

CONFIDENTIALITY AGREEMENT

AVISON YOUNG COMMERCIAL REAL ESTATE SERVICES, LP, BROKERAGE

222 Bay St., Suite 2500, Box 245

Toronto, ON M5K 1J5

Fax: 416.955.0724

Email: kelly.avison@avisonyoung.com, graeme.white@avisonyoung.com

Attention: Kelly Avison & Graeme White (the Provider's "**Designated Representative(s)**")

Dear Sirs:

For the purposes of evaluating **2874, 2880, 2990, King Street East, Hamilton, Ontario** (hereinafter referred to as the "**Property**")

I / We _____,
(hereinafter referred to as the "**Recipient**")

warrants and confirms that _____ (hereinafter referred to as the "**Recipient's Broker**") is representing the Recipient under a Buyer agency agreement and has introduced said Recipient to the Property.

The Recipient and the Recipient's Broker request that **AVISON YOUNG COMMERCIAL REAL ESTATE SERVICES, LP, Brokerage** (hereinafter referred to as "**Avison Young**"), the Provider's Agent, provide the Recipient and the Recipient's Broker with confidential information relating to the Property.

In consideration of Avison Young agreeing to provide the Recipient with such information, the Recipient agrees with **MNP Ltd. , solely in its capacity as Court-appointed receiver and manager, without security, of all assets, undertaking and properties of 2626364 Ontario Inc. and not its personal or corporate capacity and without personal or corporate liability** (the "**Provider**"), and Avison Young as follows:

- (1) Pursuant to an Order (the "**Receivership Order**") of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated July 31, 2025, MNP Ltd. was appointed as receiver (in such capacity, the "**Receiver**") without security, of all assets, undertakings and properties of 2626364 Ontario Inc. (the "**262**"), which is the owner of the real property known municipally as 2900 King Street East, Hamilton, Ontario (the "**Property**").
- (2) The "**Recipient**" has requested an opportunity to review certain information and documents relating to the Property including material, non-public information in contemplation of presenting to the Receiver an offer to purchase the Property (the "**Purpose**"). This Agreement sets out the terms and conditions upon which the Receiver, on behalf of 262, is willing to disclose or cause such information to be disclosed to the Recipient and the Recipient's Broker, on a confidential basis. For the purposes of clarity, the Receiver and 262 are collectively referred to hereinafter as the "**Provider**".
- (3) "**Confidential Information**" means all information relating to the Property, furnished or otherwise made available by or on behalf of the Provider to the Recipient or any of its Representatives (as defined below), in connection with or as a result of the Purpose. The term "Confidential Information" includes any analyses, compilations, studies, reports, applications or other documents or materials prepared by the Recipient or for the Recipient's use containing, incorporating or reflecting any Confidential Information.

- (4) The Provider will at its discretion provide such of the Confidential Information to the Recipient as is required for the Purpose. Nothing in this Agreement obligates the Provider to make any particular disclosure of Confidential Information or to provide any information or documents to any person.
- (5) The Recipient may permit access to the Confidential Information only to its agents (including Recipient's Broker), representatives (including lawyers), directors, officers and employees (the "**Representatives**") who (i) require access to the Confidential Information for the Purpose, (ii) are informed by the Recipient of the confidential nature of the Confidential Information, (iii) are directed by the Recipient to hold the Confidential Information in the strictest confidence, and (iv) agree to act in accordance with the terms of this agreement. Any reference to the Recipient throughout this Agreement includes and extends to its Representatives.
- (6) If any provision of this Agreement is held to be invalid or unenforceable in whole in part, such invalidity or unenforceability will attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof will continue in full force and effect.
- (7) This Agreement may not be assigned by the Recipient without the prior written consent of the Provider, which consent may be arbitrarily withheld by the Provider. This Agreement will enure to the benefit of and be binding upon the respective successors and assigns.
- (8) The Recipient agrees that monetary damages would not alone be sufficient to remedy any breach by the Recipient or any of its Representatives of any term or provision of this Agreement and that the Provider will also be entitled to equitable relief, including injunctive relief and specific performance, in the event of any breach or anticipatory breach hereof and in addition to any other remedy available pursuant to this Agreement or at law or in equity. The Recipient further waives any requirement for the deposit of security or posting of any bond in connection with any equitable remedy.
- (9) To treat confidentially, such information and any other information that Avison Young or the Provider or any of their advisors furnishes to the undersigned, whether furnished before or after the date of this Agreement, whether furnished orally or in writing or otherwise recorded or gathered by inspection, and regardless of whether specifically identified as "confidential" (collectively, the "**Confidential Information**").
- (10) Not to use any of the Confidential Information for any purpose other than the exclusive purpose of evaluating the possibility of a purchase and sale transaction relating to the Property. The Recipient and Recipient's Broker agree that the Confidential Information will not be used in any way detrimental to the Property, the Provider, or Avison Young and that such information will be kept confidential by the undersigned, its directors, officers, employees and representatives and these people shall be informed by the undersigned of the confidential nature of such information and shall be directed to treat such information confidentially.
- (11) That if at any time, the undersigned considers a transaction which would involve a third party either purchasing the Property or any interest therein or evaluating the possibility of a purchase and sale transaction relating to the Property, the Recipient must receive the prior written approval by Avison Young or the Provider of such third party as a Recipient, which approval may be unreasonably withheld, furthermore the undersigned agrees to obtain from said third party a confidentiality agreement in a form satisfactory to Avison Young or the Provider prior to disclosure to such party of any Confidential Information relevant to this transaction.

