

CONFIDENTIALITY AGREEMENT

TO: **REALTOR® Rachel Diesing** • Sotheby's International Realty Canada
("SIRC") Phone: 604-789-3156 Email: rdiesing@sothebysrealty.ca

REALTOR® Keath Williams / Isaac Foord – London Pacific Property Agents Inc.
London Pacific Phone: 604-420-2600 Email: kwilliams@londonpacific.ca;
isaac@londonpacific.ca (collectively the "Brokers.")

RE: Institutional Energy Services Industrial Business Park
6534 – 7094 100 Avenue & 10263 Kirk Street, Peace River BC (the "Property")

For the purposes of evaluating all aspects of the Industrial Business Park (the "Property") the undersigned as principals requests that the Brokers provide the undersigned with confidential information relating to the Property. In consideration of the Owner and the Brokers agreeing to provide the undersigned with such information, the undersigned agrees as follows:

1. To treat confidentially such information and any other information that the Owner and the Brokers, or its advisors furnish to the undersigned, whether furnished before or after the date of this Agreement, whether furnished orally or in writing or gathered by inspection and regardless of whether specifically identified as "confidential" (collectively, the "Evaluation Material").
2. Not to use any of the Evaluation Material for any purpose other than the exclusive purpose of evaluating the possibility of a purchase and sale transaction relating to the Property. The undersigned agrees that the Evaluation Material will not be used in any way detrimental to the Property, the Owner or the Brokers, and that such information will be kept confidential by the undersigned, its directors, officers, employees and representatives (including its legal advisors and lenders) and that these people shall be informed by the undersigned of the confidential nature of such information and shall be bound to the same extent to treat such information confidentially.
3. That if at any time the undersigned considers a transaction which would involve participation directly or indirectly by a third party, the undersigned agrees to obtain from such third party a confidentiality agreement in a form satisfactory to the Owner and the Brokers prior to disclosure to such party of any Evaluation Material.
4. The undersigned and its directors, officers, employees and representatives will not, without the prior written consent of the Owner, disclose to any persons either the fact that discussions or negotiations are taking place concerning a possible transaction between the Owner of the Property and the undersigned, nor disclose any of the terms, conditions or other facts with respect to any such possible transaction, including the status thereof.
5. The term "person" as used in this Agreement shall be broadly interpreted to include, without limitation, any corporation, company, partnership or individual.
6. The undersigned acknowledge and agree not to contact any tenants without prior consent and an introduction from the Owner.

7. That at any time, at the request of the Owner, the undersigned agrees to promptly return all Evaluation Material without retaining any copy thereof or any notes relating thereto. The undersigned will certify to the Owner that the undersigned has returned all Evaluation Material, copies thereof and related notes.

8. That in the event the undersigned is required or requested by legal process to disclose any of the Evaluation Material, the undersigned will provide the Owner 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 both.

9. That the undersigned further understands and agrees that neither the Brokers nor the Owner makes any representation or warranty as to the accuracy or completeness of the Evaluation Material. The undersigned agrees that neither the Brokers nor the Owner shall have any liability and shall be irrevocably indemnified by the undersigned or any of its representatives resulting from the use of the Evaluation Material by the undersigned or its representatives. We confirm that we are acting as a principal with respect to the potential acquisition of the Property not as an Agent or Broker and we will not look to the Brokers or the Owners for any fees or commission unless agreed to in advance in writing.

10. This Confidentiality Agreement may be executed and delivered in counterpart by electronic mail.

11. Upon execution, this Agreement shall be a binding agreement between the undersigned, the brokers and the Owner.

This Non-Disclosure Agreement (the "Agreement")

Dated at: _____

Entered on Date: _____, by and between:

Authorized Signature:

Authorized Print Name/Title:

Company Name:

And the Brokers:

**Sotheby's International Realty
Canada**

London Pacific Property Agents Inc.



Authorized Signature:

REALTOR® Signature:
Rachel Diesing



Authorized Signature: REALTOR®

Signature: Keath Williams and Isaac Foord

Sotheby's International Realty Canada / London Pacific Property Agents Inc.