

**TO: GEC MARINE GATEWAY, GEC PEARSON, GEC BURNABY HEIGHTS, GEC GRANVILLE
(collectively, and respectively, the “Owner”)**
**AND TO: CBRE LIMITED
(the “Advisor”)**

CONFIDENTIALITY AGREEMENT

In connection with the potential purchase of the properties and premises located in Vancouver and Burnaby, British Columbia as more particularly described in Schedule “A” (collectively, the “**Properties**”), which is being marketed for sale by the Advisor on behalf of the Owner, we, the undersigned, acknowledge that the Owner, and the Advisor have and will furnish us with certain information, financial and otherwise, which is non-public, highly sensitive, confidential and proprietary in nature, solely for the purpose of us considering and evaluating a potential purchase of the Properties. As a condition of furnishing such information to us, the Owner requires that we agree to keep such information in strict confidence and execute this confidentiality agreement (the “**Agreement**”).

All data, documents, records, agreements and other information of any kind whatsoever provided or disclosed to or received by us by or on behalf of the Owner and/or the Advisor in connection with or in any way related to the Owner and/or the Properties (whether oral, in writing or stored in electronic form or media including, but not limited to, verbal and written conversations and correspondence whether by means of electronic mail, text messaging or any other communication mediums), and all other data, documents and records (whether in writing or stored in electronic form or media) prepared by us or our Representatives (as defined below) containing or based upon, in whole or in part, any such furnished information is referred to in this Agreement collectively or individually as the “**Confidential Information**”. For clarity, the Confidential Information will also include the fact that the Owner and the Advisor are considering the proposed sale of the Properties and marketing same for sale on an exclusive basis and the terms of this Agreement and any other agreements (including letters of intent, offers to purchase and/or the definitive Purchase Agreement (as defined below)) entered into by or on behalf of the Owner with us in respect of all or any of the Properties. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is already known to us prior to the date of this Agreement (demonstrated in the manner contemplated herein) from a source, other than the Owner or Advisor and not known to us to be bound by an obligation of confidentiality; (ii) is or becomes part of the public domain other than as a result of a disclosure by us or our Representatives; or (iii) becomes available to us in good faith from a source, other than the Owner or Advisor and not known to us to be bound by an obligation of confidentiality.

If the Confidential Information is demonstrably known by us at the time of disclosure by the Owner or the Advisor then we shall within five (5) days of receiving such information from the Owner or the Advisor give written notice to the Owner or the Advisor, as the case may be, of this fact by disclosing the date and source of our previous acquisition of the information comprising the Confidential Information and a detailed description of such previously acquired information. If we fail to give this notice to the Owner or the Advisor we agree that notwithstanding our previous knowledge all such information shall be considered and deemed to be Confidential Information for the purposes of this Agreement.

In consideration of the Owner and the Advisor providing the Confidential Information to us and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), we covenant and agree with the Owner and Advisor to keep all Confidential Information in strict confidence in accordance with the terms and conditions of this Agreement.

We agree that, except to the extent required by law, all Confidential Information: (i) shall be kept strictly confidential; (ii) shall not be disclosed by us in any manner whatsoever in whole or in part without the Owner's prior written consent, which consent may be arbitrarily or unreasonably withheld; and (iii) shall not be used by us, directly or indirectly, for any purpose other than for the purpose of evaluating a potential purchase of the Properties.

We further agree that: (i) we will protect the Owner's and Advisor's interest in the Confidential Information; (ii) all right, title and interest in and to the Confidential Information shall remain the exclusive property of the Owner and/or Advisor, as applicable, and the Confidential Information will be held by us in trust for the Owner and Advisor, as applicable; (iii) no interest, licence or any right respecting the Confidential Information, other than as may be expressly set out herein, is granted to us under this Agreement or in the course of our dealing with the Owner or Advisor by implication or otherwise; and (iv) neither we nor our Representatives will contact any tenant or occupant of the Properties, the manager of the Properties, the project consultants for the Properties or any other parties associated with the ownership, management and operation of the Properties or otherwise, without the Owner's prior written consent, which consent may be arbitrarily or unreasonably withheld.

Subject to the following terms hereof, we may transmit the Confidential Information to certain of our directors, officers, employees, agents, counsel, consultants, advisors and potential partners and lenders (collectively referred to herein as "**Representatives**") but only to the extent that such Representatives have a need to know the Confidential Information for the purposes of assisting us to evaluate a potential purchase of the Properties. Prior to disclosing Confidential Information to any such Representative, we will inform such Representative of the confidential nature of the Confidential Information and will have the Representative agree in writing to be bound by the terms set out in this Agreement in the same way as we are bound by the terms of this Agreement. We further agree to be responsible for any breach of the provisions of this Agreement by any of our Representatives and agree to indemnify the Owner for any such breach by our Representatives. For clarity, we agree that we will not be permitted to disclose any of the Confidential Information to our Representatives unless and until each of them has entered into a confidentiality agreement with respect to the Confidential Information on substantially the same terms and conditions as set forth therein.

In the event that we or our Representatives become legally compelled to disclose any of the Confidential Information, the existence of this Agreement or any of the terms hereof, we will provide the Owner with prompt notice thereof so that the Owner may seek a protective order or other appropriate remedy or the Owner may waive compliance with any specific provision or term of this Agreement.

We agree to protect and safeguard the Confidential Information from loss, theft and destruction or the like, and to ensure that our Representatives who receive Confidential Information shall do likewise. We further agree that upon termination of our evaluation of the Properties or upon written request by

the Owner, we shall destroy or return to the Owner all of the Confidential Information within our (or our Representatives') possession or control or power to control (whether in writing or stored in electronic form other form or media) and delete the Confidential Information from all storage and retrieval systems and data bases, or destroy the same as directed by the Owner. Notwithstanding the return of the Confidential Information, we and our Representatives shall continue to be bound by our obligations hereunder until the termination of this Agreement in accordance with its terms. In addition, any Confidential Information retained pursuant to this paragraph shall remain subject to the terms of this Agreement, notwithstanding the termination of this Agreement.

Although we understand that the Owner and Advisor will endeavour to include in the Confidential Information material known to them which they believe to be relevant for the purpose of evaluating a potential purchase of the Properties, we acknowledge and agree that nothing in this Agreement obligates the Owner and Advisor to make any particular disclosure of Confidential Information. We further acknowledge and agree that none of the Owner, Advisor or any of their respective representatives make any representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information, except to the extent expressly set out in a definitive agreement of purchase and sale (the "**Purchase Agreement**") of the Properties subsequently entered into between us and the Owner. We acknowledge that none of the Owner, Advisor or any of their respective representatives shall have any liability to us or our Representatives relating to or resulting from the use of the Confidential Information or any errors or omissions contained in the Confidential Information except to the extent expressly set out in the Purchase Agreement.

We acknowledge that the Confidential Information is material to the interests and business affairs of the Owner, and any breach of this Agreement may result in material direct or consequential damages to the Owner. We acknowledge and agree that monetary damages will not be a sufficient remedy for any breach of this Agreement by us or our Representatives and that the Owner shall also be entitled to equitable relief, including injunction and specific performance, as an additional remedy in respect of any such breach. Such remedies shall not be deemed to be the exclusive remedies for any such breach but shall be in addition to all other remedies available at law or in equity to the Owner. We shall indemnify and save harmless the Owner and Advisor and any of their respective directors, officers, agents, employees, representatives, successors and assigns from and against all losses, damages, expenses, liabilities, actions, causes of action, judgements, claims and demands resulting from any breach of this Agreement by us and/or any of our Representatives. This Agreement shall terminate on the earlier of: (i) the execution of the Purchase Agreement except as otherwise expressly contemplated therein; or (ii) if no Purchase Agreement is signed, then two (2) years from the date hereof.

This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein. This Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, legal personal representatives, successors and permitted assigns; provided however, that we will not be permitted to assign this Agreement without the written consent of the Owner. Each party hereby irrevocably and unconditionally consents to submit to the exclusive jurisdiction a court of competent jurisdiction located within Vancouver, British Columbia, Canada for any action, suit, or proceeding arising out of or relating to this Agreement and any transaction contemplated by this

Agreement (and agrees not to commence any action, suit, or proceeding relating thereto except in such courts).

SIGNATURE PAGE TO FOLLOW

Date: _____, 2021

NAME OF PROSPECTIVE PURCHASER

By: _____

I/We have the authority to bind the Corporation

SCHEDULE "A"
The Properties

Property	Address	Suites	Year Built
GEC Marine Gateway	8101 Nunavut Lane, Vancouver, BC V5X 0E3 & 488 West 64 th Avenue, Vancouver, BC V6P 3J5	110	2015
GEC Pearson	7657 Cambie Street, Vancouver, BC V6P 3H8	129	2018
GEC Burnaby Heights	438 Gamma Avenue, Burnaby, BC V5C 2K9	30	2016
GEC Granville	718 Drake Street, Vancouver, BC V6Z 2W6	144	1997
Total	Multi-Residential Portfolio	413	-1997 - 2018