CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (hereinafter referred to as the “Agreement”) is made as of the ____ day of _____, 2026;

BETWEEN:

ERNST & YOUNG INC.
in its capacity as the Receiver of 2435421 Alberta Ltd.
and not in its personal capacity
(“**EY**”, or the “**Receiver**” or the “**Disclosing Party**”)

- and –

_____

(hereinafter referred to as the "**Recipient**")

WHEREAS

A. On October 31, 2025, by a Receivership Order (the “Receivership Order”) Ernst & Young Inc. was appointed Receiver of the property, assets, and undertakings of the Company (the “Property”);

B. The Receivership Order provides the Receiver with the authority to, among other things:

   a) to market any or all the Property, including advertising and soliciting offers in respect of the Property; and

   b) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver’s name or in the name and on behalf of the Company, for any purpose pursuant to the Receivership Order;

C. The Recipient has requested, and may request further, certain Confidential Information about the Property, for the purpose of evaluating, negotiating, and making a potential acquisition of some or all of the Property (the “Purpose”);

D. The Receiver is willing to disclose certain Confidential Information and provide the Recipient, and its Representatives, including the condition that such information and observations be retained in confidence by the Recipient and its Representatives and used only as provided herein;

NOW THEREFORE this Agreement witnesseth that in consideration of the Receiver and the Company furnishing the Recipient and its Representatives with Confidential Information, the parties hereto agree as follows.

1. In this Agreement the following words and terms shall have the indicated meanings, unless the context otherwise requires, and grammatical variations of such words and terms shall have corresponding meanings:

a) "**Affiliate**" and "**Subsidiary**" have the meanings ascribed thereto, respectively, in the Business Corporations Act (Alberta);

b) "**Confidential Information**" means any and all information that is or may in any way be related to the Property (whether written, oral, visual, in electronic or computer readable format or in any other form) and which is furnished by any of the Disclosing Party to, or otherwise obtained by, the Recipient or any of its Representatives, including but not limited to: (i) appraisals, all memoranda, financial information, budgets, forecasts, engineering reports, environmental reports, evaluations, legal opinions, names of shareholders, names of joint venture partners, customer data, trade secrets, concepts, information concerning operations, information concerning staff and management, land and lease information, and physical observances, and (ii) all analyses, compilations, studies or other documents prepared by the Recipient or any of its Representatives containing or based upon, in whole or in part, information acquired by the Recipient or any of its Representatives during the course of the Review or reflecting the Recipient's review of or interest in the Company or the SISP; provided, however, that Confidential Information shall not include Non-proprietary Information.

c) "**Disclosing Parties**" means, collectively, the Company, the Receiver and any of their respective Representatives;

d) "**Non-proprietary Information**" means information in any way related to the Property, business or affairs of the Company, that:

   i. at the time of its disclosure is in or thereafter, prior to any default under this Agreement, enters the public domain other than as a result of any act or omission (direct or indirect) by the Recipient or any of its Representatives or anyone to whom the Recipient or any of its Representatives may provide such information (as demonstrated by documentary evidence);

   ii. is provided to the Recipient or its Representatives on a non-confidential basis and not in contravention of an obligation of confidence or applicable law by a source (other than the Disclosing Parties) that is entitled to disclose the information;

   iii. was already in the possession of the Recipient or its Representatives (as demonstrated by written records) on a non-confidential basis from a source other than the Disclosing Parties prior to the date hereof, provided that such source was entitled to disclose such information and did not contravene an obligation of confidence or applicable law by disclosing such information; or

   iv. is identified as such by the Receiver in writing;

   provided that any combination of information which comprises part of the Confidential Information shall not be deemed to be Non-proprietary Information merely because individual parts of that information are Non-proprietary Information, unless the combination is Non-proprietary Information as described in (i), (ii), (iii) or (iv) above in its entirety;

e) "**Person**" includes any individual, group, firm, partnership, limited partnership, joint venture, trust, company, corporation and unincorporated organization;

f) "**Representatives**", with respect to a party hereto means the directors, officers, employees, advisors, consultants, bankers (investment and commercial), lawyers, appraisers, and accountants, of such party hereto or any Affiliate of such party hereto;

g) "**Review**" means the Recipient's review of Confidential Information and Non-proprietary Information relating to the Company for or in relation to the Purpose or a Transaction;

h) "**Transaction**" means any transaction or series of transactions involving the acquisition by the Recipient or any of its Affiliates (directly or indirectly) of any Property of the Company; and

i) "**Transferred Information**" means the personal information (namely, information about an identifiable individual other than their business title or business contact information when such information is used for the purposes of contacting an individual in that individual's capacity as an employee or an official of an organization and for no other purpose) to be disclosed, transferred or conveyed to the Recipient or any of its Representatives by or on behalf of the Disclosing Parties as a result of or in conjunction with the transactions contemplated herein.

