

## CONFIDENTIALITY AGREEMENT

TO: **GWL Realty Advisors Inc.**  
**1900, 530 – 8th Avenue SW**  
**Calgary, AB T2P 3S8**

In connection with a possible acquisition by us of the property known as Airfreight Logistics Centre, 46, 47, 49, 52 and 58 Aero Drive N.E. located in Calgary, Alberta (collectively, the "Property"), we acknowledge that GWL Realty Advisors Inc., on behalf of an institutional client (collectively, the "Vendor"), and CBRRE Limited (the "Agent") are prepared to furnish us and our representatives with certain information which is non-public, confidential or proprietary in nature. As a condition of furnishing such information to us, we understand that the Vendor requires that we agree to keep such information in confidence.

All information concerning the above Property, whether oral or in writing, furnished to us or our representatives, and all analyses, compilations, data, studies or other documents or records (whether in writing or stored in computerized, electronic, disk, tape, microfilm or other form) prepared by us or our representatives containing or based, in whole or in part, upon any such furnished information is referred to in this agreement as the "Information". Notwithstanding the foregoing, Information does not include information that:

- a) is already known to us;
- b) is or becomes part of the public domain other than as a result of a disclosure by you or anyone to whom you transmit the information; or
- c) becomes available to us from a source not known to us to be bound by confidentiality.

We may transmit the Information to such of our officers, directors, employees or legal advisors (collectively referred to in this agreement as "Representatives") but only to the extent that they need to know the Information for the purpose of considering a purchase of the Property, are informed by us of the confidential nature of the Information and agree, in writing, to be bound by the terms set out in this letter in the same way that we are. We agree to be responsible for any breach of the provisions of this letter by any of our Representatives and agree to indemnify and save harmless the Vendor for any such breach by our Representatives. This Agreement shall be governed and construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein.

The Information and any additional information which will be made available have been prepared by the Agent and/or the Vendor and are being delivered to assist a prospective purchaser in deciding whether they wish to acquire the Property. The Information does not purport to be all-inclusive or to contain all the information that a prospective purchaser may require in deciding whether or not to purchase the Property. The Information is for information and discussion purposes only and does not constitute an offer to sell or the solicitation of any offer to buy the Property.

The Information has been obtained from various sources considered to be reliable. Neither the Vendor nor the Agent make any representations, declarations or warranties, expressed or implied, as to the accuracy or completeness of the information or statements contained therein or otherwise and such information should not be relied upon by prospective purchasers without independent investigation and verification. The Vendor and the Agent expressly disclaim any and all liability for any errors or omissions in the Confidential Information or any other written or oral communication transmitted or made available.

In consideration of the Vendor and the Agent providing the Information, we agree that all Information shall be kept strictly confidential and shall not be used by us in any way detrimental to the Vendor, disclosed by us or our Representatives in any manner whatever in whole or in part, without the Vendor's or Agent's prior written consent, which consent may be arbitrarily or unreasonably withheld, or used by us or our Representatives, directly or indirectly, for any purpose other than for purposes of considering a purchase of the Property.

In the event that we or anyone to whom we transmit the Information pursuant to this Agreement become legally compelled to disclose any of the Information, we will provide the Vendor and Agent with the prompt notice thereof so that the Vendor may seek a protective order or other appropriate remedy or the Vendor may, in its sole discretion, waive compliance.

If for any reason whatsoever the purchase is not completed, we will, if requested, promptly deliver to the Vendor or destroy all records containing the Information, without retaining copies.

Except with the prior written consent of the Vendor, the prospective purchaser and its affiliates and their respective Representatives shall not contact or speak with any employees or consultants of the Vendor or tenants of the Property in connection with the acquisition of the Property.

Acknowledged and Accepted this \_\_\_\_ day of \_\_\_\_\_ 2023.

Per: \_\_\_\_\_

Name: \_\_\_\_\_

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

Position: \_\_\_\_\_