

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

TO: MNP Ltd. in its capacity as court-appointed monitor of Alderbridge Way Limited Partnership, Alderbridge Way GP Ltd. and 0989705 B.C. Ltd. (collectively, the “Company”) and not in its personal capacity (the “Monitor”)

RE: The sale process conducted pursuant to the Order of the Supreme Court of British Columbia made August 2, 2024 (the “Sale Process”) and the property located at 5333 & 5411 No. 3 Road and 7960 Alderbridge Way, Richmond, B.C. (the “Property”)

In consideration of the disclosure to us by the Monitor or the Company (collectively, the “**Disclosing Parties**”) of certain confidential information relating to the Property in the context of:

- (i) a potential investment or financing in relation to the Property or the Company; or
- (ii) a potential acquisition of the Property,

(collectively or individually, the “**Purpose**”), and other good and valuable consideration, which is acknowledged as adequate and received, we covenant and agree with the Monitor as follows:

1. Use of Information and Duty of Confidentiality. All information, documents, plans and material of any nature whatsoever disclosed or provided to us by the Disclosing Parties, Jones Lang LaSalle Real Estate Services Inc. (the “**Sales Agent**”) or their agents, whether furnished before or after the date of this Agreement, whether furnished orally or in writing or gathered by inspection, and regardless of whether specifically identified as “confidential” relating to either the Company or the Property (collectively, the “**Information**”) shall be maintained by us in strict confidence and shall not be used for any reason other than the Purpose. We may only disclose the Information to those of our employees, our existing investment partners or professional advisors (each an “**Interested Party**”) that need to know such Information for the Purpose. We shall, and shall cause all Interested Parties to, use best efforts to protect the interests of the Disclosing Parties in the Information and keep it confidential in accordance with the terms of this Agreement. We shall, prior to disclosing the Information to an Interested Party, issue appropriate instructions to the Interested Party to satisfy our confidentiality obligations to the Disclosing Parties under this Agreement and obtain the Interested Party's agreement to receive and use the Information on a confidential basis on the same conditions as contained in this Agreement. We shall be responsible for any breach of this Agreement by an Interested Party. We shall not disclose the Information, or allow the Information to be disclosed, to any other party without the prior written consent of the Monitor, which consent may be withheld in the sole discretion of the Monitor. We acknowledge that we may receive Information from a third-party broker and we shall be solely responsible for paying the fees and costs associated with any such third party broker's services.

2. Copies. We shall not, and shall ensure that all Interested Parties do not, copy or reproduce any of the Information without the prior written consent of the Monitor, except for such copies that are absolutely necessary for purposes of reviewing the Information for the Purpose.

3. Ownership of Information. The Information shall at all times remain the exclusive property of the Company. We shall, and shall cause all Interested Parties to, hold the Information in trust and confidence. This Agreement does not grant to us or the Interested Party any interest, licence or right, by implication or otherwise, respecting the Information, other than as expressly set out in this Agreement.

4. Public Information. Our obligations under Sections 1, 2 and 3 shall not apply to Information which: (i) at the time of disclosure to us by the Disclosing Parties is readily available to the public, or subsequently becomes readily available to the public through no act or omission of us or an Interested Party; (ii) is lawfully and in good faith obtained by us from an independent third party without breach of this Agreement, as shown by documentation sufficient to establish the third party as the source of the Information, and not obtained by the third party from the Disclosing Parties or another potential purchaser of the Property; or (iii) we can establish, by written records or other tangible evidence, was in our possession through lawful means prior to the disclosure of that Information to us by the Disclosing Parties.

5. Required Disclosures. We shall not be in breach of this Agreement as a result of any disclosure of Information required by law or judicial or administrative process, provided that we: (i) provide the Disclosing Parties with as much notice as is reasonably possible in the circumstances prior to disclosing any of the Information; (ii) make every effort to advance a confidentiality defence based on this Agreement in an effort to ensure that confidential treatment shall be accorded to the Information required to be disclosed; and (iii) cooperate with the Disclosing Parties in any application, proceedings or other action undertaken by either or both of the Disclosing Parties to obtain a protective order or other means of protecting the confidentiality of the Information required to be disclosed.

6. Notification of Breach. We shall promptly notify the Disclosing Parties of any actual or threatened breach of any of the terms of this Agreement or any unauthorized communication, disclosure or use of any of the Information of which we have actual knowledge.

7. Continuation of Obligations. This Agreement is for a two-year term. Except with the prior written consent of the Disclosing Parties, our obligations under this Agreement shall not be in any way diminished or otherwise affected for any reason whatsoever, including without limiting the generality of the foregoing, the completion or abandonment of the Purpose or the breach or termination of any other obligation in connection with the Purpose.

