

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

PRIVATE & CONFIDENTIAL

441 East Pender Street, Vancouver, BC

PID: 032-397-623

Legal Description: Lot 1 Block 70 District Lot 196 Group 1 New Westminster District Plan EPP140830

This Agreement (“Agreement”) is made as of the date of execution below.

The undersigned (“Receiving Party”) acknowledges being introduced to the possible sale of the property municipally known as 441 East Pender Street, Vancouver, British Columbia, legally described as Lot 1 Block 70 District Lot 196 Group 1 New Westminster District Plan EPP140830, PID 032-397-623 (the “Property”).

The Property is owned by 1477603 B.C. Ltd. (the “Owner”) and is listed for sale by Seth Baker, CCIM, Managing Broker, Multifamily Real Estate Services Corporation (the “Listing Brokerage”).

The Listing Brokerage has assembled a confidential deal room containing proprietary documentation related to the Property, including but not limited to architectural drawings, civil engineering reports, electrical plans, geotechnical assessments, environmental assessments, arborist reports, archaeological assessments, survey plans, development permit documentation, renderings, financial analyses, and other materials prepared for or on behalf of the Owner (collectively, the “Deal Room Materials”).

In consideration of receiving access to the Deal Room Materials and other Confidential Information for the purpose of evaluating the potential acquisition of the Property (the “Transaction”), the Receiving Party agrees to the following terms:

1. DEFINITIONS

1.1 “Confidential Information” means all information, in any form, furnished or made available by the Owner or the Listing Brokerage to the Receiving Party in connection with the Transaction, including but not limited to: the Deal Room Materials; financial records and projections; development permit applications and approvals; building permit applications; construction cost estimates; unit mix and pricing analyses; title documents; survey and site plans; consultant reports; and any other information identified as confidential or that a reasonable person would understand to be confidential given the nature of the information and the circumstances of disclosure.

1.2 “Representatives” means the Receiving Party’s officers, directors, employees, agents, professional advisors (including lawyers, accountants, and financial advisors), and consultants retained in connection with evaluating the Transaction.

1.3 Confidential Information does not include information that: (a) was publicly available at the time of disclosure, or subsequently becomes publicly available through no fault of the Receiving Party; (b) was already in the possession of the Receiving Party prior to disclosure, as evidenced by written records; or (c) was independently developed by the Receiving Party without reference to the Confidential Information.

2. CONFIDENTIALITY OBLIGATIONS

2.1 The Receiving Party shall hold all Confidential Information in strict confidence and shall not disclose, disseminate, publish, or otherwise make available any Confidential Information to any person, except as expressly permitted in this Agreement.

2.2 The Receiving Party may disclose Confidential Information only to its Representatives who: (a) have a legitimate need to know the information for the purpose of evaluating the Transaction; and (b) have been informed of, and agree to be bound by, obligations of confidentiality no less restrictive than those contained in this Agreement. The Receiving Party shall be responsible for any breach of this Agreement by its Representatives.

2.3 Without the prior written consent of the Owner or the Listing Brokerage, the Receiving Party shall not, and shall not permit any of its Representatives to:

- (a) use any Confidential Information for any purpose other than evaluating the Transaction;
- (b) disclose to any person that Confidential Information has been made available, that the Receiving Party is considering the Transaction, or that discussions or negotiations are taking place concerning the Transaction, including the status of any offer made or contemplated;
- (c) reproduce, copy, or extract any Confidential Information, including but not limited to architectural drawings, renderings, engineering reports, or development permit documentation, except as reasonably necessary for evaluation by the Receiving Party's Representatives; or
- (d) use any Confidential Information for personal business gain or in competition with the Owner or the Property.

3. NO CONTACT

3.1 The Receiving Party shall not, under any circumstances, contact or communicate with any current occupants, tenants, or residents of the Property without the prior written consent of the Owner or the Listing Brokerage.

3.2 The Receiving Party shall not contact or communicate directly with the Owner except through the Listing Brokerage, unless the Owner provides express written consent to the contrary.

4. NO DIRECT DEALINGS

4.1 All enquiries, offers, negotiations, and communications regarding the Transaction shall be directed exclusively through the Listing Brokerage. There shall be no attempt to deal directly with the Owner without the express knowledge, consent, and written approval of the Listing Brokerage.

5. RETURN AND DESTRUCTION OF INFORMATION

5.1 Upon the earlier of: (a) written request from the Owner or the Listing Brokerage; or (b) the termination of the Receiving Party's consideration of the Transaction, the Receiving Party shall promptly return or destroy all Confidential Information in its possession or in the possession of its Representatives, including all copies, extracts, summaries, and analyses derived therefrom.

5.2 Upon request, the Receiving Party shall provide written confirmation that all Confidential Information has been returned or destroyed in accordance with this section.

6. NO REPRESENTATIONS OR WARRANTIES

6.1 The Receiving Party acknowledges and agrees that neither the Owner nor the Listing Brokerage makes any representation or warranty, express or implied, as to the accuracy, completeness, or reliability of any Confidential Information. The Receiving Party shall be solely responsible for conducting its own independent due diligence and verification of all information received.

6.2 Only those representations and warranties, if any, made in a definitive purchase and sale agreement, when, as, and if one is executed, shall have any legal effect.

7. DURATION

7.1 The obligations of the Receiving Party under this Agreement shall survive for a period of five (5) years from the date of execution, regardless of whether the Transaction is completed.

8. REMEDIES

8.1 The Receiving Party acknowledges that any breach or threatened breach of this Agreement may cause irreparable harm to the Owner for which monetary damages may not be an adequate remedy. Accordingly, the Owner shall be entitled to seek injunctive or other equitable relief in addition to any other remedies available at law or in equity, without the necessity of proving actual damages or posting a bond.

9. GOVERNING LAW AND JURISDICTION

9.1 This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

9.2 Any dispute arising under or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of British Columbia.

10. GENERAL PROVISIONS

10.1 **Entire Agreement.** This Agreement constitutes the entire understanding between the Parties with respect to its subject matter and supersedes all prior agreements or understandings, whether written or oral.

10.2 **Amendment.** This Agreement may not be amended or modified except by a written instrument signed by both the Owner and the Receiving Party.

10.3 **Waiver.** No waiver of any provision of this Agreement shall be deemed or constitute a waiver of any other provision, nor shall any such waiver constitute a continuing waiver unless otherwise expressly provided.

10.4 **Assignment.** The Receiving Party may not assign or transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of the Owner.

10.5 **Severability.** If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

10.6 **Counterparts.** This Agreement may be executed in counterparts and delivered by electronic means, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10.7 **Enurement.** This Agreement shall be binding upon and enure to the benefit of the Parties and their respective heirs, executors, administrators, successors, and permitted assigns.

EXECUTION

By signing below, the Receiving Party acknowledges having read, understood, and agreed to all terms of this Agreement, and confirms receipt of a copy of same.

RECEIVING PARTY DETAILS

Company / Entity:

Full Legal Name:

Title:

Email:

Telephone:

Address:

RECEIVING PARTY'S AGENT (if applicable)

Agent Name:

Brokerage:

Agent Email:

Agent Telephone:

SIGNATURE

Signature:

Date:

Multifamily Real Estate Services Corporation
Seth Baker, CCIM | Managing Broker
801 – 938 Howe St, Vancouver BC V6Z 1N9
seth@multifamily.ca | (778) 686-3330