FORM OF LOCK UP AGREEMENT

THIS LOCK-UP AGREEMENT (this **"Agreement"**) dated May 8, 2011 between Canadian Tire Corporation, Limited (the "**Parent**"), a corporation governed the laws of the Province of Ontario, FGL AcquisitionCo Limited (the **"Offeror"**), a corporation governed by the laws of the Province of Alberta, and ●, an individual resident in the Province of ● (the **"Seller"**).

WHEREAS:

A. The Parent and the Offeror are concurrently herewith entering into an acquisition support agreement (as the same may be amended, modified or supplemented from time to time, the **"Acquisition Support Agreement"**) with The Forzani Group Limited (the "**Company**"), which provides for, among other things, the Offer by the Offeror;

B. The Seller is the registered and/or direct or indirect beneficial owner of, or exercises control or direction over, the issued and outstanding Common Shares and options to acquire Common Shares ("**Options**"), as described more particularly in Appendix I hereto;

C. This Agreement sets out the terms and conditions of the Seller's agreement to (i) support the Offer, (ii) exercise all Options (other than out-of-the money Options) presently or subsequently legally or beneficially owned by the Seller, or over which the Seller exercises control or direction, (iii) deposit or cause to be deposited irrevocably under the Offer all Common Shares presently legally or beneficially owned by the Seller, or over which the Seller exercises control or direction, and all Common Shares subsequently legally or beneficially acquired by the Seller or over which the Seller will have control or direction, including Common Shares acquired upon exercise of Options (collectively, the **"Seller's Securities"**), and (iv) surrender for cancellation all out-of-the-money Options on the terms set forth herein;

D. The Parent is relying on the covenants, representations and warranties of the Seller set forth in this Agreement in connection with their execution and delivery of the Acquisition Support Agreement; and

E. Capitalized terms used herein but not otherwise defined herein have the meanings ascribed to such terms in the Acquisition Support Agreement.

NOW THEREFORE in consideration of the Parent causing the Offeror to make the Offer and guaranteeing its obligations pursuant thereto, and the premises and covenants and agreements herein contained, the Parent and the Seller agree as follows:

ARTICLE 1
OFFER

1.1 Offer for Common Shares

The Parent and Offeror will publicly announce their intention to make the Offer and make the Offer on the terms and subject to the conditions set out in the Acquisition Support Agreement.

1.2 Take-Up and Payment

Provided all conditions to the Offer set out in Schedule A to the Acquisition Support Agreement have been satisfied or waived prior to the Expiry Time, the Offeror will take up and pay for all the Common Shares deposited under the Offer as soon as reasonably possible and in any event not later than three (3) Business Days following the time at which it first becomes entitled to take up such securities under the Offer pursuant to applicable Laws. The obligation of the Offeror to take up and pay for the Common Shares under the Offer shall not be subject to any conditions except those conditions set out in Schedule A to the Acquisition Support Agreement.

1.3 Conditions

The conditions to the making of the Offer are set out in Section 2.2 of the Acquisition Support Agreement and the conditions of the Offer are set out in Schedule A to the Acquisition Support Agreement. All such conditions are for the sole benefit of the Parent and Offeror and the Parent and Offeror may, in their sole discretion, modify or waive any such term or condition, subject to the terms of the Acquisition Support Agreement.

ARTICLE 2
REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties of the Seller

The Seller represents and warrants to and in favour of the Parent as follows as at the date hereof and immediately prior to the time at which the Seller's Securities are taken up and paid for under the Offer, and acknowledges that the Parent is relying upon such representations and warranties in connection with the entry into of this Agreement by the Parent:

(a) **Ownership, etc.** The Seller (i) is the legal and beneficial owner of, or (ii) exercises control and direction over (but is not the holder of record of), all of the Seller's Securities. The only securities of the Company legally or beneficially owned by the Seller, or over which the Seller exercises control or direction at the date hereof, including securities which by their terms are exercisable, convertible or exchangeable for Common Shares, are those listed on Appendix I to this Agreement. For greater certainty the term **"Seller's Securities"** as used herein, includes the Common Shares and Options listed on Appendix I and Common Shares into which such Options may be converted through the exercise thereof in accordance with their terms. Except for the securities set out in Appendix I, the Seller has no agreement or option, or right or privilege (whether by Law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase or acquisition by the Seller or transfer to the Seller of additional securities of the Company (other than any agreements or amendments that the Seller may enter into to facilitate the exercise, cancellation or surrender of its Options, if any, as contemplated under the Acquisition Support Agreement).

