

**Form 62-103F1**  
**Required Disclosure under the Early Warning Requirements**

**Item 1 – Security and Reporting Issuer**

- 1.1 **State the designation of securities to which this report relates and the name and address of the head office of the issuer of the securities.**

The designation of securities to which this report relates are trust units (“Units”) of CT Real Estate Investment Trust (the “REIT”).

The address of the head office of the REIT is:

CT Real Estate Investment Trust  
2180 Yonge Street, P.O. Box 770,  
Station K, Toronto, Ontario, M4P 2V8

- 1.2 **State the name of the market in which the transaction or other occurrence that triggered the requirement to file this report took place.**

Not applicable. See Item 2.2.

**Item 2 – Identity of the Acquiror**

- 2.1 **State the name and address of the acquiror.**

Canadian Tire Corporation, Limited (“CTC”)  
2180 Yonge Street, P.O. Box 770,  
Station K, Toronto, Ontario, M4P 2V8

- 2.2 **State the date of the transaction or other occurrence that triggered the requirement to file this report and briefly describe the transaction or other occurrence.**

On September 19, 2019, Canadian Tire Real Estate Limited (the “Selling Unitholder”) (a subsidiary of CTC) and the REIT closed a previously announced public offering of an aggregate of 16,846,000 Units at a price of \$14.25 per Unit (the “Offering”). The Offering consisted of a secondary offering of 10,530,000 Units by the Selling Unitholder and a treasury offering of 6,316,000 Units by CT REIT for gross proceeds of approximately \$150 million and \$90 million, respectively.

The Offering was made through a syndicate of underwriters led by CIBC World Markets Inc., RBC Dominion Securities Inc. and BMO Nesbitt Burns Inc. (the “Underwriters”) pursuant to an underwriting agreement dated September 12, 2019 (the “Underwriting Agreement”) among the REIT, the Selling Unitholder and the Underwriters. The Underwriters were granted an over-allotment option to purchase up to an additional 2,457,000 Units in the aggregate from CT REIT and the Selling Unitholder on the same terms and conditions as the Offering, exercisable at any time, in whole or in part, for a period of 30 days following the closing of the Offering.

- 2.3 **State the names of any joint actors.**

Not applicable.

### Item 3 – Interest in Securities of the Reporting Issuer

- 3.1 **State the designation and number or principal amount of securities acquired or disposed of that triggered the requirement to file this report and the change in the acquiror’s securityholding percentage in the class of securities.**

See Item 2.2.

- 3.2 **State whether the acquiror acquired or disposed ownership of, or acquired or ceased to have control over, the securities that triggered the requirement to file this report.**

The Selling Unitholder disposed of ownership of Units.

- 3.3 **If the transaction involved a securities lending arrangement, state that fact.**

Not applicable.

- 3.4 **State the designation and number or principal amount of securities and the acquiror’s securityholding percentage in the class of securities, immediately before and after the transaction or other occurrence that triggered the requirement to file this report.**

As a result of the Offering, CTC decreased its indirect ownership of Units such that CTC now holds, indirectly, after giving effect to the Offering, a 69.4% effective interest in CT REIT through ownership of 33,989,508 Units, 123,590,976 class B limited partnership units (the “**Class B LP Units**”) of CT REIT Limited Partnership, a subsidiary of the REIT (the Class B LP Units are exchangeable on a one-for-one basis for, and are economically equivalent to, Units and are accompanied by an equivalent number of special voting units of the REIT (the “**Special Voting Units**”).

Immediately prior to giving effect to the Offering and the exchange of Class B LP Units, CTC held, indirectly, a 76.1% effective interest in CT REIT through ownership of 44,519,508 Units and 123,590,976 Class B LP Units and an equivalent number of Special Voting Units.

- 3.5 **State the designation and number or principal amount of securities and the acquiror’s securityholding percentage in the class of securities referred to in Item 3.4 over which**

- (a) **the acquiror, either alone or together with any joint actors, has ownership and control,**

See Item 3.4.

- (b) **the acquiror, either alone or together with any joint actors, has ownership but control is held by persons or companies other than the acquiror or any joint actor, and**

Not applicable.

- (c) **the acquiror, either alone or together with any joint actors, has exclusive or shared control but does not have ownership.**

Not applicable.

- 3.6 **If the acquiror or any of its joint actors has an interest in, or right or obligation associated with, a related financial instrument involving a security of the class of securities in respect of which disclosure is required under this item, describe the material terms of the related financial instrument and its impact on the acquiror's securityholdings.**

Not applicable.

- 3.7 **If the acquiror or any of its joint actors is a party to a securities lending arrangement involving a security of the class of securities in respect of which disclosure is required under this item, describe the material terms of the arrangement including the duration of the arrangement, the number or principal amount of securities involved and any right to recall the securities or identical securities that have been transferred or lent under the arrangement.**

Not applicable.

- 3.8 **If the acquiror or any of its joint actors is a party to an agreement, arrangement or understanding that has the effect of altering, directly or indirectly, the acquiror's economic exposure to the security of the class of securities to which this report relates, describe the material terms of the agreement, arrangement or understanding.**

Not applicable.

#### **Item 4 – Consideration Paid**

- 4.1 **State the value, in Canadian dollars, of any consideration paid or received per security and in total.**

CTC, indirectly through the Selling Unitholder, received C\$14.25 per Unit, for aggregate gross proceeds of \$150,052,500.

- 4.2 **In the case of a transaction or other occurrence that did not take place on a stock exchange or other market that represents a published market for the securities, including an issuance from treasury, disclose the nature and value, in Canadian dollars, of the consideration paid or received by the acquiror.**

See Item 4.1.

- 4.3 **If the securities were acquired or disposed of other than by purchase or sale, describe the method of acquisition or disposition.**

Not applicable.

#### **Item 5 – Purpose of the Transaction**

**State the purpose or purposes of the acquiror and any joint actors for the acquisition or disposition of securities of the reporting issuer. Describe any plans or future intentions which the acquiror and any joint actors may have which relate to or would result in any of the following: (a) the acquisition of additional securities of the reporting issuer, or the disposition of securities of the reporting issuer; (b) a corporate transaction, such as a merger, reorganization or liquidation, involving the reporting issuer or any of its subsidiaries; (c) a sale or transfer of a material amount of the assets of the reporting issuer or any of its subsidiaries; (d) a change in the board of**

**directors or management of the reporting issuer, including any plans or intentions to change the number or term of directors or to fill any existing vacancy on the board; (e) a material change in the present capitalization or dividend policy of the reporting issuer; (f) a material change in the reporting issuer's business or corporate structure; (g) a change in the reporting issuer's charter, bylaws or similar instruments or another action which might impede the acquisition of control of the reporting issuer by any person or company; (h) a class of securities of the reporting issuer being delisted from, or ceasing to be authorized to be quoted on, a marketplace; (i) the issuer ceasing to be a reporting issuer in any jurisdiction of Canada; (j) a solicitation of proxies from securityholders; (k) an action similar to any of those enumerated above.**

The purpose of the indirect disposition of Units by CTC was to raise proceeds to support the continued investment in its business, including recently completed acquisitions, and for general corporate purposes. CTC and its affiliates may from time to time acquire additional securities, or dispose of securities of the REIT and entities controlled by the REIT (whether in connection with property acquisition transactions or otherwise). CTC intends to remain the majority unitholder of the REIT over the long-term.

#### **Item 6 – Agreements, Arrangements, Commitments or Understandings With Respect to Securities of the Reporting Issuer**

**Describe the material terms of any agreements, arrangements, commitments or understandings between the acquiror and a joint actor and among those persons and any person with respect to securities of the class of securities to which this report relates, including but not limited to the transfer or the voting of any of the securities, finder's fees, joint ventures, loan or option arrangements, guarantees of profits, division of profits or loss, or the giving or withholding of proxies. Include such information for any of the securities that are pledged or otherwise subject to a contingency, the occurrence of which would give another person voting power or investment power over such securities, except that disclosure of standard default and similar provisions contained in loan agreements need not be included.**

Pursuant to the REIT's declaration of trust, CTC (together with certain affiliates) has the exclusive right to nominate to the REIT's board of trustees between one and four trustees depending on the size of the board and CTC's effective interest in the REIT, on a fully-diluted basis. In addition, the REIT's declaration of trust provides that for so long as CTC directly or indirectly holds a majority effective interest in the REIT, subject to certain exceptions, the REIT may not undertake without the prior written consent of CTC: (i) any material acquisition, disposition or development; (ii) any financings (debt or equity), re-financings or similar transactions; (iii) any direct or indirect granting of security over any assets of the REIT or any related entity; or (iv) the replacement of the Chief Executive Officer of the REIT.

Under the Underwriting Agreement, the Selling Unitholder and the REIT have agreed that it will not, without the prior written consent of CIBC World Markets Inc., RBC Dominion Securities Inc. and BMO Nesbitt Burns Inc., as joint bookrunners on behalf of the Underwriters, such consent not to be unreasonably withheld or delayed, create, issue or sell (or agree or announce any such agreement to create, issue or sell), directly or indirectly, any Units or other securities convertible into or exchangeable for Units, or otherwise lend, transfer, assign, pledge or dispose of (including without limitation by making any short sale, engaging in any hedging, monetization or derivative transaction or entering into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of Units or other securities or securities convertible into, exchangeable for, or otherwise exercisable into Units or other securities whether or not cash settled) for the period up to and including 90 days after the closing of the Offering, except, in the case of the Selling Unitholder, in respect of: (a) transfers to affiliates of the Selling Unitholder, or any company, trust or other entity owned by or maintained for the benefit of the

Selling Unitholder, as applicable; provided, in respect of (a), any such transferee shall first execute a lock up agreement in substantially the same form agreed to with the Underwriters covering the remainder of the applicable lock-up period; (b) transfers made pursuant to a bona fide takeover bid made to all holders of voting securities of the REIT or similar acquisition or merger transaction, provided that in the event that the take-over or acquisition or merger transaction is not completed, any Units shall remain subject to the restrictions contained in the undertaking; and (c) transfers to any nominee or custodian where there is no change in beneficial ownership; and, in the case of the REIT, in respect of (d) grants of restricted units or deferred units pursuant to the REIT's existing restricted unit plan and deferred unit plan, respectively, (e) upon exercise of any outstanding securities convertible into or exchangeable for Units, including deferred units, restricted units and the Class B LP Units, (f) through the REIT's existing dividend reinvestment plan, and (g) as consideration for the acquisition of property or assets, as applicable.

#### **Item 7 – Change in Material Fact**

**If applicable, describe any change in a material fact set out in a previous report filed by the acquiror under the early warning requirements or Part 4 in respect of the reporting issuer's securities.**

None.

#### **Item 8 – Exemption**

**If the acquiror relies on an exemption from requirements in securities legislation applicable to formal bids for the transaction, state the exemption being relied on and describe the facts supporting that reliance.**

None.

#### **Item 9 – Certification**

I, as the acquiror, certify, or I, as the agent filing this report on behalf of an acquiror, certify to the best of my knowledge, information and belief, that the statements made in this report are true and complete in every respect.

**Dated** as of the 19<sup>th</sup> day of September, 2019.

**CANADIAN TIRE CORPORATION,  
LIMITED**

By: (signed) "James Christie"

Name: James Christie

Title: Executive Vice President and General Counsel