

CBRE Limited  
110-800 Yates Street, Victoria  
V8W 1L8 Canada

The undersigned has agreed to enter into this Agreement with CBRE Limited to further proceed with negotiations in relations to **1002 Blanshard Street, Victoria BC** (the “**Property**”).

**FROM:** \_\_\_\_\_ (the “**Proponent**”)

CBRE Limited has available for review certain information concerning the Property. On behalf of the Owner, we are prepared to disclose this information to you for your review in connection with the possible acquisition of the Property by you. However, such information will be made available to you only on the following conditions:

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.

1. all such information furnished to you by us or by the Owner must be used by you solely for the purpose of evaluating the possible acquisition of the Property;
2. you must agree to keep any such information on a strictly confidential basis, and not to disclose any such information to any person with the exception of employees or consultants who are acting on your behalf;
3. you must agree that CBRE Limited has no responsibility for the accuracy or completeness of such information, that the delivery or communication of such information shall not constitute a representation or warranty by us as to the accuracy or completeness of such information and that we shall in no way be liable to you for any inaccuracies in or incompleteness of such information;
4. you must agree not to make any copies whatsoever of any of such information unless you have obtained our prior written consent;
5. in the event that you determine you do not have any interest in acquiring the Property, you must promptly return all copies of such information to us.
6. The Recipient will not physically inspect or enter the Property except in the company of a representative of the Owner or CBRE Limited

7. The Recipient will make no contact with the registered owner of the Property or any person related thereto.
  
8. no failure or delay by the Owner or CBRE Limited 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.

If such conditions are acceptable to you, please execute the Acceptance block located at the bottom of this letter and return a fully executed copy of this letter to us (by mail, delivery, fax or other electronic means).

ACCEPTED AND AGREED this \_\_\_\_\_ day of \_\_\_\_\_, 202

Per:

\_\_\_\_\_  
(Authorized Signatory)

\_\_\_\_\_  
(email)

\_\_\_\_\_  
(Name & Title)

\_\_\_\_\_  
(phone)

