

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

Marina Acquisition — Kawartha Region, Ontario

STRICTLY CONFIDENTIAL — EXECUTION COPY

1. PARTIES

This Non-Disclosure and Confidentiality Agreement (this "Agreement") is entered into as of the date last signed below, by and between the following parties:

DISCLOSING PARTY / PROVIDER

Full Legal Name / Entity: _____

Address: _____

City, Province, Postal Code:

Telephone: _____

Email Address: _____

(collectively, the "**Provider**" or "Seller", acting by and through its duly authorized listing brokerage, Re/Max Hallmark Commercial, operating as TorontoCommercialProperties.ca, and their respective agents, officers, and representatives)

RECEIVING PARTY / RECIPIENT

Full Legal Name / Entity: _____

Address: _____

City, Province, Postal Code:

Telephone: _____

Email Address: _____

(the "**Recipient**")

Each of the Provider and the Recipient is referred to individually as a "Party" and collectively as the "Parties."

2. BACKGROUND AND PURPOSE

WHEREAS the Provider controls, either directly or through its authorized brokerage, certain confidential, proprietary, and commercially sensitive information relating to a marina property located within the Kawartha Region, Ontario (the "Property"), the precise civic address, legal description, and registered ownership of which shall remain undisclosed until this Agreement has been duly executed and returned to the Provider;

AND WHEREAS the Recipient has expressed a bona fide interest in evaluating the Property for the purpose of a potential acquisition or financing transaction (the "Proposed Transaction");

AND WHEREAS the Provider is prepared to disclose certain Confidential Information to the Recipient solely to facilitate the Recipient's evaluation of the Proposed Transaction, subject to the terms and conditions set out herein;

NOW THEREFORE, in consideration of the mutual covenants herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

3. DEFINITIONS

"Confidential Information" means any and all information, data, documentation, or materials — whether disclosed orally, in writing, electronically, visually, or by any other means — provided by or on behalf of the Provider to the Recipient in connection with the Proposed Transaction, including without limitation:

- (a) The identity, civic address, legal description, lot number, and registered ownership of the Property;
- (b) Financial statements, tax returns, revenue records, expense summaries, income and loss statements, and all other financial data pertaining to the Property or its operations;
- (c) Operational information, including slip counts, dockage capacity, fuel sales volumes, seasonal occupancy rates, slip holder agreements, licence or permit details, and marina management records;
- (d) Customer lists, tenant lists, slip holder databases, vendor contracts, and supplier agreements;
- (e) Environmental reports, Phase I or Phase II Environmental Site Assessments, surveys, engineering studies, geotechnical reports, and inspection records;
- (f) The existence and terms of this Agreement, the Proposed Transaction, and any negotiations between the Parties;
- (g) Any other information that a reasonable person in the circumstances would consider confidential or proprietary.

"Confidential Information" does not include information that: (i) is or becomes publicly available through no breach of this Agreement by the Recipient; (ii) was already known to the Recipient prior to disclosure, as evidenced by written records predating this Agreement; (iii) is independently developed by the Recipient without use of the Confidential Information; or (iv) is required to be disclosed by applicable law or court order, provided the Recipient gives the Provider prompt prior written notice and cooperates in seeking a protective order.

4. CONFIDENTIALITY OBLIGATIONS

The Recipient covenants and agrees that it shall:

1. Hold all Confidential Information in strict confidence and treat it with at least the same degree of care it uses to protect its own most sensitive proprietary information, and in no event less than a reasonable standard of care;
2. Use the Confidential Information solely for the purpose of evaluating the Proposed Transaction and for no other purpose whatsoever;
3. Not reproduce, copy, summarize, or reduce to writing any Confidential Information except as reasonably necessary for the evaluation of the Proposed Transaction;
4. Not disclose, distribute, publish, or otherwise communicate any Confidential Information to any third party without the prior written consent of the Provider;
5. Take all reasonable precautions to prevent unauthorized disclosure or use of the Confidential Information;
6. Promptly notify the Provider in writing upon becoming aware of any actual or suspected unauthorized disclosure or use of Confidential Information.

5. PERMITTED DISCLOSURE TO ADVISORS

The Recipient may disclose Confidential Information to its own legal counsel, licensed accountants, professional financial advisors, and institutional lenders (collectively, "Authorized Representatives") who: (i) have a bona fide need to access such information for the purpose of evaluating the Proposed Transaction; and (ii) are bound by written confidentiality obligations no less restrictive than those set out in this Agreement. The Recipient shall be directly and fully responsible for any breach of this Agreement by its Authorized Representatives as if such breach were committed by the Recipient itself.

6. NON-SOLICITATION

During the term of this Agreement and for a period of two (2) years following its expiry or termination, the Recipient shall not, directly or indirectly:

7. Solicit, recruit, hire, or otherwise engage any employee, contractor, manager, or key personnel of the Property or the Provider who became known to the Recipient as a result of access to Confidential Information;
8. Solicit, approach, contact, or in any way attempt to transact with any slip holder, tenant, customer, vendor, or supplier of the Property whose identity was revealed to the Recipient through Confidential Information, for any purpose other than the Proposed Transaction and only through the Provider's authorized brokerage;
9. Take any action, directly or indirectly, that could disrupt, impair, or interfere with the existing business relationships of the Property.

7. NON-CIRCUMVENTION

The Recipient hereby expressly acknowledges that the Property has been introduced to it exclusively through Re/Max Hallmark Commercial, operating as TorontoCommercialProperties.ca (the "Listing Brokerage"). Accordingly, the Recipient covenants that it shall not:

10. Contact, negotiate with, or in any manner deal directly with the Seller, the Seller's legal counsel, or any representative of the Seller with respect to the Property, except through and with the prior written consent of the Listing Brokerage;
11. Conduct any site visit, inspection, or due diligence activity at the Property without the prior written authorization of the Listing Brokerage;
12. Attempt to acquire the Property, or any interest therein, through any vehicle, entity, agent, or structure designed to circumvent the Listing Brokerage's involvement in the Proposed Transaction;
13. Re-introduce the Property or its particulars to any other party for the purpose of facilitating an acquisition, financing, or investment in the Property without the prior written consent of both the Provider and the Listing Brokerage.

8. BROKERAGE COMMISSION PROTECTION

The Recipient expressly acknowledges and agrees that the Listing Brokerage is entitled to its full negotiated brokerage commission in respect of any transaction — whether a sale, assignment, transfer of shares or beneficial interest, financing, joint venture, option, or any other form of disposition — involving the Property or the Seller, where such transaction is concluded with the Recipient or any party directly or indirectly introduced by the Recipient, at any time during the term of this Agreement or within two (2) years following its expiry or termination.

This commission entitlement shall survive any attempt by the Recipient to circumvent the Listing Brokerage, and shall apply regardless of the structure of the transaction or the identity of the ultimate purchaser or financier.

9. RETURN AND DESTRUCTION OF CONFIDENTIAL INFORMATION

Upon written demand by the Provider, or upon the conclusion or abandonment of the Proposed Transaction for any reason, the Recipient shall, within five (5) business days:

14. Return to the Provider all original documents, materials, and tangible items containing or reflecting Confidential Information;
15. Permanently destroy all copies, reproductions, summaries, analyses, notes, and electronic records containing Confidential Information, including data stored in cloud-based systems, email archives, and personal devices used by the Recipient or its Authorized Representatives;
16. Provide the Provider with a written certification, signed by an authorized officer of the Recipient, confirming that all Confidential Information has been returned or destroyed in accordance with this clause.

Notwithstanding the foregoing, the Recipient and its legal counsel may retain Confidential Information to the extent required by applicable law, professional regulatory obligations, or bona fide internal document retention policies, provided such retained information remains subject to the confidentiality obligations of this Agreement indefinitely.

10. TERM

This Agreement shall come into force on the date it is last executed by the Parties and shall remain in full force and effect for a period of two (2) years from such date, unless earlier terminated by written mutual agreement of the Parties. The obligations set out in Sections 4 (Confidentiality), 6 (Non-Solicitation), 7 (Non-Circumvention), and 8 (Commission Protection) shall survive the expiry or termination of this Agreement for the periods expressly stated therein.

11. INJUNCTIVE RELIEF AND REMEDIES

The Recipient acknowledges and agrees that:

17. A breach or threatened breach of any provision of this Agreement would cause irreparable harm and loss to the Provider and the Listing Brokerage for which monetary damages alone would not constitute an adequate remedy;
18. In the event of any actual or threatened breach, the Provider and the Listing Brokerage shall be entitled, in addition to all other remedies available at law or in equity, to seek immediate injunctive relief, specific performance, and other equitable remedies from any court of competent jurisdiction, without the necessity of proving actual damages, posting bond, or providing other security;
19. The Recipient shall not raise the adequacy of damages as a defence to an application for injunctive or equitable relief;
20. All remedies under this Agreement are cumulative and not alternative, and the exercise of any remedy shall not preclude the exercise of any other remedy.

12. GENERAL PROVISIONS

21. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to conflict of laws principles. The Parties irrevocably submit to the exclusive jurisdiction of the courts of Ontario in respect of any dispute arising hereunder.
22. **Entire Agreement.** This Agreement constitutes the entire agreement of the Parties with respect to its subject matter and supersedes all prior negotiations, representations, understandings, and agreements, whether oral or written.
23. **Amendment.** This Agreement may not be amended, modified, or waived except by a written instrument duly executed by both Parties.
24. **Assignment.** The Recipient may not assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the Provider.
25. **Severability.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect to the maximum extent permitted by law.
26. **No Waiver.** Failure or delay by either Party in exercising any right or remedy under this Agreement shall not constitute a waiver of that right or remedy.
27. **Counterparts and Electronic Execution.** This Agreement may be executed in one or more counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same agreement. Electronic signatures shall be deemed valid and binding to the same extent as original wet signatures.
28. **No Obligation to Proceed.** Nothing in this Agreement shall be construed to obligate either Party to proceed with the Proposed Transaction. The Provider reserves the absolute right, in its sole and

unfettered discretion, to accept or reject any offer, to withdraw the Property from the market at any time, or to negotiate with any other person without notice to the Recipient.

29. Independent Legal Advice. The Recipient acknowledges that it has had the opportunity to obtain independent legal advice prior to executing this Agreement, and by signing below confirms that it has either obtained such advice or has knowingly waived its right to do so.

13. EXECUTION

IN WITNESS WHEREOF, the Parties have duly executed this Non-Disclosure and Confidentiality Agreement as of the date last written below.

PROVIDER (SELLER / DISCLOSING PARTY)

Signature: _____

Print Name: _____

Title / Capacity: _____

Company / Organization: _____

Date: _____

RECIPIENT

Signature: _____

Print Name: _____

Title / Capacity: _____

Company / Organization: _____

Date: _____