

CONFIDENTIALITY AGREEMENT

Re: 185 Provencher

("The Property")

Winnipeg, Manitoba, Canada

In connection with our analysis of a possible acquisition of the above referenced office building, _____ ("The Prospective Buyer"), located in the City of Winnipeg recognize that certain non-public, confidential, proprietary information ("Confidential Information") may be furnished to the undersigned by Avison Young Commercial Real Estate (Manitoba) Inc. ("Avison Young"), its affiliates, the Owner and/or its employees or agents.

The term "Confidential Information" shall be deemed to include all notes, analyses, compilations, studies, interpretations or other documents that contain, reflect or are based upon, in whole or in part, the information furnished to the undersigned pursuant hereto.

The Confidential Information shall be used only for the purpose of evaluating a possible acquisition of The Property. The undersigned agrees not to disclose the Confidential Information to any third party without the consent of Avison Young, except as may be required by law, and, upon request, to return to Avison Young the Confidential Information, together with all copies or translations thereof, or to destroy same.

The Prospective Buyer understands and acknowledges that Avison Young and the Owner do not make any representations or warranty as to the accuracy or completeness of the Confidential Information. The information used in the preparation of the Confidential Information was furnished to Avison Young and the Owner by others and has not been independently verified by Avison Young and is not guaranteed as to completeness or accuracy by Avison Young or the Owner.

The Prospective Buyer hereby agrees to indemnify and hold harmless Avison Young, its affiliates, the Owner and its employees, agents, successors and assigns against and from any damage, loss, liability or expense, including attorney's fees, arising out of any breach of any of the terms of this Confidentiality Agreement ("Agreement").

The Prospective Buyer acknowledges that The Property has been offered for sale subject to withdrawal from the market, change in offering price and other terms, prior sale or rejection of any offer because of the terms thereof, lack of satisfactory credit references of any prospective purchaser, or for any other reason whatsoever, without notice.

The undersigned represents that each of its partners, officers and employees has been formally apprised of his or her obligations concerning the confidentiality of client affairs and information and that any of the undersigned individual(s) executing this Agreement on behalf of their company, represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of The Prospective Buyer.



This Agreement shall be governed in accordance with the laws of the Province of Manitoba.

As the foregoing terms and conditions of this Agreement are agreed to and accepted, upon The Prospective Buyer's execution of this Agreement and its delivery via email to wes.schollenberg@avisonyoung.com or Avison Young at **(204) 5601501**, Avison Young will immediately deliver one (1) copy of the Confidential Investment Summary to The Prospective Buyer.

ACCEPTED AND AGREED TO on this _____ day of _____, 2024.

The Prospective Buyer

Per: _____
Authorized Signing Officer

Print Name

Title

Address

Street

Province and Postal Code

City,

Phone: (_____) _____ - _____

Fax: (_____) _____ - _____

Email: _____

