

**CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**  
**(the “Agreement”)**

BETWEEN:

**DELOITTE RESTRUCTURING INC., IN ITS CAPACITY  
AS COURT APPOINTED RECEIVER OF GC KING  
BOND LIMITED PARTNERSHIP, by its general partner,  
GC KING BOND GP INC. AND NOT IN ITS PERSONAL  
OR CORPORATE CAPACITY**

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

- and –

[ \_\_\_\_\_ ]

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

WHEREAS:

On May 2, 2025, the Ontario Superior Court of Justice issued an order (the “**Receivership Order**”) pursuant to section 243(1) of the *Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3*, as amended and section 101 of the *Courts of Justice Act, R.S.O. 1990, c. C.43*, as amended, appointing the Receiver without security, of all of the assets, undertakings and properties of each of GC King Bond Limited Partnership (“**King Bond LP**”), and GC King Bond GP Inc. (“**King Bond GP**”, and together with King Bond LP, the “**Debtors**”) acquired for, or used in relation to, a business carried on by the Debtors, including all proceeds thereof, including, in particular the lands municipally known as 301, 311, 319, 329, 339, 349 King Road and 115, 119 Bond Crescent, Richmond Hill, Ontario (the “**Property**”).

On July 23, 2025, CBRE Limited (the “**Sale Agent**”) was retained by the Receiver to market the sale of the Property. On September 18, 2025, the Ontario Superior Court of Justice (Commercial List) (the “**Court**”), issued an order (the “**SISP Order**”), approving a sale and investment solicitation process in connection with the Property, together with all other property, assets and undertaking of the Debtors related to the Property (the “**SISP**”). On September 22, 2025, the Sale Agent launched the sale of the Property, together with all other property, assets and undertaking of the Debtors related to the Property, pursuant to the SISP Order (the “**Sale Process**”).

A copy of the Receivership Order, SISP Order, reports of the Receiver filed to date, and other information on the activities of the Receiver, are available from the Receiver’s case website at: [GC King Bond](#)

The Recipient has asked to review and consider the Confidential Information (as defined herein) in connection with the Sale Process. In consideration of the Receiver and/or the Sale Agent providing such Confidential Information, the parties hereto agree as follows:

1. **“Confidential Information”** in this Agreement shall include all information, whether written or oral, of any kind whatsoever, provided by the Receiver and/or the Sale Agent to the Recipient or observed by the Recipient while engaged in the Sale Process and any of its representatives, concerning the Property, including, without limitation, any confidential information memorandum or other marketing materials, all information contained in an electronic data room established by the Sale Agent and/or the Receiver and without limiting the generality of the foregoing any associated intellectual property, drawings, trade secrets, data, reports, interpretations, forecasts, analyses, studies, appraisals, agreements or other materials prepared or acquired by the Recipient or its representatives. Confidential Information, however, shall not include information which:
  - (a) is already in the lawful possession of the Recipient at the time of receiving same from the Receiver, as evidenced by documentation to that effect, and did not come into its possession as a result of a breach of this Agreement by the Recipient, any of its representatives or a third-party; or
  - (b) is or may be published or become available within the public domain, provided that disclosure in the public domain was not as a result of a breach of this Agreement by the Recipient or its representatives.

For the purposes of this Agreement, “representative” shall mean: (i) an affiliate of the Recipient; (ii) a Recipient’s or its affiliate’s agent, officer, director employee or professional advisor (provided the Recipient complies with Section 3 hereof).

2. In consideration of the Receiver providing the Recipient with Confidential Information, the Recipient agrees:
  - (a) to keep the Confidential Information in strict confidence;
  - (b) not to use the Confidential Information in any manner whatsoever, in whole or in part, other than in connection with the Sale Process set out above;
  - (c) not to disclose to any person any Confidential Information or that the Confidential Information has been made available to the Recipient; and
  - (d) not to take any steps to influence, attempt to influence or cause another person or entity to submit, amend, supplement, revise, restate, improve, withdraw or replace any bid or offer for the Property.
3. The Recipient agrees that the Confidential Information will only be disclosed, to the extent required by law, and used by those of its representatives who need to know the Confidential Information for the Sale Process, and that the Recipient will advise each of such representatives of this Agreement and of its terms. In any event, the Recipient will be responsible for any breach of this Agreement by its representatives. Disclosure to third party consultants or advisors (other than lawyers) shall require notification to, and approval of the Receiver (not to be unreasonably withheld).

