

CONFIDENTIALITY AGREEMENT

5633-5639 Finch Avenue East, Toronto, ON, Canada, M1B 5K9

TO: Colliers Macaulay Nicolls Inc.
181 Bay Street, Suite 1400
Toronto, Ontario
M5J 2V1
Canada

- and -

651565 Ontario Limited
c/o 401 The West Mall, Suite 800
Toronto, ON
M9C 5J5
Canada

(collectively, the “**Disclosing Party**”)

RE: 5633-5639 Finch Avenue East, Toronto, ON, Canada, M1B 5K9 (the “**Property**” or “**Properties**”)

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The Disclosing Party, through itself or through its affiliates, agents, representatives, employees, officers or clients, is prepared to provide the undersigned (“**us**” or “**our**”) with certain confidential and non-public information to assist us in evaluating our interest in the potential transaction in relation to the Property or Properties (the “**Transaction**”).

All information provided to us or to our affiliates or any of our or our affiliate’s directors, officers, employees, agents or advisors (collectively our “**Representatives**”) in connection with the Transaction, whether oral, in writing or in any electronic form, as well as all notes, extracts, analyses, compilations, data, reports or other documents or records prepared by us is referred to in this confidentiality agreement (the “**Agreement**”) as the “**Confidential Information**”. Confidential Information does not include information or material of any nature, whether or not obtained pursuant to legal process or court order: (i) which was lawfully in our possession prior to disclosure of such information by the Disclosing Party; (ii) which was, or at any time becomes, available in the public domain other than through any act or omission by us or our Representatives; (iii) which is documented in writing as having been developed by us independently; or (iv) which is furnished to us by a third party having a right to do so.

In consideration of the disclosure of the Confidential Information, the parties hereby agree as follows:

1. Nondisclosure of Confidential Information. We agree that all Confidential Information shall be kept strictly confidential, shall not be used by us, directly or indirectly, for any purpose other than for purposes of evaluating or dealing with the Transaction. Furthermore, we shall not disclose to any person that the Confidential Information exists, or that discussions are taking or have taken place with respect to a possible Transaction.

We may transmit the Confidential Information to our Representatives but only to the extent that they need to know the Confidential Information for the purposes of evaluating or dealing with the Transaction and if our Representatives agree to be bound to the terms set out in this Agreement in the same way that we are. We agree to be responsible for any breach of the provisions of this Agreement by us or our Representatives and agree to indemnify the Disclosing Party and any of its affiliates for any such breach by us or our Representatives.

2. Compelled Disclosure. In the event that we or our Representatives become compelled by law or by any legal proceeding to disclose any of the Confidential Information, we will provide the Disclosing Party with prompt notice thereof. We further agree to fully cooperate with and assist the Disclosing Party and/or any of its affiliates, as the Disclosing Party and/or any of its affiliates may deem necessary, to respond to any such request or demand for disclosure.
3. Termination of discussion; Return of Confidential Information. If we determine that we do not wish to proceed with the Transaction, or at any time upon the request of the Disclosing Party for any reason, we will promptly deliver or, at the Disclosing Party’s option, destroy all the Confidential Information (and all copies, extract or other reproductions thereof) whether in paper, electronic, or other form or media. Notwithstanding the above, we and our Representatives will continue to be bound by obligations of confidentiality and other obligations hereunder.
4. Remedies. We acknowledge that the Confidential Information is material to the interests and business affairs of the Disclosing Party, its affiliates and its clients, and any breach of this Agreement may result in significant irreparable harm to the Disclosing Party, its affiliates and/or its clients. We understand and agree that monetary damages may not be a sufficient remedy for any breach of this Agreement by us or our Representatives and that the Disclosing Party and its affiliates shall be entitled

Review & Accept Confidentiality Agreement

to equitable relief, including injunction and specific performance, without proof of damages, as a remedy for any breach, threatened breach or anticipatory breach. Such remedies shall not be deemed to be the exclusive remedies for any such breach but shall be in addition to all other remedies available at law or equity to the Disclosing Party. If a court of competent jurisdiction determines that we or our Representatives have breached this Agreement, we shall be liable and pay to the Disclosing Party and/or any of its affiliates and their respective shareholders, directors, officers, managers, employees and other representatives, as applicable, the reasonable legal and/or consultant fees and disbursements incurred by the Disclosing Party in connection with any litigation arising hereof, including any appeals.

5. Term. This Agreement shall remain in force for a term of five (5) years from the date hereof.
6. Contact. All communications regarding the Property, Properties or the Transaction or any transaction, the Confidential Information, requests for additional information, requests for facility tours or management meetings, and discussions or questions regarding procedures will be directed exclusively to the Disclosing Party.
7. Completeness and Accuracy of Confidential Information; No Title or Interest. Neither the Disclosing Party nor any of its affiliates have made or will make any representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information. We agree that none of the Disclosing Party, its affiliates, or any of their respective directors, officers, employees or agents will have any liability to us or to our Representatives relating to or resulting from the use of the Confidential Information. We agree that all Confidential Information disclosed to us remains the property of the Disclosing Party and we shall acquire no right, title or interest to any such Confidential Information.
8. Agency. The undersigned hereby represents that: (i) it is a principal and not an agent on behalf of any other party in conjunction with the Transaction (except advisors working on behalf of their fund clients); and, (ii) acknowledges that any Representatives retained in connection with the consideration or completion of the Transaction will be representing the undersigned's interests and all costs related to their service will be paid by the undersigned.
9. Effect of Agreement. No agreement providing for any Transaction currently exists and none will be deemed to exist between the parties unless and until a definitive written agreement with respect to a Transaction is negotiated, executed, and delivered.
10. Governing Law and Jurisdiction. This Agreement shall be governed and construed in accordance with the laws of the Province of Ontario.
11. Counterparts/Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement and will be effective when counterparts have been signed by each of the parties and delivered to the other parties. A manual signature whose image shall have been transmitted electronically will constitute an original signature for all purposes. The delivery of copies of this Agreement, including executed signature pages, by electronic transmission will constitute effective delivery of this Agreement for all purpose.
12. Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect.
13. Entire Agreement. This Agreement supersedes all prior agreements, whether written or oral, between the parties with respect to its subject matter and constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter.
14. Modification. This Agreement may only be amended, supplemented, or otherwise modified by a writing executed by the parties.

To be completed and submitted by the Buyer:

First Name *

Address *

Last Name *

City *

Email *

Country *

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Position *

To add other Representatives to the Data Room, please include their email addresses below, separated by a semi-colon (;)

Company *

Phone *

I Accept

This Agreement transmitted electronically shall be valid and effective to bind the Party so signing. The Party signing this Agreement has signing authority to bind the Corporation.

By submitting a completed Agreement, the Party has expressly agreed that the parties to this Agreement shall be bound by its electronic signature.

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