

# Marcus & Millichap

## CONFIDENTIALITY AGREEMENT

RE: 27 Strathmoor Drive, Sherwood Park, Alberta

LEGAL DESCRIPTION: PLAN 9322408 BLOCK 2 LOT 7 EXCEPTING THEREOUT ALLMINES AND MINERALS | PID: 0025 496 878

(the "Property")

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AY-JAY MANAGEMENT LTD. (the "Vendor") has engaged Marcus & Millichap REIS Canada Inc. ("MMI") to facilitate the sale of the Property.

We have requested from Marcus & Millichap REIS Canada Inc. as the Vendor's agent, information, including confidential and proprietary information, which has not been generally disclosed to the public, for use in evaluating a potential purchase of the Property.

In exchange for good and valuable consideration provided by MMI including, without limitation, the delivery of confidential documents, reports, confidential information packages and agreements (collectively, the "Documents") pertaining to the Property, the receipt and sufficiency of which is hereby acknowledged, we agree to keep confidential any and all information supplied to us concerning the Property that is not a matter of public record and not to utilize any such information for our own benefit (or for the benefit of anyone else) other than for the evaluation of the Property with respect to a potential purchase. Confidential Information does not include information (i) which was publicly known, or otherwise known to us, at the time of disclosure, (ii) which subsequent becomes publicly known through no act or omission by us or our Representatives (as defined below), or (iii) which otherwise becomes known to us, other than through disclosure (a) by the Vendor or by MMI, or (b) from a source actually known, to the best of our knowledge, to be bound by a confidentiality agreement or other legal or contractual obligation of confidentiality with respect to such information, or (iv) as may be required by law or pursuant to any regulatory or supervisory examination.

We understand that we may transmit any such information to partners, officers, directors, employees or legal or financial advisors (collectively, the "Representatives") but only to the extent that they need to know such information for the purpose of such evaluation. We undertake to inform such representatives of the confidential nature of such information and that they will be bound by the terms of this Agreement. As determined by a court of competent jurisdiction, we agree to be responsible for any breach of this Agreement by our Representatives. We agree that any legal, financial or any other third-party advisors that are retained by us, to act on our behalf, will be compensated by us.

Upon the Vendor or MMI's request, we agree to return all documentation provided herewith, including the Documents, and any notes or copies made thereof. We also agree not to use the information provided in any way detrimental to the Vendor or any parties assisting the Vendor.

We acknowledge that the Documents and the other information being delivered to us with respect to the Property is subject to the limitations on liability and disclaimers for the protection of the Vendor and MMI contained in the Documents.

As determined by a court of competent jurisdiction, we agree to indemnify and save harmless the Vendor and MMI from any claims, losses, damages and liabilities whatsoever (including legal fees on a substantial indemnity basis and disbursements) arising out of a breach by us or any of our representatives of any of the terms or provisions of this Agreement.

Our obligations under this Agreement shall terminate on the closing date of our purchase of the Property from the Vendor in accordance with the terms of a definitive purchase agreement.

DATED \_\_\_\_\_

Corporation: \_\_\_\_\_

Per: \_\_\_\_\_

Name: \_\_\_\_\_

Agent Brokerage: \_\_\_\_\_

Per: \_\_\_\_\_

Agent Name: \_\_\_\_\_

Please return all executed Confidentiality Agreements to Tyler Holman, [Tyler.Holman@marcusmillichap.com](mailto:Tyler.Holman@marcusmillichap.com).