

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

THIS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (this “**Agreement**”) is made effective as of the ____ day of _____, 2026 (the “**Effective Date**”)

BETWEEN:

Alvarez & Marsal Canada Inc., in its capacity as the court-appointed receiver and manager of IGY Immune Technologies & Life Sciences Inc., IGY Life Sciences Manufacturing Inc., and IGY Life Sciences USA, Inc., and not in its personal or corporate capacity (the “Discloser”)

OF THE FIRST PART,

- and -

●
(the “**Recipient**”)

OF THE SECOND PART,

RECITALS:

- A. Pursuant to an order granted on April 17, 2026 (the “**Receivership Order**”) under the *Bankruptcy and Insolvency Act* (Canada) (the “**BIA**”), by the Honourable Justice R.W. Armstrong of the Court of King’s Bench of Alberta, Judicial District of Calgary (the “**Court**”), in the proceedings under Court File No. 2601-06780 (the “**Receivership Proceedings**”), Alvarez & Marsal Canada Inc. is the court-appointed receiver and manager (the “**Receiver**”) of IGY Immune Technologies & Life Sciences Inc., IGY Life Sciences Manufacturing Inc., and IGY Life Sciences USA, Inc. (collectively, the “**Companies**”);
- B. Pursuant to an order granted on June 11, 2026 (the “**SISP Order**”), by the Honourable Justice Armstrong of the Court, in the Receivership Proceedings, the Receiver has commenced a Sale and Investment Solicitation Process (the “**SISP**”), for the sale of, or investment in, the Companies’ assets, properties, or undertakings, or the shares of the Companies;
- C. The Recipient is desirous of evaluating a potential transaction (the “**Transaction**”) to purchase some or all of the Companies’ assets, properties, or undertakings, or the shares of the Companies (each of the aforementioned being, a “**Bid**”);
- D. In furtherance of the Court-approved SISP, the Discloser is willing to make certain Confidential Information (as defined below) available to the Recipient, for the sole purpose of permitting the Recipient to consider, evaluate, and potentially implement, a Transaction (the “**Permitted Purpose**”), subject to the terms and conditions of this Agreement, the SISP, and the SISP Order; and,
- E. As a pre-condition to the Discloser or any of the Discloser’s Representatives providing Confidential Information to the Recipient for the purposes of making a Bid (the “**Opportunity**”), the Discloser requires, and the Recipient has agreed, to execute and

deliver to the Discloser, a confidentiality agreement in form and substance satisfactory to the Discloser.

NOW THEREFORE in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Recipient and the Discloser (each, a **"Party"** and collectively, the **"Parties"**) hereby, jointly and severally, covenant and agree, as follows:

1. Definitions and Interpretation

1.1 **Definitions:** Unless the context otherwise requires, capitalized terms used in this Agreement, including terms used in the Recitals to this Agreement, shall have the following meanings:

(a) **"Affiliate"** means:

- (i) a Person that controls the Recipient;
- (ii) a Person that is controlled by the Recipient;
- (iii) a Person that is under the common control of the Recipient and another Person; or,
- (iv) a Person that controls the Recipient with another Person;

(b) **"Agreement"** means this Confidentiality and Non-Disclosure Agreement, and the expressions **"herein"**, **"hereby"**, **"hereof"**, **"hereto"**, **"hereunder"**, and similar expressions, refer to this Agreement as a whole and not to any particular article, section, or other subdivision of this Agreement;

(c) **"BIA"** has the meaning set out in Recital A;

(d) **"Bid"** has the meaning set out in Recital B;

(e) **"Confidential Information"** means:

- (i) all data and information, in whatever form communicated or maintained, whether orally, in writing, electronically, in computer readable form, or otherwise, that the Discloser or any of its Representatives (in each case on behalf of the Discloser, including the Receiver acting solely in its capacity as Receiver and not in its personal or corporate capacity) have disclosed or made available to, or that is gathered by, the Recipient or any of the Recipient's Representatives, whether provided before or after the date of this Agreement, including information that contains or otherwise reflects information concerning the Companies, the Opportunity, or the business or affairs, properties, assets, undertakings, operations, prospects, activities, and intellectual property rights, of the Companies, and specifically includes, without limitation, all data, records, appraisals, valuations, reports, studies, projections, knowledge, patents, theories, information (financial, corporate, business or otherwise), intellectual property, designs, drawings, plans, opportunities, prototypes, specifications, manuals, photographs, software,

