

RSM Richter Inc.

Private & Confidential

April 24, 2012

Via Email

First Name, Last Name

Function

Company Name

Address

Email

RSM Richter Inc.

2, Place Alexis Nihon
Montréal (Québec) H3Z 3C2
Téléphone / Telephone : 514.934.3497
Télécopieur / Facsimile: 514.934.3504
www.rsmrichter.com

Ligne directe / Direct dial : 514.934.8621
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**Re: Boutique Le Pentagone Inc.
Our File No. 0342524-005
Confidentiality Undertaking Letter
(hereinafter the "Confidentiality Undertaking")**

Dear Sirs, Madam,

On April 10, 2012, the Québec Superior Court rendered an initial order under the *Companies' Creditors Arrangement Act* in respect of Boutique Le Pentagone Inc. (the "Company"), appointing RSM Richter Inc. as Monitor. In this capacity, RSM Richter Inc. has been asked to provide assistance to the Company in its search for parties interested in investing in its business. In order that you may determine your interest in such an investment transaction (hereinafter referred to as the "Project"), you will be given access to Confidential Information, as hereinafter defined.

Whereas:

- _____(hereinafter referred as the "Interested Party") acknowledges that Confidential Information relating to the Company will be transmitted to it within the context of the Project.

- The Company wishes to maintain the confidential nature of all information pertaining directly or indirectly to the Company or the Project, including the Confidential Information.

Accordingly, the Interested Party agrees as follows:

1. The term "Confidential Information" shall mean any and all information and material (except as provided below in this paragraph) whether verbal, written or in any other form relating to the Company, its business activities or the Project, and provided or otherwise disclosed to the Interested Party by the Company, RSM Richter Inc. or to which the Interested Party will have access to, including, without limitation, all business and financial information, contractual relationships, processes, technical information, know-how, trade secrets or any other material relating to any products, projects or processes of the Company. Despite the foregoing, Confidential Information shall exclude such portions of the information which:
 - a) is or becomes generally known by or available to the public (other than as a result of a breach of this Confidentiality Undertaking);
 - b) was known by the Interested Party before the Interested Party learned it through RSM Richter Inc. or the Company, as evidenced by written documentation to that effect;
 - c) is revealed to the Interested Party by a party other than the Company or RSM Richter Inc., who does so without violating any contractual or legal obligation;
 - d) is approved for release by the Company and RSM Richter Inc. pursuant to Section 3a) hereof; or
 - e) has been disclosed (and becomes publicly available) pursuant to a requirement of a government or regulatory agency or of a law through no voluntary action or inaction of the Interested Party.
2. The Confidential Information is confidential and proprietary to the Company and may not be used, transmitted, displayed, copied or disclosed to any individual, corporation, general or limited partnership, limited liability company, joint venture, estate, trust, association or any other entity or governmental body (collectively, "Person"), directly or indirectly, except as expressly permitted by this Confidentiality Undertaking.
3. The Interested Party undertakes to:
 - a) Keep the Confidential Information strictly confidential. Thus, unless it obtains the written consent of a duly authorized representative of the Company (which may only be requested through RSM Richter Inc.) and of RSM Richter Inc., neither the Interested Party nor any of its Representatives (as hereinafter defined) shall disclose or reveal, in any manner whatsoever, the Confidential Information, in whole or in part, to any Person except as provided in Section 3c) hereof;
 - b) Not to use Confidential Information except for the purposes of the Project;
 - c) Not to disclose or reveal in any manner whatsoever the Confidential Information, in whole or in part, or authorize anyone to disclose it, to any Person other than the Interested Party's directors, officers, employees, agents, advisors, representatives or consultants (collectively, the "Representatives") who (i) are participating in the Project, (ii) require access to the Confidential Information for the purpose of assisting the Interested Party in the Project, and (iii) have been advised of the confidential character of the Confidential Information and the terms of this Confidentiality Undertaking and have expressly

agreed in

advance to be bound by the provisions of this Confidentiality Undertaking;

- d) Use commercially reasonable precautions to prevent any Person from gaining access to, using or reproducing the Confidential Information in a manner not permitted by this Confidentiality Undertaking, including, without limitation, keeping all Confidential Information in safekeeping when not in use;
 - e) Refer any and all questions related to Confidential Information to RSM Richter Inc. and refrain from entering into direct contact with any senior executive, director, representative, employee, customer, supplier or distributor of the Company or any company related thereto, unless it obtains the written consent of RSM Richter Inc. in advance;
 - f) Not to solicit, directly or indirectly, nor retain the services of any director, officer or employee of the Company or any related company for a period of six (6) months following the end of the discussions related to the Project, unless it obtains the prior written authorization of the Company (which may only be requested through RSM Richter Inc.) and of RSM Richter Inc..
4. The Interested Party shall not use any Confidential Information for any purpose other than to evaluate and analyze the Project, and in no event shall the Interested Party or any of its Representatives use any Confidential Information to compete, directly or indirectly, with the Company.
 5. If the Interested Party is required or becomes compelled, pursuant to any law or regulation or order of any court or regulatory organization of competent jurisdiction having jurisdiction over the Interested Party or its Representatives to disclose any Confidential Information, the Interested Party shall promptly (in any event prior to complying with any such requirement) notify RSM Richter Inc. and the Company in writing of the same and shall cooperate fully with them or either of them in taking legally available steps to resist or limit the disclosure and to seek and obtain a protective order or other appropriate remedy. In any event, the Interested Party and its Representatives shall only furnish that part of the Confidential Information which it is legally required to disclose, based upon the advice of its counsel, and only after asserting, to the extent that it is able in the circumstances, the confidential and proprietary nature of such information.
 6. The Interested Party, forthwith upon receiving a written request from either RSM Richter Inc. or the Company, shall return all the written Confidential Information in all forms it would have received, including any copies. Any analyses, studies or other documents prepared by the Interested Party, based in whole or in part on the Confidential Information, shall be destroyed by the Interested Party upon receiving a written request from either RSM Richter Inc. or the Company. A written certificate attesting the return of all written Confidential Information and the destruction of the analyses, studies or other documents prepared by the Interested Party, based in whole or in part on the Confidential Information shall be transmitted to the Company and to RSM Richter Inc. promptly following such return or destruction, as the case may be, by a senior officer of the Interested Party who will have supervised the return or destruction or deletion of the documents or data in question.
 7. All Confidential Information shall remain the property of the Company, and nothing in this Confidentiality Undertaking shall restrict the Company from using, disclosing or disseminating Confidential Information in any way. The Interested Party recognizes and agrees that nothing contained in this Confidentiality Undertaking shall be construed as a grant of any property rights, by license or otherwise, to any Confidential Information, or to any invention or any patent right that has been issued or that may be issued, based on the Confidential Information.

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8. The Interested Party acknowledges and agrees that, in the event of any breach of this Confidentiality Undertaking, the Company will be irreparably and immediately harmed and may not be made whole by monetary damages alone. Accordingly, it is agreed that, in addition to any other remedy to which it may be entitled at law or in equity, the Company (or RSM Richter Inc. on behalf of the Company) may be entitled to an injunction or injunctions (without the posting of any bond and without proof of actual damages) to prevent breaches or threatened breaches of this Confidentiality Undertaking. The Interested Party also agrees that any effort by the Company or RSM Richter Inc. to obtain equitable relief shall not be deemed an exclusive election of remedies and that the Company or RSM Richter Inc., as the case may be, shall be entitled to seek all other remedies available at law or in equity. In any action by the Company or RSM Richter Inc. to enforce the terms of this Confidentiality Undertaking, whether in law or in equity, the Interested Party agrees to reimburse the Company and/or RSM Richter Inc., as the case may be, for all costs and expenses, including all attorney fees, incurred.
9. Neither the Company nor RSM Richter Inc. makes any representation and gives no guarantee or warranty as to the accuracy, reliability or completeness of Confidential Information transmitted to the Interested Party. The Interested Party acknowledges and agrees that it shall have no cause of action whatsoever against RSM Richter Inc. or the Company or their respective directors, officers, employees, agents, advisors, representatives of consultants if the Confidential Information is, or is alleged to be, in any way incomplete, inaccurate or otherwise defective.
10. The Interested Party acknowledges and agrees that it is responsible and shall be held liable for the default of any of its Representatives to comply with any provision of this Confidentiality Undertaking.
11. The Interested Party's obligations with respect to Confidential Information under this Confidentiality Undertaking shall be in addition to any other obligations of the Interested Party with respect to Confidential Information under any other agreements, previously or hereafter entered into by the Interested Party and the Company.
12. No provision of this Confidentiality Undertaking may be modified, except by written instrument duly signed and acknowledged by an officer of the Company and of RSM Richter Inc.
13. If any clause of this Confidentiality Undertaking is nullified or ruled to be inoperative by a competent court, the other clauses of this Confidentiality Undertaking shall nonetheless remain in force.
14. This Confidentiality Undertaking shall be effective as of the first date above written. All obligations of the Interested Party with respect to the use and protection of Confidential Information shall survive three years from the date hereof.
15. This Confidentiality Undertaking shall be governed and interpreted by the laws in force in the Province of Québec, Canada, without regard to conflict of law rules.
16. This Confidentiality Undertaking is for the benefit of the Company, its successors, representatives and assigns. It shall not be assigned or transferred by the Interested Party in whole or in part without the prior consent of the Company.

17. Any questions or requests pertaining to this Confidentiality Undertaking should be addressed to either Stéphane De Broux (514.934.8621) or Michael Derai (514.934.3508). .../5

We would ask that you sign and return this Confidentiality Undertaking to the undersigned by fax at 514.934.3508, so that we may provide you with Confidential Information relating to the Company.

Yours very truly,

RSM Richter Inc.

(Signed: Stéphane De Broux)

Stéphane De Broux, CA, CIRP

We accept the terms of this Confidentiality Undertaking.

(Interested Party)

Per : _____

Title: _____

Email: _____

Accepted, this _____ day of April, 2012.