<u>NON-DISCLOSURE AGREEMENT</u>

RETURN TO THE ATTENTION OF: **Lou Grossi, Broker of Record**
Intercity Realty Inc., Brokerage
PinaS@IntercityRealty.com

Re: 7 Serviced Lots on Marschcourt Dr, Pickering (the "Property")

Located in the Province of Ontario (hereinafter collectively referred to as "the Property"), I/ We (hereinafter referred to as the "Interested Party") requests that ***Intercity Realty Inc., Brokerage*** (hereinafter referred to as "Broker") provide the Interested Party with confidential information relating to the Property noted above (the "Information").

For the purposes of this agreement (the "Agreement"), the "Vendor" or "Seller", is ***CPC II Management Inc.,***

In consideration of the Broker agreeing to provide the Interested Party with the Information, the Interested Party agrees with the Vendor and the Broker as follows:

a. To treat confidentially, the Information and any other information that the Broker or the Vendor or any of their advisors furnishes to the undersigned, whether furnished before or after the date of this Agreement, whether furnished orally or in writing or otherwise recorded or gathered by inspection, and regardless of whether specifically identified as "confidential" (collectively, the "Evaluation Material").

b. Not to use any of the Evaluation Material for any purpose other than the exclusive purpose of evaluating the possibility of a purchase and sale or development transaction relating to the Property. The Interested Party agrees that the Evaluation Material will not be used in any way detrimental to the Property, the Vendor or the Broker and that such information will be kept confidential by the undersigned, its directors, officers, employees and representatives and these people shall be informed by the undersigned of the confidential nature of such information and shall be directed to treat such information confidentially. The undersigned shall be liable for any breach of the Agreement by any such people.

c. That if at any time, the undersigned considers a transaction which would involve a third party either purchasing the Property or any interest therein or evaluating the possibility of a purchase and sale transaction relating to the Property, the Interested Party must receive the approval by the Broker or the Vendor of such third party as an Interested Party, which approval may be unreasonably withheld. Furthermore, the undersigned agrees to obtain from said third party a signed confidentiality agreement in a form satisfactory to the Broker or the Vendor prior to disclosure to such party of any Evaluation Material relevant to this transaction.

d. The undersigned and its directors, officers, employees and representatives will not, without the prior written consent of the Broker or the Vendor, disclose to any persons either the fact that discussions or negotiations are taking place concerning a possible transaction between the Vendor and the undersigned, nor disclose any of the terms, conditions or other facts with respect to any such possible transaction, including the status thereof.

e. The term "person" as used in this Agreement shall be broadly interpreted to include, without limitation, any corporation, company, partnership or individual or any combination of one or more of the foregoing.

f. That any time, at the request of the Broker or the Vendor, the undersigned agrees to promptly return all Evaluation Material without retaining any copies thereof or any notes relating thereto. The undersigned will certify as to the return of all Evaluation Material and related notes.

g. That in the event the undersigned is required by legal process to disclose any of the Evaluation Material, the undersigned will provide the Broker and the Vendor with prompt notice of such requirement so that the Broker or the Vendor may take appropriate actions, and in any event the undersigned will only disclose such Evaluation Material as is actually required and will take all reasonable steps to preserve the confidentiality of the Evaluation Materials.

h. That the undersigned agrees that neither the Broker nor the Vendor make any representations or warranties as to the accuracy or completeness of the Evaluation Material. The undersigned further agrees that neither the Broker nor the Vendor nor any other author of or person providing Evaluation Material shall have any liability to the undersigned or any of its representatives arising from the use of the Evaluation Material by the undersigned or its representatives.

i. The Interested Party represents and warrants that it shall be responsible for any costs associated with its review and possible purchase or development of the Property, including any fees owed to consultants and/or real estate agents retained by, or acting on behalf of, the Interested Party. Any consultants, real estate agents/brokers, and/or advisors retained by the Interested Party shall be required to execute, and be bound by, this Confidentiality Agreement and Agency Disclosure Form.

j. The Interested Party hereby agrees to observe all the requirements of any applicable privacy legislation including, without limitation, the Personal Information Protection and Electronic Documents Act (Canada) with respect to personal information which may be contained in the Evaluation Material.

k. That monetary damages would not be a sufficient remedy for any breach of this Agreement by the undersigned and that the Vendor and/or the Broker shall be entitled to, and the undersigned shall not oppose the granting of, equitable relief, including injunction and specific performance, in the event of any such breach, in addition to all other remedies available to the Vendor and/or the Broker at law or in equity or otherwise.

l. This Agreement shall be governed by the laws of the Province of Ontario and those of Canada applicable therein.

m. This Agreement shall enure to the benefit of the Broker and the Vendor, their respective successors and assigns and shall be binding upon the undersigned and its heirs, executors, administration, successors and assigns.

n. Working with a real estate agent in a commercial transaction: RECO Information Guide. Real Estate agents in Ontario are required to provide and explain this guide before providing services to you. Please read and sign the RECO Information Guide attached as Schedule "A".

DATED at ______________________, this ________ day of ________________, 2026

("Interested Party"):

____

Corporate or Individual Name (Please Print)

____

By: Individual Signature or Authorized Signing Officer's Signature

____

Officer's Name and Title, if applicable

____

Interested Party's Address

____

Telephone Number

____

Email Address (***Please type or print clearly***)