

Confidentiality Agreement

Dated _____ day of _____, 2017

CBRE Limited
2500 – 1021 West Hastings Street,
Vancouver, BC, V6E 0C3

Attention: Lance Coulson Personal Real Estate Corporation & Mitch Cramp

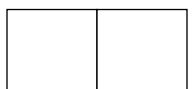
BACKGROUND FACTS:

- A. The Receiving Party has agreed to enter into this Agreement with CBRE Limited to further proceed with negotiations in relation to certain confidential real estate investment opportunities.
- B. It is recognized that, in view of the foregoing, it is reasonable and necessary for the parties to enter into this agreement.

For the purposes of evaluating all aspects of 206 East 15th Street, North Vancouver, B.C. (**hereinafter referred to as "the Property"**) the undersigned requests that CBRE Limited (**hereinafter referred to as "CBRE"**) provides the undersigned with confidential information relating to the Property.

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

1. To treat confidentially, such information and any other information that CBRE or its advisors 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. That the term "person" as used in this Agreement shall be broadly interpreted to include, without limitation, any corporation, company partnership or individual.
3. 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 Owner of the Property, or CBRE and that such information will be kept confidential by the undersigned, its directors, officers, employees 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.
4. No Representation by the Seller Parties: The Evaluation Material contains brief, selected information pertaining to the Property, and has been prepared by CBRE and/or the Owner, primarily from information supplied by the Owner. It does not purport to be all-inclusive or to contain all the information, which a prospective purchaser may desire. None of the Seller Parties make any representations or warranties, expressed or implied, as to the accuracy or the completeness of the Evaluation Material and no legal liability is assumed or to be implied with respect thereto.
5. 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 CBRE prior to disclosure to such party of any Evaluation Material.



6. That the undersigned and its directors, officers, employees and representatives will not, without the prior written consent of CBRE, disclose to any persons either the fact that discussions or negotiations are taking place concerning a possible transaction between the owner of the Property and the undersigned, nor disclose any of the terms, conditions or other facts with respect to any such possible transactions, including the status thereof.
7. The undersigned shall direct its evaluators not to disclose to anyone, that discussions or negotiations are taking place between CBRE, the Client and the undersigned, or further provide any information in relation to any of the terms, conditions or other acts related to any possible transaction(s) including the status of said transaction.
8. That at any time, at the request of CBRE, 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.
9. That in the event the undersigned is required or requested by legal process to disclose any of the Evaluation Material, the undersigned will provide CBRE with prompt notice of such requirement or request so that CBRE may seek an appropriate protective order or waive compliance with the provisions of this requirement or both.
10. This Confidentiality Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.
11. The undersigned shall deal only with the authorized agent(s) of CBRE, in relation to any present or future transactions involving the Property or CBRE's clients.

DATED at: _____, this: _____ day of: _____, 2017.

RECIPIENT NAME

Corporate Name *(Please Print)*

By: _____
Officer's Signature

Officer's Name and Title *(Please Print)*

Officer's Address

Phone Number

FAX Number

E-mail

