

CONFIDENTIALITY AGREEMENT

PRICEWATERHOUSECOOPERS INC.

1250 René-Lévesque Blvd. West
Suite 2800
Montréal, Quebec
H3B 2G4

To the attention of: Mr. Frédéric Bouchard / Mr. Bernard Cormier

We refer you to our discussions (hereinafter referred to as the "Discussions") pertaining to the possibility of a future acquisition of all or part of Jager Building Systems Inc. and/or Temlam Inc.'s assets (hereinafter referred to as the "Proposed acquisition") by the undersigned (hereinafter referred to as the "Acquiror"). For the purpose of this undertaking, Jager Building Systems Inc. and Temlam Inc. as well as their representatives and advisors are collectively referred to as the "Company".

For the purposes of the Discussions, the representatives of the Acquiror and of the Company met and will meet from time to time and, in the course of these Discussions, the Company has and may disclose or enable disclosure to the Acquiror, whether by oral, computerized or any other form of disclosure, some of its confidential information to enable the Acquiror to prepare the analysis and evaluations which may be judged useful and to decide whether or not to proceed with the Proposed acquisition. The confidential information already disclosed or susceptible to be disclosed in the future to the Acquiror in the course of the Discussions is hereinafter referred to as the "File of information".

The File of information may embody or contain financial statements or any other financial data, business or technical information, methods, operational processes, financial secrets, information gathered while visiting the Company's operations or studying its production or marketing methods, information regarding its employees, its clients or its suppliers, as well as any other information oral or written disclosed by the Company which is not available whether by public or private source external to the Company.

Excluded from the File of information is information already known to the Acquiror prior to the beginning of the Discussions, information which becomes part of the public domain otherwise than by breach of these presents by the Acquiror or its representatives and the information which becomes known to the Acquiror from a source not bound by secrecy agreement or the information which is independently discovered by the Acquiror without use of the File of information.

It is essential that the Acquiror as well as the Company immediately mutually agree upon the terms and conditions and other provisions governing the holding of the Discussions and the disclosure and use of the File of information. The object of these presents is to determine these terms, conditions and other provisions:

1. The Acquiror hereby agrees that the confidentiality of the File of information will be maintained by the Acquiror at all times and to do so undertakes that neither the Acquiror nor its directors, officers, agents, employees, consultants, financial advisors, associates, legal counsel and other representatives (hereinafter collectively referred to as the "Members of the Investor-group") use or disclose the File of information or any part of it or permit its use or its disclosure, whether directly or indirectly, for their own benefit or for the benefit of a third party or to the detriment of the Company, except by way which is expressly permitted by virtue of these presents.

2. The Acquiror may permit that the File of information be disclosed to those of the Members of the Investor-group who must have access to it in order to evaluate the Proposed acquisition provided nonetheless that the latter be formally made aware of its confidential nature and maintain its confidentiality.
3. The Acquiror and the Members of the Investor-group may not use the File of information or any part of it for any other purpose than to evaluate and/or finance the Proposed acquisition.
4. The Acquiror and the Members of the Investor-group may not disclose or permit to be disclosed any information of whatever nature pertaining to the holding of the Discussions or the disclosure of the File of information without the prior consent of the Company.
5. If the Acquiror and the Members of the Investor-group receive a subpoena, a requisition or any procedure, judicial or other, aimed at obtaining an order of partial or total disclosure of the contents of the Discussions or of the File of information, the Acquiror undertakes to timely advise the Company of such in writing in order to enable the latter to take the appropriate measures to maintain the confidentiality of the Discussions and of the File of information. In such a case, the Acquiror undertakes that the Discussions or the information contained in the File of information be disclosed as such only if its legal counsel provides a written opinion without reserve to the effect that the disclosure is required by law, subject to judicial sanctions.
6. The Acquiror recognizes that the Company makes no representation or warranty, express or implied, as to the accuracy of the information contained in the File of information of the Acquiror or as to the use of the File of information by the Acquiror.
7. Upon receipt of a written request from the Company to that effect, the Acquiror and Members of the Investor-group must return to the Company without any delay all the documents, computerized or in any other form, provided by the Company, together with any copies, transcripts or reproductions thereof. Any other File of information documents will be destroyed.
8. Save and except with the prior written consent of the Company to that effect, none of the Members of the Investor-group or the Acquiror may, outside the normal course of business, whether directly or indirectly, for their benefit or for the benefit of a third party, for a period of twelve (12) months from the date hereof use the File of information to:
 - 8.1. Offer to the Company's clients goods or services comparable to the ones offered by the Company;
 - 8.2. Hire or attempt to hire employees of the Company or encourage or solicit them to quit their employ with the Company (the foregoing shall not apply to general solicitation of employment opportunities); or
 - 8.3. Entice or attempt to entice the Company's clients, suppliers or other partners to cease, partially or totally, to do business with the Company.
9. The Acquiror and Members of the Investor-group recognize that damages may be insufficient to remedy a default on its part to respect its undertakings by virtue of these presents, therefore, the Company shall have the right to recourse to a court of competent jurisdiction to obtain an injunction to enforce the provisions of these presents, without prejudice to any and all other rights and recourses that the Company may have in the circumstances including a claim for damages.

10. No waiver by the Company of its rights and recourses under the terms of these presents shall be valid unless such waiver is put in writing and signed by one of its representatives duly authorized for that purpose.
11. This agreement shall be interpreted and enforced in accordance with the laws of Canada and the province of Québec.
12. By signing this agreement, the undersigned certifies that he is duly authorized to do so for and on behalf of the Acquiror and to obligate the Acquiror in accordance with the terms of these presents.
13. The parties acknowledge that they have requested and consented that this agreement and all documents, notices, correspondence and legal proceedings consequent upon, and ancillary or relating directly or indirectly hereto, forming part hereof or resulting herefrom be drawn up in English.

Les parties reconnaissent avoir exigé que soit rédigé en langue anglaise la présente convention de même que tous les documents, avis, correspondances et procédures judiciaires qui y sont afférents ou qui en découlent.
14. This agreement shall be for a term of twenty-four (24) months from the date hereof.

Signature

Date

Print name:

Title:

Company: