

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

Dated the _____ day of _____, 2021.

OFM HOLDINGS LTD.

209 – 1320 King Albert Avenue,
Coquitlam, BC V3J 1Y1

Dear Sirs/Mesdames:

For the purposes of evaluating the possible purchase of those lands and premises located at 1320 King Albert Avenue, Coquitlam, British Columbia and legally described as Parcel Identifier: 008-485-496, Lot 169, District Lot 357, Group 1, New Westminster District, Plan 38235 (the “**Property**”), the undersigned requests that OFM Holdings Ltd. (the “**Owner**”) and Cushman & Wakefield ULC (“**C&W**”) provide the undersigned with confidential documents and information relating to the Property and the Owner (collectively, the “**Evaluation Materials**”).

In consideration of the Owner and C&W agreeing to provide the undersigned with such Evaluation Materials, and for other consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby covenants and agrees with the Owner and C&W as follows:

1. The undersigned will treat in a strictly confidential manner any and all Evaluation Materials that the Owner or C&W or their respective directors, officers, employees, consultants, agents, bankers, lenders, accountants, solicitors and advisors (collectively, the “**Owner’s Representatives**”) provide to the undersigned, whether provided or after the date of this Agreement, whether provided electronically or in writing or gathered by inspection, and regardless of whether specifically identified as “confidential”. The Evaluation Materials will include, and the confidentiality obligations contained in this Agreement will apply to, all notes, analyses, compilations, data studies or other documents prepared by the undersigned or its Representatives (as hereinafter defined) containing or based upon, in whole or in part, any of the Evaluation Materials. The Evaluation Materials will not include, and the confidentiality obligations contained in this Agreement will not apply to, any documents or information (i) which were publicly known at the time of disclosure, (ii) which subsequently become publicly known through no act or omission of the undersigned or its Representatives, or (iii) which otherwise become known to the undersigned other than through disclosure by the Owner or by the Owner’s Representatives.

2. The undersigned will not to use any of the Evaluation Materials for any purpose other than for the exclusive purpose of evaluating the possibility of a purchase and sale transaction relating to the Property. The undersigned agrees that the Evaluation Materials will not be used in any way detrimental to the Property, the Owner or C&W and that such information will be kept strictly confidential by the undersigned and its directors, officers, employees, consultants, agents, bankers, lenders, advisors, investors, accountants, solicitors and advisors (collectively, the “**Representatives**”). The undersigned will advise its Representatives of the confidential nature of the Evaluation Materials and will direct its Representatives to treat such information confidentially in accordance with the terms of this Agreement. Any of the undersigned’s Representatives who are not directors, officers or employees of the undersigned will be required to agree in writing to abide by the terms of this Agreement prior to receiving any of the Evaluation Materials. The undersigned will be responsible for any breach by its Representatives of the terms contained in this Agreement.

3. The undersigned will not disclose the Evaluation Materials, either in whole or in part, to any persons other than its Representatives, without the prior written consent of the Owner. If at any time the undersigned considers a transaction relating to the Property which would involve participation, directly or indirectly, by a third party, the undersigned agrees that it will, prior to disclosing to such third party any of the Evaluation Materials, notify the Owner and C&W of the identity of the third party and, if Owner consents to such disclosure, obtain from such third party a confidentiality and non-disclosure agreement on the terms contained in this Agreement.
4. The undersigned and its Representatives will not, without the prior written consent of the Owner, disclose to any person either the fact that discussions or negotiations are taking place concerning a possible transaction between the Owner and the undersigned (or any approved third party) relating to the Property, or the terms, conditions or other facts with respect to any such possible transaction, including the proposed terms of the transaction or the status thereof.
5. The term "person" as used in this Agreement will be broadly interpreted to include, without limitation, any corporation, company, partnership, joint venture, association, limited liability company, trust, estate, unincorporated association or a division thereof, a governmental organization, subdivision, agency or authority thereof, whether foreign or domestic or an individual.
6. The undersigned will, at the written request of the Owner, immediately cease using all or any portion of the Evaluation Materials and promptly return all Evaluation Materials to the Owner, without retaining any copy thereof. The undersigned will certify, in writing through an officer of the undersigned, to the Owner that the undersigned has returned all Evaluation Materials and copies thereof, including any notes, analyses, compilations, data studies or other documents prepared by the undersigned or its Representatives containing or based upon, in whole or in part, any of the Evaluation Materials.
7. If the undersigned or its Representatives is required or requested by any person in any legal process to disclose any of the Evaluation Materials, the undersigned will provide the Owner and C&W with prompt notice of such requirement or request so that the Owner may seek an appropriate protective order, or waive compliance with the provisions of this requirement or request, or both. In the event that a protective order or other remedy is not obtained, or the Owner waives compliance with the provisions of this Agreement, the undersigned will furnish only that portion of the Evaluation Materials that is legally required to be disclosed and the undersigned will exercise commercially reasonable efforts to obtain reliable assurances that confidential treatment will be accorded the Evaluation Materials.
8. The undersigned further understands and agrees that neither the Owner nor C&W makes any representation or warranty as to the accuracy or completeness of any of the Evaluation Materials. The undersigned agrees that neither the Owner nor C&W will have any liability to the undersigned or any of its Representatives resulting from the use of the Evaluation Materials by the undersigned or its Representatives.
9. No amendments, changes or modifications to this Agreement will be valid unless the same are in writing and signed by a duly authorized representative of each of the parties hereto.
10. This Agreement is not an offer, an acceptance, or a contract to negotiate or enter into a possible transaction with respect to the Property, nor is it intended to require the parties to proceed with or continue such negotiations or transactions.
11. The undersigned acknowledges and agrees that the Owner would not have an adequate remedy at law and would be irreparably harmed in the event that any of the terms of this Agreement are not observed or performed in accordance with their specific terms or are otherwise breached. Accordingly, the undersigned agrees that the Owner will be entitled to

injunctive relief to prevent breaches or threatened breaches of the terms of this Agreement and to specifically enforce the terms hereof, in addition to any other remedy to which the Owner may be entitled, at law or in equity. In this regard, the undersigned will take or cause to be taken all such further reasonable actions to assist the Owner in its efforts to recover any of the Evaluation Materials that are improperly disclosed or to prevent the disclosure of any of the Evaluation Materials that is inconsistent with the terms of this Agreement, including, without limitation, pursuing available injunctive remedies against the undersigned's Representatives. The undersigned understands and agrees that no failure or delay by the Owner in exercising any right, power or privilege provided to it under the terms of this Agreement will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or future exercise of any right, power or privilege hereunder.

12. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof. This Agreement will enure to the benefit of, and be binding on, the parties hereto and their respective successors and permitted assigns.

13. This Agreement will be governed and construed in accordance with the laws of British Columbia and the federal laws of Canada applicable therein.

14. All notices required or permitted to be given pursuant to this Agreement will be in writing and will be delivered by hand, certified mail or e-mail to the intended party at the address specified below or such other address as may be specified by a party by such a notice:

If to the Owner:

OFM Holdings Ltd.
100 – 1320 King Albert Avenue,
Coquitlam, BC V3J 1Y1
Attention: Jenny Oliynyk
Email: ladysharonapt@gmail.com

If to C&W:

Cushman & Wakefield ULC:
P.O. Box 10023, Pacific Centre
Suite 700, 700 West Georgia Street,
Vancouver, BC B7Y 1A1
Attention: David Venance PREC
Email: David.Venance@cushwake.com

If to the undersigned:

Attention: _____
Email: _____

If to the undersigned (Agent):

Attention:_____

Email:_____

15. This Agreement may be executed and delivered by the undersigned by electronic mail to Holly.Damaso@cushwake.com.

DATED at _____, this ____ day of _____, 2021.

CORPORATE NAME (Please Print)

By: _____
(Officer's Signature)

(Officer's Name and Title)

DATED at _____, this ____ day of _____, 2021.

BROKERAGE NAME (Please Print)

By: _____
(Agent's Signature)

(Agent's Name and Title)

Your Relationship with a Real Estate Professional

Real estate professionals have a regulatory requirement to present you with this consumer information before providing services to you.

This information explains the different relationships you can have with a real estate professional to buy, sell or lease property. Before you disclose confidential information to a real estate professional regarding a real estate transaction, you should understand what type of business relationship you have with that individual.

BC Financial Services Authority is the legislated regulatory agency that works to ensure real estate professionals have the skills and knowledge to provide you with a high standard of service. All real estate professionals must follow rules that help protect consumers, like you. We're here to help you understand your rights as a real estate consumer.

Keep this information page for your reference.

You can work with a real estate professional in one of the following ways:

AS A CLIENT

If you are the client of a real estate professional, they work on your behalf. The real estate professional representing you has special legal duties to you, including:

- **Loyalty.** They will act only in your best interests.
- **Full disclosure.** They must tell you everything they know that might influence your decision in a transaction.
- **Avoid conflicts of interest.** They must avoid any situation that would affect their duty to act in your best interests.
- **Confidentiality.** They must not reveal your private information without your permission, even after your relationship ends. That includes:
 - your reasons for buying, selling or leasing
 - your minimum/maximum price
 - any preferred terms and conditions you may want to include in a contract

When you become a client, you may be asked to sign a written agreement setting out your and the real estate professional's responsibilities.

AS A NON-CLIENT

A real estate professional who is not representing you as a client does not owe you special legal duties:

- **No loyalty.** They may be representing a client with competing interests to yours in a transaction. They must be loyal to their client, not you.
- **No duty of full disclosure.** They do not have a duty to give you all relevant information.
- **No duty to avoid conflicts.** They are not acting in your interests.
- **No confidentiality.** They must share any information you tell them with their clients in a transaction.

As a non-client, a real estate professional may give you only limited services.

