

CONFIDENTIALITY AGREEMENT

TO: Colliers Macaulay Nicolls Inc.
181 Bay Street, Suite 1400
Toronto, Ontario
M5J 2V1
Canada

- and -

CANADIAN TIRE CORPORATION, LIMITED
2025-2027 Kipling Avenue
Toronto, ON
M9W 4J8
Canada

RE: Proposal for purchase of the lands and premises located at 2025-2075 Kipling Avenue, 2025-2027 Kipling Avenue, Toronto, ON, Canada, M9W 4J8 (the “**Property**” or “**Properties**”)

The undersigned has requested certain information, including environmental reports, from officers, directors, employees and/or representatives of Colliers Macaulay Nicolls Inc. and Canadian Tire Corporation, Limited (collectively, the “**Disclosing Party**”) in order to evaluate a possible proposal for the purchase of the Property or Properties (the “**Transaction**”). All such information (whether written or oral or located on a secure web site) furnished to the undersigned and our Representatives (as defined below), whether prior to, on or following the date hereof, are collectively referred to herein as the “**Evaluation Material.**” Analyses, compilations, forecasts, studies or other documents or records prepared by the undersigned or our Representatives which contain, are based on or otherwise reflect or are generated in whole or in part from such information, including that stored on any computer, word processor or other similar device shall be called “Notes.”

The undersigned hereby agrees as follows:

- (1) The undersigned shall use the Evaluation Material and Notes solely for the purpose of evaluating the Transaction and the undersigned shall keep the Evaluation Material confidential, except that the undersigned may disclose the Evaluation Material and Notes or portions thereof to those of our directors, officers, employees, representatives (including, without limitation, financial advisors, prospective lenders and investors, solicitors and accountants) (collectively, the “**Representatives**”) (a) who need to know such information for the purpose of evaluating the Transaction and (b) who are informed by the undersigned of the confidential nature of the Evaluation Material and Notes. The undersigned shall provide the Disclosing Party upon request with a complete list of those Representatives to whom the Evaluation Material and Notes are provided and the undersigned shall be responsible for any breach of this agreement by our Representatives. The Evaluation Material shall not be copied, reproduced or distributed, in whole or in part, to other parties at any time without the prior written consent of the Disclosing Party. The undersigned acknowledges that the Evaluation Material is made available with the express understanding that such information shall be only used for the sole purpose of

evaluating the assets for potential purchase and for no other purpose. In the event that the undersigned or any of our Representatives are requested or required (by deposition, interrogatory, request for documents, subpoena, civil investigative demand, law, governmental proceeding, stock exchange rule, or similar process) to disclose any of the Evaluation Material or Notes, the undersigned shall, to the extent allowed by law, provide the Disclosing Party with prompt prior written notice of such requirement, the undersigned shall furnish only that portion of the Evaluation Material and Notes which the undersigned is advised by counsel is required, and the undersigned shall exercise commercially reasonable efforts to obtain reliable assurance that confidential treatment will be accorded such Evaluation Material or Notes.

- (2) If the undersigned determines not to proceed with the Transaction, the undersigned will promptly inform the Disclosing Party of that decision. At any time upon the written request of the Disclosing Party, the undersigned and our Representatives shall, at the Disclosing Party's option, promptly either (1) destroy all copies of the written Evaluation Material in our or their possession or under our or their custody or control (including that stored in any computer, word processor or similar device) and confirm such destruction to the Disclosing Party in writing, or (ii) return to the Disclosing Party all copies of the Evaluation Material furnished to the undersigned by or on behalf of the Disclosing Party in our possession or in the possession of our Representatives; all Notes shall be destroyed. Any oral Evaluation Material will continue to be held subject to the terms of this agreement. Upon the written request of the Disclosing Party, the undersigned shall deliver a certificate of a senior officer of the undersigned confirming compliance with the provisions of this paragraph (2).
- (3) The term "Evaluation Material" does not include any information which (i) is, at the time of disclosure or becomes generally available to and known by the public (other than as a result of a disclosure by the undersigned or by any of the Representatives in violation of this agreement), (ii) was available to the undersigned on a non-confidential basis from a source (other than the Disclosing Party or its respective representatives) that is not and was not prohibited from disclosing such information to the undersigned by a contractual, legal or fiduciary obligation, (iii) is in our possession (other than pursuant to a confidential relationship between the Disclosing Party and the undersigned or one of our Representatives), or (iv) is independently developed by the undersigned without violating this agreement.
- (4) Any fees, commissions, finders fee or any other such fee or compensation due any agents/advisors or other third parties retained by the undersigned in connection with the Transaction shall be our sole and complete responsibility, unless the Disclosing Party expressly agrees in writing to the contrary.
- (5) The undersigned understands and acknowledges that neither the Disclosing Party nor any of its officers, directors, employees, affiliates, stockholders, agents or controlling persons is making any representation or warranty, express or implied, as to the accuracy or completeness of the Evaluation Material and each of the Disclosing Party and such other persons expressly disclaims any and all liability to the undersigned or any other person that may be based upon or relate to (a) the use of the Evaluation Material by the undersigned or any of the Representatives or (b) any errors therein or omissions therefrom. The undersigned further agrees that the undersigned is not entitled to rely on

the accuracy and completeness of the Evaluation Material and that the undersigned will be entitled to rely solely on those particular representations and warranties, if any, that are made to a purchaser in a definitive agreement relating to the Transaction when, as, and if it is executed, and subject to such limitations and restrictions as may be specified in such definitive agreement.

The undersigned acknowledges that remedies at law may be inadequate to protect the Disclosing Party against any actual or threatened breach of this agreement by the undersigned or our Representatives, and, without prejudice to any other rights and remedies otherwise available to the Disclosing Party, the undersigned agrees that the Disclosing Party may seek the granting of equitable relief in the Disclosing Party's favour without proof of actual damages. The undersigned agrees to indemnify and hold harmless the Disclosing Party from any damage, loss, cost or liability (including reasonable and documented legal fees and disbursements and the reasonable costs of enforcing this indemnity) arising out of or resulting from any unauthorized use or disclosure by the undersigned or our Representatives of the Evaluation Material which is in violation of this agreement.

- (6) The undersigned agrees that no failure or delay by the Disclosing Party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.
- (7) This agreement is for the benefit of the Disclosing Party and its successors and assigns.
- (8) This agreement and all disputes arising from or relating to performance under this agreement shall be governed and construed in accordance with the laws of the Province of Ontario.
- (9) This agreement contains the entire agreement between the undersigned and the Disclosing Party concerning the subject matter hereof, and no modification of this agreement or waiver of the terms and conditions hereof will be binding unless approved in writing by the Disclosing Party and the undersigned. The obligations in this agreement shall terminate on the earlier to occur of: (i) ten (10) years after the date of this agreement, and (ii) the execution and delivery by the undersigned and the Disclosing Party of binding documentation terminating this agreement.

DATED this _____ day of _____, 2024.

Email:	Per: _____
Additional Access:	Name: _____
	Title: _____

I have authority to bind the Corporation.

Confirmed and agreed as of the _____ day of _____, 2024.

CANADIAN TIRE CORPORATION, LIMITED

Per: _____

Name:

Title:

Per: _____

Name:

Title:

We have authority to bind the Corporation.

COLLIERS MACAULAY NICOLLS INC.

Per: _____

Name:

Title:

Per: _____

Name:

Title:

We have authority to bind the Corporation.