



## CONFIDENTIALTY & INDEMNIFICATION STATEMENT

The undersigned hereby acknowledges that **Colliers International (Nova Scotia) Inc.** ("Colliers") has been retained on an exclusive basis to administer the disposition of **85 Tacoma Drive, Dartmouth, Province of Nova Scotia** (the "Property").

All inquiries and communications with respect to the Property shall be directed to Colliers. The undersigned acknowledges that it is a principal or an investment advisor in connection with the possible purchase of the Property and agrees that it will not look to **Zenex Fashion & Accessories Inc. or Nathan Starr & Associates** (the "Vendor") or Colliers, or any of their affiliates for any fees or commissions in connection with the sale of the Property. The undersigned also hereby acknowledges that it has not dealt with any broker, other than Colliers, regarding the acquisition of the Property.

In exchange for specific good and valuable consideration provided by the Vendor and Colliers, the undersigned hereby agrees to indemnify the Vendor against any compensation, liability or expense (including attorneys' fees but excluding consequential losses), directly arising from claims by any other broker or other party retained by the undersigned in connection with the sale of the Property, or by Vendor in connection with a breach by the undersigned of its obligations under this Confidentiality & Indemnification Statement. In no event shall the undersigned or any of its Representatives (as defined below) contact any governmental authorities concerning the Property, or make any physical inspection or testing of the Property, without the prior written consent of the Vendor, or Colliers.

The Confidential Information Memorandum contains selected information pertaining to the Property, prepared by Colliers primarily from information supplied by the Vendor. These documents do not purport to be inclusive or to contain all the information which a respondent may require to make their investment decision. Neither Colliers nor the Vendor makes any representation or warranty, expressed or implied, as to the accuracy or completeness of the Confidential Information Memorandum and no legal liability on the part of Colliers or the Vendor is assumed or to be implied with respect thereto. It is recommended that prospective purchasers conduct their own independent investigation and verification.

By executing the Confidentiality Statement you agree that the Confidential Information Memorandum and any subsequent information about the potential sale of the Property by the Vendor provided or compiled from any source whatsoever (the "Confidential Information") is confidential, that you will hold and treat it in the strictest of confidence, provided that you may disclose the Confidential Information to your affiliates and your respective officers, directors, employees, agents, advisors, consultants, auditors and lenders (collectively, "Representatives") for the sole purpose of evaluating the potential purchase of the Property.

Notwithstanding the foregoing, the obligations of the undersigned and its Representatives set forth in this Confidentiality & Indemnification Statement with respect to Confidential Information will not apply to information which: (a) was in the possession of the undersigned or its Representatives on a non-confidential basis prior to the disclosure of such Confidential Information by the Vendor or Colliers hereunder; (b) is or becomes generally available to the public, other than through a breach of this Confidentiality & Indemnification Statement by the undersigned or its Representatives; (c) is subsequently obtained by the undersigned or its Representatives from a source other than the Vendor or Colliers not known by the undersigned to be bound by a confidentiality agreement with, or subject to, any other contractual or legal obligation of confidentiality to the Vendor or Colliers with respect to such information; or (d) is required to be disclosed pursuant to law, regulation, court order, legal or administrative process or any regulatory body of competent jurisdiction.



The Vendor reserves the right in its sole discretion to reject any or all offers or expressions of interest in the Property and to terminate discussions with any or all parties at any time with or without notice. Neither the Vendor nor the undersigned nor any of its Representatives shall be under any obligation or commitment to enter into discussions or any further agreement in relation to any proposed purchase or sale of the Property merely by reason of the execution of this Confidentiality & Indemnification Statement or the disclosure, evaluation or inspection of Confidential Information and this Confidentiality & Indemnification Statement shall not constitute nor should it be construed to constitute an offer or commitment to proceed with any proposed purchase or sale of the Property.

This Confidentiality & Indemnification Statement will terminate and be of no further force or effect upon the expiry of twenty four (24) months from the date first written above.

When the Confidentiality Statement is signed, the undersigned acknowledges that they are undertaking this investigation of the Property at their sole risk and expense and that under no circumstances will any amounts expended by the undersigned for its due diligence investigation or review be paid or reimbursed by the Vendor or Colliers.

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

Per: \_\_\_\_\_

Name:

Title:

Email Address:

Date: \_\_\_\_\_

These statements are based upon the information furnished by the principals and sources that we deem reliable for which we assume no responsibility, but which we believe to be correct. This submission is made subject to prior sale, change in price or terms, or withdrawal without notice. Prospective purchasers or tenants should not construe this information as legal or tax advice. You should consult your legal counsel, accountant or other advisors on matters related to this presentation.

If you wish to review more details on the offering, please sign and return the foregoing Confidentiality Agreement to:

Colliers International (Nova Scotia) Inc.  
Attn: Greg Taylor/Aaron Ferguson  
202 Brownlow Ave, Suite 610  
Dartmouth, NS B3B 1T5  
Email: [greg.taylor@colliers.com](mailto:greg.taylor@colliers.com) / [aaron.ferguson@colliers.com](mailto:aaron.ferguson@colliers.com)  
Fax: 902-429-9866  
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