

AVISON YOUNG COMMERCIAL REAL ESTATE SERVICES, LP. (“Avison Young”)

77 City Centre Drive, Suite 301
Mississauga, ON L5B 1M5
Fax: 905-712-2937

Attention: Jordan Smith and Jeff Flemington

For the purposes of evaluating **2240 Speers Road, Oakville, Ontario, an industrial property totalling approximately 20,152 sf on 1.28 acres lot.** (hereinafter referred to as the “Property”).

Legal Description:

ARN: 240102028015803 / PIN: 248500632

PT LT 28, CON 3 TRAFALGAR, SOUTH OF DUNDAS STREET , AS IN 321909 ; S/T 253159 OAKVILLE/TRAFALGAR

I/We _____,
(Hereinafter referred to as the “the undersigned or “Potential Buyer”)

request that **AVISON YOUNG COMMERCIAL REAL ESTATE SERVICES, LP** (hereinafter referred to as “**Avison Young**”) provide Potential Buyer with confidential information relating to the Properties.

In consideration of Avison Young agreeing to provide the undersigned with said confidential information, the undersigned agrees with **VALLEY CREEK INC.** (the “Seller”), and Avison Young to be bound by the terms and conditions set out below:

- (1) To treat confidentially, such information and any other information Avison Young or the Seller or any of their advisors furnishes to the undersigned, whether furnished before or after the date of this Agreement, whether furnished orally or in writing or otherwise recorded or gathered by inspection, and regardless of whether specifically identified as “confidential” (collectively, the “Evaluation Material”).
- (2) Not to use any of the Evaluation Material for any purpose other than the exclusive purpose of evaluating the possibility of a transaction relating to the purchase and sale of the Properties. The undersigned agrees that the Evaluation Material will not be used in any way detrimental to the Properties, the Seller, or Avison Young and that such information will be kept confidential by the undersigned, its directors, officers, employees, agents, and representatives and such parties shall be informed by the undersigned of the confidential nature of such information and shall be directed to treat such information confidentially.
- (3) That if at any time, the undersigned considers a transaction which would involve a third party either purchasing the Properties or any interest therein or evaluating the possibility of a purchase and sale transaction relating to the Properties, the undersigned must receive the approval from Avison Young or the Seller of such third party as a Potential Buyer, which approval must not be unreasonably withheld. Furthermore the undersigned agrees to obtain from said third party a Confidentiality Agreement in a form satisfactory to Avison Young or the Seller prior to disclosure to such party of any Evaluation Material relevant to this transaction.
- (4) That the undersigned will not have any contact with the City of Mississauga Planning Department or other government agency regarding the zoning of the Properties until the Seller acknowledges in writing that the by-law for the Properties has been enacted with the Local Planning Appeal Tribunal.
- (5) The undersigned and its directors, officers, employees, agents and representatives will not, without the prior written consent of Avison Young or the Seller, disclose to any persons either the fact that discussions or negotiations are taking place regarding a possible transaction between the Seller and the undersigned, nor disclose any of the terms, conditions or other facts with respect to any such possible transaction, including the status thereof.
- (6) The term “person” as used in this Agreement shall be broadly interpreted to include, without limitation, individual, sole proprietorship, partnership, unincorporated association, unincorporated syndicate, unincorporated

organization, trust, body corporate, and a natural person in his or her capacity as trustee, executor, administrator, or other legal representative or any combination of one or more of the foregoing, (Ontario).

- (7) That at any time, at the request of Avison Young or the Seller, the undersigned agrees to promptly return all Evaluation Material without retaining any copies thereof or any notes relating thereto. The undersigned will certify as to the return of all Evaluation Material and related notes.
- (8) That in the event the undersigned is required or requested by legal process to disclose any of the Evaluation Material, the undersigned will provide Avison Young or the Seller with prompt notice of such requirement or request so that Avison Young or the Seller may take appropriate actions.
- (9) That the undersigned agrees that neither Avison Young nor the Seller makes any representations or warranties as to the accuracy or completeness of the Evaluation Material. The undersigned further agrees that neither Avison Young nor the Seller, nor any other author of or person providing Evaluation Material shall have any liability to the undersigned or any of its representatives arising from the use of the Evaluation Material by the undersigned or its representatives.
- (10) The Potential Buyer represents and warrants that it shall be responsible for any costs associated with its review and possible purchase of all or any one of the Properties, including any fees owed to the Buyer's Broker as well any consultants retained by, or acting on behalf of, the Potential Buyer. Any consultants, agents, and/or advisors retained by the Potential Buyer shall be required to execute, and be bound by, this Confidentiality Agreement. For further clarity, neither the Seller nor Avison Young shall be responsible for paying commissions or fees to the Buyer's Broker.
- (11) The undersigned hereby agrees to observe all the requirements of any applicable privacy legislation including, without limitation, the Personal Information Protection and Electronic Documents Act (Canada) with respect to personal information, which may be contained in the Evaluation Material.
- (12) This Agreement shall be governed by the laws of the Province of Ontario and those of Canada applicable therein, and shall not be assigned by the undersigned, without prior written consent of Avison Young and the Seller. Avison Young and the Seller may assign this Agreement without any prior consent of the undersigned.
- (13) This Agreement shall enure to the benefit of Avison Young and the Seller and their respective successors and assigns and shall be binding upon the undersigned and its heirs, executors, administrators, successors, and assigns.
- (14) **Representation and Customer Service:** The Code of Ethics for the Real Estate Council of Ontario requires Commercial Realtors (e.g., Sales Representatives, Agents, Brokers) to disclose in writing the nature of their relationship and services they are providing. The Potential Buyer acknowledges that Avison Young has provided the Potential Buyer with written information explaining agency relationships (attached hereto as Schedule "A" – "Working With a Commercial Realtor"). The Potential Buyer acknowledges that Avison Young will be providing Customer Service to the Buyer, and possibly other potential buyers, and will not be representing the interests of the Buyer in this transaction. Avison Young is the Agent, and represents the interests of the Seller and has fiduciary and primary duty to protect and promote the interests of the Seller-Client. Avison Young's duties to the Buyer include: to deal fairly, honestly and with integrity; to exercise due care in answering questions and providing information; and to avoid misrepresentation.

