

CONFIDENTIALITY AGREEMENT

This CONFIDENTIALITY AGREEMENT (the “**Agreement**”) is made as of _____, 2024 by _____ (“**Purchaser**”) in favor of **Manulife Alberta Property Portfolio Inc.** (the “**Company**”).

PREAMBLE

The Purchaser is contemplating the acquisition of certain property (the “**Transaction**”) known as 736 6 Avenue SW, Calgary, Alberta (the “**Property**”). Accordingly, the Company will provide certain information about the Property, the Company and the Transaction to Purchaser to enable Purchaser to evaluate the Transaction.

AGREEMENT

1. ***Purpose.*** The Purchaser agrees that its review and inspection of the Confidential Information shall be solely for the purpose of evaluating the Transaction on its own behalf and not as an agent, or representative of any undisclosed party.
2. ***Confidential Information.***
 - a. ***Inclusions.*** “Confidential Information” means (i) all information and documents, in any medium, in any way related to the Company or the Property, its operation or sale, furnished to, or otherwise made available for review to Purchaser, its affiliates, employees, officers, directors, agents, advisors (including its attorneys, accountants, consultants, bankers and financial advisors) and representatives (collectively, the “**Representatives**”) and (ii) all analyses, compilations, data, studies, reports or other information or documents prepared or obtained by Purchaser or its Representatives containing or based in whole or in part on the information or documents described in the preceding clause.
 - b. ***Exclusions.*** The term Confidential Information shall not include information which: (i) was already known to the Purchaser prior to it being furnished pursuant to this Agreement from non-Company sources not known by the Purchaser to be subject to any confidentiality obligations to the Company; (ii) is or becomes generally available to the public, other than as a result of a disclosure by the Purchaser or any of its Representatives; or (iii) is legally required to be disclosed by law or by regulatory or judicial process following an external demand for information such as a subpoena, interrogatory, civil investigative demand or similar process (a “**Required Disclosure**”). In the event Purchaser or its Representatives are required to disclose the Confidential Information pursuant to a Required Disclosure, Purchaser shall give the Company prompt written notice and shall reasonably cooperate with the Company’s efforts to limit or resist the Required Disclosure.
3. ***Non-Disclosure and Use of Confidential Information.***
 - a. ***Confidential Obligation.*** In consideration of the Company agreeing to provide the Confidential Information, the Purchaser agrees that, except as set forth below,

all Confidential Information shall be used by the Purchaser solely for the purpose stated in Section 1 hereof. Purchaser agrees that it will treat, and shall cause its Representatives to treat, any and all Confidential Information only in accordance with the terms of this Agreement and shall observe and cause its Representatives to observe all of the terms of this Agreement. The Purchaser further agrees not to disclose any of the Confidential Information without the prior written consent of the Company to any third party other than to its Representatives, and then only to its Representatives who have a need to know the Confidential Information for the purpose described in Section 1. Purchaser agrees to notify the Company, if requested to do so, as to its Representatives' identities (on a company by company basis) concurrently with the delivery of any portions of the Confidential Information to such Representatives.

- b. Disclaimer.** The Confidential Information does not purport to be all-inclusive or to contain all information that a Purchaser may desire. The Purchaser understands and acknowledges neither the Company, nor any of their employees or agents, makes any representations or warranties as to the accuracy or completeness of the Confidential Information and that the information has not been independently verified by the Company. The Confidential Information is not guaranteed as to completeness or accuracy nor is it intended as a substitute for independent due diligence and analysis by a prospective purchaser. The Purchaser acknowledges that the Company has no responsibility to update the Confidential Information. Purchaser agrees to release and hold harmless the Company and its Representatives from and against any and all liability with respect to the Confidential Information, and any and all actions, suits, claims, demands, losses, costs and expenses (including attorneys' fees and disbursements) arising out of or in any way related to the use or further distribution of the information supplied in accordance with the terms of this Agreement.
- 4. Waiver.** No waiver of consent of the Company under this Agreement in one instance shall constitute a waiver or consent of the Company in any future circumstance.
- 5. Assignment.** Purchaser may not assign its rights or obligations under this Agreement to any person or entity without the prior written consent of the Company. Subject to the foregoing, this Agreement shall be binding on the respective successors and assigns of the parties to this Agreement.
- 6. Term.** The terms and conditions of this Agreement shall remain in full force and effect for 36 months from the date hereof.
- 7. Enforcement; Equitable Relief.**

 - a. Breach.** In the event the Purchaser or any of its Representatives fails in any respect to comply with the terms and provisions of this Agreement (a "**Breach**") prior to entering into a definitive agreement to acquire the Property (a "**Purchaser Agreement**"), the Company is entitled to terminate any dealings or negotiations with the Purchaser in connection with the Property, in addition to any and all

other rights and remedies allowable under law or in equity. In the event of any such Breach, this Agreement may be enforced by the Company.

- b. Equitable Relief.** The Confidential Information has a competitive value and thus, solely for purposes of obtaining equitable relief, irreparable damage will result to the Company if the Confidential Information were disclosed other than as permitted under this Agreement or were used for any purpose other than as set forth in Section 1. Accordingly, money damages would not be a sufficient remedy for any breach of this Agreement by Purchaser or its Representatives, and the Company will be entitled to seek equitable relief, including an injunction and specific performance, as a remedy for such Breach.
- c. Cumulative Rights and Remedies.** The rights, powers and remedies provided for in this Agreement shall be in addition to and do not preclude the exercise of any other right, power or remedy available under law or in equity. No forbearance, failure or delay in exercising any such right, power or remedy shall operate as a waiver thereof or preclude its further exercise.

The terms of this Section 7 shall survive the expiration or earlier termination of this Agreement.

- 8. Indemnity.** Purchaser indemnifies and agrees to hold harmless the Company against any losses, actual damages, costs, fees expenses, claims, suits, judgments, awards and liabilities of any kind or nature (including all reasonable attorneys' fees and costs) incurred by the Company arising out of or in any way related to a Breach of this Agreement by Purchaser or its Representatives. The terms of this Section 8 shall survive the expiration or earlier termination of this Agreement.
- 9. Return; Destruction.** The Purchaser shall destroy or, at the Company's request, deliver to the Company any compilations, studies, notes or other documents or records which contain or reflect Confidential Information or were generated based upon any Confidential Information. At the Company's request, one of Purchaser's authorized officers will provide written confirmation to the Company that the Confidential Information has been returned or destroyed as required herein.
- 10. No Obligation to Sell.** The undersigned acknowledges and agrees that the Company shall in no way be deemed to have agreed to sell the Property or any interest in it or to have made any other agreement or promise except as may be set forth in a fully executed and delivered contract upon terms acceptable to the Company. Consequently, the undersigned understands any other opportunities it may forego and any expenses it may incur on account of the Transaction will be foregone and incurred at its own risk.
- 11. Third Party Beneficiaries.** Purchaser acknowledges and agrees that the Company is and is intended to be a beneficiary of this Agreement (including as a direct and/or third party beneficiary). This Agreement does not create or confer any rights upon any third person or party other than the Company, whether as a third party beneficiary or otherwise.

12. *Governing Law.* This Agreement shall be construed and enforced in accordance with the laws of the province in which the Property is located.

13. *Entire Agreement.* This Agreement represents the entire Agreement between the Purchaser and the Company relating to the treatment of the Confidential Information heretofore or hereafter reviewed or inspected by the Purchaser. No modification of this Agreement or waiver of the terms and conditions hereof will be binding unless approved in writing by the Purchaser and the Company.

IN WITNESS WHEREOF, a duly authorized representative of the Purchaser has executed this Agreement as of the date set forth above.

PURCHASER:

By: _____

Title: _____