

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

In connection with a potential purchase of the assets of Lake Erie Management Inc., Clifford Produce Sales Inc., Clifford Produce Packing Inc., Clifford Produce Trucking Inc., (collectively the “Company” or “LEMI Group”) from Deloitte Restructuring Inc. (“Deloitte”) solely in its capacity as court-appointed receiver (“Receiver”), _____ (the “Recipient”) has requested the opportunity to review certain information and material relating to the Company that is confidential and proprietary in nature to assist the Recipient in conducting a preliminary assessment of the Company’s assets.

1. The Recipient acknowledges and agrees that (other than as provided below in Section 2) all information relating to the Company’s business, operations, assets, liabilities, plans, prospects and affairs, or to the potential purchase of all or a portion of the business operations or assets of the Company (the “Transaction”), which has been or is disclosed to the Recipient, regardless of whether such information is in oral, visual, electronic, written or other form and whether or not it is identified as “confidential” (collectively, “Confidential Information”) is confidential and proprietary to the Company and may not be used, transmitted, displayed, copied, or disclosed to any party, individual, corporation, general or limited partnership, limited liability company, joint venture, estate, trust, association or any other entity or governmental body (together, “Person”), directly or indirectly, except as expressly permitted by this Agreement.
2. Information and material provided to the Recipient under the terms of this Agreement will not be included in the definition of Confidential Information to the extent that the Recipient can demonstrate that:
 - (a) it is or becomes generally known by or is available to the public;
 - (b) it was known to the Recipient before the Recipient learned of it through the Company or Receiver pursuant to this Agreement, as evidenced by documentation to that effect; or
 - (c) it is revealed to the Recipient by a third party who does so without violating any contractual or legal obligation to the Company or Receiver.
3. The Recipient will use the Confidential Information solely for the purpose of conducting a preliminary assessment of the Company in connection with a potential Transaction.
4. The Recipient will not disclose or reveal the Confidential Information in whole, or in part, to any Person other than the Recipient’s directors, officers, employees, agents, advisors, representatives and consultants (collectively, “Representatives”) who require access to the Confidential Information for the sole purpose of assisting the Recipient to conduct the preliminary assessment of the Company in connection with a possible Transaction and who have been advised of the terms of this Agreement and agreed to be bound by them.
5. The Recipient will use diligent precautions to prevent any Person from gaining access to, using, or reproducing the Confidential Information in a manner not permitted by this Agreement including, without limitation, keeping all Confidential Information in safekeeping when not in use.
6. The Recipient acknowledges that the Confidential Information is the exclusive property of the Company. Except as expressly provided herein, no licence or other right to use the Confidential Information is granted to the Recipient by implication or otherwise. The Recipient agrees to keep

confidential and not disclose to any Person other than its Representatives all notes, analysis, compilations, forecasts, data, studies, interpretations, or other documents prepared by, on behalf of, or for the benefit of, the Recipient that contain, reflect, summarize, analyze, discuss or review Confidential Information (collective, the "Work Papers").

7. The Recipient represents and warrants that the Recipient are not now a party to, and the Recipient will not enter into, any agreement or assignment in conflict with this Agreement.
8. The Recipient acknowledges that Deloitte is acting strictly in its capacity as Receiver and shall have no liability for any action, omission, statement, misstatement, representation, or warranty made by the Company or the Receiver.
9. Without limiting any other rights that the Receiver may have against the Recipient as a result of any breach of this Agreement, the Recipient irrevocably agrees to indemnify and hold the Receiver harmless against all claims, liabilities, damages, losses, costs (including legal fees on a solicitor and his own client full indemnity basis), and expenses resulting directly or indirectly from the improper use or disclosure by the Recipient of all or any part or parts of the Confidential Information.
10. If at any time the Receiver requests that the Recipient return the Confidential Information, the Recipient will immediately deliver to the Receiver all copies of the Confidential Information in the Recipient's possession, and in the possession of Representatives, the Recipient will not retain other reproductions or extracts of the Confidential Information, and the Recipient will destroy, or direct that the Representatives destroy all Work Papers.
11. The Receiver retains the right, in its sole discretion, to determine the information that will be made available to the Recipient. The Receiver will use reasonable efforts in ensuring the completeness and accuracy of the Confidential Information; however, the Receiver makes no representations or warranties of any kind regarding the content, completeness, or accuracy of the Confidential Information. The Recipient acknowledges and agrees that the Recipient will have no cause of action whatsoever against the Receiver or its respective directors, officers, employees, agents, advisors, representatives, lawyers or consultants if the Confidential Information is, or is alleged to be, in anyway incomplete, inaccurate, or otherwise defective.
12. If the Recipient or any of the Representatives are required by law to disclose any of the Confidential Information, the Recipient will provide the Advisors with prompt written notice of such requirement so that the Receiver may seek a protective order or other appropriate remedy. In any event, the Recipient or the Representatives will only furnish that part of the Confidential Information which is required by law and will use reasonable efforts to obtain reliable assurances that confidential treatment will be accorded to the Confidential Information disclosed.
14. The Recipient covenants and agrees to defend, indemnify and hold the Company and the Receiver harmless against and in respect of (i) any and all losses and damages resulting from, relating or incident to, or arising out of any breach of any covenant or agreement by the Recipient made or contained in this Agreement; and (ii) any and all actions, suits, proceedings, claims, demands, judgments, costs and expenses (including lawyer's fees) incident to the foregoing.
15. The Recipient will not communicate directly with any of the Company's officers or employees of the Company in connection with a potential Transaction or any other matter relating to the Confidential Information and will direct all communications regarding the Company to the Receiver.

16. This Agreement shall be a continuing obligation in full force and effect for a period commencing on the date of execution and continuing for a period of one (1) year.
17. Except as expressly permitted under this Agreement, the Recipient will not, without the Company's and the Receiver's prior written consent, disclose to any other Person the fact that the Recipient has received the Confidential Information or that the Company has disclosed the Confidential Information, or disclose to any other Person that discussions are taking place regarding a potential Transaction.
18. If the Recipient decides that they are not interested in a Transaction, the Recipient will promptly notify the Receiver of the Recipient's decision. Notwithstanding the return or destruction of any or all of the Confidential Information requested pursuant to Section 10, the Recipient will continue to be bound by the obligations of confidentiality and other obligations hereunder.
19. The Recipient may not assign or transfer any of its rights or obligations under this Agreement, either in whole or in part without prior written consent of the Receiver.
20. This Agreement will be governed by and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, and the parties hereby irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Ontario.
21. If any provision of this Agreement is declared invalid, illegal, or unenforceable by a court of competent jurisdiction, then this Agreement with respect to enforceable provisions will survive any such declaration. Any non-enforceable provision will be replaced by a provision which, being valid, comes closest to the intention underlying the invalid provision. No waiver of any provision of this Agreement constitutes a waiver of any other provision (whether or not similar). No waiver is binding unless executed in writing by the party to be bound by the waiver. A party's failure or delay in exercising any right under this Agreement is not a waiver of that right. A single or partial exercise of any right does not preclude a party from any other or further exercise of that right or the exercise of any other right it may have. This Agreement may only be amended, supplemented, or otherwise modified by written agreement signed by the parties.
22. This Agreement may be signed by original or by facsimile in one or more counterparts and upon execution in counterparts by each party to this Agreement; such counterparts together will constitute an original of this Agreement, and execution and delivery by facsimile will be legally binding upon the parties.
23. The Recipient acknowledges and agrees that the provisions of this Agreement are for the benefit of the Company and shall be binding upon the Recipient and its Representatives.
24. The Company and the Recipient share a common legal and commercial interest in all Confidential Information and Work Papers which is and remains subject to all applicable privileges, including solicitor-client privilege, anticipation of litigation privilege, work product privilege and privilege in respect of "without prejudice" communications. No waiver of any privilege is implied by the disclosure of any Confidential Information or Work Papers to any Person pursuant to the terms of this Agreement.
25. The Recipient acknowledges that it and its representatives are bound by all applicable privacy legislation with respect to any "personal information" (as such term is defined in the *Personal Information Protection and Electronic Documents Act*) disclosed under this Agreement.

Please indicate acceptance of the terms of this Agreement by signing in the space provided below and returning the executed copy of this Agreement to the Receiver.

_____ (The Recipient)

By (signature): _____

Name:

Title:

Accepted and agreed to this _____ day of _____ 2014.