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## **CONFIDENTIALITY AGREEMENT**

**DATE:** \_\_\_\_\_ (PLEASE DATE)

**TO:** Jones Lang LaSalle Real Estate Services, Inc. (“JLL Canada” or “Advisor”)

**AND TO:** Capital City Shopping Centre Limited (“Owner”)

**RE:** Confidentiality Agreement – Aberdeen Village Centre, 1395 Hillside Drive, Kamloops, BC (“Property”)

In connection with the potential purchase to acquire the Property which is being marketed for sale by the Advisors on behalf of the Owner, we acknowledge that the Owner, and the Advisors have and will furnish us with certain information, financial and otherwise, which is non-public, highly sensitive, confidential and proprietary in nature, solely for the purpose of us considering and evaluating a potential purchase of the Property. As a condition of furnishing such information to us, the Owner requires that we agree to keep such information in strict confidence and execute this confidentiality agreement (the “Agreement”).

All information provided to us by the Owner and the Advisors in connection with or in any way related to the Property (whether oral, in writing or stored in electronic form or media), any material, confidential information in respect of the Property therein, including without limitation, any information relating to leasing and tenancies in such premises, business operations and strategies, the buildings and their specifications, operating statements, marketing and promotional material, rosters, leasing strategy, budgets, financial data, technical information, or anything related to the foregoing and all other documents or records (whether in writing or stored in electronic form or media) prepared by us or our Representatives (as defined below) containing or based upon, in whole or in part, any such furnished information is referred to in this Agreement as (the “Confidential Information”). Notwithstanding the foregoing, Confidential Information does not include information that: (i) is already known to us; (ii) is or becomes part of the public domain other than as a result of a disclosure by us or our Representatives; or (iii) becomes available to us from a source, other than the Owner or Advisors and not known to us to be bound by an obligation of confidentiality.

In consideration of the Owner and the Advisors providing the Confidential Information to us and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), we covenant and agree with the Owner and Advisors to keep all Confidential Information in strict confidence in accordance with the terms and conditions of this Agreement.

We agree that, except to the extent required by law, all Confidential Information: (i) shall be kept strictly confidential; (ii) shall not be disclosed by us in any manner whatsoever in whole or in part without the Owner’s prior written consent, which consent may be arbitrarily or unreasonably withheld; and (iii) shall not be used by us, directly or indirectly, for any purpose other than for the purpose of evaluating a potential purchase of the Property.

We further agree that: (i) we will protect the Owner’s and Advisor’s interest in the Confidential Information; (ii) all right, title and interest in and to the Confidential Information shall remain the exclusive property of the Owner and/or Advisors, as applicable, and the Confidential Information will be held by us in trust for

the Owner and Advisors, as applicable; (iii) no interest, license or any right respecting the Confidential Information, other than as may be expressly set out herein, is granted to us under this Agreement or in the course of our dealing with the Owner or Advisors by implication or otherwise; and (iv) neither we nor our Representatives will contact any tenant of the Property, the manager of the Property, the project consultants for the Property, without the Owner's prior written consent, which consent may be arbitrarily or unreasonably withheld.

We may transmit the Confidential Information to certain of our directors, officers, employees, agents, counsel, consultants, Advisors and potential partners and lenders (collectively referred to herein as "Representatives") but only to the extent that such Representatives have a need to know the Confidential Information for the purposes of assisting us to evaluate a potential purchase of the Property. Prior to disclosing Confidential Information to any such Representative, we will inform such Representative of the confidential nature of the Confidential Information and have the Representative agree to be bound by the terms set out in this Agreement in the same way as we are bound by the terms of this Agreement. We further agree to be responsible for any breach of the provisions of this Agreement by any of our Representatives and agree to indemnify the Owner for any such breach by our Representatives.

In the event that we or our Representatives become legally compelled to disclose any of the Confidential Information, the existence of this Agreement or any of the terms hereof, we will provide the Owner with prompt notice thereof so that the Owner may seek a protective order or other appropriate remedy or the Owner may waive compliance with any specific provision or term of this Agreement.

We agree to protect and safeguard the Confidential Information from loss, theft and destruction or the like, and to ensure that our Representatives who receive Confidential Information shall do likewise. We further agree that upon termination of our evaluation of the Property or upon written request by the Owner, we shall destroy or return to the Owner all of the Confidential Information within our (or our Representatives') possession or control or power to control (whether in writing or stored in electronic form other form or media) and delete the Confidential Information from all storage and retrieval systems and data bases, or destroy the same as directed by the Owner, however, we shall not be obligated to destroy any Confidential Information that is contained in an archived computer system backup in accordance with our disaster recovery procedures or to the extent relevant to demonstrate compliance with any legal, fiduciary, professional or contractual obligation or document retention policy. Notwithstanding the return of the Confidential Information, we and our Representatives shall continue to be bound by our obligations hereunder until the termination of this Agreement in accordance with its terms.

Although we understand that the Owner and Advisors will endeavor to include in the Confidential Information material known to them which they believe to be relevant for the purpose of evaluating a potential purchase of the Property, we acknowledge and agree that nothing in this Agreement obligates the Owner and Advisors to make any particular disclosure of Confidential Information. We further acknowledge and agree that none of the Owner, Advisors or any of their respective representatives make any representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information, except to the extent expressly set out in a definitive agreement of purchase and sale (the "Purchase Agreement") of the Property subsequently entered into between us and the Owner. We acknowledge that none of the Owner, Advisors or any of their respective representatives shall have any liability to us or our Representatives relating to or resulting from the use of the Confidential Information or any errors or omissions contained in the Confidential Information except to the extent expressly set out in the Purchase Agreement.

We acknowledge that the Confidential Information is material to the interests and business affairs of the

Owner, and any breach of this Agreement may result in material direct or consequential damages to the Owner. We acknowledge and agree that monetary damages will not be a sufficient remedy for any breach of this Agreement by us or our Representatives and that the Owner shall also be entitled to equitable relief, including injunction and specific performance, as an additional remedy in respect of any such 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 to the Owner. We shall indemnify and save harmless the Owner, Advisors and any of their respective representatives from all actual losses, damages, expenses, liabilities, claims and demands resulting from any breach of this Agreement by us or any of our Representatives.

This Agreement shall terminate on the earlier of: (i) the execution of the Purchase Agreement; or (ii) if no Purchase Agreement is signed then two (2) years from the date hereof.

This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein. Each party hereby irrevocably and unconditionally consents to submit to the exclusive jurisdiction a court of competent jurisdiction located within Vancouver, British Columbia, Canada for any action, suit, or proceeding arising out of or relating to this Agreement and any transaction contemplated by this Agreement (and agrees not to commence any action, suit, or proceeding relating thereto except in such courts).

Yours truly,

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

For and on behalf of:

Company: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

Additional Emails for Data Room Access:

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