby releases the Advisor and the Vendor from any such liability, if any.
7. The undersigned acknowledges and agrees that the Data contains certain information that is described in summary form. The summaries do not propose to constitute a legal nor accounting analyses of the provisions of the documents, nor to be complete, accurate descriptions of all the terms and conditions of the documents involved. Prospective buyers are expected to examine all such documents independently.
8. The undersigned acknowledges and agrees that neither the Advisor nor the Vendor are responsible for payment of commissions to an outside broker in the event that an outside broker introduces the Property to a purchaser and a transaction is completed.

DATED this _____ day of _____, 2020.

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

Please return executed Confidentiality Agreements to pcampbell@lennard.com (e-mail).

PURCHASER REGISTRATION INFORMATION

Signed:

Name:

Company:

Phone:

Position:

Email:
