

# CONFIDENTIALITY AGREEMENT

*Confidential Information Offering*

**RE: 19950 101 Avenue, Langley, BC (the "Property") - return to michael.farrell@avisonyoung.com for access to data room.**

We, \_\_\_\_\_ (the "Purchaser"), have requested from Metrie Canada Ltd. (the "Vendor") and Avison Young Commercial Real Estate Services, LP (the "Agent") confidential information relating to the Property.

In consideration of the information provided by the Vendor and the Agent, we agree to comply with the terms of this Agreement. We, and our Representatives (as defined below), shall keep strictly confidential all Confidential Information (as defined below) provided to us by the Vendor or the Agent and shall not disclose such information to any Person other than our Representatives. We shall use the Confidential Information solely for the purpose of evaluating a potential purchase of the Property (the "Proposed Transaction").

"Confidential Information" means all information, whether oral, written, graphic or electronic, relating to the Property or the Vendor that is not publicly available, including any analyses, compilations, data, notes or other materials that contain or are derived from such information..

We may disclose Confidential Information only to our officers, directors, employees, legal advisors and financial advisors (collectively, "Representatives") who require such information for the purpose of evaluating the Proposed Transaction. We shall advise our Representatives of the confidential nature of the information and ensure their compliance with this Agreement. We shall be responsible for any breach of this Agreement by our Representatives.

Without the prior written consent of the Vendor or the Agent, we shall not disclose to any Person (other than our Representatives) the existence of this Agreement, the fact that information has been made available, or that discussions or negotiations are taking place with respect to the Property or the Proposed Transaction, including any terms or status of such discussions.

We acknowledge that the Confidential Information is provided for discussion purposes only and without any representation or warranty, express or implied, as to its accuracy or completeness. We agree that neither the Vendor nor the Agent shall have any liability to us or our Representatives relating to the use of, or reliance on, the Confidential Information.

We agree to indemnify and hold harmless the Vendor, the Agent and any tenant of the Property from any and all claims, losses, damages and liabilities (including legal fees and disbursements) arising from any breach of this Agreement by us or our Representatives. We further agree that damages may be an insufficient remedy and that the Vendor and the Agent shall be entitled to injunctive relief, in addition to any other remedies available at law or in equity.

This Agreement shall be binding upon the undersigned and all of our affiliates and related entities and shall be governed by the laws of the Province of British Columbia.

DATED this \_\_\_\_\_.

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

**Signature:** \_\_\_\_\_

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

Title: \_\_\_\_\_

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

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

**I have authority to bind the Purchaser**