

APPENDIX A
NON-DISCLOSURE AGREEMENT

Lorna Mary Passafiume
c/o Colliers Macaulay Nicolls Inc.
245 Yorkland Boulevard, Suite 200
Toronto, ON M2J 4W9

Colliers Macaulay Nicolls Inc. ("Colliers")
245 Yorkland Boulevard, Suite 200
Toronto, ON M2J 4W9

Attention: robert.scott@colliers.com, pamela.liegler@colliers.com and sam.hall@colliers.com

Dear Sir/Madam:

Re: Non-Disclosure Agreement in respect of the Request for Offers issued by Lorna Mary Passafiume on Thursday, August 5th, 2021, as amended or otherwise clarified from time to time, including by all Addenda (the "RFO")

This letter agreement sets out the terms and conditions of the Non-Disclosure Agreement between _____ (the "Proponent") and Lorna Mary Passafiume pursuant to which the Proponent agrees with Lorna Mary Passafiume as follows:

1. Defined Terms. Capitalized terms not otherwise defined in this Non-Disclosure Agreement have the meanings given to them in the RFO.
2. Participation. The Proponent agrees that as a condition of participating in the RFO, including the Competitive Selection Process, and access to the Data Room, the Proponent will comply with the terms of this Non-Disclosure Agreement and the terms of the RFO.
3. Confidentiality. The Proponent will comply with, and will ensure that all others associated with the Proponent also comply with, the Confidentiality Conditions attached as Schedule 1 to this Non-Disclosure Agreement, all of which conditions are expressly included as part of this Non-Disclosure Agreement.
4. Proponent Information. The Proponent represents that the information set forth in Schedule 2 to this Non-Disclosure Agreement is true and accurate in all respects.
5. Terms of RFO. The Proponent will comply with and be bound by and will ensure that all others associated with the Proponent also comply with and are bound by, the provisions of the RFO, all of which are incorporated into this Non-Disclosure Agreement by reference. Without limiting the foregoing, the Proponent agrees:

- a) that the terms of this Non-Disclosure Agreement do not limit the Proponent's obligations and requirements under the RFO, any Data Room agreement, or any other document or requirement of Lorna Mary Passafiume; and
 - b) to be bound by the disclaimers, limitations and waivers of liability and Claims and any indemnities contained in the RFO.
6. Amendments. The Proponent acknowledges and agrees that:
- a) Lorna Mary Passafiume may, in her respective sole discretion, amend the RFO at any time; and
 - b) by submitting an Offer, the Proponent accepts, and agrees to comply with, all such amendments and, if the Proponent does not agree to any such amendment, the Proponent's sole recourse is not to submit an Offer.
7. Representation and Customer Service. The Code of Ethics for the Real Estate Council of Ontario requires Commercial Realtors (e.g., Sales Representatives, Agents, Brokers) to disclose in writing the nature of their relationship and services they are providing. The Proponent acknowledges that Colliers has provided the Proponent with written information explaining agency relationships (attached hereto as Schedule "2".
- Working with a Commercial Realtor"). The Proponent acknowledges that Colliers will be providing Customer Service to Lorna Mary Passafiume and will not be representing the interests of the Proponent in connection with the RFO. Colliers is the agent and represents the interests of Lorna Mary Passafiume and has a fiduciary and primary duty to protect and promote the interests of Lorna Mary Passafiume. Colliers' duties to the Proponent include:
- To deal fairly, honestly and with integrity; to exercise due care in answering questions and providing information; and to avoid misrepresentation.
8. General.
- a) *Capacity to Enter into this Non-Disclosure Agreement.* The Proponent hereby represents and warrants that:
 - I. It has the requisite power, authority and capacity to execute and deliver this Non-Disclosure Agreement;
 - II. This Non-Disclosure Agreement has been duly and validly executed by it, or on its behalf by the Proponent's duly authorized representatives; and
 - III. This Non-Disclosure Agreement constitutes a legal, valid and binding agreement enforceable against it in accordance with its terms.
 - b) *Survival following cancellation of the RFO.* Notwithstanding anything else in this Non-Disclosure Agreement, if Lorna Mary Passafiume for any reason, cancels the Competitive Selection Process or the RFO, the Proponent agrees that it continues to be bound by, and will continue to comply with, Sections 3 and 5(b) of this Non-Disclosure Agreement.

- c) *Severability*. If any portion of this Non-Disclosure Agreement is found to be invalid or unenforceable by law by a court of competent jurisdiction, then that portion will be severed, and the remaining portion will remain in full force and effect.
- d) *Enurement*. This Non-Disclosure Agreement enures to the benefit of Lorna Mary Passafiume its successors and assigns and binds the Proponent and its successors.
- e) *Applicable Law*. This Non-Disclosure Agreement is deemed to be made pursuant to the laws of the Province of Ontario and the laws of Canada applicable therein and will be governed by, and construed in accordance with, such laws.
- f) *Headings*. The use of headings is for convenience only and headings are no to be used in the interpretation of this Non-Disclosure Agreement.
- g) *Gender and Number*. In this Non-Disclosure Agreement, words imputing any gender include all genders, as the context requires, and words in the singular include the plural and vice versa.
- h) *Including*. The word "including" when used in this Non-Disclosure Agreement is not to be read as limiting.

Yours truly.

(Name of Proponent)

Authorized Signatory

Authorized Signatory

Authorized Signatory

Authorized Signatory

Authorized Signatory

SCHEDULE 1
CONFIDENTIALITY CONDITIONS

1. Definitions. In these confidentiality conditions:
 - a) “Confidential Information” means all documents, knowledge and information provided by the Disclosing Party to, or otherwise obtained by, the Receiving Party, whether before or after the date of the RFO, whether orally, in writing or other visual or electronic form in connection with or relevant to the Purchase Opportunity, the RFO or the Competitive Selection Process, including without limitation, all design, operational and financial information, together with all analyses, compilations, data, studies, photographs, specifications, manuals, memoranda, notes, reports, maps, documents, computer records or other information in hard copy, electronic or other form obtained from the Disclosing Party or prepared by the Receiving Party containing or based upon any such information. Notwithstanding the foregoing, Confidential Information does not include information which:
 - I. is or subsequently becomes available to the public, other than through a breach by the Receiving Party of the terms of this Schedule 1;
 - II. is subsequently communicated to the Receiving Party by an independent third party, other than a third party introduced to the Receiving Party by the Disclosing Party or connected with the Purchase Opportunity, without breach of this Schedule 1 and which party did not receive such information directly or indirectly under obligations of confidentiality;
 - III. was rightfully in the possession of the Receiving Party or was known to the Receiving Party before the date of the RFO and did not originate, directly or indirectly, from the Disclosing Party;
 - IV. was developed independently by the Receiving Party without the use of any Confidential Information; or
 - V. is required to be disclosed pursuant to any judicial, regulatory or governmental order validly issued under applicable law;
 - b) “Disclosing Party” means Lorna Mary Passafiume or any of its Representatives;
 - c) “Permitted Purposes” means evaluating the Purchase Opportunity, preparing an Offer and any other use permitted by the RFO or this Non-Disclosure Agreement;
 - d) “Receiving Party” means a Proponent or any of its Representatives; and
 - e) “Representative” means a director, officer, employee, agent, accountant, lawyer, consultant, brokerage firm or any other person contributing to or involved with the preparation or evaluation of Offers or proposals, as the case may be, or otherwise retained by the Receiving Party or Lorna Mary Passafiume in connection with the Purchase Opportunity.
2. Confidentiality. The Receiving Party will keep all Confidential Information strictly confidential

and will not, without the prior written consent of Lorna Mary Passafiume, which may be unreasonably withheld, disclose, or allow any of its Representatives to disclose, in any manner whatsoever, in whole or in part, or use, or allow any of its Representatives to use, directly or indirectly, the Confidential Information for any purpose other than the Permitted Purposes. The Receiving Party will make all reasonable, necessary, and appropriate efforts to safeguard the Confidential Information from disclosure to any other person, firm, corporation, or other entity except as permitted in this Schedule 1 and will ensure that each of its Representatives agrees to keep such information confidential and to act in accordance with the terms contained herein.

3. **Ownership of Confidential Information.** Lorna Mary Passafiume owns all right, title and interest in the Confidential Information and subject to any disclosure requirements under applicable law, and except as permitted by this Schedule 1, the Receiving Party will keep all Confidential Information that the Receiving Party receives, has access to, or otherwise obtains, strictly confidential, for a period of three years after the date of the RFO, and will not, without the prior express written consent of an authorized representative of Lorna Mary Passafiume, which may be unreasonably withheld, use, divulge, give, release or permit or suffer to be used, divulged, given or released, any portion of the Confidential Information to any other person, firm, corporation or other entity for any purpose whatsoever.
4. **Limited Disclosure.** The Receiving Party may disclose Confidential Information only to those of its Representatives who need to know the Confidential Information for the purpose of evaluating the Purchase Opportunity and preparing its Offer or proposal as applicable and on the condition that all such Confidential Information be retained by each of those Representatives as strictly confidential. The Receiving Party will notify Lorna Mary Passafiume, on request, of the identity of each Representative to whom any Confidential Information has been delivered or disclosed.
5. **Destruction on Demand.** On written request, the Receiving Party will promptly deliver to Lorna Mary Passafiume, or destroy all documents and copies thereof in its possession or control constituting or based on the Confidential Information, and the Receiving Party will confirm that delivery or destruction to Lorna Mary Passafiume in writing, all in accordance with the instructions of Lorna Mary Passafiume (for this purpose information stored electronically will be deemed destroyed upon removal from all storage systems and devices); provided, however, that the Receiving Party may retain one copy of any Confidential Information which it may be required to retain or furnish to a court or regulatory authority pursuant to applicable law.
6. **Acknowledgment of Irreparable Harm.** The Receiving Party acknowledges and agrees that the Confidential Information is proprietary and confidential and that Lorna Mary Passafiume may be irreparably harmed if any provision of this Schedule 1 were not performed by the Receiving Party or any party to whom the Receiving Party provides Confidential Information in accordance with its terms, and that any such harm could not be compensated reasonably or adequately in damages. The Receiving Party further acknowledges and agrees that Lorna Mary Passafiume will be entitled to injunctive and other equitable relief to prevent or restrain breaches of any provision of this Schedule 1 by the Receiving Party or any of its Representatives, or to enforce the terms and provisions hereof, by an action instituted in a court of competent jurisdiction, which remedy or remedies are in addition to any other remedy to which Lorna Mary Passafiume may be entitled at law or in equity.

7. Waiver. No failure to exercise, and no delay in exercising, any right or remedy under this Schedule 1 by Lorna Mary Passafiume will be deemed to be a waiver of that right or remedy.

SCHEDULE 2

WORKING WITH A COMMERCIAL REALTOR® THE AGENCY RELATIONSHIP

In real estate, there are different possible forms of agency relationship:

1. Seller Representation

- When a real estate brokerage represents a seller, it must do what is best for the seller of a property.
- A written contract, called a listing agreement, creates an agency relationship between the seller and the brokerage and establishes seller representation. It also explains services the brokerage will provide, establishes a fee arrangement for the Commercial REALTORS® services and specifies what obligations a seller may have.
- A seller's agent must tell the seller anything known about a buyer. For instance, if a seller's agent knows a buyer is willing to offer more for a property, that information must be shared with the seller.
- Confidences a seller shares with a seller's agent must be kept confidential from potential buyers and others.
- Although confidential information about the seller cannot be discussed, a buyer working with a seller's agent can expect fair and honest service from the seller's agent and disclosure of pertinent information about the property.

2. Buyer's representation

- A real estate brokerage representing a buyer must do what is best for the buyer.
- A written contract, called a buyer representation agreement, creates an agency relationship between the buyer and the brokerage, and establishes buyer representation. It also explains services the brokerage will provide, establishes a fee arrangement for the Commercial REALTOR®'s services and specifies what obligations a buyer may have.
- Typically, buyers will be obliged to work exclusively with that brokerage for a period of time.
- Confidences a buyer shares with the buyer's agent must be kept confidential.
- Although confidential information about the buyer cannot be disclosed, a seller working with a buyer's agent can expect to be treated fairly and honestly.

3. Multiple Representation

- Occasionally a real estate brokerage will represent both the buyer and the seller. The buyer and seller must consent to this arrangement in writing. Under this multiple representation arrangement, the brokerage must do what is best for both the buyer and the seller.
- Since the brokerage's loyalty is divided between the buyer and the seller who have conflicting interests, it is absolutely essential that a multiple representation relationship be properly documented. Representation agreements specifically describe the rights and duties of everyone involved and any limitations to those rights and duties.

4. Customer Service

- A real estate brokerage may provide services to buyers and sellers without creating buyer or seller representation. This is called "customer service."
- Under this arrangement, the brokerage can provide many valuable services in a fair and honest manner.

This relationship can be set out in a buyer or seller customer service agreement.

- Real estate negotiations are often complex and a brokerage may be providing representation and/or customer service to more than one seller or buyer. The brokerage will disclose these relationships to each buyer and seller.