

CONFIDENTIALITY AGREEMENT

Colliers Macaulay Nicolls Inc.
1067 West Cordova Street, 11th Floor
Vancouver, BC, V6Z 2X7

Attention: Simon Lim, James Lang, Jessica Hathaway and Charlie Hughes

Re: **1424-1448 West Broadway, Vancouver, BC**

For the purposes of evaluating all aspects of 1424-1448 West Broadway, Vancouver, BC (**hereinafter referred to as “the Property”**) the undersigned requests that Colliers Macaulay Nicolls Inc. (**hereinafter referred to as “Colliers”**) provides the undersigned with confidential information relating to the Property.

In consideration of Colliers and the Seller agreeing to provide the undersigned with such information, the undersigned agrees as follows:

1. To treat confidentially, such information and any other information that Colliers or the Seller furnish to the under-signed, whether furnished before or after the date of this Agreement, whether furnished orally or in writing 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 purchase and sale transaction relating to the Property. The undersigned agrees that the Evaluation Material will not be used in any way detrimental to the Property, the Seller of the Property, or Colliers and that such information will be kept confidential by the undersigned, its directors, officers, employees, consultants and representatives and these people shall be informed by the undersigned of the confidential nature of such information and shall be directed to treat such information confidentially and otherwise on the basis of their Agreement.
3. That if at any time, the undersigned considers a transaction which would involve participation directly or indirectly by a third party, the undersigned agrees to obtain from such third party, a confidentiality agreement in a form satisfactory to Colliers and the Seller prior to disclosure to such party of any Evaluation Material.
4. That the undersigned and its directors, officers, employees and representatives will not, without the prior written consent of Colliers and the Seller, disclose to any persons either the fact that discussions or negotiations are taking place concerning a possible transaction between the Seller of the Property and the undersigned, nor disclose any of the terms, conditions or other facts with respect to any such possible transaction, including the status thereof.



5. The undersigned agrees that they will not reach out to the City of Vancouver regarding the status of the rezoning and development applications pertaining to the Property, including but not limited to all employees, planning and development staff and municipal officials without prior written consent from the Seller of the Property. The undersigned also agrees that they will not reach out to any consultants related to the Property without prior written consent from the Seller of Property.
6. That the term "person" as used in this Agreement shall be broadly interpreted to include, without limitation, any corporation, company partnership or individual.
7. That at any time, at the request of Colliers and the Seller, the undersigned agrees to promptly return all Evaluation Material without retaining any copy 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 Colliers and the Seller with prompt notice of such requirement or request so that Colliers and the Seller may seek an appropriate protective order or waive compliance with the provisions of this requirement or both.
9. That the undersigned further understands and agrees that Colliers and the Seller make no representations or warranties as to the accuracy or completeness of the Evaluation Material. The undersigned agrees that Colliers and the Seller shall not have any liability to the undersigned or any of its representatives resulting from the use of the Evaluation Material by the undersigned or its representatives.



Recipient Name

Corporate Name (Please Print)

By: _____
Officer's Signature

Officer's Name and Title (Please Print)

Officer's Address

Phone Number

E-mail

