TO: **Jones Lang LaSalle Real Estate Services, Inc. ("JLL Canada")**

AND TO: SP Copper Property Buyer Inc., also known as Rona Inc. ("Seller")

RE: Confidentiality Agreement:

575 Conestoga Boulevard, Cambridge, ON [PIN: 226420017]
3828 Innes Road, Orleans, Ottawa, ON [PIN: 044040552, 044040549]
27928 Highway 62, Bancroft, ON [ARN: 126200001000100]
65 Colborne Street, Chatham, ON [PIN: 005040023, 005040127, 005040339]
1125 Division Street, Cobourg, ON [PIN: 510960033]
36 Harvest Street, Lindsay, ON [PIN: 632010112]
196 Main Street, Schomberg, King, ON [PIN: 033980058]
10 Davis Street East, Simcoe, ON [PIN: 502850036]
101 Edward Street, St. Thomas, ON [PIN: 351870055, 351870053, 351870052]

(collectively, the "Properties")

We have been advised that JLL Canada has been retained by the Seller as its exclusive agent to arrange a sale of the Properties. The Seller has requested that all interested parties should direct all inquiries and communications through JLL Canada only. We have requested that you furnish us with certain information concerning the Properties. This information may include, without limitation; (i) an offering memorandum or materials; (ii) various other documents and data concerning the Properties whether delivered in writing, orally, or through authorized access to a designated due diligence extranet site; and (iii) any work product developed from any of the foregoing (collectively, **"Evaluation Material"**), provided the Evaluation Material does not include any information that; (i) is, was or becomes publicly available without violation of the Agreement by us or any of our Representatives; (ii) was in our possession or in the possession of our Representatives prior to disclosure hereunder by or on behalf of Seller; (iii) is, was or becomes available to us or any of our Representatives on a non-confidential basis; or (iv) is independently developed by us or any of our Representatives without use of Evaluation Material. In this Agreement, **"Representatives"** of us means our affiliates and our and our affiliates' respective partners, members, directors, officers, employees, agents, consultants, advisors and existing or potential debt or equity financing sources. We acknowledge and agree that the Evaluation Material will be furnished to us only on the condition that we agree to treat the Evaluation Material in strict confidence in accordance with the terms and conditions contained in this Agreement (the **"Agreement"**):

1. This Agreement shall terminate upon the date which is two (2) years after the date hereof. All Evaluation Material relating to the Properties which may be furnished to any Recipient (as hereinafter defined) under this Agreement shall continue to be the Properties of the Seller and/or JLL Canada, as the case may be. The Evaluation Material will be used by the Recipient solely for the purpose of evaluating the possible acquisition of the Properties and will

not be used in any manner detrimental or adverse to Seller, the Properties, the manager(s) of the Properties or any partner, fellow member or lender of any Seller or manager(s) of the Properties. As soon as reasonably possible upon Seller's or JLL Canada's request or upon the termination of our Agreement, we will return to Seller or JLL Canada, as applicable, or, to the extent permitted by law, destroy all Evaluation Material and any other written material containing or reflecting any of the Evaluation Material that has been provided to or created by us, and will not retain any copies, extracts, or other reproductions in whole or in part of such written materials.

2. We agree to keep all Evaluation Material strictly confidential and shall not disclose the contents thereof to any person without both JLL Canada's and Seller's prior written consent; provided, however, that the Evaluation Material may be disclosed to our key employees, and the Recipient's outside counsel, accountants, and institutional lenders where applicable, acting on behalf of Recipient on a strictly "need to know" basis, and solely for the purposes set forth herein. We, together with any person to whom we disclose all or any portion of the Evaluation Material, pursuant to the terms hereof, are referred to herein individually and collectively as "Recipient(s)." Any Recipient other than us receiving Evaluation Material shall, prior to receiving such Evaluation Material from us, be informed of the confidential nature of such Evaluation Material and the terms of this Agreement and directed not to disclose the Evaluation Material to any third party. We agree that we will be responsible for any breach of the terms and conditions set forth in this Agreement by a party to whom we have disclosed the Evaluation Material. We will immediately notify JLL Canada and Seller in writing of any breach of this Agreement by any Recipient which may come to our attention. In addition, the Recipients will not disclose to any person, unless otherwise required by subpoena or mandated by law; (i) the fact that the Evaluation Material has been made available to it or that it has inspected any portion of the Evaluation Material; (ii) the fact that any discussions or negotiations are taking place concerning the proposed transaction regarding the Properties; or (iii) any of the terms, conditions or other facts pertaining to the proposed transaction regarding the Properties, including the status thereof. The provisions of this Paragraph 2 shall not apply to information; (i) which is or becomes subject to a properly issued subpoena by a court of competent jurisdiction; or (ii) is generally available to the public other than as a result of a breach of this Agreement; provided, however in any of the foregoing instances, we agree to promptly notify Seller of such required disclosure and when reasonably possible with sufficient advance notice to permit Seller to seek a protective order or to take other appropriate action to waive compliance.

3. We acknowledge and agree that neither Seller nor JLL Canada nor any director, officer, employee, partner, member, agent, counsel or representative of Seller or JLL Canada, including without limitation any lawyer, asset manager, management company, appraiser or engineer retained by Seller or JLL Canada (collectively, the **"Owner Representatives"**) make any representation or warranty whatsoever as to the accuracy or completeness of the Evaluation Material. Any financial information and/or projections contained in the Evaluation Material represent estimates based on assumptions believed to be reasonable under the circumstances, although they have not been independently verified, and no representation or warranty of any kind whatsoever (including, but not limited to, reasonableness, accuracy, or completeness) is made by Seller, JLL Canada or the Owner Representatives. JLL Canada and Seller expressly disclaim any and all liability for representations or warranties, express or implied, regarding the Evaluation Material or that actual results will conform to projections in the Evaluation Material; and we agree that neither JLL Canada nor Seller nor the Owner Representatives shall have

any liability to us or to any Recipient resulting from our or their use or reliance upon the Evaluation Material, whether or not a purchase of the Properties is consummated. We represent that we will conduct our own independent investigations for all those matters which we deem necessary or appropriate in order to evaluate any proposed transaction involving the Properties. In the event that Seller and we enter into a definitive agreement for the purchase and sale of the Properties, the provisions of this Section 3 are subject to the terms of such definitive agreement concerning the Evaluation Material.

4. We agree to be responsible for the payment of any fee, commission, or other compensation payable to any broker, finder or agent who alleges it has dealt with or through us, other than JLL Canada, and JLL Canada shall have no obligations to share any part of its commission with any broker, agent, finder or any other person or entity who has dealt with or through us. We hereby agree to indemnify, defend and hold Seller and JLL Canada harmless from and against any and all claims, damages, losses and liabilities (including reasonable legal fees and disbursements) in this regard.

5. This Agreement shall be; (i) binding on us and inure to the benefit of the Seller and JLL Canada and their respective successors or assigns; and (ii) governed by and construed in accordance with the internal laws of the Province of Ontario and the federal laws of Canada applicable therein and the parties expressly agree that venue for any such dispute/claim shall only be in Toronto, Ontario. THE SUBMISSION OF THE EVALUATION MATERIAL AND ANY DRAFT PURCHASE AGREEMENT FOR EXAMINATION IS NOT INTENDED TO, NOR WILL IT, CONSTITUTE AN OFFER TO SELL THE PROPERTIES, OR A RESERVATION OF, OR OPTION OR PROPOSAL OF ANY KIND FOR THE SALE OR PURCHASE OF THE PROPERTIES. IN NO EVENT WILL THE SUBMISSION OF THE EVALUATION MATERIAL OR DRAFT PURCHASE AGREEMENT CREATE ANY OBLIGATION OR LIABILITY UPON SELLER OR JLL CANADA WHATSOEVER. WE EXPRESSLY ACKNOWLEDGE AND AGREE THAT; (i) THE SELECTION OF THE WINNER OF THE BID PROCESS IS AT THE SOLE DISCRETION OF THE SELLER; (ii) THE SELLER IS UNDER NO OBLIGATION TO ACCEPT ANY PROPOSAL RECEIVED AS A RESULT OF THE BID PROCESS OR TO SELECT/AWARD A PURCHASER IF IT CHOOSES NOT TO FOR ANY REASON; (iii) THAT JLL CANADA AND ITS REPRESENTATIVES ARE NOT REQUIRED TO EXPLAIN WHY A PARTICULAR BIDDER WAS OR WAS NOT SUCCESSFUL UNDER THE BID PROCESS UNLESS IT HAD FIRST RECEIVED INSTRUCTIONS IN WRITING FROM THE SELLER TO DO SO; AND (iv) WE SHALL INDEMNIFY AND HOLD JLL CANADA, ITS PARENT AND AFFILIATES, REPRESENTATIVES AND THE SELLER HARMLESS FROM ANY AND ALL LOSSES, COSTS AND DAMAGES (INCLUDING LOSS OF PROFITS/CONSEQUENTIAL DAMAGES) THAT MAY OCCUR AS A RESULT OF US NOT BEING AWARDED THE RIGHT TO PURCHASE THE PROPERTIES UNDER THE BID PROCESS FOR ANY REASON.

6. The provisions of this Agreement shall survive any termination of our review of the Evaluation Material. Without the prior consent of Seller, neither we nor any of the Recipients shall communicate (regarding the proposed transaction, the Seller or the Properties) with; (a) any employee, manager or consultant of the management company retained by Seller to manage the Properties; (b) any tenant, subtenant, or other occupant of the

Properties; (c) any lender (or any loan participant of any such lender) to Seller; (d) any other third party other than one of our representatives, or; (e) any partner or fellow member of Seller.

7. We acknowledge that money damages would not be a sufficient remedy for any violation of the terms of this Agreement and, accordingly, Seller and/or JLL Canada will be entitled to specific performance and injunctive relief as remedies for any violation. These remedies will not be exclusive remedies but will be in addition to all other remedies available to Seller and/or JLL Canada at law or equity.

8. The Recipients agree not to visit the Properties, other than areas open to the general public, without prior notice being given to and permission provided by JLL Canada and Seller.

9. This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior agreements and understandings, both oral and written, with respect to the subject matter hereof. For the avoidance of doubt, in the event of any conflict between this Agreement, on the one hand, and the terms of any confidentiality legend set forth in a confidential information memorandum (or similar documents) related to the Transaction or the terms of any “click through” agreement related to an internet-based data room or similar repository of Evaluation Material, on the other hand, the terms of this Agreement shall govern.

10. Each party hereto understands and agrees that unless and until a Purchase Agreement has been executed and delivered, neither we nor the Seller has any legal obligation of any kind whatsoever with respect to such Transaction by virtue of this Agreement or any other written or oral expression with respect to such Transaction except, in the case of this Agreement, for the matters specifically agreed to herein.

Yours truly,

Signature: * _____

Date: * _____

For and on behalf of:

Company: * _____

First and Last Name: * _____

Title: * _____

Email: * _____

Phone: * _____

Additional Emails for Data Room Access:

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