

Torbay Council
Town Hall
Castle Circus
Torquay
TQ1 3DR

Attention: Anne-Marie Bond, Director of Corporate Services

Dear Anne-Marie

CONFIDENTIALITY UNDERTAKING

We refer to our discussions with the TDA in relation to your acquisition of **insert name and address of site** (the “**Project**”). In consideration of us providing to you and any of your holding, associated and subsidiary companies any confidential information or data in any form in respect of the Project (“**Confidential Information**”), we undertake as follows:

1. Confidentiality Undertaking

Subject to paragraph 2, we will:

- (a) treat all Confidential Information as secret and confidential;
- (b) only disclose the Confidential Information to the TDA, Torbay Council, or any of your or their professional advisers (the “**Representatives**”) who need to receive and consider the Confidential Information for the purposes of the Project;
- (c) save for those persons and/or entities referred to in paragraph 1(b), not disclose the Confidential Information to any third party without your prior consent; and
- (d) not use the Confidential Information for any purpose other than in relation to the Project.

Any person referred to in paragraph 1(b) to whom you disclose the Confidential Information will be informed of the confidential nature of the Confidential Information and the purpose for which it may be used and you will be responsible for any breach of this letter (the “**Letter**”) by a Representative in each case save those Representatives who: (a) already owe a duty of confidentiality in accordance with the applicable rules of professional conduct; or (b) have agreed in writing to be bound by the confidentiality obligations herein.

2. Exceptions

For the purposes of this Letter “Confidential Information” does not include information that:

- (a) was already in the public domain or was known to you or the persons described at paragraph 1(b) above at the time of its disclosure to you by us; or
- (b) comes into the public domain (other than by reason of a breach of the undertakings given pursuant to this Letter);
- (c) is supplied to you by a third party who is not, so far as you are aware, in breach of any duty of confidentiality owed to us; or
- (d) is independently developed by you or a Representatives without the use of any of the Confidential Information.

Notwithstanding anything to the contrary in this Letter, you and any Representative will be entitled to disclose any Confidential Information if and to the extent that you are required or requested to do so by any law or by any stock exchange or court, governmental, judicial, supervisory or regulatory agency or authority in any jurisdiction or by audit and you will, if practicable and if you are permitted to do so by law and regulation, provide us with prompt notice of any such request or requirement.

3. Returning Confidential Information

In the event that we do not enter into final binding documentation relating to the Project, you will (to the extent legally permissible), following receipt of a written request from us:

- (a) return to us or destroy (to the extent reasonably and technically practicable) all documents and all other materials containing or reflecting any Confidential Information, together with any copies, which are in your possession and which are in a form capable of delivery or destruction; and
- (b) expunge (to the extent reasonably and technically practicable) all Confidential Information from any computer or word processor into which it was programmed by you,

provided that you and any Representatives will be permitted to retain:

- (a) any Confidential Information that may be required for the purposes of defending or maintaining any litigation (including any administrative proceeding) relating to this Letter or the Project; and
- (b) copies of the Confidential Information for the purposes of any law, internal policy, stock exchange or court or regulatory agency or authority; and
- (c) copies of any computer records and files containing or reflecting any Confidential Information which have been created pursuant to your or their automatic archiving and back-up procedures; and
- (d) copies of any reports, minutes, memoranda, models or other work product which

contain or reflect Confidential Information, provided it is kept confidential in accordance with the terms of this Letter.

4. Duration

The obligations undertaken by you under this Letter will terminate on the earlier of (i) the date which is one year from the date of this Letter and (ii) the completion of the documentation in respect of the Project.

5. Governing Law

This Letter will be governed by and construed in accordance with the laws of England and you irrevocably submit to the exclusive jurisdiction of the English courts in connection with this Letter.

6. Acceptance

Please confirm your acceptance of the terms of this Letter by signing the acknowledgement on the attached copy of this Letter and returning it to us. This Letter may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts shall together constitute one and the same agreement.

7. Third Party Rights Act

Other than us, a person who is not a party to this agreement has no right by virtue of the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Letter.

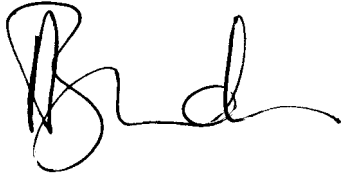
REQUIREMENT:

You will provide a written report within the agreed Specification timescales which will include brief statement on:

- a) value of the land and buildings now;
- b) value of the land in ten years' time (land and building with the leases attached);
- c) views on the yields;
- d) views on redevelopment/regeneration potential;
- e) potential future use of the site;
- f) any other concerns that the Council should be aware of; and
- g) any other site specific views as requested.

Yours faithfully,

Torbay Council



Name: Anne-Marie Bond:

Dated:

Title: Director of Corporate Services

Name of Organisation: _____

Name:

Dated: _____

Title: _____