

Directions

To receive a copy of the Confidential Information Memorandum any Prospective Buyer and Co-Operating Brokerage is required to sign the attached CONFIDENTIALITY AGREEMENT.

The Confidential Information Memorandum will be provided to a Co-Operating Brokerage only if his Prospective Buyer has executed the CONFIDENTIALITY AGREEMENT.

By signing the NON-DISCLOSURE AND NON-SOLICITATION AGREEMENT, the Co-Operating Brokerage recognizes that his/her sale commission will be paid by his/her Prospective Buyer.

Please print the attached CONFIDENTIALITY AGREEMENT and return an executed copy to Barclay Commercial Corporation, Brokerage via Facsimile or email. Fax - (613) 739-4079

Upon Barclay Commercial Corporation, Brokerage receiving the executed CONFIDENTIALITY AGREEMENT, a PDF copy of the Confidential Information Memorandum will be provided to the Prospective Buyer, along with an access name and password to a File Transfer Protocol (FTP) website containing all support materials. A hard copy of the document will also be sent through regular mail upon request.

NON-DISCLOSURE AND NON-SOLICITATION AGREEMENT (the “Confidentiality Agreement”)

RE: ALEXANDER MUIR RETIREMENT RESIDENCE

197 PROSPECT STREET

NEWMARKET, ONTARIO (the “Property”)

AMONG:

BARCLAY COMMERCIAL CORPORATION, BROKERAGE
 (“BCC”)

- and -

9175-5595 QUEBEC INC.
 (the “SELLER”)

- and -

(Prospective Buyer and/or Co-Operating Brokerage collectively, the “**Prospective Buyer**”)

Whereas:

Barclay Commercial Corporation, Brokerage (BCC), as advisor to 9175-5595 Quebec Inc. (SELLER) is in possession of certain Confidential Information (as hereinafter defined) provided to them by the SELLER. The Prospective Buyer desires to review the Confidential Information for the purpose of assessing and discussing the potential for an acquisition of the shares or assets of the SELLER.

Therefore:

In consideration of BCC and/or SELLER, or any representative thereof, disclosing to the Prospective Buyer the confidential Information for the purpose stated herein, the Prospective Buyer, and each and every one thereof, agree as follows:

1. **Definitions**, for the purposes hereof:

“**Business**” means the retirement home business as is currently carried by the SELLER, within the Property as of the date hereof.

“**Confidential Information**” means any and all financial, corporate, operating, and business information respecting the Property, the Company and its principals, including, but not limited to, financial statements and financial information; plans, projections and budgets; employee and personnel information; client/patient information; marketing strategies, techniques, materials and plans; and information concerning properties, liabilities, contracts, business affairs and legal affairs; whether in oral, written or electronic form and whether or not marked or designated as confidential information. Confidential Information does not include information in the public domain other than by a breach of this contract.

“**Employees or Consultants**” means those persons who are employees or consultants of the Business as of the date hereof.

2. **Non-Disclosure.** The Prospective Buyer, and each and every one of them, shall:
 - I. not use the confidential information, or permit the confidential information to be used, for any purpose other than the purpose specified above, and specifically not otherwise for the benefit of the Prospective Buyer, directly or indirectly, or for the benefit of anyone else;
 - II. limit access to and disclosure of the confidential information only to those of the Prospective Buyer's employees, officers and directors, and those of the Prospective Buyer's professional advisors and financiers who require the information for the purpose of assessing the proposed acquisition, to make each of them aware in writing that the information is confidential and subject to this agreement and to obtain from each of them a written confirmation that they agree to be bound by the terms of this agreement, and not to disclose the confidential information to any other person or for any other purpose;
 - III. provide to BCC and SELLER on request with a list of all persons to whom the confidential information has been disclosed;
 - IV. not make copies of any confidential information without prior written authorization of SELLER. If the Prospective Buyer and SELLER do not enter into an agreement of purchase and sale for the purpose, or if any such agreement is not completed for any reason, to return or destroy all documents and other confidential information in tangible or electronic form together with a written certificate signed by the Prospective Buyer and, in case of a corporate prospective Buyer, by a senior officer thereof that this provision has been complied with;
 - V. keep confidential the fact and content of the assessment and discussions and any negotiations resulting there from, unless written consent from SELLER is first obtained; and
 - VI. at all times comply with all applicable privacy laws, including, without limitation, the *Personal Information Protection and Electronic Documents Act*, Canada, and the *Personal Health Information Act*, Ontario.
3. **Non-Solicitation.** The Prospective Buyer shall not solicit or entice, or attempt to solicit or entice, any Employee or Contractor of the Business to enter into employment or service or other contractual relationships with any such Employee or Contractor.
4. **Site Visits.** The Prospective Buyer must pre-book a site visit through BCC. Site visits shall be limited to one hour in duration and each Prospective Buyer will only be allowed to view the facility once prior to a Letter of Intent or Agreement of Purchase and Sale being duly executed by both SELLER and the Prospective Buyer. All questions related to the business, operations, or the building itself shall be directed to BCC directly and under no circumstance shall the Prospective Buyer discuss the operations of the business with any of the staff members, including but not limited to any staff who may escort the Prospective Buyer through the Property.
5. The Prospective Buyer acknowledges and understands that neither BCC nor SELLER makes any representation or warranty in relation to any of the confidential information, its adequacy, accuracy or suitability for any purpose, or otherwise, and except as expressly agreed in writing shall not be liable for any loss or damage arising from the use of any confidential information howsoever caused.
6. The Prospective Buyer acknowledges that notwithstanding the execution of this agreement, SELLER maintains the sole and absolute discretion to determine what, if any, of the confidential information will be released to the Prospective Buyer.
7. The Prospective Buyer acknowledges that the Business cannot be properly protected from adverse consequences of its actions other than by the restrictions set forth herein.

8. The agreements, covenants and understandings expressed herein by the Prospective Buyer, to the extent more than one, are joint and several.
9. The covenants contained herein shall ensure to the benefit of SELLER, BCC, their respective heirs, personal representatives, estate trustees, successors and assigns, as the case may be, and shall be binding upon the Prospective Buyer, and each and every one of them, and their respective heirs, personal representatives, estate trustees, successors and assigns, as the case may be.
10. Each of the provisions is separate and severable from the others, and if any such provision shall be found wholly or partly unenforceable the others shall not be affected thereby.
11. The Prospective Buyer agrees that in the event of any violation of the provisions hereof; the SELLER, and BCC in addition to any other right or relief to which they or any one of them may be entitled, shall be entitled to an injunction restraining further breaches of the provisions of this agreement.
12. This document constitutes the entire agreement between the parties with respect to the subject matter of it, and shall supersede all previous communications, representations, understandings and agreements, either oral or written between the parties.
13. This Agreement shall be governed by the laws of the Province of Ontario, Canada.

Each of the undersigned Prospective Buyer has executed this Agreement on the ____day of _____, 2010.

SIGNED, SEALED AND DELIVERED
In the presence of

Witness:
 Name:

PROSPECTIVE BUYER: _____
 Address: _____
 Phone: _____
 Fax: _____
 Email: _____

Per: _____
 Name:
 Position:
 Authorized Signing Officer