

NON-DISCLOSURE AGREEMENT

Re: Confidential Information re: 1544 Christmas Avenue, Saanich, BC

For the purposes of evaluating a possible purchase or other capital transaction (a "Transaction") involving the undersigned (the "Recipient") or any related persons or entities and JayCap Financial Ltd. as per SCBC order No. S-H-2512811 ("the Owner") in relation to the property described above (the "Property"), various materials and financial information (the "Confidential Material") of the Owner, have been or will be requested by the Recipient and provided by the Owner. It is acknowledged that some portions of the Confidential Material include confidential information that has not been generally disclosed to the public and that the privacy of all aspects of the offering for sale of the Property and of any financial information is crucial in relation to the Owner's competitive position and its ongoing relationships with tenants, lenders and other stakeholders.

In consideration of the Owner providing the Confidential Material and any other information related to the Property, the Recipient agrees with the Owner as follows:

- 1) To treat confidentially the Confidential Material including any information that the Owner or Owner's advisors furnish to the Recipient, whether furnished before or after the date of this Agreement, whether furnished orally or in writing or gathered by inspection, and regardless of whether specifically identified as "confidential".
- 2) Not to use the Confidential Material provided by the Owner or the Owner's advisor for any purpose other than the exclusive purpose of evaluating a Transaction and not to disclose the Confidential Material except to those of your directors, officers or employees or professional advisors who need to know such information for the purpose of evaluating a Transaction. The Recipient agrees that the Confidential Material will not be used in any way detrimental to the Owner and that such information will be kept

confidential by the Recipient, including your directors, officers, employees, representatives and advisors, and that these people shall be informed by you of the confidential nature of such information and shall be directed to treat such information confidentially.

- 3) That the Recipient, your firm(s) and your directors, officers, employees and representatives will not, without the prior written consent of the Owner, disclose to any persons other than your professional advisors who need to know such information either the fact that discussions or negotiations are taking place concerning a potential Transaction between the parties, nor disclose any of the terms, conditions or other facts with respect to any such potential Transaction, including the status thereof.
- 4) That the Recipient and your firm(s) will be responsible for any breach of the terms hereof by your directors, officers, employees, representatives, agents or professional advisors.
- 5) The term "person" as used herein shall be broadly interpreted to include, without limitation, any corporation, company, partnership or individual.
- 6) That at any time, at the request of the Owner, the Recipient agrees to promptly return the Confidential Material and any other information provided by the Owner or the Owner's advisors without retaining any copy thereof.
- 7) The obligation to hold the Confidential Material and such other information provided by the Owner or the Owner's advisors in confidence does not extend to information that becomes generally available to the public other than as a result of a disclosure by your firm(s) or any persons bound hereunder.
- 8) No failure or delay by the Owner in exercising any right, power or privilege hereunder shall operate as a waiver hereof, nor shall any single or partial exercise thereof preclude any other further exercise thereof or the exercise of any right, power or privilege hereunder.
- 9) The terms hereof shall be governed and construed in accordance with the laws of the Province of British Columbia and any laws of Canada applicable hereto.
- 10) That the Owner shall not be obliged to disclose any information in response to your request, all such information being provided strictly at the unfettered and absolute discretion of the Owner. The accuracy or completeness of any such information is not warranted by the Owner or by the Owner's advisors and may not be relied upon by the Recipient or your firm(s) for any purpose whatsoever, whether or not any such purpose is disclosed to the Owner or the Owner's advisors.

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If you are in agreement with the foregoing, please sign and return one copy of this letter which will evidence your agreement to be bound by the terms set out above.

Accepted by the Recipient this ____ day of _____, _____

Per: _____
Authorized Signatory

Print Name and Title

Company

Email Address