

CONFIDENTIALITY AGREEMENT

To: Alberta Motor Association Insurance Company (the "Vendor")
c/o Avison Young Commercial Real Estate Services, LP
Attn: Walsh Mannas, Kevin Morgans, Ryan Swelin, and/or Nathan Drury
Suite 4300, 525 – 8th Avenue SW
Calgary, AB T2P 1G1
Fax: 403.262.3325

Re: **4700 - 17 Avenue SW, Calgary, Alberta (the "Property")**

WHEREAS _____ (the "Company") is desirous of receiving and reviewing certain information, data and documents in respect of certain commercial real estate owned by the Vendor with respect to the Property.

AND WHEREAS such information, data and documents will be supplied by the Vendor from time to time to the Company, which information, data and documents are to be held in the strictest of confidence by the Company;

AND WHEREAS the release of such information, data and documents to competitors or third parties may have adverse financial effects on the Vendor;

AND WHEREAS the Vendor has agreed to allow the Company access to the said information, data and documents on the terms and conditions herein;

AND WHEREAS the Company has agreed that such information, data and documents shall be treated as highly and strictly confidential.

NOW THEREFORE in consideration of the sum of ONE (\$1.00) DOLLAR and other good and valuable consideration now paid by the Vendor to the Company (the receipt and sufficiency of which is hereby acknowledged), the parties hereto agree as follows:

1. the Vendor agrees that it may from time to time provide certain sensitive and confidential information, data and documents, excepting information published by the Vendor to the public, or information which is in the public domain or obtained from sources other than the Vendor (the "Confidential Information"), to enable the Company to assess, evaluate and consider purchasing the Property.
2. The Company acknowledges and agrees that the Confidential Information shall be confidential and shall not be disclosed to any other party, other than to directors, officers, employees, architects, engineers, professional advisors or agents of the Company who have an absolute need to know in order to enable the Company to perform evaluate the Property provided all such persons are made aware of the confidentiality obligations imposed upon them by virtue of this Agreement and agree to be bound thereby.
3. The Company acknowledges and agrees that the Vendor is the sole and exclusive Owner of the Confidential Information and that the Vendor has proprietary rights therein.
4. The Company agrees not to disclose the Confidential Information and shall use the information only for the purposes of assessment, evaluation and consideration for the purchase of the Property. The Company agrees not to disclose the Confidential Information except to persons employed by the Company, and to its professional consultants and advisors, who have a need to know the Confidential Information. The Company agree to inform each person made privy to the Confidential Information of the provisions of this agreement and shall make reasonable efforts to ensure that such person shall abide by the provisions hereof.

5. The Company agrees that it will not, without permission of the Vendor, use the Confidential Information for any other reason other than as set forth in Paragraph 1 herein.

6. The Company agrees that it will not reproduce or make any copies of the Confidential Information except with the prior written consent of the Vendor, that no written copies of the Confidential Information or electronic media comprising the Confidential Information shall be disclosed or provided to any party, and that any copies of the Confidential Information shall be returned to the Vendor, deleted and or destroyed upon request.

7. The Company will indemnify the Vendor against and hold the Vendor harmless from any and all loss or damage (including, but not in any way limited to, legal costs on a solicitor client basis) which may arise directly or indirectly from our failure to take such steps as are reasonable in a transaction of this nature to prevent the unauthorized disclosure or use of the Confidential Information by it, or by its directors, officers, employees or professional consultants and advisors.

8. The Company acknowledges that a breach of any of the provisions hereof will result in the Vendor suffering damages. The Company acknowledges that damages may not be a sufficient remedy and that the Vendor is entitled to seek injunctive relief and other equitable remedies.

IN WITNESS WHEREOF the Company hereto has executed this agreement the day and year first above written.

Accepted and agreed to on _____.

Signature: _____

Printed Name/Title: _____

Company: _____

Phone: _____

Email: _____