

CONFIDENTIALITY AGREEMENT

AVISON YOUNG COMMERCIAL REAL ESTATE SERVICES, LP, BROKERAGE

231 Shearson Crescent, Suite 102
Cambridge, ON N1R 1J5, Canada

Attention: **Mason Sinkeldam**, Sales Representative, **Chris Valeriote**, Sales Representative & Principal, **Ryan Wilkinson**, Sales Representative & Principal

Dear Sirs,

For the purposes of evaluating **101 Holiday Inn Drive, Cambridge, ON** (hereinafter referred to as "the Property").

I / We _____,
(hereinafter referred to as the "Buyer")

request that AVISON YOUNG COMMERCIAL REAL ESTATE SERVICES, LP, Brokerage (hereinafter referred to as ("**Avison Young**") provide the Buyer with confidential information relating to the Property.

In consideration of Avison Young agreeing to provide the Buyer with such information, the Buyer agrees with **SPENCER PROPERTIES LTD.** (the "**Vendor**"), and Avison Young as follows:

- (1) To treat confidentially, such information and any other information that Avison Young or the Vendor or any of their advisors furnishes to the undersigned, whether furnished before or after the date of this Agreement, whether furnished orally or in writing or otherwise recorded or gathered by inspection, and regardless of whether specifically identified as "confidential" (collectively, the "Evaluation Material").
- (2) Not to use any of the Evaluation Material for any purpose other than the exclusive purpose of evaluating the possibility of a purchase and sale transaction relating to the Property. The Buyer agrees that the Evaluation Material will not be used in any way detrimental to the Property, the Vendor, or Avison Young and that such information will be kept confidential by the undersigned, its directors, officers, employees and representatives and these people shall be informed by the undersigned of the confidential nature of such information and shall be directed to treat such information confidentially.
- (3) That if at any time, the undersigned considers a transaction which would involve a third party either purchasing the Property or any interest therein or evaluating the possibility of a purchase and sale transaction relating to the Property, the Buyer must receive the approval by Avison Young or the Vendor of such third party as a Buyer, which approval may be unreasonably withheld, furthermore the undersigned agrees to obtain from said third party a confidentiality agreement in a form satisfactory to Avison Young or the Vendor prior to disclosure to such party of any Evaluation Material relevant to this transaction.
- (4) The undersigned and its directors, officers, employees and representatives will not, without the prior written consent of Avison Young or the Vendor, disclose to any persons either the fact that discussions or negotiations are taking place concerning a possible transaction between the Vendor and the undersigned, nor disclose any of the terms, conditions or other facts with respect to any such possible transaction, including the status thereof.
- (5) The term "person" as used in this Agreement shall be broadly interpreted to include, without limitation, any corporation, company partnership or individual or any combination of one or more of the foregoing.
- (6) Not to have any contact with any tenant or tenants, nor enter into any discussion with any tenant or tenants, at the Property without the express written permission of the Vendor, as such contact may cause irreparable harm to the Vendor.
- (7) That any time, at the request of Avison Young or the Vendor, the undersigned agrees to promptly return all Evaluation Material without retaining any copies thereof or any notes relating thereto. The undersigned will certify as to the return of all Evaluation Material and related notes.

- (8) That in the event the undersigned is required or requested by legal process to disclose any of the Evaluation Material, the undersigned will provide Avison Young or the Vendor with prompt notice of such requirement or request so that Avison Young or the Vendor may take appropriate actions.
- (9) That the undersigned agrees that Avison Young nor the Vendor make no representations or warranties as to the accuracy or completeness of the Evaluation Material. The undersigned further agrees that neither Avison Young nor the Vendor, nor any other author of or person providing Evaluation Material shall have any liability to the undersigned or any of its representatives arising from the use of the Evaluation Material by the undersigned or its representatives.
- (10) The Buyer hereby agrees to observe all the requirements of any applicable privacy legislation including, without limitation, the Personal Information Protection and Electronic Documents Act (Canada) with respect to personal information which may be contained in the Evaluation Material.
- (11) This Agreement shall be governed by the laws of the Province of Ontario and those of Canada applicable therein.
- (12) This Agreement shall ensure to the benefit of Avison Young and the Vendor their respective successors and assigns and shall be binding upon the undersigned and its heirs, executors, administration, successors and assigns.
- (13) **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 Buyer acknowledges that Avison Young has provided the Buyer with written information explaining agency relationships (attached hereto as Schedule "A" – Working with a Commercial Realtor"). The Buyer acknowledges that Avison Young will be providing Customer Service to the Buyer, and possibly other potential buyers, and will not be representing the interests of the Buyer in this transaction. Avison Young is the agent and represents the interests of the Vendor and has a fiduciary and primary duty to protect and promote the interests of the Vendor-Client. Avison Young's duties to the Buyer include: to deal fairly, honestly and with integrity; to exercise due care in answering questions and providing information; and to avoid misrepresentation.

DATED at _____, this _____ day of _____, 2025.

BUYER

Corporate Name

By (Authorized Signing Officer's Signature)

Officer's Name and Title

Buyer's Address

Email Address ☐ Please e-mail detailed particulars of this sale.

Phone Number

REPRESENTATIVE (if applicable)

Company Name

Agent's Signature

Name and Title

Location

Email Address ☐ Please e-mail detailed particulars of this sale.

Phone Number

Please send an executed copy of the Confidentiality Agreement to mason.sinkeldam@avisonyoung.com to access the data room for more details.