



Avison Young Commercial Real Estate Services, LP

TD Cornerstone Commercial Realty Inc

DATE: _____

TO: **AVISON YOUNG COMMERCIAL REAL ESTATE SERVICES, LP ("Avison Young") & TD CORNERSTONE COMMERCIAL REALTY INC ("TD), collectively (the "Advisors")**

AND TO: **ICE DISTRICT BLOCK BG CORP. ("Vendor")**

RE: **Confidentiality Agreement – 10308 – 103 Street NW, Edmonton, AB ("Property")**

We have been advised that the Advisors have been retained by the Vendor as its exclusive agent to arrange a sale of the Property. The Vendor has requested that all interested parties should direct all inquiries and communications through the Advisors only. We have requested that you furnish us with certain information concerning the Property. This information may include, without limitation, (i) an offering memorandum or materials, (ii) various other documents and data concerning the Property whether delivered in writing, orally, or through authorized access to a designated due diligence extranet site, and (iii) any work product developed from any of the foregoing (collectively, **"Evaluation Material"**). We acknowledge and agree that the Evaluation Material will be furnished to us only on the condition that we agree to treat the Evaluation Material in strict confidence in accordance with the following terms and conditions (the **"Agreement"**):

1. This Agreement shall terminate upon the date which is two (2) years after the date hereof. All Evaluation Material relating to the Property which may be furnished to any Recipient (as hereinafter defined) under this Agreement shall continue to be the Property of the Vendor and/or the Advisors, as the case may be. The Evaluation Material will be used by the Recipient solely for the purpose of evaluating the possible acquisition of the Property and will not be used in any manner detrimental or adverse to Vendor, the Property, the manager(s) of the Property or any partner, fellow member or lender of any Vendor or manager(s) of the Property. As soon as reasonably possible upon Vendor's or the Advisors' request or upon the termination of our Agreement, we will return to Vendor or the Advisors, as applicable, or, to the extent permitted by law, destroy, all Evaluation Material and any other written material containing or reflecting any of the Evaluation Material that has been provided to or created by us, and will not retain any copies, extracts, or other reproductions in whole or in part of such written materials.

2. We agree to keep all Evaluation Material strictly confidential and shall not disclose the contents thereof to any person without both the Advisors' and Vendor's prior written consent; provided, however, that the Evaluation Material may be disclosed to our key employees, and the Recipient's outside counsel, accountants, and institutional lenders where applicable, acting on behalf of Recipient on a strictly "need to know" basis, and solely for the purposes set forth herein. We, together with any person to whom we disclose all or any portion of the Evaluation Material, pursuant to the terms hereof, are referred to herein individually and collectively as **"Recipient(s)"**. Any Recipient other than us receiving Evaluation Material shall, prior to receiving such Evaluation Material from us, be informed of the confidential nature of such Evaluation Material and the terms of this Agreement and directed not to disclose the Evaluation Material to any third party. We agree that we will be responsible for any breach of the terms and conditions set forth in this Agreement by a party to whom we have disclosed the Evaluation Material. We will immediately notify the Advisors and Vendor in writing of any breach of this Agreement by any Recipient which may come to our attention. In addition, the Recipients will not disclose to any person, unless otherwise required by subpoena or mandated by law, (i) the fact that the Evaluation Material has been made available to it or that it has inspected any portion of the Evaluation Material; (ii) the fact that any discussions or negotiations are taking place concerning the proposed transaction regarding the Property; or (iii) any of the terms, conditions or other facts pertaining to the proposed transaction regarding the Property, including the status thereof. The provisions of this Paragraph 2 shall not apply to information (i) which is or becomes subject to a properly issued subpoena by a court of competent jurisdiction, or (ii) is generally available to the public other than as a result of a breach of this Agreement; provided, however in any of the foregoing instances, we agree to promptly notify Vendor of such required disclosure and when reasonably possible with sufficient advance notice to permit Vendor to seek a protective order or to take other appropriate action to waive compliance.

3. We acknowledge and agree that neither Vendor nor the Advisors nor any director, officer, employee, partner, member, agent, counsel, or representative of Vendor or the Advisors, including without limitation any lawyer, asset manager, management company, appraiser or engineer retained by Vendor or the Advisors (collectively, the **"Owner Representatives"**) make any representation or warranty whatsoever as to the accuracy or completeness of the Evaluation Material. Any financial information and/or projections contained in the Evaluation Material represent estimates based on assumptions believed to be reasonable under the circumstances, although they have not been independently verified, and no representation or warranty of any kind whatsoever (including, but not limited to, reasonableness, accuracy, or completeness) is made by Vendor, the Advisors or the Owner Representatives. the Advisors and Vendor expressly disclaim any and all liability for representations or warranties, express or implied, regarding the Evaluation Material or that actual results will conform to projections in the Evaluation Material; and we agree that neither the Advisors nor Vendor nor the Owner Representatives shall have any liability to us or to any Recipient resulting from our or their use or reliance upon the Evaluation Material, whether or not a purchase of the Property is consummated. We represent that we will conduct our own independent investigations for all those matters which we deem necessary or appropriate to evaluate any proposed transaction involving the Property. In the event that Vendor and we enter into a definitive agreement for the purchase and sale of the Property, the provisions of this Section 3 are subject to the terms of such definitive agreement concerning the Evaluation Material.

4. We agree to be responsible for the payment of any fee, commission, or other compensation payable to any broker, finder or agent who alleges it has dealt with or through us, other than the Advisors, and the Advisors shall have no obligations to share any part of its commission with any broker, agent, finder or any other person or entity who has dealt with or through us. The undersigned hereby agrees to indemnify and hold harmless each of the Vendor and the Advisor from and against any and all losses, claims, damages, costs, expenses, liabilities and obligations that may be suffered or incurred, whether directly or indirectly, by the Vendor and/or the Advisor arising from or in respect of any breach of this Agreement by the undersigned. The undersigned acknowledges that a breach of this Agreement may cause the Vendor and the Advisor to suffer loss for which damages could not provide adequate compensation. Accordingly, in addition to any other remedy or relief, the Vendor or the Advisor may enforce the performance of this Agreement by injunction or specific performance upon application to a court of competent jurisdiction without proof of actual damage to the Vendor and/or the Advisor.

5. This Agreement shall be (i) binding on us and inure to the benefit of the Vendor and the Advisors and their respective successors or assigns and (ii) governed by and construed in accordance with the internal laws of the Province of Alberta and the federal laws of Canada applicable therein. The submission of the evaluation material and any draft purchase agreement for examination is not intended to, nor will it constitute an offer to sell the Property, or a reservation of, or option or proposal of any kind for the sale or purchase of the Property. In no event will the submission of the evaluation material or draft purchase agreement create any obligation or liability upon Vendor or the Advisors whatsoever. We expressly acknowledge and agree that: 1) The selection of the winner of the bid process is at the sole discretion of the Vendor; 2) The Vendor is under no obligation to accept any proposal received as a result of the bid process or to select/award a purchaser if it chooses not to for any reason; 3) That the Advisors and its representatives are not required to explain why a particular bidder was or was not successful under the bid process unless it had first received instructions in writing from the Vendor to do so and 4) We shall indemnify and hold the Advisors, its parent and affiliates, representatives and the Vendor harmless from any and all losses, costs and damages (including loss of profits/consequential damages) that may occur as a result of us not being awarded the right to purchase the Property under the bid process for any reason.

6. The provisions of this Agreement shall survive any termination of our review of the Evaluation Material. Without the prior consent of Vendor, neither we nor any of the Recipients shall communicate (regarding the proposed transaction, the Vendor or the Property) with (a) any employee, manager or consultant of the management company retained by Vendor to manage the Property, (b) any tenant, subtenant, or other occupant of the Property, (c) any lender (or any loan participant of any such lender) to Vendor, (d) any other third party other than one of our representatives, or (e) any partner or fellow member of Vendor.

7. We acknowledge that money damages would not be a sufficient remedy for any violation of the terms of this Agreement and, accordingly, Vendor and/or the Advisors will be entitled to specific performance and injunctive relief as remedies for any violation. These remedies will not be exclusive remedies but will be in addition to all other remedies available to Vendor and/or the Advisors at law or equity.



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8. The Recipients agree not to visit the Property, other than areas open to the general public, without prior notice being given to and permission provided by the Advisors and Vendor.

9. Any modification or amendment to this agreement must be made in writing and signed by all parties.

10. This agreement constitutes the entire agreement between the parties, and supersedes all prior representations, negotiations, understandings and agreements, oral or written, between the parties with respect to the object of this agreement.

11. We hereby consent to receive electronic communications from the Advisors, including without limitation market research, news, publications and invitations to various programs and events. We may withdraw our consent or change our preferences at any time by writing to the Advisors.

Yours truly,

Printed Name: _____

For and on behalf of:

Company: _____

Name: _____

Title: _____

Email: _____

Phone: _____

Additional Emails for Data Room Access:
