

CONFIDENTIALITY AGREEMENT

AVISON YOUNG COMMERCIAL REAL ESTATE SERVICES, LP, BROKERAGE

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Attention: Kelly Avison, Neil Musselwhite, David Lieberman, Jonathan Hittner (the Seller's "**Designated Representative(s)**")

Dear Sirs:

For the purposes of evaluating **130 Queens Quay East, Toronto, ON** (hereinafter referred to as the "**Property**")

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

warrants and confirms that _____ (hereinafter referred to as the "**Buyer's Broker**") is representing the Buyer under a Buyer agency agreement and has introduced said Buyer to the Property.

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

In consideration of Avison Young agreeing to provide the Buyer with such information, the Buyer agrees with **msi Spergel Inc. solely in its capacity as Court-appointed receiver and manager, without security, of the assets, undertakings, and properties of Toronto Artscape Inc.** (the "**Seller**"), and Avison Young as follows:

- (1) To treat confidentially, such information and any other information that Avison Young or the Seller 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 and Buyer's Broker agree that the Evaluation Material will not be used in any way detrimental to the Property, the Seller, 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 prior written approval by Avison Young or the Seller 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 Seller 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 Seller, disclose to any persons either the fact that discussions or negotiations are taking place concerning a possible transaction between the Seller 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 Seller, as such contact may cause irreparable harm to the Seller.
- (7) That any time, at the request of Avison Young or the Seller, the undersigned agrees to promptly return all Evaluation Material without retaining any copies thereof (including any electronic copies) 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 Seller with prompt notice of such requirement or request so that Avison Young or the Seller may take appropriate actions.
- (9) That the undersigned agrees that Avison Young nor the Seller make no representations or warranties, express or implied, as to the accuracy or completeness of the Evaluation Material. The undersigned further agrees that neither Avison Young nor the Seller, 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) Upon successful closing of an agreement of purchase and sale to the Buyer, the Buyer's Broker's commission of **0.75%** of the closing sale price shall be paid by Avison Young as per the terms and conditions governed by the Listing Agreement between Avison Young and the Seller and (if applicable) as per Toronto Real Estate Board's MLS guidelines. The noted co-operating broker fee is an "override fee" that is in addition to the Listing Broker's fee paid by the Vendor/Seller.
- (11) The undersigned 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.
- (12) This Agreement shall be governed by the laws of the Province of Ontario and those of Canada applicable therein.
- (13) This Agreement shall enure to the benefit of Avison Young and the Seller, their respective successors and assigns and shall be binding upon the undersigned and its heirs, executors, administrators, and their successors and assigns.

(14) **The Buyer acknowledges and agrees:**

- a) **has received a copy of the "RECO Information Guide – Working with a Real Estate Agent" from Avison Young, the Seller's Designated Representative(s), and/or the Buyer's Broker) via the link below:**

[Working with a Real Estate Agent](#)

- b) **the Buyer is represented by the Buyer's Broker, and acknowledges that neither Avison Young nor the Designated Representative(s) are providing any multi-representation services to the Buyer.**

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

Buyer's Name (Please Print)

Buyer's Broker Name (Please Print)

By (Authorized Signing Officer Signature)
I have authority to bind the company

By (Authorized Signing Officer Signature)
I have authority to bind the company

(Officer's Name and Title)

(Officer's Name and Title)

(Officer's Address)

(Officer's Address)

(Telephone Number)

(Telephone Number)

(Email Address: Buyer)

(Email Address: Co-operating Broker)