Court File No. CV-25-00744295-00CL

2455034 ONTARIO LIMITED PARTNERSHIP
(formerly RioCan-HBC Limited Partnership)

2455034 ONTARIO INC.
(formerly RioCan-HBC General Partner Inc.)

2491815 ONTARIO LIMITED PARTNERSHIP
(formerly HBC YSS 1 Limited Partnership)

2491815 ONTARIO INC.
(formerly HBC YSS 1 LP Inc.)

2491816 ONTARIO LIMITED PARTNERSHIP
(formerly HBC YSS 2 Limited Partnership)

2491816 ONTARIO INC.
(formerly HBC YSS 2 LP Inc.)

2681842 ONTARIO LIMITED PARTNERSHIP
(formerly RioCan-HBC (Ottawa) Limited Partnership)

2681845 ONTARIO INC.,
(formerly RioCan-HBC (Ottawa) Holdings Inc.)

2681842 ONTARIO INC.
(formerly RioCan-HBC (Ottawa) GP, Inc.)

FOURTH REPORT OF FTI CONSULTING CANADA INC.,
IN ITS CAPACITY AS COURT-APPOINTED RECEIVER AND MANAGER

September 24, 2025

Court File No.: CV-25-00744295-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

BETWEEN

RIOCAN REAL ESTATE INVESTMENT TRUST, RIOCAN HOLDINGS INC., RIOCAN HOLDINGS (OAKVILLE PLACE) INC., RIOCAN PROPERTY SERVICES TRUST, RC HOLDINGS II LP, RC NA GP 2 TRUST and RIOCAN FINANCIAL SERVICES LIMITED

Applicants

-and-

2455034 ONTARIO LIMITED PARTNERSHIP, 2455034 ONTARIO INC., 2491815 ONTARIO LIMITED PARTNERSHIP, 2491815 ONTARIO INC., 2491816 ONTARIO LIMITED PARTNERSHIP, 2491816 ONTARIO INC., 2681842 ONTARIO LIMITED PARTNERSHIP, 2681845 ONTARIO INC., 2681842 ONTARIO INC.

Respondents

IN THE MATTER OF AN APPLICATION UNDER SECTION 243(1) OF THE BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, c. B-3, AS AMENDED; and SECTION 101 OF THE COURTS OF JUSTICE ACT, R.S.O. 1990, c. C.43, AS AMENDED

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APPENDIX:

INTRODUCTION

1. Pursuant to the Order of the Honourable Mr. Justice Osborne (the "**Receivership Order**") of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated and effective June 3, 2025, FTI Consulting Canada Inc. was appointed as receiver and manager (the "**Receiver**") without security of all of the assets, undertakings and properties of RioCan-HBC Limited Partnership ("**RC-HBC LP**"), RioCan-HBC General Partner Inc., HBC YSS 1 Limited Partnership, HBC YSS 1 LP Inc., HBC YSS 2 Limited Partnership, HBC YSS 2 LP Inc., RioCan-HBC Ottawa Limited Partnership, RioCan-HBC (Ottawa) Holdings Inc., and RioCan-HBC (Ottawa) GP, Inc. (collectively, the "**JV Entities**", and each individually, a "**JV Entity**") acquired for, or used in relation to a business carried on by the JV Entities, including, among other things, five leasehold interests (the "**Leasehold Interests**").[1]

2. A copy of the Receivership Order is attached as **Appendix "A"**.

3. The purpose of this Fourth Report of the Receiver (the "**Fourth Report**") is to provide the Court with (i) information, and (ii) the Receiver's comments and recommendations, regarding the Receiver's motion for an order (the "**Lease Surrender Approval Order**") seeking:

   (a) approval of a lease surrender transaction (the "**Lease Surrender Transaction**") relating to the Leasehold Interests at CF Carrefour Laval in Laval, Quebec, ("**Laval**") and CF Promenades St. Bruno, in Saint-Bruno-de-Montarville, Quebec ("**St. Bruno**" and, with Laval, the "**Lease Assets**"); and

   (b) sealing of certain confidential information on a limited basis with respect to the Lease Surrender Transaction.

[1] The names of the JV Entities have now changed to 2455034 Ontario Limited Partnership (formerly RioCan-HBC Limited Partnership), 2455034 Ontario Inc. (formerly RioCan-HBC General Partner Inc.), 2491815 Ontario Limited Partnership (formerly HBC YSS 1 Limited Partnership), 2491815 Ontario Inc. (formerly HBC YSS 1 LP Inc.) 2491816 Ontario Limited Partnership (formerly HBC YSS 2 Limited Partnership), 2491816 Ontario Inc. (formerly HBC YSS 2 LP Inc.), 2681842 Ontario Limited Partnership (formerly RioCan-HBC (Ottawa) Limited Partnership), 2681845 Ontario Inc. (formerly RioCan-HBC (Ottawa) Holdings Inc.), 2681842 Ontario Inc. (formerly RioCan-HBC (Ottawa) GP, Inc.)

TERMS OF REFERENCE AND DISCLAIMER

4. In preparing the Fourth Report, the Receiver has relied upon audited and unaudited financial information provided by the JV Entities, including their books and records, financial information, forecasts and analysis, and discussions with and information provided by various parties including the employees of 1242939 B.C. ULC (formerly Hudson's Bay Company ULC / Compagnie De la Baie D'Hudson SRI) and related entities (collectively, "**HBC**") who managed the JV Entities, RioCan Real Estate Investment Trust ("**RioCan**") and its advisors, Alvarez & Marsal Canada Inc. as court-appointed monitor of HBC (the "**CCAA Monitor**") in its proceedings under the *Companies' Creditors Arrangement Act* (the "**CCAA**", and such proceedings being the "**CCAA Proceedings**"), Oberfeld Snowcap as HBC's lease monetization process broker ("**Oberfeld**"), and HBC's legal and financial advisors (collectively, the "**Information**").

5. Except as otherwise described in the Fourth Report:

   (a) the Receiver has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would comply with Canadian Auditing Standards pursuant to the Chartered Professional Accountants of Canada Handbook (the "**Handbook**") and, accordingly, the Receiver expresses no opinion or other form of assurance in respect of the Information; and

   (b) the Receiver has not examined or reviewed any financial forecasts or projections referred to in the Fourth Report in a manner that would comply with the procedures described in the Handbook.

6. Future-oriented financial information reported in or relied on in preparing the Fourth Report is based on assumptions regarding future events. Actual results will vary from these forecasts and such variations may be material.

7. The Receiver has prepared the Fourth Report in connection with the stated purpose above. The Fourth Report should not be relied on for any other purpose.

8. Unless otherwise stated, all monetary amounts contained herein are expressed in Canadian Dollars.

LAVAL AND ST. BRUNO

9. Prior to the cessation of operations, HBC operated retail locations at Laval and St. Bruno under sublease arrangements with nominees (as described below) of RC-HBC LP pursuant to Amended and Restated Lease Agreements dated June 29, 2015. Copies of the Amended and Restated Lease Agreement for Laval (the "**Laval Sublease**") and St. Bruno (the "**St. Bruno Sublease**") are attached as **Appendices "B"** and **"C"**, respectively.

10. The interest of RC-HBC LP in Laval and St. Bruno are created and governed by a Emphyteutic Lease dated April 9, 1973, as amended, in respect of Laval (the "**Laval Head Lease**") and a Emphyteutic Lease dated June 20, 1977 in respect of St. Bruno (the "**St. Bruno Head Lease**" and, together with the Laval Head Lease, the "**Head Leases**"). Copies of the Laval Head Lease and the St. Bruno Head Lease are attached as **Appendices "D"** and **"E"**, respectively.

11. Those interests of RC-HBC LP in the Head Leases are held by 2472598 Ontario Inc. (the "**Laval Nominee**") and 2472596 Ontario Inc. (the "**St. Bruno Nominee**" and, together with the Laval Nominee, the "**Nominees**"), respectively, pursuant to Nominee Agreements dated July 6, 2015 (the "**Nominee Agreements**"). Copies of the Nominee Agreements are attached as **Appendices "F"** and **"G"**.

12. The Nominees are both subsidiaries of HBC and debtor companies in the CCAA Proceedings.

13. Pursuant to the Nominee Agreements:

    (a) the Nominees act as mandatary, prête-nom, and nominee for and on behalf of RC-HBC LP, as registered owner of the relevant head leases, subleases, operating agreements and servitudes at the Lease Assets;

(b) the Nominees hold registered title for RC-HBC LP, and not for themselves, without any right, ownership or interest in the Lease Assets or any proceeds thereof. All attributes of beneficial ownership of the Lease Assets remain with RC-HBC LP;

(c) the Nominees are required to enter into, execute and deliver instruments relating to the Lease Assets solely at the direction of, for, and on behalf of RC-HBC LP; and

(d) when so requested by RC-HBC LP, the Nominees must convey registered title of the Lease Assets or any part or parts thereof to RC-HBC LP or its identified successors or assignees.

SOLICITATION OF INTEREST IN LAVAL AND ST. BRUNO

14. Following its appointment, the Receiver took steps to identify potential transactions for the Leasehold Interests, including Laval and St. Bruno. Such steps included the following;

(a) discussions with the CCAA Monitor, Oberfeld, HBC, and Reflect Advisors regarding steps taken to market these assets in the sale process conducted in the CCAA Proceedings (collectively, the "**HBC Lease Monetization Process**");

(b) reviewing the lists of parties solicited, level of interest received, and understanding of the most recent status of discussions held with potentially interested parties during the HBC Lease Monetization Process;

(c) consultation with landlords of the Leasehold Interests to determine if there was interest in proposing a lease surrender transaction;

(d) identification and solicitation of tenants who may be interested in occupying these spaces; and

(e) reviewing, with the assistance of the Receiver's legal counsel, of the contractual terms governing the Leasehold Interests.

15. Recognizing that these Leasehold Interests were previously the subject of a global marketing process in the CCAA Proceedings, and given occupancy costs were continuing and would continue to accrue on the Leasehold Interests, the Receiver was of the view that a targeted and expedited further marketing approach was appropriate and reasonable in the circumstances.

16. On June 20, 2025, the Receiver delivered correspondence to a list of approximately 15 parties who the Receiver believed would reasonably be interested in the opportunity for the Leasehold Interests, able to utilize the large format store, and could complete a transaction. Offers were requested by July 16, 2025.

17. In parallel, the Receiver requested offers from the applicable landlords for each Leasehold Interest regarding their interest in entering into a surrender or acquisition transaction for these properties.

18. The Receiver received multiple expressions of interest for transactions regarding Laval and St. Bruno. A summary of offers received is attached as **Confidential Appendix "H"** (the "**Confidential Bid Summary**").

19. In reviewing the offers received, the Receiver considered in particular:

    (a) the dollar value of the transaction;

    (b) the anticipated timing of closing;

    (c) any execution risks; and

    (d) transaction conditions.

20. An expedited closing is of material benefit to stakeholders in the circumstances as rent and other expenditures continue to accrue on Laval and St. Bruno at an aggregate amount of approximately $225,000 per month.

21. All expenditures for these properties are being funded through Receiver's borrowings from a syndicate of lenders for which Bank of Montreal is agent, who assert a first-ranking security interest in these locations (the "**Secured Lenders**"). As reported in the Second Report, the total Receiver's borrowings attributable to Laval and St. Bruno as

at the date of the Second Report were approximately $863,000 at Laval and $766,000 at St. Bruno.

22. Following a review of all offers received, based on the factors above, and following consultations with the Secured Lenders, the Receiver determined that the Lease Surrender Transaction proposed by the landlord of Laval and St. Bruno, was the highest and best offer and maximized value.

THE LEASE SURRENDER TRANSACTION

23. The Lease Surrender Transaction is governed by the terms of:

    (a) a Master Agreement for Surrender and Termination of Leases and Related Agreements, dated September 24, 2025 (the "**MSA**") between CF Carrefour Laval Nominee Inc., CF Carrefour Laval Rec Inc., Ontrea Inc. (each by their duly authorized agent The Cadillac Fairview Corporation Limited) (collectively, the "**Landlord Entities**") and the Receiver; and

    (b) a Supplemental Surrender Agreement, dated September 24, 2025, between the Landlord Entities, the Nominees, the Receiver and HBC (the "**Supplemental Surrender Agreement**").

24. The Supplemental Surrender Agreement will be entered into by the Laval Nominee and the St. Bruno Nominee at the request of RC-HBC LP, and in accordance with these terms of the Nominee Agreements to facilitate and give effect to the Lease Surrender Transaction.

25. The MSA sets out the commercial terms as between the Receiver and the Landlord Entities.

26. Set out below is a summary of the material terms of the MSA and the Supplemental Surrender Agreement.

    (a) All rights and obligations of the Receiver, RC-HBC LP and the Nominees (as applicable) for the Leasehold Interests for Laval and St. Bruno will terminate

upon closing of the MSA and the Supplemental Surrender Agreement, in return for a lump sum payment to the Receiver from the Landlord Entities;

(b) The Landlord Entities shall deliver a deposit in the amount of 10% of the transaction consideration, refundable if the transaction does not close other than as a result of a breach by the Landlord Entities;

(c) Both of the Laval and St. Bruno transactions must proceed together;

(d) The parties will grant and receive mutual releases.

(e) All subleases, licensees or other agreements providing a right of occupancy to all or part of Laval or St. Bruno to any third parties, including the Laval Sublease and the St. Bruno Sublease, must be terminated;

(f) All encumbrances related to Laval and St. Bruno shall be discharged from title to Laval and St. Bruno;

(g) The Lease Surrender Transaction is otherwise completed on an 'as is, where is' basis without representations and warranties other than minimal warranties expressly stated in the transaction documents that are customary for transactions of this type in an insolvency context;

(h) The Receiver will have no obligation to repair or otherwise remediate St. Bruno or Laval, other than with respect to the agreed upon obligations for the removal of signage from each of St. Bruno and Laval; and

(i) The transaction will be conditional upon court approval.

27. A redacted copy of the form of MSA, excluding all financial terms, is attached hereto as **Appendix "I"**. A copy of the form of Supplemental Surrender Agreement is attached hereto as **Appendix "J"**.

28. An unredacted copy of the MSA is attached hereto as **Confidential Appendix "K"**.

29. The Laval Sublease and the St. Bruno Sublease must terminate immediately prior to the completion of the Lease Surrender Transaction. HBC, as subtenant, ceased operations at Laval and St. Bruno and is no longer using these locations for any purpose.

HBC, as subtenant, has also not been required to pay rent at these premises during July, August and September. HBC has no objection to the disclaimer of the Laval Sublease and the St. Bruno Sublease (the "**Sublease Disclaimers**"), and the Receiver and HBC wish to proceed with that disclaimer on an expedited basis at this time, without passage of the 30-day notice period prescribed in the *Companies' Creditors Arrangement Act*.

RECOMMENDATION ON LEASE SURRENDER TRANSACTION

30. The Receiver recommends that this Honourable Court approve the Lease Surrender Transaction and has considered the following factors in making such recommendation:

Sufficiency of Efforts to Obtain the Best Price

31. The process to solicit offers for Laval and St. Bruno commenced through the HBC Lease Monetization Process in the CCAA Proceedings. That process was approved by an order of the Court on March 21, 2025 (the "**Lease Monetization Order**"). A copy of the Lease Monetization Order is attached as **Appendix "M"**.

32. The CCAA Monitor reported that Oberfeld, as broker pursuant to the Lease Monetization Process, delivered a teaser letter to approximately 60 potentially interested parties who were identified by Oberfeld based on its market expertise, with input from HBC and the CCAA Monitor. In addition, approximately 407 potentially interested parties were contacted regarding the assets of HBC generally, which included the Leasehold Interests and assets of the JV Entities generally. The CCAA Monitor further reported that approximately 31 parties executed a non-disclosure agreement in the HBC Lease Monetization Process, and approximately 54 parties executed a non-disclosure agreement in the HBC sale processes generally. All parties who signed a non-disclosure agreement were provided with access by HBC and its advisors to an electronic data room to conduct due diligence. The Receiver understands that there were no offers received for Laval and St. Bruno from the global marketing process initiated by HBC.

33. Given the large footprints of the Leasehold Interests, the Receiver focused its efforts in its secondary marketing process by performing a targeted outreach to approximately 15

potentially interested parties including the landlords of the Leasehold Interests, and ultimately generated actionable offers for both Laval and St. Bruno.

34. Accordingly, the Receiver is of the view that the Lease Surrender Transaction for Laval and St. Bruno represent the highest and best transaction available and maximizes value in the circumstances.

Efficacy, Integrity and Fairness of the Sale Process

35. The Receiver believes parties with a potentially executable interest in these assets were provided a reasonable opportunity to participate in the process.

36. The solicitation processes conducted by Oberfeld and Reflect Advisors, with direct oversight from the CCAA Monitor, were approved by the Court and executed accordingly. In the circumstances, the Receiver determined that a targeted and expedited process was reasonable and appropriate in the circumstances. In particular, an expedited process was reasonable and necessary in view of the ongoing costs of maintaining the Leasehold Interests relative to the potential proceeds to be generated from a transaction.

37. The processes conducted pertaining to Laval and St. Bruno were open to all potentially interested parties, and the awareness of the opportunity for HBC's assets generally, including Laval and St. Bruno, was particularly high due to the process being highly publicized both across North America generally and within the commercial real estate industry.

38. All interested parties who approached the Receiver regarding the opportunity to acquire Laval and St. Bruno were given a fair and reasonable opportunity, with relevant supporting diligence information, to submit an offer.

39. The Secured Lenders holding the primary economic interest in Laval and St. Bruno have been funding expenditures at these locations and, accordingly, are well positioned to provide a view on balancing the ongoing costs of maintaining these assets against the

benefits of extending the marketing process. The Secured Lenders support the Lease Surrender Transaction.

40. Accordingly, the Receiver is of the view that the process leading to the Lease Surrender Transaction was fair and appropriate in the circumstances.

Interests Of All Stakeholders

41. The Receiver consulted with and considered the interests of various key stakeholders in Laval and St. Bruno including:

(a) the Secured Lenders who support the transaction;[2]

(b) RioCan, as Applicant in these proceedings, who supports the transaction;

(c) HBC, who is no longer occupying the Laval and St. Bruno premises or paying rent and other occupancy costs at those locations; and

(d) the Laval Nominee and St. Bruno Nominee, whose interests are limited to legal (and not beneficial) title.

42. Based on the Receiver's consultations, the Receiver is of the view that the interests of the stakeholders for Laval and St. Bruno are best served in the circumstances by the Lease Surrender Transaction.

CONFIDENTIAL APPENDICES

43. The Receiver seeks an order sealing the unredacted version of the MSA as well as the Confidential Bid Summary (collectively, the "**Confidential Information**") pending closing of the Lease Surrender Transaction.

44. If the Lease Surrender Transaction does not close, the disclosure of the financial terms of the Lease Surrender Transaction and the terms of other bids submitted would materially prejudice any remarketing process for St. Bruno and Laval.

[2] The secured lenders to the Applicants in the CCAA Proceedings do not hold security over the Lease Assets, which are subject to a separate security interest in favour of the Secured Lenders to RC-HBC LP.

45. There are no alternative measures that would mitigate the risk to the marketing process of public disclosure of the Confidential Information.

46. Aside from the commercially sensitive information, this Fourth Report discloses the material information regarding the proposed Lease Surrender Transaction, and the Receiver believes this is reasonable and sufficient in the circumstances for stakeholders to consider, understand and respond to the motion to approve the Lease Surrender Transaction.

47. The Secured Lenders, as the parties with the economic interest in Laval and St. Bruno and recipient of the proceeds of the Lease Surrender Transaction, have received the Confidential Information proposed to be sealed on a confidential basis.

48. Accordingly, the Receiver is of the view that sealing the unredacted versions of the MSA as well as the Confidential Bid Summary on a limited basis until closing of the Lease Surrender Transaction is reasonable and appropriate in the circumstances.

CONCLUSION AND RECOMMENDATION

49. For the reasons stated above, the Receiver recommends that the Court grant the Lease Surrender Approval Order approving the Lease Surrender Transaction and sealing of the Confidential Information.

The Receiver respectfully submits this, the Fourth Report, to the Court.

Dated this 24th day of September, 2025.

FTI Consulting Canada Inc.,
solely in its capacity as Court-appointed Receiver and Manager of
2455034 Ontario Limited Partnership and 2455034 Ontario Inc.,
and not in its personal or corporate capacity

Per: _____

Jim Robinson
Senior Managing Director

APPENDIX "A"

Court File No. CV-25-00744295-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE	)	TUESDAY, THE 3RD
	)	
JUSTICE OSBORNE	)	DAY OF JUNE, 2025

BETWEEN:

RIOCAN REAL ESTATE INVESTMENT TRUST, RIOCAN HOLDINGS INC., RIOCAN HOLDINGS (OAKVILLE PLACE) INC., RIOCAN PROPERTY SERVICES TRUST, RC HOLDINGS II LP, RC NA GP 2 TRUST and RIOCAN FINANCIAL SERVICES LIMITED

Applicants

- and -

RIOCAN-HBC LIMITED PARTNERSHIP, RIOCAN-HBC GENERAL PARTNER INC., HBC YSS 1 LIMITED PARTNERSHIP, HBC YSS 1 LP INC., HBC YSS 2 LIMITED PARTNERSHIP, HBC YSS 2 LP INC., RIOCAN-HBC OTTAWA LIMITED PARTNERSHIP, RIOCAN-HBC (OTTAWA) HOLDINGS INC., and RIOCAN-HBC (OTTAWA) GP, INC.

Respondents

IN THE MATTER OF AN APPLICATION UNDER SECTION 243(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED; and SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS AMENDED

APPOINTMENT ORDER

THIS APPLICATION made by RioCan Real Estate Investment Trust, RioCan Holdings Inc., RioCan Holdings (Oakville Place) Inc., RioCan Property Services Trust and RC Holdings II LP, RC NA GP 2 Trust and RioCan Financial Services Limited (collectively, "**RioCan**") for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as

amended (the "**BIA**") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "**CJA**") appointing FTI Consulting Canada Inc. ("**FTI**"), as receiver and manager (in such capacity, the "**Receiver**") without security, of all of the assets, undertakings and properties of RioCan-HBC Limited Partnership, RioCan-HBC General Partner Inc., HBC YSS 1 Limited Partnership, HBC YSS 1 LP Inc. ("**YSS 1 LP**"), HBC YSS 2 Limited Partnership, HBC YSS 2 LP Inc. (together, with YSS 1 LP, the "**YSS Former Applicants**"), RioCan-HBC Ottawa Limited Partnership, RioCan-HBC (Ottawa) Holdings Inc., and RioCan-HBC (Ottawa) GP, Inc. (collectively, the "**JV Entities**" and each individually, a "**JV Entity**") acquired for, or used in relation to a business carried on by the JV Entities, including, without limitation, the Owned Real Properties, the Co-Ownership Interests, and the Leasehold Interests (each as defined below), was heard this day at 330 University Avenue, Toronto, Ontario and via videoconference.

ON READING the Notice of Application, the affidavit of Dennis Blasutti sworn May 29, 2025 and the Exhibits thereto (the "**Blasutti Affidavit**"), on being advised of the consent of Hudson's Bay Company ULC Compagnie de la Baie D'Hudson SRI ("**HBC**") and certain other applicants and non-applicants in the ongoing proceedings under the *Companies' Creditors Arrangement Act* bearing Court File No. CV-25-00738613-00CL (the "**HBC CCAA Proceedings**"), and Alvarez & Marsal Canada Inc., in its capacity as monitor in such proceedings (in such capacity, the "**Monitor**"), on hearing the submissions of counsel for RioCan, counsel to HBC, counsel to the Monitor, counsel the JV Secured Lenders (as defined below), counsel to Oxford Properties Group, counsel to Cadillac Fairview, and such other parties as listed on the Counsel Slip, with no one else appearing although duly served as appears from the certificate of service of Erik Axell dated May 30, 2025, and on reading the consent of FTI to act as the Receiver,

SERVICE AND DEFINED TERMS

1. **THIS COURT ORDERS** that the time for service of the Notice of Application and the Application is hereby abridged and validated so that this Application is properly returnable today and hereby dispenses with further service thereof.

2. **THIS COURT ORDERS** that capitalized terms used but not defined in this Order shall have the meanings given to them in the Blasutti Affidavit.

APPOINTMENT

3. **THIS COURT ORDERS** that pursuant to section 243(1) of the BIA and section 101 of the CJA, FTI is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the JV Entities acquired for, or used in relation to a business carried on by the JV Entities, including all proceeds thereof (the "**Property**"). For greater certainty, the Property shall include, without limitation:

(a) the properties described in Part I of Schedule "A" hereto (collectively, the "**Owned Real Properties**");

(b) the undivided beneficial co-ownership interests of RioCan-HBC Limited Partnership (the "**Co-Ownership Interests**") in the properties described in Part II of Schedule "A" hereto (the "**Co-Owned Properties**"); and

(c) the head tenant and emphyteutic lessee interests (the "**Leasehold Interests**") in the properties described in Part III of Schedule "A" hereto (the "**Leasehold Properties**", and collectively with the Owned Real Properties and the Co-Owned Properties, the "**JV Properties**" and each individually, a "**JV Property**").

4. **THIS COURT ORDERS** that, notwithstanding any other provision hereof, the Receiver is not appointed receiver of or granted any rights of control over the Co-Owned Properties other than in its capacity as Receiver of the Co-Ownership Interests held by RioCan-HBC Limited Partnership. For greater certainty, and notwithstanding paragraph 5 of this Order, RioCan shall continue to manage the Co-Owned Properties pursuant to existing management arrangements between RioCan and RioCan-HBC Limited Partnership and the rights and powers conferred upon the Receiver by this Order shall only apply to the Receiver in its capacity as Receiver of the Co-Ownership Interests held by RioCan-HBC Limited Partnership.

RECEIVER'S POWERS

5. **THIS COURT ORDERS** that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, and subject to paragraph 6 of this Order, the Receiver is hereby expressly

empowered and authorized to do any of the following where the Receiver considers it necessary or desirable (subject to paragraph 4 in the case of the Co-Owned Properties):

(a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;

(b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;

(c) to manage, operate, and carry on the business of the JV Entities, including the powers to (i) enter into any agreements, including, without limitation, any agreements to lease or sublease any JV Properties (subject to prior consultation with the applicable landlords of the Leasehold Properties), (ii) incur any obligations in the ordinary course of business, (iii) cease to carry on all or any part of the business, or (iv) cease to perform any contracts of the JV Entities;

(d) to engage brokers, agents, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;

(e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of any JV Entity or any part or parts thereof;

(f) subject to the stay of proceedings ordered by the Court in the HBC CCAA Proceedings (the "**CCAA Stay**"), as applicable, to receive and collect all monies and accounts now owed or hereafter owing to any JV Entity (with any such monies and accounts received and collected that are specific to a JV Property to be allocated by the Receiver to such JV Property) and to exercise all remedies of

any JV Entity in collecting such monies, including, without limitation, to enforce any security held by the JV Entities;

(g) subject to the CCAA Stay, to enforce all rights and remedies of the JV Entities against HBC, including any HBC obligations in respect of the inventory liquidation process, sale and investment solicitation process and lease monetization approved by the Court in the HBC CCAA Proceedings;

(h) to settle, extend or compromise any indebtedness owing to the JV Entities;

(i) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of any JV Entity (including, without limitation, subject to the CCAA Stay, as applicable, in order to instruct, authorize or direct any nominee, mandatory or prête-nom holding registered title to any JV Property), for any purpose pursuant to this Order;

(j) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to any JV Entity, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;

(k) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;

(l) to sell, convey, transfer, lease or assign (each, a "**Disposition**") the Property or any part or parts thereof out of the ordinary course of business:

(i) without the approval of this Court in respect of any transaction not exceeding CA$500,000, provided that the aggregate consideration for all such transactions does not exceed CA$3 million; and

(ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act,* or section 31 of the Ontario *Mortgages Act*, as the case may be, or any similar legislation in any other province or territory providing for notice prior to disposition or sale, shall not apply, provided that any Disposition of a Leasehold Interest shall be in accordance with the applicable lease or, if not in accordance with the applicable lease, on consent of the applicable landlord or subject to further order of the Court;

(m) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;

(n) to report to, meet with and discuss with such affected Persons (as defined below), including RioCan, HBC, any secured lenders of the JV Entities (such secured lenders, including RioCan in its capacity as secured lender and each JV Secured Lender, collectively, the "**Secured Lenders**") and the landlords of the Leasehold Properties, as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;

(o) to report to, meet with and discuss with HBC and the Monitor and their respective representatives and advisors at such times and intervals as the Receiver may deem appropriate with respect to such matters relating to the receivership as the Receiver deems appropriate, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;

(p) to coordinate with HBC and the Monitor and their respective representatives and advisors, as the Receiver may deem appropriate, to discuss any accounting, sale process and other matters relating to the JV Entities;

(q) to register a copy of this Order and any other Orders (including, without limitation, vesting Orders) in respect of the JV Properties against title to any of the JV Properties, and when submitted by the Receiver for registration, this Order and any such other Orders (including, without limitation, vesting Orders) shall be immediately accepted for registration by the applicable land titles registrar (or other applicable authority) in any province or territory and notwithstanding that the appeal period in respect of this Order has not elapsed, and the applicable land titles registrar (or other applicable authority) shall accept all Affidavits of Corporate Signing Authority submitted by the Receiver in its capacity as Receiver of the Property and not in its personal capacity, provided that all Orders registered on title (i) in respect of any of the Leasehold Interests at the Leasehold Properties (save and except for any vesting Order), and (ii) in respect of any JV Secured Lender Property (as defined below) subject to a Termination Certificate (as defined below) delivered pursuant to paragraph 46 of this Order, shall in each case be deleted from title by the Receiver prior to or upon the Receiver's discharge in respect of such JV Property;

(r) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of any JV Entity;

(s) to enter into agreements with any trustee in bankruptcy appointed in respect of any JV Entity, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by any JV Entity;

(t) to exercise any shareholder, partnership, joint venture, co-ownership, contractual, statutory or other rights which any of the JV Entities may have; and

(u) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations,

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the JV Entities, and without interference from any other Person.

6. **THIS COURT ORDERS** that, in exercising the powers conferred upon it by paragraph 5 of this Order in respect of any JV Properties, the Receiver shall, where determined to be reasonable and practicable by the Receiver, consult with RioCan, HBC, the Secured Lenders and the landlords of the applicable Leasehold Properties in respect of the exercise of such powers relating to the Leasehold Interests. Without limiting the generality of the foregoing, the exercise of the Receiver of the powers conferred by the following subparagraphs of this Order shall in each case require the consent of any Secured Lender holding a charge or other security interest against such relevant JV Property, or a further order of the Court: 5(c)(i) in connection with any agreements to lease or sublease any JV Properties, 5(c)(iii) in connection with ceasing to carry on all or part of any business which is conducted as of the date of this Order to the extent relating to any JV Property, 5(c)(iv) in connection with ceasing to perform any contracts of the JV Entities relating to any JV Property, 5(f) in connection with any enforcement proceedings or enforcement of security held by the JV Entities in respect of any JV Property, 5(h) in respect of settling, extending or compromising any indebtedness relating to any JV Property, 5(j) in respect of initiating, prosecuting and continuing the prosecution of any and all proceedings and defending all proceedings in respect of any JV Property, 5(k) in respect of any JV Property, 5(l) in respect of any JV Property, 5(s) in connection with any occupancy agreements for the JV Property and 5(t) in connection with any exercise of shareholder, partnership, joint venture, co-ownership, contractual, statutory or other rights in respect of any JV Property.

7. **THIS COURT ORDERS** that notwithstanding anything to the contrary in this Order, RioCan and HBC expressly reserve all rights with respect to any sale, transfer, lease, assignment or other disposition of the Property pursuant to the Third Amended and Restated Limited

Partnership Agreement in respect of RioCan-HBC Limited Partnership dated April 29, 2023, the Co-Owners' Agreement in respect of the Georgian Mall property dated July 9, 2015, and the Co-Owners' Agreement in respect of the Oakville Place property dated July 9, 2015.

