

CONFIDENTIALITY AGREEMENT

B E T W E E N:

King Street Company Inc., King Street Hospitality Group Inc., Bonta Trading Co. Inc., 2268218 Ontario Inc., 1733667 Ontario Limited, the King Street Food Company Inc., The King Street Restaurant Company Inc., 2112047 Ontario Ltd., JI Yorkdale Inc., JI Square One Inc., 1771669 Ontario Inc., CXBO Inc., 2608765 Ontario Inc., 2272224 Ontario Inc., 2327729 Ontario Inc., 2577053 Ontario Inc., 2584858 Ontario Inc., 2621298 Ontario Inc., 2641784 Ontario Inc., and 2656966 Ontario Inc.

(collectively, the “**KSF Group**”)

- and -

[Interested Party Name]

(the “**Interested Party**”)

CONTEXT:

- A. Pursuant to an initial order issued by the Ontario Superior Court of Justice [Commercial List] (the “**Court**”) on November 6, 2020, as amended by an amended and restated initial order issued on November 13, 2020 (as amended, the “**Initial Order**”), each of the entities within the KSF Group were declared to be companies to which the *Companies’ Creditors Arrangement Act* (the “**CCAA**”) applies, and MNP Ltd. was appointed as CCAA monitor of the KSF Group (the “**Monitor**”).
- B. Pursuant to a sale process approval order issued by the Court on November 13, 2020, a strategic sales and investment solicitation process (the “**SISP**”) was approved by the Court, and the KSF Group was authorized to solicit interest in an acquisition or refinancing of the KSF Group’s business operations (“**Business**”) and/or its property, assets and undertakings (collectively, the “**Property**”) under the supervision of the Monitor.
- C. The KSF Group and the Monitor, wish to discuss with the Interested Party an acquisition or refinancing of all or part of Property or Business by the Interested Party (the “**Proposed Transaction**”).
- D. The KSF Group and the Monitor may provide certain confidential information pertaining to the KSF Group to the Interested Party for review and consideration in order to facilitate discussions with respect to the Proposed Transaction.

THEREFORE, the parties agree as follows:

- 1. In this Confidentiality Agreement:
 - (a) “**Business**” is defined in Recital B.

- (b) “**Business Day**” means any day, other than a Saturday, Sunday or statutory holiday on which the chartered banks in Ontario are open for business.
- (c) “**CCAA**” is defined in Recital A.
- (d) “**Communication**” means any notice, demand, request, consent, approval or other communication which is required or permitted by this Confidentiality Agreement to be given or made by a party.
- (e) “**Confidential Information**” means any information relating to the KSF Group including, without limit, the KSF Group’s Property, business plans, customers, employees, equipment, financial statements and financial performance, intellectual property, inventory, market strategies, operations, pricing, products, suppliers, business methods and trade secrets of the KSF Group including:
 - (i) Personal Information; and
 - (ii) all analyses, compilations, records, data, reports, correspondence, memoranda, specifications, materials, applications, technical data, studies, derivative works, reproductions, copies, extracts, summaries or other documents containing or based upon, in whole or in part, any of the information listed above in this Section 1(e);but excluding information, other than Personal Information, which:
 - (iii) is generally available to or known by the public, other than as a result of improper disclosure by the Interested Party or any of its Representatives; or
 - (iv) is or was obtained by the Interested Party from a source other than the KSF Group, the Monitor or any of their Representatives, or any person bound by a duty of confidentiality to the KSF Group or the Monitor.
- (f) “**Initial Order**” is defined in Recital A.
- (g) “**Monitor**” is defined in Recital A.
- (h) “**Person**” includes an individual, a partnership, a joint venture, a trust, an unincorporated association, a company, a corporation, an association, a government or any department or agency thereof and any other incorporated or unincorporated entity.
- (i) “**Personal Information**” means any information in the KSF Group and/or the Monitor’s possession that relates to identifiable individuals.
- (j) “**Property**” is defined in Recital B.
- (k) “**Proposed Transaction**” is defined in Recital C.
- (l) “**Representatives**” means directors, officers, employees, agents and other representatives, including lawyers, accountants, consultants and financial advisers.

- (m) “SISP” is defined in Recital B.
2. The Interested Party acknowledges that the Confidential Information is confidential and proprietary to the KSF Group. The Interested Party further acknowledges that, except for the purpose of evaluating the Proposed Transaction, the Interested Party has no right to use, title to, or interest in, the Confidential Information.
 3. The Interested Party agrees to provide Confidential Information only to those of its Representatives who need to review it for the purpose of evaluating the Proposed Transaction, who are informed by the Interested Party of the confidential nature of the Confidential Information, and who agree in writing to be bound by the terms of this Confidentiality Agreement. The Interested Party further agrees to be responsible for any breach of this Confidentiality Agreement by any of its Representatives. The Interested Party will make all reasonable, necessary and appropriate efforts to safeguard the Confidential Information from disclosure to any Person other than as permitted by this Confidentiality Agreement.
 4. The Interested Party or its Representatives will not use Confidential Information, directly or indirectly, for any purpose other than to evaluate the Proposed Transaction.
 5. Without the prior written consent of the KSF Group, the Interested Party will not, and will cause its Representatives to not to, disclose to any other Person:
 - (a) any part of the Confidential Information;
 - (b) that the Confidential Information has been made available;
 - (c) that any discussions or negotiations have been entered into with respect to the Proposed Transaction; or
 - (d) any of the terms, conditions or other facts with respect to the Proposed Transaction,except, and only to the extent that, disclosure is, in the opinion of its legal counsel, required to be made under applicable law or regulations or by any competent governmental, judicial or other authority, provided that the Interested Party will advise the KSF Group in advance of any such disclosure so the KSF Group and/or the Monitor may seek a protective order or other appropriate remedy and, where reasonably practical, consult with the KSF Group before that disclosure concerning the Confidential Information the Interested Party proposes to disclose. The Interested Party will co-operate with the KSF Group and/or the Monitor on a reasonable basis to obtain a protective order or other appropriate remedy.
 6. The Interested Party acknowledges that certain of the Confidential Information to which it may be given access pursuant to this Confidentiality Agreement is information to which privilege may attach (collectively, “**Privileged Information**”). The Interested Party acknowledges and agrees that access to the Privileged Information is being provided solely for the purposes set out in this Confidentiality Agreement and that such access is not intended and should not be interpreted as a waiver of any privilege in respect of Privileged Information or of any right to assert or claim privilege in respect of Privileged Information. To the extent there is any waiver of privilege, it is intended to be a limited waiver in favour of the Interested Party, solely for the purposes and on the terms set out in this Confidentiality Agreement. The Interested Party shall, at the request of the KSF Group claim or assert, or cooperate to claim or assert, privilege in respect of Privileged Information.