hardware, equipment, printouts, reports, market research, business plans, customer lists, supply sources, trade secrets, information relating to existing and potential financiers and investors, trade lists, processes, techniques, ideas, improvements, innovations, know-how, research and development, calculations, opinions, and documents, and any information provided to the Discloser or any of its Representatives by third parties under circumstances in which the Discloser or any of its respective Representatives have an obligation to protect the confidentiality of such information, including all information received by the Discloser and/or the Discloser's Representatives in connection with the Opportunity or the Companies' business and that is disclosed and communicated to, made available to (including through any confidential information memorandum, data room, virtual data room, or other electronic or physical repository), or gathered by, the Recipient or any of the Recipient's Representatives;

- (ii) all plans, proposals, reports, analyses, notes, appraisals, valuations, studies, forecasts, compilations, or other information, in any form, that are based on, contain, or reflect, any Confidential Information, regardless of the identity of the Person preparing same (collectively, "**Notes**");
- (iii) the existence and terms of this Agreement and any other agreements related to a possible Transaction;
- (iv) the fact that information has been disclosed or made available to the Recipient or the Recipient's Representatives; and,
- (v) the fact that discussions or negotiations are or may be taking place with respect to a possible Transaction, the proposed terms of any such Transaction, and the status of any discussions or negotiations under this Agreement or in connection with any possible Transaction;

"Confidential Information" does not include any information that:

- (i) is available to the Recipient or the Recipient's Representatives on a non-confidential basis from a source other than the Discloser or any of the Discloser's Representatives; provided that such source is not known by the Recipient, after reasonable investigation, to be bound by a contractual, legal, or fiduciary obligation of confidentiality to the Discloser or any other Person with respect to such information; or,
- (ii) is at the time of disclosure known to the Recipient or thereafter becomes generally available to the public, other than as a result of a disclosure by the Recipient or any of the Recipient's Representatives in breach of this Agreement,

provided, however, that the foregoing exclusions do not apply to Confidential Information that is Personal Information;

- (f) **"control"** means the ability to directly or indirectly (including through one or more Affiliates) direct the management or policies of a Person and, without limiting the generality of the foregoing, includes the ability to control through:

- (i) the legal or beneficial ownership of voting securities, units or other interests in such Person;
- (ii) the right or ability to appoint or elect officers, managers, executives, or a majority of the directors of such Person; or
- (iii) a contract, agreement, voting trust or otherwise;

and derivatives of control such as "controls" and "controlled" have meanings corresponding to the definition of control;

- (g) "**Court**" means the Court of King's Bench of Alberta;
- (h) "**Definitive Agreement**" means a binding definitive written agreement to consummate a Transaction;
- (i) "**Effective Date**" means the date of this Agreement as set forth at the top of the first page of this Agreement;
- (j) "**Notes**" has the meaning set out in the definition of Confidential Information;
- (k) "**Opportunity**" has the meaning set out in Recital E;
- (l) "**Party**" or "**Parties**" shall have the meaning set out in the preamble;
- (m) "**Permitted Purpose**" shall have the meaning set out in Recital D;
- (n) "**Person**" includes, without limitation, individuals, corporations, limited and unlimited liability companies, general and limited partnerships, associations, trusts, unincorporated organizations, joint ventures and governmental organizations;
- (o) "**Personal Information**" shall have the meaning set out in Section 4.1;
- (p) "**Receiver**" has the meaning set out in Recital A;
- (q) "**Receivership Proceedings**" has the meaning set out in Recital A;
- (r) "**Representatives**" means, in respect of a party, such party's agents, directors, officers, employees, representatives, consultants, financiers, and advisers (including legal counsel); and,
- (s) "**SISP**" shall have the meaning set out in Recital B;
- (t) "**SISP Order**" shall have the meaning set out in Recital B;
- (u) "**Transaction**" shall have the meaning set out in Recital C.