2. In this Confidentiality Agreement:

a) the use of words in the singular or plural, or connoting a particular gender, including the foregoing defined terms, shall not limit the scope or exclude the application of any provision of this Agreement to any Person (or Persons) or circumstances; and

b) the words "includes" and "including" and similar terms of inclusion shall not, unless expressly modified by the words "only" or "solely", be construed as terms of limitation, but rather shall mean "includes but is not limited to" and "including but not limited to", so that references to included matters shall be regarded as illustrative without being either characterizing or exhaustive.

3. The Recipient shall:

a) ensure that all Confidential Information is kept in strict confidence and is not used for any purpose whatsoever other than for the Purpose and negotiating a possible Transaction;

b) ensure that the Confidential Information is not disclosed to any Person other than to its Representatives who have a need to know the same in connection with the consideration of a possible Transaction. The Recipient agrees that it shall be responsible for any breach of this Agreement that occurs as a result of the actions or omissions of any of its Representatives or of any other Person to whom the Recipient or its Representatives have provided Confidential Information. If any Confidential Information is disclosed to any Representatives of the Recipient, the Recipient shall inform each such Representative, prior to the time of disclosure, of the confidential nature of such information and the terms of this Agreement and shall require each such Representative to agree to observe the restrictions and conditions set out herein. The Recipient shall keep a list of all of its Representatives to whom any Confidential Information has been delivered and shall provide such list to the Company and the Receiver immediately upon request;

c) not, and shall direct its Representatives to not, without the prior written consent of the Receiver, disclose to any Person other than Representatives of the Recipient who have a need to know the same in connection with the consideration of a possible Transaction and who have agreed to observe the restrictions and conditions set out herein as contemplated by subparagraph 3(b) hereof: (i) the fact that any investigations, discussions or negotiations, including the Review, are taking place concerning a possible Transaction, including the entering into of this Agreement; (ii) that the Recipient has requested or received Confidential Information or Non-proprietary Information; (iii) any opinion or

comment in respect of the Company or any Confidential Information or Non-proprietary Information; or (iv) any of the terms, conditions or any facts with respect to a possible Transaction, including the status thereof;

d) not disclose any Confidential Information to any Person other than in accordance with the terms of this Agreement, except in the event that the Recipient or its Representatives are required by law to otherwise disclose any Confidential Information. Prior to any such disclosure, however, the Recipient shall (immediately following receipt of notice that disclosure may be required) provide to the Receiver written notice thereof so that the Company, Receiver, or both may seek a protective order or other appropriate remedy or waive compliance by the Recipient with the applicable disclosure restrictions in this Agreement. In the event that, in the written opinion of legal counsel to the Recipient (a copy of which shall be provided to the Receiver by the Recipient), any court or administrative body having jurisdiction over the Recipient or such Representative requires disclosure of any Confidential Information, then the Recipient and any of its Representatives required to provide such disclosure will furnish only that portion of the Confidential Information that is legally required to be furnished and, further, shall each exercise reasonable commercial efforts to obtain assurances that such Confidential Information will be accorded confidential treatment; and

e) keep a record of the description and location of any Confidential Information provided by any Disclosing Party, and, at the request of the Receiver, promptly return all documents and material provided hereunder, or otherwise obtained by the Recipient in relation to the Review, and all copies or other reproductions thereof, as well as all notes, notations, summaries, compilations, memoranda, reports and analyses and all other documents prepared by or in possession of the Recipient or its Representatives relating to or derived from the Confidential Information (in all cases whether printed, electronic, magnetic or otherwise), or at the direction of the Receiver destroy all such documents, materials, notes, notations, summaries, compilations, memoranda, reports and analyses and certify in writing to the Receiver that such destruction has been accomplished, provided that the Recipient shall have the option to destroy rather than to return any analyses, compilations, notes, notations or summaries of Confidential Information made by it or its Representatives that may contain information of a confidential nature to the Recipient, provided the Recipient certifies such destruction to the Receiver in writing. Notwithstanding the foregoing, it is acknowledged and agreed that the Recipient's and its Representatives' computer systems may automatically back up Confidential Information received or created and to the extent such backup procedures create copies of the Confidential Information, the Recipient and its Representatives may retain such copies in its archival or backup computer storage for the period of normally archived backup computer records. The Recipient and its Representatives must destroy all Confidential Information that is retained in the Recipient's or its Representatives' computer backup system in accordance with its regular ongoing records retention program.

4. The Recipient acknowledges and agrees with the Disclosing Parties that:

a) Confidential Information, Non-proprietary Information or otherwise, will be provided to the Recipient and the provision of Confidential Information by the Receiver to other interested parties does not change the character of such Confidential Information, Non-proprietary Information or otherwise, or provide the Recipient or any of its Representatives any license or right, in respect of any part of the Confidential Information;

b) it will rely upon its own investigations, due diligence and analyses in evaluating a possible Transaction and in satisfying itself as to all matters addressed by the Confidential Information, the Non-proprietary Information or otherwise;

c) without prejudice to the terms and conditions of any eventual agreement relating to a possible Transaction, none of the Disclosing Parties have made or now or hereafter make any representation or warranty, expressed or implied, as to the accuracy or completeness of any information provided to the Recipient or any of the Recipient's Representatives as contemplated herein, and that the Recipient is and will be relying upon its own investigations, due diligence and analyses in evaluating and satisfying itself as to all matters addressed by the Confidential Information, the Non-proprietary Information or otherwise relating to the Company, their business affairs and assets or otherwise in any way related to a possible Transaction. Only such representations or warranties that are contained in a definitive written agreement with respect to a possible Transaction, when, as and if executed and subject to such conditions or limitations or restrictions as may therein be specified, shall have any legal effect;

d) without prejudice to the terms and conditions of any eventual agreement relating to a possible Transaction, none of the Disclosing Parties shall have any liability to the Recipient or any of its Representatives resulting from any use by the Recipient or any of its Representatives of, or reliance upon, any information provided to the Recipient or any of the Recipient's Representatives as contemplated herein;

e) no contract or agreement relating to a possible Transaction shall be deemed to exist unless and until a definitive agreement has been executed and delivered by or on behalf of the parties hereto or their designees; and

f) neither the Recipient nor any of its Representatives will contact any director, officer, employee, shareholder, partner, customer, supplier or service provider of the Company in respect of a possible Transaction or in respect of information pertaining to the Review, without the prior consent of the Receiver.

5. Notwithstanding anything contained in this Agreement, the Recipient shall have the right to seek expressions of interest from third parties concerning a possible joint bid for the Property, provided that (i) the Recipient first receives written consent from the Receiver (i.e. the Receiver must consent in writing to such communications with the third party prior to the Recipient contacting such third party); (ii) nothing herein shall permit the Recipient to disclose Confidential Information that is not permitted to be disclosed pursuant to the terms hereof; and (iii) in the event that the Recipient receives a positive response from any third party which it has contacted in accordance with this Agreement, the Recipient shall direct such third party to enter into a confidentiality agreement (substantially in the form of this Agreement) directly with the Receiver as its agent and the Recipient shall not pursue any formal discussion with such third party until it has been advised by the Receiver that such a confidentiality agreement has been executed and delivered.

6. This Agreement shall not be construed as granting to the Recipient or any of its Representatives, expressly or by implication, any license or right with respect to any information disclosed pursuant to this Agreement (other than as expressly provided hereby). It is understood and agreed by the Recipient that no failure or delay by any of the Disclosing Parties in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or future exercise of any right (equitable or otherwise), power or privilege hereunder.

7. Without limitation, and in addition to any other rights Disclosing Parties may have against the Recipient arising by reason of any breach hereof, the Recipient hereby agrees to and shall:

    a) be liable to each of the Disclosing Parties and the Company for all claims, liabilities, damages, costs, losses and expenses whatsoever (including legal, accounting and other professional costs, expenses, fees and disbursements, with legal fees on a solicitor and own client full indemnity basis) which any such Disclosing Party or the Company may suffer, sustain or incur; and

    b) indemnify and save harmless each of the Disclosing Parties and the Company from and against any and all claims, liabilities, damages, costs, losses and expenses which any of them may suffer, sustain or incur;

    c) in respect of all matters or things directly or indirectly related to any breach by the Recipient or any of its Representatives of any obligation set forth in this Agreement or resulting from the unauthorized use or disclosure of any Confidential Information by the Recipient or any of its Representatives, including damages, costs, losses and expenses that any Disclosing Party may suffer, sustain or incur as a result of any breach by the Recipient (or any of its Representatives) of the Securities Act (Alberta). The Recipient acknowledges and agrees that the Receiver is constituted as trustee of the Recipient's covenants under this paragraph 7 for the benefit of the Company and that the Receiver shall be entitled to enforce such covenants on behalf of such Persons.

8. The Recipient is aware and acknowledges that the Confidential Information is of a non-public, confidential or proprietary nature and this Agreement shall remain in force and effect for a period of 3 years from the date hereof, (other than the provisions of section 6 and 9, which shall survive the termination of this Agreement) not withstanding that the Confidential Information and copies thereof may have been destroyed or returned prior to the expiration of such time period.

