

CONFIDENTIALITY AGREEMENT

Capital Commercial Real Estate Services Inc. ("CAPITAL") has been exclusively retained by Kingsett Affordable Housing LP & VIDA MB Inc. (the "Seller") to represent the offering of its interest in the following Properties:

Winnipeg Apartment Portfolio

122 Langside Street, 229 Machray Avenue, 275 Midwinter Avenue, 435 Spence Street, 578 Broadway Avenue, 625 Broadway Avenue, 634 Broadway Avenue, 724 Wellington Avenue, all located in Winnipeg, Manitoba

(the "Properties")

We _____ (the "Recipient"), have requested from the Seller confidential information (as defined herein) relating to the Properties. "Confidential Information" means all information (whether oral, graphic, written or electronic form) relating to the Seller or the Properties that is not publicly available other than as a result of breach of this agreement (including without limitation, the leases for the Properties) and all analyses, summaries, compilations, data, notes, studies and other documents or records prepared by the Recipient or its Representatives (as defined herein) containing or based upon, in whole or in part, any such information. "Person" means any individual, corporation, company, trust, group, partnership, government, government's agency or authority, or any other entity whatsoever.

The Recipient hereby acknowledges and agrees that certain Confidential Information, which has been or may be disclosed in the future is intended solely for your own limited use in considering whether to pursue negotiations to acquire the Properties. For good and valuable consideration, the Recipient and its Representatives (as defined herein) shall keep confidential any and all Confidential Information and shall not disclose any Confidential Information to any Person other than its Representatives.

The Recipient may disclose Confidential Information to its officers, directors, employees, legal advisors and financial advisors (collectively, "Representatives") only to the extent they need to have such Confidential Information for the purpose of evaluating the proposed transaction. The Recipient shall inform each such Representative of the provisions of this agreement and shall cause such Representative to comply with all provisions of this agreement. The Recipient also agrees that any fees, commissions, expenses and other amounts payable to legal, financial or other third party advisors retained by the Recipient, or who act on its behalf, including any real estate brokers will be paid by the Recipient.

The Recipient agrees that it will not, without the prior written consent of the Seller, disclose to any other Person other than Representatives the fact that any Confidential Information has been made available to the Recipient or that this agreement has been entered into. The Recipient and its Representatives shall not use the Confidential Information in any way detrimental to the Seller, any parties assisting the Seller, or any tenant of the Seller.

The Seller or CAPITAL nor any of their officers, employees, or agents make no representation or warranty, expressed or implied, as to the accuracy or completeness of this Confidential Information or any Argus analysis and no legal liability is assumed or shall be implied with respect thereto. The Recipient understands that an Argus analysis may be provided as part of the marketing materials, to assist in their investigation of the Properties and no legal commitment or obligation shall arise by virtue of CAPITAL providing the analysis to them, including any obligations to inform them of any changes in the information contained therein. The Recipient understands that any financial projections provided are for general reference purposes only. Any projections provided are based upon various assumptions relating to the general economy, competition, and other factors beyond Seller's and CAPITAL's control, and therefore are subject to material variation and may not be indicative of the current or future performance of the Properties. Information provided has been or will be gathered from sources that are deemed reliable but Seller or CAPITAL does not warrant or represent that the information is true or correct. Recipient is advised to verify information independently. The Seller or CAPITAL reserves the right to change the price, or any information provided or to withdraw the Properties from the market at any time without notice.

In the event the Recipient or its Representatives become legally compelled to disclose any of the Confidential Information, the existence of this agreement or any of the terms thereof, the Recipient shall provide the Seller with prompt notice thereof so that the Seller may seek a protective order or other appropriate remedy or the Seller may waive compliance with any specific provision or term of this agreement.

The Recipient agrees not visit the Properties, nor contact any employee, Properties manager, partner, tenant, or joint operator of the Seller, without the prior written consent of the Seller.

The Recipient agrees to indemnify and save harmless the Seller, their agents, and any tenant of the Properties from all claims, losses, damages and liabilities whatsoever arising out of a breach by the Recipient or any of its Representatives of this agreement. The Recipient agrees that a breach may cause irreparable harm to the Seller and that monetary damages may not be sufficient remedy for any such breach. If such a breach occurs, the Seller shall be entitled to seek preliminary and permanent injunctive relief, as well as all other applicable remedies at law or equity.

This Confidentiality Agreement shall be binding upon the undersigned and all of our subsidiaries, affiliates and/or related Persons and shall be governed by the laws of Manitoba.

If you wish to receive further information on the Properties, please execute below and **return via email/fax to LUKE PAULSEN AT (luke.paulsen@capitalgrp.ca / 204-956-2783) or BRYN OLIVER AT (brvn.oliver@capitalgrp.ca / 204-956-2783)** at your earliest convenience. If either the Seller or the Recipient chooses to discontinue negotiations at any point, the Recipient agrees to destroy or return all documents AND COPIES THEREOF to CAPITAL with written confirmation of compliance.

THIS CONFIDENTIAL INFORMATION CONSTITUTES THE STATE OF THE PROPERTIES AS OF THE DATE OF PREPARATION OF ANY DOCUMENTATION. NEITHER THE PROPERTIES OWNER NOR CAPITAL WARRANT THAT THE INFORMATION WILL REMAIN CONSTANT THROUGHOUT FURTHER NEGOTIATIONS.

AGREED AND ACCEPTED, this __day of _____, 2024

Title: **Winnipeg Apartment Portfolio**

Principal: _____

Address: _____

City/Province: _____

Postal Code: _____

Phone: _____

Fax: _____

Email: _____

Signature: _____

Name: _____

Please Print

I would like the Offering Memorandum:

Sent by Mail: _____

Or

Sent by Email: _____

