

# 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.

**Did you know buyers have a right to cancel a contract to purchase some types of residential real property in B.C.? To learn more about the Home Buyer Rescission Period, visit [www.bcfsa.ca](http://www.bcfsa.ca) or talk to your real estate licensee, a lawyer, or a notary.**

# 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

Paul Kim PREC & Derek Nystrom PREC

Name

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

Macdonald Commercial Real Estate Services Ltd.

Brokerage





7/1/2025

Signature

Date

Notes:

The Magdalena - 4114 Crosland Place, Duncan, BC (64 Units)

## 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:

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

Paul Kim PREC & Derek Nystrom PREC

Name

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

Macdonald Commercial Real Estate Services Ltd.

Brokerage



7/1/2025

Signature

Date

See Notes

Property address

Notes:

The Magdalena - 4114 Crosland Place, Duncan, BC (64 Units)

### 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.



## CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

THIS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (the “**Agreement**”) is made effective \_\_\_\_\_, 2025, by and between WESTURBAN DEVELOPMENTS LTD. (“**WestUrban**”) and \_\_\_\_\_ (the “**Receiving Party**”).

### RECITALS:

- A. WestUrban is engaged in the business of sponsoring, acquiring, developing, constructing, and managing residential apartment and townhome projects in Canada (each individually, a “**WestUrban Project**”).
- B. WestUrban intends to disclose highly confidential and sensitive information to the Receiving Party for the purpose of the evaluation and assessment of a potential acquisition of one or more WestUrban Projects by the Receiving Party or its Affiliates (the “**Proposed Relationship**”).
- C. The Receiving Party agrees to keep, and to cause its Representatives (as hereinafter defined) to keep, the information confidential pursuant to the terms of this Agreement.

IN CONSIDERATION of such disclosure, the mutual agreements in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

## **ARTICLE 1 – DEFINITIONS AND INTERPRETATION**

### **1.1 Definitions**

In this Agreement, including the recitals, the following words and expressions have the following meanings unless the context otherwise requires:

- (a) “**Affiliate**” of any Person means any other Person which, directly or indirectly, controls or is controlled by or is under common control with such Person, and for the purposes of this definition “control” (including correlative meanings of the terms “controlled by” and “under common control with”) means the power to direct or cause the direction of the management and policies of any Person, whether through the ownership of shares or by contract or otherwise;
- (b) “**Applicable Laws**” means all applicable Canadian or foreign federal, provincial, state, municipal or local government laws, statutes, rules, by-laws and regulations, and all applicable official rules, policies, notices, directives, orders, judgments and decrees of Governmental Authorities;
- (c) “**Confidential Information**” means all information, written or oral, provided or disclosed by a Disclosing Party or its Affiliates, directly or indirectly, to a Receiving

Party or its Affiliates, or which the Receiving Party or its Affiliates learn or obtain verbally, through observation or through analyses, interpretations, studies or evaluations of such information, and whether provided, disclosed, learned or obtained before or after the date of this Agreement, including but not limited to:

- (i) all financial, operating, technical and other information and materials concerning the Disclosing Group, or its customers, vendors, investors, businesses, operations, procedures, properties, assets or prospects;
  - (ii) all data, computer records, specifications, contracts, reports, knowledge, know-how and related information;
  - (iii) all Personal Information; and
  - (iv) all reports, memoranda, notes, files or analyses, compilations, data studies or other documents prepared by the Receiving Group which contain or are based upon, in whole or in part, any of the foregoing information;
- (d) **“Disclosing Group”** means WestUrban Developments Ltd. and its Affiliates, together with their respective Representatives;
- (e) **“Disclosing Party”** means any member of the Disclosing Group which has disclosed, Confidential Information to a Receiving Party;
- (f) **“Governmental Authority”** means any Canadian or foreign federal, provincial, state, municipal or local government, parliament, legislature or any regulatory authority, agency, commission or board of any government, parliament or legislature, or any court or, without limitation to the foregoing, any other law, regulation or rule-making entity having or purporting to have jurisdiction in the relevant circumstances, or any Person acting or purporting to act under the authority of any of the foregoing (including, without limitation, any arbitrator);
- (g) **“Party”** means WestUrban or the Receiving Party, as applicable, and **“Parties”** means both of them;
- (h) **“Person”** means an individual, partnership, corporation, limited liability company, joint stock company, trust, unincorporated association, joint venture or other entity or a foreign state or political subdivision thereof or any agency of such state or subdivision;
- (i) **“Personal Information”** has the meaning ascribed thereto under the applicable Privacy Requirements;
- (j) **“Privacy Requirements”** means: (i) the *Personal Information Protection Act* (British Columbia), the *Personal Information Protection and Electronic Documents Act* (Canada), and any similar legislation of any province or territory pertaining to the collection, use, retention, security or disposal of Personal Information, as amended from time to time; and (ii) any regulations, policies, requirements, guidelines or standards established by a privacy regulatory authority or ombudsman or other Governmental Authority, applicable to the Parties, as amended from time to time;

- (k) **“Receiving Group”** means the Receiving Party and its Affiliates, together with their respective Representatives;
- (l) **“Receiving Party”** means the member of the Receiving Group which executes and delivers this Agreement; and
- (m) **“Representatives”** means, with respect to any Person, the designated representatives of that Person and its directors, officers, employees, financial, legal and accounting advisors and other agents who need to know the Confidential Information for the purposes specified in this Agreement.
- (n) **“WestUrban”** means WestUrban Developments Ltd. and its Affiliates.

## **1.2 Parties to Cause Performance by Affiliates and Representatives**

Each of the Parties shall cause its Affiliates and Representatives to comply with the obligations imposed on such Affiliates and Representatives by this Agreement.

## **ARTICLE 2 – NON-DISCLOSURE OBLIGATIONS**

### **2.1 Permitted Use**

The Receiving Group shall not make any use of Confidential Information of the Disclosing Group, except in accordance with the terms of this Agreement, and all such Confidential Information shall be used only for the purpose of the Proposed Transaction.

### **2.2 Non-Disclosure and Confidentiality**

The Receiving Group shall retain in strictest confidence all Confidential Information of the Disclosing Group. The Receiving Group shall not acquire any interest in any such Confidential Information by reason of this Agreement or by reason of the disclosure of such Confidential Information pursuant to this Agreement. The Receiving Group shall not disclose to any third party such Confidential Information or allow such Confidential Information to be disclosed, except in (1) accordance with the terms of this Agreement, and (2) as may be required for the Receiving Group to perform insurance brokerage or other services on behalf of the Disclosing Group. Each member of the Receiving Group shall disclose to the other members of the Receiving Group only such portions of the Confidential Information as are required for the purposes described in Section 2.1, and only to those members of the Receiving Group who have a need to know.

### **2.3 Protection of Confidential Information**

The Receiving Group shall take all steps necessary to protect the confidentiality of all Confidential Information of the Disclosing Group. The Receiving Group shall take appropriate action by instruction or agreement with its Representatives to protect the confidentiality of such Confidential Information and to ensure that each of its Representatives is bound by the obligations specified in this Agreement. The Receiving Group shall provide at least the same level of protection as it affords to its own proprietary information, and, in any event, no less than a reasonable level of protection considering the nature of such Confidential Information. The Receiving Group shall not make copies of such Confidential Information or allow copies of such Confidential Information to be made, except in accordance with the terms of this Agreement. Any copies of such Confidential

Information that are made by the Receiving Group shall include all confidentiality and copyright notices and any other proprietary notices contained in such Confidential Information, and shall display such notices not less prominently than such notices are displayed in such Confidential Information. The Receiving Group shall not remove or permit such notices to be removed.

#### **2.4 Disclosure Required by Law**

If any member of the Receiving Group is requested pursuant to, or is required by, Applicable Laws to disclose any Confidential Information of the Disclosing Group, then the Receiving Party shall, unless prohibited by Applicable Laws, promptly notify the Disclosing Party in writing, so that appropriate remedies may be taken or compliance be waived with the terms of this Agreement. In such case, the applicable member of the Receiving Group shall disclose only that portion of the Confidential Information that is legally required to be disclosed and shall exercise all reasonable efforts to obtain reliable assurances that confidential treatment shall be accorded the disclosed Confidential Information. Such disclosure shall not alter, limit or abrogate the Receiving Group's continuing obligations of confidentiality with respect to such disclosed Confidential Information. Nothing herein shall require the Receiving Group to violate any Applicable Laws.

#### **2.5 No Representations**

The members of the Disclosing Group do not make any express or implied representations or warranties as to the accuracy or completeness of the Confidential Information of the Disclosing Group and shall not have any liability or responsibility relating to the Confidential Information or for errors or omissions in, or any decisions made by the members of the Receiving Group in reliance on, any such Confidential Information. A member of the Receiving Group is not entitled to rely on the accuracy or completeness of such Confidential Information unless such Confidential Information has been incorporated into a subsequent definitive agreement, in which case the terms thereof shall govern.

#### **2.6 Property of Disclosing Group**

All Confidential Information shall be and remain the property of the members of the Disclosing Group or of those Persons from whom they obtained such Confidential Information.

#### **2.7 Return of Confidential Information**

Upon the request of the Disclosing Party, the Receiving Group shall: (a) return or destroy, or cause to be returned or destroyed, all tangible forms of such Confidential Information in its possession or in the possession of members of the Receiving Group or their representatives; (b) use all reasonable efforts to destroy all copies of all materials that incorporate or reflect such Confidential Information; and (c) certify to the Disclosing Party that such materials have been either returned or destroyed, in each case except as to executed original copies of any contractual documents or other materials customarily held by the Receiving Group as legal archival material. Notwithstanding the foregoing, (i) nothing herein shall require the alteration, modification, deletion or destruction of electronic back-up tapes made in the ordinary course of business, and (ii) the Receiving Group shall be permitted to retain one copy of the Confidential Information for the purpose of complying with any internal document retention policies and establishing compliance with any applicable laws or regulations, and for defending or maintaining any litigation relating to this Agreement, in each case provided that Confidential Information contained therein shall remain subject to the confidentiality and non-use obligations set forth herein in accordance with the terms hereof.

## **2.8 Indemnity**

The Receiving Party shall defend, indemnify and save harmless each of the members of the Disclosing Group and their directors, officers, employees and agents (the “**Indemnified Persons**”) from and against all actions, proceedings, demands, claims, liabilities, losses, damages, judgments, costs and expenses including, without limiting the generality of the foregoing, legal fees and disbursements on a solicitor and his own client basis (together with all applicable taxes) that the Indemnified Persons or any of them or their personal representatives may be liable to pay or may incur by reason of any breach of this Agreement by the Receiving Party including, without limitation, any disclosure of Confidential Information or use of Confidential Information by any member of the Receiving Group that is contrary to the terms of this Agreement.

## **2.9 Excluded Information**

The restrictions in this Agreement on the use and disclosure of Confidential Information shall not apply to those portions of Confidential Information that constitute:

- (a) information that is generally available to the public or becomes available as a result of a disclosure by the Receiving Group as allowed under the provisions of this Agreement;
- (b) information that was available to the Receiving Group on a non-confidential basis prior to its disclosure to the Receiving Group;
- (c) information that becomes available to the Receiving Group on a non-confidential basis from a third party, provided that such source is not to the knowledge of the Receiving Group bound by a confidentiality agreement with a member of the Disclosing Group; or
- (d) information that is independently developed by the Receiving Group without reference to any Confidential Information of the Disclosing Group.

The restrictions of this Agreement on the disclosure of Confidential Information shall not apply to those portions of the Confidential Information that constitute:

- (i) any information that is required to be disclosed by a court of competent jurisdiction; or
- (ii) any information that is required to be disclosed pursuant to the timely disclosure requirements imposed by law or by stock exchange policies applicable to the Receiving Group and, in such cases, only where the Disclosing Party has been given a reasonable opportunity to review such proposed disclosure and the Receiving Group has maintained confidentiality to the greatest extent permissible under such laws and policies.

## **2.10 Notice of Unauthorized Use, Release or Access**

The Receiving Party shall notify the Disclosing Party in writing immediately upon the occurrence of any unauthorized use of, release of, or access to, Confidential Information, or any other breach of this Agreement of which it becomes aware.

## **2.11 Injunctive Relief**

The Parties each acknowledge that irreparable harm shall result if they breach their obligations under this Agreement. The Parties each acknowledge that such a breach would not be properly compensable by an award of damages and that, in addition to any other available remedies, the Disclosing Party shall be entitled to injunctive relief to prevent the misuse, threatened misuse, disclosure or threatened disclosure of its Confidential Information, and the Receiving Group shall not contest or interfere with any application or proceeding for such injunctive relief.

