

## CONFIDENTIALITY AGREEMENT

**TO:** Westfield Victoria Street Ltd. (THE "VENDOR")

**FROM:** \_\_\_\_\_ (THE "PURCHASER")

**FOR:** the purchase of 301 Victoria Street, Kamloops, BC  
(COLLECTIVELY THE "PROPERTY")

In consideration of the Vendor providing certain access to and information in respect of the Property and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby covenants and agrees with the Vendor as follows:

- (a) The undersigned and its agents, employees, directors, officers, consultants and any person for whom the undersigned is responsible for at law, shall keep in confidence any and all financial or other information (including, without limitation, tenant and rental information), reports and analysis obtained from the Vendor or its respective agents and consultants with respect to the Property and all information related thereto (the "Confidential Information") and the undersigned shall not use any Confidential Information for any purpose other than preparing an agreement of purchase and sale (the "Purchase Agreement") for the acquisition of the Property by the undersigned.

Nothing herein contained shall restrict or prohibit the undersigned from disclosing the Confidential Information to its professional advisors and lenders of the undersigned and their respective professional advisors, provided that they agree to be bound to the same extent as the undersigned by this Confidentiality Agreement.

If a Purchase Agreement is not entered into, or if entered into, the contemplated transaction fails to close for any reason whatsoever, the undersigned shall forthwith return to the Vendor all Confidential Information and all copies thereof made and/or distributed by the undersigned together with all analysis or summaries which may contain the Confidential Information, or any portion thereof.

- (b) For the purposes of this Confidentiality Agreement, Confidential Information shall not include:
- (i) public information or information in the public domain at the time such information is obtained by the undersigned;
  - (ii) information which becomes public through no fault or act of the undersigned, its agents, employees, directors, officers, consultants and any person for whom the undersigned is responsible for in law;

- (iii) information required to be disclosed by law; and
  - (iv) information received in good faith from a third party lawfully in possession of the information and not in breach of any confidentiality obligations.
- (c) The undersigned shall indemnify the Vendor and hold harmless the Vendor from any and all costs, damages and expenses (including legal fees and disbursements on a solicitor-client basis) which may arise from the unauthorized disclosure or use of the Confidential Information. The undersigned acknowledges that if this Confidentiality Agreement is breached, the Vendor may assert that it cannot be made whole by monetary damages. Accordingly, the Vendor, in addition to any other remedy to which it may be entitled by law or in equity, shall be entitled to seek an injunction to prevent breaches of this Confidentiality Agreement, and an order compelling specific performance of this Confidentiality Agreement. The undersigned shall reimburse the Vendor for all costs, damages and expenses (including legal fees and disbursements on a solicitor-client basis), incurred by the Vendor if it enforces the obligations of the undersigned and its representatives hereunder.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2008.

Purchaser

Per: \_\_\_\_\_

Name:

Title:

Per: \_\_\_\_\_

Name:

Title: