

CONFIDENTIALITY AGREEMENT

Macdonald Commercial Real Estate Services Ltd.
1827 West 5th Avenue
Vancouver, BC, V6J 1P5

Attention: Kelvin Luk PREC and William Maunsell

Re: **507 Main Street, Vancouver, BC**

For the purposes of evaluating all aspects of 507 Main Street, Vancouver, BC (**hereinafter referred to as “the Property”**) the undersigned requests that Macdonald Commercial Real Estate Services Ltd. (**hereinafter referred to as “Macdonald”**) provides the undersigned with confidential information relating to the Property.

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

1. To treat confidentially, such information and any other information that Macdonald 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. 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 Macdonald 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.
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 Macdonald 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 Macdonald, 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 transaction, including the status thereof.



5. That the term "person" as used in this Agreement shall be broadly interpreted to include, without limitation, any corporation, company partnership or individual.
6. That at any time, at the request of Macdonald, 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.
7. That in the event the undersigned is required or requested by legal process to disclose any of the Evaluation Material, the undersigned will provide Macdonald with prompt notice of such requirement or request so that Macdonald may seek an appropriate protective order or waive compliance with the provisions of this requirement or both.
8. That the undersigned further understands and agrees that Macdonald makes no representations or warranties as to the accuracy or completeness of the Evaluation Material. The undersigned agrees that Macdonald 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

(Please Print)

By: _____
Officer's Signature

Officer's Name and Title (Please Print)

Officer's Address

Phone Number

E-mail

