CONFIDENTIALITY AGREEMENT

AVISON YOUNG COMMERCIAL REAL ESTATE SERVICES, LP, BROKERAGE
222 Bay St., Suite 2500, Box 245
Toronto, ON M5K 1J5
Fax: 416.955.0724
Email: Kelly.avison@avisonyoung.com, Graeme.white@avisonyoung.com

Attention: **Kelly Avison, Graeme White** (the Seller's "**Designated Representative(s)**")

Dear Sirs:

For the purposes of evaluating **675-705 Remembrance Road, Brampton, Ontario** (hereinafter referred to as the "**Property**")

I / We ____ ,

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

request that **AVISON YOUNG COMMERCIAL REAL ESTATE SERVICES, LP, Brokerage** (hereinafter referred to as "**Avison Young**") provides the Buyer with confidential information relating to the Property.

In consideration of Avison Young agreeing to provide the Buyer with such information, the Buyer agrees with **MNP Ltd., solely in its capacity as Court-appointed receiver and manager without security, of all assets, undertakings, and properties of R-Chad Investment Inc. and not in its personal or corporate capacity and without personal or corporate liability** (the "**Seller**"), and Avison Young as follows:

(1) To treat confidentially, such information and any other information that Avison Young or the Seller or any of their advisors furnishes to the undersigned, whether furnished before or after the date of this Agreement, whether furnished orally or in writing or otherwise recorded or gathered by inspection, and regardless of whether specifically identified as "confidential" (collectively, the "Evaluation Material").

(2) Not to use any of the Evaluation Material for any purpose other than the exclusive purpose of evaluating the possibility of a purchase and sale transaction relating to the Property. The Buyer agrees that the Evaluation Material will not be used in any way detrimental to the Property, the Seller, or Avison Young and that such information will be kept confidential by the undersigned, its directors, officers, employees and representatives and these people shall be informed by the undersigned of the confidential nature of such information and shall be directed to treat such information confidentially.

(3) That if at any time, the undersigned considers a transaction which would involve a third party either purchasing the Property or any interest therein or evaluating the possibility of a purchase and sale transaction relating to the Property, the Buyer must receive the approval by Avison Young or the Seller of such third party as a Buyer, which approval may be unreasonably withheld, furthermore the undersigned agrees to obtain from said third party a confidentiality agreement in a form satisfactory to Avison Young or the Seller prior to disclosure to such party of any Evaluation Material relevant to this transaction.

(4) The undersigned and its directors, officers, employees and representatives will not, without the prior written consent of Avison Young or the Seller, disclose to any persons either the fact that discussions or negotiations are taking place concerning a possible transaction between the Seller and the undersigned, nor disclose any of the terms, conditions or other facts with respect to any such possible transaction, including the status thereof.

(5) 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.

(6) Not to have any contact with any tenant or tenants, nor enter into any discussion with any tenant or tenants, at the Property without the express written permission of the Seller, as such contact may cause irreparable harm to the Seller.

(7) That any time, at the request of Avison Young or the Seller, the undersigned agrees to promptly return all Evaluation Material without retaining any copies thereof or any notes relating thereto. The undersigned will certify as to the return of all Evaluation Material and related notes.

(8) That in the event the undersigned is required or requested by legal process to disclose any of the Evaluation Material, the undersigned will provide Avison Young or the Seller with prompt notice of such requirement or request so that Avison Young or the Seller may take appropriate actions.

(9) That the undersigned agrees that neither Avison Young nor the Seller make any representations or warranties as to the accuracy or completeness of the Evaluation Material. The undersigned further agrees that neither Avison Young nor the Seller, nor any other author of or person providing Evaluation Material shall have any liability to the undersigned or any of its representatives arising from the use of the Evaluation Material by the undersigned or its representatives.

(10) The Buyer represents and warrants that it shall be responsible for any costs associated with its review and possible purchase of the Property, including any fees owed to consultants and/or real estate agents retained by, or acting on behalf of, the Buyer. Any consultants, real estate agents/brokers, and/or advisors retained by the Buyer shall be required to execute, and be bound by, this Confidentiality Agreement.

(11) The Buyer 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 Evaluation Material.

(12) This Agreement shall be governed by the laws of the Province of Ontario and those of Canada applicable therein.

(13) This Agreement shall ensure to the benefit of Avison Young and the Seller, their respective successors and assigns and shall be binding upon the undersigned and its heirs, executors, administrators, and their successors and assigns.

(14) ***Representation:*** ***The Trust in Real Estate Services Act, 2002 ("TRESA") came into effect December 1st, 2023. The Buyer acknowledges and agrees:***

a) ***has received copies of the following RECO Information Guides from Avison Young and/or the Designated Representative(s) via the links below:***

Working with a Real Estate Agent

Information and Disclosure to Self-represented Party

b) ***the Buyer is representing itself ("Self-Representing"), and that neither Avison Young nor the Designated Representative(s) are providing any multi-representation services to the Buyer.***

DATED at _____________, this _______ day of _____________, 2026.

____ ("**Buyer**")

Corporate Name (Please Print)

____

By (Authorized Signing Officer's Signature)

____

(Officer's Name and Title)

____

(Buyer's Address)

____

(Telephone Number)

____

(Email Address - ☐ Please e-mail the detailed particulars of sale

Please advise of any additional party who require data room access:

____

Name Email Address

____

Name Email Address

____

Name Email Address

Notice to Prospective Purchasers

Stalking Horse Procedures

February 12, 2026

Capitalized terms not otherwise defined herein shall have the meaning ascribed to that term pursuant to the sale process approved by the Order of Justice Krawchenko dated January 29, 2026, as amended (the "**Sale Process**").

MNP Ltd., in its capacity as the court-appointed receiver (the "**Receiver**") of the assets, undertakings and properties of R-Chad Investment Inc. ("**R-Chad**") and its counsel attended Court on January 29, 2026 to request, among other things, approval of stalking horse bidding procedures (the "**Stalking Horse Procedures**") and authorization from the Court for the Receiver to execute a stalking horse agreement with Noreen Ashgar (the "**Stalking Horse Bid**"). The Court granted these requests as part of its Order dated January 29, 2026 (the "**Stalking Horse Procedures Order**") that set out the sales process (the "**Sales Process**").

The Receiver has retained Avison Young Commercial Real Estate Services, LP ("**Avison Young**") to assist the Receiver in the Sales Process.

The Stalking Horse Procedures Order sets the bid deadline (the "**Deadline**") as March 30, 2026 to allow Prospective Offerors to perform due diligence on the Stalking Horse Procedures and Stalking Horse Bid. The Stalking Horse Procedures Order also grants a sealing order concerning the Receiver's Confidential Appendices until the earlier of: (i) the completion of a sale of the Real Property or (ii) further order of the Court.

A copy of the Stalking Horse Procedures is attached hereto. A copy or the Stalking Horse Bid and Stalking Horse Template APS is available in the data room.

Please contact Mr. Kelly Avison kelly.avison@avisonyoung.com or Mr. Cory Katzman of the Receiver's office cory.katzman@mnp.ca for additional information.

STALKING HORSE BIDDING PROCEDURES
IN THE MATTER OF THE COURT-ORDERED RECEIVERSHIP OF
R-CHAD INVESTMENT INC.

STALKING HORSE BIDDING PROCEDURES

Subject to Court availability, within ten (10) business days following an auction (the "**Auction**"), if applicable, the Receiver shall bring a motion (the "**Approval Motion**") seeking the granting of an approval and vesting order (the "**AVO**") by the Court authorizing the Receiver to proceed with authorizing and approving the Sale of the Property to the Qualified Bidder.

Assets to Be Sold en bloc

The Receiver is offering for Sale all of R-Chad's right, title and interest in and to all of the Property en bloc and only a bid for all the Property, in whole and not in part, can be eligible to be a Qualified Bid (as defined herein). The Receiver will be responsible for conducting the Stalking Horse Bidding Procedures and Auction Procedures.

The Bidding Process

The Receiver shall have the right to adopt, modify and implement such further and other rules and procedures (including rules and procedures that may depart from those set forth herein) that, in its reasonable business judgment, will enhance and improve the goals of the Stalking Horse Bidding Procedure provided, however, any material modifications shall require a further Order of the Court.

Participation Requirements

For clarity, a "**Qualified Bidder**" is a prospective offeror who submits an offer in the same form as the Stalking Horse Bid submitted in the form of the template APS, with the only changes being the Purchase Price and Break Fee, and satisfies the Bid Requirements (as defined herein), as determined by the Receiver in its sole discretion. Any bid meeting these criteria that is received by the Receiver is a qualified bid (a "**Qualified Bid**"). A Qualified Bidder shall deliver written copies of its bid and the Bid Requirements to the Receiver not later than 5:00 p.m. (local Toronto time) sixty (60) days following Court approval of the stalking horse bid and a corresponding sales process (the "**Deadline**").

Bid Requirements

All binding bids and accompanying materials submitted by a Qualified Bidder must provide for the following, in addition to the requirements set forth in the Sale Process, unless any such requirement is waived by the Receiver (collectively, the "**Bid Requirements**"):

(i) transaction value equal to or greater than $11,000,000.00, being the Stalking Horse Bid ($11,000,000.00) plus the Break Fee of $110,000.00 (the "**Base Purchase Price**");

(ii) delivery of the Qualified Bid to the Receiver on or before the Deadline;

(iii) the identity of each person or entity (including its shareholders) that is sponsoring or participating in the Qualified Bid and the complete terms of such participation, evidence of corporate authority, and proof of such bidder's financial ability to perform the proposed transaction to the satisfaction of the Receiver, acting reasonably;

(iv) a provision stating that the Qualified Bid is irrevocably open for acceptance until the selection of the successful bid;

(v) the Deposit in the form of a wire transfer (to a bank account specified by the Receiver), in an amount equal to at least 10% of the total consideration contained in the Qualified Bid;

(vi) no conditions based upon: (i) the outcome of any further due diligence, (ii) obtaining financing, or (iii) any other conditions to closing, except the usual limited conditions such as the issuance by the Court of an order approving the transaction and vesting title in and to the Qualified Bidder (as set out in the APS); and

(vii) an executed copy of the APS and a blackline of the Qualified Bidder's proposed purchase agreement against the Stalking Horse Bid.

The Receiver reserves the right to determine the value of any Qualified Bid, and which Qualified Bid constitutes the best bid (the "**Lead Bid**"), for the purposes of the Auction (if applicable). Details of the Lead Bid will be provided by the Receiver to all Qualified Bidders no later than 5:00p.m. (local Toronto Time) two (2) business days before the date scheduled for the Auction.

A Qualified Bid may not be withdrawn, modified or amended without the written consent of the Receiver. Any such withdrawal, modification or amendment made without the written consent of the Receiver prior to the successful bid being determined shall result in the forfeiture of such Qualified Bidder's deposit as liquidated damages and not as a penalty.

Highest versus Best Bid

In determining the Lead Bid or any Opening Bid, the highest and/or best bid during each round of bids, and the successful bid, the Receiver is not required to select the bid with the highest purchase price amount and may, exercising its reasonable business judgment, select another bidder on the basis that it is the best bid even though not the highest purchase price.

Acceptance of Qualified Bids

Any sale of the Property shall be subject to Court approval, and the Receiver shall be deemed to have accepted the Successful Bid only upon the granting of an AVO at the hearing of the Approval Motion.

Timeline of Sale Process

The Sale Process is structured to provide initial market exposure through a listing and pre- marketing process, followed by the potential selection of a stalking horse bidder and a subsequent Court-supervised auction process designed to maximize value for stakeholders. The timeline of the Sale Process will be as described below:

Summary of Sale Process		
Milestone	**Description of Activities**	**Timeline**
	Phase 1 – Listing and Pre-marketing	
Due diligence	➢ review all available documents concerning the Real Property, including environmental reports and planning and development reports	Pre-marketing launch
Finalize marketing materials	➢Broker and the Receiver to: o prepare a teaser; o populate a virtual data room (“**VDR**”); o prepare a Confidentiality Agreement (“**CA**”); and prepare a Confidential Information Memorandum (“**CIM**”) o prepare form of Agreement of Purchase and Sale	Within one week of Court Approval of Listing Agreement and Sale Process
Prospect Identification	➢ develop a master prospect list; pre-marketing discussions with targeted purchasers.	Within one week of Court Approval of Listing Agreement and Sale Process
	Phase 2 – Marketing	
Stage 1	➢mass market introduction, including: o print offering summary and marketing materials; o list property for sale on MLS o telephone and email canvassing of leading prospects; and o meet with and interview prospective purchasers.	Commencing immediately following completion of Phase 1, and continuing for 30 days
Stage 2	➢ provide detailed information to qualified prospects which sign the CA, and access to the data room; and ➢ facilitate all diligence by interested parties.	Concurrent with Stage 1 and continuing until the bid deadline
Stage 3	➢prospective purchasers to submit offers to purchase	Bid deadline 60 days following marketing launch
	Phase 3 – Stalking Horse Selection and Court Supervised Auction Process	
Stage 1	➢ Following receipt and review of offers submitted through the marketing process, the Receiver will confirm the agreed stalking horse agreement of purchase and sale, subject to Court approval. Upon approval, the stalking horse bid will form the basis of a Court-supervised auction process	Within approximately 14 days following the bid deadline
Stage 2	➢ upon Court approval of the stalking horse transaction and bid protections, conduct a Court-supervised auction process in accordance with the Sale Process Order, with the stalking horse bid serving as the minimum bid	As soon as practicable following Court approval of the stalking horse transaction
Stage 3	➢ Court approval of the successful transaction resulting from the auction process and complete closing as soon as practicable thereafter.	As soon as practicable following completion of the auction