## **2.12 Receiving Party Responsible for Receiving Group**

Any disclosure or misuse of Confidential Information by any member of the Receiving Group or by any Representative of any member of the Receiving Group shall be deemed to be disclosure or misuse by the Receiving Party, and the Receiving Party shall be liable for any such disclosure or misuse as if the Receiving Party had so disclosed or misused the Confidential Information.

## **2.13 Disclosure Non-exclusive**

The Parties each acknowledge that all disclosures of Confidential Information are made on a non-exclusive basis and that the members of the Disclosing Group are free to make other disclosures to third parties of the Confidential Information of the Disclosing Group.

## **2.14 No Implied Obligations**

Both Parties acknowledge and agree that unless and until a final, written definitive agreement regarding the Proposed Transaction between the Parties has been executed and delivered, neither Party is under a commitment to enter into any agreement, discussions or negotiations with the other Party or to conclude or further pursue or proceed with such Proposed Transaction or any other type of transaction or business relationship by virtue of this Agreement or any disclosure of Confidential Information hereunder, and neither Party will be under any legal obligation of any kind whatsoever with respect to such Proposed Transaction, except for the matters specifically agreed to herein. Neither this Agreement nor any disclosure of Confidential Information hereunder creates any agency, joint venture or partnership relation between the Parties or, except as otherwise expressly provided herein, prohibits or restricts either Party from entering into any Proposed Transaction with any third party.

## **2.15 Acknowledgement**

The Receiving Party acknowledges that the Disclosing Party makes no representations or warranties, whether express or implied, as to the accuracy or completeness of the Confidential Information and that, except in the event of intentional misleading or fraud, the Disclosing Party will have no liability whatsoever, direct or indirect, to the Receiving Group as a result of the Receiving Group's use of the Confidential Information.

## **2.16 Survival**

The restrictions and obligations of the Receiving Group contained in this Agreement shall continue and survive for a period of **two (2) years** after the last date that any member of the Disclosing Group disclosed Confidential Information to the Receiving Group.

## **ARTICLE 3 – PERSONAL INFORMATION**

### **3.1 Personal Information**

If Personal Information is disclosed:

- (a) The Receiving Party shall comply with all applicable Privacy Requirements in relation to such Personal Information and, notwithstanding any other provision of this Agreement that would otherwise permit the disclosure of such Personal Information, shall not disclose such Personal Information to any third party without the prior written consent of the Disclosing Party.
- (b) Notwithstanding any other provision of this Agreement, the Receiving Party shall not transfer or otherwise disclose such Personal Information to any third party without the prior written consent of the Disclosing Party. If the Disclosing Party so consents, the Receiving Party shall, prior to such transfer or disclosure, enter into a written agreement with such third party that requires such third person to fully comply with all Privacy Requirements.
- (c) The Receiving Party shall implement and use industry best practices at all times for the prevention and detection of intrusion or other abuse or inappropriate use of or access to such Personal Information.
- (d) The Receiving Party shall notify the Disclosing Party in writing immediately upon the occurrence of any unauthorized use of, release of, or access to, such Personal Information.
- (e) The Receiving Party shall maintain all such Personal Information in Canada at all times, and shall not permit any such Personal Information to be accessed from outside Canada, without the prior written consent of the Disclosing Party. Without limiting the generality of the foregoing, the obligations in this Section 3.1(e) apply to any disaster recovery or other back-up facilities maintained by the Receiving Party.

## **ARTICLE 4 – GENERAL PROVISIONS**

### **4.1 Governing Law and Attornment**

This Agreement shall be governed by and construed in accordance with the substantive laws of British Columbia and the federal laws of Canada applicable in British Columbia, without regard to the conflict of law rules of British Columbia. The Parties irrevocably submit to and accept generally and unconditionally the exclusive jurisdiction of the courts and appellate courts of British Columbia with respect to any legal action or proceeding which may be brought at any time relating in any way to this Agreement. Each of the Parties irrevocably waives any objection it may now or in the future have to the venue of any such action or proceeding, and any claim it may now or in the future have that any such action or proceeding has been brought in an inconvenient forum.

### **4.2 Time of the Essence of the Agreement**

Unless otherwise specifically provided in this Agreement, time shall be of the essence of this

Agreement and of the transactions contemplated by this Agreement.

**4.3 Remedies not Exclusive**

The remedies provided to the Parties under this Agreement are cumulative and not exclusive to each other, and any such remedy shall not be deemed or construed to affect any right which any of the Parties is entitled to seek at law, in equity or by statute.

**4.4 Notices**

Any notice, direction, request or other communication required or contemplated by any provision of this Agreement shall be given in writing and shall be given by delivering or transmitting the same to the Parties as follows:

(a) To WestUrban at: 111 – 2036 Island Highway South  
Campbell River, BC V9W 0E8  
Attention: Sean Roy  
Email: [sroy@westurban.ca](mailto:sroy@westurban.ca)

(b) To the Receiving Party at: \_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
Email: \_\_\_\_\_

Any such notice, direction, request or other communication shall be deemed to have been given or made on the date on which it was delivered or, in the case of fax or email, on the next business day after receipt of transmission. Any Party may change its fax or email numbers or address for service from time to time by written notice in accordance with this section.

**4.5 Assignment**

This Agreement is not assignable by either Party in whole or in part without the prior written consent of the other Party. Any attempt by either Party to assign any of the rights or to delegate any of the duties or obligations of this Agreement without such prior written consent is void.

**4.6 Counterparts**

This Agreement may be executed in any number of counterparts with the same effect as if both Parties had signed the same document. All of these counterparts shall for all purposes constitute one agreement, binding on the Parties, notwithstanding that both Parties are not signatories to the same counterpart. A fax transcribed copy or photocopy of this Agreement executed by a Party in counterpart or otherwise shall constitute a properly executed, delivered and binding agreement or counterpart of the executing Party.

**4.7 Waiver**

No failure or delay on the part of either Party in exercising any power or right under this Agreement shall operate as a waiver of such power or right. No single or partial exercise of any right or power under this Agreement shall preclude any further or other exercise of such right or power. No waiver of any provision of this Agreement and no consent to any departure by either Party from any provision of this Agreement shall be effective until the same is in writing signed by the waiving

Party. Any such waiver or consent shall be effective only in the specific instance and for the specific purpose for which it was given. No notice to or demand on either Party in any circumstances shall entitle such Party to any other or further notice or demand in similar or other circumstances.

#### **4.8 Further Assurances**

Each of the Parties shall promptly execute and deliver to the other at the cost of the other such further documents and assurances and take such further actions as the others may from time to time request in order to more effectively carry out the intent and purpose of this Agreement and to establish and protect the rights, interests and remedies intended to be created in favour of the other.

#### **4.9 Entire Agreement**

This Agreement and any documents and agreements to be delivered pursuant to this Agreement supersede all previous invitations, proposals, letters, correspondence, negotiations, promises, agreements, covenants, conditions, representations and warranties, whether written or oral, with respect to the subject matter of this Agreement. There is no representation, warranty, collateral term or condition or collateral agreement affecting this Agreement, other than as expressed in writing in this Agreement. No trade terms or trade usages are to be incorporated by reference implicitly or otherwise into this Agreement, unless expressly referred to in this Agreement. No change or modification of this Agreement shall be valid unless it is in writing and signed by an authorized signatory of each Party.

#### **4.10 Invalidity of Particular Provision**

If any provision of this Agreement or any part of any provision (in this section called the "**Offending Provision**") is declared or becomes unenforceable, invalid or illegal for any reason whatsoever including, without limiting the generality of the foregoing, a decision by any competent courts, legislation, statutes, bylaws or regulations or any other requirements having the force of law, then the remainder of this Agreement shall remain in full force and effect as if this Agreement had been executed without the Offending Provision.

#### **4.11 Enurement**

Subject to the restrictions on transfer contained in this Agreement, this Agreement shall enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators, successors and permitted assigns.

*[THE SIGNATURE PAGE FOLLOWS]*

**IN WITNESS WHEREOF** the Parties have executed this Agreement on the dates stated below.

**WESTURBAN DEVELOPMENTS LTD.**

By: \_\_\_\_\_  
Name: Sean Roy  
Title: Director

Date: \_\_\_\_\_

I have authority to bind the corporation

Receiving Party:

\_\_\_\_\_  
(Print Name of Entity)

By: \_\_\_\_\_  
Name:  
Title:

Date: \_\_\_\_\_

I have authority to bind the corporation