

CONFIDENTIALITY AGREEMENT

TO: Century 21 Heritage Group LTD Brokerage
(Listing Broker)

RE: 440-462 and 525 King St , Kingston ON
(Property/Business)

In connection with the possible purchase of the (Property/Business) above-noted, (which purchase shall be known herein as the "Transaction"), I understand that you, as the Listing Agent for the Seller, or the Seller will be providing me with certain information with respect thereto that is non-public, confidential or proprietary in nature (the "information"). The information shall include any information regarding any offer by me to purchase the (Business/Property). In consideration of your delivery of the information, I agree that:

1. Except as otherwise expressly provided herein, I will not (i) disclose the information to any other person or use any portion thereof except in connection with the Transaction, or (ii) disclose to any person the fact that the information has been made available, that discussions are taking place with you concerning the transaction or any of the terms or conditions with respect thereto. The information will be used solely for the purpose of evaluating the transaction and for no other purpose.
2. Notwithstanding the foregoing, I understand that I may disclose the information: (i) to the directors, officers, employees, agents and representatives (collectively, "Representatives") who need to know the information for purposes of evaluating the Transaction, who are informed by me of the confidential nature of the information and who agree to be bound by the terms of this Agreement; (ii) as may be required by applicable law or at the request of any regulatory or supervisory authority having jurisdiction over me.
3. The term "Information" shall not include such portions thereof which (i) are or become available to the public through no breach of this Agreement other than as a result of a disclosure by me or my Representative; (ii) presently are or hereafter become available to me on a non-confidential basis from you or another source which, to the best of my knowledge, is not subject to a confidentiality agreement, or (iii) was known by me (as evidenced by my books and records) prior to its disclosure by you and your representatives to me.
4. In the event that I or any of my representatives become legally compelled to disclose any of the information, I will, to the extent permitted by law, provide you with prompt notice so that you may seek a protective order, injunction or other appropriate remedy. In the event that such protective order, injunction or remedy is not obtained, I shall disclose such information in a manner reasonably designed to preserve its confidential nature.
5. I agree that upon your request all copies of the information furnished to me or provided by me to any of my Representatives will be promptly returned to you, and I will certify that all reproductions, extracts and summaries thereof, including internal memos, reports and computer files and models which may contain extracts and summaries of the information have been destroyed. Subject to the terms of paragraph (9) hereof, all of my obligations hereunder and all of your rights and remedies hereunder shall survive any return or destruction of the information.

6. I agree to be responsible for any breach of this Agreement by me or my Representatives and to hold harmless you and your affiliates and your respective directors, officers, employees, agents and representatives from and against any and all claims, damages, losses, liabilities and expenses (including attorney's fees and disbursements) arising out of any breach of this Agreement by me or my Representatives.
7. I acknowledge that money damages and other remedies at law may be inadequate to protect against breach of this Agreement and, therefore, I acknowledge injunctive or other equitable relief may be a proper remedy for enforcement of this Agreement without proof of actual damages. This Agreement shall be governed by and construed in accordance with the internal laws of the Province of Ontario (without regard to any conflict of law provisions thereof).
8. I understand that the information is being provided to me for information purposes only and without representation or warranty, express or implied, by you or any other party as to its accuracy or completeness and without any responsibility on your part to revise or update the information. I acknowledge that I will make my own analysis and based upon such investigation and analysis as I deem appropriate.
9. My obligation under this letter of agreement shall terminate two years following the date of this Agreement.

To indicate my acceptance of this Agreement to keep the information confidential on the foregoing terms, I sign this Agreement and return it (via fax with hard copy to follow) to you.

My acceptance of this Agreement shall be effective upon your receipt of such fax from me.

Company/Buyer: _____

Signed By: _____
(Print & Sign Name)

ACCEPTED and AGREED TO THIS _____ DAY OF _____ 20____.