

CONFIDENTIALITY AGREEMENT AND AGENCY DISCLOSURE FORM

Avison Young Commercial Real Estate Services, LP, Brokerage ("Avison Young")
231 Shearson Crescent, Suite 102, Cambridge, ON N1T 1J5
T +1 226 366 9090 F +1 866 541 9755

Attention: Bob Budd

Dear Sirs:

For the purposes of evaluating **223 & 235 Norwich Avenue & 813 Alice Street, Woodstock, ON**, Province of Ontario (hereinafter referred to as "the Property"). I/We _____ (hereinafter referred to as the "Buyer") warrants and confirms with Avison Young that _____ (hereinafter referred to as the "Buyer's Broker" (if applicable) is representing the Buyer under a Buyer agency agreement and has introduced said Buyer to the Property. The Buyer and the Buyer's Broker request that Avison Young, the Seller's Agent, provide the Buyer and the Buyer's Brokerage (if applicable) with confidential information relating to the Property.

In consideration of Avison Young agreeing to provide the undersigned with said confidential information, the undersigned agrees with John Charles Rowell and Dawn Aveleigh Rowell (the "Seller"), and Avison Young as follows:

- (1) To treat confidentially, such information and any other information that Avison Young or the Seller 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 "Evaluation Material").
- (2) Not to use any of the Evaluation Material for any purpose other than the exclusive purpose of evaluating the possibility of a purchase and sale transaction relating to the Property. The undersigned agrees that the Evaluation Material will not be used in any way detrimental to the Property, the Seller, 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.
- (3) 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 undersigned must receive the approval by Avison Young or the Seller of such third party as a Buyer, 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 Seller prior to disclosure to such party of any evaluation material relevant to this transaction.
- (4) The undersigned and its directors, officers, employees and representatives will not, without the prior written consent of Avison Young or the Seller, disclose to any persons either the fact that discussions or negotiations are taking place concerning a possible transaction between the Seller and the undersigned, nor disclose any of the terms, conditions or other facts with respect to any such possible transaction, including the status thereof.
- (5) 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.

- (6) Not to have any contact with any tenant or tenants, nor enter any discussion with any tenant or tenants, at the Property without the express written permission of the Seller, as such contact may cause irreparable harm to the Seller.
- (7) That any time, at the request of Avison Young or the Seller, the undersigned agrees to promptly return all Evaluation Material without retaining any copies thereof or any notes relating thereto. The undersigned will certify as to the return of all Evaluation Material and related notes or the deletion of all Evaluation Material and related notes if received through electronic transfer from Avison Young.
- (8) That in the event the undersigned is required or requested by legal process to disclose any of the Evaluation Material, the undersigned will provide Avison Young or the Seller with prompt notice of such requirement or request so that Avison Young or the Seller may take appropriate actions.
- (9) That the undersigned agrees that neither Avison Young nor the Seller makes any representations or warranties as to the accuracy or completeness of the Evaluation Material. The undersigned further agrees that neither Avison Young nor the Seller, nor any other author of or person providing Evaluation Material shall have any liability to the undersigned or any of its representatives arising from the use of the Evaluation Material by the undersigned or its representatives.
- (10) The Buyer represents and warrants that it shall be responsible for any costs associated with its review and purchase of the Property, including any fees owed to any consultants retained by, or acting on behalf of, the Buyer. Any consultants, agents, and/or advisors retained by the Buyer shall be required to execute, and be bound by, this Confidentiality Agreement.
- (11) As this is an exclusive listing, upon a successful closing of an agreement of purchase and sale to the Buyer, a Buyer's Brokerage (if applicable) shall receive a commission directly from the Buyer. No commission shall be paid by the Seller's agent (Avison Young) to the Buyer's Brokerage as per the terms and conditions covered by the Listing Agreement between the Seller and Avison Young.
- (12) 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 Evaluation Material.
- (13) This Agreement shall be governed by the laws of the Province of Ontario and those of Canada applicable therein.
- (14) This Agreement shall ensure to the benefit of Avison Young and the Seller their respective successors and assigns and shall be binding upon the undersigned and its heirs, executors, administration, successors, and assigns.
- (15) Representation and Customer Service: The Code of Ethics for the Real Estate Council of Ontario requires Commercial Realtors (e.g., Sales Representatives, Agents, Brokers) to disclose in writing the nature of their relationship and services they are providing. The Buyer hereby acknowledges that Avison Young has provided the Buyer with a copy of RECO's Information Guide (Commercial) explaining agency relationships. The Buyer acknowledges (if applicable) that the Buyer is being represented by a Buyer's Brokerage, and if the Buyer is not represented by a Buyer's Brokerage, then the Buyer is considered a self-represented Party (SRP) in the sale transaction. Avison Young is the agent and represents the interests of the Seller and has a fiduciary and primary duty to protect and promote the interests of the Seller-Client.

ACKNOWLEDGEMENT BELOW

DATED at _____, Ontario, this day of , 2025.

Buyer's Name (Please Print)

Buyer'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: Buyer)

(Email Address: Co-operating Broker)

