CONFIDENTIALITY AGREEMENT

CUSHMAN & WAKEFIELD
Southwestern Ontario

BETWEEN: SUNNINGDALE GOLF & COUNTRY CLUB LTD./Cushman & Wakefield Southwestern Ontario (the Confidential Information "Provider")
AND:

Brokers, Agents, Prospective buyer and all other associated with Prospective buyer (the Confidential Information "Recipient")

CONFIDENTIAL INFORMATION & FINANCIAL INFORMATION (the "Confidential Information") to be provided to the Recipient upon execution of this Agreement;

FOR PART OF THE PROPERTY KNOW AS: Part of Lot 16 of RCP 1028, City of London, County of Middlesex and more particularly identified as Part 1 of 33R-21091

DEFINITIONS AND INTERPRETATIONS: For the purpose of this Confidentiality Agreement, "Provider" includes the employees and principals of the Provider and "Recipient" includes the employees and principals of the Recipient, the employees, agents, consultants and lenders of the Recipients' principal and the parties specifically authorized under this Agreement to receive the Confidential Information. "Confidential Information" includes written, electronic and verbal information designated in the Agreement as confidential or proprietary.

TERMS: In consideration of receiving the Confidential Information from the Provider, the Recipient agrees to hold and treat the Confidential Information in the strictest confidence and agrees not to disclose the Confidential Information to any part who has not been authorized under this Agreement to receive the Confidential Information. This Agreement authorizes the Recipient to share the Confidential Information with only the Recipient and no others whatsoever unless first authorized in writing by the Provider.

The Confidential Information is provided for the sole and limited use by the Recipient, including the parties specifically authorized under this Agreement to receive the Confidential Information. If the Recipient intends to disclose any or all of the Confidential Information to any other party who is not authorized under this Agreement to receive the Confidential Information, the Recipient agrees to enter into a Confidentiality Agreement with the other party on the same terms and conditions as included herein and obtain the Provider's written authority prior to releasing the Confidential Information to the other party.

The Recipient shall be liable to the Provider for any no-compliance of this Confidentiality Agreement by the Recipient and for any disclosure of the Confidential Information by any other party who has received the Confidential Information from the Recipient. The Recipient agrees to make all inquiries and communications concerning the Confidential Information and the Property through the Provider. The Recipient agrees not to contact anyone other than the Provider for additional Information about the Property, including employees, tenants, business contacts, suppliers, government agencies, etc. or to inspect the Property, without the prior written consent of the Provider.

If the Recipient is no longer interested in continuing negotiations for the Property or completing a transaction with the Provider, the Recipient agrees to return all written Confidential Information to the Provider and to destroy any written and electronic copies in the Recipient's possession.

The Recipient agrees that any investigations of the Property are at the sole risk and expense of the Recipient and the Provider will not be liable for any costs related to such investigations or due diligence without the express written authorization from the Provider.

The Provider is not liable for the accuracy or completeness of the Confidential Information and is not liable in any way to the Recipient as a result of providing the Confidential Information to the Recipient.

Any liability or dispute arising out of this Confidentiality Agreement or any non-compliance with this Agreement shall be subject to and governed by the laws of the Province of Ontario.

The Recipient executing this Agreement agrees to inform any Recipient of the Confidential Information that the information is confidential.

Signature of Authorized Representative of Provider:

Company: Cushman & Wakefield Southwestern Ontario

PPRI: **Date:** 17-Sept-2021

(Authorized Representative/Signing Officer)

Address: 620A Richmond Street, 2nd Floor, London, ON N6A 5J9

Tel. No: 519-438-5588

Prospective Purchaser:

Name:

PER: **Date:**

I have authority to bind the Corporation

Address:

Tel. No:

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