- (12) The undersigned and its directors, officers, employees and representatives will not, without the prior written consent of Avison Young or the Provider, disclose to any persons either the fact that discussions or negotiations are taking place concerning a possible transaction between the Provider and the undersigned, nor disclose any of the terms, conditions or other facts with respect to any such possible transaction, including the status thereof.
- (13) The term "person" as used in this Agreement shall be broadly interpreted to include, without limitation, any corporation, company partnership or individual or any combination of one or more of the foregoing.
- (14) Not to have any contact with any tenant or tenants, nor enter into any discussion with any tenant or tenants, at the Property without the express written permission of the Provider, as such contact may cause irreparable harm to the Provider.
- (15) That any time, at the request of Avison Young or the Provider, the undersigned agrees to promptly return all Confidential Information without retaining any copies thereof (including any electronic copies) or any notes relating thereto. The undersigned will certify as to the return of all Confidential Information and related notes.
- (16) That in the event the undersigned is required or requested by legal process to disclose any of the Confidential Information, the undersigned will provide Avison Young or the Provider with prompt notice of such requirement or request so that Avison Young or the Provider may take appropriate actions.
- (17) That the undersigned agrees that neither Avison Young nor the Provider make any representations or warranties, express or implied, as to the accuracy or completeness of the Confidential Information. The undersigned further agrees that neither Avison Young nor the Provider, nor any other author of or person providing Confidential Information shall have any liability to the undersigned or any of its representatives arising from the use of the Confidential Information by the undersigned or its representatives. The Provider will not be under any obligation to update, supplement or amend the Confidential Information or any other information as a result of subsequent events or developments or otherwise. The Provider will not be held liable for any errors or omissions in the Confidential Information or the use or the results of the use of the Confidential Information.
- (18) Upon successful closing of an agreement of purchase and sale to the Recipient, the Recipient's Broker's commission of **1.25%** of the closing sale price shall be paid by Avison Young as per the terms and conditions governed by the Listing Agreement between Avison Young and the Provider and (if applicable) as per Toronto Real Estate Board's MLS guidelines.
- (19) The undersigned hereby agrees to observe all the requirements of any applicable privacy legislation including, without limitation, the Personal Information Protection and Electronic Documents Act (Canada) with respect to personal information which may be contained in the Confidential Information.
- (20) This Agreement shall be governed by the laws of the Province of Ontario and those of Canada applicable therein.
- (21) This Agreement shall ensure to the benefit of Avison Young and the Provider, their respective successors and assigns and shall be binding upon the undersigned and its heirs, executors, administrators, and their successors and assigns.

(22) **The Recipient acknowledges and agrees:**

- a) **it has received a copy of the “RECO Information Guide – Working with a Real Estate Agent” from Avison Young, the Provider’s Designated Representative(s), and/or the Recipient’s Broker) via the link below:**

[Working with a Real Estate Agent](#)

- b) **The Recipient is represented by the Recipient’s Broker, and acknowledges that neither Avison Young nor the Designated Representative(s) are providing any multi-representation services to the Recipient.**

DATED at _____, this _____ day of _____, 2026.

Recipient’s Name (Please Print)

Recipient’s Broker Name (Please Print)

By (Authorized Signing Officer Signature)
I have authority to bind the company

By (Authorized Signing Officer Signature)
I have authority to bind the company

(Officer’s Name and Title)

(Officer’s Name and Title)

(Officer’s Address)

(Officer’s Address)

(Telephone Number)

(Telephone Number)

(Email Address: Recipient/Buyer)

(Email Address: Recipient/Buyer’s Broker)