

CONFIDENTIALITY AGREEMENT

**2500 FERRIER STREET
WINNIPEG, MANITOBA**

TO: AP Infrastructure Solutions GP Inc. (the "Vendor")

FROM: _____ (the "Purchaser")

For the purpose of evaluating all aspects of **2500 Ferrier Street in Winnipeg, Manitoba** (herein referred to as the "Property"), we hereby request through your agents Colliers International, Colliers International, Brian Taillieu, and Colliers International, Don White (herein collectively referred to as "Colliers"), to be provided with a copy of the confidential information relating to the Property. In consideration of Colliers agreeing to provide us with such information, we agree as follows:

1. We shall treat confidentially such information and any other information that the Vendor or Colliers furnish to us or which we gather through inspection of the Property, whether before or after the date of this agreement, whether orally or in writing, and regardless of whether or not such information is specifically identified as "confidential" (collectively, the "Evaluation Material"). Notwithstanding anything else contained herein, we shall not be liable for the disclosure of the Confidential Information to the extent it is publicly available, or becomes publicly available, or if it was properly acquired and known to us prior to such disclosure as shown by documentation sufficient to establish such knowledge.
2. We shall not use any of the Evaluation Material for any purpose other than the evaluation of a purchase and sale transaction relating to the Property. We agree that we shall not use the Evaluation Material in any way detrimental to the Vendor and that such information will be kept confidential by us, our directors, officers, employees and representatives. We shall be responsible for any breach of this agreement by us or our representatives and shall take all the necessary measures to restrain us or our representatives from unauthorized use of this information.
3. We agree to return to Colliers, promptly following their request thereof, all Evaluation Material provided to us or our representatives and to destroy any copies thereof.
4. We acknowledge and agree that neither the Vendor nor Colliers makes any representation, declarations or warranties, expressed or implied, as to the accuracy or completeness of the Evaluation Material or the condition of the Property. We agree that neither the Vendor nor Colliers shall be liable to us as a result of our use of the Evaluation Material and that the Evaluation Material does not purport to be all inclusive or contain all the information that a prospective purchaser may require in deciding whether or not to purchase the Property.
5. Furthermore, the undersigned agrees not to make additional copies of the information received. The terms and conditions of this Confidentiality Agreement shall remain in full force and effect with respect to the Property, whether or not acquired.
6. In representing the parties in the negotiations for the purchase of the Property, Colliers represents the Vendor and does not represent the Purchaser.

7. In representing the parties in the negotiations for the purchase and sale of the Property, the Selling Broker named below represents the Purchaser and does not represent the Vendor:

Selling Broker's Identification: _____

Selling Broker's Signature: _____

The Evaluation Material will be used solely for the purposes of evaluating a possible transaction between the Vendor and the prospective purchaser and will be kept confidential by the prospective purchaser and the Selling Broker.

The prospective purchaser and the Selling Broker understand that the total commission amount payable by the Listing Broker to the Selling Broker will be based on **1.5%** of the total purchase price of the Property plus applicable Goods and Services Tax should the prospective purchaser identified herein be successful in purchasing the Property.

8. Furthermore, the undersigned agrees not to make additional copies of the information received. The terms and conditions of this Confidentiality Agreement shall remain in full force and effect with respect to the Property, whether or not acquired.

This Confidentiality Agreement shall be governed by the laws of the Province of Manitoba. Dated this _____ day of _____, 2020.

Prospective Purchaser Information:

Signature: _____

Name: _____

Company: _____

E-mail: _____

PROFILE:

- ☐ Broker / Agent
☐ Pension Fund
☐ REIT / Public Company
☐ Private
☐ Other: _____

Please return signed Confidentiality Agreements to:

**Colliers International
c/o Clarise Maré
5th Floor – 305 Broadway
Winnipeg, Manitoba R3C 3J7**

**E-mail: clarise.mare@colliers.com
Fax: 204.943.4793**