(b) **Good Title.** The Common Shares included in the Seller's Securities, together with any Common Shares issued on exercise of the Options included in the Seller's Securities, will be transferred to and acquired by the Offeror pursuant to the Offer with good and marketable title, free and clear of any and all Liens. The Seller's Securities are not subject to any securityholders' agreement, voting trust or similar agreement or any right or privilege (whether by Law, pre-emptive or contractual) capable of becoming a securityholders' agreement, voting trust or other agreement affecting the Seller's Securities or the ability of the Seller (or, after the acquisition of the Common Shares, including the Common Shares issued on exercise of the Options included in the Seller's Securities, by the Offeror pursuant to the Offer, the Offeror) to exercise all ownership rights thereto, including the voting of any Seller's Securities.

(c) **No Agreements.** No Person has any agreement or option, or any right or privilege (whether by Law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase, requisition or transfer from the Seller, or any registered holder of Seller's Securities or any other Person, of any of the Seller's Securities, or any interest therein or right thereto, except pursuant to this Agreement.

(d) **No Proceeding Pending.** There is no claim, action, lawsuit, arbitration, mediation or other proceeding to which the Seller is a party or in respect of which it has been served written notice, or to the Seller's actual knowledge, pending or threatened against the Seller, that relates or could relate to this Agreement or otherwise materially impairs or would reasonably be expected to materially impair the ability of the Seller to consummate the transactions contemplated hereby or the title of the Seller to any of the Seller's Securities.

(e) **Consents.** There is no requirement of the Seller to make any filing with, give any notice to, or obtain any permit, licence, sanction, ruling, order, exemption or consent, approval or waiver of, any Governmental Entity or other Person as a condition to the lawful completion of the Contemplated Transactions or the execution and delivery by the Seller and enforcement against the Seller of this Agreement.

(f) **Non-Contravention.** The execution of this Agreement and the performance by the Seller of its obligations hereunder does not (and would not with the giving of notice, the lapse of time or the happening of any other event or condition) result in a breach or a violation of, or conflict with in any manner, or allow any other Person to exercise any rights under any of the terms or provisions of any agreement, contract or indenture to which the Seller is a party or by which the Seller's property or the Seller's Securities are bound, and will not result in the violation by the Seller of any Laws.

(g) **Sophisticated Seller.** The Seller has independently and without reliance upon the Parent or Offeror, and based on such information as the Seller has deemed appropriate, made its own analysis and decision to enter into this Agreement. The Seller acknowledges that neither the Parent nor the Offeror has made and neither makes any representation or warranty, whether express or implied, of any kind or character except as expressly set forth in this Agreement.

(h) **Execution and Delivery.** This Agreement has been duly executed and delivered by the Seller and constitutes a legal, valid and binding obligation of the Seller enforceable against it in accordance with its terms except as the enforceability thereof may be limited by (i) bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditor's rights generally, (ii) general equitable principles or (iii) limitations under applicable Laws in respect of rights of indemnity, contribution and waiver of contribution.

2.2 Representations and Warranties of the Parent

The Parent represents and warrants, on its own behalf and on behalf of the Offeror, in favour of the Seller as follows as at the date hereof and immediately prior to the time at which the Common Shares included in the Seller's Securities are taken up and paid for under the Offer, and acknowledges that the Seller is relying upon these representations and warranties in connection with the entry into of this Agreement by the Seller:

(a) **Existence and Authorization.** Each of the Parent and Offeror is validly existing under the laws of its jurisdiction of incorporation and has the requisite power and authority to enter into this Agreement and to perform its respective obligations hereunder and under the Acquisition Support Agreement.

