

CONFIDENTIALITY AGREEMENT AND ACKNOWLEDGEMENT

Attention: Max Wiltshire PREC & Derek Nystrom PREC

Cushman & Wakefield ULC
Suite 1200 - 700 W Georgia St,
Vancouver, BC, V7Y 1A1

RE: 11951 Mitchell Road, Richmond, BC, V6V 1M7

In connection with our possible interest in the purchase of an interest in 11951 Mitchell Road, Richmond, BC (the "Property"), Sada Lift Truck Services Ltd (the "Vendor") and Cushman & Wakefield ULC and Macdonald Commercial RES Ltd (the "Agent") may furnish us with certain information concerning the Property that is non-public, confidential or proprietary in nature. The possible sale of the Property is referred to herein as the "Transaction".

As used herein, the following terms have the following meanings:

"Representatives" mean our agents, lenders, financial advisors, attorneys, accountants and professional consultants retained in connection with the Transaction. All Representatives retained by us will act solely on our behalf and will be paid by us.

"Confidential Information" means information about the Property or the Transaction furnished by the Agent or the Vendor to us, whether in oral, written or electronic form, together with all analyses, compilations, forecasts and studies prepared by us incorporating such information. The term "Confidential Information" does not include information: (i) which was publicly known, or otherwise known to us, at the time of disclosure, (ii) which subsequently becomes publicly known through no act or omission by us or our Representatives, or (iii) which otherwise becomes known to us, other than through disclosure: (a) by the Agent or the Vendor, or (b) from a source actually known by us to be bound by a confidentiality agreement or other legal or contractual obligation of confidentiality with respect to such information.

We agree that we will hold in confidence and not disclose the Confidential Information, except: (a) as may be required by law; and (b) to our officers, directors, and employees, and our Representatives who have agreed in writing to be bound by the terms of this Agreement.

Except with the prior written consent of the Vendor, we will not permit any of our Representatives to:

- (1) use any of the Confidential Information other than for the purpose of evaluating and completing the Transaction;
- (2) disclose to any person, other than in accordance with this agreement,
 - (a) any Confidential Information;
 - (b) that we have received the Confidential Information;
 - (c) that we are considering a possible transaction with the Vendor, or;
 - (d) that discussions or negotiations are taking place concerning a possible transaction, including the status of any offer made or contemplated;
- (3) disclose the terms of the rent roll to any member of the brokerage community.

Except with the prior written consent of the Vendor, we will not contact or speak with any employees of the Vendor or with the tenants, or their invitees, that are on the Property.

Upon termination of our consideration of the Transaction, or such earlier time as the Vendor or Agent may request, we agree to return all Confidential Information to the Vendor, including copies of documents and extracts of Confidential Information produced by us or our Representatives, and we further agree that we will return to the Vendor, or upon written request by Vendor we will cause to be destroyed, all other documents in our possession or in the possession of our Representatives containing Confidential Information.

The undersigned agrees that this letter supersedes all prior agreements and understandings relating to the subject matter hereof. Unless and until definitive agreement between us and the Vendor with respect to any Transaction has been executed and delivered, neither we nor the Vendor will be under any legal obligation of any kind whatsoever with respect to such a Transaction.

We understand and acknowledge that neither the Agent nor the Vendor (including their respective representatives) makes any representations or warranties, express or implied, as to the accuracy or completeness of the Confidential Information, it being understood and agreed that only those particular representations and warranties made in connection with a definitive agreement when, as and if one is executed, shall have any legal effect.

We understand and acknowledge that any dispute shall be governed under the laws of British Columbia, at the Vancouver Registry.

Yours very truly,

Company: _____

Signature: _____

Name: _____

Title: _____

Date: _____