9. The Recipient agrees that the Company will be irreparably damaged if any obligation of the Recipient hereunder is not performed by the Recipient or any of its Representatives and that monetary damages would not be sufficient to remedy the same and the Recipient further agrees that the Receiver and Company shall be entitled to equitable relief, including injunctive relief and specific performance, in the event of any breach (or threatened breach) hereof, in addition to any other remedy available at law or in equity. The Recipient further agrees to waive any requirement for the deposit of security or posting of any bond in connection with any equitable remedy.

10. If any provision of this Agreement is wholly or partially unenforceable for any reason, such unenforceability shall be deemed to not affect the enforceability of the balance of this Agreement and all provisions of this Agreement shall, if alternative interpretations are applicable, be construed so as to preserve the enforceability hereof.

11. During the term referred to in paragraph 8 above, the Recipient will not and will cause its Representatives not to, directly or indirectly, initiate or maintain contact (except for those contacts made in the ordinary course of business) with any officer, director or employee or agent of the Company, including any suppliers of Company, regarding its business, operations, prospects or finances except with the express permission of the Receiver.

12. The parties hereto acknowledge that they are responsible for their own compliance at all times with all applicable laws in respect of the Transferred Information. In addition to and notwithstanding its other obligations herein, the Recipient covenants and agrees to collect, use and disclose the Transferred Information of Company solely for the purposes of determining to

proceed with and carrying out and completing a possible Transaction, and to only collect, use and disclose such information to the extent necessary to meet such purposes and as authorized or permitted by law. Each of the Disclosing Parties covenants and agrees to only disclose, transfer or convey Transferred Information to the Recipient to the extent necessary to meet such purposes and as authorized or permitted by law. In addition to the Recipient's obligations herein to maintain the confidentiality of any Transferred Information provided to it or its Representatives, the Recipient shall use all reasonable efforts to protect and safeguard such information including, without limitation, to protect such information from loss or theft, or unauthorized access disclosure, copying, use, modification, disposal or destruction.

13. The Recipient acknowledges that they are making the information request and considering a potential transaction without employing a broker and that, if the Recipient chooses to employ a broker, it shall do so at its sole cost and expense. The Recipient agrees to indemnify and hold the Receiver and Avison Young Commercial Real Estate Services, LP ("Avison Young") harmless from and against any and all claims, loss, costs, damages, and judgements arising from any claim(s) of any brokers alleging to have dealt with or through Avison Young in connection with the Property, or Purpose. The Recipient understands that Avison Young is not representing the Recipient's interests.

14. All notices, requests, demands, consents, waivers and other communications given hereunder shall be in writing and shall be deemed to have been duly given if delivered by hand or if the same is sent by facsimile communication or other similar form of communication to the following addresses:

a) if to the Receiver, to:

Ernst & Young Inc.
10423 101 Street NW
Suite 1400
Edmonton, AB T5H 0E7
Attention: Dan McCulloch
E-mail: Dan.McCulloch@parthenon.ey.com

with copy to (which shall not constitute notice to EY):

Miller Thomson LLP
10155 -10 2 Street, suite 2700
Edmonton, Alberta T2P 0R8
Attention: Spencer Norris
E-mail: snorris@millerthomson.com

b) if to the Recipient, to:

Name:
Address:
Attn:
Email:

Any such notice, request, consent, demand waiver or other communication shall: (i) if delivered, be deemed to have been given or made at the time of delivery; and (ii) if sent by

fax or other similar form of communication, be deemed to have been given or made at the time in which it was successfully transmitted as evidenced by automatic confirmation of receipt.

15. This Agreement expresses the entire agreement between the parties hereto with respect to the subject matter hereof and shall be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns. This Agreement is not assignable by the Recipient without the prior written consent of the Receiver.

16. This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the courts of such Province shall have jurisdiction to entertain applications for injunctive relief and all other actions arising out of or in connection with this Agreement and the Recipient hereby attorns to the jurisdiction of such courts. The Recipient agrees that service of any process, summons, notice or document by personal delivery to its address set forth above shall be effective service.

17. The parties hereto shall be entitled to rely upon delivery of an executed electronic scan or facsimile copy of this Agreement and such electronic scan or facsimile copy shall be legally effective to create a valid and binding agreement among the parties hereto. This Agreement may be executed in as many counterparts as are necessary and all executed counterparts shall constitute one agreement.

IN WITNESS WHEREOF each of the parties hereto has executed this Agreement as of the date and year first above written.

ERNST & YOUNG INC. IN ITS CAPACITY AS COURT APPOINTED RECEIVER OF 2643111 ALBERTA LTD., 1275359 B.C. LTD., 1307866 B.C. LTD. AND NOT IN ITS PERSONAL CAPACITY

Per: _____

RECIPIENT NAME:

Per: _____

Name: _____

Phone: _____

Email: _____