

2. USE

2.1 The City will not use nor permit the use of any portion of the ROFR Lands, for a period not to exceed twenty (20) years from the date of this Agreement, for the purpose of:

- (a) a store selling automotive parts or supplies;
- (b) an automobile service station, car wash, a gas bar or an energy dispensing station (such as, by way of example but without limitation, a fuel or recharging station or facility);
- (c) a sporting goods store;
- (d) a home improvement or hardware store, such as but not limited to Home Depot, Lowes, RONA, Home Hardware, ACE, True Value, Pro Hardware or variations of any of the foregoing;
- (e) a plumbing supply store;
- (f) an electrical lighting or supply store;
- (g) a paint and wallpaper store;
- (h) a horticultural nursery or garden centre supply store facility;
- (i) the sale of pet food, pet accessories and pet products;
- (j) an automobile rental agency that has no more than six (6) cars parked on the ROFR Lands and available for rent;
- (k) a store having as its principal business, the sale of work wear apparel, work boots, uniforms, and safety footwear, or any of the foregoing;
- (l) the sale or provision of any merchandise, products or services usually sold or provided at any of the establishments described in items (a) through (j) above, including without limitation, any automotive parts or supplies, sporting goods and/or sportswear ancillary thereto, hardware, plumbing supplies, electrical or lighting supplies, building supplies, paint and wallpaper, gardening supplies, plants and other items typically sold at a horticultural nursery or garden centre, automobile rentals, and any work wear apparel, work boots, uniforms, and safety footwear;
- (m) carrying on the business (whether such business is the principal or primary business or is incidental or supplementary to the principal or primary business of the owner, tenant, occupier, licensee of the ROFR Lands of a food supermarket or green grocer offering for sale food for off premises consumption, and/or a pharmaceutical dispensary (also known as pharmacy or drugstore) by way of example only "Safeway", "Sobeys", "Loblaws", "Superstore", "Shopper's Drug Mart", "London Drugs" and "Rexall";

- (n) a cinema or theatre;
- (o) a bowling alley;
- (p) a billiard or pool parlour;
- (q) a bingo hall;
- (r) an entertainment centre or video game arcade or any other place of recreation or amusement within 300 feet of any property line;
- (s) a night club;
- (t) an off track betting establishment;
- (u) the sale of second hand goods, insurance salvage stock, fire sale stock, or bankruptcy stock;
- (v) an auction, bulk sale, liquidation sale, "going out of business" or bankruptcy sale;
- (w) payday advance services;
- (x) a house of worship;
- (y) an adult entertainment centre, strip club or adult book store;
- (z) a store selling legalized marijuana; or
- (aa) any other use which creates strong, unusual or offensive odours, fumes, dust or vapours, is a public or private nuisance, emits noise or sounds which are objectionable due to intermittence, beat, frequency, shrillness or loudness, or creates fires, explosive or other hazards. Excepting, however, agricultural, such as the annual fair and recreational operations, such as annual midway, or other events currently or traditionally carried on by the Moose Jaw Exhibition Company Limited.

2.2 In the event that CTREL has not acquired the ROFR Lands and a minimum of two (2) years have passed since a "Canadian Tire" store has opened and is operating on the CTREL Lands then notwithstanding the restriction above in 2.1(1), any portion of the ROFR Lands shall be permitted to be used for the purposes of the use set out in 2.1(1).

3. MISCELLANEOUS

3.1 The provisions of this Agreement are restrictive covenants encumbering the ROFR Lands for the benefit of the CTREL Lands, and shall enure to the benefit of and be binding upon each owner from time to time of the respective lands and any mortgagee while in possession of any part or all of such lands.