

CONFIDENTIALITY AGREEMENT

DUNSIRE (LANDSDOWN) INC.

BETWEEN:

RSM Canada Limited

Solely in its capacity as the Court-Appointed Receiver of all assets, undertakings and properties of Dunsire (Landsdown) Inc. (the "**Debtor**") and without personal or corporate liability

(hereinafter, the "**Receiver**")

- and -

(hereinafter, the "**Recipient**")

WHEREAS:

- A. Pursuant to an Order of the Ontario Superior Court of Justice (the "**Court**") dated December 6, 2017, (the "**Appointment Order**") RSM Canada Limited was appointed as receiver of all of the assets, undertakings and properties of the Debtor acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof and including the real property legally described in Schedule "A" to the Appointment Order (the "**Property**").
- B. The Property is being offered for sale by the Receiver pursuant to a Request for Offers (the "**RFO**").
- C. The Recipient has expressed an interest in acquiring (the "**Potential Transaction**") the Property.
- D. The Receiver intends to provide certain confidential information pertaining to the Debtor and the Property to the Recipient for its review and consideration in connection with the Potential Transaction.

FOR GOOD AND VALUABLE consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

- 1. The Receiver shall furnish to the Recipient certain information pertaining to the Debtor and the Property that is either non-public, confidential or proprietary in nature, including, but not limited to, property, financial and operating information and an information memorandum. All such information furnished to the Recipient, its directors, officers, employees, agents or representatives, including, without limitation, its lawyers, accountants, consultants or financial advisers (collectively "**Representatives**") by the Receiver, and all analyses, compilations, data, studies, derivative works or other documents prepared by the Recipient or its Representatives containing or based upon, in whole or in part, any such furnished information is herein referred to as the "**Information**". Information

includes, but is not limited to, information about identifiable individuals ("**Personal Information**").

2. The Information will be kept confidential by the Recipient and its Representatives and will not, without the prior written consent of the Receiver, be disclosed by the Recipient or its Representatives, in any manner whatsoever, in whole or in part, and will not be used by the Recipient or its Representatives, directly or indirectly, for any purpose other than in connection with the Potential Transaction and not in any way that is, directly or indirectly, detrimental to the interests of the Receiver or the Debtor.
3. The Recipient acknowledges that the Receiver does not make any express or implied representation or warranty as to the accuracy, sufficiency or completeness of the Information and agrees that the Receiver shall not have any liability, direct or indirect, to the Recipient or its Representatives relating to or resulting from the Information or the use by the Recipient or its Representatives thereof, errors therein, or omissions therefrom, except in accordance with any specific representation or warranty made in any definitive agreement entered into in respect of the Potential Transaction.
4. The Recipient agrees to furnish the Information only to those Representatives who need to know the Information for the purpose of evaluating the Potential Transaction and who are informed by the Recipient of the confidential nature of the Information and who agree in writing to be bound by the terms of this Agreement. The Recipient further agrees to be responsible for any breach of this Agreement by any of its Representatives. The Recipient will make all reasonable, necessary and appropriate efforts to safeguard the Information from disclosure to anyone other than as permitted hereby.
5. Without the prior written consent of the Receiver, the Recipient will not, and will direct its Representatives not to, disclose to any other person that the Information has been made available, that this Agreement has been entered into, that discussions or negotiations are taking place concerning the Potential Transaction, or any of the terms, conditions or other facts with respect to the Potential Transaction, unless and only to the extent that in the opinion of its counsel disclosure is required to be made under applicable laws or regulations or as required by any competent governmental, judicial or other authority, provided that the Recipient will advise the Receiver so the Receiver may seek a protective order or other appropriate remedy and, where reasonably practical, consult with the Receiver prior to such disclosure concerning the Information the Recipient proposes to disclose. The Recipient shall co-operate with the Receiver on a reasonable basis to obtain such protective order or other appropriate remedy.
6. The Recipient shall keep a record of each location of the Information and its Representatives to whom the Information is provided. If the Recipient determines not to enter into an offer to purchase the Property (or if an offer to purchase the Property is not concluded), the Recipient shall promptly (a) notify the Receiver of that decision, and (b) destroy all physical and electronic copies of the Information and all notes prepared by the Recipient or any of its Representatives, including electronic back-ups of the foregoing in a manner that ensures that such data may not be retrieved or undeleted. Without limiting the generality of the foregoing, the Recipient shall not retain for any longer than necessary, and shall destroy or make anonymous, any records pertaining to Personal Information in accordance with applicable law.
7. The Recipient shall store the Personal Information properly and securely and ensure that

appropriate technical and organizational means are in place to protect the Personal Information against unauthorized or unlawful processing and against accidental loss, destruction or damage, including taking reasonable steps to ensure the reliability of any person permitted by the Recipient to have access to the Personal Information. The Recipient acknowledges that it and its Representatives are bound by all applicable privacy legislation with respect to any "personal information" (as such term is defined in the *Personal Information Protection and Electronic Documents Act*) disclosed under this Agreement.

8. Save and except with respect to Personal Information, this Agreement shall be inoperative as to such portions of the Information which: (a) are or become generally available to the public other than as a result of the disclosure by the Recipient or its Representatives; (b) become available to the Recipient from a source other than the Receiver or its Representatives, provided that such source, so far as the Recipient is aware, is not bound by a confidentiality agreement with the Receiver or its Representatives or otherwise prohibited from transmitting the Information to the Recipient by a contractual or legal obligation; or (c) were known to the Recipient prior to disclosure to the Recipient by the Receiver.
9. The Recipient's right to receive information hereunder may be terminated by the Receiver at any time upon written notice to the Recipient whereupon the Recipient shall destroy, without any cost to the Receiver, the Information and all notes and writings in respect thereof, which the Recipient or its Representatives may have in their possession at that time.
10. The Recipient hereby agrees to indemnify the Receiver and the Debtor (or either one of them) against any damages, liability or expense (including legal fees and disbursements) caused to them, or their respective agents and arising from any breach by the Recipient of its obligations under the terms of this Agreement.
11. The Recipient acknowledges that it has not been introduced to the Property through any registered real estate agent or intermediary and agrees to work directly through the Receiver with respect to any purchase of the Property.
12. The Recipient acknowledges that the Receiver is acting solely in its capacity as the Court-appointed receiver of all assets, undertakings and properties of the Debtor and without personal or corporate liability.
13. Neither the Recipient nor its Representatives will communicate directly with any of the Debtor's officers or employees of the Debtor in connection with a Potential Transaction or any other matter relating to the Information and will direct all communications regarding the Debtor to the Receiver.
14. No failure or delay by either party in exercising any right, power or privilege under this Agreement will operate as a waiver thereof, nor will any single or partial exercise preclude any other or further exercise of any right, power or privilege under this Agreement.
15. The Recipient acknowledges that disclosure of the Information or other breach of this Agreement would cause serious and irreparable damage and harm to the Debtor and that remedies at law would be inadequate to protect against breach of this Agreement, and each agrees in advance to the granting of injunctive relief in favour of the Receiver and/or the

Debtor for any breach of the provisions of this Agreement and to the specific enforcement of the terms of this Agreement, without proof of actual damages, in addition to any other remedy to which the Receiver and/or the Debtor would be entitled.

16. No amendment, supplement, modification or waiver or termination of this Agreement and, unless otherwise specified, no consent or approval by either party, shall be binding unless executed in writing by the party to be bound thereby.
17. The confidentiality and non-use obligations described in this Agreement shall terminate two (2) years from the date of this Agreement.
18. This Agreement shall not be assigned without the prior consent of both the Receiver and the Recipient.
19. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable to agreements made to be performed within such province.
20. This Agreement may be signed by original, facsimile or email PDF in one or more counterparts and upon execution in counterparts by each party to this Agreement; such counterparts together will constitute an original of this Agreement, and execution and delivery by facsimile or email PDF will be legally binding upon the parties.

[remainder of page intentionally left blank]

DATED at _____ this ____ day of _____ 2018.

RSM Canada Limited in its capacity as Court-Appointed Receiver of the Property (as defined herein) of Dunsire (Landsdown) Inc. and not in its personal capacity

Per: _____

Name:

Title:

[NAME OF RECIPIENT]

Per: _____

Name:

Title: