

CONFIDENTIAL INFORMATION AND NON-DISCLOSURE UNDERTAKING

TO: Agricultural Research Institute of Ontario

AND TO: Ontario Infrastructure and Lands Corporation ("**OILC**")

AND TO: _____ (the "**Broker**") *[NTD: where the property is being sold directly (i.e. no broker involved) this additional addressee may be removed]*

RE: Proposed Sale of the lands and premises known municipally as 328 Victoria Road South, in the City of Guelph, as is more particularly described in the attached Schedule "A" (the "**Property**")

Recitals

A. OILC is the authorised agent for Agricultural Research Institute of Ontario , the registered owner of the Property (the "**Registered Owner**");

B. In connection with the potential sale of the Property, the Registered Owner, OILC and/or the Broker (if applicable) will provide to prospective purchasers certain information and documentation of a confidential nature, (the "**Confidential Information**" as hereinafter defined); and

C. For the purpose of evaluating the Property, the undersigned has requested OILC, the Registered Owner and/or the Broker (if applicable) or any of their advisors to provide Confidential Information relating to the Property, and the undersigned, being a prospective purchaser of the Property, (the "**Recipient**" as hereinafter defined) and the Co-Operating Brokerage, have agreed to enter into this Undertaking to keep the Confidential Information confidential and to avoid disclosure, publication or dissemination of the Confidential Information.

1. Definitions

"**Confidential Information**" means without limitation:

- (a) any environmental reports, archaeological reports, data, analyses, studies, or other documents, information or materials pertaining to the Property or any part thereof, the current or future development or use of the Property, or any aspect thereof furnished to the Recipient or to its Representatives by OILC or the Registered Owner or any of their advisors, whether furnished before or after the date of this Undertaking, and whether such information is oral or in writing or in any other form or otherwise recorded or gathered by inspection, whether originals, photocopies or telecopies of any documentation; and regardless of whether specifically identified as

“confidential”; and

- (b) all information obtained by the Recipient in the course of its due diligence investigations.

except information that is now, or subsequently becomes, generally available or known to the public through no fault or breach on the part of the Recipient.

“Co-Operating Brokerage” means any real estate agents and/or brokers retained or engaged by the Recipient in connection with the Property and who by their execution hereof are parties to and bound by the terms and conditions set forth in this Undertaking.

“Open Data” means data that is required to be released to the public pursuant to the Open Data Directive;

“Open Data Directive” means the Management Board of Cabinet’s Open Data Directive, updated on April 29, 2016, as amended from time to time;

“Person” includes, without limitation, any corporation, company, partnership or individual or any combination thereof.

“Recipient” means the prospective purchaser of the Property who by its execution hereof are parties to and bound by the terms and conditions set forth in this Undertaking.

“Representatives” includes directors, officers, appointees, employees and agents of the undersigned and includes, without limitation, the Co-Operating Brokerage, advisors, solicitors, accountants and consultants.

2. Confidentiality Obligations

In consideration of the Registered Owner, OILC and/or the Broker agreeing to provide the Recipient with the Confidential Information, the Recipient undertakes and agrees with the Registered Owner, OILC and the Broker that the Confidential Information relating to the Property shall be kept confidential by the Recipient and its Representatives and shall not be:

- (a) used by the Recipient or any of its Representatives in any way that is or would be detrimental to the Property, OILC, the Broker and/or the Registered Owner, to which the Confidential Information pertains, now or in the future;
- (b) disclosed by the Recipient or any of its Representatives in any manner whatsoever in whole or in part, without the prior written consent of OILC and the Registered Owner, which consent may be arbitrarily withheld; and
- (c) used by the Recipient or any of its Representatives, directly or indirectly for any purpose other than for evaluating the purchase of the Property.

3. Non-disclosure and Non-use of Confidential Information

The Recipient agrees that it shall:

- (i) not disclose, publish, or disseminate the Confidential Information to anyone other than to its Representatives, but only to the extent that its Representatives need to know for the purpose of evaluating the purchase of the Property;
- (ii) advise its Representatives of the confidential nature of the Confidential Information; and
- (iii) have its Representatives agree in writing to abide by the terms of this Undertaking and ensure that its Representatives treat such information confidentially.

The Recipient agrees not to use the Confidential Information otherwise for its own or any third party's benefit without the prior written approval of OILC and the Registered Owner in each instance, which consent may be arbitrarily withheld.

4. Ownership of Confidential Information

All Confidential Information, and any derivatives thereof whether created by the Registered Owner, OILC, the Broker (if applicable) the Recipient or the Representatives, remains the exclusive property of OILC and/or the Registered Owner and no licence or other rights to the Confidential Information are granted or implied hereby.

5. No Warranty

All Confidential Information is provided "**As Is**" and without any representation or warranty whatsoever, whether express or implied, as to its reliability, accuracy or completeness. The Recipient accepts the Confidential Information on an "**As Is**" basis and further agrees that neither the Registered Owner, OILC, the Broker (if applicable) nor any other author or person providing the Confidential Information shall have any liability whatsoever to the Recipient or its Representatives arising from the use of or any way relating to the Confidential Information.

6. Confidentiality of Negotiations

Without the prior written consent of OILC and the Registered Owner, which consent may be arbitrarily withheld, the Recipient shall not disclose, and shall direct its Representatives not to disclose, to any other person the fact that the Confidential Information has been made available to the Recipient, that discussions or negotiations are taking place amongst the Registered Owner, OILC, the Broker (if applicable) and the Recipient and its Representatives concerning the sale and purchase of the Property and any of the terms,

conditions or other facts with respect to any such possible transaction, including the status thereof.

7. Return of Documents

At any time, within ten (10) business days of receipt of a written request from OILC or the Registered Owner, the Recipient shall return to the Registered Owner, OILC and/or the Broker (if applicable) all documents furnished by OILC, the Registered Owner and/or the Broker (if applicable) to the Recipient or any of its Representatives containing the Confidential Information without retaining any copies thereof or any notes relating thereto. Any oral, visual, electronic or other information incapable of return as required by this Acknowledgment will be destroyed and/or deleted, as the case may be; failing which it will continue to be subject to the confidentiality restrictions of this Undertaking. The Recipient will certify, in a form satisfactory to OILC and the Registered Owner, the return of all Confidential Information and related notes.

8. Specific Performance

It is understood that a breach of any of the covenants or provisions contained herein may cause OILC and the Registered Owner to suffer irreparable harm or loss which cannot be adequately compensated for by damages and OILC and/or the Registered Owner may, in addition to any other remedies for relief, enforce performance of this Undertaking by injunction or specific performance without proof of actual damage to OILC and/or the Registered Owner and, notwithstanding that damages may be readily quantifiable. The Recipient agrees not to plead sufficiency of damages as a defence in the proceeding for such injunctive relief brought by OILC and/or the Registered Owner.

9. Indemnity

The Recipient shall be fully liable for any breach of the covenants and provisions contained herein, and agrees to indemnify and save harmless OILC, the Registered Owner and the Broker from and against any and all claims, demands, costs, damages, expenses and liabilities whatsoever arising from the Recipient's disclosure, publication or dissemination of the Confidential Information.

10. Co-Operating Brokerage

Any Co-Operating Brokerage that executes this Undertaking, acknowledges the terms and conditions thereof and agrees to be bound thereby in the same manner and to the same extent as the Recipient.

11. FIPPA, MFIPPA and Open Data Directive

Notwithstanding the above, the Recipient, the Co-Operating Broker, OILC and the Registered Owner acknowledge and agree that any Confidential Information released under this Undertaking may be required to be released pursuant to the provisions of the *Freedom*

of Information and Protection of Privacy Act (Ontario), the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario) and Open Data may be released pursuant to the Open Data Directive, as each may be amended or replaced from time to time. This acknowledgement shall not be construed as a waiver of any right to object to the release of any of the Confidential Information.

12. Enurement

The covenants and provisions of this Undertaking shall enure to the benefit of OILC, the Registered Owner and their respective successors and assigns, and shall be binding upon the Recipient and its heirs, executors, administrators, successors and assigns.

Dated this ____ day of _____, 2019.

• **[INSERT RECIPIENT NAME HERE]**

NTD: use this signing line where the recipient is a corporate entity

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/We have authority to bind the Corporation.

NTD: use this signing line where the recipient is an individual

Witness:

Name:

• **[INSERT NAME OF CO-OPERATING BROKERAGE, if applicable]**

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/We have authority to bind the Corporation.

Schedule "A"

The Property

PT Broken Front Lots 10, 11 and 12, Con 1 Division G Guelph Township Parts 1 to 13 and 16 to 19 inclusive on Reference Plan 61R-10430 Except Parts 1, 2, 4 and 7 on Reference Plan 61R-11036; Guelph; T/W ROS651254, S/T Easement over Parts 3 and 4, 61R10430 as in ROS390891; S/T Easement over Parts 9, 10 & 11, 61R10430 as in WC166385; T/W over PT 20, 61R10430 as in WC166386 being PIN 71236-0125(LT).

CONFIDENTIAL INFORMATION AND NON-DISCLOSURE UNDERTAKING

TO: Ontario Infrastructure and Lands Corporation (“**OILC**”)
AND TO: CBRE Limited (the “**Broker**”)
RE: The proposed sale of the lands and premises known as the Guelph-Wellington Detention Centre Lands and the Guelph Conservation Lands, as legally described in the attached Schedule A (collectively, the “**Property**”)

Recitalsin

- A. OILC is the authorised agent for Her Majesty the Queen in right of Ontario, as represented by the Minister of Government and Consumer Services, the registered owner of the Property (the “**Registered Owner**”);
- B. In connection with the potential sale of the Property, OILC and/or the Broker (if applicable) will provide to prospective purchasers certain information and documentation of a confidential nature, (the “**Confidential Information**” as hereinafter defined); and
- C. For the purpose of evaluating the Property, the undersigned has requested OILC and/or the Broker (if applicable) or any of their advisors to provide Confidential Information relating to the Property, and the undersigned, being a prospective purchaser of the Property, (the “**Recipient**” as hereinafter defined) and the Co-Operating Brokerage, have agreed to enter into this Undertaking to keep the Confidential Information confidential and to avoid disclosure, publication or dissemination of the Confidential Information.

1. Definitions

“**Confidential Information**” means without limitation:

- a) any environmental reports, archaeological reports, data, analyses, studies, or other documents, information or materials pertaining to the Property or any part thereof, the current or future development or use of the Property, or any aspect thereof furnished to the Recipient or to its Representatives by OILC or any of their advisors, whether furnished before or after the date of this Undertaking, and whether such information is oral or in writing or in any other form or otherwise recorded or gathered by inspection, whether originals, photocopies or telecopies of any documentation; and regardless of whether specifically identified as “confidential”; and
- b) all information obtained by the Recipient in the course of its due diligence investigations.

except information that is now, or subsequently becomes, generally available or known to the public through no fault or breach on the part of the Recipient.

“**Co-Operating Brokerage**” means any real estate agents and/or brokers retained or engaged by the

Recipient in connection with the Property and who by their execution hereof are parties to and bound by the terms and conditions set forth in this Undertaking.

“**Open Data**” means data that is required to be released to the public pursuant to the Open Data Directive;

“**Open Data Directive**” means the Management Board of Cabinet’s Open Data Directive, updated on April 29, 2016, as amended from time to time;

“**Person**” includes, without limitation, any corporation, company, partnership or individual or any combination thereof.

“**Recipient**” means the prospective purchaser of the Property who by its execution hereof are parties to and bound by the terms and conditions set forth in this Undertaking.

“**Representatives**” includes directors, officers, appointees, employees and agents of the undersigned and includes, without limitation, the Co-Operating Brokerage, advisors, solicitors, accountants and consultants.

2. Confidentiality Obligations

In consideration of OILC and/or the Broker agreeing to provide the Recipient with the Confidential Information, the Recipient undertakes and agrees with OILC and the Broker that the Confidential Information relating to the Property shall be kept confidential by the Recipient and its Representatives and shall not be:

- (a) used by the Recipient or any of its Representatives in any way that is or would be detrimental to the Property, OILC and the Broker, and/or the Registered Owner to which the Confidential Information pertains, now or in the future;
- (b) disclosed by the Recipient or any of its Representatives in any manner whatsoever in whole or in part, without the prior written consent of OILC, which consent may be arbitrarily withheld; and
- (c) used by the Recipient or any of its Representatives, directly or indirectly for any purpose other than for evaluating the purchase of the Property.

3. Non-disclosure and Non-use of Confidential Information

The Recipient agrees that it shall (i) not disclose, publish, or disseminate the Confidential Information to anyone other than to its Representatives, but only to the extent that its Representatives need to know for the purpose of evaluating the purchase of the Property, (ii) advise its Representatives of the confidential nature of the Confidential Information and (iii) have its Representatives agree in writing to abide by the terms of this Undertaking and ensure that its Representatives treat such information confidentially.

The Recipient agrees not to use the Confidential Information otherwise for its own or any third party's benefit without the prior written approval of OILC in each instance, which consent may be arbitrarily withheld.

4. Ownership of Confidential Information

All Confidential Information, and any derivatives thereof whether created by OILC, the Broker (if applicable) the Recipient or the Representatives, remains the exclusive property of OILC and no licence or other rights to the Confidential Information are granted or implied hereby.

5. No Warranty

All Confidential Information is provided "As Is" and without any representation or warranty whatsoever, whether express or implied, as to its reliability, accuracy or completeness. The Recipient accepts the Confidential Information on an "As Is" basis and further agrees that neither OILC, the Broker (if applicable) nor any other author of or person providing the Confidential Information shall have any liability whatsoever to the Recipient or its Representatives arising from the use of or any way relating to the Confidential Information.

