

CONFIDENTIALITY AGREEMENT

KSV Restructuring Inc.
In its capacity as Receiver and Manager of
98 James South (2022) Inc. and 98 James South (2022) Limited Partnership
220 Bay St, Suite 1300
Toronto, Ontario M5J 2W4

Email: **ebrenner@ksvadvisory.com**
Attention: **Eli Brenner**

Dear Sir/Madam:

Re: Sale process for the real property and all property, assets and undertakings related to the real property (collectively, the "Property") owned by 98 James South (2022) Inc. and 98 James South (2022) Limited Partnership (the "Debtors").

KSV Restructuring Inc. was appointed the receiver (the "Receiver") of the Debtors by an order of the Ontario Superior Court of Justice (Commercial List) (the "Court") on August 14, 2024.

For the purposes of evaluating a potential transaction relating to the Property (the "Transaction"), you (the "Interested Party" or "you") acknowledge that certain Information (as defined herein) may be furnished to you or your directors, officers, employees, representatives and agents (collectively the "Representatives") relating to the Property. The Interested Party hereby agrees that it shall provide the Receiver with written notice of the name of any third-party Representative(s) to whom it will be providing Information in advance of providing same to such Representative(s).

In connection with the receipt of any Information, the Interested Party agrees with the Receiver as follows:

- a) To treat confidentially, such information and any other information that the Receiver or any of its advisors or realtors furnish to the Interested Party and the Representatives, whether: (i) furnished before or after the date of this Agreement; (ii) furnished orally or in writing; or (iii) otherwise recorded or gathered by inspection, and regardless of whether such information is specifically identified as "confidential" (collectively, the "Information").
- b) Not to use any of the Information for any purpose other than the exclusive purpose of evaluating the possibility of submitting a bid to acquire the Property. The undersigned agrees that the Information will not be used in any manner that is detrimental to the Receiver, the Debtors, the Debtors' stakeholders or the sale process and that the Information will be kept confidential by the Interested Party and the Representatives and that the Representatives shall be informed by the undersigned of the confidential nature of the Information and shall be directed to treat the Information confidentially. The Interested Party shall be responsible for any breaches of this Agreement by any of the Representatives.
- c) The Interested Party and the Representatives will store the Information properly and securely and ensure that appropriate physical, technological and organizational measures are in place to protect the Information against unauthorized or unintended access, use or disclosure.
- d) The Interested Party and the Representatives will not, without the prior written consent of the Receiver, disclose to any person(s) that (i) the Information has been made available, (ii) this Agreement has been entered into, or (iii) any bid is being considered, which includes the disclosure of any of the terms, conditions or other facts with respect to any such possible transaction, including the status thereof.
- e) The term "person" as used in this Agreement shall be broadly interpreted to include, without limitation, any corporation, company, partnership or individual or any combination of one or more of the foregoing.
- f) That at any time, upon the request of the Receiver, the Interested Party and/or the Representatives agree to promptly return or destroy, without any right of compensation or indemnity, all Information without retaining any copies thereof or any notes relating thereto or reproductions or any part thereof in their possession without regards to the form or format. The undersigned will certify as to the return or destruction of all Information in the possession of the Interested Party and or the Representatives and related notes and copies

of such information and that no Interested Party nor Representative has a copy of the Information, nor have they provided any of the Information to any party in breach of this Agreement.

- g) That in the event the Interested Party and/or its Representatives are required or requested by legal process to disclose any of the Information, the undersigned will provide the Receiver with prompt written notice of such requirement or request so that the Receiver may take appropriate actions to protect the disclosure of such Information.
- h) The Interested Party will indemnify and hold harmless the Receiver and its directors, officers, employees, representatives and agents, including from any damages, loss, cost or liability (including reasonable legal fees and the cost of enforcing this indemnity) arising out of or resulting from any breach of this Agreement by the Interested Party or the Representatives.
- i) The Interested Party agrees that the Receiver makes no representations or warranties as to the accuracy or completeness of the Information. The undersigned further agrees that none of the Receiver or any other author of or person providing Information shall have any liability to the undersigned nor any of its Representatives arising from the disclosure or use of the Information by the undersigned or its Representatives.
- j) The Interested Party represents and warrants that it shall be responsible for any costs associated with its review of the Information and that the Representatives shall be required to execute, and be bound by, this Agreement. The Interested Party shall retain a copy of such executed Confidentiality Agreement and will provide it to the Receiver immediately following its request.
- k) The Interested Party agrees that monetary damages would not be a sufficient remedy for any breach of this Agreement by it or the Representatives and that any court having jurisdiction may enter a preliminary and/or permanent restraining order, injunction or order for specific performance in the event of an actual or threatened breach of any of the provisions of this Agreement, in addition to any other remedy available to the Receiver.
- l) The undersigned hereby agrees to observe all the requirements of any applicable privacy legislation including, without limitation, the Personal Information Protection and Electronic Documents Act (Canada) with respect to personal information which may be contained in the Information.
- m) This Agreement shall be governed by the laws of the Province of Ontario and those of Canada applicable therein.
- n) This Agreement shall enure to the benefit of the Receiver and its successors and assigns and shall be binding upon the undersigned and its heirs, executors, administration, successors and assigns.

DATED this _____ day of _____, 2024

Company Name (Please Print)

By (Authorized Signing Officer's Signature)

Officer's Name and Title

Telephone Number

Email Address