

**CONFIDENTIALITY AGREEMENT**

**Re: 2723 37 Avenue NE, Calgary, Alberta (the “Property”)**

We have requested from Concert Income Properties LP, Concert Income Properties GP Inc., and Concert Realty Services Ltd. (together, “**Concert**”), information, including confidential and proprietary information, which has not been generally disclosed to the public, for use in facilitating the evaluation of the Property.

We recognize and acknowledge the competitive value and sensitive and confidential nature of the information to be provided and, in exchange for good and valuable consideration provided by Concert, the receipt and sufficiency of which is hereby acknowledged by us, we agree to keep confidential any and all information supplied to us, by Concert or any other party, at any time concerning the Property (including the fact that Concert is considering a disposition thereof) and the operations thereof (including information obtained during any permitted access to the Property) (collectively, the “**Information**”) and further agree not to utilize any of the Information for our own benefit (or for the benefit of anyone else) other than for facilitating the evaluation of the Property for acquisition purposes. We also agree not to use the Information in any way that is or could be detrimental to Concert or any parties assisting Concert or any tenant or manager of the Property (collectively, the “**Benefitted Parties**”).

We understand that unless we receive Concert’s prior written consent to disclose the Information to other persons, we may only disclose the Information to our officers, directors, or legal advisors (collectively, “**representatives**”) and we may only disclose the Information to representatives to the extent that they need to know the Information for the purpose of our facilitating the evaluation of the Property. We undertake to inform our representatives in writing, before disclosing the Information to them, of the confidential nature of the Information and that they will be bound by the terms of this Agreement. We agree to be responsible for any breach of the terms of this Agreement by our representatives and any corporations, trusts or partnerships related to, or affiliated with, us or them. We agree that any legal, financial, and other third-party advisors that are retained by us will be compensated by us.

We acknowledge that Concert is acting as trustee for the Benefitted Parties and agree that Concert may enforce this Agreement on their behalf.

We understand and acknowledge that neither Concert, nor any of its officers, directors, employees, agents, advisors, or consultants is making any representation or warranty, express or implied, as to the accuracy or completeness of the Information.

Immediately upon Concert’s request, we agree to return all Information received by us, in whatever form it exists, including any copies, summaries or notes made thereof (and to permanently delete or destroy any electronic versions of same).

We agree to indemnify and save harmless Concert and the Benefitted Parties from any claims, losses, damages and liabilities whatsoever (including legal fees on a full recovery basis and applicable disbursements and taxes) arising out of a breach by us or any of our representatives of any of the terms or provisions of this Agreement.

Our obligations under this Agreement do not apply to Information that is or becomes generally available to the public other than as a result of a disclosure by us or anyone to whom we or our representatives disclose the Information, whether advertently or inadvertently. In the event that we or any representatives to whom we disclose the Information become legally compelled to disclose any of the Information, we will provide Concert with prompt notice thereof so that Concert may seek a protective order or other appropriate remedy. In the event such order or remedy is not obtained, or should Concert waive in writing compliance with the provisions of this Agreement, we or our representatives will furnish only that portion of the Information which is legally required and will use our or their best efforts to ensure that confidential treatment will be accorded to the Information.

**DATED** at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**RECIPIENT NAME:** \_\_\_\_\_

Per: \_\_\_\_\_  
Authorized Signatory