1.2 **Interpretation:** In this Agreement, except as otherwise expressly provided:

- (a) all words and personal pronouns will be read and construed as the number and gender of the party or parties require and the verb will be read and construed as agreeing with the required word and pronoun;

- (b) any reference in this Agreement to the Discloser or the Recipient will include and will be deemed to be a reference to such party's successors, affiliates, and permitted assigns; and
 - (c) the division of this Agreement into articles and sections and the use of headings is for convenience of reference only and will not modify or affect the interpretation or construction of this Agreement or any of its provisions.
- 1.3 Any article, section, or other subdivision or any other provision of this Agreement which is, is deemed to be, or becomes void, illegal, invalid, or unenforceable will be severable from this Agreement and ineffective to the extent of such voidability, illegality, invalidity, or unenforceability and will not invalidate, affect, or impair the remaining provisions of this Agreement which will be severable from any void, illegal, invalid, or unenforceable article, section, or other subdivision or provision.
- 1.4 This Agreement and its application and interpretation will be governed by and construed in accordance with the laws in force in the Province of Alberta, and each of the parties irrevocably submits to the jurisdiction of the Receivership Proceedings for the interpretation and enforcement of this Agreement.

2. Confidentiality and Non-Disclosure

- 2.1 As a condition to receiving the Confidential Information, the Recipient agrees to treat confidentially, and not to disclose, and to cause the Recipient's Representatives to treat confidentially and not disclose (except as permitted herein), all Confidential Information. The Recipient further promises to protect and safeguard the Confidential Information against unauthorized use or disclosure, including by maintaining technological, physical, and administrative safeguards relating to the transfer, storage, and use of Confidential Information to protect it from reasonably foreseeable threats or hazards, including loss, theft, unauthorized access, disclosure, copying, use, modification, disposal, and destruction.
- 2.2 The Recipient hereby recognizes and acknowledges the competitive value and confidential nature of the Confidential Information and the damage that would result to the Discloser's ability to market and sell the Companies' assets if any of the Confidential Information is disclosed to any third party. Accordingly, the Recipient hereby agrees that the Confidential Information will be used solely for the Permitted Purpose and not any other purpose.
- 2.3 The Recipient may disclose Confidential Information only to the limited group of the Recipient's Representatives, who are actually engaged in and need to know the Confidential Information for the Permitted Purpose, who have been informed of the confidential nature of the Confidential Information, and who agree to keep such information confidential and not use such Confidential Information for any purpose other than the Permitted Purpose. The Recipient shall ensure that each of the Recipient's Representatives will observe all terms and conditions of this Agreement. The Recipient further agrees that it shall be responsible for any breach of this Agreement by any of the Recipient's Representatives, and that the Recipient shall take all reasonable measures, including, without limitation, court proceedings at the Recipient's sole expense, to restrain the Recipient's Representatives from making unauthorized disclosure or use of the Confidential Information.

- 2.4 The Confidential Information shall remain at all times the property of the Companies. No rights to use, license, or otherwise exploit the Confidential Information are granted to the Recipient, by implication or otherwise, by virtue of Confidential Information being made available to the Recipient or any of the Recipient's Representatives.
- 2.5 The Parties do not intend the disclosure of any Confidential Information to be a waiver of any privilege or other protection applicable to the Confidential Information. The Parties acknowledge that they share a common interest in the Permitted Purpose and that any Confidential Information provided by the Discloser to the Recipient is subject to common interest privilege.
- 2.6 The Recipient shall comply with the SISP Order and the SISP in all respects. The Recipient acknowledges having received copies of the SISP Order and the SISP.
- 2.7 The Recipient agrees that all communications concerning the SISP or the Opportunity and its due diligence investigation (including, without limitation, requests for additional Confidential Information, meetings with management, and site visits), by the Recipient and its Representatives, shall be supervised by the Receiver, provided that such discussions shall remain confidential and shall not be disclosed without the written consent of the Discloser. The Recipient acknowledges that the Receiver is the sole point of contact for all enquiries and correspondence related to the SISP or the Opportunity. Without limiting the generality of the foregoing, or any terms set forth in the SISP, the Recipient shall not contact any current or former Representatives of the Companies, except with the prior written consent of the Receiver.

3. Enforcement

- 3.1 The Recipient acknowledges and agrees that the Discloser would not have an adequate remedy at law and would be irreparably damaged by any unauthorized disclosure or use of any Confidential Information, or in the event that any of the provisions of this Agreement were not performed by the Recipient and the Recipient's Representatives in accordance with their specific terms or were otherwise breached by the Recipient or any of the Recipient's Representatives.
- 3.2 Without prejudice to the rights and remedies otherwise available to the Discloser, the Recipient agrees that the Discloser shall be entitled, without the requirement of posting a bond or other security, to equitable relief, including an injunction or specific performance, in the event of any breach or threatened breach of the provisions of this Agreement by the Recipient or the Recipient's Representatives. Such remedies shall not be deemed to be exclusive remedies but shall be in addition to all other remedies available at law or equity to the Discloser. In the event of litigation relating to this Agreement, if a court of competent jurisdiction determines that the Recipient or any of the Recipient's Representatives have breached this Agreement, then the Recipient shall be liable and pay to the Discloser all out of pocket costs and expenses (including, without limitation, legal fees, as between a solicitor and their own client, on a full indemnity basis) incurred by the Discloser in connection with or arising from such litigation, including any appeal therefrom. The Recipient shall indemnify and hold harmless the Discloser and the Discloser's directors, officers, employees, consultants, Representatives, advisors, and agents from all damages and losses of any nature whatsoever (including consequential damages) arising out of a breach by the Recipient or any of the Recipient's Representatives of any of the terms and conditions of this Agreement.

4. Personal Information

- 4.1 The Recipient agrees that the Discloser shall not disclose to the Recipient or any of the Recipient's Representatives information about identifiable individuals forming part of the Confidential Information ("**Personal Information**") unless required by the Recipient, acting reasonably, for the purpose of evaluating the Transaction. If Personal Information is provided to the Recipient, then:
- (a) the Recipient shall comply with, as applicable, the *Personal Information Protection Act*, SA 2003, c P-6.5, the *Personal Information Protection and Electronic Documents Act*, SC 2000, c 5, and any other applicable provincial legislation and regulations governing the protection of personal information in the private sector applicable to the Recipient in the course of collecting, using, and disclosing Personal Information in connection with the Transaction;
 - (b) prior to the closing of any Transaction (the "**Closing**"), the Recipient shall:
 - (i) collect and use Personal Information only for the purpose of evaluating the Transaction;
 - (ii) only disclose Personal Information to those of the Recipient's Representatives who need to know such Personal Information for the purpose of evaluating the Transaction; and
 - (iii) use appropriate security measures to safeguard all Personal Information against unauthorized collection, access, use, or disclosure; and
 - (c) if the Transaction proceeds, following the Closing, the Recipient shall, and shall cause its Representatives to, use or disclose Personal Information obtained as a result of the Transaction only for purposes of carrying on the business conducted by the Companies or the carrying out of the objects for which the Transaction took place or otherwise for purposes for which such Personal Information was collected by the Companies, unless the consent for other use or disclosure has been obtained from the individuals to whom such Personal Information relates has been obtained as permitted or required by law.

5. Disclosure

- 5.1 If the Recipient or any of its Representatives is required by applicable law or legal process (including by deposition, interrogatory, request for documents, subpoena, civil investigation, demand, order, or other legal process) to disclose (a) any Confidential Information or (b) the fact, existence, status, or terms of any discussions or negotiations concerning a possible Transaction, the Recipient and its Representatives may make such disclosure solely to the extent legally required, provided that the Recipient shall: (i) to the extent legally permitted, promptly give written notice to the Discloser of the requirement so that the Discloser may seek, at its discretion, a protective order or other appropriate remedy or confidential treatment, and the Recipient shall reasonably cooperate (at the Discloser's expense) with any such efforts; and (ii) if disclosure is nonetheless required, disclose only that portion of the Confidential Information or other information that the Recipient's counsel advises is legally required to be disclosed and use reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to the information so disclosed, including, if applicable, by seeking a sealing or restricted court access order with respect to such information.

