

CONFIDENTIALITY AGREEMENT

MADE THIS _____ DAY OF _____, 201__

BETWEEN:

A. FARBER & PARTNERS INC., solely in its capacity as court-appointed receiver of the assets, undertakings and properties of Bending Lake Iron Group Limited, and not in its personal or corporate capacity

(the “**Receiver**”)

– and –

(hereinafter, the “**Interested Party**”)

WHEREAS:

- A. Pursuant to an Order of the Ontario Superior Court of Justice (the “**Court**”) dated September 11, 2014 (as such order may be amended or restated from time to time, the “**Receivership Order**”) A. Farber & Partners Inc. was appointed as the receiver (the “**Receiver**”) of all of the assets, undertakings and properties of Bending Lake Iron Group Limited (“**BLIG**”);
- B. In consideration of a possible transaction or transactions (each possible transaction, a “**Transaction**”) regarding the assets of BLIG, the Receiver is prepared to provide the Interested Party with access to BLIG’s business information or information regarding its assets that is confidential and/or proprietary in nature;
- C. The purpose of this agreement (the “**Agreement**”) is to set out the provisions which are to apply with respect to any and all information furnished to the Interested Party or its Representatives (a “**Representatives**” is defined herein as such person’s directors, officers, employees, partners, affiliates, agents or representatives, including without limitation, attorneys, accountants, consultants and financial advisors) by either BLIG, the Receiver or any of their respective Representatives. This furnished information, and all analyses, compilations, data, studies, personal notes, summaries or other documents or records provided or prepared by the Interested Party or its Representatives containing, reflecting or based in whole or in part on any such information, are hereinafter collectively referred to as the “**Business Information**”.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, the parties hereby agree as follows:

1. Except as specifically permitted or contemplated by this Agreement, all Business Information will be kept strictly confidential and will not, without the prior written consent of the Receiver, be disclosed by the Interested Party or its Representatives, in any manner whatsoever, in whole or in part, and will not be used by the Interested Party or its Representatives directly or indirectly for any purpose other than evaluating a Transaction. Moreover, the Interested Party agrees to transmit the Business Information only to those Representatives who need to know the Business Information for the purpose of evaluating a Transaction and who are informed by the Interested Party prior to disclosing the Business Information of the confidential nature of the Business Information and who agree to be bound by the terms of this Agreement.

2. The Interested Party will be responsible for any breach of this Agreement by the Interested Party or its Representatives, and the Interested Party hereby agrees to indemnify and hold harmless the Receiver, BLIG and each of their respective Representatives for any and all losses, claims, damages, charges, liabilities, obligations, costs, fees or expenses (including reasonable legal fees and expenses) that may be suffered or incurred, whether directly or indirectly, by the Receiver, BLIG or their respective Representatives arising out of or resulting from such breach.

3. All Business Information shall remain the exclusive property of BLIG. No rights to use, license or otherwise exploit Business Information are granted to the Interested Party or its Representatives, by implication or otherwise. The Business Information will not be copied, reproduced in any form or stored in a retrieval system or database by any of the Interested Party or its Representatives without the prior written consent of the Receiver, except for such copies and storage as may be required by the Interested Party in connection with considering and evaluating a Transaction. The Interested Party shall be responsible for ensuring that it and its Representatives maintain separate files with respect to any Business Information they may acquire so that it may be returned to BLIG under the circumstances required by this Agreement.

4. Upon the written request of the Receiver for any reason, the Interested Party shall promptly return, or cause to be returned, to the Receiver or, at the Interested Party's election, destroy promptly and confidentially (but in any event within ten (10) business days of the Receiver's request) any and all Business Information, together with all copies and other reproductions thereof wherever located, including without limitation, Business Information contained on computer databases. Such return and/or destruction shall be promptly confirmed to the Receiver in writing.

5. If the Interested Party determines that it will not proceed with a Transaction, it will promptly advise the Receiver of same. In that case, the Interested Party will immediately return, or cause to be returned, to the Receiver or, at the Interested Party's election, destroy promptly and confidentially any and all Business Information, together with all copies and other reproductions thereof wherever located, including without limitation, Business Information contained on computer databases. The Interested Party will deliver to the Receiver a certificate duly executed by an officer of the Interested Party confirming that all Business Information in

the possession or control of the Interested Party has been returned to the Receiver, destroyed and/or deleted. Notwithstanding the foregoing, the Interested Party's obligations under this Agreement to the Receiver or BLIG, as the case may be, shall terminate and cease to have further force or effect on the earlier of (i) two years from the date of this Agreement or (ii) the consummation of a Transaction between the Interested Party and BLIG.

6. If the Interested Party, or any party to which the Interested Party has transmitted the Business Information pursuant to this Agreement, becomes legally compelled or if steps are taken to legally compel (by oral questions, interrogatories, request for information or documents, subpoena, criminal or civil investigative demand or similar process) (collectively, "**Legal Process**") the disclosure of any Business Information, (a) the Interested Party or its Representative, as the case may be, shall promptly provide the Receiver with written notice thereof (including the circumstances relating to such obligation and the information sought to be disclosed) so as to permit the Receiver to seek a protective order or other appropriate remedy at the Receiver's sole cost and expense, and the Interested Party and/or its Representative shall reasonably cooperate with the Receiver in the Receiver's efforts in connection therewith; and (b) such Person shall be permitted under this Agreement to disclose only that portion of such Business Information that the Interested Party and/or its Representative is legally required to disclose pursuant to such Legal Process, and the Interested Party and/or its Representative will exercise reasonable efforts to obtain reliable assurance that confidential treatment will be accorded the Business Information.

7. Business Information includes not only written information, but information transferred orally, visually, or through any electronic, facsimile or computer-related communication, or by any other means. Business Information also includes, without limitation, documents, agreements, sales, cost, pricing, financial and tax information, business, marketing and operational projections, plans and opportunities, product information, designs, identification of customers, vendors and suppliers, customer, vendor and distribution lists, business records and other books and records relating to BLIG. Business Information shall not include information which (a) is or becomes generally known by the public, other than as a result of a disclosure by the Interested Party or its Representative in breach of this Agreement, (b) was in the possession of the Interested Party or its Representatives prior to the date hereof and was obtained on a non-confidential basis from sources that are not known by the Interested Party or its Representative, after reasonable investigation, to be in violation of any legal, contractual or fiduciary obligation to the Receiver, BLIG or any other Person with respect thereto or otherwise restricted by law, contract or fiduciary duty from disclosing such information (a "**Permitted Source**"), (c) becomes available to the Interested Party or its Representatives on a non-confidential basis from a source, other than a Representative of the Receiver or BLIG that is a Permitted Source, or (d) the Interested Party or its Representatives establishes such information has been independently developed without derivation from, reference to or reliance upon any Business Information.

8. The Interested Party understands and agrees that (i) the Receiver may terminate its access and the access of its Representatives to Business Information at any time, and (ii) nothing in this Agreement shall affect the Receiver's rights in connection with the conduct of its restructuring process or any of its obligations in relation therewith, if any. Any termination of the Interested Party's access to Business Information (or the access of its Representatives) shall be without prejudice to the right of the Interested Party to apply to the Court, on notice to the Receiver, for

an order compelling the Receiver to provide Business Information to the Interested Party or for similar or related relief.

9. The Interested Party acknowledges and agrees that the Receiver and its Representatives are free to conduct the process leading up to any possible definitive agreement in respect of a Transaction, or the negotiation thereof, as they see fit, in their sole discretion including, without limitation, the prospect of providing Business Information to, negotiating with, or entering into an agreement with any other person, accepting or rejecting any proposal by any person or discontinuing discussions with the Proposed Purchaser at any time. It is further acknowledged and agreed that the Receiver and its Representatives are under no obligation to continue this process or to consider or accept the highest, best or any proposal made by the Interested Party regarding a Transaction and they will not be obliged to give the Interested Party any reasons for the acceptance or rejection of any proposal regarding a Transaction.

10. Without the Receiver's prior written consent, the Interested Party or its Representatives shall not disclose the Business Information or use the Business Information as evidentiary support in any motion, action, proceeding or process (collectively, an "Action") without seeking a protective order or other appropriate remedy permitting any such item to be filed under seal to the extent it includes Business Information; provided, however, that nothing in this Agreement constitutes a waiver or restriction of rights at law or equity or pursuant to the documentation governing any notes or indebtedness of BLIG to compel production or disclosure of any Business Information as part of any Action.

11. Without the prior written consent of the Receiver, the Interested Party or its Representatives will not disclose to any other person the fact that the Business Information has been made available, that discussions or negotiations are taking place concerning a Transaction involving the Interested Party and BLIG or any of the terms, conditions or other facts with respect to any such Transaction, including the status thereof, except as required by law and then only with prior written notice to the Receiver as contemplated by section 6 hereof.

12. The Interested Party acknowledges that the fact that discussions or investigations with respect to a Transaction are taking place may affect other stakeholders of BLIG and agrees that it shall not, without the Receiver's prior written consent, approach or communicate (directly or indirectly) with any of BLIG's directors, officers, employees, representatives, suppliers or customers or other stakeholders and that all (i) communications regarding a 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 to the Receiver.

13. This Agreement does not create any obligation on the Receiver to provide any Business Information. The Receiver does not make any express or implied representation or warranty as to the accuracy or the completeness of any information disclosed and that only those particular representations and warranties that may be made to the Interested Party in a definitive agreement in connection with a Transaction, when, as and if it is executed, and subject to such limitations and restrictions as may be specified in such definitive agreement, will have any legal effect. The Interested Party further understands that (i) no member or employee of the Receiver shall have any liability to the Interested Party or any of their respective affiliates, partners, members, stockholders, lenders, directors, officers or employees resulting from the use or evaluation of the

information disclosed or materials made available or resulting from any errors in such information or materials or omissions therefrom, and (ii) the Interested Party is not entitled to rely on the accuracy and completeness of such information and materials.

14. The Interested Party agrees to be responsible for its own due diligence investigations and will be responsible for any and all costs, monetary or otherwise, incurred by the Interested Party or its Representatives in connection with the due diligence investigations or other review of a Transaction, and that the Receiver shall assume no responsibility for reimbursement or payment of any such costs.

15. The Interested Party acknowledges that the value of any Business Information to BLIG is unique and substantial and acknowledges that a breach of this Agreement may cause BLIG and/or the Receiver to suffer loss for which monetary damages would be insufficient to remedy. In the event of an actual or threatened violation of this Agreement, the Interested Party expressly consents to the enforcement of this Agreement by injunctive relief and/or specific performance, without proof of actual damages or any requirement to post a bond. Such remedies will not be deemed to be the exclusive remedies for a breach or threatened breach of this Agreement but will be in addition to any and all other remedies available at law or equity to BLIG and the Receiver.

16. No failure or delay by either party 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 further exercise of any right, power or privilege.

17. Neither party may assign this Agreement or any part hereof without the prior written consent of the other party, and any purported assignment without such consent shall be null and void, it being understood that a merger involving either party shall not be deemed to give rise to an assignment of this Agreement.

18. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

19. This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof. This Agreement may not be amended or modified in any respect except by a written instrument signed by all of the parties hereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties other than as expressly set forth in this Agreement. This Agreement may be executed in counterparts and by facsimile signatures. Except as otherwise expressly provided herein, all expenses incurred by a party shall be borne by such party.

20. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada as applicable. The parties hereto irrevocably submit to the exclusive jurisdiction the Court, in respect of any action or proceeding for the enforcement of this Agreement.

21. In the event that any term or provision of this Agreement is determined by the Court to be invalid or unenforceable for any reason, in whole or in part, the remaining terms and provisions of this Agreement shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by applicable law, and such invalid or unenforceable term or provision

shall be deemed replaced by a term or provision that is valid and enforceable and that comes closest to expressing the intention of the parties with respect to such invalid or unenforceable term or provision.

22. Unless otherwise specified herein, any notice or other communication to be given in connection with this Agreement to either the Receiver or the Interested Party must be given in writing by personal delivery, or by email or transmittal by fax addressed to the recipient as follows, (a) if to the Receiver, to:

Address: A. Farber & Partners Inc.
150 York Street, Suite 1600
Toronto, ON M5H 3S5

Fax: (416) 496-3839
Email: pcrawley@farberfinancial.com

Attention: Peter Crawley

with a copy to the Receiver's legal counsel:

Address: Dentons Canada LLP
77 King Street West, Suite 400
Toronto, ON M5K 0A1

Fax: (416) 863-4592
Email: john.salmas@dentons.com

Attention: John Salmas

or to such other addresses as shall be designated by the Receiver in a written notice to the Interested Party from time to time; and (b) if to the Interested Party, to:

Address:

Fax:
Email:

Attention:

Any communication given by personal delivery will be conclusively deemed to have been given on the day of actual delivery and, if given by email or fax, on the day of transmittal if transmitted prior to 5:00 p.m. (local time in the city of the recipient noted above) on a business day, or the next business day if transmitted after 5:00 p.m.

23. For purposes of this Agreement: (a) “affiliate” shall mean, as to any Person, any other Person which, directly or indirectly, controls, or is controlled by, or is under common control with, such Person (for this purpose, “control” (including, with its correlative meanings, “controlled by” and “under common control with”) shall mean the possession, directly or indirectly, of the power to direct or cause the direction of management or policies of a Person, whether through the ownership of securities or partnership or other ownership interests, by contract or otherwise); (b) “including” shall mean “including without limitation”; (c) “Person” shall be broadly interpreted to include the media and any individual, corporation, partnership, limited liability company, trust or other entity (including any court or government (including any agency, commission, board or authority thereof), federal, state or local, domestic, foreign or multinational); (d) for the avoidance of doubt, “securities” shall include debt securities; and (e) “Representatives” of a Person shall mean such Person’s attorneys, accountants, financial advisors, consultants, commercial bank lenders, agents and other advisors.

[Remainder of the page intentionally left blank]

DATED at Toronto this _____ day of _____, 201__.

The Receiver:

A. FARBER & PARTNERS INC., solely in its capacity as court-appointed receiver of the assets, undertakings and properties of Bending Lake Iron Group Limited, and not in its personal or corporate capacity

Name:
Title:

The Interested Party:

Name:
Title: