



FOR SALE

286-292 Erb Street W, Waterloo

PROPERTY SPECIFICATIONS

Intersection *Erb St W & University Ave W*

Site Area *1.166 acres (approx.)*

Zoning *RMU-20*

PRICE **\$6,750,000**

INVESTMENT HIGHLIGHTS

- Prime redevelopment opportunity !
- 286, 290, 292A & 292B Erb Street West, must be sold together!
- Existing 13-unit apartment building with additional land for development
- All apartment suites have been renovated with new kitchens, stainless appliances and flooring
- Existing financing to be assumed

Coupal Markou

Commercial Real Estate Inc., Brokerage

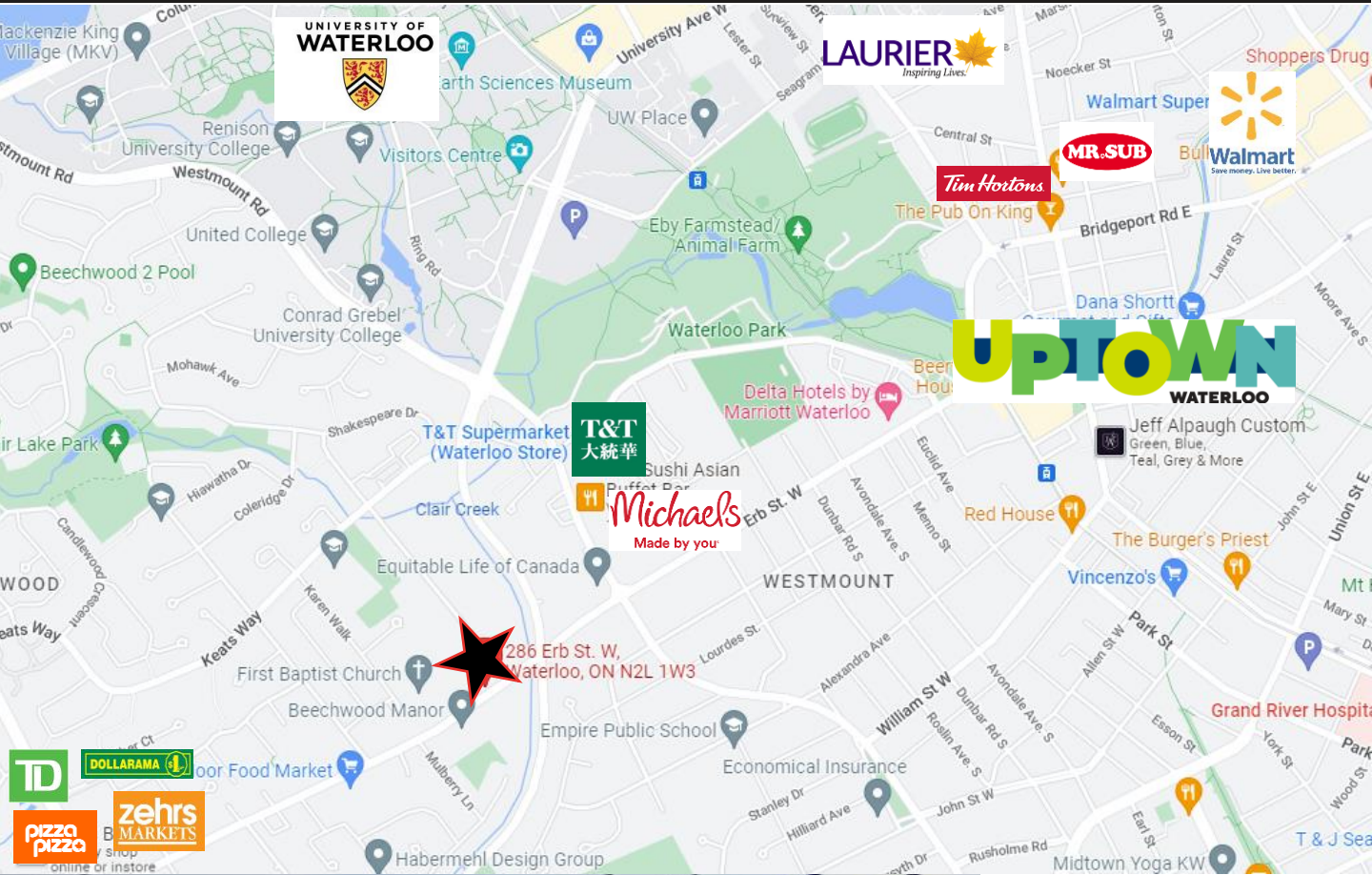
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CONFIDENTIALITY AGREEMENT

TO: 2631981 ONTARIO INC. & Michael Flynn & Susan Beerman (the "Seller(s)")

RE: SALE OF 286-292 Erb St W, Waterloo (the "Property")

The Seller(s) has provided information in oral and written form including confidential and proprietary information for use in evaluating a potential purchase of the Property (the "Confidential Information") to undersigned (hereinafter "You") and your directors, officers, members, partners, employees, agents, consultants, advisors and other representatives including legal counsel, accountants and financial advisors (collectively, "Your Representatives"). For the purposes of this Agreement, Confidential Information shall not include: (i) information which You can demonstrate was or became generally available to the public other than as a result of a disclosure by You or Your Representatives; or (ii) was available, or becomes available, to You or Your Representatives on a non-confidential basis prior to its disclosure to You by The Seller(s). but only if to the best of Your knowledge after due inquiry, the source of such information is not bound by a confidentiality agreement with The Seller(s). or is not otherwise prohibited from transmitting such information to You or Your Representatives by a contractual, legal, fiduciary or other obligation, and You provide The Seller(s.) with prompt written notice of such prior possession.

The Seller(s) understands that You may transmit Confidential Information to Your Representatives however You agree that Confidential Information will only be provided to Your Representatives to the extent that they need to know such information for the purpose of evaluating the acquisition of the Property. You further undertake to inform Your Representatives of the confidential nature of the Confidential Information and agree to be responsible for any breach of this Agreement by Your Representatives.

You agree, and agree to cause each of Your Representatives, to keep confidential any and all Confidential Information, not to disclose any Confidential Information to any person (including the fact that the Confidential Information has been made available to You or Your Representatives) nor disclose to any person the fact that the discussions concerning the acquisition of the Property are taking or have taken place or the substance thereof and also agree that neither You nor Your Representatives will use any of the Confidential Information for any reason or purpose other than to evaluate the acquisition of the Property.

If You or any of Your Representatives are requested or become legally compelled (by oral questions, interrogatories, requests for information or documents, subpoena, civil or criminal investigative demand, or similar process) or are required by a governmental regulatory body to make any disclosure that is prohibited or otherwise constrained by this Agreement, You or Your Representatives, as the case may be, will provide The Seller(s) with prompt notice of such request so that The Seller(s) may seek an appropriate protective order or other appropriate remedy. Subject to the foregoing, You or Your Representatives may furnish that portion (and only that portion) of the Confidential Information that, in the written opinion of its counsel reasonably acceptable to The Seller(s), is legally compelled or is otherwise required to be disclosed. In addition, You or Your Representatives shall use best efforts to obtain reliable assurances that confidential treatment will be accorded any Confidential Information so disclosed.

If You determine that You do not wish to proceed with the acquisition of the Property or if The Seller(s) notifies You that is does not wish You to consider the acquisition of the Property, then: (i) You will promptly deliver to The Seller(s) all documents or other materials furnished to

You or Your Representatives constituting Confidential Information, together with all copies and summaries thereof in Your or Your Representatives possession or under Your or Your Representatives control, and will destroy all materials generated by You or Your Representatives that include or refer to any part of the Confidential Information, without retaining a copy of any such material; or (ii) alternatively, if The Seller(s) requests, You will promptly destroy all documents or other materials constituting Confidential Information in Your possession or under Your control or the possession or control of Your Representatives, and will promptly certify the same in writing to The Seller(s)(including in such certification a list of the destroyed materials).

You agree to indemnify and hold The Seller(s). and its officers, directors, employees and agents harmless from any damage, loss, cost, or liability (including legal fees and the cost of enforcing this indemnity) arising out of or resulting from any unauthorized use or disclosure by You or Your Representatives of the Confidential Information or other violation of this Agreement. In addition, because an award of money damages (whether pursuant to the foregoing sentence or otherwise) would be inadequate for any breach of this Agreement by You or Your Representatives and any such breach would cause The Seller(s) irreparable harm, You also agree that, in the event of any breach or threatened breach of this Agreement, The Seller(s) will also be entitled, without the requirement of posting a bond or other security, to equitable relief, including injunctive relief and/or specific performance. Such remedies will not be the exclusive remedies for any breach of this Agreement but will be in addition to all other remedies available at law or equity to The Seller(s).

This Agreement will be governed by the laws of the Province of Ontario and the federal laws applicable therein.

DATED this _____ day of _____, 2023

Company:

Name:

Signature

Title:

Email:

Phone:

Company:

Name:

Signature

Title:

Email:

Phone: