

**TO:** STURGEON HEBERT ROAD HOLDINGS LTD. & STURGEON G.P. LTD.  
c/o Avison Young Commercial Real Estate Services, LP.  
10111 - 104 Avenue  
Suite 2100  
Edmonton, Alberta T5J 0J4

### **CONFIDENTIALITY AGREEMENT ("Agreement")**

In connection with a possible acquisition by us of the Property located at 1 Hebert Road, St. Albert, Alberta, and legally described as Plan 9826493; Block 12; Lot 39 (the "Property"), we acknowledge that STURGEON HEBERT ROAD HOLDINGS LTD. & STURGEON G.P. LTD. (the "Vendor") and Avison Young Commercial Real Estate Services, LP (the "Advisor") are prepared to furnish us and our representatives with certain information which is non- public, confidential or proprietary in nature. As a condition of furnishing such information to us, we understand that the Vendor requires that we agree to keep such information in confidence. Our related entities and associated companies, directors, officers, partners, employees, agents, advisors, attorneys, accountants, consultants, bankers and financial advisors shall herein be collectively referred to as the "Representatives".

All information concerning the above Property, whether oral or in writing, furnished to us or our Representatives, and all analyses, compilations, data, studies or other documents or records (whether in writing or stored in computerized, electronic, disk, tape, microfilm or other form) prepared by us or our representatives containing or based, in whole or in part, upon any such furnished information is referred to in this letter as the "Information". Notwithstanding the foregoing, Information does not include information that (i) is already known to us and which was received by us on a non- confidential basis, (ii) is or becomes part of the public domain other than as a result of a disclosure by us or anyone to whom we transmit the Information, (iii) is independently derived by us without the aid, application or use of the Information, or (iv) is information that our counsel advises must be disclosed by law.

We acknowledge that no interest, license or any right respecting the Information, other than as expressly set out herein, is granted to us under this Agreement, by implication or otherwise.

In consideration of the Vendor and the Advisor providing the Information, we agree that all Information shall be kept strictly confidential and shall not be used by us in any way detrimental to the Vendor, disclosed by us or our Representatives in any manner whatever in whole or in part, without the Vendor's or Advisor's prior written consent, with consent not permitted to be arbitrarily or unreasonably withheld, or used by us or our Representatives, directly or indirectly, for any purpose other than for purposes of considering a purchase of the Property.

We may transmit the Information to our Representatives but only to the extent that they need to know the Information for the purpose of considering a purchase of the Property, are informed by us of the confidential nature of the Information and agree, in writing, to be bound by the terms set out in this letter in the same way that we are. This Agreement shall be governed and construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein.

In the event that we or anyone to whom we transmit the Information pursuant to this Agreement become legally compelled to disclose any of the Information, we will provide the Vendor and Advisor with the prompt notice thereof so that the Vendor may seek a protective order or other appropriate remedy or the Vendor may, in its sole discretion, waive compliance.

We acknowledge that neither the Vendor nor the Advisor has made or makes any representation or warranty regarding the accuracy or completeness of the Information. We agree that neither the Vendor nor its directors, officers, employees, agents or advisors (including the Advisor) shall have any liability to us or any of our Representatives resulting from our use of the Information.

We shall indemnify the Vendor and hold harmless the Vendor and the Advisor from any and all actual loss or damage (including reasonable and necessary attorney fees) which may arise from our unauthorized disclosure or use of the Information. We acknowledge that if this Agreement is breached the Vendor may assert that it cannot be made whole by monetary damages. Accordingly, the Vendor, in addition to any other remedy to which it may be entitled by law or in equity, shall be entitled to seek an injunction to prevent breaches of this Agreement, and to an order compelling specific performance of the Agreement. We shall reimburse the Vendor for all actual costs and expenses, including reasonable and necessary attorney fees, incurred by the Vendor if it successfully enforces our obligations hereunder.

We agree to keep a record of the location of the Information. Promptly upon the written request of the Vendor, we will return all copies of the Information to the Vendor or the Advisor. All notes, studies, reports, memoranda and other documents prepared by us or our Representatives that contain or reflect the Information shall be destroyed.

We represent that we are acting as principals on this transaction without a broker and that, if we choose to employ a broker, we shall do so at our sole cost and expense. Therefore, we agree to indemnify and hold Vendor and the Advisors harmless from and against any and all loss, costs, damages, and judgements arising from the claim(s) of any brokers alleging to have dealt with or through us in connection with the Property. We understand that the Advisor is not representing our interests but will be providing valuable customer services in a fair and honest manner and will disclose pertinent information about the Property.

This Agreement represents the entire understanding and agreement of the parties hereto and may be modified or waived only by a separate writing expressly so modifying or waiving this Agreement.

No failure or delay by the Vendor in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof of the exercise of any right, power, or privilege hereunder.

Date: \_\_\_\_\_

\_\_\_\_\_  
(Signature of potential purchaser)

Company: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Please return via email to:

Reed Newnham

Email:

reed.newnham@avisonyoung.com

James Robertson

Email:

james.robertson@avisonyoung.com