(b) **Execution and Delivery.** This Agreement has been duly executed and delivered by the Parent and constitutes a legal, valid and binding obligation, enforceable by the Seller against the Parent in accordance with its terms, except as the enforceability thereof may be limited by (i) bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditor's rights generally, (ii) general equitable principles or (iii) limitations under applicable Laws in respect of rights of indemnity, contribution and waiver of contribution.

(c) **Non-Contravention.** This Agreement does not (and would not with the giving of notice, the lapse of time or the happening of any other consent or condition) result in a breach or violation of, or conflict with in any manner, or allow any other Person to exercise any rights under any of the terms or provisions of the constating documents and/or by-laws of either the Parent or Offeror or any agreement, contract or indenture to which either is a party or by which either or any of their respective property or assets is bound and will not result in the violation by the Parent or Offeror of any Laws.

(d) **Sufficient Funds.** The Offeror has sufficient funds, or adequate arrangements (in compliance with applicable Securities Laws) for financing are in place, to ensure that it will have sufficient funds, to pay the purchase price under the Offer in respect of all of the outstanding Common Shares.

ARTICLE 3
COVENANTS OF THE SELLER

3.1 General

The Seller covenants that from the date hereof until the termination of this Agreement pursuant to Article 5, the Seller will, subject to Section 3.2:

(a) not, directly or indirectly, (i) solicit, initiate, encourage or facilitate (including by way of furnishing information or entering into any form of agreement, arrangement or understanding) any inquiries or proposals whatsoever that could reasonably be expected to constitute an Acquisition Proposal, (ii) participate in any discussions or negotiations with any Person (other than the Parent or Offeror, any of their Affiliates or its or their Representatives) regarding an Acquisition Proposal, (iii) approve, accept, endorse or recommend, or propose publicly to accept, approve, endorse or recommend, any Acquisition Proposal; (iv) provide any confidential information relating to the Company to any Person or group in connection with any Acquisition Proposal, or (v) accept or enter into or publicly propose to accept or enter into, any agreement, understanding or arrangement or other contract in respect of an Acquisition Proposal or (vi) otherwise cooperate in any way with any effort or attempt by any other Person or group to do or seek to do any of the foregoing;

(b) immediately cease and cause to be terminated any solicitation, encouragement, discussion or negotiation with any Persons (other than the Parent or Offeror and their Representatives) conducted heretofore by the Company, its subsidiaries or its or their Representatives with respect to any potential Acquisition Proposal and, in connection therewith, not establish or allow access to any of the Company's confidential information, or any data room, virtual or otherwise;

(c) except to the extent that the Company provides notice in accordance with the Acquisition Support Agreement, promptly notify the Parent and Offeror of any Acquisition Proposal of which the Seller or, to the knowledge of the Seller, any of its representatives or agents, directly or indirectly, becomes aware or any discussions or negotiations with the Company or its Representatives in respect thereof or request for non-public information relating to the Company or any of its Affiliates; such notification shall be made orally and in writing and shall include a description of the material terms and conditions of any such Acquisition Proposal;

(d) not grant an option on, sell, transfer, pledge, encumber, grant any Lien on or otherwise convey or enter into any forward sale, repurchase agreement or other monetization transaction with respect to any of the Seller’s Securities, or any right or interest therein (legal or equitable), to any Person or group (except to the Parent or Offeror or any of their Affiliates) or agree to do any of the foregoing;

(e) not grant or agree to grant any proxy, power of attorney or other right to vote the Seller’s Securities, or enter into any voting agreement, voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of securityholders or give consents or approval of any kind with respect to any of the Seller's Securities;

(f) not requisition or join in any requisition of any meeting of holders of Common Shares;

(g) not take any other action of any kind, directly or indirectly, which might reasonably be regarded as likely to reduce the success of, or delay or interfere with the completion of, the Offer and the other transactions contemplated by this Agreement;

(h) not vote or cause to be voted any of the Seller's Securities or support any proposed action by the Company or its Shareholders or Affiliates or any other Person or group in a manner that is intended to or would reasonably be regarded as likely to prevent, impede, delay, interfere, postpone or discourage the successful completion of the Offer or any other transaction contemplated by this Agreement;

(i) support the Offer as promptly as practicable as reasonably required by the Company, the Parent or the Offeror;

(j) not do indirectly that which it may not do directly in respect of the restrictions on its rights with respect to the Seller's Securities pursuant to this Article 3;

(k) not commence or participate in, and shall, and hereby agrees to, take all actions necessary to opt out of any class in any class action with respect to, any claim, derivative or otherwise, against the Company, the Parent or the Offeror or any of their subsidiaries (or any of their respective successors) relating to the negotiation, execution and delivery of the Acquisition Support Agreement;

(l) agree with the Company, the Parent and the Offeror to terminate and cancel any Options not otherwise exercised by the Seller prior to the Take-Up Date and having an exercise price in excess of the Offer Price in accordance with section 2.11 of the Acquisition Support Agreement for consideration of no more than \$0.05 per Common Share issuable on exercise of such Options in accordance with their terms; and

(m) execute any and all documents and perform any and all commercially reasonable acts required by this Agreement to satisfy all of its obligations hereunder.

3.2 Acknowledgement

The Parent acknowledges and agrees that the Seller is bound hereunder solely in his or her capacity as a Shareholder and that the provisions hereof shall not be deemed or interpreted to bind the Seller in his or her capacity as a director, officer or employee of the Company. For the avoidance of doubt, nothing in this Agreement shall limit any Person from fulfilling his or her fiduciary duties as a director or officer of the Company.

3.3 Alternative Transaction

If the Parent and Offeror conclude after the date of this Agreement that it is necessary or desirable to proceed with an Alternative Transaction in accordance with the provisions of the Acquisition Support Agreement, then the Seller irrevocably covenants to support the completion of such Alternative Transaction, including, if applicable, by voting the Seller's Securities in favour of any resolution or resolutions approving such Alternative Transaction; provided that the Company has determined that such Alternative Transaction would not result in a delay or time to completion materially longer than the Contemplated Transactions and is otherwise not materially prejudicial to the Shareholders (including materially prejudicial income tax consequences). In the event of any proposed Alternative Transaction, the references in this Agreement to the Offer shall be deemed to be changed to "Alternative Transaction" and all terms, covenants, representations and warranties of this Agreement shall be and shall be deemed to have been made in the context of the Alternative Transaction.

ARTICLE 4
DEPOSIT AND NON-WITHDRAWAL

4.1 Deposit

The Seller irrevocably and unconditionally agrees to deposit or cause to be deposited with the depositary under the Offer:

(a) all of the Seller's Securities (other than Options included in the Seller's Securities and Common Shares issuable upon the exercise of such Options, which Common Shares shall be deposited in accordance with Section 4.1(b)), not earlier than two (2) Business Days after the Offer has been made and in any event on or before the twentieth (20^{th}) Business Day after the date of the Offer; and

(b) unless otherwise consented to by the Parent, all Common Shares issuable upon the exercise of all Options included in the Seller's Securities in accordance with Section 2.10 of the Acquisition Support Agreement;

together with all duly completed and executed letters of transmittal (as applicable) under the Offer.

4.2 Non-Withdrawal

Except as otherwise provided in this Agreement, the Seller irrevocably and unconditionally agrees that, except with the prior written consent of the Parent, neither it nor any Person or entity acting on its behalf will withdraw or take any action to withdraw any of the Seller's Securities deposited under the Offer in accordance with Section 4.1 notwithstanding any statutory rights or other rights under the terms of the Offer or otherwise that it may have unless this Agreement is terminated in accordance with its terms prior to the taking up of the Common Shares included in the Seller's Securities under the Offer.

