

https://www.yourguy.ca/310-co-op-ave

Wine Capital Realty

<u>310 Co-Op Ave, Oliver BC, Canada</u>

YOUR MARKETING EXPERT

Jason Lewis REALTOR®

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RESIDENTIAL & COMMERCIAL



TARGET ADVERTISMENT

Maximizes property value through strategic marketing and market analysis, ensuring a seamless selling process tailored to your needs.



BUSINESS STRATEGY

Comprehensive knowledge of the local area, coupled with his insight into community developments



COMMITMENT

250-264-2114

Expertise and commitment to client satisfaction make him your trusted partner in navigating the South Okanagan real estate market.



Jason@winecapitalrealty.com

YOUR #1 STOP FOR ADVICE

Mathew Lewis REALTOR®

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RESIDENTIAL & COMMERCIAL



COLLABORATION

Two decades of real estate experience, Mathew thrives on collaboration, leveraging his expertise to guide clients towards success



EDUCATION

Mathew's commitment to learning and sharing knowledge also cultivates a culture of curiosity and empowerment among his colleagues and clients.



COMMITMENT

250-809-1893

His role extends beyond transactions, as he empowers professional growth and client satisfaction.



Mathew@winecapitalrealty.com



Prime Industrial Opportunities

Where opportunity meets innovation in the heart of the Okanagan Valley. As a premier destination for industrial and commercial development, Oliver offers a vibrant community with a rich history, stunning natural landscapes, and a thriving economy. Whether you're a seasoned entrepreneur or a burgeoning startup, Oliver provides the perfect backdrop for your business ventures.

Strategic Location

Situated in one of British Columbia's most desirable recreational and retirement regions, Oliver boasts a strategic location with easy access to major transportation routes. With competitive market prices for land, Oliver presents an ideal opportunity for light manufacturing, assembly, distribution, and warehousing ventures. Our proximity to the regional market ensures your business can reach customers efficiently and effectively

Thriving Business Environment

Oliver is home to a diverse range of industries, from agriculture and forestry to manufacturing and retail trade. With over 2,000 skilled workers and a low turnover rate, our community offers a talented workforce ready to drive your business forward. Major employers include School District #53, the Provincial Government, South Okanagan General Hospital, and the Osoyoos Indian Band, providing stability and growth opportunities

Your Gateway to Success

Discover the endless possibilities awaiting your business in Oliver. Whether you're seeking a supportive business environment, a desirable lifestyle, or a thriving community, Oliver has it all. Contact us today to explore industrial opportunities and make Oliver your next business destination.

*Experience Oliver: Where Innovation Meets Opportunity

Community At a Glance

- High quality of life
- Unique desert-like climate
- Numerous lakes
- Golf courses
- Area 27 Race Track

Benefits

- South Okanagan General Hospital
- Abundant water
- World-class wines

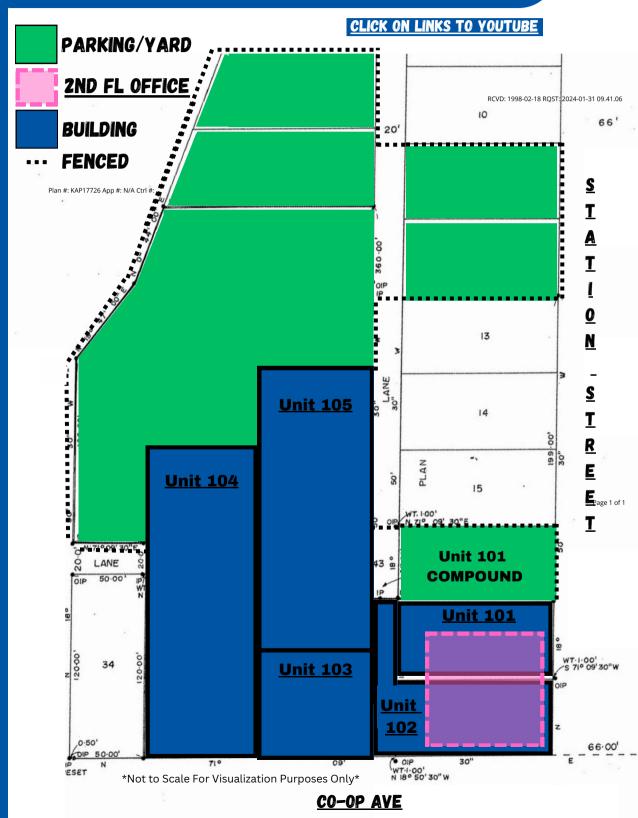


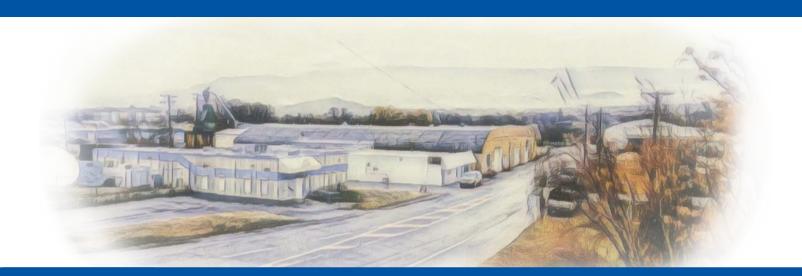
Jason Lewis REALTOR ® RE/MAX Wine Capital Realty

> Jason Lewis "Your Guy"

310 CO-OP AVE

- UNIT 101 6,009 SQFT
- UNIT 102 8,363 SQFT
- UNIT 103 3,163 SQFT
- UNIT 104 12,938 SQFT
- UNIT 105 14,375 SQFT
- 2ND FLOOR OFFICE 5,000 SQFT

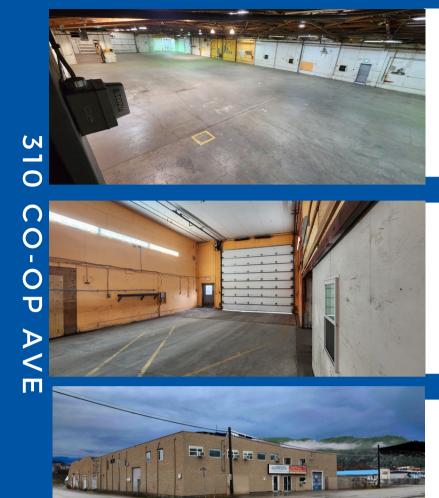




























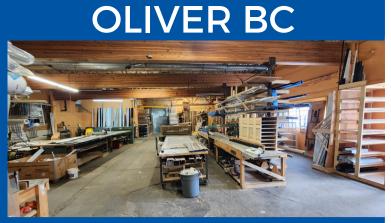
RF/MAX[®]

Outstanding Agents

Outstanding Results[®]

310 CO-OP AVE













C3 ZONING

PERMITTED USES

- ARTISAN STUDIO
- BUSINESS SERVICE ESTABLISHMENT
- **CONSTRUCTION SERVICES**
- EATING AND DRINKING ESTABLISHMENT
- FOOD AND BEVERAGE PROCESSING
- FOOD BANK
- FUNERAL SERVICES
- INDOOR RECREATION
- OFFICE
- PERSONAL SERVICE ESTABLISHMENT
- RECYCLED MATERIAL DEPOT AND DROP OFF CENTER
- RETAIL ESTABLISHMENT, MAJOR
- SELF-STORAGE
- SERVICE INDUSTRY ESTABLISHMENT, MINOR,
- VETERINARY CLINIC
- WHOLESALE STORE, WAREHOUSES AND FREIGHT TERMINALS

ACCESSORY USES

- DWELLING UNIT
- ACCESSORY BUILDING OR STRUCTURES





Confidentiality Agreement

Date:	
Property Address:	310 Co-op Ave, Oliver
Legal Description:	LOT 23 DISTRICT LOT 2450S SIMILKAMEEN DIVISION YALE DISTRICT PLAN 4285, LOT A DISTRICT LOT 2450S SIMILKAMEEN DIVISION YALE DISTRICT PLAN 12230, LOT 11 BLOCK 43 DISTRICT LOT 2450S SIMILKAMEEN DIVISION YALE DISTRICT PLAN 2471, LOT 24 BLOCK 43 DISTRICT LOT 2450S SIMILKAMEEN DIVISION YALE DISTRICT PLAN 4285, LOT 16 BLOCK 43 DISTRICT LOT 2450S SIMILKAMEEN DIVISION YALE DISTRICT PLA 2471 EXCEPT PLAN 12230, LOT 18 BLOCK 43 DISTRICT LOT 2450S SIMILKAMEEN DIVISION YALE DISTRICT PLAN 2471, & LOT 1 DISTRICT LOT 2450S SIMILKAMEEN DIVISION YALE DISTRICT 10T 2450S SIMILKAMEEN DIVISION YALE DISTRICT PLAN 17726
PID:	004-437-594, 009-427-589, 008-488-321, 010-563- 211, 010-999-400, 010-999-434, & 008-367-302
Owner ("Seller")	FFD DEVITO INVESTMENTS LTD
Prospective Buyer ("Covenantor")	

WHEREAS:

A. FFD DEVITO INVESTMENTS LTD ("Seller") owns and operates the property (the "Business") in the Town of Oliver in the Province of British Columbia.

B. The Covenantor is interested in possibly acquiring the Business if the parties can agree on mutually acceptable terms and conditions;

C. In order to determine whether an agreement can be reached, it will be necessary for FFD DEVITO INVESTMENTS LTD ("Seller") to disclose certain confidential information relating to the business of the Covenantor;

444 School Ave, Oliver, BC PO BOX 220 250-498-6500 info@winecapitalrealty.com winecapitalrealty.com D. It is essential that FFD DEVITO INVESTMENTS LTD ("Seller") be given binding assurance by the Covenantor that the confidential information which Seller discloses will be kept strictly confidential and not used by the Covenantor or

disclosed to third parties if the proposed acquisition of the Business does not take place;

E. The parties have agreed to enter into this Agreement to provide and obtain the assurances referred in recital "D" above.

NOW THERFORE in consideration of Seller agreeing to provide the confidential information to the Covenantor, the Covenantor here by covenants and agrees as follows:

- 1. Definitions
- (a) "Confidential Information" means all information disclosed by Seller to the Covenantor regarding the Business, whether furnished orally or in writing or gathered by inspection and regardless of whether specifically identified as "confidential", together with all analysis, compilations, studies or other documents prepared by the Covenantor (or their representatives) which contains or otherwise reflects such information. Confidential information shall not include information which (i) becomes generally available to the public other than as a result of disclosure by the Covenantor or their Representatives, or (ii) was known on a nonconfidential basis prior to its disclosure;

"Representatives" means collectively, the employees, agents and other

(b) representatives of the Covenantor, including, without limitation, their lawyers, accountants, consultants and financial advisors.

- 2.0 Use of Confidential information
- The Covenantor coven the agrees that:

2.1

(a) The Covenantor shall not use any of the Confidential Information for any purpose, other than evaluating the possibility of acquisition of the Business;

(b) The Confidential Information will be kept confidential by the Covenantor

and their Representatives, provided, however, that any such Confidential Information may be disclosed to those Representatives who need to know such Confidential Information for the purposes of evaluation the possible acquisition referred to herein (it being understood that such

Representative shall be informed of the confidential nature of such Confidential Information and shall be directed and shall each agree to treat such information confidently in accordance with the agreement); and (c) The Covenantor shall be responsible for any breach of this Agreement by their Representatives.

2.2 Public disclosure of possible sale of the Business could have a material adverse

effect on the Business if for any reason a transaction is not consummated. Accordingly, the Covenantor covenants and agrees that without the prior written consent of the Seller the Covenantor will not, and the Covenantor will direct their Representatives not to, disclose to any third party either the fact that discussions or negotiations are taking place concerning a possible sale of the Business or of any of the terms, conditions or other facts with respect to any such possible sale, including the status thereof.

- 3.0 Return of Confidential Information
- 3.1 In the event to the Covenantor does not proceed with the proposed acquisition which is the subject of the Agreement within sixty (60) days, the Covenantor shall promptly returned to the Seller all written Confidential Information and shall not retain any copies, extracts, or other reproductions in whole or in part of the Confidential Information. All documents, memoranda, notes, and other writing whatsoever prepared by Covenantor, or their Representatives based on the Confidential Information shall be destroyed, and such destruction shall be certified in writing to Seller by the Covenantor.

General Provisions

4.0

The Covenantor acknowledges and agrees that significant loss and damage

4.1 could be suffered by Seller if the Covenantor breaches or violates any of the terms, provisions, covenants or agreements set forth in this Agreement. The Covenantor further acknowledges and agrees that each of the covenants and agreements contained herein is responsible necessary to protect and preserve the interest of Seller and all defenses to the strict enforcement of this Agreement by Seller are hereby waived by the Covenantor. No failure or delay by Seller in exercising any right, power or privilege hereunder shall operate as a waiver of such right, power or privilege. The Covenantor understands and agrees that money damages would not be sufficient remedy for any breach of this Agreement by the Covenantor or their Representatives and agree that Seller shall be entitled to specific performance and injunctive relief as remedies for any such breach. Such remedies shall not be deemed to be exclusive remedies for a breach of this Agreement but shall be in addition to all other remedies available at law or in equity.

The Covenantor agrees that unless and until a definitive purchase and sale

4.2 agreement has been executed, Seller will not be under any legal obligation of any kind whatsoever to the Covenantor with respect to the proposed sale of the Business by virtue of this Agreement.

4.3 This Agreement shall be governed and constructed under the laws of the Province of British Columbia, Canada.

4.4 This Agreement may be executed by fax in counterparts, each of which shall be

deemed to be an original, and it shall not be necessary in proving this Agreement or its terms to produce or account for more than one of such counterparts.

4.5 This Agreement embodies the entire agreement of the parties relation to the

matters set forth herein. No amendment or modification of this Agreement shall be valid or binding upon either party unless made in writing and signed by parties to this Agreement. This Agreement shall endure to the benefit of and be binding

upon the parties hereto and their representative heirs, executors, personal legal representatives, successors and assigns.

The undersigned hereby covenants and agrees to be bound by all terms and conditions of the Confidentiality Agreement this _____ day of _____, 2024.

("Covenantor")

Witness