Whenever a real estate professional works with you in a real estate transaction, whether you are their client or not, they have a responsibility to act honestly and with reasonable care and skill.

Your Relationship with a Real Estate Professional

DISCLOSURE OF REPRESENTATION IN TRADING SERVICES

This is a required disclosure form in compliance with sections 54 of the Real Estate Services Rules. Your real estate professional must present the Your Relationship with a Real Estate Professional information page to you along with this disclosure form.

REAL ESTATE PROFESSIONAL DISCLOSURE DETAILS

I disclose that I am (check one):

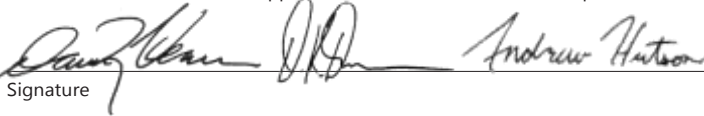
- representing you as my client
- not** representing you as a client

David Venance PREC, Don Duncan PREC & Andrew Hutson PREC

Name

*PREC - Personal Real Estate Corporation

Team name and members, if applicable. The duties of a real estate professional as outlined in this form apply to all team members.



Signature

Date

September 2021

Notes:

For the Sale of 1320 King Albert Avenue, Coquitlam (Lady Sharon Apartments)

CONSUMER ACKNOWLEDGMENT:

This is NOT a contract

I acknowledge that I have received the Your Relationship with a Real Estate Professional consumer information page and this disclosure form.

Name (optional)

Name (optional)

Initials (optional)

Date

Initials (optional)

Date

A copy of this disclosure is not required to be provided to BC Financial Services Authority unless it is specifically requested.

Not a Client? Know the Risks

Real estate professionals have a regulatory requirement to present you with this consumer information.

This information from BC Financial Services Authority explains the risks of working with a real estate professional who is already representing a client in the same transaction.

We recommend that you seek independent representation in this real estate transaction.

BE CAUTIOUS.

The real estate professional who gave you this form is already representing a client in this transaction. They owe a duty of loyalty to that client and must work in that client's best interests. They cannot represent you or work in your interests in this transaction.

This real estate professional must tell their client any relevant information you share with them. For example, if disclosed by you, they must share the following information:

- your reasons for buying, selling or leasing
- your minimum/maximum price
- any preferred terms and conditions you may want to include in a contract

Only share information that you are comfortable being disclosed to the other party in this transaction.

BC Financial Services Authority is the legislated regulatory agency that works to ensure real estate professionals have the skills and knowledge to provide you with a high standard of service. All real estate professionals must follow rules that help protect consumers, like you. We're here to help you understand your rights as a real estate consumer.

Keep this information page for your reference.

This real estate professional can only provide you very limited services. Because this real estate professional must be loyal to their client and work in their client's interest, they can only give you limited assistance.

THEY CANNOT:

- X give you advice on an appropriate price
- X give you advice about any terms and conditions to include in a contract
- X negotiate on your behalf
- X share any of their client's confidential information with you, like:
 - their minimum/maximum price
 - their reason for buying/selling/leasing.
- X protect your confidential information

THEY CAN:

- ✓ share general information and real estate statistics
- ✓ show a property and provide factual information about the property
- ✓ provide you with standard real estate forms and contracts
- ✓ fill out a standard real estate contract
- ✓ communicate your messages and present your offers to their client

Not a Client? Know the Risks

DISCLOSURE OF RISKS TO UNREPRESENTED PARTIES

This is a required disclosure form in compliance with section 55 of the Real Estate Services Rules. A real estate professional must present the Not a Client? Know the Risks information page to you along with this form.

REAL ESTATE PROFESSIONAL DISCLOSURE DETAILS

I am already representing a client in this transaction and working in only their best interest. I am not representing you or acting on your behalf.

David Venance PREC, Don Duncan PREC & Andrew Hutson PREC

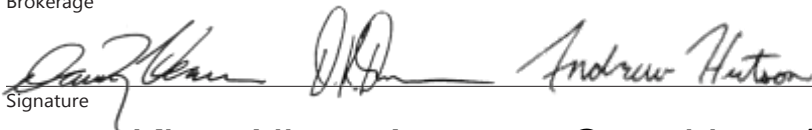
Name

* PREC - Personal Real Estate Corporation

Team name and members. The duties of a real estate professional as outlined in this form apply to all team members.

Cushman and Wakefield ULC

Brokerage



Signature

Date

September 2021

1320 King Albert Avenue, Coquitlam (Lady Sharon Apartments)

Property address

Notes:

CONSUMER ACKNOWLEDGMENT:

This is NOT a contract

I acknowledge that I have received the Not a Client? Know the Risks consumer information page and this disclosure form.

I understand that the real estate professional named above is not representing me as a client or acting on my behalf in this transaction.

Name (optional)

Name (optional)

Initials (optional)

Date

Initials (optional)

Date

A copy of this disclosure is not required to be provided to BC Financial Services Authority unless it is specifically requested.