6. General

- 6.1 This Agreement will continue for a period of two (2) years from the Effective Date, unless otherwise agreed in writing by the Discloser. Notwithstanding the forgoing or the destruction of the Confidential Information as contemplated herein, the Recipient agrees that its covenants in Sections 2, 3, 4, and 6 hereof shall survive the termination of this Agreement.
- 6.2 The Discloser may elect at any time to terminate further access by the Recipient to the Confidential Information. If at any time the Recipient determines not to proceed with the possible Transaction, the Recipient will promptly notify the Discloser in writing. Following any request by the Discloser or any of its Representatives, the Recipient agrees: (i) to promptly re-deliver to the Discloser all written Confidential Information and any other written material containing or reflecting any of the Confidential Information in the possession of the Recipient or the Recipient's Representatives; (ii) the Recipient and the Recipient's Representatives will not retain any copies, extracts, or other reproductions, in whole or in part, mechanical or electronic, of such written material; and (iii) all Notes prepared by or in the possession of the Recipient or the Recipient's Representatives will be destroyed, with all such destruction being confirmed by the Recipient to the Discloser in writing.
- 6.3 Except to the extent necessary to carry out the Permitted Purpose, none of the Recipient or its Representatives are allowed to make copies of Confidential Information without the prior written approval of the Discloser (excepting that copies made by virtue of electronic communications or storage or printed copies for review by a permitted Representative shall not be a breach of this prohibition).
- 6.4 Notwithstanding Section 6.3 or anything to the contrary in this Agreement, the Recipient and its Representatives are not required to destroy any computer files containing the Confidential Information that are created during automatic computer system backups, provided that such files are stored securely by the Recipient and its Representatives, cannot be destroyed without undue efforts, and access to such files is limited. With respect to such backup computer files, the non-use and confidentiality obligations set forth in this Agreement shall apply in perpetuity and survive expiration or termination of this Agreement.
- 6.5 If the Recipient or any of the Recipient's Representatives are provided with physical access to any properties or facilities of the Companies, the Recipient agrees that neither the Recipient nor any of the Recipient's Representatives shall have, and shall not make, any claims whatsoever against the Discloser, or any of its Representatives as a result of such access including, without limitation, any and all claims and causes of action for personal injury, death, or property damage occurring as a result of the Recipient or any of the Recipient's Representatives' access to such properties or facilities, and the Recipient agrees to indemnify, defend, and hold harmless the Discloser, or any of its Representatives from and against any and all liabilities, claims, and causes of action for personal injury, death, or property damage occurring on or to such property or facility as a result of entry onto the premises by the Recipient or any of the Recipient's Representatives. The Recipient shall, and shall cause its Representatives to, comply fully with all rules, regulations, and instructions issued by the Discloser regarding the Recipient or the Recipient's Representatives' access to such properties or facilities. Furthermore, all costs, expenses, and disbursements, incurred by the Recipient or any of its

Representatives, in attending to such physical access, shall be solely for the account of the Recipient and the Discloser shall have no liability, whatsoever, in relation to same.

6.6 The Recipient understands and acknowledges that neither the Discloser nor any of its Representatives make any representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information. The Recipient agrees that neither the Discloser nor any of its Representatives shall have any liability to the Recipient or any of the Recipient's Representatives relating to or resulting from use of the Confidential Information by the Recipient or the Recipient's Representatives. The Recipient further understands and agrees that: (i) the Discloser (a) shall be free to conduct the process for a Transaction as it in its sole discretion shall determine (including changing or terminating such process, providing any information to any other Person, negotiating with any other Person, or entering into a Definitive Agreement with any other Person with respect to any transaction, in each case, at any time and without notice to the Recipient or any other Person) and (b) shall be free at its sole discretion to at any time accept or reject any proposal relating to the Opportunity for any reason without notice to the Recipient or any other Person; and (ii) the Recipient shall have no claim against the Discloser or any of its Representatives in connection with any of the foregoing. Notwithstanding the foregoing, the conduct of the process for any Transaction shall be subject at all times to, and carried out in accordance with, any court-approved sale and investment solicitation process, bid procedures order, or related orders of the Court.

6.7 The Recipient hereby represents and warrants that:

- (a) it is not bound by the terms of any agreement with a third party that would conflict with any of the Recipient's obligations under this Agreement;
- (b) in accepting and reviewing the Confidential Information, the Recipient represents and warrants that:
 - (i) it is acting solely for itself; and,
 - (ii) neither the Recipient nor any of the Recipient's Representatives have discussed or shared, and the Recipient hereby covenants that unless it has first received the written consent of the Discloser neither the Recipient nor any of the Recipient's Representatives will discuss or share, with any third party any aspect of the Confidential Information, except in accordance with Section 2.3 or 5.1 of this Agreement;
- (c) the Recipient acknowledges that the effect of this covenant is that without the full disclosure to, and the written consent of, the Discloser, neither the Recipient nor any of the Recipient's Representatives can act as agent, partner, co-participant, or co-venturer for any third party or third parties with respect to a proposed Transaction; and
- (d) in order to obtain the consent of the Discloser, which the Discloser is entitled to withhold in its sole discretion, the Recipient shall notify the Discloser of the identity of each Person for whom or with whom the Recipient or any of the Recipient's Representatives had considered pursuing a possible Transaction and the nature and interest the Recipient or any of the Recipient's Representatives and each such Person would have in respect of such possible Transaction.

- 6.8 The Recipient agrees that, unless and until a Definitive Agreement is entered into between the Discloser and the Recipient with respect to the Transaction, neither the Discloser nor the Recipient will be under any legal obligation of any kind whatsoever with respect to the Transaction by virtue of this or any other written or oral expression, except with respect to the matters specifically agreed to herein. Except for the matters set forth in this Agreement or in any Definitive Agreement, neither party shall be entitled to rely on any statement, promise, agreement, or understanding, whether oral or written, any custom, usage of trade, course of dealing, or conduct.
- 6.9 The Recipient agrees that all: (i) communications regarding the Transaction; (ii) requests for additional information; (iii) requests for facility tours or management meetings; and, (iv) discussions or questions regarding procedures, will be submitted or directed only to the Receiver. Without the Discloser's prior written consent, the Recipient shall not, and shall direct the Recipient's Representatives not to, make any contact of any nature regarding a proposed Transaction (including inquiries or requests concerning Confidential Information) with any employee, supplier, customer, creditor, bank, or lender, of the Companies.
- 6.10 The Recipient agrees that the restrictions contained in this Agreement are reasonable in order to protect the legitimate interests of the Discloser and the Companies, and all defences to the strict enforcement of the restrictions by the Discloser are hereby waived by the Recipient.
- 6.11 No waiver of any particular requirement hereunder shall be construed as a general waiver of this Agreement, and any failure by or delay by the Discloser in enforcing its rights against any particular breach of this Agreement shall not limit or affect its rights to enforce its rights against any other breach hereof.
- 6.12 This Agreement may not be assigned by the Recipient without the prior written consent of the Discloser, which consent may be given or withheld by the Discloser in its sole and unfettered discretion. The Discloser may (but shall not be required to) assign its interest in this Agreement to any Person who purchases all or substantially all of the shares, assets, properties, or undertakings, of the Companies, without the consent of the Recipient, and such assignment shall be effective immediately upon the provision of written notice thereof to the Recipient.
- 6.13 This Agreement shall enure to the benefit of the Discloser and its successors and assigns and shall be binding upon the Recipient and its successors and permitted assigns.
- 6.14 This Agreement constitutes the entire agreement between the Parties hereto and supersedes all prior contracts, agreements, and understandings pertaining to the subject matter of this Agreement. No amendment, modification, or alteration of this Agreement shall be binding unless executed in writing by the parties hereto. There are no representations, warranties, collateral agreements, or conditions affecting this transaction other than as are expressed or referred to herein in writing.
- 6.15 Nothing contained in this Agreement shall in any way limit the rights or remedies available to the Discloser at law, in equity, or under statute arising in any way in connection with the disclosure of the Confidential Information in the event of a breach or a threatened breach of this Agreement.

- 6.16 If the Recipient consists of more than one Person, the covenants of the Recipient will be joint and several covenants of each such Person.
- 6.17 This Agreement may be executed and delivered by email and the parties hereto may rely upon such copies of the Agreement so delivered as though such copies are originals of this Agreement.
- 6.18 This Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered will be deemed to be an original, and all such counterparts together will constitute one and the same instrument and, notwithstanding the date of execution, will be deemed to be dated as of the date written at the beginning of this Agreement.

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IN WITNESS WHEREOF the Parties have entered into this Agreement effective as of the date written above.

ALVAREZ & MARSAL CANADA INC., in its capacity as court-appointed receiver of the Companies, and not in its personal or corporate capacity

Per: _____
Name:
Title:

Per: _____
Name:
Title:

[RECIPIENT]

Per: _____
Name:
Title:

Per: _____
Name:
Title: