

CONFIDENTIALITY AND ACCESS AGREEMENT

_____, 2025

TO: BDO CANADA LIMITED, solely in its capacity as court appointed receiver and manager (the "Receiver") of the assets, undertakings and properties of Vista Heights Management Limited (the "Debtor") and not in its corporate or personal capacity

RE: Prospective Sale of: Vista Heights Office Complex, 1925 and 1933 – 18th Avenue N.E. - (the "Property")

Dear Sirs:

In connection with a possible acquisition by us of the Property, we acknowledge that the Receiver, and CBRE Limited (the "Advisor") are prepared to furnish to us and our representatives certain information regarding the Property, which is acknowledged by us to be non-public, confidential and proprietary in nature, and access to the Property, solely for the purpose of determining our potential interest in submitting an offer to purchase the Property (the "Permitted Purpose") . As a condition of furnishing such information to us, and making such access available to us, it is acknowledged, understood, and agreed by us that the Receiver requires that we agree to keep such information in confidence and to have such access only in accordance with the terms hereof, and enter into this agreement (the "Agreement").

All information concerning the Debtor, their business and the Property, whether oral or in writing, furnished by the Receiver, its agents and representatives, or any party retained by the Receiver in connection with the Debtor or the Property, to us and/or any of 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 any of our representatives containing or based, in whole or in part, upon any such furnished information is referred to in this Agreement as the "Confidential Information". Notwithstanding the foregoing, Confidential Information does not include information that:

- (i) is already known to us; and,
- (ii) is or becomes part of the public domain other than as a result of a disclosure by us or anyone to whom we transmit or disclose the information.

A. Confidential Information

1. In consideration of the Receiver and Advisor providing the Confidential Information to us, we hereby agree as follows:

- (a) All Confidential Information shall be kept strictly confidential and shall not be used by us in any way detrimental to the Debtor or the Receiver, or transmitted or disclosed or permitted to be transmitted or disclosed by us or any of our representatives in any manner whatsoever in whole or in part, without the prior written consent of the Receiver, 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;
- (b) The undersigned acknowledges and agrees that the Receiver will furnish the Confidential Information to it solely for the Permitted Purpose, and the undersigned covenants that it (which, for the purposes of such covenant shall include any and all of its officers, professional counsel, directors, agents or employees or any other person who receives any of the Information from any of them, such as professional consultants and other representatives – all of which are collectively referred to hereafter as "Permitted Persons") shall not use the confidential Information for any purpose other than the Permitted Purpose. For greater certainty, the undersigned and the Permitted Persons shall not use the Confidential Information in carrying on their business or that of any affiliate and will not transmit or disclose the Confidential Information to any other person, firm, corporation or organization without the Receiver's prior written consent, which consent may be arbitrarily or unreasonably withheld. The undersigned shall provide the Receiver with lists of all persons to whom any Confidential Information will be made available, provided that any such persons undertake to maintain the confidentiality of such Confidential Information;

- (c) In the event we inspect the Property, we agree to observe the same confidentiality and use restrictions set out in this Agreement with respect to any Confidential Information which comes to our attention or is disclosed to us during any such inspection, whether through discussions with the Receiver's employees, visual inspection of the Property or otherwise;
 - (d) In the event either we or the Receiver decide not to proceed with further discussions pertaining to the possible purchase by us of the Property, then we agree, upon receipt of a request from the Receiver, to forthwith return to the Receiver, all copies of documents or other media containing Confidential Information without retaining any copies thereof and to destroy all documents generated by us containing, based upon or arising out of the Confidential Information, and we shall confirm in writing to the Receiver, certified by an officer of our company, that all such documents or other media have been destroyed;
 - (e) We agree to maintain all Confidential Information which we may already have received or will in the future receive in confidence, taking all necessary precautions to prevent disclosure of it or any part thereof to any third parties. We may transmit the Confidential Information to such of our Permitted Persons, but only to the extent that they need to know the Confidential Information for the Permitted Purpose, and only in the event that we obtain an executed version of this Agreement in unamended form;
 - (f) In the event that we or anyone to whom we transmit or disclose the Confidential Information pursuant to this Agreement becomes legally compelled to disclose any of the Confidential Information, we will provide the Receiver and Advisor with prompt notice thereof so that the Receiver may seek a protective order or other appropriate remedy or the Receiver may, in its sole discretion, waive compliance;
 - (g) We understand and agree that the Confidential Information is being given to us without any liability on the part of the Receiver, the Debtor, or the Advisor, or on the part of their respective directors and officers, whatsoever, and no representation or warranty with respect to Confidential Information is hereby made by the Receiver or the Advisor, or their respective directors or officers; and
 - (h) The undersigned acknowledges and agrees that neither the Receiver, nor its directors, officers, employees, representatives, agents, lawyers or advisors, shall be deemed to have made any representation or warranty as to the accuracy or completeness of any of the Confidential Information furnished to us at any time, nor shall the Receiver have any liability to the undersigned or its representatives relating to or arising from its use of any of the Confidential Information. We hereby indemnify and save harmless the Advisor, Receiver and the Debtor from any and all claims, losses, causes of action, costs, or damage suffered or incurred by us by reason of the disclosure of the Confidential Information.
2. The undersigned unconditionally acknowledges and agrees as follows:
- a) neither the Debtor nor the Receiver has made or makes any covenants, representations, warranties, collateral agreements, assurances or promises of any type or kind whatsoever as to the Confidential Information including, without limitation, the completeness or accuracy of the Confidential Information and the Confidential Information is being provided solely as a courtesy for the convenience of the undersigned;
 - b) the undersigned will examine, use and rely upon the Confidential Information solely and only at its sole and own risk and without any implied or expressed representation, warranty, covenant, assurance, promise, or collateral agreements whatsoever on the part of the Receiver; and
 - c) neither the Debtor nor the Receiver is and shall not ever be under any obligation to advise the undersigned as to any matter, thing, circumstance or changes in circumstances, facts or occurrences or any other reason or cause which may render the Confidential Information to be inaccurate, incomplete or outdated in whole or in part.

We agree that our obligations under Part A of this Agreement shall be in force from the date of this Agreement and shall survive the termination of this Agreement.

B. Access to the Property

1. We and our representatives shall only have access to the Property during the Receiver's normal business hours upon reasonable notice to the Receiver, at our sole risk and expense. Such site visits shall be conducted in the presence of a representative of the Receiver, in a manner that minimizes interference with the use of the Property and does not contravene any leases or unreasonably interfere with any Tenants. We and our representatives shall not have any communications with Tenants or their employees without the prior written approval of the Receiver and in the presence of a representative of the Receiver.

C. General

1. We agree that if we commit a breach, or threaten to commit a breach, of any of the provisions of this Agreement, then the Receiver has the right to have the provisions of this Agreement specifically enforced by any court having jurisdiction, it being acknowledged and agreed that any such breach or threatened breach will cause irreparable injury to the Debtor and that money damages will not provide an adequate remedy. If a breach occurs and is not wholly remedied by specific enforcement of this Agreement, we agree to compensate the Debtor for any adverse consequences that result directly or indirectly from the breach.
2. This Agreement is governed by and construed in accordance with the laws of the Province of Alberta applicable to agreements to be performed entirely within the Province of Alberta.
3. This Agreement contains the entire agreement concerning the confidentiality of the Confidential Information and access to the Property and no modification of this Agreement or waiver of its terms and conditions is binding unless approved in writing by us and the Receiver.
4. We agree to be responsible for any breach of the provisions of this Agreement by us or, in the event that we fail to obtain an executed confidentiality agreement pursuant to the terms of paragraph A.1(d), any one or more of our representatives and agree to indemnify and save harmless the Debtor for any such breach by it or any one or more of our representatives.
5. This Agreement shall not be assigned without the prior written consent of the Receiver, which consent may be arbitrarily or unreasonably withheld.
6. Time shall be of the essence of this Agreement.
7. No failure of delay by the Receiver in exercising any right, power, remedy, or privilege hereby shall operate as a waiver thereof.

[Corporation]

Per: _____
 I have authority to bind the corporation

Name:
 Position:
 e-mail: