



NON-DISCLOSURE AGREEMENT

Between:

Macdonald Commercial Real Estate Services Ltd.
1827 - West 5th Avenue Vancouver, B.C. V6J 1P5

the Listing Agent

Attention: Bruce Long, Vice President - T. 604.312.2000

Exclusive Agent for: The COELHO FAMILY TRUST

the Owner

and

Name: _____

Buyer's Agent (Representative)

Address: _____

COELHO FAMILY APARTMENT PORTFOLIO

SANDPIPER APARTMENTS - (110 strata units)

1 to 31 - 8 Banyay Ave, Kitimat BC,
Strata Lots S1 to S31, Plan PRS31

49 to 79 - 24 Banyay Avenue, Kitimat, BC
Strata Lots S49 to S79, Plan PRS32

1 to 48 - 34 Banyay Avenue, Kitimat BC
Strata Lots S1 to S48, Plan PRS32

SANDALWOOD APARTMENTS - (84 units)

80 Baxter Ave., Kitimat, BC. Lot 1, Block 180, Land District 14, Range 5, District Lot
6168, Plan PRP9622 PID: 004-627-237

90 Baxter Ave., Kitimat, BC. Lot 2, Block 180, Land District 14, Range 5, District Lot
6168, Plan PRP9622 PID: 005-897-301

100 Baxter Ave., Kitimat, BC. Lot 3, Block 180, Land District 14, Range 5, District Lot
6168, Plan PRP9622 PID: 005-897-335

QUATSINO APARTMENTS - (69 units)

350 Quatsino Blvd., Kitimat, BC. Block 258, Land District 14, Range 5,
Plan PRP5175 Except Plan 9924, District Lot 6024 PID: 010-726-217

370 and 380 Quatsino Blvd., Kitimat, BC, Block 274, Land District 14, Range 5, District
Lots 6024 and 6025, Plan PRP9435 PID: 006-025-919

(the Property)

the undersigned requests that Macdonald Commercial Real Estate Services Ltd. (hereinafter referred to as "Macdonald") provides the undersigned with confidential information relating to the Property.

In consideration of Macdonald agreeing to provide the undersigned ("Recipient") with such information, the Recipient agrees as follows:

1. To treat confidentially, such information and any other information that Macdonald or its advisors furnish to the under-signed, 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 Recipient agrees that the Evaluation Material will not be used in any way detrimental to the Property, the Owner of the Property, or Macdonald and that such information will be kept confidential by the Recipient, its directors, officers, employees, ("Representatives") and the Representatives shall be informed by the Recipient of the confidential nature of such information and shall impose on its Representative to treat the Evaluation Material confidentially on the same terms and conditions of this Agreement as if it had itself signed this Agreement.
3. Be fully responsible and liable for any breach of any terms of this Agreement by any of its Representatives.
4. That if at any time, the Recipient considers a transaction which would involve participation directly or indirectly by a third party, the Recipient agrees to obtain from such third party, a confidentiality agreement in a form satisfactory to Macdonald prior to disclosure to such party of any Evaluation Material.
5. That the Recipient and its directors, officers, employees and representatives will not, without the prior written consent of Macdonald, 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 Recipient, nor disclose any of the terms, conditions or other facts with respect to any such possible transaction, including the status thereof.
6. That the term "person" as used in this Agreement shall be broadly interpreted to include, without limitation, any corporation, company partnership or individual.
7. That at any time, at the request of Macdonald, the Recipient agrees to promptly return or destroy (at the request of Macdonald) all Evaluation Material without retaining any copy thereof or any notes relating thereto. The Recipient shall promptly provide a certificate to Macdonald confirming that the Recipient and its Representatives have fully satisfied its obligations under this clause.
8. That in the event the Recipient is required or requested by legal process to disclose any of the Evaluation Material, the Recipient will provide Macdonald with prompt notice of such requirement or request so that Macdonald may seek an appropriate protective order or waive compliance with the provisions of this requirement or both.

9. That the Recipient further understands and agrees that Macdonald makes no representations or warranties as to the accuracy or completeness of the Evaluation Material. The Recipient agrees that Macdonald shall not have any liability to the Recipient or any of its representatives resulting from the use of the Evaluation Material by the Recipient or its representatives.
10. This Agreement shall be valid and effective as of the date first written above and shall continue until three years anniversary commencing from the date of this Agreement ("Term"). The Recipient (for itself and on behalf of its Representatives) and the confidentiality undertakings set out in this Agreement shall continue to bind the parties thereto after the termination or completion of the negotiations as long as the Term is still in effect.
11. This Agreement shall be governed by and construed under the laws of Province of British Columbia.

Each party herein confirms its acceptance of the terms of this Agreement by signing and returning a scanned executed copy to the other party.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be executed by their duly authorised representatives.

Recipient Name

Date:

Corporate Name (Please Print)

By: _____
Officer's Signature

Officer's Name and Title (Please Print)

Officer's Address

Phone Number

E-mail Address