

CONFIDENTIALITY AGREEMENT (the “Agreement”)

Confidential Information Offering

RE: 100, 400 & 500 Covert Place, 107th Street and 8181 River Road Oliver, British Columbia (the “Property”)

We, _____ (the “**Bidder**”), have requested from **Covert Farms Ltd.** (the “**Vendor**”), confidential information relating to the Property.

For good and valuable consideration provided by the Vendor (including, without limitation, the delivery of a Confidential Information Memorandum (the “**CIM**”), the receipt and sufficiency of which consideration is hereby acknowledged), we agree with the Vendor to comply with all of the provisions of this Agreement. We and our Representatives (as defined below) shall keep confidential any and all Confidential Information (as defined below) and shall not disclose any Confidential Information to any Person (as defined below) other than to our Representatives to the extent they need to have such Confidential Information for the purpose of evaluating the Proposed Transaction (as defined below). We and our Representatives shall utilize Confidential Information only to evaluate our potential purchase of the Property from the Vendor (the “**Proposed Transaction**”). “**Confidential Information**” means all information (whether in oral, graphic, written or electronic form) relating to the Vendor or the Property that is not publicly available other than as a result of breach of this Agreement including, without limitation, tenant leases and all analyses, summaries, compilations, data, notes, studies and other documents or records prepared by us or our Representatives 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.

We may disclose Confidential Information to our 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. We shall inform each such Representative of the provisions of this Agreement and we shall cause such Representative to comply with all provisions of this Agreement. We shall be responsible for any acts or omissions of our Representatives which constitute a breach of this Agreement. We also agree that any fees, commissions, expenses and other amounts payable to legal, financial or other third party advisors retained by us, or who act on our behalf, including any real estate brokers will be paid by us.

We agree that we will not, without the prior written consent of the Vendor, disclose to any other Person other than to our Representatives the fact that any Confidential Information has been made available to us, that this Agreement has been entered into, that discussions or negotiations are taking place concerning the Property or the Proposed Transaction, or any of the terms, conditions or other facts with respect thereto (including the status of such discussions or negotiations thereof).

We agree that, upon the Vendor’s request, we and our Representatives shall destroy all Confidential Information (including the CIM) and, if the Vendor so requests it, shall provide the Vendor with written confirmation of such compliance. We also agree that we and our Representatives shall not use the Confidential Information in any way detrimental to the Vendor, any parties assisting the Vendor or any tenant of the Vendor.

We agree that (i) the CIM and all the other information with respect to the Property being delivered to us by or on behalf of the Vendor is subject to the limitations on liability and disclaimers for the protection of the Vendor contained in the CIM and we and our Representatives are bound by such provisions, and (ii) no warranty or representation is made by the Vendor or any of their affiliates as to the accuracy or completeness of any information or summaries relating to the Property and such information and summaries are subject to change.

We agree to indemnify and save harmless each of the Vendor, all and any leasehold, freehold or other owners of the Property, from any and all claims, losses, damages, expenses and liabilities whatsoever (including, without limitation, legal fees and disbursements) arising out of, whether directly or indirectly, a breach by us or any of our Representatives of this Agreement. In addition, we agree that monetary damages will not be a sufficient remedy and that the Vendor shall be entitled to seek preliminary and permanent injunctive relief in the event of a breach or threatened breach of this Agreement, as well as all other applicable remedies at law or equity.

This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and supersedes any prior oral or written agreement with respect to such. No waiver, amendment or other modification of this Agreement shall be effective unless in writing and signed by each party hereto. The parties hereto further recognize and agree that nothing contained in this Agreement shall be construed as granting any rights, by license or otherwise, to any Confidential Information disclosed pursuant to this Agreement.

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 British Columbia, and the courts of British Columbia will have jurisdiction and venue over any claims that may be brought under this Agreement.

DATED this _____ day of _____, 2025.

[INSERT NAME OF BIDDER]

Per: _____

Name: _____

Title: _____

Address for Notifications:_____

Per: _____

Name: _____

Title: _____

Address for Notifications:_____

We have authority to bind the Bidder.