DATED at _____, this _____ day of _____, 2026.

("Buyer")

Corporate Name (Please Print)

By (Authorized Signing Officer Signature)
I have the authority to bind the company

(Officer's Name and Title)

(Buyer's Address)

(Telephone Number)

(Email)

(Email Address)

Please e-mail the particulars of the sale

Schedule "A"

Working With A Commercial REALTOR The Agency Relationship

In real estate, there are different possible forms of agency relationship:

1. Seller Representation

- When a real estate brokerage represents a seller, it must do what is best for the seller of a property.
- A written contract, called a listing agreement, creates an agency relationship between the seller and the brokerage and establishes seller representation. It also explains services the brokerage will provide, establishes a fee arrangement for the Commercial REALTORS services and specifies what obligations a seller may have.
- A seller's agent must tell the seller anything known about the buyer. For instance, if a seller's agent knows a buyer is willing to offer more for a property, that information must be shared with the seller.
- Confidences a seller shares with a seller's agent must be kept confidential from potential buyers and others.
- Although confidential information about the seller cannot be discussed, a buyer working with a seller's agent can expect fair and honest service from the seller's agent and disclosure of pertinent information about the property.

2. Buyer's representation

- A real estate brokerage representing a buyer must do what is best for the buyer.
- A written contract, called a buyer representation agreement, creates an agency relationship between the buyer and the brokerage and establishes buyer representation. It also explains services the brokerage will provide, establishes a fee arrangement for the Commercial REALTORS services and specifies what obligations a buyer may have.
- Typically, buyers will be obliged to work exclusively with that brokerage for a period of time.
- Confidences a buyer shares with the buyer's agent must be kept confidential.
- Although confidential information about the buyer cannot be disclosed, a seller working with a buyer's agent can expect to be treated fairly and honestly.

3. Multiple representation

- Occasionally a real estate brokerage will represent both the buyer and the seller. The buyer and seller must consent to this arrangement in writing. Under this multiple representation arrangement, the brokerage must do what is best for both the buyer and seller.
- Since the brokerage's loyalty is divided between the buyer and seller who have conflicting interests, it is absolutely essential that a multiple representation relationship be properly documented. Representation agreements specifically describe the rights and duties of everyone involved and any limitations to those rights and duties.

4. Customer service

- A real estate brokerage may provide services to buyers and sellers without creating buyer or seller representation. This is called "customer service".
- Under this arrangement, the brokerage can provide many valuable services in a fair and honest manner. This relationship can be set out in a buyer or seller customer service agreement.
- Real estate negotiations are often complex and a brokerage may be providing representation and/or customer service to more than one seller or buyer. The brokerage will disclose these relationships to each buyer and seller.

Who is working for you?

- It is important that you understand who the Commercial REALTOR is working for. For example, both the seller and the buyer may have their own agent which means they each have a Commercial REALTOR who is working for them.
- Or, some buyers choose to contact the seller’s agent directly. Under this arrangement the Commercial REALTOR is working for the seller, and must do what is best for the seller, but may provide many valuable customer services to the buyer.
- A Commercial REALTOR working with a buyer may even be a “sub-agent” of the seller. Under sub-agency, both the listing brokerage and the co-operating brokerage must do what is best for the seller even though the sub-agent may provide many valuable customer services to the buyer.
- If the brokerage represents both the seller and the buyer, this is multiple representation.

Schedule “A” (cont’d)

Working With A Commercial REALTOR
The Agency Relationship

Code of Ethics

- Commercial REALTORS believe it is important that the people they work with understand their agency relationship. That’s why requirements and obligations for representation and customer service are included in a Code of Ethics which is administered by the Real Estate Council of Ontario.
- The Code requires Commercial REALTORS to disclose in writing the nature of the services they are providing, and encourages Commercial REALTORS to obtain written acknowledgement of that disclosure. The Code also requires Commercial REALTORS to submit written representation agreements for any sellers or buyers they are representing.

Acknowledgement by Buyers

(Buyer Name)

I/ We have read and understand the *Working with a Commercial Realtor – The Agency Relationship form*.

As Buyer(s), I/we understand that **Avison Young Commercial Real Estate Service, LP** is not representing my interests, as outlined in clause 14 of the attached Confidentiality Agreement and Agency Disclosure Form, but will act in a fair, ethical and professional manner.

Buyer Signature:

Date:

