



Cushman & Wakefield ULC
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CONFIDENTIALITY AGREEMENT

To: **David Venance, Peter Gibson, Don Duncan**
 Cushman & Wakefield ULC
 700 – 700 West Georgia Street
 Vancouver, BC V7Y 1A1
 Fax: (604) 683-0432

RE: **RED Como Lake – 717 Como Lake Avenue, Coquitlam, BC (“The Property”)**

We, the undersigned, have requested that various materials, documents, information, and other matters regarding the Property (“Property Information”) be delivered and disclosed to us by you. As a condition to, and in consideration of, the delivery and disclosure of the Property Information by you to us, we agree as follows:

1. **Purpose:** We have been advised that Cushman & Wakefield ULC has been retained on an exclusive basis by **Trio Adera Limited Partnership** (the “Vendor”) with respect to selling the Property. The Vendor has indicated that all inquiries and communications with respect to the contemplated sale of the Property be directed to Cushman & Wakefield ULC.
2. **Confidentiality:** We are active as a principal and agree to use the Property Information only for the purpose of evaluating our desire to acquire the Property, and not for any other purpose whatsoever. We agree that all of the Property Information is confidential and that we shall not disclose any of the Property Information in any manner whatsoever, except to the extent that the Property Information is (a) generally publicly available through no act of the undersigned, or (b) required to be disclosed by law. We agree not to disclose to any person or party (other than our institutional lenders, employees, legal counsel, and consultants, provided they agree to be bound to the same extent as the undersigned by this agreement) the fact that discussions or negotiations are taking place concerning the possible acquisition of the Property, without the prior written consent of Cushman & Wakefield ULC and the Vendor.
3. **Indemnity:** We agree to indemnify, defend and hold harmless Cushman & Wakefield ULC and the Vendor, and the respective partners, members, shareholders and employees of each of them, against any loss, liability or expense, including legal fees, arising out of any breach of the terms of this agreement. We confirm that we are acting as a principal or investment advisor with respect to the potential acquisition of the Property, and not as broker, and will not look to the Vendor or Cushman & Wakefield ULC for any fees or commissions.
4. **Disclaimer and Waiver:** We acknowledge that neither you nor any of your representatives make or have made any representations or warranties regarding the accuracy or completeness of the Property Information.
5. **Binding Agreement:** Upon execution hereof, this agreement shall be a binding agreement between the undersigned, Cushman & Wakefield ULC, and the Vendor.

Accepted and agreed to on this ____ day of _____ 2021

By: _____	Agent’s Signature: _____
Printed Name/Title: _____	Agents Name (Print): _____
Company: _____	Agent’s Brokerage: _____
Phone: _____	Agent’s Phone: _____
Email: _____	Agent’s Email: _____

Please return via email to Holly.Damaso@cushwake.com