

## **CONFIDENTIALITY AGREEMENT**

**TO:** 2082307 Alberta Ltd. (the "Owner")

The undersigned is considering making an Offer to Purchase (the "Purchase") from the Owner of the Property(s) known as 2404 16 Ave NW, Edmonton, AB (the "Building") and legally described as Plan 1723002, Block 13, Lot 1. As a result, the Owner is providing to the undersigned certain information about the building, which is non-public, confidential, or proprietary in nature. All such information and copies thereof together with any analyses, studies, or other documents prepared by the undersigned or agents, representatives or employees of the undersigned which contain or otherwise reflect such information together with information which is delivered verbally and is identified as confidential is referred to herein collectively as the "Confidential Information".

As a condition and in consideration of your agreement to make the Confidential Information available, the undersigned covenants, acknowledges and agrees as follows:

1. That it will keep the Confidential Information confidential and will:
  - a) not use the Confidential Information in any way detrimental to the Owner or its tenants;
  - b) not use the Confidential Information in any way other than in connection with the undersigned's evaluation of the Purchase;
  - c) not reveal the Confidential Information to its agents, representatives, and employees except to such of the aforesaid who agree to be bound by the terms of this agreement and who need the Confidential Information to evaluate the Purchase. The undersigned acknowledges that it is responsible for any breach of this agreement by its agents, representatives and employees.
2. That it may not assign or delegate any of its obligations pursuant to this agreement without the prior written consent of the Owner.
3. That it will keep record of the Confidential Information furnished and of its location. Confidential Information, except that portion consisting of analyses, complications and studies, remains the property of the Owner and will be returned to it immediately upon request, together with all copies of the Confidential Information made by the undersigned.
4. That it will provide the Owner with prompt written notice of the circumstances surrounding any disclosure by it of Confidential Information, whether under compulsion of law or otherwise, in order that the Owner may seek a protective order or other appropriate remedy or waive compliance with this agreement. If a protective order is sought but not obtained or if the Owner waives compliance with this agreement, the undersigned will release only such Confidential

Information as it is advised by written opinion of counsel is required and will use its best efforts to ensure that the Confidential Information is given confidential treatment.

5. That it hereby indemnifies and saves harmless the Owner, its successors and assigns, from any and all claims, losses, costs, or damages suffered or incurred by or against the Owner by reason of the owner releasing the Confidential Information to the undersigned.
6. This registration shall be in effect for One Hundred Eighty Days [180] days from the date hereof and will automatically extend if negotiations are ongoing. The Vendor hereby certifies that it has full power and authority to enter into this agreement with Avison Young Commercial Real Estate Services, LP and intends to be bound by it.

DATED this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

X \_\_\_\_\_  
Buyer

Company: \_\_\_\_\_

Contact: \_\_\_\_\_

Address: \_\_\_\_\_

City/Prov.: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

<p>Please return via email to ATTN: Brannon Guenette Email: <a href="mailto:brannon.guenette@avisonyoung.com">brannon.guenette@avisonyoung.com</a></p>
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