

2213460 Ontario Ltd.  
C/o Smith Company Commercial Real Estate Services Inc.  
401 Bay Street, Suite 2704  
Toronto, Ontario  
M5H 2Y4

To Whom It May Concern

***Re: Confidentiality Agreement – 187 Booth Road, North Bay, Ontario***

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1. 2213460 Ontario Ltd., its shareholders, subsidiaries and affiliates (hereinafter the “**Company**”), are prepared to furnish \_\_\_\_\_ (“\_\_\_\_\_”) with certain information which is either confidential, proprietary or otherwise not generally available to the public in connection with our consideration of potential investment in 187 Booth Road, North Bay, Ontario (hereinafter the “**Transaction**”).
2. In connection with our consideration of the Transaction, we agree to treat with confidentiality all non-public, confidential and proprietary oral and written information including, without limitation, financial information (the “Evaluation Material”) that we may receive from you pursuant to this agreement. We also agree that prior to giving access to the Evaluation Material to any of our affiliates, our affiliates’ employees, officers, directors, members, partners, agents, capital and other funding sources, advisors (including without limitation, attorneys, accountants, consultants and financial advisors) or clients we will inform them that they are bound by the confidentiality terms set forth in this agreement.
3. The term Evaluation Material shall not include information which (i) is or becomes generally available to the public other than through disclosure by us in violation of this agreement, (ii) was in our or our Representatives possession prior to the time you disclosed such information to us pursuant to this agreement, (iii) is or becomes available to us from a source other than you, or (iv) is independently disclosed in any other manner to which the Company consents.
4. We agree to return to the Company or destroy, upon the written request of the Company, any Evaluation Material in written form, except for that portion of the Evaluation Material that consists of notes, memoranda, copies, excerpts, analyses, studies or other writings or recordings prepared by us which shall be destroyed (for the avoidance of doubt, all Evaluation Material returned or destroyed to the extent technically achievable and not contrary to law) by us promptly following your written request.

5. Although we understand that the Company has endeavored to include in the Evaluation Material all material which the Company believes to be relevant for the purpose of our investigation, we further understand that the Company makes no representation or warranty, express or implied, as to the accuracy or completeness of the Evaluation Material. We agree that the Company shall not have any liability to us resulting from the use of the Evaluation Material by us. Only those representations and warranties that may be made to us in a definitive written agreement for a possible Transaction, if executed and subject to such limitations and restrictions as may be specified therein, shall have any legal effect.
6. Each party to this agreement agrees that in the event of litigation relating to this agreement, if there is a final determination of a breach of this agreement (and all appeals therefrom) by a court of competent jurisdiction, the breaching party shall comply with any resulting order of such court and shall be liable and pay to the non-breaching party the reasonable legal fees that the non-breaching party incurred in connection with such litigation.
7. If we are requested to disclose any Evaluation Material in connection with any legal, regulatory or administrative process, proceedings or investigation, then, to the extent practicable and permitted by law and regulations, we will notify you of the request so that you may seek a protective order or other remedy or waive our compliance with this agreement, provided that we may disclose Evaluation Material without liability to you to the extent we are advised by our counsel that such disclosure is required under applicable law or regulation. Notwithstanding the above, notice to you shall not be required where prohibited by law or where disclosure is in connection with a routine audit or examination by, or a blanket document request from, a regulatory or governmental entity that does not reference the Company or this agreement.
8. Each of us and the Company agrees that neither it nor its respective Representatives will make any disclosure that we and the Company are having or have had discussions concerning a possible Transaction, that we have received Evaluation Material, or that we are considering a possible Transaction; provided that we or the Company may make such disclosure if it is advised by its counsel that such disclosure must be made by it in order that it not commit a violation of applicable law and regulation, and, prior to such disclosure it, to the extent permitted by law and regulations provides notice to the other reasonably practicable under the circumstances, and shall consult with the other and its counsel concerning the information which it proposes to disclose.
9. This agreement shall be governed by the laws of Canada, and may be amended or waived only by a written instrument signed by each of us and the Company. This agreement and the obligations of the parties hereunder shall terminate and be of no further force and effect from and after the third anniversary of the date hereof.

10. The parties agree that any dispute arising under or in connection with this agreement shall be submitted to arbitration in the City of Toronto, Ontario.
11. This agreement contains the entire agreement between the parties with respect to the subject matter hereof and may be amended, modified or waived only by a separate written instrument duly executed by the parties to this agreement. This agreement may be executed in counterparts all of which together shall constitute one and the same original.

Yours truly,

This \_\_ day of \_\_\_\_\_, 2012

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By:

Title: