

Goodman:

Mark Goodman / Cynthia Jagger
Goodman Commercial Inc.
560 – 2608 Granville Street
Vancouver, BC V6H 3V3

RE: 1065 Pacific Street, Vancouver, 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 Goodman Commercial Inc has been instructed by the Vendor to seek interested parties in respect to selling the Property. We hereby agree not to discuss the proposed Sale of the Property with any persons not directly related to the acquisition and in particular any of the Tenants located in the Property.
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 we will not contact or speak with any employees of the Vendor or Tenants in the Property without the prior written consent of Goodman Commercial Inc. and the Owner. 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 Goodman Commercial Inc. and the Vendor.
3. **Indemnity:** We agree to indemnify, defend and hold harmless Goodman Commercial Inc. 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 Goodman Commercial Inc. 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, Goodman Commercial Inc., and the Vendor.

Accepted and Agreed to on this ____ day of _____ 2020

By: _____

Printed Name/Title: _____

Company: _____

Phone: _____

Email: _____