



BDO Canada Limited

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VIA EMAIL

To: _____

Email: _____

Date: _____

Dear Sir or Madam:

**Re: 101 Water Street Yarmouth Investments Incorporated
Confidentiality Agreement**

You have advised us that you are interested in acquiring the assets of 101 Water Street Yarmouth Investments Incorporated (the “Company”) under our control and used in connection with its operations in Yarmouth, Nova Scotia. In connection with your interest in such an acquisition (hereinafter referred to as the “Transaction”), and for no other purpose, you have requested that we or our representatives furnish you or your representatives with certain information relating to the Company.

All such information (whether written, recorded digitally or electronically or communicated orally) furnished by us or our directors, officers, employees, affiliates, representatives (including, without limitation, attorneys) or agents (collectively “our Representatives”) or by directors, former directors, officers or former officers, or employees or former employees or agents (including attorneys) or former agents of the Company (collectively the “Company’s Representatives”) to you or your directors, officers, employees, affiliates, representatives (including, without limitation, financial advisors, attorneys and accountants) or agents or your potential sources of financing for the Transaction (collectively, “your Representatives”) and all analyses, compilations, forecasts, studies or other documents prepared by you or your Representatives in connection with your or their review of, or your interest in, the Transaction which contain or reflect any such information is hereinafter referred to as the “Information”. The term Information will not, however, include information which:

- (i) is or becomes publicly available other than as a result of a disclosure by you, the Company’s Representatives or your Representative;

- (ii) is or becomes available to you on a non-confidential basis from a source (other than us, the Company's Representatives or our Representatives) which, to the best of your knowledge, is not prohibited from disclosing such information to you by a legal, contractual or fiduciary obligation to us or to the Company;
- (iii) furnished to you by a person other than our Representatives or the Company's Representatives prior to the date hereof;
- (iv) corresponds in substance to information which you can document was developed independently by your employees prior to the date of this agreement from sources other than our Representatives or the Company's Representatives; or
- (v) you can demonstrate was lawfully in your possession from sources other than our Representatives or the Company's Representatives prior to disclosure by us to you.

Accordingly, you hereby agree that:

1. You and your Representatives:

- (i) will keep the information confidential and will not (except as required by applicable law, regulation or legal process, and only after compliance with paragraph 2 below), without our prior written consent, disclose any Information in any matter whatsoever; and
- (ii) will not use (except as provided in this paragraph 1) any Information other than in connection with the Transaction or alternatively, other than the exclusive purposes of:
 - a) evaluating the possibility of making an offer;
 - b) conducting negotiations in connection with an offer; or
 - c) preparing agreements in consequence of having made an offer, you will not use the Information for purposes which are competitive to the business of the Company, provided, however, that you may reveal information to your Representatives:
 - who need to know the Information for the purpose of evaluating the Transaction; and
 - who are informed by you of the confidential nature of the Information.

You will cause your representatives to observe the terms of this letter agreement and you will be responsible for any breach of this letter agreement by any of your Representatives.

2. In the event that you or any of your Representatives are requested pursuant to, or required by, applicable law, regulation or legal process to disclose any of the Information, you will notify us promptly so that we may seek a protective order or other appropriate remedy or, in our sole discretion, waive compliance with the terms of this letter agreement. In the

event that no such protective order or other remedy is obtained, or that we waive compliance with the terms of this letter agreement, you will furnish only that portion of the Information which you are advised by counsel is legally required and will exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be accorded the Information.

3. If you determine not to proceed with the Transaction, you will promptly give us written notice of that decision (the date on which notice is given hereinafter referred to as the "Termination Date") and, in that case, and at any time upon our request or any of our Representatives, you will either:
 - (i) promptly destroy all copies of the written and electronically or digitally recorded Information in your or your Representatives' possession and confirm such destruction to us in writing; or
 - (ii) promptly deliver to us at your own expense all copies of the written and electronically or digitally recorded Information in your or your Representatives' possession.

All of your obligations under this agreement shall cease on the later date of the compliance with this paragraph and May 31, 2011.

4. You acknowledge that neither we, nor our other Representatives, nor any of our or their respective officers, directors, employees, agents, or other insiders within the meaning of the Nova Scotia Securities Act makes any express or implied representation or warranty as to the accuracy or completeness of the Information, and you agree that no such person will have any liability relating to the Information or for any errors therein or omissions therefrom. You further agree that you are not entitled to rely on the accuracy or completeness of the Information and that you will be entitled to rely solely on such representations and warranties as may be included in any definitive agreement with respect to the Transaction, subject to such limitations and restrictions as may be contained therein.
5. You acknowledge and agree that:
 - (i) we are free to conduct the process leading up to a possible Transaction as we, in our sole discretion, determine (including, without limitation, by negotiation with any prospective buyer and entering into a preliminary or definitive agreement without prior notice to you or any other person);
 - (ii) we reserve the right, in our sole discretion, to change the procedures relating to our consideration of the Transaction at any time without prior notice to you or any other person, to reject any and all proposals made by you or any of your Representatives with regard to the Transaction, and to terminate discussions and negotiations with you at any time and for any reason; and

- (iii) unless and until a written definitive agreement concerning the Transaction, whether by virtue of this letter agreement, any other written or oral expression with respect to the Transaction or otherwise is executed.
6. You acknowledge that remedies at law may be inadequate to protect us against any actual or threatened breach of this letter agreement by you or by your Representatives, and, without prejudice to any other rights and remedies otherwise available to us, you agree to the granting of injunctive relief in our favor without proof of actual damages. In the event of litigation relating to this letter agreement, if a court of competent jurisdiction determines in a final, non-appealable order that this letter agreement has been breached by you or by your Representatives, then you will reimburse us for the costs and expenses (including, without limitation, legal fees and expenses on a solicitor and client basis) incurred in connection with all such litigation.
 7. You agree that no failure or delay by us in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.
 8. This letter agreement will be governed by and construed in accordance with the laws of Nova Scotia and the laws of Canada applicable therein. Each of us irrevocably attorns to the non-exclusive jurisdiction of the courts of the Province of Nova Scotia.
 9. All communications between us and you shall be in writing and shall be forwarded by telecopier with confirmation by mail and addressed to the signatory on our behalf and you respectively.
 10. This letter agreement contains the entire agreement between you and us concerning the confidentiality of the Information, and no modifications of this letter agreement or waiver of the terms and conditions hereof will be binding upon you or us, unless approved in writing by each of you and us.

Yours very truly

BDO CANADA LIMITED
Court-Appointed Receiver for
101 Water Street Yarmouth Investments Incorporated

A handwritten signature in black ink, appearing to read "Paul G. Goodman", written in a cursive style.

Paul G. Goodman, FCA, FCIRP, FIIC
Senior Vice-President

On behalf of _____, a prospective purchaser, I and our Representatives hereby acknowledge and agree to abide by all of the terms and conditions of this Confidentiality Agreement.

Name

Date

Title

Company