PARTNERS GLOBAL
CORPORATE REAL ESTATE

Partners Global Corporate Real Estate Inc.
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DATE: _____ **(PLEASE DATE)**

TO: **PARTNERS GLOBAL CORPORATE REAL ESTATE INC. (the "Advisor")**

AND TO: **Metro Premier Properties Inc. (the "Seller")**

RE: **CONFIDENTIALITY AGREEMENT**

946 Main Street, Westphal, NS (the Property")

We have been advised that the Advisors have been retained by the Seller as its exclusive agent to arrange a sale of the Property. The Seller has requested that all interested parties should direct all inquiries and communications through the Advisors only. We have requested that you furnish us with certain information concerning the Property. This information may include, without limitation, (i) an offering memorandum or materials, (ii) various other documents and data concerning the Property whether delivered in writing, orally, or through authorized access to a designated due diligence extranet site, and (iii) any work product developed from any of the foregoing (collectively, "**Evaluation Material**"). We acknowledge and agree that the Evaluation Material will be furnished to us only on the condition that we agree to treat the Evaluation Material in strict confidence in accordance with the following terms and conditions (the "**Agreement**"):

1. All Evaluation Material relating to the Property which may be furnished to any Recipient (as hereinafter defined) under this Agreement shall continue to be the property of the Seller and/or the Advisors, as the case may be. The Evaluation Material will be used by the Recipient solely for the purpose of evaluating the possible acquisition of the Property and will not be used in any manner detrimental or adverse to Seller, the Property, the manager(s) of the Property or any partner, fellow member or lender of any Seller or manager(s) of the Property. As soon as reasonably possible upon the Seller's or the Advisors' request or upon the termination of our Agreement, we will return to the Seller or the Advisors, as applicable, or, to the extent permitted by law, destroy, all Evaluation Material and any other written material containing or reflecting any of the Evaluation Material that has been provided to or created by us, and will not retain any copies, extracts, or other reproductions in whole or in part of such written materials.

2. We agree to keep all Evaluation Material strictly confidential and shall not disclose the contents thereof to any person without both the Advisors' and Seller's prior written consent; provided, however, that the Evaluation Material may be disclosed to our key employees, and the Recipient's outside counsel, accountants, and institutional lenders where applicable, acting on behalf of Recipient on a strictly "need to know" basis, and solely for the purposes set forth herein. We, together with any person to whom we disclose all or any portion of the Evaluation Material, pursuant to the terms hereof, are referred to herein individually and collectively as "**Recipient(s)**." Any Recipient other than us receiving Evaluation Material shall, prior to receiving such Evaluation Material from us, be informed of the confidential nature of such Evaluation Material and the terms of this Agreement and directed not to disclose the Evaluation Material to any third party. We agree that we will be responsible for any breach of the terms and conditions set forth in this Agreement by a party to whom we have disclosed the Evaluation Material. We will immediately notify the Advisors and Seller in writing of any breach of this Agreement by any Recipient which may come to our attention. In addition, the Recipients will not disclose to any person, unless otherwise required by subpoena or mandated by law, (i) the fact that the Evaluation Material has been made available to it or that it has inspected any portion of the Evaluation Material; (ii) the fact that any discussions or negotiations are taking place concerning the proposed transaction regarding the Property; or (iii) any of the terms, conditions or other facts pertaining to the proposed transaction regarding the Property, including the status thereof. The provisions of this Paragraph 2 shall not apply to information (i) which is or becomes subject to a properly issued subpoena by a court of competent jurisdiction, or (ii) is generally available to the public other than as a result of a breach of this Agreement; provided, however in any of the foregoing instances, we agree to promptly notify Seller of such required disclosure and when reasonably possible with sufficient advance notice to permit Seller to seek a protective order or to take other appropriate action to waive compliance.

3. We acknowledge and agree that neither the Seller nor the Advisors nor any director, officer, employee, partner, member, agent, counsel or representative of the Seller or the Advisors, including without limitation any lawyer, asset manager, management company, appraiser or engineer retained by the Seller or the Advisors (collectively, the "**Owner Representatives**") make any representation or warranty

whatsoever as to the accuracy or completeness of the Evaluation Material. Any financial information and/or projections contained in the Evaluation Material represent estimates based on assumptions believed to be reasonable under the circumstances, although they have not been independently verified, and no representation or warranty of any kind whatsoever (including, but not limited to, reasonableness, accuracy, or completeness) is made by the Seller, the Advisors or the Owner Representatives. The Advisors and the Seller expressly disclaim any and all liability for representations or warranties, express or implied, regarding the Evaluation Material or that actual results will conform to projections in the Evaluation Material; and we agree that neither the Advisors nor the Seller nor the Owner Representatives shall have any liability to us or to any Recipient resulting from our or their use or reliance upon the Evaluation Material, whether or not a purchase of the Property is consummated. We represent that we will conduct our own independent investigations for all those matters which we deem necessary or appropriate in order to evaluate any proposed transaction involving the Property. In the event that the Seller and we enter into a definitive agreement for the purchase and sale of the Property, the provisions of this Section 3 are subject to the terms of such definitive agreement concerning the Evaluation Material.

4. This Agreement shall be (i) binding on us and inure to the benefit of the Seller and the Advisors and their respective successors or assigns and (ii) governed by and construed in accordance with the internal laws of the Province of Nova Scotia and the federal laws of Canada applicable therein and the parties expressly agree that venue for any such dispute/claim shall only be in Halifax, Nova Scotia. THE SUBMISSION OF THE EVALUATION MATERIAL AND ANY DRAFT PURCHASE AGREEMENT FOR EXAMINATION IS NOT INTENDED TO, NOR WILL IT, CONSTITUTE AN OFFER TO SELL THE PROPERTY, OR A RESERVATION OF, OR OPTION OR PROPOSAL OF ANY KIND FOR THE SALE OR PURCHASE OF THE PROPERTY. IN NO EVENT WILL THE SUBMISSION OF THE EVALUATION MATERIAL OR DRAFT PURCHASE AGREEMENT CREATE ANY OBLIGATION OR LIABILITY UPON THE SELLER OR THE ADVISORS WHATSOEVER. WE EXPRESSLY ACKNOWLEDGE AND AGREE THAT: I) THE SELECTION OF THE WINNER OF THE BID PROCESS IS AT THE SOLE DISCRETION OF THE SELLER II) THE SELLER IS UNDER NO OBLIGATION TO ACCEPT ANY PROPOSAL RECEIVED AS A RESULT OF THE BID PROCESS OR TO SELECT/AWARD A PURCHASER IF IT CHOOSES NOT TO FOR ANY REASON III) THAT THE ADVISORS AND ITS REPRESENTATIVES ARE NOT REQUIRED TO EXPLAIN WHY A PARTICULAR BIDDER WAS OR WAS NOT SUCCESSFUL UNDER THE BID PROCESS UNLESS IT HAD FIRST RECEIVED INSTRUCTIONS IN WRITING FROM THE SELLER TO DO SO AND IV) WE SHALL INDEMNIFY AND HOLD PARTNERS GLOBAL CORPORATE REAL ESTATE AND AFFILIATES, REPRESENTATIVES AND THE SELLER HARMLESS FROM ANY AND ALL LOSES, COSTS AND DAMAGES (INCLUDING LOSS OF PROFITS/CONSEQUENTIAL DAMAGES) THAT MAY OCCUR AS A RESULT OF US NOT BEING AWARDED THE RIGHT TO PURCHASE THE PROPERTY UNDER THE BID PROCESS FOR ANY REASON.

5. The provisions of this Agreement shall survive any termination of our review of the Evaluation Material. Without the prior consent of Seller, neither we nor any of the Recipients shall communicate (regarding the proposed transaction, the Seller or the Property) with (a) any employee, manager or consultant of the management company retained by Seller to manage the Property, (b) any tenant, subtenant, or other occupant of the Property, (c) any lender (or any loan participant of any such lender) to Seller, (d) any other third party other than one of our representatives, or (e) any partner or fellow member of Seller.

6. We acknowledge that money damages would not be a sufficient remedy for any violation of the terms of this Agreement and, accordingly, Seller and/or the Advisors will be entitled to specific performance and injunctive relief as remedies for any violation. These remedies will not be exclusive remedies but will be in addition to all other remedies available to Seller and/or the Advisors at law or equity.

7. The Recipients agree not to visit the Property, other than areas open to the general public, without prior notice being given to and permission provided by the Advisors and the Seller.

Yours truly,

_____

Printed Name: _____

For and on behalf of:

Company: _____

Name: _____

Title: _____

Email: _____

Phone: _____

Additional Emails for Data Room Access:

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