

NOTIFICATION & WAIVER OF POTENTIAL CONFLICT OF INTEREST

RE: **Name of Seller**
 Sale to Name of Buyer

PROPERTY ADDRESS: **Property known as * County, Nova Scotia, (PID *)**

As you know, DO IT BOTH LAW FIRM has been approached by both the Seller and the Buyer with respect to provision of legal services in the above-noted property transaction. As a result, this firm is in a position of potential conflict of interest, a situation governed by the Code of Professional Conduct adopted the Council of the Nova Scotia Barrister's Society September 2011 as amended.

The relevant sections of the Code state that:

Consent

3.4-2 A lawyer must not represent a client in a matter when there is a conflict of interest unless there is express or implied consent from all clients and the lawyer reasonably believes that he or she is able to represent each client without having a material adverse effect upon the representation of or loyalty to the other client.

AND

Concurrent Representation with protection of confidential client information

3.4-4 Where there is no dispute among the clients about the matter that is the subject of the proposed representation, two or more lawyers in a law firm may act for current clients with competing interests and may treat information received from each client as confidential and not disclose it to the other clients, provided that:

- (a) disclosure of the risks of the lawyers so acting has been made to each client;*
- (b) each client consents after having received independent legal advice, including on the risks of concurrent representation;*
- (c) the clients each determine that it is in their best interests that the lawyers so act;*
- (d) each client is represented by a different lawyer in the firm;*
- (e) appropriate screening mechanisms are in place to protect confidential information; and*
- (f) all lawyers in the law firm withdraw from the representation of all clients in respect of the matter if a dispute that cannot be resolved develops among the clients.*

Although it is not anticipated that a dispute will arise in this transaction, we are obligated to make you aware that should such arise it would then be necessary for DO IT BOTH LAW FIRM to withdraw entirely from the transaction and refer both Seller and Buyer to separate lawyers not associated with this firm, to whom we have to make full disclosure.

Regardless of the possible or potential conflict of interest, you are satisfied that DO IT BOTH LAW FIRM can reasonably act for both parties to the transaction, please sign this letter as noted below to signify your consent and return it to us as soon as possible.

Do it both lawyer

TO: DO IT BOTH LAW FIRM

I hereby confirm my consent to your acting for both parties in this transaction this * day of *, 201*.

Seller

We hereby confirm our consent to your acting for both parties in this transaction this * day of *, 201*.

Buyer

Buyer