

DATED

201

(1) NOTTING HILL HOME OWNERSHIP LIMITED

(2) Leaseholder Name

CONFIDENTIALITY AGREEMENT

for

(1) ~~Aylesbury Address~~

(2) ~~Camberwell Fields Address~~

(Plot insert Block *insert*)

Orrick, Herrington & Sutcliffe (Europe) LLP
107 Cheapside
London EC2V 6DN

Date: 16 July 2015
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CONFIDENTIAL

Parties

- (1) **NOTTING HILL HOME OWNERSHIP LIMITED** (registration no. 23066R) whose registered office is at Bruce Kenrick House 2 Killick Street London N1 9FL ("the Seller") and
- (2) **Leaseholder Name of Aylesbury Address** ("the Buyer")

Operative clauses

1. **Definitions and interpretation**

1.1 **Definitions**

In this Agreement (unless the context otherwise admits):

Seller's Solicitors means Orrick, Herrington & Sutcliffe (Europe) LLP of 107 Cheapside London EC2V 6DN

Confidential Information means

- 1.1:1 the existence and terms of this agreement;
- 1.1:2 the terms of the Offer and the Transaction;
- 1.1:3 all discussions and correspondence regarding the Offer and the Transaction (whether before or after the date of this Agreement);
- 1.1:4 all information (of whatever nature and however recorded or preserved) disclosed by one party to the other at any time, which:
- 1.1:4.1 is marked as or has been otherwise indicated to be confidential; or
- 1.1:4.2 derives value to a party from being confidential; or
- 1.1:4.3 would be regarded as confidential by a reasonable person;

except to the extent that such information is already in the public domain at the time of disclosure or enters the public domain otherwise than by a breach of any obligation of confidentiality;

Offer means the Sellers offer to sell the Property to the Buyer at an agreed price of £() comprising the proceeds of the sale including homeloss payment of **Aylesbury Address** to the value of £() and personal contribution of £();

Property means the leasehold property know as **Camberwell Fields Address** (Plot insert Block insert);

Transaction means the purchase of the Property by the Buyer

1.2 Interpretation

1.2:1 Where there are two or more persons including in the expression the Buyer promises made, covenant given and obligations otherwise entered into by the Buyer will be deemed to be entered into by such persons jointly and severally

1.2:2 Where there are two or more persons included in the expression the Buyer an event of something will be deemed to have occurred if it happens to any one of them for the purposes of this Agreement.

1.2:3 References in this Agreement to any legislation are to that legislation as it may have been extended, modified, amended, re-enacted or replaced at the date upon which its construction is relevant for the purposes of this Agreement and not as originally enacted or as at the date of this Agreement

1.2:4 References generally to legislation include statutory instruments, regulations and other derivative legislation and any regulations or other legislation of the European Union that is directly applicable in England and include existing legislation and those that come into effect whilst this Agreement continues to bind the parties to it

1.2:5 Any promise or covenant by the Buyer not to do or omit any act or thing will be taken to include a promise or covenant not to suffer or permit the doing or omission of that act or thing

1.2:6 The headings above the clauses and the contents pages of this Agreement are for reference only and do not affect its construction

1.2:7 Any reference to a clause or schedule without further designation will be a reference to a clause or schedule of this Agreement

2. Buyer obligations

In consideration of the Seller making the Offer to the Buyer, the Buyer covenants with the Seller as follows

2.1 Use of Confidential information

2.1:1 To treat all Confidential Information as secret and confidential and take all necessary steps to preserve such confidentiality

2.1:2 Not to use any Confidential Information other than for the purpose of evaluating and negotiating the Transaction

2.2 Disclosure

2.2:1 Not to disclose Confidential Information to anyone other than with the Seller's prior written permission or as permitted by clause 4

2.2:2 To ensure that each person to whom Confidential Information is disclosed

2.2:2.1 is made aware of the confidential nature of the Confidential Information;

2.2:2.2 observes the terms of this Agreement as if he were a party to this Agreement; and

2.2:2.3 if requested by the Seller, enters into an agreement with the Seller in terms similar to those contained in this Agreement

2.2:3 Compliance

To confirm to the Seller in writing, at any time upon request that the Buyer has complied with the provisions of this Agreement

2.2:4 Copies

Not to make any copies of any Confidential Information (including, without limitation, any document, electronic file, note, extract, analysis or any other derivation or way of representing or recording any Confidential Information) without the prior written consent of the Seller or as may be reasonably necessary for the purposes of evaluating and negotiating the Transaction

2.2:5 Return on demand

On written request, promptly to return to the Seller's Solicitors or destroy, as directed, all materials containing Confidential Information and all copies, extracts or reproductions of it.

3. General provisions

It is agreed that:

3.1 Disclosure by third party

The Buyer will be responsible for any breach of any of the terms of this Agreement by any person to whom Confidential Information is disclosed as permitted by clause 4

3.2 Remedies

3.2:1 In addition to all remedies to which the Seller may be entitled to as a matter of law, the Seller is entitled to specific performance, injunction and any other form of equitable relief to enforce the provisions of this Agreement

3.2:2 Damages will not be an adequate remedy for any breach of this Agreement by the Seller

3.3 Indemnity

The Seller will indemnify the Buyer and keep the Buyer indemnified against all costs, losses and expenses resulting from any breach or non-performance by the Seller of any of its obligations under this Agreement

4. Permitted disclosure

Notwithstanding any other provision of this Agreement, there will be no breach of this Agreement if the Buyer discloses any Confidential Information to the Buyer's Solicitors, in compliance with a court order, a binding request from a regulatory (or other analogous) authority with jurisdiction or a binding request from any other third party with power to require the disclosure of such information provided the affected party (so far as it may lawfully do so) gives all reasonable notice of such disclosure to the other party

5. Continuing liability

Subject to the other terms of this Agreement, the terms of this Agreement will continue to apply even after this Agreement and any negotiations or business relationship between the parties has ended

6. Third parties

6.1 Nothing in this Agreement is intended to confer any benefit of any person who is not a party to it

6.2 The parties may, by agreement, rescind or vary this Agreement without the consent of any third party to whom the right of enforcement of any of its terms has been expressly provided

7. Governing law and jurisdiction

7.1 This contract will be governed by and construed in accordance with the law of England

7.2 Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of England over any claim or matter arising under or in connection with this Agreement

This Agreement has been executed as a deed and is delivered on the date stated at the beginning of it

Executed as a Deed by affixing
the COMMON SEAL of
NOTTING HILL HOME OWNERSHIP
LIMITED in the presence of:

Authorised Signatory

Secretary

EXECUTED as a Deed by

in the presence of:

Signature of Witness

Full name

Address

Occupation

CONFIDENTIAL

