

## **CONFIDENTIALITY AGREEMENT**

**TO: St-Mats (the “Vendor”) &  
PRIMECORP COMMERCIAL REALTY INC., BROKERAGE (the “Advisor”)**

**RE: Retirement Residence, Province of Ontario (the “Property”)**

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The undersigned hereby acknowledges that it will be given access to certain information about the Property in a Confidential Investment Memorandum (the “CIM”) and that the CIM is being made available upon and subject to the terms hereof.

For good and valuable consideration, (including but not limited to access to the CIM) the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby acknowledges and agrees that the CIM and any other information furnished to the undersigned, whether before or after the date hereof, related to the acquisition of the Property and/or your security rights therein is never to be used for any other purposes, nor is it to be made available or any information contained therein disclosed, to any other persons, without the express prior written consent of the Vendor. Provided, however, that any such information may be disclosed to such of the officers, directors, employees and representatives and designated investors or proposed lenders of the undersigned who need to know such information for the purpose of evaluating the acquisition of the Property. (It being agreed that such persons shall be informed by the undersigned of the confidential nature of such information and shall be directed by the undersigned to treat such information confidentially and that, by receiving such information, they are agreeing to be bound by this Agreement). The undersigned agrees to be responsible for any breach of this Agreement by the undersigned or any of its officers, directors, employees, representatives, designated investors and proposed lenders.

If for any reason, the acquisition of the Property does not proceed, or upon request of the Vendor, the CIM applicable to the Property will be immediately returned to the Vendor together with all copies thereof, if expressly permitted, and any summaries or notes, if any, made in connection with such Material.

The CIM, which is subject to this Agreement does not include information which has or becomes generally available to the public, other than as a result of disclosure contrary to the terms of this Agreement.

The undersigned further acknowledges that the summaries of any legal documents contained in the CIM are not intended to be comprehensive statements of the terms of such documents.

The undersigned further acknowledges and agrees that no warranty or representation is made by the Vendor or Advisor, or any of their affiliates, subsidiaries, advisors or agents, as to the accuracy or completeness of any information or summaries contained in the CIM and that the CIM is subject to change and that the undersigned is solely responsible for satisfying itself with respect to the CIM and the contents and status thereof without reliance of any kind upon the Vendor or Advisor.

The undersigned also agrees to indemnify and hold harmless the Vendor and Advisor from any responsibility or legal action that may arise, in any nature whatsoever, as a result of the use and/or receipt of the CIM by the undersigned and/or its officers, directors, employees, representatives and designated investors.

DATED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

**By:**

\_\_\_\_\_  
(Signature)

**Name:**

**Company:**

**Title:**

**Address:**

**City:**

**Province / State:**

**Postal Code / Zip:**

**Phone:**

**Email:**