

January 26, 2023

RECIPIENT: _____

ADDRESS: _____

Attention: Michael Dellaire, michael.dellaire@ca.gt.com

Dear Sir / Madam:

RE: Confidentiality Obligations

As you are aware, pursuant to an Order (the “**Receivership Order**”) of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated December 21, 2022, Grant Thornton Limited was appointed as receiver (in such capacity, the “**Receiver**”) without security, of the Property (as defined in the Receivership Order) of Ratnas Porperty Investment Inc. and Ratnas Gas Inc. (collectively the “**Debtors**”).

_____ (the “**Recipient**”) has requested an opportunity to review certain information and documents relating to the Debtors including material, non-public information in contemplation of presenting to the Receiver an offer to purchase certain or all of the Property owned by the Debtors (the “**Purpose**”). This letter sets out the terms and conditions upon which the Receiver, on behalf of the Debtors, is willing to disclose or cause such information to be disclosed to the Recipient, on a confidential basis. For the purposes of clarity, the Receiver and the Debtors are collectively referred to hereinafter as the “**Provider**”.

“**Confidential Information**” means all information relating to the Debtors, furnished or otherwise made available by or on behalf of the Provider to the Recipient or any of its Representatives (as defined below), in connection with or as a result of the Purpose. The term “Confidential Information” includes any analyses, compilations, studies, reports, applications or other documents or materials prepared by the Recipient or for the Recipient’s use containing, incorporating or reflecting any Confidential Information. Notwithstanding the foregoing, “Confidential Information” does not include information that: (i) is already published or otherwise is or becomes readily available to the public, other than by a breach of this Agreement (but only after it becomes available to the public); (ii) is rightfully received by the Recipient from a third party not in breach of any obligation of confidentiality to the Provider under this Agreement; (iii) is known by the Recipient on a non-confidential basis prior to disclosure hereunder; (iv) is developed by the Recipient independent of any use or reference to the Confidential Information; or (v) the Provider agrees in writing to the Recipient may be disclosed notwithstanding that it was Confidential Information when originally provided.

The Provider will at its discretion provide such of the Confidential Information to the Recipient as is required for the Purpose. Nothing in this Agreement obligates the Provider to make any particular disclosure of Confidential Information or to provide any information or documents to any person.

The Recipient may permit access to the Confidential Information only to its agents, representatives (including lawyers), directors, officers and employees (the “**Representatives**”) who (i) require access to the Confidential Information for the Purpose, (ii) are informed by the Recipient of the confidential nature of the Confidential Information, (iii) are directed by the Recipient to hold the Confidential Information in the strictest confidence, and (iv) agree to act in accordance with the terms of this agreement. Any reference to the Recipient throughout this Agreement includes and extends to its Representatives.

The Recipient will keep the Confidential Information confidential and will not use any Confidential Information in any manner except as required for the Purpose. Except as otherwise specified herein, the Recipient will not directly or indirectly disclose, allow access to, transmit or transfer any Confidential Information without the Provider’s prior written consent. All right, title and interest in and to the Confidential Information will remain the exclusive property of the Provider and the Confidential Information will be held in trust by the Recipient for the Provider. No interest, license or any right respecting the Confidential Information, other than as may be expressly set out herein, is granted to the Recipient under this Agreement.

If the Recipient is requested pursuant to, or required by, applicable law or legal process to disclose any Confidential Information, the existence of this Agreement or any of the terms hereof, the Recipient may make such disclosure but must first provide the Provider with prompt notice of such request or requirement, unless notice is prohibited by law, in order to enable the Provider to seek an appropriate protective order or other remedy or to waive compliance with the terms of this Agreement or both. The Recipient will cooperate with the Provider in any action by the Provider to seek such a protective order or other remedy. If, failing the obtaining of a protective order or other remedy by the Provider, such disclosure is required, the Recipient will use reasonable efforts to ensure that the disclosure will be afforded confidential treatment and will only disclose such Confidential Information as is legally required to be disclosed on the advice of counsel.

The Confidential Information will not be copied, reproduced in any form or stored in a retrieval system or data base by the Recipient without the prior written consent of the Provider, except for such copies and storage as may be required by the Recipient in connection with the Purpose.

This Agreement does not constitute any representation, warranty or guarantee with respect to the accuracy or completeness of any Confidential Information, and the Recipient will not be entitled

to rely on the accuracy or completeness of the Confidential Information, or any of it. The Provider expressly does not make any representation, warranty, fact or otherwise, with respect to the Confidential Information in any manner whatsoever. The Provider will not be under any obligation to update, supplement or amend the Confidential Information or any other information as a result of subsequent events or developments or otherwise. The Provider will not be held liable for any errors or omissions in the Confidential Information or the use or the results of the use of the Confidential Information.

Upon request of the Provider, the Recipient will immediately return or cause the return to the Provider of all Confidential Information and all copies thereof in any form whatsoever under the power or control of Recipient and delete the Confidential Information from all retrieval systems and databases or destroy the same as directed by the Provider and furnish to the Provider a certificate by an officer of the Recipient of such deletion or destruction provided, however, that the Recipient will not be required to delete the Recipient's work-product or electronic copies stored in accordance with the Recipient's security or disaster recovery procedures in backups or archives that are generally not available to the individual user.

If any provision of this Agreement is held to be invalid or unenforceable in whole in part, such invalidity or unenforceability will attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof will continue in full force and effect.

No failure or delay by the Provider in exercising any right, power or privilege under this Agreement or otherwise 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 other right, power or privilege hereunder or otherwise.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter and cancels and supersedes any prior understandings and agreements between the parties with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties other than as expressly set forth in this Agreement.

This Agreement may not be assigned by the Recipient without the prior written consent of the Provider, which consent may be arbitrarily withheld by the Provider. This Agreement will enure to the benefit of and be binding upon the respective successors and assigns.

The Recipient agrees that monetary damages would not alone be sufficient to remedy any breach by the Recipient or any of its Representatives of any term or provision of this Agreement and that the Provider will also be entitled to equitable relief, including injunctive relief and specific performance, in the event of any breach or anticipatory breach hereof and in addition to any other

remedy available pursuant to this Agreement or at law or in equity. The Recipient further waives any requirement for the deposit of security or posting of any bond in connection with any equitable remedy.

This Agreement is governed by and will be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. For the purpose of all legal proceedings this Agreement will be deemed to have been performed in the Province of Ontario and the Court will have jurisdiction to entertain any action arising under this Agreement. The Recipient hereby attorns to the jurisdiction of the Court.

Please confirm and acknowledge the terms set out herein by signing this letter agreement in the space provided below and return a signed copy to the attention of the undersigned.

Regards,

**Grant Thornton Limited, solely in its
capacity as Court-appointed Receiver of
Ratnas Property Investment Inc. and
Ratnas Gas Inc.**

Per: Rob Stelzer, CPA, CA, CIRP, LIT
Senior Vice President

ACKNOWLEDGMENT

Acknowledged and agreed to on this ____ day of _____, 2023.

[RECIPIENT NAME]

Signature

Name

Title
(I have authority to bind the corporation)