8. Indemnification. We recognize that the Information is the proprietary information of and is of economic value to the Company and that disclosure of any of the Information to competitors of the Company or to the general public would be highly detrimental to the best interests of the Disclosing Parties. We agree to indemnify and hold the Disclosing Parties harmless against and from any loss or damage incurred or suffered by either of them and caused directly or indirectly by the disclosure or use of Information by us or any of the Interested Party contrary to the terms of this Agreement.

9. Irreparable Harm by Disclosure. We acknowledge that any breach of this Agreement shall cause irreparable harm to the Disclosing Parties that cannot reasonably or adequately be compensated in damages. We agree that each the Disclosing Parties is entitled to injunctive and other equitable relief to prevent a breach of this Agreement and that resort to equitable relief shall not be construed as a waiver of any rights or remedies that the Disclosing Parties may have for damages or otherwise.

10. No Commitment. This Agreement does not in any way bind us or the Disclosing Parties to enter into a business relationship or any other transaction with each other in respect of the Property or otherwise. Unless we and the Disclosing Parties specifically agree otherwise in writing, no party shall be under any legal obligation of any kind whatsoever with respect to the purchase and sale of the Property or an investment in relation to the Company by virtue of this Agreement, except for the matters specifically agreed to in this Agreement.

11. Non-Disclosure of Discussions. We shall not disclose to any other party (other than an Interested Party) that the Information has been made available to us by the Disclosing Parties, that discussions or negotiations are taking place between us and either of the Disclosing Parties regarding the Purpose or the Property, or any of the terms, conditions or other facts with respect to the Purpose, without the prior written consent of the Monitor.

12. Independent Assessment. The undersigned acknowledges that it is solely responsible for its own assessment of the Information and the Purpose, and the Disclosing Parties do not accept any responsibility for any interpretation, opinion or conclusion that the undersigned or its representative may form based on the Information, and that the Disclosing Parties make no representations or warranties in respect of the Information.

13. Entire Agreement. This Agreement constitutes the entire agreement between us and the Disclosing Parties with respect to the subject matter of this Agreement and cancels and supersedes any prior understandings and agreements between us and either of the Disclosing Parties with respect to that subject matter. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between us and the Disclosing Parties respecting the subject matter of this Agreement including, without limitation, the accuracy or completeness of the Information, other than as expressly set forth in this Agreement.

14. No Assignment. This Agreement may not be assigned without the prior written consent of all parties.

15. Severability. If any provision of this Agreement is held invalid or unenforceable in accordance with its express terms in any legal proceeding in any jurisdiction, it shall, as only to that jurisdiction, be separate, severable and distinct from each and every other obligation or duty and shall not affect the validity and enforceability of any other part of this Agreement.

16. Enurement. This Agreement shall enure to the benefit of and shall be binding upon the parties and their respective heirs, executors, administrators, successors and assigns.

17. Return of Information. Upon the request of the Monitor, we shall return to the Monitor or destroy all of the Information in our and all Interested Parties' possession or control. We shall require any Interested Party to whom we have provided Information to comply with this Section 17, and if requested by the Monitor, we shall provide the Monitor with our statutory declaration confirming that all Information has been returned or destroyed as required by this Section 17.

18. Applicable Law. This Agreement is governed by and shall be interpreted in accordance with the laws of the Province of British Columbia and the parties irrevocably attorn to the exclusive jurisdiction of the Courts of British Columbia sitting in the City of Vancouver.

19. Counterparts and Electronic Delivery. This Agreement may be signed by the parties in as many counterparts as may be necessary, and may be delivered by facsimile or as a PDF attachment to an email, each of which when so signed and delivered will be deemed to be an original and such counterparts will together constitute one and the same instrument and the date of execution will be deemed to be the date set out below.

[Signature page to follow]

DATED at _____, this _____ day of _____, 2024

[COMPLETE APPROPRIATE SECTION]

INDIVIDUAL:

Witness: _____)
_____) [Name] _____
_____) _____
_____)

CORPORATION:

[Name]

Per: _____

Authorized Signatory

Name:

Title:

ACCEPTED AND AGREED TO THIS _____ DAY OF _____, 2024:

MNP LTD., in its capacity as the court-appointed Monitor of Alderbridge Way Limited Partnership, Alderbridge Way GP Ltd. and 0989705 B.C. Ltd. and not in its personal capacity

Per: _____

Authorized Signatory

Name:

Title:

Signature page – Confidentiality and Non-Disclosure Agreement