

CONFIDENTIALITY and NON-DISCLOSURE AGREEMENT

Avison Young
2900 – 1055 West Georgia Street
Vancouver, British Columbia V6E 3P3

Attention: Carey Buntain, Chris Wieser, Kevin Murray, and Megan Low

RE: Centra

Address: 340 Campbell Street, Nanaimo, BC

Legal: Lot A Section 1 Nanaimo District Plan EPP123051

(collectively, the "Property")

The Property is owned by a 340 CAMPBELL HOLDINGS LTD. (the "Vendor").

For the purposes of evaluating the sale offering for 340 Campbell Street, Nanaimo, BC, known as Centra (the "Property"), _____ (the "Undersigned", "we" or "us") request that Avison Young ("Broker") provide the Undersigned with confidential information relating to the Property.

Broker has available for review certain information (the "Property Information") (as defined below) concerning the Property. On behalf of the Vendor, Broker may make such Property Information available to the Undersigned upon execution of this Confidentiality Agreement. The Property Information is intended solely for the Undersigned's own limited use in considering whether to pursue negotiations to acquire the Property. This is not an agreement to sell the Property, nor an offer of sale. No agreement binding upon the Vendor, or any of its associated or affiliated companies, shall be deemed to exist, at law or equity, until the Vendor enters into a formal binding agreement of sale.

The Undersigned has requested various materials, documents, information, and other matters regarding the Property to be delivered and disclosed to the Undersigned upon execution of this Confidentiality Agreement (the "Property Information"). As a condition to, and in consideration of, the delivery and disclosure of the Property Information to us, the Undersigned agree as follows:

1. **Confidentiality:** We are active as a principal and agree to use the Property Information only for the exclusive purpose of evaluating our desire to acquire the Property, and not for any other purpose whatsoever. This is not an agreement to enter into a purchase agreement. No agreement binding upon the Vendor or any of its associated or affiliated companies shall be deemed to exist, at law or equity, until the Vendor enters into a formal binding agreement.

We agree that all the Property Information is confidential and that we shall not disclose any of the Property Information, whether furnished orally or in writing or gathered by inspection, and regardless of whether specifically identified as confidential, in any manner whatsoever, except to our affiliates and affiliated funds and our and their respective officers, directors, employees, members, partners, advisors (including, but not limited to, legal counsel, consultants, accountants and financial advisors), insurers, joint venture partners, development partners, investors, potential financing sources and their respective representatives (those of the foregoing who actually receive Property Information from us or at our direction, collectively, Representatives) who have reasonable need to know such Property Information and who have been directed by us to treat such information confidentially in accordance with the confidentiality and limited use terms of this Confidentiality Agreement. The term "Property Information" shall not include information that (a) was, is or becomes generally publicly available through no disclosure by the Undersigned or its Representatives in violation of the terms hereof, (b) was already in the possession of the Undersigned or its Representatives prior to disclosure pursuant hereto, (c) was, is or becomes available to the Undersigned or its Representatives on a non-confidential basis from a third party other than by or on behalf of the Vendor, (d) was or is independently developed by the Undersigned or its Representatives without use of the Property Information, or (e) is required to be disclosed by law, rule, regulation, order or legal process. We agree not to disclose the Property Information to any person or party other than our Representatives the fact that discussions or negotiations are taking place concerning the possible acquisition of the Property without the prior

written consent of the Vendors. We agree to inform any party or person whom we interact business relating to the potential purchase of the confidential nature of such information and direct them to comply with the confidentiality and non-use obligations under this Agreement. Any disclosure, except as authorized herein, without the prior written authorization by the Vendors shall be deemed a breach of this Agreement. We agree that any legal, financial or any other third-party advisors that are retained by us, to act on our behalf, will be compensated by us.

Upon the Vendor's written request, we agree to return or, at our option, destroy all documentation provided herewith comprising the Property Information. Notwithstanding anything to the contrary herein, we and our Representatives may retain Property Information: (a) as required by law, rule, regulation or bona fide compliance policy. We also agree not to use the information provided in any way detrimental to the Vendor or any parties assisting the Vendor.

2. We agree that the Vendors expressly reserves the right, at their sole discretion, to terminate discussions with any entity at any time with or without notice. The Vendors have no legal commitment or obligation to any entity reviewing the Property Information or making any offer to enter into a purchase agreement unless and until a written agreement has been executed and all conditions thereunder satisfied or waived.
3. That by accepting this material, you will not photocopy or duplicate it. The Undersigned agrees to not disclose this Property Information or any related material to any entity other than its registered Broker for its determination of whether or not to make a purchase proposal. Any disclosure, except as authorized herein, without the prior written authorization of Broker, shall be deemed a breach of this Agreement. You also agree that you will not use the Property Information or any of its contents and related information, in any fashion or manner whatsoever that may be detrimental to the interests of Vendor or Broker.
4. **Indemnity:** We agree to indemnify, defend and hold harmless the Vendors, and the respective partners, members, shareholders and employees of each of them, against any loss, claims, cause of action, damages, liability or expense, including legal fees, and liability of any nature, which may at any time be asserted against, or suffered by the Vendors, directly or indirectly, relating to, or arising out of, any breach of the terms of this agreement.
5. **Disclaimer and Waiver:** We acknowledge that the Vendor, and the respective partners, members, shareholders and employees of each of them, have not made any made any representations or warranties regarding the accuracy or completeness of the Property Information and that the Property Information is provided on a "without recourse" basis.
6. **Binding Agreement:** Upon execution hereof, this agreement shall be a binding agreement between the Undersigned and the Vendor. This Confidentiality Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia.

DATED this _____ day of _____, 2025

Corporation: _____

Signature: _____

Name / Title: _____

We have authority to bind the Corporation

Representing Agent (if applicable): _____