



## CONFIDENTIALITY AGREEMENT

**ATTN:**           **Jason Winton & Sterling Clerx**  
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**RE: 456 Island Highway W, Parksville, BC V9P 1H2**

For the purposes of evaluating the property located at **456 Island Highway W, Parksville, BC V9P 1H2** and having the legal description of; LOT 3, PLAN VIP6988, DISTRICT LOT 106, NANOOSE LAND DISTRICT, EXCEPT PLAN VIP52582, PID 005-791-898 (hereinafter referred to as the “Property”) and owned by **ROBERT MURRAY PERKINSON, REAL ESTATE DEVELOPER** (hereinafter referred to as the “Owner”), the undersigned requests that Colliers Macaulay Nicolls Inc. (hereinafter referred to as “Colliers”) provide the undersigned with financial and other confidential information relating to the Property.

In consideration of Colliers agreeing to provide the undersigned with such information, the undersigned agrees as follows:

- (1.) To treat confidentially, such information and other information that Colliers or its advisors furnish to the undersigned, 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” (collectively, the “Evaluation Material”)
- (2.) Not to use any of the Evaluation Material for any purpose other than the exclusive purpose of evaluating the possibility of a purchase and sale transaction relating to the Property. The undersigned agrees that the Evaluation Material will not be used in any way detrimental to the Property, Colliers, or the Owner and that such information will be kept confidential by the undersigned, its directors, officers, employees, and representatives. The undersigned further agrees that such directors, officers, employees, and representatives shall be informed by the undersigned of the confidential nature of such information and shall be directed to treat such information confidentially.
- (3.) That if at any time, the undersigned considers a transaction which would involve participation directly or indirectly by a third party, the undersigned agrees to obtain from such third party, a confidential agreement in a form satisfactory to Colliers prior to disclosure to such party of any Evaluation Material.
- (4.) The undersigned and its directors, officers, employees, and representatives will not, without the prior written consent of Colliers disclose to any persons either the fact that discussions or

negotiations are taking place concerning a possible transaction between the Owner and Colliers and the undersigned, nor disclose any of the terms, conditions or other facts with respect to any such possible transaction, including the status thereof.

- (5.) The term “person” as used in this Agreement shall be broadly interpreted to include, without limitation, any corporation, company partnership or individual.
- (6.) That at any time, at the request of Colliers, the undersigned agrees to promptly return all Evaluation Material without retaining a copy thereof or any notes relating thereto. Upon the request of Colliers, the undersigned will so certify as to the return of the Evaluation Material and all copies to Colliers satisfaction.
- (7.) That in the event that the undersigned is required or requested by legal process to disclose any of the Evaluation Material, the undersigned will provide Colliers with prompt notice of such requirement or request so that Colliers or the Owner may seek an appropriate protective order or waive compliance with the provisions of this requirement or both.
- (8.) That the undersigned further understands and agrees that neither the owner nor Colliers make any representations or warranties as to the accuracy or completeness of the Evaluation Material. The undersigned agrees that neither Colliers nor the Owner shall have any liability to the undersigned or any of its representatives resulting from or in connection with the use of the Evaluation Material by the undersigned or its representatives.

DATED at \_\_\_\_\_, \_\_\_\_\_,  
(City) (Province)

this \_\_\_\_\_ day of \_\_\_\_\_, 2024

\_\_\_\_\_  
(Company Name)

Per: \_\_\_\_\_  
(Authorized Signatory)

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

\_\_\_\_\_  
(E-mail address)