4. If the Recipient or any of its representatives who have received any Confidential Information are required by law to disclose any Confidential Information, they will provide the Receiver with prompt written notice of any such requirement so that the Receiver may seek an appropriate protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. The Recipient will not oppose steps taken by the Receiver to obtain an appropriate protective order or other remedy. If such protective order or other remedy is not obtained or the Receiver waives compliance with the provisions of this Agreement, the Recipient will disclose only that portion of the Confidential Information which they are legally obliged to disclose to the appropriate authorities.
5. The Recipient further agrees that it will not use the Confidential Information to obtain any commercial advantage over the Debtors in any way which is, directly or indirectly, detrimental to the Debtors. The Recipient will not use the Confidential Information in any way detrimental to the Debtors. Neither the Recipient or any of its representatives will alter, decompose, disassemble, reverse engineer or otherwise modify any Confidential Information received hereunder that relates to the research and development, intellectual property, processes, new product developments, product designs, formulae, technical information, know-how or trade secrets of the Debtors. The Recipient agrees to comply with any applicable privacy laws in respect of Confidential Information relating to individuals.
6. The Recipient agrees to store the Confidential Information securely in accordance with commercially reasonable standards procedures for confidential information and to ensure that appropriate physical, technological and organizational measures are in place to protect the Confidential Information against unauthorized or unintended access, use or disclosure. The Recipient agrees that it will only reproduce or take such copies of any of the Confidential Information as is reasonably necessary for the Sale Process and will maintain separate files for any Confidential Information so that it may be destroyed or returned to the Receiver as required by this Agreement.
7. The Recipient acknowledges that certain of the Debtors' books, records or information representing or containing Confidential Information to which the Recipient may be given access are books, records and information to which solicitor-client privilege and/or other privilege ("**Privilege**") attaches. The Recipient recognizes and acknowledges that the Receiver has a material interest in the preservation of Privilege in respect of all Privileged material (collectively, the "**Privileged Material**"). The Recipient agrees (acting on its own behalf and as agent for its representatives) that:
  - (a) such access is being provided solely for the Sale Process;
  - (b) such access is not intended and should not be interpreted as a waiver of any Privilege in respect of the Privileged Material or any right to assert or claim Privilege in respect of the Privileged Material, and to the extent there is any waiver (which is expressly denied), it is intended to be a limited waiver solely in your favour and, solely for the Sale Process;
  - (c) the Recipient shall keep the Privileged Material in strict confidence, and disclose such material solely to legal counsel and to its directors, officers and employees

and any affiliate and only to the extent required for the Sale Process;

- (d) at the Receiver's request, all copies of the Privileged Material, and any notes that would disclose the contents of the Privileged Material, will be immediately destroyed or returned to the owner thereof; and
  - (e) at the Receiver's request, you shall claim or assert, or co-operate to claim or assert, Privilege in respect of the Privileged Material.
- 8. Neither the Recipient nor its representatives will, without the prior written consent of the Receiver, disclose to any person the fact that the Confidential Information has been made available, that this Agreement has been entered into, that discussions or negotiations are taking place or have taken place concerning the Sale Process unless required by applicable law or the rules of a stock exchange.
- 9. The Recipient recognizes the confidential and proprietary nature of the Confidential Information and acknowledge that, in the event it is determined by a court that a breach of the confidentiality provisions of this Agreement 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 Agreement, as well as all other applicable remedies at law or equity.
- 10. The Recipient acknowledges that:
  - (a) in providing or preparing the Confidential Information, the Receiver and the Sale Agent have been provided with, and relied upon, certain unaudited, draft and/or internal financial information, the Debtors' books and records, reports of independent third-party consultants and discussions with various parties, its advisors and counsel, and the Debtors' employees and bankers (collectively the "**Information**");
  - (b) the Receiver has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Generally Accepted Assurance Standards pursuant to the Canadian Institute of Chartered Professional Accountants Handbook;
  - (c) and accordingly, the Receiver expresses no opinion or other form of assurance in respect of the Information and does not make any express or implied representations or warranties as to the accuracy or completeness of the Confidential Information, and it is being given on an "as-is, where is" basis. The Receiver and the Sale Agent expressly disclaim any and all liability that may be based on the Confidential Information, errors therein or omissions therefrom, or the use of, or reliance on, the Confidential Information by the Recipient.
- 11. The Recipient will indemnify and hold harmless the Receiver, the Sale Agent, and its respective affiliates, directors, partners, officers, employees, agents, lawyers, professional advisors and consultants from any and all losses or damages (including, without limitation,

