



Partners Global Corporate Real Estate  
1801 Hollis Street, Suite 1420  
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**DATE:** \_\_\_\_\_ (Please Date)

**TO:** Partners Global Corporate Real Estate Inc. (the "Advisor")

**AND TO:** 3294184 Nova Scotia LTD. (the "Seller")

**RE:** Confidentiality Agreement – 1558 Barrington Street, 5215 Blowers Street and 1565 Argyle Street,  
Halifax Nova Scotia (the "Properties")

We have been advised that the Advisor has been retained by the Seller as its exclusive agent to arrange a sale of the Properties. The Seller has requested that all interested parties should direct all inquiries and communications through the Advisor only. We have requested that you furnish us with certain information concerning the Properties. This information may include, without limitation, (i) an offering memorandum or materials, (ii) various other documents and data concerning the Properties whether delivered in writing, orally, or through authorized access to a designated due diligence extranet site, and (iii) any work product developed from any of the foregoing (collectively, "**Evaluation Material**"). We acknowledge and agree that the Evaluation Material will be furnished to us only on the condition that we agree to treat the Evaluation Material in strict confidence in accordance with the following terms and conditions (the "**Agreement**"):

1. This Agreement shall terminate upon the date which is two (2) years after the date hereof. All Evaluation Material relating to the Properties which may be furnished to any Recipient (as hereinafter defined) under this Agreement shall continue to be the property of the Seller and/or the Advisor, as the case may be. The Evaluation Material will be used by the Recipient solely for the purpose of evaluating the possible acquisition of the Properties and will not be used in any manner detrimental or adverse to Seller, the Properties, the manager(s) of the Properties or any partner, fellow member or lender of any Seller or manager(s) of the Properties. As soon as reasonably possible upon the Seller's or the Advisor's request or upon the termination of our Agreement, we will return to the Seller or the Advisor, as applicable, or, to the extent permitted by law, destroy, all Evaluation Material and any other written material containing or reflecting any of the Evaluation Material that has been provided to or created by us, and will not retain any copies, extracts, or other reproductions in whole or in part of such written materials.

2. We agree to keep all Evaluation Material strictly confidential and shall not disclose the contents thereof to any person without both the Advisor's and Seller's prior written consent; provided, however, that the Evaluation Material may be disclosed to our key employees, and the Recipient's outside counsel, accountants, and institutional lenders where applicable, acting on behalf of Recipient on a strictly "need to know" basis, and solely for the purposes set forth herein. We, together with any person to whom we disclose all or any portion of the Evaluation Material, pursuant to the terms hereof, are referred to herein individually and collectively as "**Recipient(s)**." Any Recipient other than us receiving Evaluation Material shall, prior to receiving such Evaluation Material from us, be informed

of the confidential nature of such Evaluation Material and the terms of this Agreement and directed not to disclose the Evaluation Material to any third party. We agree that we will be responsible for any breach of the terms and conditions set forth in this Agreement by a party to whom we have disclosed the Evaluation Material. We will immediately notify the Advisor and Seller in writing of any breach of this Agreement by any Recipient which may come to our attention. In addition, the Recipients will not disclose to any person, unless otherwise required by subpoena or mandated by law, (i) the fact that the Evaluation Material has been made available to it or that it has inspected any portion of the Evaluation Material; (ii) the fact that any discussions or negotiations are taking place concerning the proposed transaction regarding the Properties; or (iii) any of the terms, conditions or other facts pertaining to the proposed transaction regarding the Properties, including the status thereof. The provisions of this Paragraph 2 shall not apply to information (i) which is or becomes subject to a properly issued subpoena by a court of competent jurisdiction, or (ii) is generally available to the public other than as a result of a breach of this Agreement; provided, however in any of the foregoing instances, we agree to promptly notify Seller of such required disclosure and when reasonably possible with sufficient advance notice to permit Seller to seek a protective order or to take other appropriate action to waive compliance.

3. We acknowledge and agree that neither the Seller nor the Advisor nor any director, officer, employee, partner, member, agent, counsel or representative of the Seller or the Advisor, including without limitation any lawyer, asset manager, management company, appraiser or engineer retained by the Seller, or the Advisor (collectively, the "**Owner Representatives**") make any representation or warranty whatsoever as to the accuracy or completeness of the Evaluation Material. Any financial information and/or projections contained in the Evaluation Material represent estimates based on assumptions believed to be reasonable under the circumstances, although they have not been independently verified, and no representation or warranty of any kind whatsoever (including, but not limited to, reasonableness, accuracy, or completeness) is made by the Seller, the Advisor or the Owner Representatives. The Advisor and the Seller expressly disclaim any and all liability for representations or warranties, express or implied, regarding the Evaluation Material or that actual results will conform to projections in the Evaluation Material; and we agree that neither the Advisor nor the Seller nor the Owner Representatives shall have any liability to us or to any Recipient resulting from our or their use or reliance upon the Evaluation Material, whether or not a purchase of the Properties is consummated. We represent that we will conduct our own independent investigations for all those matters which we deem necessary or appropriate in order to evaluate any proposed transaction involving the Properties. In the event that the Seller and we enter into a definitive agreement for the purchase and sale of the Properties, the provisions of this Section 3 are subject to the terms of such definitive agreement concerning the Evaluation Material.

4. We agree to be responsible for the payment of any fee, commission or other compensation payable to any broker, finder or agent who alleges it has dealt with or through us, other than the Advisor, and the Advisor shall have no obligations to share any part of its commission with any broker, agent, finder or any other person or entity who has dealt with or through us. We hereby agree to indemnify, defend and hold the Seller and the Advisor harmless from and against any and all claims, damages, losses and liabilities (including reasonable legal fees and disbursements) in this regard.

5. This Agreement shall be (i) binding on us and inure to the benefit of the Seller and the Advisor and their respective successors or assigns and (ii) governed by and construed in accordance with the internal laws of the Province of Nova Scotia and the federal laws of Canada applicable therein and the parties expressly agree that venue for any such dispute/claim shall only be in Halifax, Nova Scotia. THE SUBMISSION OF THE EVALUATION MATERIAL AND ANY DRAFT PURCHASE AGREEMENT FOR EXAMINATION IS NOT INTENDED TO, NOR WILL IT, CONSTITUTE AN OFFER TO SELL THE PROPERTIES, OR A RESERVATION OF, OR OPTION OR PROPOSAL OF ANY KIND FOR THE SALE OR PURCHASE OF THE PROPERTIES. IN NO EVENT WILL THE SUBMISSION OF THE EVALUATION MATERIAL OR DRAFT PURCHASE AGREEMENT CREATE ANY OBLIGATION OR LIABILITY UPON THE SELLER OR THE ADVISOR WHATSOEVER. WE EXPRESSLY ACKNOWLEDGE AND AGREE THAT: I) THE SELECTION OF THE WINNER OF THE BID PROCESS IS AT THE SOLE DISCRETION OF THE SELLER II) THE SELLER IS UNDER NO OBLIGATION TO ACCEPT ANY PROPOSAL RECEIVED AS A RESULT OF THE BID PROCESS OR TO SELECT/AWARD A PURCHASER IF IT CHOOSES NOT TO FOR ANY REASON III) THAT THE ADVISOR AND ITS REPRESENTATIVES ARE NOT REQUIRED TO EXPLAIN WHY A PARTICULAR BIDDER WAS OR WAS NOT SUCCESSFUL UNDER THE BID PROCESS UNLESS IT HAD FIRST RECEIVED INSTRUCTIONS IN WRITING FROM THE SELLER TO DO SO AND IV) WE SHALL INDEMNIFY AND

HOLD PARTNERS GLOBAL CORPORATE REAL ESTATE, ITS PARENT AND AFFILIATES, REPRESENTATIVES AND THE SELLER HARMLESS FROM ANY AND ALL LOSSES, COSTS AND DAMAGES (INCLUDING LOSS OF PROFITS/CONSEQUENTIAL DAMAGES) THAT MAY OCCUR AS A RESULT OF US NOT BEING AWARDED THE RIGHT TO PURCHASE THE PROPERTIES UNDER THE BID PROCESS FOR ANY REASON.

6. The provisions of this Agreement shall survive any termination of our review of the Evaluation Material. Without the prior consent of Seller, neither we nor any of the Recipients shall communicate (regarding the proposed transaction, the Seller or the Properties) with (a) any employee, manager or consultant of the management company retained by Seller to manage the Properties, (b) any tenant, subtenant, or other occupant of the Properties, (c) any lender (or any loan participant of any such lender) to Seller, (d) any other third party other than one of our representatives, or (e) any partner or fellow member of Seller.

7. We acknowledge that money damages would not be a sufficient remedy for any violation of the terms of this Agreement and, accordingly, Seller and/or the Advisor will be entitled to specific performance and injunctive relief as remedies for any violation. These remedies will not be exclusive remedies but will be in addition to all other remedies available to Seller and/or the Advisor at law or equity.

8. The Recipients agree not to visit the Properties, other than areas open to the general public, without prior notice being given to and permission provided by the Advisor and the Seller.

Sincerely,

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

For and on behalf of:

Company: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

Additional Emails for Data Room Access:

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