

**CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

To: B. Riley Farber Inc., in its capacity as Court-Appointed receiver and manager (the “**Receiver**”), without security, of (i) the assets, undertakings and properties of the respondent 1000162497 Ontario Inc. (“**1000 Ontario**”), including but not limited to the real property in the City of Markham, Ontario, having the legal description set out in Schedule “A” to the Appointment Order (“**19 Cedar**”), and (ii) the assets, undertakings and properties of the respondent Maplequest Uptown Developments Inc. (“**Maplequest**”, and collectively with 1000 Ontario, the “**Company**”), including but not limited to the real property in the City of Markham, Ontario, having the legal description set out in Schedule “A” to the Appointment Order (“**9 Cedar**”, and collectively with 19 Cedar, the “**Property**”).

Attention: Emily Klein  
Telephone: (437) 294-4663  
Email: [eklein@brileyfin.com](mailto:eklein@brileyfin.com)

And To: Colliers Macaulay Nicolls Inc.

Attention: Ryan Thomson  
Telephone: (416) 620-2817  
Email: [Ryan.Thomson@colliers.com](mailto:Ryan.Thomson@colliers.com)

**Re: Sale of the Property**

The undersigned hereby acknowledges having been advised that:

- i) B. Riley Farber Inc. (the “**Receiver**”) was appointed as Receiver of the Property pursuant to the Appointment Order.
- ii) Pursuant to the Appointment Order dated April 11, 2024, among other things, the Receiver has been authorized to market and solicit offers to sell/transfer the Property and to negotiate such terms and conditions of sale/transfer as appropriate.

- iii) Towards that end, the Receiver has in its possession certain proprietary, non-public and/or confidential information, documents, statements, and data relating to the Property (collectively the “**Information**”) for the review and further investigation, where appropriate, of any person or corporation interested in acquiring the Property.
- iv) The Information is sensitive and confidential in nature, and the disclosure thereof could adversely affect the value of the Property.

In consideration of the disclosure by the Receiver to the undersigned of any portion of the Information, the sufficiency of which consideration is hereby acknowledged; the undersigned hereby undertakes and agrees as follows:

1. To maintain the Information in the strictest of confidence and to control the dissemination of the Information, including any documents or copies (paper, electronic or otherwise) thereof contained in the Information in accordance with the terms and conditions of this Confidentiality and Non-Disclosure Agreement (“**NDA**”).
2. Not to supply any documents or portions of documents included in the Information or any information included therein or any information hereinafter obtained in the course hereof or with respect hereto to any person or corporation except to the Representatives (defined below) and as otherwise specifically provided for herein.
3. Not to use the Information provided in any way detrimental to, or contrary to the interests of the Company, the Receiver, or any of their affiliates.
4. The Information is to be used by the undersigned, its affiliates, and their respective directors, officers, employees, accountants, lawyers, financing sources, consultants, agents, representatives and advisors and their respective representatives, to the extent the foregoing are actually provided access to the Information by the undersigned (individually a “**Representative**”, and collectively the “**Representatives**”), only in connection with the consideration of a possible acquisition of the Property.
5. To advise the Representatives of the confidential nature of the Information, and to provide to those Representatives to which or to whom the Information is provided a copy of the NDA, and if such Representative is not otherwise bound by restrictions on disclosure and use similar to the obligations hereunder, to have such Representatives agree to be bound by this NDA.
6. The undersigned shall be responsible for any breach of the provisions of this NDA by any of the Representatives to whom the undersigned discloses Information.
7. The undersigned and its Representatives shall under no circumstances contact directly or indirectly any of the officers, employees, shareholders or directors, tenants, customers, and suppliers of the Company: (i) to ask any questions regarding the possible acquisition of the Property, (ii) to request additional information or regarding the contents of any of the Information previously obtained, (iii) to request a facility tour or meeting, or (iv) for any other reason, except in the ordinary course of business.

8. In the event that the undersigned, or any of the Representatives, or any one to whom any of them furnish some or all of the Information, receives a request or demand to disclose all or any part of such Information by a governmental body or deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process, the undersigned agrees to first notify the Receiver (to the extent permitted to do so by applicable law) by delivering written notice to the address noted above, so that the Receiver or its legal representative may seek an appropriate protective order; provided, however, if such protective order or other remedy is not obtained, or the Receiver waives compliance with the provisions hereof, the undersigned or such Representative, as the case may be, may disclose such Information which the undersigned or such Representative, as the case may be, is legally required to disclose.
9. The term "Information" does not include, and this NDA will not apply to any information that: (a) at the time of disclosure or thereafter is generally available to or known by the public (other than as a result of a disclosure by the undersigned or any of its Representatives in violation of any obligation under this NDA); (b) was available to the undersigned or any of its Representatives on a non-confidential basis from a source other than the Receiver who, insofar as was known to the undersigned or any of its Representatives, was not prohibited from transmitting the information to the undersigned or any of its Representatives by a contractual, legal or fiduciary obligation to the Company, the Receiver or any third party; or (c) has been independently acquired or developed by the undersigned or any of its Representatives without violation of any obligation under this NDA.
10. The undersigned shall indemnify the Receiver and the Company against any losses, costs, damages, expenses or liabilities suffered or incurred by the Receiver, the Company and/or their representatives as a result of or in connection with any breach by the undersigned or any of its Representatives to whom the undersigned discloses Information contrary to any term or provision of this NDA.
11. The undersigned recognizes the confidential and proprietary nature of the Information and acknowledges that, in the event it is determined by a court that a breach of the confidentiality provisions of this NDA has occurred or is likely to occur, the Receiver will suffer irreparable harm. Accordingly, the Receiver shall be entitled to seek and obtain preliminary and permanent injunctive relief in the event of a breach or threatened breach of this NDA, as well as all other applicable remedies at law or equity.
12. The undersigned acknowledges and agrees that the execution and delivery of this NDA and the delivery of the Information does not give rise to any legal obligation of the Receiver or the Company, whether in contract, in negligence or other tort, by way of fiduciary duty or otherwise. Without limiting the generality of the foregoing, the undersigned acknowledges and agrees that the Receiver is not and will not be under any obligation, express or implied, to provide or to continue to provide Information, to entertain any offers or proposals for the purchase or transfer of the Property, or to complete a sale or other transaction with the undersigned, unless and until the Receiver and the undersigned execute and deliver a legally binding agreement expressly providing for such obligations. Without limiting the foregoing, the undersigned acknowledges and agrees that none of the Company or the Receiver has made, and they will not make, any representations or warranties, either express or implied, concerning the accuracy or completeness of, or otherwise relating in any way to, the Information. The Receiver and the Company shall not have any liability

whatsoever to the undersigned or any Representatives for any transaction entered into, or not entered into, or any other act, omission or decision made or taken, relying upon or in any way affected by, the Information. The foregoing shall nonetheless be subject to any representations and warranties concerning the Information expressly given in writing in a legally binding agreement executed and delivered by the Receiver providing for a sale or other disposition of the Property (a “**Definitive Agreement**”).

13. Upon receipt of a written request to the undersigned, the undersigned and its Representatives shall promptly return to the Receiver any and all Information received, printed, downloaded or otherwise copied together with personal notes including written materials and any notes of verbal conversations with representatives the Company or the Receiver obtained in the course of any investigation and/or inspection of the Property being offered for sale.
14. The terms of this NDA shall expire, as it relates only to the Information associated with the Property purchased or otherwise acquired by the undersigned, upon the completion of a transaction contemplated by a Definitive Agreement with the undersigned (or a related entity to the undersigned). In all other cases, the terms of this NDA shall expire ten (10) years after the completion of a sale or other transfer of the Property by the Receiver.
15. The undersigned acknowledges and agrees that it has had an opportunity to obtain independent legal advice as to the terms and conditions of this NDA and has either received same or expressly waived its right to do so.
16. This NDA shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. This NDA shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, and the undersigned irrevocably consents, submits and attorns to the exclusive jurisdiction of the Ontario Superior Court of Justice (Commercial List) in Toronto.
17. No failure or delay by the Receiver in exercising any rights, powers or privileges under this NDA shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise of any rights, powers or privileges under this NDA.
18. No amendment to the terms and conditions of this NDA shall be valid and binding unless made in writing and signed by an authorized representative of the undersigned and the Receiver.

19. An executed copy of this NDA may be delivered by facsimile or email.

DATED AT \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**OR**

\_\_\_\_\_  
(Signature of Person - Individual)  
Name:

\_\_\_\_\_  
Name of Corporation (Print)  
Per:

\_\_\_\_\_  
(Signature of Witness)  
Name:

\_\_\_\_\_  
(Signature of Authorized Signing Officer)  
Name:  
Title:

I have the authority to bind the corporation