6. Confidentiality of Negotiations

Without the prior written consent of OILC, which consent may be arbitrarily withheld, the Recipient shall not disclose, and shall direct its Representatives not to disclose, to any other person the fact that the Confidential Information has been made available to the Recipient, that discussions or negotiations are taking place amongst OILC, the Broker (if applicable) and the Recipient and its Representatives concerning the sale and purchase of the Property and any of the terms, conditions or other facts with respect to any such possible transaction, including the status thereof.

7. Return of Documents

At any time, within ten (10) business days of receipt of a written request from OILC, the Recipient shall return to OILC and/or the Broker (if applicable) all documents furnished by OILC and/or the Broker (if applicable) to the Recipient or any of its Representatives containing the Confidential Information without retaining any copies thereof or any notes relating thereto. Any oral, visual, electronic or other information incapable of return as required by this Acknowledgment will be destroyed and/or deleted, as the case may be; failing which it will continue to be subject to the confidentiality restrictions of this Undertaking. The Recipient will certify, in a form satisfactory to OILC, the return of all Confidential Information and related notes.

8. Specific Performance

It is understood that a breach of any of the covenants or provisions contained herein may cause OILC and the Registered Owner to suffer irreparable harm or loss which cannot be adequately compensated for by damages and OILC may, in addition to any other remedies for relief, enforce performance of this Undertaking by injunction or specific performance without proof of actual damage to OILC and/or the Registered Owner and, notwithstanding that damages may be readily quantifiable. The Recipient agrees not to plead sufficiency of damages as a defence in the proceeding for such injunctive relief brought by OILC.

9. Indemnity

The Recipient shall be fully liable for any breach of the covenants and provisions contained herein, and agrees to indemnify and save harmless OILC and the Broker from and against any and all claims, demands, costs, damages, expenses and liabilities whatsoever arising from the Recipient's disclosure, publication or dissemination of the Confidential Information.

10. Co-Operating Brokerage

Any Co-Operating Brokerage that executes this Undertaking, acknowledges the terms and conditions thereof and agrees to be bound thereby in the same manner and to the same extent as the Recipient.

11. FIPPA, MFIPPA and Open Data Directive

Notwithstanding the above, the Recipient, the Co-Operating Broker, OILC and the Registered Owner acknowledge and agree that any Confidential Information released under this Undertaking may be required to be released pursuant to the provisions of the *Freedom of Information and Protection of Privacy Act* (Ontario), the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario) and Open Data may be released pursuant to the Open Data Directive, as each may be amended or replaced from time to time. This acknowledgement shall not be construed as a waiver of any right to object to the release of any of the Confidential Information.

12. Enurement

The covenants and provisions of this Undertaking shall enure to the benefit of OILC, and their respective successors and assigns, and shall be binding upon the Recipient and its heirs, executors, administrators, successors and assigns.

Dated this ____ day of _____, 2019.

● [INSERT RECIPIENT NAME HERE]

NTD: use this signing line where the recipient is a corporate entity

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/We have authority to bind the Corporation.

NTD: use this signing line where the recipient is an individual

Witness:

Name:

• **[INSERT NAME OF CO-OPERATING BROKERAGE, if applicable]**

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/We have authority to bind the Corporation.

SCHEDULE A

The Property

The Guelph-Wellington Detention Centre Lands:

PIN 71236-0118 (LT), being Part Broken Front Lots 10 & 11, Concession 1 Division G Guelph Township, Parts 14, 15, 20 & 21 on Plan 61R-10430; together with Instrument No. ROS651254; subject to easement over Part 15 on Plan 61R-10430 as in Instrument No. WC81211; subject to easement over Part 20 on Plan 61R-10430 as in Instrument No. WC166386; City of Guelph, County of Wellington

The Guelph Conservation Lands:

PIN 71236-0104 (LT), Part of Broken Front Lot 11, East Side of Concession 1, Division G, Concession Division G, Guelph Township, as in Instrument No. BS6245, save and except Parts 3, 4 and 5 on Plan 61R-5103, Parts 3, 4, 5, 6, and 7 on Plan 61R-9688; Part of Broken Front Lot 12, East Side of Concession 1, Division G, Concession Division G, Guelph Township, as in Instrument No. BS6220, East of Railway and West of Speed River; subject to Instrument Nos. ROS390891 and ROS624153; together with Easement over Parts 9, 10 and 11 on Plan 61R-10430 as in Instrument No. WC166385, City of Guelph, Wellington County.