

Lennard:

201-60 Columbia Way
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lennard.com

Confidentiality Agreement

LENNARD COMMERCIAL REALTY (“LENNARD” and “Listing Brokerage”) is prepared to disclose to the undersigned certain verbal and written (including in electronic format) information, knowledge, concepts and ideas (the “Data”) relating to the possible sale of land at **1088 Progress Avenue, Scarborough, Ontario** (the “Property”) that their client (hereinafter individually and collectively referred to as the “Corporation”) has offered for sale through LENNARD.

In consideration of the undersigned receiving Data, the undersigned hereby acknowledges and agrees to the following:

1. The Data will be used by the undersigned solely for limited purposes of (i) determining whether the undersigned has a further interest in the purchase of any/or all of the Property, (ii) preparing an offer to purchase the Property from the Corporation, and (iii) completing any such transaction (collectively, the “Permitted Purpose”). The undersigned further agrees that all correspondence, negotiations and purchase agreements shall be conducted through LENNARD as the sole Real Estate Broker in this transaction.
2. Any Data that may be supplied or otherwise made available to the undersigned (including through its directors, officers, employees and solicitors (collectively, “Representatives”)) will be kept confidential and shall not be disclosed. Data shall not include information that (i) is publicly available through no fault of or action of the undersigned or any of its Representatives, and (ii) is available through sources other than LENNARD or the Corporation or their respective Representatives, provided that such source had a legal right to disclose such information free of any obligation of confidentiality to LENNARD or the Corporation.
3. Any Data will not be used by the undersigned or any of its Representatives in any manner which would be detrimental to the Corporation.
4. Data may be disclosed by the undersigned to only those of its Representatives who need to know such Data for the Permitted Purpose. It is understood that such Representatives shall be informed by the undersigned of the confidential nature of the Data and shall be directed by the undersigned and, prior to the receipt of any Data, agree to treat the Data as confidential. The undersigned agrees that it shall be responsible and liable for any breach of this agreement by any of its Representatives and for any disclosure of Data by any of such Representative that is not otherwise permitted by this agreement.
5. The undersigned will not, and will direct its Representatives to not, disclose to any individual, person, corporation, partnership, and/or other entity either the fact that any discussions, inquiries or negotiations are taking place with respect to a possible transaction relating to the Property, or any terms, conditions or other facts with respect to any such possible transaction, including, but not limited to, the status thereof.
6. At the request of the Corporation at any time, the undersigned shall return or destroy all of the Data and any copies of such Data.
7. The undersigned acknowledges that neither LENNARD nor the Corporation make any representations and/or warranties as to the accuracy or completeness of the Data. The undersigned hereby agrees that neither LENNARD nor the Corporation shall have any liability to the undersigned or any of its Representatives, resulting from the reliance on or use of the Data by the undersigned or

such Representative, and the undersigned hereby releases LENNARD and the Corporation from any and all such liability.

8. The undersigned acknowledges and agrees that the Data contains certain information that is described in summary form. The summaries do not constitute a legal nor accounting analyses of the provisions or other information contained in any of the documents, nor complete, accurate descriptions of all the terms and conditions of the documents involved. Prospective buyers shall examine all such documents independently to their own satisfaction.
9. The undersigned shall, in the event of a breach of this agreement or any unpermitted disclosure of Data by it or any of its Representatives, whether through accident, inadvertence or otherwise, notify LENNARD of the nature of the breach promptly upon the discovery of such breach or disclosure.
10. The undersigned acknowledges that this Property is listed by LENNARD COMMERCIAL REALTY and that all communication should be directed through the Listing Brokerage.
11. All co-operating brokers acknowledge they are acting as a "Buyer Broker" and their fees will be paid by the purchaser.
12. This agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

DATED this _____ day of _____, 2021.

The undersigned (the undersigned as defined herein) hereby agrees to all the terms, conditions and agreements contained herein.

Prospective Purchaser:

Name:

Company:

Phone:

Email:

Position / Authority:

Signature:
