

CONFIDENTIALITY AGREEMENT

Re: 106 W Hastings Street, Vancouver, BC

This Confidentiality Agreement ("**Agreement**") is made and entered into as of the _____ ("**Effective Date**") between _____ (together with its managers, directors, and affiliates, collectively, the "**Receiving Party**") and AVISON YOUNG COMMERCIAL REAL ESTATE SERVICES, LP or itself and its affiliated entities (collectively, "**AY**" and together with the Receiving Party, the "**Parties**").

In consideration of the terms of this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Exchange of Confidential Information.** In order to explore a possible business relationship between the Receiving Party and AY, AY may in the future disclose certain Confidential Information to Receiving Party. The term "**Confidential Information**" means any and all information related to AY, including, without limitation, information regarding financial performance, legal matters, operational matters, budgetary matters, trade secrets, clients, customers, business plans, cost and pricing data, projects, marketing plans, processes, brokers, employees, salespersons and other staff, software and schematics and other technical information and information provided to AY by clients and customers, and all analyses, compilations, notes, studies, and other documents prepared by or for the benefit of the Receiving Party that contain or otherwise reflect any of the foregoing, regardless of whether or not that Confidential Information is oral, written, electronic or in any other form or format. Confidential Information will not include information that (a) was or becomes generally available to the public other than as a result of disclosure by the Receiving Party or any of its Representatives (as defined in Section 2) in violation of this Agreement, (b) becomes available to the Receiving Party from a source other than AY, provided that the Receiving Party and its Representatives have no reason to believe that such source is itself bound by a confidentiality or nondisclosure agreement with AY or otherwise prohibited from disclosing such Confidential Information by a legal, contractual or fiduciary obligation, (c) was rightfully in the Receiving Party's possession prior to receipt from AY, or (d) is independently developed by the Receiving Party without the use of the Confidential Information.

2. **Non-Disclosure of Confidential Information.** Without the prior written consent of AY, the Receiving Party will: (a) keep the Confidential Information confidential; (b) use the same means as the Receiving Party uses to protect its own confidential information, but in any event not less than reasonable means, to protect and prevent the disclosure of the Confidential Information; (c) not disclose the Confidential Information in any manner whatsoever, except as otherwise provided in this Section 2; and (d) not use the Confidential Information for any purpose other than to explore the possible business relationship with AY. Without the prior written consent of the other Party, neither party will disclose that Confidential Information has been made available to it or that discussions or negotiations are taking place between the Parties concerning the possible business relationship. Notwithstanding the foregoing, the Receiving Party may disclose the Confidential Information to its employees, agents, representatives, attorneys and financial advisers ("**Representatives**") on a "need to know" basis for purposes of evaluating the possible business relationship with the Disclosing Party, subject to the express agreement of such Representatives to abide by the terms of this Agreement. In addition, if on the advice of the Receiving Party's

legal counsel, the Receiving Party is required by a governmental agency or law to disclose any Confidential Information, such Confidential Information may be disclosed by the Receiving Party, but only to the extent such information is required to be disclosed and so long as the Receiving Party AY with prompt written notice of the required disclosure and gives AY reasonable opportunity to take steps to protect the Confidential Information.

3. **No Obligation.** Nothing in this Agreement imposes any obligation on: (a) either Party to enter into the possible business relationship (any such obligation can be created only by a subsequent separate written agreement); or (b) AY to provide the Receiving Party with any item of Confidential Information or any other information. AY makes no representation or warranty to the Receiving Party regarding the accuracy or completeness of any information provided.

4. **Term.** The restrictions contained in this Agreement will continue in effect for a period of two years after the Effective Date.

5. **Remedies.** In the event of any breach of this Agreement, AY would be irreparably and immediately harmed and could not be made whole by monetary damages alone. Accordingly, without prejudice to any rights and remedies otherwise available to AY at law, AY shall be entitled to equitable relief by way of injunction. AY shall be entitled to indemnity for its losses, damages, expenses, costs, and charges, including legal fees on a substantial indemnity basis, arising out of any breach or threatened breach of this Agreement.

6. **Property of the Disclosing Party; Return of Materials.** All materials embodying the Confidential Information will remain the property of AY. If AY and the Receiving Party do not proceed with the possible business relationship, or at any time upon the written request of AY, the Receiving Party promptly will return to AY any and all documents and other materials (and all copies and extracts thereof) containing Confidential Information and destroy any and all electronic transmission or emails containing Confidential Information provided to or obtained by the Receiving Party from AY or its employees, agents, or representatives pursuant to or as contemplated by this Agreement. Notwithstanding the foregoing, the Receiving Party shall (a) be permitted to retain a copy of the Confidential Information to the extent required to comply with applicable law or regulatory authority or written and established internal document retention policies and (b) not be required to destroy, delete, or modify any backup tapes or other media created pursuant to automated archival processes in the ordinary course of business, provided in each case notwithstanding Section 4 above, all such retained Confidential Information shall continue to be subject to the obligations of this Agreement for so long as such Confidential Information is retained.

7. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the Confidential Information and supersedes any prior agreements, communications, or representations relating thereto. The Receiving Party acknowledges that in executing this Agreement it is not relying, and has not relied, upon any agreements, communications, or representations not expressly set forth in this Agreement.

8. **Governing Law.** This Agreement will be governed by, and construed in accordance with, the laws of the province of Ontario.

9. **Successors and Assigns.** This Agreement will enure to the benefit of, and be the obligation of, the successors, heirs, and assigns of each of the Parties.

10. **Severability.** If any part of this Agreement will for any reason be held to be invalid or unenforceable by any court of competent jurisdiction, such part thereof will be deemed separate, distinct, and independent, and the remainder of this Agreement will remain in full force and effect.

11. **Signatories.** Each of the Parties represents and warrants that the person signing this Agreement on behalf of such Party is duly authorized to execute this Agreement.

12. **Counterparts.** This Agreement may be executed electronically, and in any number of counterparts, each of which will be deemed to be an original. All such separate counterparts will together constitute one and the same instrument.

The Parties confirm their agreement with the above and have executed this Agreement as of the date set forth above.

RECEIVING PARTY:

[RECEIVING PARTY ENTITY]

By: _____

Name: _____

Its: _____

Date: _____

AVISON YOUNG:

AVISON YOUNG COMMERCIAL REAL
ESTATE SERVICES, LP

By: _____

Name: _____

Its: _____

Date: _____