

CONFIDENTIALITY AGREEMENT

Confidential Information Offering

RE: 201 West 6th Avenue, Vancouver, British Columbia (the "Property")

We, _____ (the "Purchaser"), have requested from Red Spruce Investments (the "Vendor") and Avison Young Commercial Real Estate (B.C.) Inc. (the "Agent") confidential information relating to the Property.

For good and valuable consideration provided by the Vendor and the Agent (including, without limitation, the delivery of a Confidential Information Memorandum (the "CIM")), the receipt and sufficiency of which consideration is hereby acknowledged, we agree with the Vendor and the Agent to comply with all of the provisions of this Agreement. We and our Representatives (as defined below) shall keep confidential any and all Confidential Information (as defined below) provided to us by the Vendor or the Agent, and shall not disclose any Confidential Information to any Person other than our Representatives. We and our Representatives shall utilize the Confidential Information only to evaluate our potential purchase of the Property from the Vendor (the "Proposed Transaction"). **"Confidential Information"** means all information (whether in oral, graphic, written or electronic form) relating to the Vendor or the Property that is not publicly available (including without limitation, the CIM and the tenancy agreements for the Property) and all analyses, summaries, compilations, data, notes, studies and other documents or records prepared by us or our Representatives containing or based upon, in whole or in part, any such information. **"Person"** means any individual, corporation, company, trust, group, partnership, government, government's agency or authority, or any other entity whatsoever.

We may disclose Confidential Information to our officers, directors, employees, legal advisors and financial advisors (collectively, **"Representatives"**) only to the extent they need to have such Confidential Information for the purpose of evaluating the Proposed Transaction. We shall inform each such Representative of the provisions of this Agreement and we shall cause such Representative to comply with all provisions of this Agreement. We shall be responsible for any acts or omissions of our Representatives which constitute a breach of this Agreement. We also agree that any fees, commissions, expenses and other amounts payable to legal, financial or other third party advisors retained by us, or who act on our behalf, including any real estate brokers other than the Agent, will be paid by us.

We agree that we will not, without the prior written consent of the Vendor or the Agent, disclose to any other Person other than Representatives the fact that any Confidential Information has been made available to us, that this Agreement has been entered into, that discussions or negotiations are taking place concerning the Property or the Proposed Transaction, or any of the terms, conditions or other facts with respect thereto (including the status of such discussions or negotiations thereof).

We agree that, upon the Vendor's request, we and our Representatives shall return all Confidential Information (including the CIM). We further agree not to make copies of the Confidential Information (including the CIM), without the Vendor's prior written consent. We also agree that we and our Representatives shall not use the Confidential Information in any way detrimental to the Vendor, any parties assisting the Vendor or any tenant of the Vendor.

We agree that (i) the CIM and all the other information with respect to the Property being delivered to us by or on behalf of the Vendor or the Agent is subject to the limitations on liability and disclaimers for the protection of the Vendor and the Agent contained in the CIM, and (ii) we and our Representatives are bound by such provisions.

We agree to indemnify and save harmless the Vendor, any tenant of the Property and the Agent from all claims, losses, damages and liabilities whatsoever (including legal fees and disbursements) arising out of a breach by us or any of our Representatives of this Agreement. In addition, we agree that monetary damages will not be a sufficient remedy and that the Vendor and the Agent shall be entitled to seek preliminary and permanent injunctive relief in the event of a breach or threatened breach of this Agreement, as well as all other applicable remedies at law or equity.

This Confidentiality Agreement shall be binding upon the undersigned and all of our subsidiaries, affiliates and/or related Persons and shall be governed by the laws of British Columbia.

DATED this _____ day of _____, 2023.

[INSERT NAME OF PURCHASER]

Per: _____

Name

Title

We have authority to bind the Purchaser.