

## Undertaking of Non-Disclosure

TO: Yukon Energy Corporation. (“YEC”)

AND TO: Minto Explorations Ltd. (“Minto”)

AND TO: Macquarie Bank Limited (the “Agent”)  
(collectively, the “Disclosing Parties”)

AND TO: The Yukon Utilities Board (the “Board”)

WHEREAS:

1. The Board directed YEC to respond to information requests of interested parties participating in the review of the proposed power purchase agreement between YEC and Minto; and
2. YEC has prepared responses to specific information requests to be shared with interested parties which contain materials identified as confidential by the Disclosing Parties, contain information considered to be confidential and proprietary to the Disclosing Parties, and is defined herein as “Confidential Information”.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned (“Recipient”) hereby undertakes and agrees as follows:

1. (a) not to use the Confidential Information for any purpose other than its review of such information in connection with the review of the proposed Carmacks-Stewart Transmission project;
- (b) not to disclose the Confidential Information to any person other than Intervenor’s employees and professional advisors on a need to know basis, which employees and professional advisors are necessarily and directly involved in the evaluation of the Confidential Information for the purpose stated in this Undertaking, and who have signed an equivalent Undertaking of Non-Disclosure;
- (c) to warrant the protection of all Confidential Information using best efforts;
- (d) not to loan, copy, extract from or circulate any Confidential Information to any person other than as permitted in sections 1(a) and (b) above;
- (e) to maintain all Confidential Information in locked cabinets after business hours; and

- (f) to return all Confidential Information to YEC as directed by the Board;  
and
- 2. The non-disclosure obligations shall not apply to information that:
  - (a) is or becomes demonstrably known to the public through no fault or omission of the Recipient;
  - (b) is demonstrably known to the Recipient prior to receipt of the Confidential Information as shown by written records as of the date of this Undertaking; or
  - (c) is disclosed to the Recipient by a third party who did not obtain such information directly or indirectly from \_\_\_\_\_.
- 3. This Undertaking shall be binding upon the executors, administrators, successors and assigns of the Recipient.

DATED this                    day of March, 2007:

Signature of Recipient: \_\_\_\_\_

Name of Recipient: \_\_\_\_\_

Firm / Company: \_\_\_\_\_