
Acquisition Opportunity

Established Welding & Steel Fabrication Business

City of Greater Sudbury, Ontario
(File: *NOMFG-1105*)

The Company, originally founded in 1978, enjoys an established market presence, specializing in:

- Custom Steel Fabrication & Mechanical Work
- Construction & Heavy Equipment Repairs
- Certified High Pressure Pipe Welders
- Aluminum & Stainless Steel Welding

- Employs 17 people
- Operates from modern and centrally located leased premises
- Most work is field-related

- 2010 Revenues \$2,254,000 and 2011 Revenues \$1,951,000 despite having its largest customer on strike for the better part of a year.
- The assets and goodwill of the Business are being offered for sale.

JPMONGRAIN REALTY INC., a business intermediary focused on mid-market mergers & acquisitions of privately-held companies is registered under the Real Estate & Business Brokers Act of the Province of Ontario and is the authorized exclusive agent for the owner of the businesses being offered for sale.

For more information on this opportunity, you may request from Peter Mongrain, Broker of Record, the Confidential Business Review for complete details.

JPMONGRAIN
Realty Inc., Brokerage

Commercial Real Estate & Business Broker

416.319.3294
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CONFIDENTIALITY AGREEMENT

[Potential Buyer] _____ and related companies hereinafter called the "INTERESTED PARTY" hereby acknowledges that JPMongrain Realty Inc., hereinafter called "JPMONGRAIN", has introduced the INTERESTED PARTY to the business referred to as **NOMFG-1105**, the "BUSINESS" for the purpose of determining whether any interest exists in acquiring the BUSINESS. (To protect and keep the seller's identity confidential, the Business has been de-identified until such time as the Interested Party's identity becomes known and approved by the Seller.) In consideration of JPMONGRAIN and/or the BUSINESS and/or OWNER providing the Interested Party with any confidential information necessary to ascertain further interest in pursuing the purchase of this BUSINESS, it is hereby agreed that:

- JPMONGRAIN will reveal information and financial statements relating to the operation of the company, and the INTERESTED PARTY agrees that all information supplied by JPMONGRAIN and/or the BUSINESS and/or OWNER is to remain confidential and further agrees not to reveal, in any way, in any form, to any other party, any of the information hereinafter given to him by JPMONGRAIN and/or the BUSINESS and/or OWNER. The ownership of all such information will remain with the BUSINESS and/or OWNER. For the purpose of receipt of information, the INTERESTED PARTY shall be deemed to include its employees, lawyers, accountants and other experts retained by the INTERESTED PARTY in evaluating such information.
- The INTERESTED PARTY acknowledges that the hereinbefore mentioned information has been provided to JPMONGRAIN by the BUSINESS and/or OWNER and/or its representatives. JPMONGRAIN does not represent or warrant the accuracy or completeness of such information. JPMONGRAIN shall not be liable or responsible in any way whatsoever for the accuracy of the information. Prior to completing any purchase or any agreement relating to a purchase based upon the information provided, it is the responsibility of the INTERESTED PARTY to satisfy itself, its solicitors, accountants and representatives as to the accuracy and completeness of the same. JPMONGRAIN and the BUSINESS and/or OWNER each warrant that each have the unrestricted right to disclose any information that it submits, free of all claims of their parties. Information disclosed to the Interested Party by JPMONGRAIN and/or the BUSINESS and/or OWNER will not be in violation of any secrecy agreement JPMONGRAIN or the BUSINESS and/or OWNER has with any third party.
- The BUSINESS and/or OWNER represents and warrants the accuracy and completeness of the information provided to JPMONGRAIN and that JPMONGRAIN agrees to provide all of such information without it being altered, varied or amended.
- In the event the INTERESTED PARTY does not pursue the purchase of this BUSINESS for whatever reason, the INTERESTED PARTY agrees to return all such information to JPMONGRAIN forthwith. The INTERESTED PARTY further agrees not to maintain any copies, and to destroy all analysis and/or reports, together with all other derivative work which is created with any such information.
- The INTERESTED PARTY will not interfere in any way with the BUSINESS and/or OWNER's employees, suppliers or customers, or use any of the information provided to him by JPMONGRAIN or the BUSINESS and/or OWNER which can be construed as competitive or injurious to the BUSINESS. The BUSINESS and/or OWNER understands that the INTERESTED PARTY may be developing, currently or in the future, a business similar to that carried on by the owner and as such will develop internally, or from other parties, information similar to that information disclosed by the purchaser. Accordingly, nothing in this agreement shall be construed as a representation or an inference that the interested party will not develop a business or will have business services developed for it, that, without violation of this agreement, compete with the business contemplated by the confidential information disclosed by the BUSINESS and/or OWNER.
- The INTERESTED PARTY will prevent the unauthorized use of the information, by his employees, his agents, his consultants or by anyone retained by the INTERESTED PARTY in this matter.
- The INTERESTED PARTY will indemnify, and keep indemnified, JPMONGRAIN and the BUSINESS and/or OWNER from any damages whatsoever caused by the INTERESTED PARTY's negligence or unauthorized use of this information.

Confidential Information shall include any written form of proprietary information marked "Confidential" and given or delivered to the INTERESTED PARTY subsequent to the date of this agreement. It shall also include any samples of product(s) given or delivered to the INTERESTED PARTY subsequent to the date of this agreement. If the INTERESTED PARTY is lawfully required by any court or government agency to disclose such information, the INTERESTED PARTY will be permitted to disclose such information but will provide JPMONGRAIN with prompt notice of such court or governmental action.

This agreement and its obligations on all parties shall not apply to any information that was published or was part of the public knowledge prior to its receipt from JPMONGRAIN and/or the BUSINESS and/or OWNER; or becomes published or part of the public knowledge through no act or failure to act by the INTERESTED PARTY after its receipt from JPMONGRAIN and/or the BUSINESS and/or OWNER; or is disclosed without restriction to a third party by the INTERESTED PARTY; or was known to the INTERESTED PARTY prior to its receipt from JPMONGRAIN and/or the BUSINESS and/or OWNER; or is thereafter independently developed by the INTERESTED PARTY; or is disclosed

to the INTERESTED PARTY from a third party provided that such disclosure is not in violation of an obligation of secrecy owed by such third party to JPMONGRAIN and/or the BUSINESS and/or OWNER.

It is further agreed that the INTERESTED PARTY will respect and adhere to the procedures hereunder:

- The INTERESTED PARTY or its agents or representatives will not introduce any other potential Interested Party to the BUSINESS, except through JPMONGRAIN.
- All deposit monies shall be held by JPMONGRAIN in JPMONGRAIN's bonded, government supervised, interest bearing trust account, with the interest being paid to the INTERESTED PARTY.

JPMONGRAIN hereby acknowledges that all fees due it will be paid by the BUSINESS and/or OWNER, and no charges will be levied to the INTERESTED PARTY unless a specific contract for specific services is entered into between JPMONGRAIN and the INTERESTED PARTY.

JPMONGRAIN, the BUSINESS and/or OWNER shall have the benefit of all the provisions of this agreement. It is hereby acknowledged that in procuring this agreement, JPMONGRAIN is acting on its own behalf and for the benefit of the BUSINESS and/or OWNER.

The Parties agree hereto to accept facsimile transmissions of this document as originals and the INTERESTED PARTY hereby acknowledges this date having received a copy of this agreement.

It is acknowledged by the INTERESTED PARTY, that a breach of this agreement may result in irreparable damage and immediate harm to the BUSINESS and/or OWNER and agrees that in the event of such breach, the BUSINESS and/or OWNER, in addition to any other right or relief, shall be entitled to equitable relief by way of temporary or permanent injunction and to seek such other relief that any court may deem just and proper.

This agreement shall be governed and construed in accordance with the laws of the Province of Ontario. The courts of Ontario shall have non-exclusive jurisdiction to hear any matters arising in connection with this agreement.

This agreement may not be assigned by either party without the prior written consent of the other.

This agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, does not obligate either party to furnish any information to the other, and cancels and supersedes any prior understandings and agreements between the parties hereto in respect thereof.

Dated at _____ this ____ day of _____ 2011

[Interested Party Company Name]



Date

[Signing Officer Name]

[Signing Officer Title]
(I have the power to bind the Corporation)

Dated at _____ this ____ day of _____ 2011

JPMONGRAIN REALTY INC.



Date

Peter Mongrain
Broker of Record

Dated at _____ this ____ day of _____ 2011

[Name of Business]



Date

[Signing Officer's Name]

[Signing Officer's Title]
(I have the power to bind the Corporation)

Dated at _____ this ____ day of _____ 2011



Date

[Owner's Name]
(On behalf of the Owner)