7. The Interested Party will keep a record of the location of the Confidential Information and all Representatives to whom it is provided, and will store the Confidential Information properly and securely and ensure that appropriate technical and organizational means are in place to protect it against unauthorized or unlawful access or processing and against accidental loss, destruction or damage, including taking reasonable steps to ensure the reliability of any of its Representatives permitted by the Interested Party to have access to it.
8. The Interested Party agrees that it will not engage in any communications with any landlords or employees of the KSF Group in connection with the Proposed Transaction without (i) the prior written consent of the KSF Group and the Monitor; and (ii) the KSF Group being present for such communications if the KSF Group deems such attendance necessary, advisable, prudent and/or convenient in the circumstances acting in its sole and unfettered discretion.
9. The Interested Party agrees to notify the KSF Group immediately upon discovery of an unauthorized use or disclosure of Confidential Information or any breach of this Confidentiality Agreement. The Interested Party agrees to indemnify and hold harmless the KSF Group and the Monitor from any and all damage, loss, cost, expense or liability of whatsoever nature or kind (including legal fees and the costs of enforcing this Confidentiality Agreement) arising directly or indirectly out of the breach by the Interested Party or its Representatives of any provision of this Confidentiality Agreement.
10. If the parties to the Proposed Transaction determine not to proceed with the Proposed Transaction, or if the Proposed Transaction proceeds but fails to close, the Interested Party will promptly deliver to the KSF Group or destroy all Confidential Information provided by the KSF Group and the Monitor to the Interested Party or its Representatives, without retaining any copies or records. The destruction or return of any Confidential Information by the Interested Party to the KSF Group will not affect any of its obligations hereunder.
11. The Interested Party acknowledges that none of the KSF Group or the Monitor make any express or implied representation or warranty as to the accuracy or completeness of the Confidential Information and agrees that none of the KSF Group or the Monitor will have any liability, direct or indirect, to the Interested Party or its Representatives relating to or resulting from the Confidential Information or the use by the Interested Party of, or reliance on, the Confidential Information, errors in the Confidential Information, or omissions from the Confidential Information, except in accordance with any specific representation or warranty made in any definitive agreement entered into in respect of the Proposed Transaction.
12. The Interested Party acknowledges and confirms that it is solely responsible for any costs incurred by the Interested Party or any other consultant related to the Interested Party's review of the Confidential Information.
13. The Interested Party acknowledges that any breach of this Confidentiality Agreement would cause serious and irreparable damage and harm to the KSF Group and the Monitor, and that remedies at law would be inadequate to protect against breach of this Confidentiality Agreement. Therefore, the Interested Party agrees in advance to the granting of injunctive relief in favour of the KSF Group and the Monitor for any breach of the provisions of this Confidentiality Agreement and to the specific enforcement of the terms of this Confidentiality Agreement, without proof of actual damages, in addition to any other remedy to which the KSF Group and the Monitor would be entitled.

14. The obligations set out in this Confidentiality Agreement with respect to Confidential Information will terminate with respect to Confidential Information that becomes the property of the Interested Party upon the closing, if any, of the Proposed Transaction.
15. Notwithstanding anything to the contrary, this Confidentiality Agreement will expire two (2) years from the date of its execution.
16. Any Communication must be in writing and either delivered personally or by courier, sent by prepaid registered mail or sent by facsimile, e-mail or functionally equivalent electronic means of transmission, charges (if any) prepaid. Any Communication must be sent to the intended recipient at its address as follows:

- (a) to the Interested Party at:

[Interested Party Name]

Attention: [●]

E-mail: [●]

- (b) to the KSF Group and the Monitor at:

THE KING STREET GROUP

469B King St West
Toronto, Ontario, M5V 1K4

Attention: Peter Tsebelis and Konstantinos Giazitzidis

E-mail: peter@kingstreetfood.com/gus@kingstreetfood.com

with a copy to:

GOWLING WLG (CANADA) LLP

100 King Street West, Suite 1600
Toronto, Ontario, M5X 1G5

Attention: Virginie Gauthier / Thomas Gertner

E-mail: virginie.gauthier@gowlingwlg.com/thomas.gertner@gowlingwlg.com

MNP LTD.

111 Richmond Street West, Suite 300
Toronto, Ontario, M5H 2G4

Attention: Sheldon Title, Senior Vice-President

E-mail: sheldon.title@mnp.ca

with a copy to:

MILLER THOMSON LLP

40 King St W Suite 5800
Toronto, Ontario, M5H 4A9

Attention: Craig Mills
E-mail: cmills@millerthomson.com

or at any other address as any party may at any time advise the other by Communication given in accordance with this Section 16. Any Communication delivered to the party to whom it is addressed will be deemed to have been given or made and received on the day it is delivered at that party's address, provided that if that day is not a Business Day then the Communication will be deemed to have been given or made and received on the next Business Day. Any Communication sent by prepaid registered mail will be deemed to have been given or made and received on the fifth Business Day after which it is mailed. If a strike or lockout of postal employees is then in effect, or generally known to be impending, every Communication must be delivered personally or by courier or transmitted by facsimile, e-mail or other functionally equivalent electronic means of transmission. Any Communication transmitted by facsimile, e-mail or other functionally equivalent electronic means of transmission will be deemed to have been given or made and received on the day on which it is transmitted; but if the Communication is transmitted on a day which is not a Business Day or after 5:00 p.m. (local time of the recipient), the Communication will be deemed to have been given or made and received on the next Business Day.

17. No supplement, modification, amendment, waiver, discharge or termination of this Confidentiality Agreement or any section of this Confidentiality Agreement is binding unless it is in writing and executed by the party to be bound. No waiver of, failure to exercise, or delay in exercising, any section of this Confidentiality Agreement constitutes a waiver of any other section (whether or not similar) nor does any waiver constitute a continuing waiver unless otherwise expressly provided.
18. This Confidentiality Agreement constitutes the entire agreement between the parties pertaining to its subject matter, and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties, and there are no representations, warranties or other agreements between the parties in connection with the subject matter of this Confidentiality Agreement except as specifically set out in this Confidentiality Agreement.
19. Neither this Confidentiality Agreement nor any right or obligation under it may be assigned by either party without the prior written consent of the other party. This Confidentiality Agreement enures to the benefit of and is binding upon the parties and their respective heirs, executors, administrators, estate trustees, trustees, personal or legal representatives, successors and permitted assigns.
20. Each section of this Confidentiality Agreement is distinct and severable. If any section of this Confidentiality Agreement, in whole or in part, is or becomes illegal, invalid or unenforceable in any jurisdiction, the illegality, invalidity or unenforceability of that section will not affect the legality, validity or enforceability of the remaining sections, or the legality, validity or enforceability of that section in any other jurisdiction.

21. The Interested Party acknowledges and agrees that that it has had the opportunity to obtain independent legal advice as to the terms and conditions of this Confidentiality Agreement and has either received same or expressly waived its right to do so.
22. This Confidentiality Agreement is governed by, and is to be construed and interpreted in accordance with, the laws of the Province of Ontario and the laws of Canada applicable in that Province. The Interested Party irrevocably and unconditionally submits and attorns to the non-exclusive jurisdiction of the Court to determine all issues, whether at law or in equity, arising from this Confidentiality Agreement, and irrevocably waives any objection, including any claim of inconvenient form, that it may now or in the future have to the venue of any legal proceeding arising out of or relating to this Confidentiality Agreement in the Court, or that the subject matter may not be enforced by the Court.
23. This Confidentiality Agreement may be executed and delivered by the parties in one or more counterparts, each of which will be an original, and those counterparts will together constitute one and the same instrument. Delivery of this Confidentiality Agreement by facsimile, e-mail or other functionally equivalent electronic means of transmission constitutes valid and effective delivery.

Signature Page Follows

DATED at _____ this _____ day of _____, 2020.

[INTERESTED PARTY NAME]

Per: _____
Name:
Title:

**THE KING STREET RESTAURANT COMPANY INC.
THE KING STREET FOOD COMPANY INC.
KING STREET HOSPITALITY GROUP INC.
KING STREET COMPANY INC.
1733667 ONTARIO LIMITED
BONTA TRADING CO. INC.
2268218 ONTARIO INC.
2112047 ONTARIO LTD.
1771669 ONTARIO INC.
2608765 ONTARIO INC.
2272224 ONTARIO INC.
2327729 ONTARIO INC.
2577053 ONTARIO INC.
2584858 ONTARIO INC.
2621298 ONTARIO INC.
2641784 ONTARIO INC.
2656966 ONTARIO INC.
JI YORKDALE INC.
JI SQUARE ONE INC.
CXBO INC.**

Per: _____
Name:
Title:

Per: _____
Name:
Title: