

1. IDENTIFICATION OF THE PARTIES

IMMEUBLES GLORIA COMMERCIAL INC. (the "AGENCY")	9221-3909 QUÉBEC INC Represented by : Quansheng LI (the "OWNER")
3481 Prud'homme, Montreal, QC, H4A3H6	100-1650 boul. René-Lévesque O Montreal, QC, H3H2S1
Collectively the "Disclosing Party"	

2. SUMMARY DESCRIPTION OF THE PROPERTY

ADDRESS	1648-1650-1652 boul. René-Lévesque W, Montreal, QC, H3H 2S1
CADASTRAL DESIGNATION	1 850 905 Cadastre du Québec

(hereinafter called the PROPERTY)

3. CONFIDENTIALITY AGREEMENT

The Disclosing Party, through itself or through its affiliates, agents, representatives, employees, officers or clients, is prepared to provide the undersigned ("us" or "our") with certain confidential and non-public information to assist us in evaluating our interest in the potential transaction in relation to the Property or Properties (the "Transaction").

All information provided to us or to our affiliates or any of our or our affiliate's directors, officers, employees, agents or advisors (collectively our "Representatives") in connection with the Transaction, whether oral, in writing or in any electronic form, as well as all notes, extracts, analyses, compilations, data, reports or other documents or records prepared by us is referred to in this confidentiality agreement (the "Agreement") as the "Confidential Information". Confidential Information does not include information or material of any nature, whether or not obtained pursuant to legal process or court order: (i) which was lawfully in our possession prior to disclosure of such information by the Disclosing Party; (ii) which was, or at any time becomes, available in the public domain other than through any act or omission by us or our Representatives; (iii) which is documented by us in writing as having been developed by us independently; or (iv) which is furnished to us by a third party having a right to do so.

In consideration of the disclosure of the Confidential Information, the parties hereby agree as follows:

- 1. Non-disclosure of Confidential Information** - We agree that all Confidential Information shall be kept strictly confidential, shall not be used by us, directly or indirectly, for any purpose other than for purposes of evaluating or dealing with the Transaction. Furthermore, we shall not disclose to any person that the Confidential Information exists, or that discussions are taking or have taken place with respect to a possible Transaction.
 We may transmit the Confidential Information to our Representatives but only to the extent that they need to know the Confidential Information for the purposes of evaluating or dealing with the Transaction and if our Representatives agree to be bound to the terms set out in this Agreement in the same way that we are. We agree to be responsible for any breach of the provisions of this Agreement by us or our Representatives and agree to indemnify the Disclosing Party and any of its affiliates for any such breach by us or our Representatives.
- 2. Compelled Disclosure** - In the event that we or our Representatives become compelled by law or by any legal proceeding to disclose any of the Confidential Information, we will provide the Disclosing Party with prompt notice thereof. We further agree to fully cooperate with and assist the Disclosing Party and/or any of its affiliates, as the Disclosing Party and/or any of its affiliates may deem necessary, to respond to any such request or demand for disclosure.
- 3. Termination of discussion; Return of Confidential Information** - If we determine that we do not wish to proceed with the Transaction, or at any time upon the request of the Disclosing Party for any reason, we will promptly deliver or, at the Disclosing Party's option, destroy all the Confidential Information (and all copies, extract or other reproductions thereof) whether in paper, electronic, or other form or media. Notwithstanding the above, we and our Representatives will continue to be bound by obligations of confidentiality and other obligations hereunder.
- 4. Remedies** - We acknowledge that the Confidential Information is material to the interests and business affairs of the Disclosing Party, its affiliates and its clients, and any breach of this Agreement may result in significant irreparable harm to the Disclosing Party, its affiliates and/or its clients. We understand and agree that monetary damages may not be a sufficient remedy for any breach of this Agreement by us or our Representatives and that the Disclosing

Party and its affiliates shall be entitled to equitable relief, including injunction and specific performance, without proof of damages, as a remedy for any breach, threatened breach or anticipatory 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 equity to the Disclosing Party. If a court of competent jurisdiction determines that we or our Representatives have breached this Agreement, we shall be liable and pay to the Disclosing Party and/or any of its affiliates and their respective shareholders, directors, officers, managers, employees and other representatives, as applicable, the reasonable legal and/or consultant fees and disbursements incurred by the Disclosing Party in connection with any litigation arising hereof, including any appeals.

