

DEVELOPMENT SITE - UXBRIDGE, ONTARIO JOINT DEVELOPMENT OPPORTUNITY (OR ALTERNATIVE)

December 2011

AGE-IN-PLACE RETIREMENT COMMUNITY



- SITE:** 4.05 acres. Close to all amenities. Servicing and Zoning Agreements to be in-place.
- WHERE:** **2 Douglas Road, Uxbridge, Ontario** (40 minutes north-east of Toronto). Uxbridge is a vibrant, dynamic community, and the 3rd largest geographical area in the Durham Region.
- WHAT:** A totally integrated Age-in-place seniors' community comprised of a 6 storey Retirement Residence (145 +/- units), and a 6 storey Seniors' apartment complex (80 +/- units).
- OPPORTUNITY:** To partner in this exciting development project. Interested parties are encourage to propose a partnership structure compatible with their investment requirements.
- CONTACT:** To receive a copy of the Confidential Information Memorandum ("CIM"), and obtain instructions for accessing our on-line data room please contact:

Barclay Commercial Corporation, Brokerage (613)739-3989

Randy Stevenson ext. 222 or randy@barclaycommercial.com

Allan Jackson ext. 225 or allanj@barclaycommercial.com

General Provisions

While the information contained herein is believed to be accurate and reliable as at the date of preparation of the document, neither Forrest Group Acquisitions Ltd., nor any of its affiliates, agents, advisors, directors, officers, employees or shareholders, make any representations or warranties, express or implied, as to the accuracy or completeness of such information. This includes any other written or oral communication by Forrest Group Acquisitions Ltd., Barclay Commercial Corporation, Brokerage or any of their respective shareholders and employees, or any other of Forrest Group Acquisitions Ltd.'s advisors or agents, and each of such parties expressly disclaims any and all liability that may be based on such information or communication error therein or omissions there from. Only those representations and warranties contained in a definitive purchase agreement shall have any legal effect.

Directions

To receive a copy of the Confidential Information Memorandum any Prospective Proponent 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/her Prospective Proponent has executed the CONFIDENTIALITY AGREEMENT.

By signing the CONFIDENTIALITY AGREEMENT, the Co-Operating Brokerage recognizes that his/her commission/fee will be paid by his/her Prospective Proponent.

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

Upon Barclay Commercial Corporation, Brokerage receiving the executed CONFIDENTIALITY AGREEMENT, a PDF copy of the Confidential Information Memorandum will be provided to the Prospective Proponent, 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 available through regular mail upon request.

Barclay Commercial Corporation, Brokerage is an advocate of a Green Environment, and supports the limited use of paper for marketing purposes where possible.

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

**RE: 2 DOUGLAS ROAD,
UXBRIDGE, ONTARIO (the “Property”)**

AMONG:

BARCLAY COMMERCIAL CORPORATION, BROKERAGE
 (“BCC”)

- and -

FORREST GROUP ACQUISITIONS LTD.
 (“FORREST”)

- and -

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

Whereas:

Barclay Commercial Corporation, Brokerage (BCC), as advisor to FORREST, is in possession of certain Confidential Information (as hereinafter defined) provided to them by FORREST. The Prospective Proponent desires to review the Confidential Information for the purpose of assessing and discussing the potential for entering into an agreement to acquire an ownership interest in FORREST’s ownership interest in the Property.

Therefore:

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

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

“**Business**” means the retirement home business as proposed by FORREST, 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 Proponent, 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 Proponent, 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 Proponent’s employees, officers and directors, and those of the Prospective Proponent’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 FORREST 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 FORREST. If the Prospective Proponent and FORREST do not enter into an Agreement, 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 Proponent and, in case of a corporate prospective Proponent, 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 FORREST 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 Proponent 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 and Inspections.** The Prospective Proponent shall be allowed to view the site at its discretion. All questions related to the Business, and development of the Property shall be directed to FORREST, and under no circumstance shall the Prospective Proponent discuss the development of the Property with any Government body having jurisdiction, without the express written consent of FORREST, which consent shall not be unreasonably withheld.
 5. The Prospective Proponent acknowledges and understands that neither BCC nor FORREST 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 Proponent acknowledges that notwithstanding the execution of this agreement, FORREST maintains the sole and absolute discretion to determine what, if any, of the confidential information will be released to the Prospective Proponent.
 7. The Prospective Proponent 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 Proponent, to the extent more than one, are joint and several.
 9. The covenants contained herein shall ensure to the benefit of FORREST, BCC, their respective heirs, personal representatives, estate trustees, successors and assigns, as the case may be, and shall be binding upon the Prospective Proponent, 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 Proponent agrees that in the event of any violation of the provisions hereof; FORREST, 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 Proponent has executed this Agreement on the ____ day of _____, 2011.

SIGNED, SEALED AND DELIVERED
In the presence of

Witness:
 Name:

PROSPECTIVE PROPONENT:
(Compulsory Information)

Per: _____
 Signatory Name:
 Company Name:
 Position:
 Address: _____ City: _____ Province: _____ Postal Code: _____
 Phone: _____
 Fax: _____
 Email: _____