legal costs) which are incurred directly or indirectly as a result of unauthorized disclosure or use of the Confidential Information by the Recipient or its representatives.

12. The Confidential Information, together with any copies thereof, except for the portion of the Confidential Information which consists of analyses, compilations, studies or other documents prepared by the Recipient or its representatives, will be returned to the Receiver upon the request of the Receiver and neither the Recipient nor its representatives will retain any copies or extracts thereof. That portion of the Confidential Information which consists of analyses, compilations, studies or other documents prepared by the Recipient or its representatives shall be destroyed. If requested, the Recipient will provide the Receiver with an appropriate affidavit as to the disposition of this material at the Receiver's request.
13. The Recipient agrees that all communications and enquiries relating to the Confidential Information should be directed to the Receiver, and in no event should any other person be contacted directly or indirectly in connection with these matters.
14. The Recipient agrees that no failure or delay by the Receiver or the Sale Agent 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.
15. The Recipient acknowledges that: (i) the Receiver is acting in its capacity as the Receiver of the Debtors pursuant to the BIA and shall have no corporate or personal liability under this Agreement; and (ii) the undersigned are executing this Agreement in its corporate and personal capacities and shall have corporate and personal liability under this Agreement.
16. The Recipient agrees that this Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
17. The Recipient acknowledges that: (i) each of them has had an adequate opportunity to obtain independent legal advice; (ii) each of them fully understands the nature and effect of this Agreement; and (iii) this Agreement is executed voluntarily.
18. The Recipient agrees that this Agreement may not be modified, altered, or amended except in writing signed by the Recipient and the Receiver. This Agreement may not be (i) assigned or transferred, in whole or in part, by any party without the prior written consent of the other party, except in conjunction with either a sale of all or substantially all of a party's assets or shares or a merger or corporate reorganization of a party, or (ii) amended except by written agreement signed by both parties.
19. This Agreement will be binding upon and enure to the benefit of the parties and their respective successors and permitted assigns.
20. This Agreement constitutes the entire agreement between the parties, and supersedes all prior agreements, written or oral, between the Receiver and the Recipient, relating to the subject matter of this Agreement.
21. This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original and which counterparts together shall constitute one and the same

instrument. The parties agree that the execution and delivery of this Agreement by facsimile or electronic transmission in PDF format, including through DocuSign's digital platform, shall be binding upon the party delivering same, and may be relied upon by the party receiving same, as if it were an originally executed document.

*[Signature page follows]*

**IN WITNESS WHEREOF** the parties have executed this Agreement as of this \_\_\_\_ day of \_\_\_\_\_, 2025.

**DELOITTE RESTRUCTURING INC.,  
SOLELY IN ITS CAPACITY AS THE  
COURT-APPOINTED RECEIVER OF GC  
KING BOND LIMITED PARTNERSHIP,  
by its general partner, GC KING BOND GP  
INC. AND WITHOUT PERSONAL OR  
CORPORATE LIABILITY**

\_\_\_\_\_  
Name:  
Title:  
(I have authority to bind the Receiver)

**Recipient:**

[\_\_\_\_\_]

\_\_\_\_\_  
Name:  
Title:  
(I have authority to bind the corporation)