ARTICLE 5
TERMINATION OF AGREEMENT

5.1 Termination

This Agreement may be terminated:

(a) at any time upon the written agreement of the Parent and the Seller;

(b) by the Parent by written notice to the Seller if the Seller is in material breach of any representation, warranty or covenant of the Seller contained herein; or

(c) by the Seller upon written notice to the Parent if:

(i) the Offeror has not mailed the Offer Documents by the Latest Mailing Time; and

(ii) the Parent is in material breach of any representation, warranty or covenant of the Offeror contained herein.

This Agreement shall be automatically terminated if (a) the Acquisition Support Agreement is terminated in accordance with its terms, or (b) the Offer has been terminated, withdrawn or expired or the Outside Date has occurred, in each case without the Common Shares tendered thereunder having been taken up and paid for by the Offeror.

5.2 Effect of Termination

If this Agreement is terminated pursuant to Article 5, there shall be no liability or further obligation on the part of any party hereto; provided that nothing in this Section 5.2 shall release the parties to this Agreement of liability for breach of any representation, warranty or covenant of this Agreement occurring prior to the termination hereof.

ARTICLE 6
GENERAL

6.1 Disclosure

Except as required by Laws or applicable stock exchange requirements, the Seller shall not make any public announcement or statement with respect to the Offer or this Agreement without the prior approval of the Parent. Moreover, in any event, the Seller agrees to provide prior notice to the Parent of any public announcement by the Seller relating to the Offer or this Agreement and agrees to consult with the Parent prior to issuing such public announcement. The Seller consents to the Parent disclosing the existence of this Agreement in any press release or other public disclosure document and consents to a copy of this Agreement being provided to the Company and filed on, or submitted to, the System for Electronic Document Analysis and Retrieval ("**SEDAR**") in Canada on or following the date hereof. The Seller acknowledges and agrees that a summary of this Agreement and the negotiations leading to its execution and delivery will appear in the Bid Circular, in the Directors' Circular and/or in any other public disclosure document required by applicable Securities Laws in connection with any Alternative Transaction.

6.2 Withholding

The Seller acknowledges that the Company (and the Parent or Offeror, as applicable) shall withhold and remit to the relevant Governmental Entity any amounts necessary in compliance with applicable Law and in connection therewith may withhold such number of Common Shares otherwise issuable on the exercise of Options, as may be necessary to satisfy the Company's withholding obligations under applicable Law.

6.3 Further Assurances

Each of the parties hereto will, from time to time, promptly execute and deliver all such further documents and instruments and do all acts and things as the other party may reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.

6.4 Assignment

Except as expressly permitted by the terms hereof, neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by either of the parties hereto without the prior express written consent of the other party. Notwithstanding the foregoing provisions of this Section 6.4, the Parent may assign all or any part of its rights or obligations under this Agreement to a wholly-owned Affiliate of the Parent, provided that if such assignment takes place, the Parent shall continue to be liable to the Seller for any default in performance by the assignee.

6.5 Time

Time shall be of the essence of this Agreement.

6.6 Currency

All sums of money referred to in this Agreement shall mean Canadian funds.

6.7 Governing Law

This Agreement shall be governed, including as to validity, interpretation and effect, by the laws of the Province of Ontario and the federal laws of Canada applicable therein, and shall be construed and treated in all respects as an Ontario contract. Each of the parties hereby irrevocably attorns to the non-exclusive jurisdiction of the Courts of the Province of Ontario in respect of all matters arising under and in relation to this Agreement.

6.8 Entire Agreement and Schedules

This Agreement, including the Appendix hereto, constitutes and comprises the entire agreement and understanding between the parties hereto with regard to the subject matter hereof and supersedes all prior agreements and undertakings, both written and oral, between the parties with respect to the subject matter hereof. The Appendix hereto shall for all purposes form an integral part of this Agreement. The Seller acknowledges having been provided by the Company, and reviewed, a copy of the Acquisition Support Agreement.

6.9 Amendment

This Agreement may not be modified, amended, altered or supplemented except upon the execution and delivery of a written agreement executed by each of the parties hereto.

6.10 Specific Performance and Injunctions

The Seller recognizes and acknowledges that this Agreement is an integral part of the transactions contemplated in the Offer and that the Parent and Offeror would not contemplate making the Offer unless this Agreement was executed, and that a breach by the Seller of any covenants or other commitments or obligations contained in the Agreement will cause the Parent and Offeror to sustain injury for which they would not have an adequate remedy at Law for money damages. Therefore, each of the parties hereto agrees that, in the event of such breach, the Parent will be entitled to the remedy of specific performance of such obligation and preliminary and permanent injunctive and other equitable relief in addition to any other remedy to which it may be entitled, at Law or in equity, and the Seller further agrees to waive any requirement for the security or posting of any bond in connection with the obtaining of any such injunctive or other equitable relief. Such remedies will not be exclusive remedies for any breach of this Agreement but will be in addition to any other remedy to which the Offeror may be entitled, at Law or in equity.

6.11 Common Shares

References to **"Common Shares"** and **"Seller's Securities"** include any securities into which the Common Shares may be reclassified, subdivided, consolidated or converted and any rights and benefits arising therefrom, including any distributions of securities which may be declared in respect of such securities.

6.12 Headings, etc.

The division of this Agreement into Articles and sections and the insertion of headings are for convenient reference only and do not affect its interpretation.

6.13 Notices

Any notice, consent, waiver, direction or other communication required or permitted to be given under this Agreement by a Party shall be in writing and may be given by delivering same or sending same by facsimile transmission or by delivery addressed to the Party to which the notice is to be given at its address for service herein. Any notice, consent, waiver, direction or other communication aforesaid shall, if delivered, be deemed to have been given and received on the date on which it was delivered to the address provided herein (if a Business Day, if not, then the next succeeding Business Day, in the place of receipt) and if sent by facsimile transmission be deemed to have been given and received at the time of receipt (if a Business Day, if not, then the next succeeding Business Day) unless actually received after 5:00 p.m. (local time in the place of receipt) at the point of receipt in which case it shall be deemed to have been given and received on the next Business Day.

The address for service for each of the parties hereto shall be as follows:

(i) if to the Seller, at the address or facsimile number set out in Appendix I

with a copy (which shall not constitute notice) to:

Blake, Cassels & Graydon LLP
3500, 855-2nd Street S.W.
Calgary, AB T2P 4J8

Attention: Pat Finnerty/Ross Bentley
Facsimile: (403) 260-9700

(ii) if to the Parent:

Canadian Tire Corporation, Limited
2180 Yonge Street
Toronto, ON M4P 2V8

Attention: Chief Executive Officer
Facsimile: (416) 480-3107

with a copy (which shall not constitute notice) to:

Goodmans LLP
Suite 3400, 333 Bay Street
Toronto, ON M5H 2S7

Attention: Stephen Halperin/Sheldon Freeman
Facsimile: (416) 979-1234

6.14 Severability

If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any applicable Law, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party hereto. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

6.15 Definitions, Gender and Number

Any reference in this Agreement to gender includes all genders. Words importing the singular number only include the plural and vice versa.

6.16 Benefit of the Agreement

This Agreement shall enure to the benefit of and be binding upon the respective successors and permitted assigns of the parties hereto.

6.17 Expenses

Each of the parties shall bear their own legal, financial advisory and accounting costs and expenses incurred in connection with the preparation, execution and delivery of this Agreement.

6.18 Counterparts

This Agreement may be executed in one or more counterparts which together shall be deemed to constitute one valid and binding agreement, and delivery of the counterparts may be effected by means of facsimile or email transmission.

[Signatures on following page]

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the date first written above.

OFFEROR:

CANADIAN TIRE CORPORATION, LIMITED

Per: ______________________________
Name:
Title:

Per: ______________________________
Name:
Title:

SELLER:

______________________________	______________________________
Witness	Name

APPENDIX I

SELLER'S SECURITIES

NAME: ______________________________
ADDRESS: ______________________________
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FACSIMILE: ______________________________
E-MAIL: ______________________________

APPENDIX I		
	NUMBER OF SECURITIES	EXERCISE PRICE
Common Shares		
Options		

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