5. **Term** - This Agreement shall remain in force for a term of one (1) year from the date hereof.
6. **Contact** - All communications regarding the Property, Properties or the Transaction or any transaction, the Confidential Information, requests for additional information, requests for facility tours or management meetings, and discussions or questions regarding procedures will be directed exclusively to the Disclosing Party.
7. **Completeness and Accuracy of Confidential Information; No Title or Interest** - Neither the Disclosing Party nor any of its affiliates have made or will make any representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information. We agree that none of the Disclosing Party, its affiliates, or any of their respective directors, officers, employees or agents will have any liability to us or to our Representatives relating to or resulting from the use of the Confidential Information. We agree that all Confidential Information disclosed to us remains the property of the Disclosing Party and we shall acquire no right, title or interest to any such Confidential Information.
8. **Agency** – We represent and warrant that no other broker, agent, agency or other intermediary, save and except for Immeubles Gloria Commercial Inc., represented by Marc-André Knot (broker license number H1705) is implicated in connection with the transactions contemplated hereunder, unless disclosed herein. Should the undersigned be represented by another real estate broker or agency (the “Buyer’s Broker”), Immeubles Gloria Commercial Inc. shall pay the Buyer’s Broker the remuneration provided for in the exclusive brokerage contract signed with the Owner, any additional remuneration being at the sole charge of the undersigned. Each of the parties shall indemnify and hold harmless the other party against any liabilities, costs or damages resulting from any claims from any broker, agent or other intermediary purporting to act for said party other than Immeubles Gloria Commercial Inc.
9. **Effect of Agreement** - No agreement providing for any Transaction currently exists and none will be deemed to exist between the parties unless and until a definitive written agreement with respect to a Transaction is negotiated, executed, and delivered.
10. **Governing Law and Jurisdiction** - This Agreement shall be governed and construed in accordance with the laws of the Province of Quebec.
11. **Counterparts/Electronic Signatures** - This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement and will be effective when counterparts have been signed by each of the parties and delivered to the other parties. A manual signature whose image shall have been transmitted electronically will constitute an original signature for all purposes. The delivery of copies of this Agreement, including executed signature pages, by electronic transmission will constitute effective delivery of this Agreement for all purpose.
12. **Severability** - If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect.
13. **Entire Agreement** - This Agreement supersedes all prior agreements, whether written or oral, between the parties with respect to its subject matter and constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter.
14. **Modification** - This Agreement may only be amended, supplemented, or otherwise modified by a writing executed by the parties.
15. **English Language** - We acknowledge and agree that this Agreement and all related documents, including notices and other communications, be drawn up in the English language only. *Nous reconnaissons et acceptons que cette convention et tous les documents s’y rattachant, y compris les avis et les autres communications, soient rédigés et signés en anglais seulement.*

[Signature section follows]



4. SIGNATURES

This Agreement transmitted electronically shall be valid and effective to bind the Party so signing. The Party signing this Agreement has signing authority to bind the Corporation. By submitting a completed Agreement, the Party has expressly agreed that the parties to this Agreement shall be bound by its electronic signature.

TO BE COMPLETED AND SUBMITTED BY THE PROSPECTIVE BUYER:

Name: _____ Company: _____ Address: _____	Name: _____ Company: _____ Address: _____
Signed in: _____ Date: _____ Time: _____	Signed in: _____ Date: _____ Time: _____
X	X
Signature of the PROSPECTIVE BUYER	Signature of the PROSPECTIVE BUYER

IF THE PROSPECTIVE BUYER IS REPRESENTED BY A REAL ESTATE BROKER, THIS SECTION IS TO BE COMPLETED BY THE BROKER:

Name: _____ Agency: _____ Address: _____	Name: _____ Agency: _____ Address: _____
Signed in: _____ Date: _____ Time: _____	Signed in: _____ Date: _____ Time: _____
X	X
Signature of the BUYER'S BROKER	Signature of the BUYER'S BROKER