8. **THIS COURT ORDERS** that until a real property lease to which any JV Entity is a party as lessee is subject to a completed Disposition in accordance with subparagraph 5(l) of this Order, or is rejected by the Receiver in accordance with paragraph 9 of this Order, or as otherwise agreed to by the applicable landlords or subject to further order of this Court, the Receiver shall pay all amounts constituting rent or payable as rent under such leases (including, for greater certainty, common area maintenance charges, utilities and any other amounts payable to the applicable landlord under such leases, but for greater certainty, excluding accelerated rent or penalties, fees or other charges arising as a result of the insolvency of the JV Entities or the making of this Order) (collectively, "**Rent**"), for the period commencing from and including the date of this Order, in advance and not in arrears.

9. **THIS COURT ORDERS** that notwithstanding any term of this Order:

(a) the Charges (as defined below) as applicable to the Leasehold Interests shall only be a charge in the JV Entities' interests in the Leasehold Interests and not a charge on the applicable landlord's interests in the Leasehold Interests or on the Leasehold Properties;

(b) except as expressly permitted by the terms of the leases, none of the leases relating to the Leasehold Interests shall be amended or varied without the prior written consent of the applicable landlord and any applicable Secured Lender, or without further Order of this Court;

(c) unless otherwise agreed by the relevant landlord, the Receiver shall provide such landlord with not less than thirty (30) days' prior written notice of the intention to reject a Leasehold Interest (the "**Rejection Notice Period**"); and

(d) if any notice of rejection is delivered by the Receiver to the applicable landlord in respect of a Leasehold Interest, then: (i) during the Rejection Notice Period, the landlord may show the affected leased premises to prospective tenants during

normal business hours on giving the Receiver forty-eight (48) hours' prior written notice (with the Receiver and its representatives having the option to attend any such showing of the relevant leased premises); and (ii) at the effective time of the rejection of the Leasehold Interest, the landlord shall be entitled to take possession of the applicable leased premises without waiver of or prejudice to any claims or rights such landlord may have against the JV Entities in respect of such lease or leased premises.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

10. **THIS COURT ORDERS** that (i) the JV Entities, (ii) all of their current and former directors, officers, employees, representatives, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control and, subject to the CCAA Stay, as applicable, shall grant immediate and continued access to the Property to the Receiver as the Receiver may request.

11. **THIS COURT ORDERS** that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the JV Entities, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and, subject to the CCAA Stay, as applicable, shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 11 or in paragraph 12 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

12. **THIS COURT ORDERS** that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

13. **THIS COURT ORDERS** that the Receiver shall provide each of the relevant landlords and lessors of the Leasehold Properties with notice of the Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord or lessor shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord or lessor disputes the Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable Secured Lenders, such landlord or lessor and the Receiver, or by further Order of this Court upon application by the Receiver on at least four (4) days notice to such landlord or lessor and any such Secured Lender.

NO PROCEEDINGS AGAINST THE RECEIVER

14. **THIS COURT ORDERS** that, without limiting the rights of the Secured Lenders to issue demands and relevant notices, including default notices, no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE JV ENTITIES OR THE PROPERTY

15. **THIS COURT ORDERS** that no Proceeding against or in respect of the JV Entities or their Property (which includes, for greater certainty, any Proceeding against any nominee, mandatory or prête-nom holding registered title to any JV Property in respect of any JV Property) shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the JV Entities or the Property are hereby stayed and suspended pending further Order of this Court, provided that the stay of Proceedings in this paragraph 15 shall not apply to:

(a) The Toronto-Dominion Bank and The Canada Life Assurance Company, as first priority Secured Lender, and RioCan, as second priority Secured Lender, in respect of the Oakville Place property (collectively, the "**Oakville Secured Lenders**"); and

(b) Desjardins Financial Security Life Assurance Company, as first priority Secured Lender, and RioCan, as second priority Secured Lender, in respect of the Georgian Mall property (collectively, the "**Georgian Secured Lenders**"),

in each case, with respect to any Proceeding against or in respect of the Oakville Place property and the Georgian Mall property, as applicable.

NO EXERCISE OF RIGHTS OR REMEDIES

16. **THIS COURT ORDERS** that all rights and remedies against the JV Entities, the Receiver, or affecting the Property (which includes, for greater certainty, any rights and remedies against any nominee, mandatory or prête-nom holding registered title to any JV Property in respect of any JV Property), are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that (i) this stay and suspension does not apply (x) in respect of any "eligible financial contract" as defined in the BIA, and (y) to the Oakville Secured Lenders in respect of the Oakville Place property and the Georgian Secured Lenders in respect of the Georgian Mall property, and (ii) nothing in this paragraph shall:

(a) empower the Receiver or the JV Entities to carry on any business which the JV Entities are not lawfully entitled to carry on;

(b) prevent the filing of any registration to preserve or perfect a security interest;

(c) prevent the registration of a claim for lien, provided that in all cases any claim for lien affecting the Leasehold Properties shall be deleted from title by the Receiver prior to the Receiver's discharge or otherwise addressed by a further order of the Court discharging the Receiver;

(d) prevent the registration on title of any instrument in respect of RioCan's undivided beneficial interest in respect of the Co-Owned Properties;

(e) prevent the granting of unregistered, beneficial transfers in respect of RioCan's undivided beneficial interest in respect of the Co-Owned Properties; and

(f) exempt the Receiver or the JV Entities from compliance with statutory or regulatory provisions relating to health, safety or the environment.

NO INTERFERENCE WITH THE RECEIVER

17. **THIS COURT ORDERS** that no Person shall discontinue, suspend, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, servitude, lease, licence or permit in favour of, for the benefit of, or held by the JV Entities, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

18. **THIS COURT ORDERS** that all Persons having oral or written agreements with the JV Entities or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the JV Entities are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of their current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the JV Entities or

such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

19. **THIS COURT ORDERS** that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including, without limitation, the sale of all or any of the Property and the collection of any accounts receivable in whole or in part (including pursuant to the powers conferred upon the Receiver by paragraph 5(f) of this Order), whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into accounts to be opened by the Receiver in respect of each JV Property and a general account, as applicable (the "**Post Receivership Accounts**"). The Receiver shall maintain one or more Post Receivership Accounts for each of the JV Properties and shall ringfence the direct receipts and direct disbursements in respect of each JV Property so that no receipts from or in respect of any JV Property shall be used to pay the disbursements related to any other JV Property.

20. **THIS COURT ORDERS** that:

(a) with respect to any JV Property other than the Co-Owned Properties, to the extent there are amounts in the Post Receivership Accounts in respect of any such JV Property remaining after paying the direct disbursements and the Receivership Costs allocated to such JV Property, as determined by the Receiver in its sole and absolute discretion, the Receiver shall pay any debt service or other obligations to the relevant Secured Lenders in respect of such JV Property that may be due and owing at such time. Regarding the Co-Owned Properties, RioCan shall continue to manage debt service obligations in the normal course pursuant to management contracts between RioCan and RioCan-HBC Limited Partnership, including the payment of such debt service obligations;

(b) to the extent the Receiver incurs expenses which are general or administrative in nature and cannot be attributed to any individual JV Property, such expenses shall be funded from advances subject to the Receiver's Borrowings Charge and subject to allocation pursuant to paragraph 36; and

(c) to the extent the Receiver incurs expenses in relation to a specific JV Property for which there are insufficient funds in the relevant Post Receivership Account, such expenses shall be funded from Receiver's Borrowings and allocated to such property.

21. **THIS COURT ORDERS** that the Receiver shall, as soon as possible and in any event no later than within forty-five (45) days of the issuance of this Order, and no later than the tenth (10^{th}) business day of each month thereafter, provide to RioCan and the Secured Lenders a 13-week cash flow report (the "**Cash Flow Report**"). The Cash Flow Report shall outline the anticipated weekly cash receipts, disbursements and Receiver's Borrowings on a JV Property by JV Property and general and administrative cost basis (including the proposed allocation of such general and administrative costs pursuant to paragraph 36 of this Order), and include a variance report comparing actual receipts, disbursements and Receiver's Borrowings to those included in the prior Cash Flow Report and reasons for any material variance (as applicable).

EMPLOYEES

22. **THIS COURT ORDERS** that all employees of the JV Entities shall remain the employees of the respective JV Entity until such time as the Receiver, on the applicable JV Entity's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA or otherwise, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

PIPEDA

23. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall be permitted to disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "**Sale**"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the

Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the JV Entities, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

24. **THIS COURT ORDERS** that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the Ontario *Environmental Protection Act*, the *Ontario Water Resources Act*, or the Ontario *Occupational Health and Safety Act* and regulations thereunder (the "**Environmental Legislation**"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

25. **THIS COURT ORDERS** that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

RECEIVER'S ACCOUNTS

26. **THIS COURT ORDERS** that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts and subject to paragraph 36 of this Order.

27. **THIS COURT ORDERS** that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "**Receiver's Charge**") on the Property, as security for the Receivership Costs (other than the Receiver's Borrowings, which shall be secured by the Receiver's Borrowings Charge (each as defined below)), incurred both before and after the making of this Order in respect of these proceedings. The Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts (including statutory, deemed and constructive trusts), liens, charges and encumbrances, statutory or otherwise (collectively, "**Encumbrances**"), in favour of any Person, but subject to (a) sections 14.06(7), 81.4(4), and 81.6(2) of the BIA, and provided further that (b) the Receiver's Charge shall be (i) subordinate to any security interest of the Oakville Secured Lenders and the Georgian Secured Lenders in respect of the Oakville Place and Georgian Mall Co-Owned Properties, respectively, (ii) subordinate to the JV Rent Charge (as defined in the Amended and Restated Initial Order granted by this Court in the HBC CCAA Proceedings dated March 21, 2025) in respect of the Property of the YSS Former Applicants, and (iii) subject to paragraph 31 of this Order.

28. **THIS COURT ORDERS** that the Receiver and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

29. **THIS COURT ORDERS** that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

30. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow from RioCan, the relevant JV Secured Lender in the case of funding specific to the relevant JV Secured Lender Property and/or any other Persons, in each case as determined by the Receiver, with the consent of any relevant JV Secured Lender, by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed CA$20 million (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the business of the JV Entities (including, for greater certainty, the payment of Rent) or the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**" and, together with the Receiver's Charge, the "**Charges**") as security for the payment of the monies borrowed, together with interest and charges thereon (collectively, the "**Receiver's Borrowings**"), in priority to all Encumbrances in favour of any Person, provided that (a) the Receiver's Borrowings Charge shall be subordinate in priority to (i) the Receiver's Charge, (ii) the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA, (iii) any security interest of Oakville Secured Lenders and the Georgian Secured Lenders in respect of the Oakville Place and Georgian Mall Co-Owned Properties, respectively, and (iv) the JV Rent Charge (as defined in the Amended and Restated Initial Order granted by this Court in the HBC CCAA Proceedings dated March 21, 2025) in respect of the Property of the YSS Former Applicants, and (b) the Receiver's Borrowings Charge shall be subject to paragraph 31 of this Order.

31. **THIS COURT ORDERS** that:

(a) the amount of the Charges shall only apply against any JV Property in the amount allocated to such JV Property (save and except the amount of the Receiver's Borrowings Charge as against each of the BMO Secured Properties, which in each case shall be the total aggregate amount allocated to the BMO Secured Properties) in accordance with paragraph 36 of this Order;

(b) the amount of the Receiver's Borrowings Charge in respect of any Receiver's Borrowings borrowed from a JV Secured Lender, if any, shall only apply against the relevant JV Secured Lender Property; and

(c) the amount of the Charges as against each JV Secured Lender Property shall not secure an amount in excess of the amount for such JV Secured Lender Property shown on Schedule "B" in the column titled "Initial Maximum Permitted Amount of the Charges as Allocated to the Relevant JV Secured Property" without the prior written consent of the relevant JV Secured Lender or further order of the Court, as applicable.

32. **THIS COURT ORDERS** that, in the event that the consent of any JV Secured Lender to increase the amount of the Charges as against the relevant JV Secured Lender Property is not obtained, the Receiver may seek to terminate these receivership proceedings with respect to such JV Secured Lender Property on advance notice to the applicable JV Secured Lender.

33. **THIS COURT ORDERS** that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with the Receiver's Borrowings shall be enforced without leave of this Court.

34. **THIS COURT ORDERS** that the Receiver is at liberty to and shall issue certificates substantially in the form annexed as Schedule "C" hereto (the "**Receiver's Certificates**") for any Receiver's Borrowings pursuant to this Order.

35. **THIS COURT ORDERS** that until all obligations in respect of a particular Receiver's Certificate allocated to a particular JV Property (a "**Prior Issued Certificate**") shall have been repaid in full, the Receiver's Borrowings under any Receiver's Certificate issued subsequent in time to the Prior Issued Certificate and allocated to that same particular JV Property shall rank subordinate in priority to the obligations under the Prior Issued Certificate, unless otherwise agreed to by the holder of the Prior Issued Certificate.

ALLOCATION

36. **THIS COURT ORDERS** that the Receiver shall allocate the costs of these proceedings, including, without limitation, the reasonable fees and expenses of the Receiver and its counsel incurred both before and after the making of this Order in respect of these proceedings, the costs of RioCan pursuant to paragraph 45 of this Order, the Receiver's Borrowings, and any other reasonable general costs incurred (collectively, the "**Receivership Costs**"), against each of the JV Properties, in such amounts as the Receiver determines to be fair and reasonable, subject to the consent of RioCan and the Secured Lenders, or further order of this Court. Receivership Costs relating a particular JV Property shall be allocated to that JV Property, and costs which are general or administrative in nature and are not attributable to any individual JV Property and their proposed allocation shall be identified as part of the Receiver's reporting pursuant to this Order.

37. **THIS COURT ORDERS** that the Receiver shall, in addition to reporting on allocation as part of the Cash Flow Forecast reporting required pursuant to paragraph 21 of this Order, report to RioCan and the Secured Lenders and their respective representatives and advisors at such times and intervals as the Receiver may deem appropriate with respect to the current amount of the Receivership Costs and the proposed allocation thereof required by paragraph 36 of this Order.

38. **THIS COURT ORDERS** that, with respect to each of the Co-Owned Properties and any Receivership Costs allocated against such Co-Owned Properties pursuant to paragraph 36 of this Order, such Receivership Costs shall be paid from Receiver's Borrowings allocated to such Co-Owned Properties (with the Receiver's Borrowings Charge in respect of such Receiver's Borrowings, for greater certainty, being subordinate to any security interest of the Oakville Secured Lenders and the Georgian Secured Lenders in respect of the Oakville Place and Georgian Mall Co-Owned Properties pursuant to paragraph 30 of this Order, as applicable), and shall otherwise only be paid from sources other than Receiver's Borrowings (i), in the case of the Oakville Place property, after there has been payment in full of any and all obligations owing to the Oakville Secured Lenders in respect of the Oakville Place property, or with the prior written consent of the Oakville Secured Lenders, as applicable, and (ii) in the case of the Georgian Mall

property, after there has been payment in full of any and all obligations owing to the Georgian Secured Lenders, or with the prior written consent of the Georgian Secured Lenders, as applicable.

SERVICE AND NOTICE

39. **THIS COURT ORDERS** that the Guide Concerning Commercial List E-Service (the "**Guide**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Guide (which can be found on the Commercial List website at https://www.ontariocourts.ca/scj/practice/regional-practice-directions/eservice-commercial/) shall be valid and effective service. Subject to Rule 17.05 of the *Rules of Civil Procedure* (Ontario) (the "**Rules**"), this Order shall constitute an order for substituted service pursuant to Rule 16.04. Subject to Rule 3.01(d) of the Rules and paragraph 13 of the Guide, service of documents in accordance with the Guide will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Guide with the following URL: http://cfcanada.fticonsulting.com/riocanhbcjv.

40. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Guide is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or electronic message to the JV Entities' creditors or other interested parties and their advisors at their respective addresses as last shown on the records of the JV Entities and that any such service or distribution by (i) electronic message or personal delivery shall be deemed to be received on the date of transmission or delivery, as applicable, (ii) courier shall be deemed to be received on the next business day following the date of forwarding thereof, or (iii) ordinary mail shall be deemed to be received on the third business day after mailing. For greater certainty, any such electronic distribution or service shall be deemed to be in satisfaction of a legal or juridical obligation, and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS).

GENERAL

41. **THIS COURT ORDERS** that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

42. **THIS COURT ORDERS** that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of any JV Entity.

43. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or a jurisdiction outside Canada to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

44. **THIS COURT ORDERS** that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal or regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

45. **THIS COURT ORDERS** that RioCan shall have all of its reasonable legal costs of this Application, up to and including entry and service of this Order, and for any other matters requested by the Receiver or the Receiver's counsel to be completed by RioCan's counsel, Goodmans LLP, for the benefit of these receivership proceedings and where there is no conflict in RioCan's counsel doing so, be paid by the Receiver as Receivership Costs.

46. **THIS COURT ORDERS** that each Secured Lender in respect of the JV Property listed on Schedule "B" hereto (each a "**JV Secured Lender**" and such property, the "**JV Secured Lender Property**") may, at any time, serve on the Receiver, RioCan, the other JV Secured Lenders and HBC a certificate in the form attached as Schedule "D" hereto (the "**Termination Certificate**") advising that such JV Secured Lender wishes to terminate these receivership

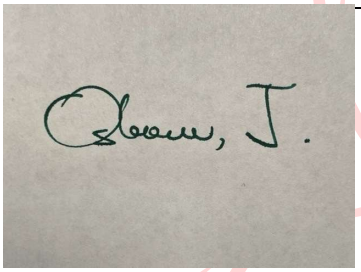
proceedings in respect of the relevant JV Secured Lender Property and other Property (collectively, the "**JV Secured Lender Collateral**") against which such JV Secured Lender holds priority security.

47. **THIS COURT ORDERS** that, subject to the payment by such JV Secured Lender to the Receiver of any Receivership Costs allocated to the relevant JV Secured Lender Property in accordance with paragraph 36 of this Order (or as the Receiver and the relevant JV Secured Lender may otherwise agree), the Receiver shall be discharged as Receiver of such relevant JV Secured Lender Collateral effective as of 12:01 a.m. (Toronto time) on the day that is seven (7) days after service of the Termination Certificate (the "**Termination Time**") or as otherwise agreed amongst the Receiver and the applicable JV Secured Lender, provided that notwithstanding any discharge of the Receiver as provided by this paragraph 47, (a) the Receiver shall remain the Receiver of the relevant JV Secured Lender Collateral for the performance of such incidental duties as may be required to complete the administration of the receivership provided by this Order; and (b) the Receiver shall continue to have the benefit of the provisions of this Order and any other Orders made in this proceedings, all approvals, protections and stays of proceedings in favour of the Receiver in its capacity as Receiver, including any action taken by the Receiver following the Termination Time. For certainty, no JV Secured Lender that delivers a Termination Certificate shall be restrained by the terms of this Order from exercising or enforcing any of its rights and remedies against its JV Secured Lender Collateral, including by seeking the appointment of a receiver, from and after the Termination Time.

48. **THIS COURT ORDERS** that, notwithstanding paragraph 47 of this Order, in the event that a JV Secured Lender in respect of the Co-Owned Properties delivers a Termination Certificate, in order for the Termination Time to occur, such JV Secured Lender shall not be required to pay (nor required to make other arrangements with the Receiver in respect of) any Receivership Costs allocated to the relevant Co-Owned Property in accordance with paragraph 36 of this Order, and instead the Charges shall continue to apply following the Termination Time to the relevant Co-Owned Property with the priority set out in this Order until such time as the Receiver has received payment in full of all Receivership Costs allocated to the applicable Co-Owned Property.

49. **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver, RioCan and any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

50. **THIS COURT ORDERS** that this Order shall be effective as of 12:01 a.m. (Toronto time) on the date of this Order without the need for entry or filing of this Order.



Digitally signed by Osborne J.
Date: 2025.06.05 08:15:11 -04'00'

SCHEDULE "A"

REAL PROPERTY INTERESTS

PART I – Owned Real Properties

Location	Address	Nominee	Beneficiary
Downtown Montreal	585 Ste-Catherine St. W, Montreal, QC	HBC	RioCan-HBC Limited Partnership
Downtown Vancouver	674 Granville St., Vancouver, BC	HBC	RioCan-HBC Limited Partnership
Downtown Calgary	200 8th Avenue S.W., Calgary, AB	HBC	RioCan-HBC Limited Partnership
Devonshire Mall	3030 Howard Avenue, Windsor, ON	Snospmis Limited	RioCan-HBC Limited Partnership
Downtown Ottawa	73, 85 and 87 Rideau St., Ottawa, ON	RioCan-HBC (Ottawa) Holdings Inc.	RioCan-HBC Ottawa Limited Partnership

PART II – Co-Ownership Interests

Location	Address	Nominee	Beneficiary
Oakville Place	240 Leighland Avenue, Oakville, ON	RioCan Holdings (Oakville Place) Inc., as nominee for both co-owners	RioCan-HBC Limited Partnership
Georgian Mall	509 and 545-547 Bayfield St., Barrie, ON	RioCan Holdings Inc., as nominee for both co-owners	RioCan-HBC Limited Partnership

PART III – Leasehold Interests

Location	Landlord	Nominee	Beneficiary
Yorkdale Shopping Centre	Yorkdale Shopping Centre Holdings Inc.	HBC	HBC YSS 1 Limited Partnership
Scarborough Town Centre	Scarborough Town Centre Holdings Inc.	HBC	HBC YSS 1 Limited Partnership

Location	Landlord	Nominee	Beneficiary
Square One Shopping Centre	Square One Property Corporation	HBC	HBC YSS 2 Limited Partnership
Carrefour Laval	Ontrea Inc.	2472598 Ontario Inc.	RioCan-HBC Limited Partnership
Promenades St. Bruno	Ontrea Inc.	2472596 Ontario Inc.	RioCan-HBC Limited Partnership
Certain leasehold interests related to the upper floor entrance to the Downtown Calgary property.			
Certain leasehold interests related to a loading facility in respect of the Downtown Montreal property.			
Certain leasehold interests related to the Downtown Ottawa property.			
Certain leasehold interests related to a parking area in respect of the Devonshire Mall property.			

SCHEDULE "B"

JV Secured Lender	JV Secured Property	Initial Maximum Permitted Amount of the Charges as Allocated to the Relevant JV Secured Property
Royal Bank of Canada in respect of the Montreal RBC First Priority Financing.	Downtown Montreal, 585 Ste-Catherine St. W, Montreal, QC	$2 million
Royal Bank of Canada (formerly HSBC Bank Canada) as administrative agent for itself and certain other lenders in respect of the Vancouver HSBC First Mortgage Financing.	Downtown Vancouver, 674 Granville St., Vancouver, BC	$2 million
Bank of Montreal as administrative agent for itself and certain other lenders in respect of the BMO First Mortgage Financing.	Downtown Calgary, 200 8th Avenue S.W., Calgary, AB Carrefour Laval, 3045 Boulevard Le Carrefour, Laval, QC Promenades St. Bruno, Boulevard des Promenades, St. Bruno, QC	$2 million $2 million $2 million
Desjardins Financial Security Life Assurance Company in respect of the Ottawa First Mortgage Financing.	Downtown Ottawa, 73, 85, and 87 Rideau St., Ottawa, ON	$2 million
The Toronto-Dominion Bank and The Canada Life Assurance Company in respect of the Oakville First Mortgage Financing.	Oakville Place, 240 Leighland Avenue, Oakville, ON	No maximum.
Desjardins Financial Security Life Assurance Company in respect of the Georgian Mall First Mortgage Financing.	Georgian Mall, 509 and 545-547 Bayfield St., Barrie, ON	No maximum.

JV Secured Lender	JV Secured Property	Initial Maximum Permitted Amount of the Charges as Allocated to the Relevant JV Secured Property
Royal Bank of Canada as administrative agent for itself and certain other lenders in respect of the Yorkdale RBC Financing.	Yorkdale Shopping Centre, 3401 Dufferin St., Toronto, ON	$2 million

SCHEDULE "C"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT CA$_____

1. THIS IS TO CERTIFY that FTI Consulting Canada Inc., the receiver (the "**Receiver**") of the assets, undertakings and properties of RioCan-HBC Limited Partnership, RioCan-HBC General Partner Inc., HBC YSS 1 Limited Partnership, HBC YSS 1 LP Inc., HBC YSS 2 Limited Partnership, HBC YSS 2 LP Inc., RioCan-HBC Ottawa Limited Partnership, RioCan-HBC (Ottawa) Holdings Inc., and RioCan-HBC (Ottawa) GP, Inc. (collectively, the "**JV Entities**" and each individually, a "**JV Entity**") acquired for, or used in relation to a business carried on by the JV Entities, including all proceeds thereof (collectively, the "**Property**") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated June 3, 2025 (the "**Appointment Order**") made in the proceedings having Court File Number CV-25-00744295-00CL, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of CA$_____, being part of the total principal sum of CA$_____ which the Receiver is authorized to borrow under and pursuant to the Appointment Order. Unless otherwise indicated herein, capitalized terms used herein and not otherwise defined have the meanings set out in the Appointment Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the _____ day of each month] after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of _____ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Appointment Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Appointment Order or to any further order of the Court, a charge upon the whole of the Property (defined in the Appointment Order as the "**Receiver's Borrowings Charge**"), in priority to the security interests of any other person, subject to (a) the priority of the charges set out in the Appointment Order and in the *Bankruptcy and Insolvency Act*, (b) the allocation of the costs of the receivership proceedings against the JV Properties and the amount

of the Receiver's Borrowings Charge only applying to any JV Property in the amount allocated to such JV Property, in each case pursuant to the Appointment Order, and (c) the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Appointment Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Appointment Order.

DATED the _____ day of _____, 20__.

FTI Consulting Canada Inc., solely in its capacity as Receiver of the Property, and not in its personal capacity

Per: _____

Name:

Title:

SCHEDULE "D"

FORM OF TERMINATION CERTIFICATE

Court File No. CV-25-00744295-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

B E T W E E N :

RIOCAN REAL ESTATE INVESTMENT TRUST, RIOCAN HOLDINGS INC., RIOCAN HOLDINGS (OAKVILLE PLACE) INC., RIOCAN PROPERTY SERVICES TRUST, RC HOLDINGS II LP, RC NA GP 2 TRUST and RIOCAN FINANCIAL SERVICES LIMITED

Applicants

- and -

RIOCAN-HBC LIMITED PARTNERSHIP, RIOCAN-HBC GENERAL PARTNER INC., HBC YSS 1 LIMITED PARTNERSHIP, HBC YSS 1 LP INC., HBC YSS 2 LIMITED PARTNERSHIP, HBC YSS 2 LP INC., RIOCAN-HBC OTTAWA LIMITED PARTNERSHIP, RIOCAN-HBC (OTTAWA) HOLDINGS INC., and RIOCAN-HBC (OTTAWA) GP, INC.

Respondents

IN THE MATTER OF AN APPLICATION UNDER SECTION 243(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED; and SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS AMENDED

TERMINATION CERTIFICATE

RECITALS

A. Pursuant to the Order of the Honourable Justice Osborne of the Ontario Superior Court of Justice (Commercial List) dated June 3, 2025 (the "**Appointment Order**"), FTI Consulting Canada Inc. ("**FTI**") was appointed as the Receiver in the within proceedings.

B. Pursuant and subject to the terms of paragraph 46 of the Appointment Order, any JV Secured Lender may terminate the within receivership proceedings in respect of the

JV Secured Lender Collateral against which it holds priority security, effective as at the Termination Time, by serving this Termination Certificate on the Receiver, RioCan, the other Secured Lenders and HBC, subject to the terms of the Appointment Order.

C. Unless otherwise indicated herein, capitalized terms used herein and not otherwise defined have the meanings set out in the Appointment Order.

NOW, FURTHER TO THE FOREGOING, the below-referenced JV Secured Lender hereby gives notice to the Receiver, RioCan, the other Secured Lenders and HBC that it wishes to terminate the within receivership proceedings in respect of the JV Secured Lender Collateral related to: **[INSERT DESCRIPTION OF APPLICABLE JV SECURED LENDER PROPERTY].**

DATED this _____ day of _____, 2025.

[INSERT NAME OF JV SECURED LENDER]

Per: _____

Name:

Title:

RIOCAN REAL ESTATE INVESTMENT TRUST, et al.	- and -	**RIOCAN-HBC LIMITED PARTNERSHIP, et al.**	Court File No. CV-25-00744295-00CL
Applicants		Respondents	

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at Toronto

APPOINTMENT ORDER

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Toronto, ON M5H 2S7

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Tel: 416.979.2211
Fax: 416.979.1234

Lawyers for RioCan Real Estate Investment Trust

APPENDIX “B”

CARREFOUR LAVAL

AMENDED AND RESTATED LEASE
AND
AMENDMENT OF OPERATING AGREEMENT AND SERVITUDE AGREEMENT

THIS AMENDED AND RESTATED LEASE AND AMENDMENT OF OPERATING AGREEMENT AND SERVITUDE AGREEMENT is made as of the 29th day of June, 2015.

A M O N G S T :

ONTREA INC.,

(the "**Owner**")

AND:

2472598 ONTARIO INC.,

(the "**Landlord**")

AND:

HUDSON'S BAY COMPANY,

(the "**Tenant**")

IN CONSIDERATION of the demise herein by the Landlord to the Tenant, the rent provided to be paid by the Tenant to the Landlord, and the respective covenants and agreements of the parties, and other good and valuable consideration (the receipt and sufficiency of which consideration are hereby acknowledged), the parties hereto agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Defined Terms

In this Lease:

"**Acceptable Department Store**" means:

(a) a top-tier, full-line, first-class department store which is part of a recognized chain with a high quality image, which specializes in high quality and/or luxury merchandise (both private label and recognized upscale brands) at high or mid-to-high price-points, and which has first class operations, merchandising and services, including an initial full-price

offering policy prior to any discounting of merchandise; it is agreed that as of the Effective Date a top-tier, full-line department store operated as "Bloomingdale's", "Neiman Marcus", "Holt Renfrew", "John Lewis" or "Selfridges" is an Acceptable Department Store and will continue to be so for so long as it meets the aforesaid standards in this paragraph (a); and

(b) a mid-tier, full-line, first-class department store which is part of a recognized chain with a medium to high quality image, which specializes in mid-to-high or mid price-point merchandise, which has first class operations, merchandising and services, including an initial full-price offering policy prior to any discounting of merchandise, and which has been approved by the Owner and the Landlord, each acting reasonably; it is agreed that: (i) as of the Effective Date a mid-tier, full-line department store operated as "Macy's" or "Simons" is an Acceptable Department Store that does not require the approval of the Owner or the Landlord and will continue to be so for so long as it meets the aforesaid standards in this paragraph (b); and (ii) the department stores operated as "Kohl's" or "J.C. Penney" do not meet the standards in paragraph (b) and accordingly are not Acceptable Department Stores as of the Effective Date.

It is further agreed that: (i) all third-tier or lower-tier department stores, such as those operated as of the Effective Date as "Wal-Mart", "Target", "Sears", "Marshalls", "Winners", and all other junior, value or discount department stores or membership warehouse stores, are not Acceptable Department Stores; and (ii) in no event shall a department store operated as a "Lord & Taylor" (or such other name or names used by such store) be an Acceptable Department Store.

"**Acceptable Replacement Department Store Operator**" means a Person who, at the time of the proposed New Lease is the operator of an Acceptable Department Store provided that such Person is the Person who operates the majority of all the Acceptable Department Stores in the applicable chain of such stores.

"**Additional Rent**" means all amounts, other than the Base Amount, that are or become due and payable by the Tenant pursuant to the provisions of this Lease or pursuant to any other obligation of the Tenant in respect of the Premises, including the payment of any amounts by the Landlord under the Emphyteutic Lease, the Operating Agreement and the Servitude Agreement, and includes, without duplication, a payment to the Landlord equivalent to the Landlord's Expense, but does not include any amount payable by the Landlord to the Owner pursuant to Section 10.03 of the Emphyteutic Lease.

"**Affiliate**" means, in respect of any Person (in this definition, such Person being referred to as the "**Subject Person**"), any other Person, directly or indirectly,

Controlling, Controlled by, or under direct or indirect common Control with, the Subject Person.

"**Affiliate Guarantee**" means, in the case of any New Lease entered into by an Affiliate of an Acceptable Replacement Department Store Operator with the Landlord and the Owner pursuant to Section 3.13(c), an agreement between the Affiliate, such Acceptable Replacement Department Store Operator, the Landlord and the Owner, in form and substance satisfactory to all of them, acting reasonably, pursuant to which: (i) the Acceptable Replacement Department Store Operator fully guarantees the performance by its Affiliate of all of its obligations under the New Lease and agrees to fully indemnify and save harmless the Landlord and the Owner from all Claims in respect of any breach by such Affiliate of such obligations; and (ii) the Affiliate and the Acceptable Replacement Department Store Operator agree with the Landlord and the Owner that if such Affiliate ceases to be an Affiliate of such Acceptable Replacement Department Store Operator, it shall re-assign the New Lease to the latter or another Affiliate of the latter.

"**Base Amount**" means the rent per square foot of gross leasable area of the department store building situated on the Premises, as provided in a rent agreement between the Landlord and the Tenant dated as of the Effective Date (as same may be amended from time to time).

"**Control**" or "**control**" means, in respect of any Person, the power to direct the management and policies, business and affairs of such Person, whether directly or indirectly, and the words "**Controlled**" and "**Controlling**" have corresponding meanings.

"**Effective Date**" means June 29, 2015.

"**Head Lease**" means the emphyteutic lease dated as of the 9th day of April, 1973 as originally entered into between Le Carrefour Laval Ltée and Simpsons, Limited (the present parties to which are the Owner as emphyteutic lessor and the Landlord as emphyteutic tenant), any amendments and assignments thereto and any schedules attached thereto, and "Emphyteutic Lease" shall have the same meaning.

"**Landlord's Expenses**" means the amount of minimum rent payable to the Owner pursuant to the Head Lease.

"**Lease**" means this lease as amended, restated and/or supplemented from time to time by written documents between the parties purporting to amend, restate and/or supplement this lease, whether as contemplated or provided in this lease or otherwise.

"**Lease Year**" means the period coinciding with the financial year of the Landlord as from time to time established by the Landlord (which on the date of this Lease ends on the last day of January); provided that in the event of a change in the Landlord's financial year, the appropriate changes shall be made to the provisions of this Lease as between the Landlord and Tenant only (including those dealing with Rent and Term) so as to provide each of the Landlord and Tenant with equivalent rights and obligations.

"**Operating Agreement**" means the operating agreement made as of the 28th day of March, 1974 between Le Carrefour Laval Ltée and Simpsons, Limited (the present parties to which are the Owner as landlord and the Landlord as tenant), any amendments and assignments thereto and any schedules attached thereto.

"**Permitted Replacement Tenant**" means: (i) an Acceptable Replacement Department Store Operator that is not an Affiliate of HBC; (ii) an Affiliate of such Acceptable Replacement Department Store Operator, provided that such Affiliate is the operator of all the Acceptable Department Stores in Canada of the applicable chain of such stores, and provided that an Affiliate Guarantee has been executed and delivered in accordance with Section 3.13(c)(i); or (iii) a Person who has otherwise been approved by the Owner, which approval may be withheld in the sole discretion of the Owner**.**

"**Person**" or "**person**" means any person, firm, partnership, trust, corporation or any government or governmental board, department or agency, or any group of persons, firms, partnerships, trusts, corporations or governments or governmental boards, departments or agencies, or any combination thereof.

"**Premises**" means lots 2 057 580 and 2 057 582 of the Cadastre du Quebec, Registration Division of Laval (formerly subdivision four of lot six hundred and ninety and subdivision two of subdivision six of lot six hundred and ninety (lots 690-4 and 690-6-2) on the Official Plan and Book of Reference of the Parish of Saint-Martin), with all buildings, structures, fixtures and improvements thereon, therein and thereunder, situated at 3045 Le Carrefour Boulevard, City of Laval, Province of Quebec, together with all of their rights, members and appurtenances.

"**Rent**" means the rent payable by the Tenant to the Landlord in respect of each Lease Year as provided in Section 3.3.

"**Servitude Agreement**" means the servitude agreement made as of the 28th day of March, 1974 between Le Carrefour Laval Ltée and Simpsons, Limited (the present parties to which are the Owner as landlord and the Landlord as tenant), any amendments thereto and any schedules attached thereto.

"**Tenant Event of Default**" means: (i) the non-payment of Rent or any part thereof by the Tenant that remains uncured beyond the period provided therefor in Section 3.13(b) of this Lease; (ii) the breach or non-performance of any of the

other covenants of the Tenant (other than its covenant to pay Rent) in this Lease that remains uncured beyond the period provided therefor in Section 3.13(b) of this Lease; or (iii) the bankruptcy or insolvency of the Tenant.

"**Term**" means the term of this lease as stipulated in Section 3.1.

"**Unavoidable Delay**" means any delay occasioned by "cas fortuit", "force majeure", strikes, lockouts, unavailability of materials, government rules, regulations or orders, bankruptcy of contractors, or any other conditions, whether of the foregoing nature or not, (other than financial conditions) which are beyond the reasonable control of the Tenant, Landlord or Owner, as the case may be.

"**Unexpired Term**" means, in the case of a termination of this Lease in accordance with Section 3.13(b), the period commencing on the date such termination becomes effective and expiring on the date that the Term would have expired if such termination had not occurred.

1.2 Number and Gender.

Words importing the singular number only shall include the plural and vice versa, and words importing and use of the any gender shall include all genders.

1.3 Interpretation.

The headings and sub-headings of all Articles, Sections and paragraphs hereof are inserted for convenience of reference only and shall not affect this Lease or be taken into account in construing or interpreting the provisions of this Lease.

1.4 Amendment and Restatement of Lease and Amendment of Operating Agreement and Servitude Agreement

The Owner, the Landlord and the Tenant hereby agree that pursuant to this amended and restated lease and amendment of operating agreement and servitude agreement (this "**Lease**") as of the Effective Date:

(a) amends and restates the lease made as of the 28th day of December, 2011 amongst the Owner, as owner, HBC Quebec GP Inc., as landlord, and the Tenant, as tenant, which is registered at the Registry Office for the Registration Division for of Laval by notice under number 18 749 030 on December 29, 2011 (as amended to the Effective Date, the "**Existing Lease**"), provided that this Lease will not now constitute a surrender and re-grant of the demise and lease of the Premises but rather, effective as of the Effective Date, constitutes an amendment and restatement of the terms and conditions applicable to the continuing demise and lease of the Premises, which demise and lease was made pursuant to Existing Lease; and

(b) amends the Operating Agreement and the Servitude Agreement in accordance with the terms and conditions set out in Section 5.9(c). The Operating Agreement and the Servitude Agreement, as amended by this Lease, are hereby ratified and confirmed and are binding upon the parties thereto in accordance with their terms and, except as expressly provided in this Lease, remains unamended and in full force and effect and time shall continue to be of the essence. If requested by the Owner, the parties hereto shall execute and deliver a separate amending agreement reflecting the provisions of this Section 1.4(b) and Section 5.9(c), which separate amending agreement shall be in form and substance satisfactory to the parties hereto, each acting reasonably.

ARTICLE 2
PREMISES

2.1 Confirmation of Continuing Lease of Premises.

The Landlord and the Tenant confirm that the Landlord leased to the Tenant the Premises (and granted to and assigned to the Tenant any agreements and any other rights the Landlord has which are appurtenant or of benefit to the Premises arising out of the Landlord's leasehold interest, other than the Emphyteutic Lease itself) pursuant to the Existing Lease for the Term applicable to each respective real property comprising the Premises, as expressed in Section 3.1, and such lease of the Premises is continuing. In any instance where, at the date of commencement of the Term of this Lease, the Premises or any part thereof were subject to any licence, lease or other occupancy agreement in favour of third parties, the Tenant took subject thereto and shall, during the Term, perform all the obligations of the Landlord to such third parties under any such licence, lease or other occupancy agreement, and shall be entitled to all the benefits formerly accruing to the Landlord thereunder including rents.

ARTICLE 3
TERMS AND CONDITIONS

3.1 Confirmation of Term.

Pursuant to the Existing Lease, the term of this Lease commenced on December 28th, 2011 and shall terminate on April 8th, 2072, provided that this Lease shall terminate automatically on the date of termination of the Emphyteutic Lease.

3.2 General Covenants of the Landlord and Tenant.

(a) The Landlord covenants with the Tenant:

(i) to observe and perform all covenants and obligations of the Landlord under this Lease; and

(ii) for quiet enjoyment.

(b) The Tenant covenants with the Landlord:

(i) to observe and perform all covenants and obligations of the Tenant under this Lease; and

(ii) to pay Rent as required by Section 3.3.

3.3 Rent.

(a) The Rent payable by the Tenant to the Landlord for each Lease Year during the Term shall be equal to the Base Amount plus the Additional Rent.

(b) The Tenant shall pay the Rent provided to be paid in paragraph (a) as the Landlord shall direct in writing (the Tenant hereby acknowledging that the Landlord has received from the Owner or its predecessor in title a direction to have the minimum rent under the Head Lease paid to Le Carrefour Laval Leaseholds Inc.), in lawful money of Canada and without any deduction, setoff, counterclaim or abatement whatsoever.

(c) The Base Amount shall be payable by the Tenant by equal monthly installments, in advance, on the first day of each calendar month during each Lease Year. Additional Rent shall be paid to the Landlord or such other party as it is payable to, as the case may be, as and when required pursuant to the provisions of this Lease.

(d) The Landlord and Tenant agree that the Rent payable hereunder shall be net to the Landlord and that except as otherwise herein expressly provided, the Tenant shall, at its expense and to the complete exoneration of the Landlord, pay all costs, outlays and expenses of any nature and kind whatsoever relating to or affecting the Premises and in connection with any business carried on therein or thereon, including, without limitation, the payment of any amounts and the performance of any obligations under the Emphyteutic Lease, the Operating Agreement and the Servitude Agreement, provided that the Tenant shall not be responsible for the payment of any amounts or the performance of any obligations under any mortgage, hypothec or trust deed of the Landlord (including any amount payable by the Landlord to the Owner on account thereof pursuant to Section 10.03 of the Emphyteutic Lease) or the payment of any income tax or tax on capital of the Landlord or for the payment of amounts against which the Landlord would have an equivalent right of set-off pursuant to the provisions of the Emphyteutic Lease or the Operating Agreement, or both.

3.4 Head Lease.

(a) During the Term, the Tenant shall perform all obligations of the Landlord under the Head Lease capable of being performed by the Tenant as tenant, excluding the obligation to pay to the head landlord thereunder all rent and other amounts from time to time due to the head landlord under the Head Lease, and shall be subject to all the restrictions of the Head Lease (and which the Tenant shall not breach, notwithstanding any provision of this Lease which may be inconsistent with any provision of the Head Lease).

(b) During the Term, the Tenant shall have all of the rights and benefits of the Landlord under the Head Lease capable of being enjoyed by the Tenant as tenant, except as otherwise provided for in this Lease (and, in particular, except as provided for in Sections 3.10, 3.10A, 3.10B, 3.10D, 3.13 and 5.8 hereof).

(c) To the extent that, because of the nature of the covenant or obligation in the Head Lease, the Landlord and not the Tenant must perform it, the Landlord will perform it, and will not do or permit any act or thing which causes a breach of the Head Lease.

(d) The Landlord will (except as between the Landlord and the Tenant only but without modifying, reducing or releasing any obligations of Landlord under the Head Lease, to the extent that its obligations have been assumed by the Tenant pursuant to this Lease) keep the Head Lease in good standing, will not surrender it without the Tenant's consent, and will enforce for the benefit of the Tenant. as tenant all covenants or obligations of the Owner thereunder in favour of the Landlord.

(e) The Owner, the Landlord and the Tenant hereby covenant, agree and confirm that none of the provisions of this Lease shall be interpreted as affecting or otherwise diminishing the emphyteutic nature of the Head Lease.

3.5 Taxes.

(a) The Tenant will during the Term pay or cause to be paid when due to the taxing authority any and all realty taxes payable pursuant to the provisions of Section 7.01(a) of the Head Lease, and such payment shall constitute Additional Rent.

(b) The Tenant will during the Term pay or cause to be paid when due all utility rates and charges payable pursuant to Section 7.01(b) of the Head Lease.

(c) During the Term, the Tenant shall pay and discharge or cause to be paid and discharged when due all goods and services, excise, commodity and sales taxes that may be charged in relation to the Premises or the Rent, or in relation to any contracts or leases entered into by the Tenant in relation to the Premises.

(d) During the Term, the Tenant shall pay, perform and maintain in good standing all agreements and other rights granted or assigned to the Tenant pursuant to Section 5.9.

3.6 Statutory and other Requirements.

During the Term the Tenant will comply with or cause to be complied with, promptly and without expense to the Landlord, all requirements of every applicable statute, ordinance, regulation, municipal by-law or order with respect to the condition, equipment, maintenance, use or occupation of, and with respect to any alteration or addition to, any building or structure forming part of the Premises; but nevertheless the Tenant may, subject to the terms of the Head Lease, contest the application or validity of any such legal requirement, but shall indemnify the Landlord and Owner with respect to any cost, expense, penalty or sanction and

may postpone compliance therewith only if the proceedings are prosecuted with all due diligence and dispatch and such compliance is not immediately enforceable.

3.7 Maintenance and Repair of Premises.

(a) During the Term, the Tenant will keep or cause to be kept in good order, condition and repair and properly maintained all of the Premises including any buildings or structures and building equipment forming part thereof, including without limitation the foundations, walls, roofs, windows and doors, wiring, water, sewer and gas systems and connections, pipes and mains and all other improvements, fixtures and equipment and facilities belonging to the Premises or any part thereof or used in their operation except to the extent that the maintenance and repairs of any of the foregoing are the obligation of the Owner (if any) and further subject to the provisions of Section 3.8 hereof (to the extent such provisions relieve the Tenant of such obligation).

(b) The Landlord and Owner shall have the right at all reasonable times during the Term to inspect the state of maintenance and repair of the Premises and require the Tenant to make such replacements and repairs as are required to comply with paragraph (a), and if the Tenant fails to perform such obligation in any case after written notice and within a reasonable time, the Landlord may perform the obligation and for that purpose may enter upon the Premises or any part thereof affected on not less than five (5) days prior notice to the Tenant or without notice in the case of an emergency and do such things upon or in respect of the Premises as the Landlord considers necessary or desirable to remedy or attempt to remedy the non-compliance, and the Tenant will pay as Rent immediately upon demand of the Landlord all expenses incurred by the Landlord in so doing, and the Landlord will not be liable to the Tenant for loss or damage resulting from such action by the Landlord unless caused by the negligence of the Landlord or another person for whose negligence the Landlord is responsible in law.

3.8 Insurance and Casualty Damage or Destruction.

The Tenant shall at all times during the Term comply with and be bound by the provisions of Article XI of the Head Lease.

3.9 Alterations and Fixtures.

(a) (i) Subject always to the provisions of the Head Lease, the Tenant shall at its own expense have the right from time to time during the Term to make any alterations or additions to the Premises or any part thereof that it may deem necessary for its use or occupation or for any purposes related to its enterprise, without being obligated to restore them to their original condition at the expiration of the Term, provided that in making such alterations or additions the Tenant shall not, without the prior written consent of the Landlord, conduct any substantial demolition or work which will materially reduce the value of the Premises, impair or weaken the structure of any building comprising part of the Premises, or breach the statute, building code or municipal by-law or any provision of the

Head Lease. The Tenant shall be and remain at all times responsible for the payment for all alterations and additions to the Premises made by it, and to keep the Premises free of legal hypothecs or other encumbrances arising therefrom.

(ii) Alternatively, the Tenant may from time to time during the Term require the Landlord to make any alterations or additions which the Tenant is permitted to make pursuant to paragraph (a)(i), provided that sufficient capital is available or is made available to the Landlord for the purpose.

(b) Subject always to the provisions of the Head Lease, at or before the expiration or termination of the Term, the Tenant may remove and take away from the Premises all fixtures, fittings, plant machinery, or other equipment upon the Premises in a nature of trade or tenant's fixtures, but the Tenant will, in such removal, do no material damage to the Premises or will make good any damage which it may occasion thereto.

(c) Upon written request of any ABL Lender, each of the Owner and the Landlord shall enter into an agreement (in this Section 3.9(c), a "waiver of distress agreement") with such ABL Lender in a form that is satisfactory to the Owner, the Landlord, the Tenant and such ABL Lender, each acting reasonably. Such waiver of distress agreement shall contain: (i) a waiver of distress or other liens by each of the Owner and the Landlord in favour of such ABL Lender; (ii) a right for such ABL Lender to conduct a liquidation of inventory from the Premises for a limited period of time (but not less than 120 days) and upon such commercially reasonable terms and conditions as the parties agree, acting reasonably, provided that in no event shall such liquidation include any inventory or goods brought to the Premises for the purpose of such liquidation that were not a part of the Tenant's inventory at the Property in the ordinary course; and (iii) such other commercially reasonable terms and conditions agreed upon by the parties, each acting reasonably. In this Section 3.9(c), "**ABL Lender**" means a recognized financial institution (including a bank and a trustee for bondholders) who from time to time has provided ABL Financing to the Tenant and/or one or more of its Affiliates.

3.10 Assignment and Subletting.

The Tenant shall not transfer, assign or sell any rights granted to it hereunder and shall not sublet the whole or any part of the Premises nor grant any concession or licence within or with respect to the Premises or in any other way alienate this Lease or the Premises leased hereunder without in any such case the prior written consent of both of the Landlord and the Owner, which consent may be withheld in the sole discretion of either of the Landlord or the Owner, provided however, that no consent shall be required in the following instances:

(a) the subletting of the Premises or any part thereof or the assignment of this Lease and other rights granted hereunder to any company which is a parent, affiliate or subsidiary of the Landlord or Tenant if the Landlord or Tenant, as the case may be, shall have previously agreed with the Owner that during the term of such

sublease or assignment such company will continue to be a subsidiary, parent or affiliate, as the case may be.

(b) the assignment of this Lease and other rights granted hereunder to any company resulting from the merger or consolidation of the Tenant and one or more companies or to which the Tenant sells all or substantially all its assets in the Province of Quebec provided that such company carries on a department store business with substantially similar merchandising, service and operating practices to that then carried on by the Tenant.

(c) the subletting of the Premises and/or the assignment of this Lease and other rights granted hereunder and/or the hypothecating of the interest of the Tenant in this Lease and other rights granted hereunder as security, by way of fixed hypothec, mortgage, pledge or charge or by way of floating charge, to any creditor in connection with or as incidental to a bona fide financing by the Tenant or by the Landlord.

(d) the subletting or granting of any concession or licence (other than as provided in subsection (a) hereof) to use any part of the Premises provided that the FLOOR AREA (as such term is defined in Section 1.11 of the Operating Agreement) of the part so sublet and/or in respect of which there shall have been granted concessions or licences shall not at any time exceed twenty percent (20%) (in the aggregate) of the FLOOR AREA of the buildings comprised in the Premises, and provided further that (other than as provided in subsection (a) hereof) (i) no subletting shall be made, nor any licence or concession granted to any person, firm or corporation which then leases other space in the shopping centre on the SHOPPING CENTRE LANDS (as such term is defined in the Operating Agreement) provided that the Tenant may consult with the Landlord and Owner with a view to obtaining their consent to a subletting, licence, franchise or concession to any such person, firm or corporation, such consent not to be unreasonably withheld, and (ii) no subletting shall be made, nor any licence or concession granted, for the operation on the Premises of a variety store or a junior department store if such operation, either by reason of its being carried on under a different name or otherwise, would appear to be a separate operation from that carried on in the balance of the Premises; and (iii) the Tenant shall ensure that any sublease, licence or concession shall contain provisions respecting amongst other things (and without limitation) merchandising, operation, use of COMMON AREA FACILITIES (as such term is defined in Section 1.07 of the Operating Agreement) consistent with the provisions of the Operating Agreement and this Lease and the Tenant shall be fully responsible for compliance by such sublessees, licencees or concessionaires with the applicable provisions hereof; and (iv) such sublease, licence or concession operation shall be operated in a manner similar to similar operations in other suburban department stores of the Tenant in the Province of Quebec.

Notwithstanding the foregoing, the Tenant shall give the Landlord and Owner reasonable prior notice of any permitted assignment or subletting other than under paragraph (d) of this Section 3.10. Failure to give such notice shall not, however, constitute a default which would give rise to a right of termination of this Lease. The Tenant shall, on reasonable demand by the Landlord or Owner at any time and from time to time, furnish to the demanding party all relevant particulars respecting matters involving the operation of paragraph (d) of this Section 3.10.

No permitted assignment or subletting, or granting or a concession or licence under this Section, shall affect or reduce the liability of the Tenant under any of the terms and provisions of this Lease save as specifically provided in Sections 3.10A and 3.10B and in this paragraph, and the Tenant shall continue to be liable to the Landlord and Owner for the performance of the respective covenants and obligations to each, as contained in this Lease. In the case of any assignment permitted under the terms of paragraph (b) of this Section, the Tenant shall cause the assignee to enter into a written agreement with the Landlord and Owner whereby such assignee agrees to fulfill all of the covenants and obligations of the Tenant under this Lease and to become solidarily liable with the Tenant for the performance of such covenants and obligations unless such assignee is formed as a result of a merger or consolidation of the Tenant with one or more companies in which event the assignee will be solely liable.

3.10A **Additional Assigning and Subletting Rights.**

Notwithstanding the provisions of Section 3.10, the consent of the Landlord and Owner to any proposed assignment of this Lease shall not be unreasonably withheld or delayed (i) if the proposed assignee carries on a department store business with substantially similar merchandising, service and operating practices to that then carried on by the Tenant and (ii) if the proposed assignee shall then be in a position to borrow money on a long term basis at an interest rate no less favourable than that which would be available to the Tenant if the Tenant were to then borrow money on a long term basis and (iii) if the proposed assignee shall have entered into an agreement with the Landlord and Owner in form reasonably satisfactory to the Landlord and Owner whereby it agrees to be bound by, to perform or to assume (as the case may be) all of the covenants and obligations of the Tenant under this Lease. With the notice of any proposed assignment the Tenant shall furnish the Landlord and Owner with such reasonable information in connection with the financial standing of the proposed assignee as shall be reasonably necessary to enable the Landlord and Owner to determine whether the foregoing condition in paragraph (ii) has been met. Within thirty (30) days after receiving notice of any proposed assignment under the provisions of this Section, the Landlord and Owner shall advise the Tenant as to whether or not it will consent thereto, and in the event either or both of the Landlord and Owner shall not consent, each party not consenting shall advise the Tenant of the reason such consent is being withheld. In the event that the Landlord and Owner do not so advise the Tenant within such period of thirty (30) days or, if not consenting to the proposed assignment, do not advise within such period of the reason such consent is being withheld, they shall be deemed to have consented to the proposed assignment, such thirty day period being stipulated for this purpose notwithstanding any shorter period provided by law. Any dispute as to whether any proposed assignee meets the conditions set forth in paragraphs (i) and (ii) of this

Section shall be settled by arbitration in accordance with Section 5.14 of this Lease. Upon any permitted assignment pursuant to the provisions of this Section 3.10A, the Tenant shall be released and discharged from any and all of its obligations hereunder or assumed hereunder from and after the effective date of such assignment.

3.10B Consent to Assigning and Subletting.

In any case where by the terms of this Lease the consent of the Landlord and Owner is required to a subletting or assignment by the Tenant (whether or not such consent may be unreasonably withheld), the Tenant shall, not less than three (3) months prior to the date on which its proposed subletting or assignment is to become effective, give the Landlord and Owner notice of its intention to sublet or assign and of the terms on which such subletting or assignment is to be made and the identity of the proposed sublessee or assignee and shall offer to assign this Lease to the Owner on terms and conditions whereunder the Owner shall agree to pay to the Tenant all amounts which would have been paid to the Tenant by such proposed sublessee or assignee on such subletting or assignment, and the Owner shall be entitled to accept such offer to assign within thirty (30) days after such offer is made. If the Owner accepts such offer, the Landlord and the Tenant shall be released and discharged from any and all of their obligations under this Lease, the Emphyteutic Lease, the Operating Agreement and the Servitude Agreement from and after the effective date of such assignment and, notwithstanding anything to the contrary contained herein or therein, this Lease, the Emphyteutic Lease, the Operating Agreement and the Servitude Agreement shall thereupon automatically terminate.

Notwithstanding anything to the contrary contained in this Section 3.10B, until such time as final acquittances and discharges in respect of the hypothecs created by the terms of any instrument by which the Owner hypothecates the SHOPPING CENTRE LANDS (as such term is defined in the Operating Agreement) other than the SIMPSON LAND (as such term is defined in the Operating Agreement) and deeds supplemental thereto or in consolidation thereof shall have been executed by the hypothecary creditor or trustee for bondholders, as the case may be, or its successors or assigns, none of the provisions of the first paragraph. of this Section 3.10B shall be operative without the written consent of the hypothecary creditor or trustee for bondholders, as the case may be, or its successors or assigns.

3.10C Intentionally Deleted.

3.10D Mergers.

In the event that the Landlord or the Tenant wish to take any action, whether a merger, consolidation, winding up or other action, which, by confusion of the Landlord and Tenant, would result in the termination of this Lease or the cessation of the effect of any of its provisions, such action shall not be taken unless and until this Lease has been assigned by the Tenant to a company which is a parent, affiliate or subsidiary of the Landlord or the Tenant and the separate legal existence of which will continue after such action has been taken and which company shall have entered into a written agreement with the Owner and the Landlord whereby such company agrees to fulfill all of the covenants and obligations of the Tenant under this Lease

and to become solidarily liable with the Tenant for the performance of such covenants and obligations. Moreover, the Landlord and Tenant shall, before the taking of such action, agree with the Owner that, unless such assignee company itself assigns to a permitted assignee contemplated by Section 3.10 of this Lease, during the remainder of the term of this Lease such assignee company will continue to be a parent, affiliate or subsidiary of the Landlord or the Tenant, as the case may be, or, for greater certainty, the entity resulting from the merger, consolidation or other action.

3.11 Surrender.

(a) At the expiration or sooner termination of the Term, the Tenant shall peaceably surrender to the Landlord all of the Premises, together with all buildings and fixed improvements thereon, in good and substantial repair and condition complying with the requirements of Section 3.7.

(b) Any surrender of the whole or any part of the Premises pursuant to this Section 3.11 shall, at the request of either party, be evidenced by an appropriate instrument in writing executed by the parties.

3.12 Indemnity.

The Tenant will indemnify and save harmless the Landlord of and from all liabilities, damages, costs, fines, suits, claims, demands and actions of every kind or nature to which the Landlord shall or may become liable or suffer by reason of any breach, violation or non-performance by the Tenant of any covenant or obligation in this Lease on the part of the Tenant to be observed and performed, or by reason of the death or injury occasioned to or suffered by any person or persons who may be upon or about the Premises or by reason of any loss or damage to property upon or about the Premises, unless attributable to the Landlord's negligence or other fault. This indemnification will survive any termination of this Lease, with respect to the subject matter of any indemnification which arises before the termination of this Lease.

3.13 Landlord's Remedies.

(a) The Landlord, in addition to all other rights and remedies for the recovery hereof, shall have the same remedies and make take the steps for the recovery of all sums from time to time payable by the Tenant to the Landlord under any provision of this Lease as it might take for the recovery of Rent in arrears.

(b) If and whenever the Rent or any part thereof shall be unpaid for thirty (30) days after the Tenant has received notice in writing from the Landlord of any payment of Rent in arrears, if the Tenant, not being prevented by circumstances beyond its reasonable control, fails to begin to remedy any breach or non-performance of any of the covenants (other than its covenant to pay Rent) in this Lease on the part of the Tenant to be performed within thirty (30) day after the receipt of written notice from the Landlord of the nature of the breach or non-performance and thereafter fails to proceed diligently to cure the breach or non-performance, or

the bankruptcy or insolvency of the Tenant, then in any of such cases it shall be lawful for the Landlord, at any time thereafter to terminate this Lease and to enter into upon the Premises or any part thereof in the name of the whole and the same to have again and repossess and enjoy as of its former estate, anything herein contained to the contrary notwithstanding (other than Section 3.13(c) and Section 5.8(c)).

(c) Without limiting the foregoing provisions of this Section 3.13, if the Landlord has terminated this Lease in accordance with Section 3.13(b) following the occurrence of a Tenant Event of Default, the following shall apply:

(i) subject to Section 5.8(c)(ii), the Landlord shall have the right to elect, by notice in writing (the "**Notice of New Lease**") given at any time within 23 months after the effective date of the termination of this Lease (the "**New Lease Deadline**") to enter into:

(A) a new written lease (the "**New Lease**") with a Permitted Replacement Tenant; or

(B) two (and not more than two) separate New Leases, each with a different Permitted Replacement Tenant; provided that:

(I) an area of not less than 50,000 square feet of the FLOOR AREA (as such term is defined in Section 1.11 of the Operating Agreement) shall be subleased by the Landlord pursuant to each such separate New Lease; and

(II) the entirety of the Premises shall, in the aggregate, be subleased pursuant to such two separate New Leases.

Each New Lease shall be between the Owner, as owner, the Landlord, as sublandlord, and a Permitted Replacement Tenant, as subtenant, and shall be for a term concurrent with the Unexpired Term. Each New Lease shall be drafted by the Owner. In the case of a New Lease with an Affiliate of an Acceptable Replacement Department Store Operator, such New Lease shall provide that at the time such New Lease is entered into, such Affiliate, the Acceptable Replacement Department Store Operator, the Landlord and the Owner shall also enter into the applicable Affiliate Guarantee. Except as provided above, the New Lease shall contain the same terms and conditions as are contained in this Lease (as this Lease exists on the date immediately prior to the date on which such termination becomes effective) and which would apply to, and be in force for, the Unexpired Term if the termination of this Lease had not occurred. By the 15th Business Day after the date the Owner provides a New Lease to the Landlord and confirms that the Owner is prepared to enter into such New Lease in the form provided to the Landlord, each of the Owner and the Landlord shall, and the Landlord shall use diligent and commercially

reasonably efforts to cause the applicable Permitted Replacement Tenant to, execute and deliver to each other such New Lease.

(ii) If a Notice of New Lease has been delivered and one (or two, as applicable) New Lease(s) are subsequently entered into in accordance with Section 3.13(c)(i), the Owner shall not be entitled to exercise its rights as provided pursuant to Section 5.8(c) below; provided that:

(A) if the Landlord does not deliver a Notice of New Lease by the New Lease Deadline, or such notice is delivered by such time and one (or two, as applicable) New Lease(s) are not subsequently entered into in accordance with Section 3.13(c)(i); or

(B) notwithstanding the delivery of a Notice of New Lease and the subsequent execution and delivery of one (or two, as applicable) New Lease(s) in accordance with Section 3.13(c)(i), if the amount of time that the positive operating covenants set out in the Operating Agreement are not satisfied exceeds 24 months in the aggregate (including, without limitation, the time of closure(s), if any, giving rise to the Tenant Event of Default, the time of closure(s), if any, between such time and the entering into of the New Lease(s), and the time, if any, of closure(s) permitted pursuant to Section 3.13(c)(iii) below),

the Owner shall be entitled to exercise its rights as provided pursuant to Section 5.8(c) below and, if not yet exercised, the Landlord shall have no further right to enter into one (or two, as applicable) New Lease(s) in accordance with Section 3.13(c)(i) in respect of the relevant Tenant Event of Default.

(iii) If one (or two, as applicable) New Lease(s) are entered into in accordance with Section 3.13(c)(i), the positive operating covenants set out in the Operating Agreement shall be subject to temporary closure for renovation, remerchandising or refixturing, provided that such closure shall only be for the period of time the applicable Permitted Replacement Tenant requires, acting reasonably and diligently, to complete any such work in compliance with its obligations under the Operating Agreement and the applicable New Lease; provided that: (A) such period of time shall not in any event exceed 24 months following the effective time of the termination of this Lease in accordance with Section 3.13(b); and (B) the Owner's rights pursuant to Section 5.8(c) shall apply in the circumstances set out in Section 3.13(c)(ii) above.

(iv) No New Lease shall affect or reduce the liability of the Tenant under any of the terms and provisions of this Lease, the Operating Agreement and/or

the Servitude Agreement and the Tenant shall continue to be liable to the Landlord and Owner, as applicable, for the performance of the respective covenants and obligations to each, as contained in this Lease, the Operating Agreement and/or the Servitude Agreement.

(v) With the Notice of New Lease the Landlord shall furnish the Owner with such reasonable information in connection with proposed Permitted Replacement Tenant, as shall be reasonably necessary to enable the Owner to determine whether the proposed Permitted Replacement Tenant is an Acceptable Replacement Department Store Operator (or an Affiliate thereof).

(vi) Any dispute as to whether any proposed Permitted Replacement Tenant is an Acceptable Replacement Department Store Operator shall be settled by arbitration in accordance with Section 5.14 of this Lease.

3.14 Waiver.

The Landlord hereby waives any right it may have to distrain for arrears of rent and waives any lien the Landlord may have upon the goods of the Tenant or any other similar right granted by statute or existing at common law or in equity. The Landlord further agrees that, at the request of the Tenant, it will confirm such waivers and enter into an agreement to this effect with any lender providing bona fide financing to the Tenant or an affiliated person (as such term is defined in the *Income Tax Act* (Canada)).

ARTICLE 4
NOTICES

4.1 Notices.

All notices, demands, requests, consents, agreements and approvals (collectively, "notices") which may or are required to be given pursuant to any provision of this Lease shall be given or made in writing and if mailed by first-class registered mail shall be deemed to have been received four (4) business days (excluding Saturdays and Sundays) after the post marked date hereof and, if delivered by hand, shall be deemed to have been received on the day of delivery. Notwithstanding the foregoing, the parties hereto agree that, in the event of any publicized postal interruptions, notices shall be delivered by hand and shall not be sent by first class registered mail. Notices shall be addressed as follows:

(a) if to the Landlord:

401 Bay Street
Suite 500
Toronto, Ontario
M5H 2Y4

Attention: Senior Vice President, Real Estate and Development

(b) if to the Tenant:

401 Bay Street
Suite 500
Toronto, Ontario
M5H 2Y4

Attention: Senior Vice President, Real Estate and Development

(c) if to the Owner:

c/o The Cadillac Fairview Corporation Limited
20 Queen Street West
Toronto, Ontario
M5H 3R3

Attention: General Counsel

or to such other address or in case of such other officers as the parties may from time to time advise each other by notice in writing.

ARTICLE 5
MISCELLANEOUS

5.1 Time of the Essence.

Time shall be of the essence in this Lease and of all covenants, agreements, provisos or conditions contained herein.

5.2 Entire Lease.

This Lease constitutes the entire agreement between the parties with respect to the subject matter of this Lease, and supersedes all prior agreements and undertakings between the parties with respect thereto. There are no representations, warranties, undertakings or agreements between the parties with respect to the subject matter of this Lease except as referred to herein and this Lease may not be amended or modified in any respect except by written instrument signed by the parties; provided that the Landlord and the Tenant shall be permitted from time to time to amend the amount of the Base Amount by written agreement of the Landlord and the Tenant.

5.3 Further Assurances.

The Landlord and the Tenant will each execute and deliver such further documents and instruments and do such acts and things as may be reasonably required by the other to carry out the intent and meaning of this Lease and to assure to the Tenant the Premises.

5.4 Applicable Law.

This Lease shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the Province of Quebec and the laws of Canada applicable therein. The parties attorn to the jurisdiction of the courts of the Province of Quebec.

5.5 Binding Lease.

This Lease shall enure to the benefit of and be binding upon the parties and their respective successors and assigns (but subject to any limitations imposed on the Landlord and Tenant pursuant to Sections 3.10, 3.10A, 3.10B and 3.10D).

5.6 Severability.

Should any provision or provisions of this Lease be illegal or not enforceable, from and after the time when it or they are or become illegal or not enforceable it or they shall be considered separate and severable from the remaining provisions of this Lease which shall remain in force and be binding upon the parties hereto as though the said illegal or unenforceable provision or provisions had, from and after such time, never been included, it being understood that any such illegal or unenforceable provision or provisions that there may be at the date of execution of this Lease shall be deemed null and void ab initio. The parties agree not to attempt to enforce any provision or provisions of this Lease if to do so would constitute a breach of any statute, law, regulation or order or could create a well-founded action thereunder. Section 5.14 shall not apply to any dispute arising under this Section 5.6 and either party may submit any question involving the illegality, unenforceability, voidability or void character of any provision or provisions of this Lease, its or their attempted enforcement to any court of competent jurisdiction at any time. In the event of conflict between this Section and any provision or provisions of this Lease, this Section shall prevail.

5.7 Counterparts/Facsimile.

This Lease may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall be deemed to constitute one and the same instrument. The transmission by facsimile of a copy of the execution page hereof reflecting the execution of this Lease by a party shall be effective to evidence that party's intention to be bound by this Lease and that party's agreement to the terms, provisions and conditions hereof, all without the necessity of having to produce an original copy of such execution page.

5.8 Certain Covenants in favour of the Owner.

The Landlord and Tenant hereby undertake the following in favour of the Owner:

(a) Except as provided herein this Lease may not without the consent of the Owner be terminated prior to the expiration of its term as contemplated by Section 3.1 hereof.

(b) They will not amend the provisions of this Lease relating to Sections 3.1, 3.10A, 3.10B, 3.10D or 3.13(c) of this Lease or the obligation of the Tenant to perform the obligations of the Landlord under the Emphyteutic Lease, the Operating Agreement and the Servitude Agreement.

(c) Any assignment, subletting or granting of concession contrary to the provisions of Sections 3.10, 3.10A, 3.10B and 3.10D of this Lease, and any entering into of any New Lease contrary to Section 3.13(c) shall, in each case be null and void as against the Owner and should such event occur or should this Lease without the Owner's consent be purportedly terminated except as contemplated herein or should the Tenant fail to respect the rights of the Owner or to fulfill the obligations of the Landlord under the Emphyteutic Lease, the Operating Agreement and the Servitude Agreement (and any such event, purported termination or failure hereinafter being called a "default") and should a default not be remedied within sixty (60) days (or such longer period as may reasonably be necessary having regard to the nature of such default) after receipt by the Landlord and Tenant (and by mortgagee or hypothecary creditor (including trustee for bondholders) of the interest of the Landlord in the Premises at the address of such creditor furnished by the Landlord) of notice of same given by the Owner which notice shall with reasonable particularity state the nature of the default and require the same to be remedied or should the Tenant become bankrupt or insolvent, then, as to such a default or bankruptcy or insolvency:

(i) if the Landlord has not terminated this Lease in accordance with Section 3.13(b) following the occurrence of a Tenant Event of Default and such Tenant Event of Default has continued for a period of 23 months, the Owner may, without prejudice to its other rights and recourses, by notice to the Landlord and Tenant, assume all the right, title and interest of the Tenant in and to this Lease, effective as and from the expiration of the period permitted to remedy the default, and the Tenant hereby assigns and transfers to the Owner, the Owner hereby accepting, effective only as and from such date, all its said right, title and interest, and the Landlord hereby consents to such assignment and transfer subject, however, as provided in paragraph (d) hereof; or

(ii) if the Landlord has terminated this Lease in accordance with Section 3.13(b) following the occurrence of a Tenant Event of Default and the

provisions of Sections 3.13(c)(ii)(A) or (B) are applicable, the Owner may, without prejudice to its other rights and recourses, terminate the Emphyteutic Lease, the Operating Agreement and the Servitude Agreement at any time by notice of ninety (90) days to the Landlord.

(d) If notice of the assumption of right, title and interest by the Owner is given to the Landlord and Tenant as provided in Section 5.8(c)(i) above, this Lease shall remain in full force and effect in accordance with its terms and conditions, save and except that:

(i) Any amendment or addition made thereto between the Landlord and Tenant without the consent of the Owner will not be binding on the Owner.

(ii) The provisions under Section 3.10, 3.10A, 3.10B and 3.10D of this Lease, save for the provisions of Sections 3.10A and 3.10B pertaining to the release and discharge of the Landlord and Tenant, shall cease to have effect as between the Landlord and the Owner, as tenant, shall be permitted to assign its rights under this Lease or to sublet or grant concessions or licences in respect of all or any party of the Premises.

(iii) The Owner will be deemed to be in good standing under this Lease as of the effective date of the assignment to the Owner and the Landlord will be deemed to have waived any defaults prior to such date.

(iv) Neither the Landlord nor the Owner shall be bound by the provisions of ARTICLE III of the Operating Agreement or Section 4.01(a) of the Servitude Agreement.

(v) The Landlord shall be entitled, at its option, to terminate the Emphyteutic Lease, the Operating Agreement, the Servitude Agreement and this Lease at any time by notice of ninety (90) days to the Owner.

(vi) The Base Amount shall cease to be payable during the remainder of the Term.

5.9 <u>Operating Agreement and Servitude Agreement.</u>

(a) The Landlord hereby assigns to the Tenant for the Term, the Tenant hereby accepting, all its rights under the Operating Agreement and the Servitude Agreement and the Tenant undertakes in favour of the Landlord and Owner to respect the rights of the Owner thereunder and to perform the obligations of the Landlord thereunder; provided that upon the expiry or termination of the Term, such assignment no longer be of any force or effect and at such time the Tenant shall no longer have any further right, title or interest in or to the Operating Agreement and/or the Servitude Agreement. For greater certainty, the Landlord hereby acknowledges that neither such assignment nor such undertaking shall in any way affect or

reduce its obligations in favour of the Owner under the Emphyteutic Lease, the Operating Agreement and the Servitude Agreement, it being understood that this acknowledgement does not in any way affect the right of the Landlord to be released and discharged from such obligations in accordance with the provisions of Section 3.10B hereof.

(b) The Owner hereby stipulates in favour of the Tenant, the Tenant hereby accepting, that subject to Section 5.9(c), the Operating Agreement and Servitude Agreement shall enure to the benefit of the Tenant and its permitted assignees or sublessees contemplated in Sections 3.10, 3.10A, 3.10B and 3.10D hereof. For greater certainty but without limiting the generality of the foregoing, the Owner, Landlord and Tenant acknowledge that it has always been their intention that the name of the Tenant will for the term of this Lease be substituted for the name of the Landlord in the positive operating covenants of the Operating Agreement and that, where the Tenant is not in possession of the SIMPSON BUILDING (as such term is defined in the Operating Agreement) as a result of there being a permitted assignee or sublessee (as contemplated in Sections 3.10, 3.10A, 3.10B and 3.10D hereof) in such possession, the name of the permitted assignee or sublessee, as the case may be, of the Tenant will be substituted for the name of the Tenant in the positive operating covenants of the Operating Agreement.

(c) Notwithstanding Section 5.9(b) and notwithstanding any provision of this Lease, the Emphyteutic Lease, the Operating Agreement and/or the Servitude Agreement to the contrary, following the Effective Date the Tenant shall not have any right of approval, consent, consultation or other similar right pursuant to or in respect of the Operating Agreement and the Servitude Agreement, it being agreed that such rights are to be exercised by the Landlord, in each case acting reasonably and without undue delay; provided that if the Owner requests any such consent or approval of the Landlord, the Landlord shall respond to any such request within 15 Business Days following such request, and such response shall include the Landlord's reasons for withholding such consent or approval if the Landlord is withholding.

5.10 Contestation of Taxes.

The Landlord and Tenant hereby covenant in favour of the Owner that, in the event that taxes, rates, assessments, fees or other charges are contested as contemplated in Section 6.05 of the Emphyteutic Lease and the payment thereof is withheld as permitted in such Section, the Tenant shall pay the costs of contestation and shall provide such security as the Landlord or Owner may reasonably require for the payment of such taxes, rates, assessments, fees or other charges, so contested, provided, however, that there shall be no contestation or non-payment which renders the Premises subject to sale or forfeiture.

5.11 Unavoidable Delay.

Whenever in this Lease it is provided that anything be done or performed, such provisions are subject to any Unavoidable Delay. None of the parties hereto shall be deemed to be in default in the performance of any obligation hereunder during the period of any Unavoidable Delay relating thereto and any period for which the performance of such obligation shall be extended accordingly. Each of the parties hereto shall immediately notify the others as to

the commencement, duration and consequence (so far as the same is within the knowledge of the party in question) of any Unavoidable Delay.

5.12 References to Lease.

The expressions "this Lease", "hereof', "herein", "hereunder" and similar expressions refer to this Lease as a whole and not only to a particular Section or portion of this Lease.

5.13 English Language.

The parties acknowledge their express wish that this agreement and all ancillary documents and notices be drawn up in the English language, except for any ancillary documents or notices in respect of which the exclusive use of French is required by law. Les parties par les presentes confirment leur volonte expresse que la presente convention et tous les documents et avis ancillaires soient rediges en langue anglaise, exception faite des documents ou avis ancillaires, s'il yen a, pour lesquels la loi exige l'usage exclusif du francais.

5.14 Arbitration.

(a) In the event that any dispute shall arise between either or both of the Landlord and Tenant, on the one hand, and the Owner, on the other hand, arising out of or in any way connected with this Lease or the interpretation thereof or the fulfillment of the obligations of the parties hereunder, the parties agree that the dispute shall be referred by the written submission of the parties to final and binding arbitration by three arbitrators, one of whom shall be chosen by either or both of the Landlord and Tenant, as the case may be, one by the Owner and the third by the two so chosen, in accordance with Articles 940 to 951 of the Code of Civil Procedure of Quebec.

(b) The party or parties desiring such arbitration may at any time deliver to the other party or parties a draft submission to arbitration signed by such party or parties, stating the objects in dispute and naming an arbitrator. The party or parties to whom such draft is delivered shall have a period of fourteen (14) days from receipt thereof to name an arbitrator and either to execute the same or to propose such changes as such party or parties may wish in the terms thereof. If, at the end of such fourteen (14) day period, the parties have not agreed and jointly executed a submission to arbitration, any party may apply by motion to a judge of the Superior Court of Montreal to state the objects in dispute and the judgment of such judge shall avail for all purposes as a submission to arbitration. If within said fourteen (14) day period the party or parties who have been notified of a dispute fail to appoint an arbitrator, any party may apply as hereinabove provided for the appointment of an arbitrator to represent the party or parties in default. If within a reasonable time the two arbitrators appointed by the parties do not agree upon a third arbitrator, application may be made by any of the parties for the appointment of a third arbitrator.

(c) In the case of death, refusal, withdrawal or inability to act of one of the arbitrators, a replacement shall be named by the party or parties naming the incapacitated

arbitrator within seven (7) days and if such replacement is not so named such appointment shall be made by a judge of the Superior Court of the District of Montreal.

(d) The proceedings of the arbitrators shall in all respects be governed by Articles 940 to 951 of the Code of Civil Procedure or any successor legislation. The cost of any arbitration shall be borne by the parties hereto except as the arbitrators may otherwise determine. Unless the parties to any arbitration otherwise agree in writing prior to the appointment of the arbitrators, no appeal shall lie from the decision of the arbitrators or the majority of them.

5.15 Side Letter Agreement.

The Owner and the Landlord hereby acknowledge and agree that the agreement set out in the letter dated November 21, 1975 from Le Carrefour Laval Ltée to Simpsons, Limited and executed by both of the said parties (the "**Side Letter**") continues to be binding upon the Owner and the Landlord as if they were the original signatories thereto, and the Tenant agrees with each of the Owner and the Landlord that it shall be bound by the provisions of the said Side Letter.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF the Parties have executed this Agreement as of the date and time first written above.

2472598 ONTARIO INC.

by _____
Name: David Pickwood
Title: Senior Vice President

_____
Name:
Title:

HUDSON'S BAY COMPANY

by _____
Name: David Pickwood
Title: Senior Vice President and General Counsel

_____
Name:
Title:

ONTREA INC.

by _____
Name:
Title:

_____
Name:
Title:

IN WITNESS WHEREOF the Parties have executed this Agreement as of the date and time first written above.

2472598 ONTARIO INC.

by _____
Name:
Title:

_____
Name:
Title:

HUDSON'S BAY COMPANY

by _____
Name:
Title:

_____
Name:
Title:

ONTREA INC.

by _____
Name: **Sandra J. Hardy**
Title: **Executive Vice-President, General Counsel & Secretary**

_____
Name: **Ellen Williamson**
Title: **Authorized Signing Officer**

APPENDIX “C”

ST. BRUNO

AMENDED AND RESTATED LEASE
AND
AMENDMENT OF OPERATING AGREEMENT AND SERVITUDE AGREEMENT

THIS AMENDED AND RESTATED LEASE AND AMENDMENT OF OPERATING AGREEMENT AND SERVITUDE AGREEMENT is made as of the 29th day of June, 2015.

A M O N G S T :

ONTREA INC.,

(the "**Owner**")

AND:

2472596 ONTARIO INC.,

(the "**Landlord**")

AND:

HUDSON'S BAY COMPANY,

(the "**Tenant**")

IN CONSIDERATION of the demise herein by the Landlord to the Tenant, the rent provided to be paid by the Tenant to the Landlord, and the respective covenants and agreements of the parties, and other good and valuable consideration (the receipt and sufficiency of which consideration are hereby acknowledged), the parties hereto agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Defined Terms

In this Lease:

"**Acceptable Department Store**" means:

(a) a top-tier, full-line, first-class department store which is part of a recognized chain with a high quality image, which specializes in high quality and/or luxury merchandise (both private label and recognized upscale brands) at high or mid-to-high price-points, and which has first class operations, merchandising and services, including an initial full-price

offering policy prior to any discounting of merchandise; it is agreed that as of the Effective Date a top-tier, full-line department store operated as "Bloomingdale's", "Neiman Marcus", "Holt Renfrew", "John Lewis" or "Selfridges" is an Acceptable Department Store and will continue to be so for so long as it meets the aforesaid standards in this paragraph (a); and

(b) a mid-tier, full-line, first-class department store which is part of a recognized chain with a medium to high quality image, which specializes in mid-to-high or mid price-point merchandise, which has first class operations, merchandising and services, including an initial full-price offering policy prior to any discounting of merchandise, and which has been approved by the Owner and the Landlord, each acting reasonably; it is agreed that: (i) as of the Effective Date a mid-tier, full-line department store operated as "Macy's" or "Simons" is an Acceptable Department Store that does not require the approval of the Owner or the Landlord and will continue to be so for so long as it meets the aforesaid standards in this paragraph (b); and (ii) the department stores operated as "Kohl's" or "J.C. Penney" do not meet the standards in paragraph (b) and accordingly are not Acceptable Department Stores as of the Effective Date.

It is further agreed that: (i) all third-tier or lower-tier department stores, such as those operated as of the Effective Date as "Wal-Mart", "Target", "Sears", "Marshalls", "Winners", and all other junior, value or discount department stores or membership warehouse stores, are not Acceptable Department Stores; and (ii) in no event shall a department store operated as a "Lord & Taylor" (or such other name or names used by such store) be an Acceptable Department Store.

"**Acceptable Replacement Department Store Operator**" means a Person who, at the time of the proposed New Lease is the operator of an Acceptable Department Store provided that such Person is the Person who operates the majority of all the Acceptable Department Stores in the applicable chain of such stores.

"**Additional Rent**" means all amounts, other than the Base Amount, that are or become due and payable by the Tenant pursuant to the provisions of this Lease or pursuant to any other obligation of the Tenant in respect of the Premises, including the payment of any amounts by the Landlord under the Emphyteutic Lease, the Operating Agreement and the Servitude Agreement, and includes, without duplication, a payment to the Landlord equivalent to the Landlord's Expense, but does not include any amount payable by the Landlord to the Owner pursuant to Section 9.03 of the Emphyteutic Lease.

"**Affiliate**" means, in respect of any Person (in this definition, such Person being referred to as the "**Subject Person**"), any other Person, directly or indirectly,

Controlling, Controlled by, or under direct or indirect common Control with, the Subject Person.

"**Affiliate Guarantee**" means, in the case of any New Lease entered into by an Affiliate of an Acceptable Replacement Department Store Operator with the Landlord and the Owner pursuant to Section 3.13(c), an agreement between the Affiliate, such Acceptable Replacement Department Store Operator, the Landlord and the Owner, in form and substance satisfactory to all of them, acting reasonably, pursuant to which: (i) the Acceptable Replacement Department Store Operator fully guarantees the performance by its Affiliate of all of its obligations under the New Lease and agrees to fully indemnify and save harmless the Landlord and the Owner from all Claims in respect of any breach by such Affiliate of such obligations; and (ii) the Affiliate and the Acceptable Replacement Department Store Operator agree with the Landlord and the Owner that if such Affiliate ceases to be an Affiliate of such Acceptable Replacement Department Store Operator, it shall re-assign the New Lease to the latter or another Affiliate of the latter.

"**Base Amount**" means the rent per square foot of gross leasable area of the department store building situated on the Premises, as provided in a rent agreement between the Landlord and the Tenant dated as of the Effective Date (as same may be amended from time to time).

"**Control**" or "**control**" means, in respect of any Person, the power to direct the management and policies, business and affairs of such Person, whether directly or indirectly, and the words "**Controlled**" and "**Controlling**" have corresponding meanings.

"**Effective Date**" means June 29, 2015.

"**Head Lease**" means the emphyteutic lease dated as of the 20th day of June, 1977 as originally entered into between Au Carrefour des Villes Ltée and Simpsons, Limited (the present parties to which are the Owner as emphyteutic lessor and the Landlord as emphyteutic tenant), any amendments and assignments thereto and any schedules attached thereto, and "Emphyteutic Lease" shall have the same meaning.

"**Landlord's Expenses**" means the amount of minimum rent payable to the Owner pursuant to the Head Lease.

"**Lease**" means this lease as amended, restated and/or supplemented from time to time by written documents between the parties purporting to amend, restate and/or supplement this lease, whether as contemplated or provided in this lease or otherwise.

"**Lease Year**" means the period coinciding with the financial year of the Landlord as from time to time established by the Landlord (which on the date of this Lease ends on the last day of January); provided that in the event of a change in the Landlord's financial year, the appropriate changes shall be made to the provisions of this Lease as between the Landlord and Tenant only (including those dealing with Rent and Term) so as to provide each of the Landlord and Tenant with equivalent rights and obligations.

"**Operating Agreement**" means the operating agreement made as of the 23rd day of August, 1978 between Au Carrefour des Villes Ltée and Simpsons, Limited (the present parties to which are the Owner as landlord and the Landlord as tenant), any amendments and assignments thereto and any schedules attached thereto.

"**Permitted Replacement Tenant**" means: (i) an Acceptable Replacement Department Store Operator that is not an Affiliate of HBC; (ii) an Affiliate of such Acceptable Replacement Department Store Operator, provided that such Affiliate is the operator of all the Acceptable Department Stores in Canada of the applicable chain of such stores, and provided that an Affiliate Guarantee has been executed and delivered in accordance with Section 3.13(c)(i); or (iii) a Person who has otherwise been approved by the Owner, which approval may be withheld in the sole discretion of the Owner**.**

"**Person**" or "**person**" means any person, firm, partnership, trust, corporation or any government or governmental board, department or agency, or any group of persons, firms, partnerships, trusts, corporations or governments or governmental boards, departments or agencies, or any combination thereof.

"**Premises**" means lot 2 110 820 of the Cadastre du Quebec, Registration Division of Chambly (formerly subdivision three of lot five hundred and nine and subdivision four of lot five hundred and nine (lots 509-3 and 509-4)) on the Official Plan and Book of Reference of the Parish of Saint-Bruno), with all buildings, structures, fixtures and improvements thereon, therein and thereunder, situated at 800 Des Promenades Boulevard, City of Saint-Bruno-de-Montarville, Province of Quebec, together with all of their rights, members and appurtenances.

"**Rent**" means the rent payable by the Tenant to the Landlord in respect of each Lease Year as provided in Section 3.3.

"**Servitude Agreement**" means the servitude agreement made as of the 23rd day of August, 1978 between Au Carrefour des Villes Ltée and Simpsons, Limited (the present parties to which are the Owner as landlord and the Landlord as tenant), any amendments thereto and any schedules attached thereto.

"**Tenant Event of Default**" means: (i) the non-payment of Rent or any part thereof by the Tenant that remains uncured beyond the period provided therefor in

Section 3.13(b) of this Lease; (ii) the breach or non-performance of any of the other covenants of the Tenant (other than its covenant to pay Rent) in this Lease that remains uncured beyond the period provided therefor in Section 3.13(b) of this Lease; or (iii) the bankruptcy or insolvency of the Tenant.

"**Term**" means the term of this lease as stipulated in Section 3.1.

"**Unavoidable Delay**" means any delay occasioned by "cas fortuit", "force majeure", strikes, lockouts, unavailability of materials, government rules, regulations or orders, bankruptcy of contractors, or any other conditions, whether of the foregoing nature or not, (other than financial conditions) which are beyond the reasonable control of the Tenant, Landlord or Owner, as the case may be.

"**Unexpired Term**" means, in the case of a termination of this Lease in accordance with Section 3.13(b), the period commencing on the date such termination becomes effective and expiring on the date that the Term would have expired if such termination had not occurred.

1.2 Number and Gender.

Words importing the singular number only shall include the plural and vice versa, and words importing and use of the any gender shall include all genders.

1.3 Interpretation.

The headings and sub-headings of all Articles, Sections and paragraphs hereof are inserted for convenience of reference only and shall not affect this Lease or be taken into account in construing or interpreting the provisions of this Lease.

1.4 Amendment and Restatement of Lease and Amendment of Operating Agreement and Servitude Agreement

The Owner, the Landlord and the Tenant hereby agree that pursuant to this amended and restated lease and amendment of operating agreement and servitude agreement (this "**Lease**") as of the Effective Date:

(a) amends and restates the lease made as of the 28th day of December, 2011 amongst the Owner, as owner, HBC Quebec GP Inc., as landlord, and the Tenant, as tenant, which is registered at the Registry Office for the Registration Division of Chambly by notice under number 18 748 980 on December 29, 2011 (as amended to the Effective Date, the "**Existing Lease**"), provided that this Lease will not now constitute a surrender and re-grant of the demise and lease of the Premises but rather, effective as of the Effective Date, constitutes an amendment and restatement of the terms and conditions applicable to the continuing demise and lease of the Premises, which demise and lease was made pursuant to Existing Lease; and

(b) amends the Operating Agreement and the Servitude Agreement in accordance with the terms and conditions set out in Section 5.9(c). The Operating Agreement and the Servitude Agreement, as amended by this Lease, are hereby ratified and confirmed and are binding upon the parties thereto in accordance with their terms and, except as expressly provided in this Lease, remains unamended and in full force and effect and time shall continue to be of the essence. If requested by the Owner, the parties hereto shall execute and deliver a separate amending agreement reflecting the provisions of this Section 1.4(b) and Section 5.9(c), which separate amending agreement shall be in form and substance satisfactory to the parties hereto, each acting reasonably.

ARTICLE 2
PREMISES

2.1 Confirmation of Continuing Lease of Premises.

The Landlord and the Tenant confirm that the Landlord leased to the Tenant the Premises (and granted to and assigned to the Tenant any agreements and any other rights the Landlord has which are appurtenant or of benefit to the Premises arising out of the Landlord's leasehold interest, other than the Emphyteutic Lease itself) pursuant to the Existing Lease for the Term applicable to each respective real property comprising the Premises, as expressed in Section 3.1, and such lease of the Premises is continuing. In any instance where, at the date of commencement of the Term of this Lease, the Premises or any part thereof were subject to any licence, lease or other occupancy agreement in favour of third parties, the Tenant took subject thereto and shall, during the Term, perform all the obligations of the Landlord to such third parties under any such licence, lease or other occupancy agreement, and shall be entitled to all the benefits formerly accruing to the Landlord thereunder including rents.

ARTICLE 3
TERMS AND CONDITIONS

3.1 Confirmation of Term.

Pursuant to the Existing Lease, the term of this Lease commenced on December 28th, 2011 and shall terminate on June 19, 2076, provided that this Lease shall terminate automatically on the date of termination of the Emphyteutic Lease.

3.2 General Covenants of the Landlord and Tenant.

(a) The Landlord covenants with the Tenant:

(i) to observe and perform all covenants and obligations of the Landlord under this Lease; and

(ii) for quiet enjoyment.

(b) The Tenant covenants with the Landlord:

(i) to observe and perform all covenants and obligations of the Tenant under this Lease; and

(ii) to pay Rent as required by Section 3.3.

3.3 Rent.

(a) The Rent payable by the Tenant to the Landlord for each Lease Year during the Term shall be equal to the Base Amount plus the Additional Rent.

(b) The Tenant shall pay the Rent provided to be paid in paragraph (a) as the Landlord shall direct in writing (the Tenant hereby acknowledging that the Landlord has received from the Owner or its predecessor in title a direction to have the minimum rent under the Head Lease paid to Les Promenades St-Bruno Leaseholds Inc.), in lawful money of Canada and without any deduction, setoff, counterclaim or abatement whatsoever.

(c) The Base Amount shall be payable by the Tenant by equal monthly installments, in advance, on the first day of each calendar month during each Lease Year. Additional Rent shall be paid to the Landlord or such other party as it is payable to, as the case may be, as and when required pursuant to the provisions of this Lease.

(d) The Landlord and Tenant agree that the Rent payable hereunder shall be net to the Landlord and that except as otherwise herein expressly provided, the Tenant shall, at its expense and to the complete exoneration of the Landlord, pay all costs, outlays and expenses of any nature and kind whatsoever relating to or affecting the Premises and in connection with any business carried on therein or thereon, including, without limitation, the payment of any amounts and the performance of any obligations under the Emphyteutic Lease, the Operating Agreement and the Servitude Agreement, provided that the Tenant shall not be responsible for the payment of any amounts or the performance of any obligations under any mortgage, hypothec or trust deed of the Landlord (including any amount payable by the Landlord to the Owner on account thereof pursuant to Section 9.03 of the Emphyteutic Lease) or the payment of any income tax or tax on capital of the Landlord or for the payment of amounts against which the Landlord would have an equivalent right of set-off pursuant to the provisions of the Emphyteutic Lease or the Operating Agreement, or both.

3.4 Head Lease.

(a) During the Term, the Tenant shall perform all obligations of the Landlord under the Head Lease capable of being performed by the Tenant as tenant, excluding the obligation to pay to the head landlord thereunder all rent and other amounts from time to time due to the head landlord under the Head Lease, and shall be subject to all the restrictions of the Head Lease (and which the Tenant shall not breach, notwithstanding any provision of this Lease which may be inconsistent with any provision of the Head Lease).

(b) During the Term, the Tenant shall have all of the rights and benefits of the Landlord under the Head Lease capable of being enjoyed by the Tenant as tenant, except as otherwise provided for in this Lease (and, in particular, except as provided for in Sections 3.10, 3.10A, 3.10B, 3.10D, 3.13 and 5.8 hereof).

(c) To the extent that, because of the nature of the covenant or obligation in the Head Lease, the Landlord and not the Tenant must perform it, the Landlord will perform it, and will not do or permit any act or thing which causes a breach of the Head Lease.

(d) The Landlord will (except as between the Landlord and the Tenant only but without modifying, reducing or releasing any obligations of Landlord under the Head Lease, to the extent that its obligations have been assumed by the Tenant pursuant to this Lease) keep the Head Lease in good standing, will not surrender it without the Tenant's consent, and will enforce for the benefit of the Tenant. as tenant all covenants or obligations of the Owner thereunder in favour of the Landlord.

(e) The Owner, the Landlord and the Tenant hereby covenant, agree and confirm that none of the provisions of this Lease shall be interpreted as affecting or otherwise diminishing the emphyteutic nature of the Head Lease.

3.5 Taxes.

(a) The Tenant will during the Term pay or cause to be paid when due to the taxing authority any and all realty taxes payable pursuant to the provisions of Section 6.01(i) of the Head Lease, and such payment shall constitute Additional Rent.

(b) The Tenant will during the Term pay or cause to be paid when due all utility rates and charges payable pursuant to Section 6.01(ii) of the Head Lease.

(c) During the Term, the Tenant shall pay and discharge or cause to be paid and discharged when due all goods and services, excise, commodity and sales taxes that may be charged in relation to the Premises or the Rent, or in relation to any contracts or leases entered into by the Tenant in relation to the Premises.

(d) During the Term, the Tenant shall pay, perform and maintain in good standing all agreements and other rights granted or assigned to the Tenant pursuant to Section 5.9.

3.6 Statutory and other Requirements.

During the Term the Tenant will comply with or cause to be complied with, promptly and without expense to the Landlord, all requirements of every applicable statute, ordinance, regulation, municipal by-law or order with respect to the condition, equipment, maintenance, use or occupation of, and with respect to any alteration or addition to, any building or structure forming part of the Premises; but nevertheless the Tenant may, subject to the terms of the Head Lease, contest the application or validity of any such legal requirement, but shall indemnify the Landlord and Owner with respect to any cost, expense, penalty or sanction and

may postpone compliance therewith only if the proceedings are prosecuted with all due diligence and dispatch and such compliance is not immediately enforceable.

3.7 Maintenance and Repair of Premises.

(a) During the Term, the Tenant will keep or cause to be kept in good order, condition and repair and properly maintained all of the Premises including any buildings or structures and building equipment forming part thereof, including without limitation the foundations, walls, roofs, windows and doors, wiring, water, sewer and gas systems and connections, pipes and mains and all other improvements, fixtures and equipment and facilities belonging to the Premises or any part thereof or used in their operation except to the extent that the maintenance and repairs of any of the foregoing are the obligation of the Owner (if any) and further subject to the provisions of Section 3.8 hereof (to the extent such provisions relieve the Tenant of such obligation).

(b) The Landlord and Owner shall have the right at all reasonable times during the Term to inspect the state of maintenance and repair of the Premises and require the Tenant to make such replacements and repairs as are required to comply with paragraph (a), and if the Tenant fails to perform such obligation in any case after written notice and within a reasonable time, the Landlord may perform the obligation and for that purpose may enter upon the Premises or any part thereof affected on not less than five (5) days prior notice to the Tenant or without notice in the case of an emergency and do such things upon or in respect of the Premises as the Landlord considers necessary or desirable to remedy or attempt to remedy the non-compliance, and the Tenant will pay as Rent immediately upon demand of the Landlord all expenses incurred by the Landlord in so doing, and the Landlord will not be liable to the Tenant for loss or damage resulting from such action by the Landlord unless caused by the negligence of the Landlord or another person for whose negligence the Landlord is responsible in law.

3.8 Insurance and Casualty Damage or Destruction.

The Tenant shall at all times during the Term comply with and be bound by the provisions of Article X of the Head Lease.

3.9 Alterations and Fixtures.

(a) (i) Subject always to the provisions of the Head Lease, the Tenant shall at its own expense have the right from time to time during the Term to make any alterations or additions to the Premises or any part thereof that it may deem necessary for its use or occupation or for any purposes related to its enterprise, without being obligated to restore them to their original condition at the expiration of the Term, provided that in making such alterations or additions the Tenant shall not, without the prior written consent of the Landlord, conduct any substantial demolition or work which will materially reduce the value of the Premises, impair or weaken the structure of any building comprising part of the Premises, or breach the statute, building code or municipal by-law or any provision of the

Head Lease. The Tenant shall be and remain at all times responsible for the payment for all alterations and additions to the Premises made by it, and to keep the Premises free of legal hypothecs or other encumbrances arising therefrom.

(ii) Alternatively, the Tenant may from time to time during the Term require the Landlord to make any alterations or additions which the Tenant is permitted to make pursuant to paragraph (a)(i), provided that sufficient capital is available or is made available to the Landlord for the purpose.

(b) Subject always to the provisions of the Head Lease, at or before the expiration or termination of the Term, the Tenant may remove and take away from the Premises all fixtures, fittings, plant machinery, or other equipment upon the Premises in a nature of trade or tenant's fixtures, but the Tenant will, in such removal, do no material damage to the Premises or will make good any damage which it may occasion thereto.

(c) Upon written request of any ABL Lender, each of the Owner and the Landlord shall enter into an agreement (in this Section 3.9(c), a "waiver of distress agreement") with such ABL Lender in a form that is satisfactory to the Owner, the Landlord, the Tenant and such ABL Lender, each acting reasonably. Such waiver of distress agreement shall contain: (i) a waiver of distress or other liens by each of the Owner and the Landlord in favour of such ABL Lender; (ii) a right for such ABL Lender to conduct a liquidation of inventory from the Premises for a limited period of time (but not less than 120 days) and upon such commercially reasonable terms and conditions as the parties agree, acting reasonably, provided that in no event shall such liquidation include any inventory or goods brought to the Premises for the purpose of such liquidation that were not a part of the Tenant's inventory at the Property in the ordinary course; and (iii) such other commercially reasonable terms and conditions agreed upon by the parties, each acting reasonably. In this Section 3.9(c), "**ABL Lender**" means a recognized financial institution (including a bank and a trustee for bondholders) who from time to time has provided ABL Financing to the Tenant and/or one or more of its Affiliates.

3.10 Assignment and Subletting.

The Tenant shall not transfer, assign or sell any rights granted to it hereunder and shall not sublet the whole or any part of the Premises nor grant any concession or licence within or with respect to the Premises or in any other way alienate this Lease or the Premises leased hereunder without in any such case the prior written consent of both of the Landlord and the Owner, which consent may be withheld in the sole discretion of either of the Landlord or the Owner, provided however, that no consent shall be required in the following instances:

(a) the subletting of the Premises or any part thereof or the assignment of this Lease and other rights granted hereunder to any company which is a parent, affiliate or subsidiary of the Landlord or Tenant if the Landlord or Tenant, as the case may be, shall have previously agreed with the Owner that during the term of such

sublease or assignment such company will continue to be a subsidiary, parent or affiliate, as the case may be.

(b) the assignment of this Lease and other rights granted hereunder to any company resulting from the merger or consolidation of the Tenant and one or more companies or to which the Tenant sells all or substantially all its assets in the Province of Quebec provided that such company carries on a department store business with substantially similar merchandising, service and operating practices to that then carried on by the Tenant.

(c) the subletting of the Premises and/or the assignment of this Lease and other rights granted hereunder and/or the hypothecating of the interest of the Tenant in this Lease and other rights granted hereunder as security, by way of fixed hypothec, mortgage, pledge or charge or by way of floating charge, to any creditor in connection with or as incidental to a bona fide financing by the Tenant or by the Landlord.

(d) the subletting or granting of any concession or licence (other than as provided in subsection (a) hereof) to use any part of the Premises provided that the FLOOR AREA (as such term is defined in Section 1.13 of the Operating Agreement) of the part so sublet and/or in respect of which there shall have been granted concessions or licences shall not at any time exceed twenty percent (20%) (in the aggregate) of the FLOOR AREA of the buildings comprised in the Premises, and provided further that (other than as provided in subsection (a) hereof) (i) no subletting shall be made, nor any licence or concession granted to any person, firm or corporation which then leases other space in the shopping centre on the SHOPPING CENTRE LANDS (as such term is defined in the Operating Agreement) provided that the Tenant may consult with the Landlord and Owner with a view to obtaining their consent to a subletting, licence, franchise or concession to any such person, firm or corporation, such consent not to be unreasonably withheld, and (ii) no subletting shall be made, nor any licence or concession granted, for the operation on the Premises of a variety store or a junior department store if such operation, either by reason of its being carried on under a different name or otherwise, would appear to be a separate operation from that carried on in the balance of the Premises; and (iii) the Tenant shall ensure that any sublease, licence or concession shall contain provisions respecting amongst other things (and without limitation) merchandising, operation, use of COMMON AREA FACILITIES (as such term is defined in Section 1.09 of the Operating Agreement) consistent with the provisions of the Operating Agreement and this Lease and the Tenant shall be fully responsible for compliance by such sublessees, licencees or concessionaires with the applicable provisions hereof; and (iv) such sublease, licence or concession operation shall be operated in a manner similar to similar operations in other suburban department stores of the Tenant in the Province of Quebec.

Notwithstanding the foregoing, the Tenant shall give the Landlord and Owner reasonable prior notice of any permitted assignment or subletting other than under paragraph (d) of this Section 3.10. Failure to give such notice shall not, however, constitute a default which would give rise to a right of termination of this Lease. The Tenant shall, on reasonable demand by the Landlord or Owner at any time and from time to time, furnish to the demanding party all relevant particulars respecting matters involving the operation of paragraph (d) of this Section 3.10.

No permitted assignment or subletting, or granting or a concession or licence under this Section, shall affect or reduce the liability of the Tenant under any of the terms and provisions of this Lease save as specifically provided in Sections 3.10A and 3.10B and in this paragraph, and the Tenant shall continue to be liable to the Landlord and Owner for the performance of the respective covenants and obligations to each, as contained in this Lease. In the case of any assignment permitted under the terms of paragraph (b) of this Section, the Tenant shall cause the assignee to enter into a written agreement with the Landlord and Owner whereby such assignee agrees to fulfill all of the covenants and obligations of the Tenant under this Lease and to become solidarily liable with the Tenant for the performance of such covenants and obligations unless such assignee is formed as a result of a merger or consolidation of the Tenant with one or more companies in which event the assignee will be solely liable.

3.10A **Additional Assigning and Subletting Rights.**

Notwithstanding the provisions of Section 3.10, the consent of the Landlord and Owner to any proposed assignment of this Lease shall not be unreasonably withheld or delayed (i) if the proposed assignee carries on a department store business with substantially similar merchandising, service and operating practices to that then carried on by the Tenant and (ii) if the proposed assignee shall then be in a position to borrow money on a long term basis at an interest rate no less favourable than that which would be available to the Tenant if the Tenant were to then borrow money on a long term basis and (iii) if the proposed assignee shall have entered into an agreement with the Landlord and Owner in form reasonably satisfactory to the Landlord and Owner whereby it agrees to be bound by, to perform or to assume (as the case may be) all of the covenants and obligations of the Tenant under this Lease. With the notice of any proposed assignment the Tenant shall furnish the Landlord and Owner with such reasonable information in connection with the financial standing of the proposed assignee as shall be reasonably necessary to enable the Landlord and Owner to determine whether the foregoing condition in paragraph (ii) has been met. Within thirty (30) days after receiving notice of any proposed assignment under the provisions of this Section, the Landlord and Owner shall advise the Tenant as to whether or not it will consent thereto, and in the event either or both of the Landlord and Owner shall not consent, each party not consenting shall advise the Tenant of the reason such consent is being withheld. In the event that the Landlord and Owner do not so advise the Tenant within such period of thirty (30) days or, if not consenting to the proposed assignment, do not advise within such period of the reason such consent is being withheld, they shall be deemed to have consented to the proposed assignment, such thirty day period being stipulated for this purpose notwithstanding any shorter period provided by law. Any dispute as to whether any proposed assignee meets the conditions set forth in paragraphs (i) and (ii) of this

Section shall be settled by arbitration in accordance with Section 5.14 of this Lease. Upon any permitted assignment pursuant to the provisions of this Section 3.10A, the Tenant shall be released and discharged from any and all of its obligations hereunder or assumed hereunder from and after the effective date of such assignment.

3.10B Consent to Assigning and Subletting.

In any case where by the terms of this Lease the consent of the Landlord and Owner is required to a subletting or assignment by the Tenant (whether or not such consent may be unreasonably withheld), the Tenant shall, not less than three (3) months prior to the date on which its proposed subletting or assignment is to become effective, give the Landlord and Owner notice of its intention to sublet or assign and of the terms on which such subletting or assignment is to be made and the identity of the proposed sublessee or assignee and shall offer to assign this Lease to the Owner on terms and conditions whereunder the Owner shall agree to pay to the Tenant all amounts which would have been paid to the Tenant by such proposed sublessee or assignee on such subletting or assignment, and the Owner shall be entitled to accept such offer to assign within thirty (30) days after such offer is made. If the Owner accepts such offer, the Landlord and the Tenant shall be released and discharged from any and all of their obligations under this Lease, the Emphyteutic Lease, the Operating Agreement and the Servitude Agreement from and after the effective date of such assignment and, notwithstanding anything to the contrary contained herein or therein, this Lease, the Emphyteutic Lease, the Operating Agreement and the Servitude Agreement shall thereupon automatically terminate.

Notwithstanding anything to the contrary contained in this Section 3.10B, until such time as final acquittances and discharges in respect of the hypothecs created by the terms of any instrument by which the Owner hypothecates the SHOPPING CENTRE LANDS (as such term is defined in the Operating Agreement) other than the SIMPSON LAND (as such term is defined in the Operating Agreement) and deeds supplemental thereto or in consolidation thereof shall have been executed by the hypothecary creditor or trustee for bondholders, as the case may be, or its successors or assigns, none of the provisions of the first paragraph. of this Section 3.10B shall be operative without the written consent of the hypothecary creditor or trustee for bondholders, as the case may be, or its successors or assigns.

3.10C Intentionally Deleted.

3.10D Mergers.

In the event that the Landlord or the Tenant wish to take any action, whether a merger, consolidation, winding up or other action, which, by confusion of the Landlord and Tenant, would result in the termination of this Lease or the cessation of the effect of any of its provisions, such action shall not be taken unless and until this Lease has been assigned by the Tenant to a company which is a parent, affiliate or subsidiary of the Landlord or the Tenant and the separate legal existence of which will continue after such action has been taken and which company shall have entered into a written agreement with the Owner and the Landlord whereby such company agrees to fulfill all of the covenants and obligations of the Tenant under this Lease

and to become solidarily liable with the Tenant for the performance of such covenants and obligations. Moreover, the Landlord and Tenant shall, before the taking of such action, agree with the Owner that, unless such assignee company itself assigns to a permitted assignee contemplated by Section 3.10 of this Lease, during the remainder of the term of this Lease such assignee company will continue to be a parent, affiliate or subsidiary of the Landlord or the Tenant, as the case may be, or, for greater certainty, the entity resulting from the merger, consolidation or other action.

3.11 Surrender.

(a) At the expiration or sooner termination of the Term, the Tenant shall peaceably surrender to the Landlord all of the Premises, together with all buildings and fixed improvements thereon, in good and substantial repair and condition complying with the requirements of Section 3.7.

(b) Any surrender of the whole or any part of the Premises pursuant to this Section 3.11 shall, at the request of either party, be evidenced by an appropriate instrument in writing executed by the parties.

3.12 Indemnity.

The Tenant will indemnify and save harmless the Landlord of and from all liabilities, damages, costs, fines, suits, claims, demands and actions of every kind or nature to which the Landlord shall or may become liable or suffer by reason of any breach, violation or non-performance by the Tenant of any covenant or obligation in this Lease on the part of the Tenant to be observed and performed, or by reason of the death or injury occasioned to or suffered by any person or persons who may be upon or about the Premises or by reason of any loss or damage to property upon or about the Premises, unless attributable to the Landlord's negligence or other fault. This indemnification will survive any termination of this Lease, with respect to the subject matter of any indemnification which arises before the termination of this Lease.

3.13 Landlord's Remedies.

(a) The Landlord, in addition to all other rights and remedies for the recovery hereof, shall have the same remedies and make take the steps for the recovery of all sums from time to time payable by the Tenant to the Landlord under any provision of this Lease as it might take for the recovery of Rent in arrears.

(b) If and whenever the Rent or any part thereof shall be unpaid for thirty (30) days after the Tenant has received notice in writing from the Landlord of any payment of Rent in arrears, if the Tenant, not being prevented by circumstances beyond its reasonable control, fails to begin to remedy any breach or non-performance of any of the covenants (other than its covenant to pay Rent) in this Lease on the part of the Tenant to be performed within thirty (30) day after the receipt of written notice from the Landlord of the nature of the breach or non-performance and thereafter fails to proceed diligently to cure the breach or non-performance, or

the bankruptcy or insolvency of the Tenant, then in any of such cases it shall be lawful for the Landlord, at any time thereafter to terminate this Lease and to enter into upon the Premises or any part thereof in the name of the whole and the same to have again and repossess and enjoy as of its former estate, anything herein contained to the contrary notwithstanding (other than Section 3.13(c) and Section 5.8(c)).

(c) Without limiting the foregoing provisions of this Section 3.13, if the Landlord has terminated this Lease in accordance with Section 3.13(b) following the occurrence of a Tenant Event of Default, the following shall apply:

(i) subject to Section 5.8(c)(ii), the Landlord shall have the right to elect, by notice in writing (the "**Notice of New Lease**") given at any time within 23 months after the effective date of the termination of this Lease (the "**New Lease Deadline**") to enter into:

(A) a new written lease (the "**New Lease**") with a Permitted Replacement Tenant; or

(B) two (and not more than two) separate New Leases, each with a different Permitted Replacement Tenant; provided that:

(I) an area of not less than 50,000 square feet of the FLOOR AREA (as such term is defined in Section 1.13 of the Operating Agreement) shall be subleased by the Landlord pursuant to each such separate New Lease; and

(II) the entirety of the Premises shall, in the aggregate, be subleased pursuant to such two separate New Leases.

Each New Lease shall be between the Owner, as owner, the Landlord, as sublandlord, and a Permitted Replacement Tenant, as subtenant, and shall be for a term concurrent with the Unexpired Term. Each New Lease shall be drafted by the Owner. In the case of a New Lease with an Affiliate of an Acceptable Replacement Department Store Operator, such New Lease shall provide that at the time such New Lease is entered into, such Affiliate, the Acceptable Replacement Department Store Operator, the Landlord and the Owner shall also enter into the applicable Affiliate Guarantee. Except as provided above, the New Lease shall contain the same terms and conditions as are contained in this Lease (as this Lease exists on the date immediately prior to the date on which such termination becomes effective) and which would apply to, and be in force for, the Unexpired Term if the termination of this Lease had not occurred. By the 15th Business Day after the date the Owner provides a New Lease to the Landlord and confirms that the Owner is prepared to enter into such New Lease in the form provided to the Landlord, each of the Owner and the Landlord shall, and the Landlord shall use diligent and commercially

reasonably efforts to cause the applicable Permitted Replacement Tenant to, execute and deliver to each other such New Lease.

(ii) If a Notice of New Lease has been delivered and one (or two, as applicable) New Lease(s) are subsequently entered into in accordance with Section 3.13(c)(i), the Owner shall not be entitled to exercise its rights as provided pursuant to Section 5.8(c) below; provided that:

(A) if the Landlord does not deliver a Notice of New Lease by the New Lease Deadline, or such notice is delivered by such time and one (or two, as applicable) New Lease(s) are not subsequently entered into in accordance with Section 3.13(c)(i); or

(B) notwithstanding the delivery of a Notice of New Lease and the subsequent execution and delivery of one (or two, as applicable) New Lease(s) in accordance with Section 3.13(c)(i), if the amount of time that the positive operating covenants set out in the Operating Agreement are not satisfied exceeds 24 months in the aggregate (including, without limitation, the time of closure(s), if any, giving rise to the Tenant Event of Default, the time of closure(s), if any, between such time and the entering into of the New Lease(s), and the time, if any, of closure(s) permitted pursuant to Section 3.13(c)(iii) below),

the Owner shall be entitled to exercise its rights as provided pursuant to Section 5.8(c) below and, if not yet exercised, the Landlord shall have no further right to enter into one (or two, as applicable) New Lease(s) in accordance with Section 3.13(c)(i) in respect of the relevant Tenant Event of Default.

(iii) If one (or two, as applicable) New Lease(s) are entered into in accordance with Section 3.13(c)(i), the positive operating covenants set out in the Operating Agreement shall be subject to temporary closure for renovation, remerchandising or refixturing, provided that such closure shall only be for the period of time the applicable Permitted Replacement Tenant requires, acting reasonably and diligently, to complete any such work in compliance with its obligations under the Operating Agreement and the applicable New Lease; provided that: (A) such period of time shall not in any event exceed 24 months following the effective time of the termination of this Lease in accordance with Section 3.13(b); and (B) the Owner's rights pursuant to Section 5.8(c) shall apply in the circumstances set out in Section 3.13(c)(ii) above.

(iv) No New Lease shall affect or reduce the liability of the Tenant under any of the terms and provisions of this Lease, the Operating Agreement and/or

the Servitude Agreement and the Tenant shall continue to be liable to the Landlord and Owner, as applicable, for the performance of the respective covenants and obligations to each, as contained in this Lease, the Operating Agreement and/or the Servitude Agreement.

(v) With the Notice of New Lease the Landlord shall furnish the Owner with such reasonable information in connection with proposed Permitted Replacement Tenant, as shall be reasonably necessary to enable the Owner to determine whether the proposed Permitted Replacement Tenant is an Acceptable Replacement Department Store Operator (or an Affiliate thereof).

(vi) Any dispute as to whether any proposed Permitted Replacement Tenant is an Acceptable Replacement Department Store Operator shall be settled by arbitration in accordance with Section 5.14 of this Lease.

3.14 Waiver.

The Landlord hereby waives any right it may have to distrain for arrears of rent and waives any lien the Landlord may have upon the goods of the Tenant or any other similar right granted by statute or existing at common law or in equity. The Landlord further agrees that, at the request of the Tenant, it will confirm such waivers and enter into an agreement to this effect with any lender providing bona fide financing to the Tenant or an affiliated person (as such term is defined in the *Income Tax Act* (Canada)).

ARTICLE 4
NOTICES

4.1 Notices.

All notices, demands, requests, consents, agreements and approvals (collectively, "notices") which may or are required to be given pursuant to any provision of this Lease shall be given or made in writing and if mailed by first-class registered mail shall be deemed to have been received four (4) business days (excluding Saturdays and Sundays) after the post marked date hereof and, if delivered by hand, shall be deemed to have been received on the day of delivery. Notwithstanding the foregoing, the parties hereto agree that, in the event of any publicized postal interruptions, notices shall be delivered by hand and shall not be sent by first class registered mail. Notices shall be addressed as follows:

(a) if to the Landlord:

401 Bay Street
Suite 500
Toronto, Ontario
M5H 2Y4

Attention: Senior Vice President, Real Estate and Development

(b) if to the Tenant:

401 Bay Street
Suite 500
Toronto, Ontario
M5H 2Y4

Attention: Senior Vice President, Real Estate and Development

(c) if to the Owner:

c/o The Cadillac Fairview Corporation Limited
20 Queen Street West
Toronto, Ontario
M5H 3R3

Attention: General Counsel

or to such other address or in case of such other officers as the parties may from time to time advise each other by notice in writing.

ARTICLE 5
MISCELLANEOUS

5.1 Time of the Essence.

Time shall be of the essence in this Lease and of all covenants, agreements, provisos or conditions contained herein.

5.2 Entire Lease.

This Lease constitutes the entire agreement between the parties with respect to the subject matter of this Lease, and supersedes all prior agreements and undertakings between the parties with respect thereto. There are no representations, warranties, undertakings or agreements between the parties with respect to the subject matter of this Lease except as referred to herein and this Lease may not be amended or modified in any respect except by written instrument signed by the parties; provided that the Landlord and the Tenant shall be permitted from time to time to amend the amount of the Base Amount by written agreement of the Landlord and the Tenant.

5.3 Further Assurances.

The Landlord and the Tenant will each execute and deliver such further documents and instruments and do such acts and things as may be reasonably required by the other to carry out the intent and meaning of this Lease and to assure to the Tenant the Premises.

5.4 Applicable Law.

This Lease shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the Province of Quebec and the laws of Canada applicable therein. The parties attorn to the jurisdiction of the courts of the Province of Quebec.

5.5 Binding Lease.

This Lease shall enure to the benefit of and be binding upon the parties and their respective successors and assigns (but subject to any limitations imposed on the Landlord and Tenant pursuant to Sections 3.10, 3.10A, 3.10B and 3.10D).

5.6 Severability.

Should any provision or provisions of this Lease be illegal or not enforceable, from and after the time when it or they are or become illegal or not enforceable it or they shall be considered separate and severable from the remaining provisions of this Lease which shall remain in force and be binding upon the parties hereto as though the said illegal or unenforceable provision or provisions had, from and after such time, never been included, it being understood that any such illegal or unenforceable provision or provisions that there may be at the date of execution of this Lease shall be deemed null and void ab initio. The parties agree not to attempt to enforce any provision or provisions of this Lease if to do so would constitute a breach of any statute, law, regulation or order or could create a well-founded action thereunder. Section 5.14 shall not apply to any dispute arising under this Section 5.6 and either party may submit any question involving the illegality, unenforceability, voidability or void character of any provision or provisions of this Lease, its or their attempted enforcement to any court of competent jurisdiction at any time. In the event of conflict between this Section and any provision or provisions of this Lease, this Section shall prevail.

5.7 Counterparts/Facsimile.

This Lease may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall be deemed to constitute one and the same instrument. The transmission by facsimile of a copy of the execution page hereof reflecting the execution of this Lease by a party shall be effective to evidence that party's intention to be bound by this Lease and that party's agreement to the terms, provisions and conditions hereof, all without the necessity of having to produce an original copy of such execution page.

5.8 Certain Covenants in favour of the Owner.

The Landlord and Tenant hereby undertake the following in favour of the Owner:

(a) Except as provided herein this Lease may not without the consent of the Owner be terminated prior to the expiration of its term as contemplated by Section 3.1 hereof.

(b) They will not amend the provisions of this Lease relating to Sections 3.1, 3.10A, 3.10B, 3.10D or 3.13(c) of this Lease or the obligation of the Tenant to perform the obligations of the Landlord under the Emphyteutic Lease, the Operating Agreement and the Servitude Agreement.

(c) Any assignment, subletting or granting of concession contrary to the provisions of Sections 3.10, 3.10A, 3.10B and 3.10D of this Lease, and any entering into of any New Lease contrary to Section 3.13(c) shall, in each case be null and void as against the Owner and should such event occur or should this Lease without the Owner's consent be purportedly terminated except as contemplated herein or should the Tenant fail to respect the rights of the Owner or to fulfill the obligations of the Landlord under the Emphyteutic Lease, the Operating Agreement and the Servitude Agreement (and any such event, purported termination or failure hereinafter being called a "default") and should a default not be remedied within sixty (60) days (or such longer period as may reasonably be necessary having regard to the nature of such default) after receipt by the Landlord and Tenant (and by mortgagee or hypothecary creditor (including trustee for bondholders) of the interest of the Landlord in the Premises at the address of such creditor furnished by the Landlord) of notice of same given by the Owner which notice shall with reasonable particularity state the nature of the default and require the same to be remedied or should the Tenant become bankrupt or insolvent, then, as to such a default or bankruptcy or insolvency:

(i) if the Landlord has not terminated this Lease in accordance with Section 3.13(b) following the occurrence of a Tenant Event of Default and such Tenant Event of Default has continued for a period of 23 months, the Owner may, without prejudice to its other rights and recourses, by notice to the Landlord and Tenant, assume all the right, title and interest of the Tenant in and to this Lease, effective as and from the expiration of the period permitted to remedy the default, and the Tenant hereby assigns and transfers to the Owner, the Owner hereby accepting, effective only as and from such date, all its said right, title and interest, and the Landlord hereby consents to such assignment and transfer subject, however, as provided in paragraph (d) hereof; or

(ii) if the Landlord has terminated this Lease in accordance with Section 3.13(b) following the occurrence of a Tenant Event of Default and the

provisions of Sections 3.13(c)(ii)(A) or (B) are applicable, the Owner may, without prejudice to its other rights and recourses, terminate the Emphyteutic Lease, the Operating Agreement and the Servitude Agreement at any time by notice of ninety (90) days to the Landlord.

(d) If notice of the assumption of right, title and interest by the Owner is given to the Landlord and Tenant as provided in Section 5.8(c)(i) above, this Lease shall remain in full force and effect in accordance with its terms and conditions, save and except that:

(i) Any amendment or addition made thereto between the Landlord and Tenant without the consent of the Owner will not be binding on the Owner.

(ii) The provisions under Section 3.10, 3.10A, 3.10B and 3.10D of this Lease, save for the provisions of Sections 3.10A and 3.10B pertaining to the release and discharge of the Landlord and Tenant, shall cease to have effect as between the Landlord and the Owner, as tenant, shall be permitted to assign its rights under this Lease or to sublet or grant concessions or licences in respect of all or any party of the Premises.

(iii) The Owner will be deemed to be in good standing under this Lease as of the effective date of the assignment to the Owner and the Landlord will be deemed to have waived any defaults prior to such date.

(iv) Neither the Landlord nor the Owner shall be bound by the provisions of ARTICLE III of the Operating Agreement or Section 4.01(i) of the Servitude Agreement.

(v) The Landlord shall be entitled, at its option, to terminate the Emphyteutic Lease, the Operating Agreement, the Servitude Agreement and this Lease at any time by notice of ninety (90) days to the Owner.

(vi) The Base Amount shall cease to be payable during the remainder of the Term.

5.9 <u>Operating Agreement and Servitude Agreement.</u>

(a) The Landlord hereby assigns to the Tenant for the Term, the Tenant hereby accepting, all its rights under the Operating Agreement and the Servitude Agreement and the Tenant undertakes in favour of the Landlord and Owner to respect the rights of the Owner thereunder and to perform the obligations of the Landlord thereunder; provided that upon the expiry or termination of the Term, such assignment no longer be of any force or effect and at such time the Tenant shall no longer have any further right, title or interest in or to the Operating Agreement and/or the Servitude Agreement. For greater certainty, the Landlord hereby acknowledges that neither such assignment nor such undertaking shall in any way affect or

reduce its obligations in favour of the Owner under the Emphyteutic Lease, the Operating Agreement and the Servitude Agreement, it being understood that this acknowledgement does not in any way affect the right of the Landlord to be released and discharged from such obligations in accordance with the provisions of Section 3.10B hereof.

(b) The Owner hereby stipulates in favour of the Tenant, the Tenant hereby accepting, that subject to Section 5.9(c), the Operating Agreement and Servitude Agreement shall enure to the benefit of the Tenant and its permitted assignees or sublessees contemplated in Sections 3.10, 3.10A, 3.10B and 3.10D hereof. For greater certainty but without limiting the generality of the foregoing, the Owner, Landlord and Tenant acknowledge that it has always been their intention that the name of the Tenant will for the term of this Lease be substituted for the name of the Landlord in the positive operating covenants of the Operating Agreement and that, where the Tenant is not in possession of the SIMPSON BUILDING (as such term is defined in the Operating Agreement) as a result of there being a permitted assignee or sublessee (as contemplated in Sections 3.10, 3.10A, 3.10B and 3.10D hereof) in such possession, the name of the permitted assignee or sublessee, as the case may be, of the Tenant will be substituted for the name of the Tenant in the positive operating covenants of the Operating Agreement.

(c) Notwithstanding Section 5.9(b) and notwithstanding any provision of this Lease, the Emphyteutic Lease, the Operating Agreement and/or the Servitude Agreement to the contrary, following the Effective Date the Tenant shall not have any right of approval, consent, consultation or other similar right pursuant to or in respect of the Operating Agreement and the Servitude Agreement, it being agreed that such rights are to be exercised by the Landlord, in each case acting reasonably and without undue delay; provided that if the Owner requests any such consent or approval of the Landlord, the Landlord shall respond to any such request within 15 Business Days following such request, and such response shall include the Landlord's reasons for withholding such consent or approval if the Landlord is withholding.

5.10 Contestation of Taxes.

The Landlord and Tenant hereby covenant in favour of the Owner that, in the event that taxes, rates, assessments, fees or other charges are contested as contemplated in Section 6.05 of the Emphyteutic Lease and the payment thereof is withheld as permitted in such Section, the Tenant shall pay the costs of contestation and shall provide such security as the Landlord or Owner may reasonably require for the payment of such taxes, rates, assessments, fees or other charges, so contested, provided, however, that there shall be no contestation or non-payment which renders the Premises subject to sale or forfeiture.

5.11 Unavoidable Delay.

Whenever in this Lease it is provided that anything be done or performed, such provisions are subject to any Unavoidable Delay. None of the parties hereto shall be deemed to be in default in the performance of any obligation hereunder during the period of any Unavoidable Delay relating thereto and any period for which the performance of such obligation shall be extended accordingly. Each of the parties hereto shall immediately notify the others as to

the commencement, duration and consequence (so far as the same is within the knowledge of the party in question) of any Unavoidable Delay.

5.12 References to Lease.

The expressions "this Lease", "hereof', "herein", "hereunder" and similar expressions refer to this Lease as a whole and not only to a particular Section or portion of this Lease.

5.13 English Language.

The parties acknowledge their express wish that this agreement and all ancillary documents and notices be drawn up in the English language, except for any ancillary documents or notices in respect of which the exclusive use of French is required by law. Les parties par les presentes confirment leur volonte expresse que la presente convention et tous les documents et avis ancillaires soient rediges en langue anglaise, exception faite des documents ou avis ancillaires, s'il yen a, pour lesquels la loi exige l'usage exclusif du francais.

5.14 Arbitration.

(a) In the event that any dispute shall arise between either or both of the Landlord and Tenant, on the one hand, and the Owner, on the other hand, arising out of or in any way connected with this Lease or the interpretation thereof or the fulfillment of the obligations of the parties hereunder, the parties agree that the dispute shall be referred by the written submission of the parties to final and binding arbitration by three arbitrators, one of whom shall be chosen by either or both of the Landlord and Tenant, as the case may be, one by the Owner and the third by the two so chosen, in accordance with Articles 940 to 951 of the Code of Civil Procedure of Quebec.

(b) The party or parties desiring such arbitration may at any time deliver to the other party or parties a draft submission to arbitration signed by such party or parties, stating the objects in dispute and naming an arbitrator. The party or parties to whom such draft is delivered shall have a period of fourteen (14) days from receipt thereof to name an arbitrator and either to execute the same or to propose such changes as such party or parties may wish in the terms thereof. If, at the end of such fourteen (14) day period, the parties have not agreed and jointly executed a submission to arbitration, any party may apply by motion to a judge of the Superior Court of Montreal to state the objects in dispute and the judgment of such judge shall avail for all purposes as a submission to arbitration. If within said fourteen (14) day period the party or parties who have been notified of a dispute fail to appoint an arbitrator, any party may apply as hereinabove provided for the appointment of an arbitrator to represent the party or parties in default. If within a reasonable time the two arbitrators appointed by the parties do not agree upon a third arbitrator, application may be made by any of the parties for the appointment of a third arbitrator.

(c) In the case of death, refusal, withdrawal or inability to act of one of the arbitrators, a replacement shall be named by the party or parties naming the incapacitated

arbitrator within seven (7) days and if such replacement is not so named such appointment shall be made by a judge of the Superior Court of the District of Montreal.

(d) The proceedings of the arbitrators shall in all respects be governed by Articles 940 to 951 of the Code of Civil Procedure or any successor legislation. The cost of any arbitration shall be borne by the parties hereto except as the arbitrators may otherwise determine. Unless the parties to any arbitration otherwise agree in writing prior to the appointment of the arbitrators, no appeal shall lie from the decision of the arbitrators or the majority of them.

5.15 Side Letter Agreement.

The Owner and the Landlord hereby acknowledge and agree that the agreement set out in the letter dated September 7, 1978 from Au Carrefour des Villes Ltée to Simpsons, Limited and executed by both of the said parties (the "**Side Letter**") continues to be binding upon the Owner and the Landlord as if they were the original signatories thereto, and the Tenant agrees with each of the Owner and the Landlord that it shall be bound by the provisions of the said Side Letter.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF the Parties have executed this Agreement as of the date and time first written above.

2472596 ONTARIO INC.

by _____
Name: David Pichwood
Title: Senior Vice President

_____
Name:
Title:

HUDSON'S BAY COMPANY

by _____
Name: David Pichwood
Title: Senior Vice President and General Counsel

_____
Name:
Title:

ONTREA INC.

by _____
Name:
Title:

_____
Name:
Title:

IN WITNESS WHEREOF the Parties have executed this Agreement as of the date and time first written above.

2472596 ONTARIO INC.

by _____
Name:
Title:

_____
Name:
Title:

HUDSON'S BAY COMPANY

by _____
Name:
Title:

_____
Name:
Title:

ONTREA INC.

by _____
Name: Sandra J. Hardy
Title: Executive Vice-President, General Counsel & Secretary

_____
Name: Ellen Williamson
Title: Authorized Signing Officer

RENT AGREEMENT

LES PROMENADES ST BRUNO

THIS AGREEMENT is made as of the 29th day of June, 2015.

B E T W E E N:

2472596 ONTARIO INC.

(hereinafter, the "**Landlord**")

- and -

HUDSON'S BAY COMPANY

(hereinafter called the "**Tenant**")

WHEREAS Ontrea Inc, as owner, and the parties hereto are parties to an Amended and Restated Lease and Amendment of Operating Agreement and Servitude Agreement (the "**Restatement-Bruno**") dated of even date herewith;

AND WHEREAS the Restatement-Bruno provides, in the definition of "Base Amount", that the rent per square foot of the Premises (as defined therein) is to be as set out in a separate agreement between the parties hereto;

AND WHEREAS this Agreement is being entered into for the purposes of recording the "Base Amount"; and

AND WHEREAS the Landlord is entering into this Agreement and the Restatement-Bruno as nominee for and on behalf of RioCan-HBC Limited Partnership.

IN CONSIDERATION of the respective covenants and agreements of the parties, and other good and valuable consideration (the receipt and sufficiency of which consideration are hereby acknowledged), the parties hereto agree as follows:

1. Base Amount.

For all purposes of the Restatement-Bruno, and notwithstanding anything to the contrary therein contained, the Base Amount shall be as follows:

(a) during the period of June 29, 2015 to and including July 8, 2015, the same Base Amount as set out in the lease of the Premises to the Tenant dated December 28, 2011 in effect immediately prior to the Restatement-Bruno;

(b) during the period of July 9, 2015 to July 8, 2016, the sum of Twenty-Five Dollars ($25.00) for each square foot of gross leasable area of the Premises which is deemed to be 131,808 square feet; and

(c) during each 12-month period after July 8, 2016, a sum equal to that payable during the immediately preceding 12-month period, plus an amount equal to 2% of the Base Amount for such immediately preceding12-month period.

The following sets out the Base Amount per square foot payable during each year of the next 61 years, as calculated in accordance with the foregoing provision.

Year	**Base Amount**
Year 1	$25.00
Year 2	$25.50
Year 3	$26.01
Year 4	$26.53
Year 5	$27.06
Year 6	$27.60
Year 7	$28.15
Year 8	$28.72
Year 9	$29.29
Year 10	$29.88
Year 11	$30.47
Year 12	$31.08
Year 13	$31.71
Year 14	$32.34
Year 15	$32.99
Year 16	$33.65
Year 17	$34.32
Year 18	$35.01
Year 19	$35.71
Year 20	$36.42
Year 21	$37.15
Year 22	$37.89
Year 23	$38.65
Year 24	$39.42
Year 25	$40.21
Year 26	$41.02
Year 27	$41.84
Year 28	$42.67

Year 29	$43.53
Year 30	$44.40
Year 31	$45.28
Year 32	$46.19
Year 33	$47.11
Year 34	$48.06
Year 35	$49.02
Year 36	$50.00
Year 37	$51.00
Year 38	$52.02
Year 39	$53.06
Year 40	$54.12
Year 41	$55.20
Year 42	$56.31
Year 43	$57.43
Year 44	$58.58
Year 45	$59.75
Year 46	$60.95
Year 47	$62.17
Year 48	$63.41
Year 49	$64.68
Year 50	$65.97
Year 51	$67.29
Year 52	$68.64
Year 53	$70.01
Year 54	$71.41
Year 55	$72.84
Year 56	$74.29
Year 57	$75.78
Year 58	$77.29
Year 59	$78.84
Year 60	$80.42
Year 61	$82.03

2. Further Assurances.

The parties will each execute and deliver such further documents and instruments and do such acts and things as may be reasonably required by the other to carry out the intent and meaning of this Agreement.

3. Applicable Law.

This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the Province of Quebec and the laws of Canada applicable therein. The parties attorn to the jurisdiction of the courts of the Province of Quebec.

4. Counterparts/Facsimile.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall be deemed to constitute one and the same instrument. The transmission by facsimile of a copy of the execution page hereof reflecting the execution of this Agreement by a party shall be effective to evidence that party's intention to be bound by this Agreement and that party's agreement to the terms, provisions and conditions hereof, all without the necessity of having to produce an original copy of such execution page.

5. English Language.

The parties acknowledge their express wish that this agreement and all ancillary documents and notices be drawn up in the English language, except for any ancillary documents or notices in respect of which the exclusive use of French is required by law. *Les parties par les présentes confirment leur volonté expresse que la présente convention et tous les documents et avis ancillaires soient rédigés en langue anglaise, exception faite des documents ou avis ancillaires, s'il y en a, pour lesquels la loi exige l'usage exclusif du français*.

[*Remainder of Page Intentionally Left Blank*]

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

2472596 ONTARIO INC.

Per: _____
Name: David Pickwoad
Title: Senior Vice President

Per: _____
Name:
Title:

HUDSON'S BAY COMPANY

Per: _____
Name: David Pickwoad
Title: Senior Vice President and General Counsel

Per: _____
Name:
Title:

6470782

APPENDIX “D”

THE BAY

Store # 1613

LEASE
(EMPHYTEUTIC)

CARREFOUR LAVAL
LAVAL, QUEBEC

Registered in the Laval Registry Office, City of Laval, Province of Quebec, on the Twenty-eighth day of November, One thousand nine hundred and seventy-five, under number 370,168.

TABLE OF CONTENTS

THIS EMPHYTEUTIC LEASE made as of the 9th day of April, 1973.

BETWEEN: LE CARREFOUR LAVAL LTEE, a corporation duly incorporated under the laws of Quebec, having its head office in the City of Montreal, in the Province of Quebec,

OF THE FIRST PART

AND: SIMPSONS, LIMITED, a corporation duly incorporated under the laws of Canada, having its head office in the City of Toronto, in the Province of Ontario,

OF THE SECOND PART

WITNESSETH:

WHEREAS the LANDLORD is the owner of the SHOPPING CENTRE LANDS which are located near the intersection of the Laurentian Autoroute and the Laval Autoroute, in the City of Laval, in the Province of Quebec, and the LANDLORD will construct the SHOPPING CENTRE (other than the TENANT'S BUILDING and the TENANT'S PARKING LAND IMPROVEMENTS which are to be erected or made by the TENANT as

hereinafter provided) on lands which as of the date of execution hereof are known as subdivisions 1, 2, 3, 4 and 5 of lot 690, subdivisions 1 and 2 of subdivision 6 of lot 690, subdivisions 1 and 2 of lot 691, subdivisions 1, 2 and 3 of lot 692 and subdivisions 1, 2, 3 and 4 of lot 693, all of the Parish of St. Martin, of the registration division of Laval, Province of Quebec; and

WHEREAS the TENANT has offered to erect the TENANT'S BUILDING and make the TENANT'S PARKING LAND IMPROVEMENTS on the TENANT'S LAND and the LANDLORD has agreed to an emphyteutic lease of the TENANT'S LAND substantially as set forth in a letter of intent dated June 7th, 1972 executed by the parties.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND OF THE COVENANTS HEREIN CONTAINED, THE PARTIES CONFIRM THEIR AGREEMENT AS FOLLOWS:

ARTICLE I

DEFINITIONS

In this LEASE (including this Article I) capitalized terms are defined terms and when used in this LEASE shall have the following meanings:

1.01 "ACCESS ROADS" means those roads (and, where the context so permits, the land thereunder) from time to time which lead from the peripheral public roads to the RING ROAD and which as of the date of execution hereof are known as subdivisions 1 and 2 of lot 691 and subdivisions 1, 2, 3 and 4 of lot 693, all of the Parish of St. Martin, registration division of Laval, which subdivisions are outlined in distinguishing colour on the SHOPPING CENTRE PLANS.

1.02 "CAR SPACE" means a space so arranged as to accommodate one private passenger automobile and to provide reasonable access to such space and to such automobile.

1.03 "COMMON AREA FACILITIES" means all facilities, improvements, installations, utilities and equipment provided from time to time on one or more of the SHOPPING CENTRE LANDS (other than the TENANT'S LAND), the EXTERNAL PARKING AREAS and the

TENANT'S PARKING LAND, for the general non-exclusive use in common by or for the benefit of all the tenants in the SHOPPING CENTRE and/or their customers and/or employees and/or licencees and/or invitees and, where the context so permits, the land appropriately associated therewith, including, without limitation, the MALL, the portion of the HVAC SYSTEM attributable to the COMMON AREA FACILITIES, the RING ROAD and the ACCESS ROADS (unless and until such roads are ceded to the City of Laval and become public roadways), the EXTERNAL PARKING AREAS and the TENANT'S PARKING LAND IMPROVEMENTS.

1.04 "EATON BUILDING" means the store building as constructed from time to time to form part of the SHOPPING CENTRE and which is to be leased at the OPENING DATE to The T. Eaton Company Limited.

1.05 "EXTERNAL PARKING AREAS" means the area or areas and, where the context so permits, the improvements thereon, near the SHOPPING CENTRE LANDS provided from time to time by and at the discretion of the LANDLORD to serve as additional parking areas for the SHOPPING CENTRE; such areas to be so utilized at OPENING DATE are outlined in distinguishing colour on the SHOPPING CENTRE PLANS.

1.06 "FLOOR AREA" means, with respect to each

building or portion thereof from time to time in the SHOPPING CENTRE, the number of square feet of floor space within such building or portion thereof other than

(i) any space used exclusively for heating, ventilating and air-conditioning equipment and transformer vaults;

(ii) any space which is not designed to be heated, ventilated or air-conditioned and is not heated, ventilated or air-conditioned in any manner whatsoever, whether by appropriation from adjacent areas or otherwise;

(iii) any space, other than in the TENANT'S BUILDING, the STEINBERG BUILDING, the EATON BUILDING and the PASCAL BUILDING, which is designed for servicing of the SHOPPING CENTRE or designed for the common use of tenants of the SHOPPING CENTRE and their customers and employees, or is not intended for rental;

(iv) any space for washrooms which may be used by the public and for rooms for telephone, valve, mechanical, meter, electrical, machine and engineering purposes.

In all cases where FLOOR AREA is to be calculated, measurements are to be made from the exterior

surface of exterior walls (including fixed or moveable barriers separating any building or part thereof from the MALL) which define the exterior limits of such building or part thereof when closed to the public, except in the case of party walls where such measurements are to be made from the centre line thereof, and from the exterior face of internal walls or other barriers or limits separating space used exclusively for heating, ventilating and air-conditioning equipment and transformer vaults from other space in such building. Except in the case of the TENANT'S BUILDING, the STEINBERG BUILDING, the EATON BUILDING and the PASCAL BUILDING, where a store front or entrance is recessed from the main building line the area of such recess shall be included in calculating FLOOR AREA. The areas of all the buildings in the SHOPPING CENTRE which are to be constructed as part of the initial construction and which are to be included in the calculation of FLOOR AREA at the OPENING DATE are indicated in distinguishing colour on the SHOPPING CENTRE PLANS.

1.07 "HVAC SYSTEM" means the heating, ventilating and air-conditioning system to be provided from time to time by the LANDLORD as part of the SHOPPING CENTRE and shall include, among other things, the central heating and cooling plant, if any, and the structure or structures housing the

same, the controls pertaining thereto, distribution equipment, metering equipment, the main electrical distribution equipment pertaining thereto, and the structure or structures housing the main distribution pipes but shall exclude fan rooms and other heating, ventilating and cooling equipment situate in or on the TENANT'S BUILDING, the STEINBERG BUILDING, the EATON BUILDING and the PASCAL BUILDING or within one foot (1') of any outside wall of such BUILDINGS.

1.08 "LANDLORD" means Le Carrefour Laval Ltée and its successors and assigns as emphyteutic lessor under this LEASE.

1.09 "LANDLORD'S IMPROVEMENTS" means all buildings, facilities and improvements forming part of the SHOPPING CENTRE from time to time (other than buildings, facilities and improvements situated from time to time on the TENANT'S LAND except the portion of the building erected thereon by the LANDLORD and shown on the SHOPPING CENTRE PLANS) and all buildings, facilities and improvements forming part of the EXTERNAL PARKING AREAS.

1.10 "LEASE" means this agreement, any amendments hereto, all schedules attached hereto and the rules and regulations agreed to by the TENANT and made from time to time.

1.11 "LEASE YEAR" means the period of twelve (12) months from the OPENING DATE and each succeeding twelve (12) month period provided that if the OPENING DATE is not the first day of a calendar month, "LEASE YEAR" shall mean the period from the OPENING DATE to the last day of the same calendar month in the succeeding calendar year and each succeeding twelve (12) month period and further provided that the final LEASE YEAR shall mean the period from the end of the next-to-last LEASE YEAR to the date of termination of this LEASE.

1.12 "MALL" means all or any part of the various levels of the enclosed malls, courts, arcades, lobbies and stairways designated as such on the SHOPPING CENTRE PLANS.

1.13 "OPENING DATE" means the 28th day of March, 1974.

1.14 "PASCAL BUILDING" means the store building as constructed from time to time to form part of the SHOPPING CENTRE and which is to be leased at the OPENING DATE to The J. Pascal Hardware Co. Ltd.

1.15 "PRIME RATE" means a rate of interest equal to the rate of interest charged from time to

time on Canadian dollar loans to prime credit risks by The Toronto-Dominion Bank or a like mutually acceptable Bank.

1.16 "RING ROAD" means the road (and, where the context so permits, the lands thereunder) which may be changed from time to time and which as of the date of execution hereof is known as subdivision 1 of lot 692 of the Parish of St. Martin, registration division of Laval, which land has been so subdivided prior to the date of execution hereof and is shown in distinguishing colour on the SHOPPING CENTRE PLANS.

1.17 "SHOPPING CENTRE" means all buildings and other equipment, fixtures, improvements and facilities located from time to time on the SHOPPING CENTRE LANDS and, where the context so permits, the SHOPPING CENTRE LANDS.

1.18 "SHOPPING CENTRE LANDS" means the lands located near the intersection of the Laurentian Autoroute and the Laval Autoroute in the City of Laval, in the Province of Quebec and shown in distinguishing colour on the SHOPPING CENTRE PLANS and which as of the date of execution hereof are known as subdivisions 1, 2, 3, 4 and 5 of lot 690, subdivisions 1 and 2 of subdivision 6 of lot 690,

subdivisions 1 and 2 of lot 691, subdivisions 1, 2 and 3 of lot 692 and subdivisions 1, 2, 3 and 4 of lot 693, all of the Parish of St. Martin, registration division of Laval (excluding any of the RING ROAD or the ACCESS ROADS which are hereafter ceded to the City of Laval and which become public roadways) and additional lands, if any, hereafter utilized for additional parking as contemplated by Section 12.05 of this LEASE.

1.19 "SHOPPING CENTRE PLANS" means those floor plans, site plans and other plans relating to the construction of the SHOPPING CENTRE and the EXTERNAL PARKING AREAS which plans are annexed hereto as Schedule A.

1.20 "STEINBERG BUILDING" means the store building as constructed from time to time to form part of the SHOPPING CENTRE and which is to be leased at the OPENING DATE to Steinberg's Limited.

1.21 "TAXING AUTHORITY" means any duly constituted public authority whether federal, provincial, municipal, school or otherwise, legally empowered to impose taxes, rates, assessments or charges on, upon or in respect of the SHOPPING CENTRE, the SHOPPING CENTRE LANDS or the EXTERNAL PARKING AREAS.

1.22 "TENANT" means Simpsons, Limited and its successors and assigns as emphyteutic lessee under this LEASE.

1.23 "TENANT'S BUILDING" means the store building and all other fixtures, structures, equipment and improvements situate from time to time on the TENANT'S LAND other than the TENANT'S PARKING LAND but, notwithstanding the foregoing, excludes all equipment, fixtures, improvements and facilities which the TENANT under Section 8.07 of this LEASE would have a right to remove upon termination of this LEASE and also excludes the portion of the building erected by the LANDLORD on the TENANT'S LAND and shown on the SHOPPING CENTRE PLANS.

1.24 "TENANT'S LAND" means that part of the SHOPPING CENTRE LANDS leased to the TENANT under this LEASE and outlined in distinguishing colour on the SHOPPING CENTRE PLANS and which as of the date of execution hereof is known as subdivision 4 of lot 690 and subdivision 2 of subdivision 6 of lot 690 both of the Parish of St. Martin, registration division of Laval, together with additional lands, if any, hereafter utilized for additional parking as contemplated by Section 12.05 hereof.

1.25 "TENANT'S OUTDOOR SELLING AREA" means an area of a maximum of ten thousand (10,000) square feet to be situated on the TENANT'S LAND and, where the context so permits, the outdoor selling facilities from time to time thereon, being the location shown on the SHOPPING CENTRE PLANS.

1.26 "TENANT'S PARKING LAND" means that part of the TENANT'S LAND outlined in distinguishing colour on the SHOPPING CENTRE PLANS and which as of the date of execution hereof is known as subdivision 2 of subdivision 6 of lot 690 of the Parish of St. Martin, registration division of Laval, which land has been so subdivided prior to the date of execution hereof, less

(i) any part thereof permanently occupied by any horizontal expansion of the TENANT'S BUILDING as contemplated by Section 12.08 hereof and

(ii) any part of the TENANT'S OUTDOOR SELLING AREA thereon which is used by the TENANT for merchandising purposes at any time (the "relevant time") during the period from November first (1st) in any year to April thirtieth (30th) of the succeeding year after the expiration of five (5) days immediately following the date during the period of actual receipt by the TENANT of

appropriate notice from the LANDLORD, upon which any outdoor selling facilities of the TENANT are located at the relevant time or upon which parking facilities substantially to the standards then prevailing in the balance of the SHOPPING CENTRE shall not have been restored before the commencement of the relevant time, it being understood that the operation of this Section 1.26 is subject to UNAVOIDABLE DELAY,

but together with additional lands, if any, hereafter utilized for additional parking as contemplated by Section 12.05 of this LEASE.

1.27 "TENANT'S PARKING LAND IMPROVEMENTS" means all fixtures, structures and improvements situate from time to time on or under the TENANT'S PARKING LAND other than any outdoor selling facilities of the TENANT.

1.28 "TERM" means the term of this LEASE, being a period commencing on April 9th, 1973 and terminating on the earlier of April 8th, 2072 or such other date that this LEASE terminates.

1.29 "UNAVOIDABLE DELAY" means any delay occasioned by "cas fortuit", "force majeure",

strikes, lockouts, unavailability of materials, government rules, regulations or orders, bankruptcy of contractors, or any other conditions, whether of the foregoing nature or not, (other than financial conditions) which are beyond the reasonable control of the LANDLORD or the TENANT, as the case may be.

ARTICLE II

EMPHYTEUTIC LEASE OF THE TENANT'S LAND

2.01 The LANDLORD hereby conveys by emphyteutic lease to the TENANT the TENANT'S LAND with possession from April 9, 1973, the TENANT hereby accepting, the TENANT'S LAND, namely land which as of the date of execution hereof is known as subdivision FOUR of lot SIX HUNDRED AND NINETY (690-4) and subdivision TWO of subdivision SIX of lot SIX HUNDRED AND NINETY (690-6-2) on the official plan and book of reference of the Parish of St. Martin, registration division of Laval, together with all their rights, members and appurtenances.

2.02 The TENANT hereby renounces any right it may have to become owner of the TENANT'S LAND, whether in virtue of the Constitut or Tenure System Act or otherwise, but this provision shall not affect the right of ownership acquired by the TENANT in virtue of this LEASE.

ARTICLE III

TERM AND OPTION OF EARLY TERMINATION

3.01 This LEASE shall be for the TERM.

3.02 The TENANT shall have the option to terminate this LEASE on March 27th of any of the years 2004, 2014, 2024, 2034, 2044, 2054 and 2064. An option of termination may be exercised by the TENANT by giving written notice of the TENANT'S intention to terminate this LEASE to the LANDLORD in the manner herein provided not later than one (1) year prior to one of the dates of termination above mentioned.

ARTICLE IV

IMPROVEMENTS

4.01 Subject to the provisions of this Article IV, the TENANT shall, at its own cost and expense, make improvements to the TENANT'S LAND consisting of the TENANT'S BUILDING and the TENANT'S PARKING LAND IMPROVEMENTS and, upon termination of this LEASE, the TENANT'S BUILDING and the TENANT'S PARKING LAND IMPROVEMENTS will become the property of the LANDLORD free and clear of all privileges, hypothecs and encumbrances.

4.02 The TENANT'S BUILDING and the TENANT'S PARKING LAND IMPROVEMENTS shall be constructed in accordance with the architectural, structural, mechanical and electrical plans and specifications submitted to and approved by the LANDLORD and the City of Laval.

ARTICLE V

RENT

5.01 The TENANT covenants and agrees to pay to the LANDLORD an annual basic rent for the period from the date of commencement of the TERM to February 28th, 1974 calculated at the rate of one dollar ($1.00) per annum. The TENANT also covenants and agrees to pay to the LANDLORD an annual basic rent for the period from February 28th, 1974 to the OPENING DATE calculated at the rate of thirty-four thousand and sixty three dollars and sixty-four cents ($34,063.64) per annum, adjusted to an appropriate per diem rate for the period.

5.02 The TENANT covenants and agrees to pay to the LANDLORD in each of the first twenty-five (25) LEASE YEARS in addition to all other amounts payable by the TENANT hereunder an annual basic rent of one hundred and one thousand three hundred and sixty-three dollars and five cents ($101,363.05) payable as hereinafter provided.

5.03 The TENANT covenants and agrees to pay to the LANDLORD in each LEASE YEAR after the first twenty-five (25) LEASE YEARS in addition to all other amounts payable by the TENANT hereunder, an annual basic rent of twenty-two thousand seven

hundred and nine dollars and nine cents ($22,709.09) payable as hereinafter provided.

5.04 The LANDLORD acknowledges receipt from the TENANT of a deposit on account of the annual basic rent payable under this LEASE of five hundred thousand dollars ($500,000) which shall be applied against said rent at the rate of twenty thousand dollars ($20,000) per annum in equal monthly amounts, in advance, on the first day of each and every month of one thousand six hundred and sixty-six dollars and sixty-seven cents ($1,666.67) for each of the first twenty-five (25) LEASE YEARS.

5.05 The LANDLORD acknowledges receipt from the TENANT of a further deposit on account of the annual basic rent payable under this LEASE of one hundred and thirty-four thousand one hundred and twenty-eight dollars and twenty-two cents ($134,128.22). The balance of this further deposit outstanding from time to time shall bear interest from the OPENING DATE at the rate of eight percent (8%) per annum compounded annually which interest together with such portion of the deposit as necessary shall be applied against the said rent at the rate of twelve thousand five hundred and sixty-five dollars and thirteen cents ($12,565.13) per annum in equal monthly amounts, in advance, on the first day of

each and every month of one thousand and forty-seven dollars and nine cents ($1,047.09) for each of the first twenty-five (25) LEASE YEARS.

5.06 Notwithstanding the provisions of the Civil Code of the Province of Quebec, the TENANT shall not be entitled to recover the whole or any portion of the deposits referred to in Sections 5.04 and 5.05 hereof in the event of the termination of this LEASE at any time during the first twenty-five (25) LEASE YEARS save in respect of the termination thereof by reason of the expropriation of all of the TENANT'S LAND. In the latter event only, the amounts of such deposits and, where applicable, the interest thereon not then applied against the annual basic rent payable hereunder shall be returned to the TENANT. The LANDLORD shall be free to deal with said deposits at its discretion, and no trust of any nature whatsoever shall attach thereto.

5.07 The annual basic rent payable by the TENANT under this Article V shall be paid to the LANDLORD in lawful money of Canada, without any abatement, set-off, compensation or deduction whatsoever (save for the deduction therefrom of the amounts applied against same in virtue of the provisions of Sections 5.04 and 5.05 hereof and save as elsewhere specifically provided herein and save

as may otherwise be agreed between the parties) and in the case of annual basic rent under Section 5.01 shall be payable on the OPENING DATE, in the case of annual basic rent under Section 5.02 shall be payable in equal monthly instalments, in advance, on the first (1st) day of each and every month commencing after the OPENING DATE during the first twenty-five (25) LEASE YEARS and in the case of annual basic rent under Section 5.03 shall be payable in equal monthly instalments in advance on the first (1st) day of each and every month commencing upon the expiration of the first twenty-five (25) LEASE YEARS, provided that there shall be an appropriate per diem adjustment in rental in respect of the period from the OPENING DATE to the first (1st) day of the month commencing immediately after the OPENING DATE and in respect of any month during the TERM when annual basic rent shall change or during any month when the TERM shall end. All payments shall be made at such place in Canada as the LANDLORD shall from time to time advise the TENANT in writing.

ARTICLE VI

RESTRICTED MARKETING AREA

6.01 For the period of twenty (20) years commencing on the OPENING DATE, the TENANT shall not, either directly or indirectly, operate or have an interest in any department store situated within two (2) miles from the SHOPPING CENTRE LANDS.

ARTICLE VII

TENANT'S COVENANT TO PAY TAXES

7.01 The TENANT shall pay at its own cost and for its own account when due:

(a) each and every instalment of all real estate taxes, including all municipal, school and water taxes, rates and assessments (including local improvement rates and assessments and other rates and assessments imposed by any TAXING AUTHORITY) now or at any time charged, levied or assessed against the TENANT'S LAND (excluding the TENANT'S PARKING LAND) and the TENANT'S BUILDING or any part thereof and/or against any equipment, fixtures, improvements and facilities therein or thereon and furnish the LANDLORD, within thirty (30) days after each such instalment is due, with proof of such payment;

(b) all utility charges and rates, business taxes, licence fees and similar taxes, rates, charges and assessments which may be levied by any TAXING AUTHORITY against the TENANT'S LAND (excluding the TENANT'S

PARKING LAND) and the TENANT'S BUILDING and/or upon and/or in respect of the contents of and/or the business or activities carried on upon and/or in connection with the TENANT'S LAND (excluding the TENANT'S PARKING LAND) or the leasing and/or occupancy thereof.

7.02 Nothing in this Article VII contained shall obligate the TENANT to pay any tax, rate, assessment or charge levied, assessed or charged against or in respect of the income or capital of the LANDLORD or levied, assessed or charged under the Taxation Act of the Province of Quebec or any successor statute against any place of business of the LANDLORD.

7.03 The LANDLORD and the TENANT shall use their best efforts to obtain from the TAXING AUTHORITY a separate tax assessment for the TENANT'S LAND (excluding the TENANT'S PARKING LAND) and the TENANT'S BUILDING (and the equipment, fixtures, improvements and facilities in or on such BUILDING). To the extent that a separate tax assessment cannot be obtained for the TENANT'S LAND (excluding the TENANT'S PARKING LAND) and the TENANT'S BUILDING (and the equipment, fixtures, improvements and facilities in or on such BUILDING) for the purposes

of this Article VII, if the LANDLORD and the TENANT cannot agree upon a separate assessment, the aggregate of the assessments imposed by the TAXING AUTHORITY on the SHOPPING CENTRE and EXTERNAL PARKING AREAS but on no other buildings, improvements or lands shall be allocated among the various buildings, improvements and lands forming part of the SHOPPING CENTRE and EXTERNAL PARKING AREAS by an independent appraiser selected by the LANDLORD and reasonably acceptable to the TENANT who shall be instructed to make such allocation having regard to the elements utilized by the TAXING AUTHORITY in preparing the assessment for the whole of the SHOPPING CENTRE and EXTERNAL PARKING AREAS or, where the elements so utilized are not known, having regard to general assessment principles. The cost of the independent appraiser used in connection with the making of such allocation shall be allocated on a pro rata basis proportionate to the relation which that part of the assessment, allocated by the independent appraiser to the TENANT'S LAND (excluding the TENANT'S PARKING LAND) and the TENANT'S BUILDING (and the equipment, fixtures, improvements and facilities in and on such BUILDING), bears to the assessment by the TAXING AUTHORITY of the SHOPPING CENTRE and EXTERNAL PARKING AREAS in the aggregate. The LANDLORD shall supply the TENANT with a copy of such allocation and

with an invoice for the portion of the taxes, and the portion of the cost of the independent appraiser, to be borne by the TENANT, which portions shall be payable by the TENANT to the LANDLORD within ten (10) business days after the receipt of such invoice. The LANDLORD shall pay the total amount of all such taxes as and when the same become due and payable unless the same are being contested by the LANDLORD or by the TENANT in the manner provided in this Article VII. In the event that the TENANT shall dispute the allocation so made by the said appraiser or the amount for which it shall have been invoiced by the LANDLORD such dispute shall be settled by arbitration in accordance with Article XVI of this LEASE. Notwithstanding any such dispute, the TENANT shall pay to the LANDLORD the amount set forth in the said invoice and, upon the settlement of any such dispute, any necessary adjustment shall be made with interest at the PRIME RATE. Any amount owing by the LANDLORD to the TENANT as a result of any such settlement may, if not paid by the LANDLORD, be deducted from the rent payable by the TENANT under this LEASE.

7.04 All local improvement taxes (excluding local improvement taxes arising from developments on the lands within the area hereinafter mentioned other than the SHOPPING CENTRE LANDS and the

EXTERNAL PARKING AREAS) applicable to roads and streets abutting or passing through the SHOPPING CENTRE LANDS and the other lands owned from time to time by the LANDLORD or its affiliates within the area bounded by the Laurentian Autoroute, the Laval Autoroute, Marois Boulevard and Le Carrefour Boulevard, levied by any TAXING AUTHORITY shall be allocated for the purposes of this LEASE, regardless of how they are assessed or levied by the TAXING AUTHORITY, to land on an equal per square foot basis for all the square feet in the SHOPPING CENTRE LANDS and such other lands. Of the portion thereof allocated to the SHOPPING CENTRE LANDS, the TENANT shall pay a part thereof for the TENANT'S LAND (excluding the TENANT'S PARKING LAND) pursuant to Section 7.01.

7.05 Should the TENANT fail to pay, when due, any taxes, rates, assessments, fees or other charges referred to herein, the LANDLORD shall have the right to pay the same at the expense of the TENANT and the amount so paid shall be forthwith repaid by the TENANT to the LANDLORD and may be collected by the LANDLORD as additional rent, the whole in addition to and without derogation from all of the LANDLORD'S rights under this LEASE, unless the said taxes, rates, assessments, fees or other charges are being diligently contested in good faith by the

TENANT, in which case the TENANT may withhold payment of the same to the TAXING AUTHORITY if permitted by law (but may not withhold payment of same to the LANDLORD in the event that the separate assessments referred to in Section 7.03 hereof have not been obtained unless the LANDLORD would have been permitted by law to withhold payment of the same to the TAXING AUTHORITY); provided the TENANT pays all costs of contestation and provides such security as the LANDLORD may reasonably require for the payment of such taxes, rates, assessments, fees or other charges, so contested, and provided further that such contestation or non-payment does not render the TENANT'S LAND (excluding the TENANT'S PARKING LAND) and/or the TENANT'S BUILDING subject to sale or forfeiture.

7.06 The LANDLORD and the TENANT shall use their best efforts to keep each other informed of all discussions and proposed negotiations with any TAXING AUTHORITY with the intent that each of the LANDLORD and the TENANT shall have the right to participate in any discussions or negotiations which might affect its rights or obligations under this LEASE. The LANDLORD hereby grants to the TENANT the right to contest by proper proceedings any taxes, rates, assessments, fees or other charges which might affect its rights or obligations under this

LEASE and agrees to execute such further and other documents as may be reasonably required to make such right of contestation effective.

7.07 Should changes be made in the method of levying or collecting any tax, rate, assessment, or other charges to be paid under the provisions of this Article VII by the TENANT, or should any new tax, rate, assessment or charge be levied or imposed in lieu of or in addition to those contemplated by the provisions of this Article VII, the LANDLORD and the TENANT hereby agree to negotiate an amendment or new provision for this LEASE as is necessary to deal with such change with fairness between them and in an equitable manner so as to obviate any injustice or inequity which shall have arisen, and should the LANDLORD and the TENANT fail to agree on such amendment or new provision the same shall be settled by reference to arbitration in accordance with Article XVI of this LEASE.

7.08 For greater certainty, the parties acknowledge that whenever reference is made to equipment, fixtures, improvements and facilities for the purpose of any tax assessment, such reference refers to only such equipment, fixtures, improvements and facilities as are assessable for tax purposes.

ARTICLE VIII

TENANT'S COVENANTS TO MAINTAIN AND REPAIR

8.01 Notwithstanding any provisions of the Civil Code or any other applicable law or regulation, the TENANT agrees, subject to the provisions of Section 11.06, to maintain (reasonable wear and tear excepted) the TENANT'S BUILDING and other improvements from time to time therein or thereon and all equipment, machinery and other facilities therein, thereon or used in connection therewith or any part or portion thereof on the TENANT'S LAND other than the TENANT'S PARKING LAND as a careful owner would do, and accordingly the TENANT will at all times during the TERM at its own cost and expense, for its own account, diligently carry out, make or cause to have carried out and made all necessary repairs, major and minor, and maintenance (including repairs usually referred to as "grosses réparations") structural or otherwise, exterior or interior, including those made necessary by age or irresistible force, to the TENANT'S BUILDING and other improvements from time to time therein or thereon and all equipment, machinery and other facilities therein, thereon or used in connection therewith or any part or portion thereof on the TENANT'S LAND other than the TENANT'S PARKING LAND and will repair, replace, rebuild or

reconstruct the same or any part thereof which may become worn, dilapidated or destroyed, in whole or in part, and, without limiting the generality of the foregoing, will repair, replace, rebuild or reconstruct the TENANT'S BUILDING together with all structures, erections, roofs, foundations and appurtenances, water, sewer and gas connections, wiring, pipes and mains and all such other fixtures, machinery, facilities and equipment belonging to or connected therewith or any part thereof or used in the operation thereof; provided however, that nothing herein contained shall oblige the TENANT to repair, replace, rebuild or reconstruct any COMMON AREA FACILITIES unless such repair shall be occasioned by the negligence of the TENANT or the improper use of such COMMON AREA FACILITIES by the TENANT.

8.02 The LANDLORD and any employee, servant or agent of the LANDLORD shall be entitled at any reasonable time to enter and examine the state of maintenance, repair and order of the TENANT'S BUILDING and all equipment and fixtures therein or thereon and the LANDLORD may give notice to the TENANT requiring that the TENANT perform the maintenance or effect the repairs or replacements required by Section 8.01 as may be found necessary from such examination. The failure of the LANDLORD

to give such notice shall not, however, relieve the TENANT from its obligations to maintain, repair and keep the TENANT'S BUILDING and appurtenances in the condition required by this LEASE.

8.03 In the event of any "grosses réparations" or capital or structural repair, replacement, rebuilding or reconstruction of the TENANT'S BUILDING becoming necessary (and if a governmental body or agency of competent jurisdiction orders any such "grosses réparations", capital or structural repair, replacement, rebuilding or reconstruction, such order shall be prima facie evidence that same has become necessary), the TENANT shall perform the same but before commencing or causing to be commenced any work in that respect shall submit the plans and specifications for the exterior elevations (including the elevations fronting on the MALL) and for the points of contact of such work with the LANDLORD'S IMPROVEMENTS to the LANDLORD for approval, which approval shall not be withheld or delayed so long as the proposed work will not result in any substantial decrease in the market value of the TENANT'S BUILDING or the SHOPPING CENTRE and so long as after the completion of such work the TENANT'S BUILDING will comply with the provisions of Section 8.06 hereof. Notwithstanding the foregoing, the plans and specifications in respect of any

"grosses réparations", repair, replacement or rebuilding required by any governmental body or agency of competent jurisdiction shall be approved by the LANDLORD unless the LANDLORD, on reasonable grounds, shall not be satisfied with the proposed design or mode of construction and such design or mode of construction shall not be a part of the governmental requirement. Forthwith after such approval has been obtained, the TENANT shall proceed with such work with all reasonable speed.

8.04 In the event of the failure on the part of the TENANT to comply with the provisions of this Article VIII, the LANDLORD shall have the right to take all such action as shall be reasonably required to remedy such failure on the part of the TENANT, provided that the LANDLORD shall take no action under this Section unless it has given the TENANT thirty (30) days' notice of the failure complained of and the LANDLORD'S intention to remedy the same (or, in the case such failure is of such a nature that it could reasonably be expected to result in serious damage or harm to the LANDLORD or to the SHOPPING CENTRE, such shorter period of notice as shall be reasonable in the circumstances) and the TENANT has not taken action in a diligent manner within the period of said notice to remedy such failure. Any costs incurred by the LANDLORD in

taking any such action shall be immediately payable by the TENANT to the LANDLORD as additional rent.

8.05 All repairs, maintenance and other obligations of the TENANT under this Article VIII shall be made by it in conformity with all applicable statutes, regulations and by-laws of all competent governmental authorities and the TENANT shall, before proceeding to commence or to effect the same, obtain at its own cost and if required in the name of the LANDLORD, all requisite licenses, permits and governmental permissions. All repairs, replacements, rebuildings and reconstructions to be made by the TENANT under this Article VIII shall be made as expeditiously as possible and in such manner as to cause the least possible interference with the operations of the SHOPPING CENTRE. All repairs, replacements, rebuildings and reconstructions shall be made by contractors approved by the LANDLORD, which approval shall not be unreasonably withheld, provided that such approval may be withheld by the LANDLORD, if, on reasonable grounds, the LANDLORD demonstrates that there exist conflicts arising from the conflicting jurisdiction of labour unions or the absence of labour union affiliation.

8.06 After the completion of any such repairs,

replacements, rebuildings and reconstructions, the exterior architectural treatment of the TENANT'S BUILDING shall conform to the architectural treatment of the SHOPPING CENTRE as a whole, the FLOOR AREA of the TENANT'S BUILDING shall not be less than one hundred and twenty thousand (120,000) square feet and the functional utility and integration thereof with the remainder of the SHOPPING CENTRE shall not have been materially reduced. Provided the foregoing requirements and the requirements of Section 8.03 are met, the plan, design, form, shape and appearance of the TENANT'S BUILDING after any such repair, replacement, rebuilding or reconstruction need not be the same as the plan, design, form, shape and appearance thereof prior to such repair, replacement, rebuilding or reconstruction. If any dispute shall arise as to whether the requirements of this Section 8.06 will or have been met or as to the extent of any decrease in the market value of the TENANT'S BUILDING or the SHOPPING CENTRE under Section 8.03, such dispute shall be settled by arbitration.

8.07 At the termination of this LEASE except as a result of an expropriation, the TENANT will quit the TENANT'S LAND, the TENANT'S BUILDING and the TENANT'S PARKING LAND IMPROVEMENTS and shall have no rights therein and will peaceably surrender, yield

and deliver the same up to the LANDLORD in the condition in which the TENANT is required to maintain the same by the provisions of this LEASE subject to reasonable wear and tear and the same shall thereupon become the property of the LANDLORD and no compensation shall be paid by the LANDLORD to the TENANT therefor. Any dealing by the TENANT with the TENANT'S BUILDING or the TENANT'S LAND which affects the title thereto (including, without limitation, any deed containing hypothec), shall be made expressly subject to the LANDLORD'S eventual right of ownership therein. Notwithstanding the foregoing, upon termination of this LEASE (and for a reasonable period following the termination of this LEASE), the TENANT shall have the right to remove any equipment, fixtures, improvements and facilities now or hereafter situate in or on the TENANT'S LAND (other than the TENANT'S PARKING LAND), provided that after such removal upon the termination of this LEASE there shall remain a fully-enclosed shell building (such shell building hereinafter being called the "shell building") with all its mechanical, heating, ventilating, air-conditioning, sprinkler and plumbing distribution systems, all exterior walls, doors and windows, permanent floors (including permanent mezzanine floors), washrooms, permanent stairs, elevators and escalators. The TENANT shall make good the damage or injury caused

to the shell building, the TENANT'S PARKING LAND and the TENANT'S OUTDOOR SELLING AREA that shall have resulted from the installation and/or removal of such equipment, fixtures, improvements and facilities. Any damage caused by, or appearing in the course of, such removal shall be repaired by the TENANT to the standard which the TENANT is required to maintain and repair under this LEASE. For greater certainty, the parties acknowledge that any equipment, fixtures, improvements and facilities which the TENANT is entitled to remove by the provisions of this Section 8.07, and which the TENANT does remove within a reasonable period following the termination of this LEASE, shall be the property of the TENANT. If, however, any such equipment, fixtures, improvements and facilities are not removed by the TENANT within such period, they shall thereafter become the property of the LANDLORD except upon an expropriation when they shall be the property of the TENANT.

8.08 The LANDLORD and the TENANT agree one with the other that should any damage to the premises of the other result from the doing of any work by one of the parties hereto, then the party doing the work or causing the same to be done shall be responsible in the absence of any neglect, wilful act or act of omission or commission on the part of the party injured; the LANDLORD and the TENANT hereby further agree that they will indemnify each other and save each other harmless from and in respect of all

losses, costs and damages (including damages for personal injury or death) incurred by reason of the act of the party doing such work and to give effect to the foregoing provisions the party causing such work to be done shall, in the event of any action being taken in respect of the foregoing, defend such action in the name of the other or otherwise so that the other party shall suffer no loss or harm by reason thereof.

ARTICLE IX

COVENANTS TO COMPLY AND CONFORM

TO APPLICABLE STATUTES, LAWS, ETC.

9.01 The TENANT shall during the TERM comply with and conform to the requirements of every applicable statute, law, by-law, regulation, ordinance and order from time to time or at any time in force, and affecting the condition, equipment, maintenance, use or occupation of the TENANT'S BUILDING, and, during all periods of its use, the TENANT'S OUTDOOR SELLING AREA, and all equipment, fixtures, improvements and facilities therein or thereon and with every applicable regulation and reasonable recommendation of The Canadian Underwriters Association or any person or body having similar functions and/or any liability or fire insurance company by which the LANDLORD and TENANT or either of them may be insured. The TENANT shall have the right to contest by proper proceedings the validity of any such statute, law, by-law, regulation, ordinance, requirement or order and may postpone compliance therewith until the final determination of such proceedings, provided that such proceedings shall be prosecuted with due diligence and dispatch and provided further that such postponement shall not subject any part of the SHOPPING CENTRE to forfeiture or sale. In the event

of the failure on the part of the TENANT to comply with the provisions of this Section 9.01, the LANDLORD shall have the right to take any necessary action at the cost of the TENANT, provided that, unless the LANDLORD shall be of the reasonable opinion that any delay would cause serious damage or harm to the LANDLORD or the SHOPPING CENTRE or involve the probability of serious legal action against the LANDLORD, the LANDLORD has given the TENANT thirty (30) days' notice of the LANDLORD'S intention to take such action and the TENANT has failed to commence such work in a diligent manner within the said thirty (30) day period and all outlays by the LANDLORD or its agent shall immediately be payable by the TENANT to the LANDLORD as additional rent.

ARTICLE X

COVENANT AS TO PAYMENT OF MORTGAGES

10.01 The TENANT covenants and agrees that it will pay as and when the same fall due all amounts payable by the TENANT under any mortgage, hypothec, charge or encumbrance of the interest of the TENANT in the TENANT'S LAND and the TENANT'S BUILDING and will perform all its covenants under any such mortgage, hypothec, charge or encumbrance and will not suffer to exist any default thereunder.

10.02 The terms of any instrument securing indebtedness by way of mortgage, hypothec, charge or encumbrance of the interest of the TENANT in the TENANT'S LAND or the TENANT'S BUILDING shall require the creditor (including any trustee for bondholders) to give the LANDLORD notice of any default thereunder and to permit the LANDLORD to remedy same within fifteen (15) days or such longer period of delay as may be permitted by the instrument.

10.03 In the event of any default by the TENANT in its obligations under this Article X the LANDLORD may, but need not, take such action as is required to cure such default and any amounts expended by the LANDLORD for such purpose shall be paid forthwith by the TENANT to the LANDLORD as additional rent and

such amounts may be deducted by the LANDLORD from any amounts payable to the TENANT hereunder provided that in respect of any default under any mortgage, hypothec, charge or encumbrance the LANDLORD shall take no action to cure such default unless and until, within the period of ten (10) days after the LANDLORD shall have received notice of such default from the mortgagee, hypothecary creditor or other encumbrancer, the TENANT shall have failed to remedy such default or to satisfy the LANDLORD on reasonable grounds that it is proceeding to remedy such default and will remedy the same within the period of delay, if any, permitted under such mortgage, hypothec, charge or other encumbrance.

ARTICLE XI

TENANT'S INSURANCE AND COVENANTS CONCERNING DESTRUCTION AND REBUILDING

11.01 The TENANT shall at its own cost and expense, take out and keep in force public liability and property damage insurance covering the TENANT'S operation, occupation, use and/or ownership of the TENANT'S LAND (other than the TENANT'S PARKING LAND), the TENANT'S BUILDING and the TENANT'S OUTDOOR SELLING AREA, naming the LANDLORD and the TENANT as insured parties, with a recognized insurance company or companies qualified to do business in the Province of Quebec and to effect such insurance. The amount of such insurance carried from time to time shall be Two million dollars ($2,000,000) or such greater amount as a prudent owner would maintain, for injury or damage to any one person or damage arising from any one accident, and in any event not less than the amount of such insurance required to be carried by the LANDLORD under any agreement it may have from time to time with the TENANT in connection with the LANDLORD'S obligations to insure against public liability and property damage. If at any time the LANDLORD shall be of the opinion that the amount of such insurance is less than the amount a prudent owner would maintain and the TENANT disagrees, the

matter may be referred to arbitration. The TENANT shall on request furnish to the LANDLORD certificates of the insurance company or companies evidencing the maintenance of such insurance and the coverage effected thereby. However, no certificate of insurance on public liability and property damage for an amount in excess of $1,000,000.00 will be required. The TENANT shall advise the LANDLORD of any cancellation or change in the nature of any such policies. Should the TENANT fail to effect and to keep such insurance in force, and should the TENANT not rectify such situation within forty-eight (48) hours after written notice by the LANDLORD to the TENANT the LANDLORD shall have the right, without assuming any obligation in connection therewith, to effect such insurance at the cost of the TENANT and all outlays by the LANDLORD shall be immediately payable by the TENANT to the LANDLORD without prejudice to any other rights and recourses of the LANDLORD hereunder.

11.02 The TENANT shall at all times insure at its own cost and expense the TENANT'S BUILDING and all equipment, fixtures, improvements and facilities therein or thereon or used in connection therewith or any portion or portions thereof on the TENANT'S LAND other than the TENANT'S PARKING LAND, against all losses by fire and those additional perils

contained in the extended perils endorsement of such insurance company or companies normally in use from time to time for buildings and improvements of a similar nature similarly situated in an amount equal at all times to not less than one hundred percent (100%) of an amount equal to the full replacement cost thereof (excluding the cost of foundations and footings, underground utilities and architects and other fees associated with these items), less depreciation to reflect normal physical wear and tear and, in addition, permitting a reasonable deductible amount of loss approved by the LANDLORD, which approval shall be given if such amount does not exceed three percent (3%) of the amount insured.

Upon request of the LANDLORD made to the TENANT during the period of twelve (12) months prior to the 8th day of October, 2070, there shall be no such reduction for depreciation during the last eighteen (18) months of the TERM. It is further understood that the LANDLORD may make similar requests of the TENANT during the period of twelve (12) months prior to the 27th day of September in one or more of the years 2002, 2012, 2022, 2032, 2042, 2052 or 2062 and, where a request is made, there shall be no such reduction for depreciation during the period of eighteen (18) months following

that certain 27th day of September immediately following the making of the request. Notwithstanding the preceding sentence, where the TENANT waives the option which it would otherwise still have to terminate this LEASE on the March 27th which is eighteen (18) months after the end of the period (the "relevant request period") during which the request of the LANDLORD shall have been made, there may be such a reduction for depreciation during the relevant eighteen (18) month period from and after the date of such waiver and, even where the TENANT shall not have waived such option as aforesaid, if seven (7) months shall have elapsed following the end of the relevant request period under circumstances that the TENANT shall not have exercised its then current option to terminate this LEASE on the March 27th which is eighteen (18) months after the end of the relevant request period, there may be such a reduction for depreciation from and after the elapse of such seven (7) months.

Notwithstanding anything to the contrary herein contained, if this LEASE is assigned by the TENANT to any assignee whatsoever dealing at arms-length with it or if the TENANT'S BUILDING is sold, conveyed or hypothecated by the TENANT to any party whatsoever dealing at arms-length with it (other than as security by way of hypothec, pledge or charge or by way of floating charge to any creditor,

hypothecary or otherwise, in connection with a bona fide financing by the TENANT), there shall be no such reduction for depreciation.

If reasonably required by the LANDLORD, the TENANT shall effect boiler and pressure vessel insurance up to a limit of not more than $500,000.

Such insurance shall name the LANDLORD, the TENANT and the TENANT'S hypothecary creditors (including any trustee for bondholders) as insured parties with losses payable to such parties as their respective interests may appear. Save as provided in Section 11.06, the proceeds of any loss shall be applied to the repair, replacement, rebuilding or restoration of the property damaged or destroyed. The TENANT shall furnish to the LANDLORD certificates of the insurance companies evidencing the maintenance of such insurance and the coverage effected thereby, which shall at all times be carried by a recognized insurance company or companies qualified to effect such insurance and to do business in the Province of Quebec and reasonably acceptable to the LANDLORD. All policies will contain an undertaking by the insurers to notify the LANDLORD not less than ten (10) days prior to any

material change, cancellation or other termination thereof. The TENANT shall furnish evidence of renewal or replacement of all policies at least ten (10) days prior to the date fixed for the expiry thereof. Should the TENANT fail to effect and keep such insurance in force or should such insurance not be reasonably acceptable to the LANDLORD, and should the TENANT not rectify such situation within forty-eight (48) hours after written notice by the LANDLORD to the TENANT (stating, if the LANDLORD does not accept such insurance, the reason therefor) the LANDLORD shall have the right to effect such insurance at the cost of the TENANT and all outlays by the LANDLORD shall be immediately payable by the TENANT to the LANDLORD without prejudice to any other rights and recourses of the LANDLORD hereunder.

11.03 Notwithstanding the provisions of any law to the contrary, if the TENANT'S BUILDING or any equipment, fixtures, improvements or facilities thereon or therein are totally or partially destroyed by any cause whatsoever, there shall be no abatement of rent hereunder.

11.04 (a) Promptly after any destruction or damage to the TENANT'S BUILDING or any equipment,

fixtures, improvements or facilities therein or thereon, and, in any event, prior to commencing the repair, replacement, rebuilding or restoration (in this Section 11.04 being called "repair") of the property destroyed or damaged (except for repair necessary to preserve the property, ensure the safety of the property or persons or to enable partial use to be made of any portions of the property not so destroyed or so damaged as to be incapable of use) unless the LANDLORD shall concede that the estimated cost of repair is less than fifty thousand dollars ($50,000) the TENANT shall obtain and furnish to the LANDLORD a written estimate of an architect qualified to practice in the Province of Quebec selected by the TENANT and approved by the LANDLORD (which approval shall not be unreasonably withheld) of the total cost of repair of the property destroyed or damaged and shall use its best efforts to settle and obtain payment of, or a commitment to pay, the amount of loss pertaining to the destruction or damage recoverable under the TENANT'S insurance effected pursuant to Section 11.02.

(b) If the estimated cost of repair of the property destroyed or damaged is not in excess of fifty thousand dollars ($50,000), the LANDLORD

shall release its interest in the available insurance proceeds pertaining to the destruction or damage so that such proceeds may be made available to the TENANT for the sole purpose of effecting the repair or reimbursing the TENANT for moneys expended by it in connection with the repair.

(c) If the estimated cost of repair of the property destroyed or damaged exceeds fifty thousand dollars ($50,000) and if the provisions of Section 11.06 are not applicable:

(i) A trust fund (the "first trust fund") shall be constituted to receive the insurance proceeds, of which the LANDLORD, the TENANT, and the TENANT'S hypothecary creditors (including any trustee for bondholders) who have been nominated by the TENANT for the purpose, shall be the trustees, and a second trust fund (the "second trust fund") shall be constituted, if necessary, to receive any additional funds to be payable under the provisions of subparagraph (ii) hereof, of which the LANDLORD and the TENANT shall be the trustees (the first and second trust funds being herein called the "repair fund");

(ii) All insurance proceeds in connection with the damage or destruction of the TENANT'S BUILDING and the equipment, fixtures, improvements and facilities therein or thereon shall be paid to the first trust fund and the TENANT shall pay to the second trust fund additional funds equal to the amount, if any, by which the estimated cost of the repair exceeds the insurance proceeds which will be available to be paid to the first trust fund;

(iii) The various trustees of the repair fund shall cause the repair fund, to the extent, if any, that it is not immediately required for the purpose of paying for the repair, to be invested in securities of or guaranteed by the Government of Canada or any Province thereof or in certificates of deposit of any Canadian Chartered Bank or of guaranteed investment certificates of any trust company in Canada approved by all of the trustees of the portion of the repair fund in question and by the TENANT. The trustees of the repair fund shall not be responsible for any loss to the repair fund occasioned by such investment. All interest and other gains realized by the

investment of the repair fund shall form part of the repair fund, and all costs of investment and investment losses shall be paid by the TENANT as additional contributions to the repair fund to the extent not offset by the receipt of interest and other gains;

(iv) Unless the provisions of Section 11.06 are applicable, the TENANT shall proceed to repair the destruction or damage and the repair fund shall be disbursed to the TENANT or to its order, drawing first from the first trust fund and, when it is exhausted, from the second trust fund, as the repair proceeds, in the following manner:

(1) upon application from time to time the TENANT shall be entitled to require payments to be made from the repair fund provided that the aggregate of such payments shall at no time exceed any of:

(A) eighty-five percent (85%) of the cost of the repairs completed, as certified by an architect appointed in accordance with the provisions of subparagraph (a)

of this Section 11.04 at the time of each application, or

(B) the aggregate amount which has been expended in connection with the repairs, or

(C) an amount such that the balance remaining in the repair fund together with the insurance proceeds which will thereafter become available will at all times be sufficient to complete the repair, and

(2) all amounts remaining in the repair fund after the repair has been substantially completed as certified by an architect appointed in accordance with the provisions of subparagraph (a) of this Section 11.04 and all periods for the exercise or registration of judgments, orders or liens of every nature have expired, shall be paid to the TENANT as soon as reasonably possible;

(v) If at any time during the effecting of the repair it shall appear that:

(A) the total cost of the repair will

exceed the written estimate referred to in paragraph (a), or

(B) the insurance proceeds will not be available or will be otherwise reduced,

the TENANT shall pay to the second trust fund the amount of the increase in cost or the reduction of the available insurance proceeds, as the case may be; and

(vi) In addition to the foregoing obligations of the LANDLORD, the LANDLORD shall take whatever action and furnish whatever directions, certificates and other documents as may be necessary to ensure that such proceeds will become available to the TENANT at the time or times provided in subparagraph (iv) to reimburse it for the cost of repairs and to pay any remaining balance of the repair fund over and above such cost to the TENANT.

11.05 Any repairs, replacements, rebuilding and/or restoration required to be effected by the TENANT under the provisions of this Article shall be carried out by the TENANT in accordance with the provisions of Article VIII hereof and without limiting the generality of the foregoing, the

provisions of Sections 8.04, 8.05, 8.06 and 8.07 shall be applicable thereto, provided however that the TENANT may delay the repair, replacement, rebuilding and/or restoration for a period of up to three months (and with the consent of the LANDLORD, which consent may be unreasonably withheld, for a longer period) pending settlement of insurance claims.

11.06 Notwithstanding anything in this LEASE contained, if the TENANT'S BUILDING or any part thereof shall be damaged or destroyed on a date (the "DAMAGE DATE") within the period of eighteen (18) months immediately preceding the eighth day of April, 2072, or within the period of eighteen (18) months immediately preceding the twenty-seventh day of March of any of the years 2004, 2014, 2024, 2034, 2044, 2054 or 2064, to the extent that the cost of the repair, restoration, replacement or reconstruction thereof (the "REPAIR"), as determined by agreement of the parties hereto, or, failing their agreement, by arbitration in accordance with Article XVI, exceeds fifty (50) per cent of the full replacement cost (excluding foundation and excavation costs) of the TENANT'S BUILDING, the following provisions shall apply:

(i) Where the TENANT shall have exercised its option to terminate this LEASE, the TENANT shall not be obliged to effect the REPAIR if the TENANT notifies the LANDLORD within thirty (30) days after the DAMAGE DATE that it does not wish to do so; and

(ii) Where the TENANT shall not have exercised its option to terminate this LEASE but still might, pursuant to Section 3.02 hereof, terminate the LEASE on the next date of termination immediately following the DAMAGE DATE, the TENANT shall not be obliged to effect the REPAIR, if the TENANT exercises such option to terminate this LEASE pursuant to Section 3.02 hereof within thirty (30) days after the DAMAGE DATE, it being understood that Section 3.02 hereof is deemed to be modified to the extent necessary to permit such exercise.

If the TENANT so notifies the LANDLORD or so exercises its option to terminate, then the LEASE shall terminate on the date of such notice or (as the case may be and notwithstanding Section 3.02 to the contrary) on the date of the exercise of its

option to terminate, and appropriate adjustments in rent, taxes and other charges that may be payable to the LANDLORD and in connection with the amounts in respect of which the TENANT then has any right of set-off shall be made to such date, and the TENANT shall assign to the LANDLORD its interest in all insurance policies and insurance proceeds payable in respect of the damage or destruction to the TENANT'S BUILDING and obtain the release to the LANDLORD of the interest of the TENANT'S hypothecary creditors, if any, named in such policies. With respect to damage or destruction referred to in this Section 11.06, if the determination of the cost of REPAIR and determination of full replacement cost (excluding foundation and excavation costs) of the TENANT'S BUILDING are not made within ten (10) days of the DAMAGE DATE, the parties undertake to submit the matter to final and binding arbitration immediately and agree that, notwithstanding the reference in this Section 11.06 to Article XVI hereof, the matter shall be determined by a single arbitrator who shall be appointed by agreement of the parties hereto or, failing their agreement, by appointment by a judge of the Superior Court of the District of Montreal upon application by either of the parties hereto and who shall be instructed to make such determinations as expeditiously as

possible. Where such determinations shall not have been made within fifteen (15) days of the DAMAGE DATE, the time which the TENANT has under this Section 11.06 either to give notice or to exercise an option to terminate this LEASE shall be extended to a period ending fifteen (15) days after the making of such determinations.

11.07 No insurance taken out by the LANDLORD for the TENANT at the TENANT'S expense as provided for in this Article shall relieve the TENANT of its obligation to insure hereunder and the LANDLORD shall not be liable for any loss or damage suffered by the TENANT in connection therewith.

11.08 The policies of insurance maintained pursuant to Section 11.02 hereof shall provide for the release of all rights of subrogation against the LANDLORD, but only if such provision can be obtained without additional premium to the TENANT or if the LANDLORD shall reimburse the TENANT for the additional cost incurred by the TENANT in obtaining such provision.

11.09 Any trust deed, deed of loan or other instrument providing for the securing of indebtedness by hypothec on the TENANT'S LAND (other

than the TENANT'S PARKING LAND) and the TENANT'S BUILDING shall contain a clause or clauses authorizing that the insurance be effected and the moneys payable thereunder be dealt with, used and paid as provided in this Article XI.

ARTICLE XII

EXPANSION OF THE TENANT'S BUILDING

12.01 Subject to the provisions of this Article XII, and in particular to Section 12.05 hereof, the TENANT shall have the right, at any time and from time to time after March 27, 1979 to expand the TENANT'S BUILDING on the TENANT'S LAND provided that the FLOOR AREA of the TENANT'S BUILDING as expanded may not exceed the greatest FLOOR AREA to which the EATON BUILDING may be expanded under the terms of the lease thereof as initially signed or to such greater FLOOR AREA as may be subsequently agreed for the EATON BUILDING. In connection with such expansion, the TENANT shall construct or have constructed additional and/or substitute parking facilities to fulfill the parking requirements referred to in Section 12.04 together with such TENANT'S PARKING LAND IMPROVEMENTS, if any, other than CAR SPACES as may be required in accordance with good shopping centre practice. The TENANT shall also have the right to an automotive centre on the TENANT'S PARKING LAND on terms and conditions to be negotiated by the parties. The TENANT shall also be entitled to erect outdoor selling facilities on the TENANT'S OUTDOOR SELLING AREA. Otherwise the TENANT shall not be entitled to expand the TENANT'S BUILDING or to erect or construct other buildings

and structures on the TENANT'S LAND.

12.02 The construction of any expansion of the TENANT'S BUILDING and any additional TENANT'S PARKING LAND IMPROVEMENTS required in connection therewith shall be undertaken and carried out by the TENANT at its own expense.

12.03 The TENANT shall give the LANDLORD, the tenant of the STEINBERG BUILDING and the tenant of the EATON BUILDING not less than one (1) year's notice in writing of its intention to expand the TENANT'S BUILDING. The TENANT shall not commence any construction for such purpose without having submitted plans and specifications to the LANDLORD including those pertaining to any additional TENANT'S PARKING LAND IMPROVEMENTS, and obtaining its approval of the same, which approval shall not be unreasonably withheld if the exterior appearance of the TENANT'S BUILDING, as so expanded, and the additional TENANT'S PARKING LAND IMPROVEMENTS, if any, will harmonize with the exterior architectural treatment of the SHOPPING CENTRE as a whole and if the additional TENANT'S PARKING LAND IMPROVEMENTS are located so as not to adversely affect the traffic patterns and pedestrian flow in the SHOPPING CENTRE. The application of the provisions of this Section 12.03, if in dispute, shall be settled by

arbitration. For the purpose of this LEASE, construction shall be deemed to mean any new building, any extension to an existing building, any completion of existing space which was not FLOOR AREA at the OPENING DATE or any other act which will result in an increased FLOOR AREA of the TENANT'S BUILDING.

In the event that any area in the TENANT'S BUILDING which is not FLOOR AREA at the OPENING DATE is considered by municipal or other governmental authorities having jurisdiction to be area in respect of which parking facilities are required under applicable municipal or other governmental restrictions and requirements, the TENANT shall promptly construct or have constructed additional and/or substitute parking facilities to satisfy the restrictions or requirements in respect of such area except to the extent that enforceable acquired rights exist in this connection. Such construction shall be carried out in accordance with the provisions of Section 12.02 and the second and third sentences of Section 12.03.

12.04 Prior to the completion of any such expansion of the TENANT'S BUILDING, there shall be provided, pursuant to Section 12.02, on the TENANT'S PARKING LAND or, in accordance with Section 12.05

hereof, on lands owned or controlled by the LANDLORD or its affiliates bounded by the Laurentian Autoroute, the Laval Autoroute, Marois Boulevard and Le Carrefour Boulevard outside the boundaries of the SHOPPING CENTRE LANDS as such boundaries exist at OPENING DATE (which lands are referred to as the "Special Lands"), in addition to those CAR SPACES then existing on the TENANT'S PARKING LAND, five and one half (5 1/2) CAR SPACES for each one thousand (1,000) square feet of FLOOR AREA of the expanded portion of the TENANT'S BUILDING and the TENANT shall replace all CAR SPACES lost as a result of such expansion. Additional parking facilities forming part of TENANT'S PARKING LAND IMPROVEMENTS constructed because of the expansion of the TENANT'S BUILDING may be provided by means of parking decks, the dimensions of which shall be approved by the LANDLORD, such approval not to be unreasonably withheld, prior to the commencement of construction thereof.

12.05 Where the TENANT, in connection with its obligations pursuant to this Article XII, wishes to provide additional parking on a portion of the Special Lands, the construction of such additional parking shall depend upon agreement between the LANDLORD and the TENANT, on the following matters:

(i) a sufficient portion of Special Lands is

available for use and suitable to provide the CAR SPACES in such a way that:

(a) such use of such Special Lands will not materially detract from the value to the LANDLORD or its affiliates of the remaining land owned or controlled by the LANDLORD or its affiliates in the vicinity of the SHOPPING CENTRE; and

(b) the provision on such Special Lands of CAR SPACES shall not materially affect the distribution of parking areas in relation to the distribution of FLOOR AREA in the SHOPPING CENTRE.

(ii) satisfactory financial arrangements can be made for

(a) payment for the use of the Special Lands; and

(b) payment of the cost of the construction of the said CAR SPACES.

In the event that there is mutual agreement pursuant to this Section 12.05 saving only as to those matters referred to in subparagraph

(ii)(b) above, the TENANT may proceed to carry out its expansion in accordance with this Article XII if it assumes all the costs thereof for its own account.

12.06 Except as otherwise agreed pursuant to the provisions of Section 12.07 hereof, if, as a result of any proposed expansion of the TENANT'S BUILDING, either the LANDLORD is required to make revisions to the LANDLORD'S IMPROVEMENTS to conform with the building codes or fire regulations then in effect or, in the reasonable opinion of the LANDLORD and with the reasonable approval of the TENANT, it is necessary in accordance with good shopping centre practice to construct additional or substitute COMMON AREA FACILITIES or LANDLORD'S IMPROVEMENTS, the LANDLORD shall notify the TENANT within ninety (90) days of receipt of the notice and the plans and specifications referred to in Section 12.03 hereof of the nature and estimated cost of such construction and, in the event that the proposed expansion of the TENANT'S BUILDING proceeds, the cost of such revisions or construction shall be charged to the TENANT and paid as additional rent either in a lump sum forthwith upon being so charged or, if agreement can be reached thereon between the LANDLORD and the TENANT, over the period between the date that such cost is incurred and the earlier of

the date of the next succeeding early termination date or the date of expiry of the TERM. Any dispute as to the necessity or cost of such construction by the LANDLORD shall be settled by arbitration. The construction shall be performed by a contractor selected by the LANDLORD and approved by the TENANT, such approval not to be unreasonably withheld or delayed.

12.07 If there shall be any change in the existing parking, zoning or other governmental regulations in effect at the OPENING DATE and as a result thereof, on any proposed expansion of the TENANT'S BUILDING, CAR SPACES in addition to those required pursuant to Section 12.04 are required to be provided before such expansion can take place, the TENANT shall not proceed with such expansion or permit the same to be proceeded with unless and until either:

(i) the TENANT shall have agreed with the LANDLORD to reimburse the LANDLORD for the cost of providing such additional CAR SPACES to the extent that such CAR SPACES are not to be constructed on the TENANT'S LAND, or

(ii) the TENANT and the LANDLORD shall have agreed as to the manner in which such cost is to be paid including the amount, if

any, of such cost which is to be paid by the LANDLORD.

12.08 From and after the date of commencement of the construction of any horizontal expansion of the TENANT'S BUILDING, any part of the TENANT'S PARKING LAND permanently occupied by such horizontal expansion shall cease to be included in the TENANT'S PARKING LAND.

ARTICLE XIII

LIENS

13.01 The TENANT shall conduct any construction or other work so as to minimize the possibility of any hypothec, lien or privilege being imposed on the SHOPPING CENTRE or any part thereof, and if any such lien or privilege is imposed shall forthwith take all reasonable steps to have the same discharged, provided, however, that the TENANT shall have the right to contest or review by legal proceedings or in any other manner as it may deem suitable any such hypothec, lien or privilege and in such event, the TENANT may defer payment of the contested item upon the condition that before instituting or contesting such proceedings, the TENANT shall furnish to the LANDLORD a surety bond of an insurance company in form and term reasonably satisfactory to the LANDLORD, a cash deposit, evidence that money has been paid into court or other security reasonably satisfactory to the LANDLORD sufficient to cover the amount of such contested item or items with interest and penalty for the period for which such proceedings are expected to take and estimated costs in connection with such proceedings.

ARTICLE XIV

GENERAL PROVISIONS

14.01 The LANDLORD shall not be liable for any damages in, upon or to the TENANT'S BUILDING or, during all periods of its use by the TENANT or arising from such use, the TENANT'S OUTDOOR SELLING AREA or to the property of the TENANT or any person at any time on or within the TENANT'S BUILDING or, during all periods of its use by the TENANT, the TENANT'S OUTDOOR SELLING AREA arising for any reason or cause whatsoever (save for damages resulting from the negligence of the LANDLORD or its agents, employees, officers and contractors or other persons for whom it is responsible in law or the failure by the LANDLORD to perform any of its covenants hereunder). The TENANT will indemnify and save harmless the LANDLORD of and from all fines, suits, claims, demands and actions of any kind or nature to which the LANDLORD shall or may become liable for or suffer by reason of any breach, violation or non-performance by the TENANT of any covenant, term or provision hereof or by reason of any injury occasioned to or suffered by any person or persons including the LANDLORD or by any property by reason of any wrongful act, neglect or default on the part of the TENANT or any of its employees or officers.

14.02 Any condoning, excusing or overlooking by the LANDLORD or the TENANT of any default, breach or non-performance by the other at any time or times in respect of any payment, covenant, agreement, proviso or condition contained in this LEASE shall not operate as a waiver of or so as to defeat or affect in any way any rights in respect of any subsequent and/or continuing default, breach or non-performance. Time shall be of and continue to be of the essence of this LEASE and of all covenants, agreements, provisos or conditions contained herein.

14.03 Notwithstanding the provisions of the Civil Code of the Province of Quebec, the LANDLORD shall be entitled to terminate this LEASE for non-payment of rent or any other amounts payable by the TENANT but only in accordance with the provisions of this LEASE, and the LANDLORD'S rights in this regard shall not be restricted to the case where the TENANT has allowed three (3) years to pass without paying the rent or any other amounts payable by the TENANT hereunder. If the TENANT shall be in default hereunder in the payment of rent or any other amounts payable by it to the LANDLORD hereunder, before the LANDLORD takes action, the LANDLORD shall give notice of such default to the

TENANT and to any mortgagee or hypothecary creditor (including trustee for bondholders) of the interest of the TENANT in the TENANT'S LAND and the TENANT'S BUILDING and the TENANT'S PARKING LAND IMPROVEMENTS at the address of such creditor furnished by the TENANT and the TENANT or such mortgagee or hypothecary creditor (including trustee for bondholders) shall have fifteen (15) days after receipt of such notice by each within which to remedy such default. If the TENANT shall be in default of any of its covenants and obligations hereunder, other than its covenant to pay rent or other amounts payable to the LANDLORD hereunder, before the LANDLORD takes action, the LANDLORD shall give notice to the TENANT and to any mortgagee or hypothecary creditor (including trustee for bondholders) of the interest of the TENANT in the TENANT'S LAND and the TENANT'S BUILDING and the TENANT'S PARKING LAND IMPROVEMENTS at the address of such creditor furnished by the TENANT forthwith upon such default coming to the attention of the LANDLORD and in such notice the LANDLORD shall with reasonable particularity state the nature of the default and require the same to be remedied and the TENANT or such mortgagee or hypothecary creditor (including trustee for bondholders) shall have from the receipt of such notice sixty (60) days (or such longer period as may reasonably be necessary having

regard to the nature of such default) within which to remedy such default. Only if, after the expiration of the times above limited, the TENANT remains in default, may the LANDLORD thereupon, at its option, either by itself or by its lawfully authorized agent enter and re-enter into and upon the TENANT'S LAND, the TENANT'S BUILDING, the TENANT'S PARKING LAND IMPROVEMENTS and the TENANT'S OUTDOOR SELLING AREA and at its option terminate this LEASE.

14.04 In the event that a writ of execution before or after judgment is issued against the TENANT'S LAND, the TENANT'S BUILDING or the TENANT'S PARKING LAND IMPROVEMENTS or the goods, fixtures or equipment of the TENANT and, if not stayed, remains unsatisfied for a period of ninety (90) days, or in case the TENANT becomes bankrupt or insolvent or makes an assignment for the benefit of its creditors, or having become bankrupt or insolvent takes the benefit of any act that may be in force for bankrupt or insolvent debtors or makes a proposal for the benefit of its creditors, the full amount of the current month's rent and the next six (6) months' rent shall immediately become due and payable and the LANDLORD may immediately claim the same together with any arrears then unpaid and any other amounts owing to the LANDLORD by the TENANT

pursuant to this LEASE under reserve of and without prejudice to all rights, remedies and recourses of the LANDLORD and, at the option of the LANDLORD, this LEASE may be terminated and the LANDLORD may without notice or any form of legal process forthwith re-enter upon and take possession of the TENANT'S LAND, the TENANT'S BUILDING, the TENANT'S PARKING LAND IMPROVEMENTS and the TENANT'S OUTDOOR SELLING AREA and remove the TENANT'S effects therefrom, any law or statute to the contrary notwithstanding.

14.05 The rights of the LANDLORD under this LEASE may be hypothecated, mortgaged, pledged, charged, ceded or transferred or assigned to a purchaser or to any hypothecary creditor or trustee for bondholders.

14.06 The TENANT agrees that it will at any time and from time to time (but not oftener than once in any calendar month) upon not less than ten (10) days' prior notice, execute and deliver to the LANDLORD, or as the LANDLORD may direct to its mortgagee, hypothecary creditor or trustee for bondholders a statement in writing certifying that this LEASE is unmodified and in full force and effect (or if modified, stating the modification and stating that the same is in full force and effect as

modified), the amount of the annual rent and any other amounts then being paid hereunder, the dates to which by instalment or otherwise such rent and amounts and other charges payable hereunder have been paid and whether or not there is any existing default on the part of the LANDLORD of which the TENANT has knowledge. The LANDLORD agrees that it will at any time and from time to time (but not oftener than once in any calendar month) upon not less than ten (10) days' prior notice execute and deliver to the TENANT, or as the TENANT may direct to its mortgagee, hypothecary creditor or trustee for bondholders a similar statement stating in addition whether or not there is any existing default on the part of the TENANT of which the LANDLORD has knowledge, whether or not it has approved any plans and specifications for any structural repair, replacement or rebuilding and if the same have been completed in a manner satisfactory to it, the particulars and amounts of insurance policies on the TENANT'S BUILDING in which its interest is noted, the amount of the annual rent and other amounts then being paid hereunder, the dates to which by instalments or otherwise such amounts and other charges payable hereunder by the TENANT have been paid and the amounts of any arrears of rent and any other amounts, if any.

14.07 The LANDLORD may at any time within one (1) year before the end of the TERM, and provided that the TENANT has exercised its current option of termination not later than one (1) year before any of the dates mentioned in Section 3.02 hereof, enter into and unto the TENANT'S LAND, the TENANT'S BUILDING and the TENANT'S OUTDOOR SELLING AREA and bring others at all reasonable hours for the purpose of offering the same for rent, provided, however, that no such entry by the LANDLORD shall unreasonably interfere with the business of the TENANT.

14.08 In the event that the TENANT remains in possession of the TENANT'S LAND, the TENANT'S BUILDING, the TENANT'S PARKING LAND IMPROVEMENTS and the TENANT'S OUTDOOR SELLING AREA after the end of the TERM and without the execution and delivery of a new lease, the TENANT shall be deemed to be occupying all of the same as a tenant from month to month, at a monthly rent payable in advance on the first (1st) day of each month, equal to the monthly rent payable during the last month of the TERM and upon the same terms, conditions and provisos as are set forth in this LEASE insofar as the same are applicable to a month-to-month non-emphyteutic tenancy. It is understood that the presence of the TENANT upon or in any one or more of the TENANT'S

LAND, the TENANT'S BUILDING, the TENANT'S PARKING LAND IMPROVEMENTS and the TENANT'S OUTDOOR SELLING AREA after the end of the TERM to effect removal of its equipment, fixtures, improvements and/or facilities, as contemplated by Section 8.07 of this LEASE shall not constitute the TENANT'S remaining in possession as contemplated by this Section 14.08 or as contemplated by Section 14.10 hereof.

14.09 Any notice, demand, request or consent required and contemplated by any provision of this LEASE to be given or made shall be given or made in writing and delivered in the case of the LANDLORD to LE CARREFOUR LAVAL LTEE, 1200 Sheppard Avenue East, Willowdale, Ontario, or if mailed then by prepaid registered mail addressed to LE CARREFOUR LAVAL LTEE, P.O. Box 22,000, Station "A", Toronto M5W 1W2, Ontario, and in the case of the TENANT delivered or mailed to Simpsons, Limited, 401 Bay Street, Toronto M5H 3K2, Ontario. Any such notice, demand or consent shall be mailed in Montreal or Toronto, and be conclusively deemed to have been given or made on the day on which such notice, demand, request or consent is delivered or, if mailed, then on the second (2nd) business day next following the date of mailing (except in case of interruption of normal postal service in which case there shall be no such deemed day of giving or making of the notice, demand

or consent), as the case may be. Either party may at any time give notice in writing to the other of any change of address of the party giving such notice and from and after the giving of such notice the address therein specified shall be deemed to be the address of such party for the giving of notices hereunder. All payments required to be made by this LEASE shall be delivered, or mailed by prepaid first class mail, to the party for whom they are intended at the addresses provided in this Section 14.09.

14.10 Upon the termination of this LEASE by effluxion of time (including any early termination opted for by the TENANT) but not otherwise, the LANDLORD shall pay to the TENANT the value of any unexpired prepaid insurance premiums upon the TENANT'S BUILDING and the parties shall adjust, apportion and allow between themselves all items of taxes, water rates and other matters of a similar nature to the intent and purpose that the TENANT shall bear the burden of those matters it has agreed hereunder to be responsible for until it shall deliver up possession of the TENANT'S LAND, the TENANT'S BUILDING, the TENANT'S PARKING LAND IMPROVEMENTS and the TENANT'S OUTDOOR SELLING AREA on the termination of the LEASE or at the expiry of any holding over but not afterwards.

14.11 Whenever in this LEASE it is provided that anything be done or performed, such provisions are subject to UNAVOIDABLE DELAYS. Neither the LANDLORD nor the TENANT shall be deemed to be in default in the performance of any obligation hereunder during the period of any UNAVOIDABLE DELAY relating thereto and any period for the performance of such obligation shall be extended accordingly. The LANDLORD and the TENANT shall immediately notify the other as to the commencement, duration and consequence (so far as the same is within the knowledge of the party in question) of any UNAVOIDABLE DELAY.

14.12 Notwithstanding anything contained in the Civil Code of the Province of Quebec, the TENANT shall not have the right to terminate this LEASE in the event that the LANDLORD shall be in default hereunder.

14.13 This LEASE shall be construed under and governed by the laws of the Province of Quebec. Should any provision or provisions of this LEASE and/or its conditions be illegal or not enforceable, it or they shall be considered separate and severable from the remaining provisions and conditions of this LEASE which shall remain in force and be binding upon the parties hereto as though the

said illegal or unenforceable provision or provisions or conditions had never been included.

14.14 This LEASE shall enure to the benefit of and be binding upon the LANDLORD and the TENANT and their respective successors and assigns.

14.15 The LANDLORD and the TENANT agree that in performing any of the obligations of the other pursuant to this LEASE, they will do so in a reasonable manner and so as to interfere as little as possible with the activities and operations of the other.

14.16 In the event that either the TENANT or the LANDLORD shall fail to pay to the other any amount which shall be due hereunder such amount shall bear interest at a rate per annum four percent (4%) in excess of the PRIME RATE until paid, without derogation from any other rights of the parties under this LEASE.

14.17 The LANDLORD hereby covenants with the TENANT that the TENANT paying the rent hereby reserved and performing the covenants hereinbefore on its part contained, shall and may peaceably possess and enjoy the premises hereby leased without any interruption or disturbance from the LANDLORD or

any other person or persons lawfully claiming by, from, through or under the LANDLORD.

14.18 Notwithstanding the provisions of the Civil Code of the Province of Quebec, the TENANT shall not have the right of abandonment (déguerpissement) and the TENANT hereby waives the benefit of the provisions of Article 573 of the Civil Code.

14.19 The LANDLORD and the TENANT hereby authorize and direct the registrar for the registration division of Laval to register this LEASE only against subdivision FOUR of lot SIX HUNDRED AND NINETY (690-4) and subdivision TWO of subdivision SIX of lot SIX HUNDRED AND NINETY (690-6-2) on the official plan and book of reference of the Parish of St. Martin.

14.20 The expressions "this LEASE", "hereof", "herein", "hereunder" and similar expressions refer to this LEASE as a whole and not only to a particular Article, Section or portion of this LEASE.

14.21 The table of contents and index annexed hereto are provided for convenience of reference only and do not form part hereof.

ARTICLE XV

EXPROPRIATION

15.01 It is agreed that, where any expropriation of the TENANT'S LAND, the TENANT'S BUILDING and/or the TENANT'S PARKING LAND IMPROVEMENTS or any part thereof takes place, each party has the right to receive compensation at the time of the expropriation and that at such time there shall be then existing interests and reversionary interests each of which should be compensated by reference to the value at the time of expropriation of the respective interests.

15.02 Consistent with the principles stated in Section 15.01 of this LEASE, the LANDLORD and the TENANT agree that, upon any expropriation as aforesaid, each will present its own point of view to the expropriation tribunal or authority having jurisdiction at the time of the expropriation and thereby seek separately for itself an award to the aggregate of the following:

(i) an amount or amounts to compensate the party for the value of its interest in the property expropriated; and

(ii) an amount or amounts compensating the

party for damages to it resulting from the expropriation and any other amount or amounts properly payable to it other than those referred to under subsection (i) of this Section 15.02.

Notwithstanding the fact that each party will thereby seek to maximize the award to be made to it alone, upon any expropriation as aforesaid, the LANDLORD and the TENANT shall cooperate with each other so as to maximize expropriation monies and other consideration to be paid by an expropriating party in respect of all amounts claimed. Should either party dispute the whole or part of the award it may avail itself of all rights of appeal afforded by law notwithstanding the provisions of Article XVI of this LEASE.

15.03 Where, upon expropriation as aforesaid, the award or any portion of the award is not made to the LANDLORD and to the TENANT separately, the LANDLORD and the TENANT shall allocate and/or divide as between themselves the award or such portion of the award as the case may be by agreement and, failing agreement, by arbitration in accordance with Article XVI of this LEASE.

Forthwith upon agreement as to the

allocation and/or division, or upon final settlement of the allocation and/or division, the parties and any creditor of the TENANT in whose favour the TENANT'S LAND, the TENANT'S BUILDING and the TENANT'S PARKING LAND IMPROVEMENTS are hypothecated shall forthwith cause the award or such portion of the award as the case may be to be paid to the LANDLORD and the TENANT in accordance with the allocation and/or division.

15.04 If during the TERM any expropriation takes place that covers a part only of the TENANT'S LAND, the TENANT'S BUILDING and/or the TENANT'S PARKING LAND IMPROVEMENTS with the result that the remainder no longer can be used for the purposes for which it could normally be used, the TENANT, at the LANDLORD'S reasonable request or with the LANDLORD'S approval, which approval shall not be unreasonably withheld, and in cooperation with the LANDLORD, shall ask the tribunal or authority having jurisdiction to order the expropriation of the remainder.

15.05 Any trust deed, deed of loan or other instrument evidencing indebtedness secured by hypothec on an interest in the TENANT'S LAND, the TENANT'S BUILDING and the TENANT'S PARKING LAND IMPROVEMENTS shall be made to contain a clause or

clauses authorizing that any expropriation monies and other consideration relating to the value of the TENANT'S LAND, the TENANT'S BUILDING and the TENANT'S PARKING LAND IMPROVEMENTS be dealt with, used and paid as provided in this Article XV.

15.06 Each of the LANDLORD and the TENANT shall use its best efforts to keep the other informed of all discussions and proposed negotiations with any expropriating party and each shall be entitled to participate in any such discussions or negotiations.

15.07 Where any expropriation of the TENANT'S LAND, the TENANT'S BUILDING and the TENANT'S PARKING LAND IMPROVEMENTS takes place, other than a total expropriation pursuant to the operation of Section 15.04 hereof or otherwise, the TENANT shall, at its expense, replace any CAR SPACES lost as a result of such expropriation upon receipt from the LANDLORD of an amount, if any, equal to the portion of the award which would be attributable to the expropriation of the LANDLORD'S interest in the TENANT'S PARKING LAND IMPROVEMENTS, whether made as a separate award or allocated by agreement or by arbitration in accordance with the provisions of Section 15.03 hereof. Such replacement of CAR SPACES shall be made on the remaining TENANT'S PARKING LAND to the extent reasonably practicable. To the extent that

such replacement thereon is not reasonably practicable, such replacement shall be made on the SHOPPING CENTRE LANDS (excluding the TENANT'S LAND) or, if agreement can be reached between the LANDLORD and the TENANT on the matters referred to in Section 12.05 (i) and (ii) (a) hereof, on the Special Lands.

Whether the replacement of CAR SPACES is made on the TENANT'S PARKING LAND, the SHOPPING CENTRE LANDS (excluding the TENANT'S LAND) or the Special Lands, or any one or more thereof, the plans and specifications relating to and the location, size and arrangement of the replacement CAR SPACES shall be subject to the approval of the LANDLORD, which approval shall not be unreasonably withheld or delayed.

ARTICLE XVI

ARBITRATION

16.01 In the event that any dispute shall arise between the parties hereto arising out of or in any way connected with this LEASE or the interpretation thereof or the fulfilment of the obligations of the parties hereunder, the parties agree that the dispute shall be referred by the written submission of the parties to final and binding arbitration by three arbitrators, one of whom shall be chosen by the LANDLORD, one by the TENANT and the third by the two so chosen, in accordance with Articles 940 to 951 of the Code of Civil Procedure of Quebec.

16.02 The party desiring such arbitration may at any time deliver to the other party a draft submission to arbitration signed by itself, stating the objects in dispute and naming an arbitrator. The party to whom such draft is delivered shall have a period of fourteen (14) days from receipt thereof to name an arbitrator and either to execute the same or to propose such changes as it may wish in the terms thereof. If, at the end of such fourteen (14) day period, the parties have not agreed and jointly executed a submission to arbitration, either party may apply by motion to a judge of the Superior Court

of Montreal to state the objects in dispute and the judgment of such judge shall avail for all purposes as a submission to arbitration. If within said fourteen (14) day period the party who has been notified of a dispute fails to appoint an arbitrator, either party may apply as hereinabove provided for the appointment of an arbitrator to represent the party in default. If within a reasonable time the two arbitrators appointed by the parties do not agree upon a third arbitrator, application may be made by either party for the appointment of a third arbitrator.

16.03 In the case of death, refusal, withdrawal or inability to act of one of the arbitrators, a replacement shall be named by the party or parties naming the incapacitated arbitrator within seven (7) days and if such replacement is not so named such appointment shall be made by a judge of the Superior Court of the District of Montreal.

16.04 The proceedings of the arbitrators shall in all respects be governed by Articles 940 to 951 of the Code of Civil Procedure or any successor legislation. The cost of any arbitration shall be borne by the parties hereto except as the arbitrators may otherwise determine. Unless the

parties to any arbitration otherwise agree in writing prior to the appointment of the arbitrators, no appeal shall lie from the decision of the arbitrators or the majority of them.

IN WITNESS WHEREOF this LEASE has been executed by the LANDLORD on the 21st day of November , 1975 and by the TENANT on the 21st day of November , 1975 but notwithstanding these dates this LEASE shall have effect as of the date first hereinabove mentioned.

WITNESSES:

LE CARREFOUR LAVAL LTEE

Per:

Per: C/S

SIMPSONS, LIMITED

Per:

Per: C/S

I N D E X

C A N A D A
PROVINCE OF ONTARIO

AFFIDAVIT

I, the undersigned, Ray E. Lawson, of the City of Westmount in the Province of Quebec and therein residing at 415 Mount Pleasant Avenue, having been duly sworn, do depose and say:

1. That I was one of the witnesses to the signature of Le Carrefour Laval Ltee, acting by Stan Witkin, its Director and George Lawtey, its designated signing representative, and to the signature of Simpsons, Limited, acting by Elmer Rounding, its Vice President, and Kenneth W. Kernaghan, its Secretary, to the emphyteutic lease between the said Companies made as of the 9th day of April, 1973.

2. That the said Stan Witkin and George Lawtey signatories for Le Carrefour Laval Ltee and Elmer Rounding and Kenneth W. Kernaghan signatories for Simpsons, Limited are personally known to me and I was present and saw them sign and execute the said emphyteutic lease which they signed in my presence and in the presence of Robert N. Bosada, the other subscribing witness.

3. That the said emphyteutic lease was thus signed at the City of Toronto, Province of Ontario.

4. That I and Robert N. Bosada the other subscribing witness hereto and the said Kenneth W. Kernaghan, Elmer Rounding, Stan Witkin and George Lawtey are all of the full age of majority.

AND I HAVE SIGNED

Ray Lawson

SWORN TO before me at the City of Toronto, Province of Ontario, on the 21st day of November, 1975.

A Notary Public in and for the Province of Ontario

APPENDIX “E”

THE BAY

Store # 1610

EMPHYTEUTIC LEASE

CENTRE LES PROMENADES ST-BRUNO
ST. BRUNO DE MONTARVILLE, QUEBEC

2217
Carrefour de Villes 219
Bay Brown Jacket

TABLE OF CONTENTS

THIS EMPHYTEUTIC LEASE made as of the twentieth day of June, 1977.

BETWEEN: AU CARREFOUR DES VILLES LTEE, a company duly formed by amalgamation under the provisions of Part I of the Quebec Companies Act, having its head office in the City of Laval, in the Province of Quebec,

OF THE FIRST PART

AND: SIMPSONS, LIMITED, a corporation duly incorporated under the laws of Canada, having its head office in the City of Toronto, in the Province of Ontario,

OF THE SECOND PART

WITNESSETH:

WHEREAS the LANDLORD is the owner of the SHOPPING CENTRE LANDS which are located near the intersection of Route 116 and Autoroute 30, in the Town of St-Bruno-de-Montarville, in the Province of Quebec, and the LANDLORD will construct the SHOPPING CENTRE (other than the TENANT'S BUILDING which is to be erected by the TENANT as hereinafter provided) on

lands which are known as of the date of execution hereof as subdivisions 1, 3, 5 and 7 of lot 508, subdivision 1 of subdivision 2 of lot 508 and subdivisions 1, 2, 3 and 4 of lot 509 (lots 508-1, 3, 5 and 7, lot 508-2-1 and lots 509-1, 2, 3 and 4), all of the Parish of St-Bruno, of the registration division of Chambly, Province of Quebec; and

WHEREAS the TENANT has agreed to erect the TENANT'S BUILDING on the TENANT'S LAND and the LANDLORD has agreed to an emphyteutic lease of the TENANT'S LAND on the terms and conditions hereinafter set forth.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND OF THE COVENANTS HEREIN CONTAINED, THE PARTIES CONFIRM THEIR AGREEMENT AS FOLLOWS:

ARTICLE I

DEFINITIONS

In this LEASE (including this Article I) capitalized terms are defined terms and when used in this LEASE shall have the following meanings:

1.01 "ACCESS ROADS" means those roads (and, where the context so permits, the land thereunder) from time to time which lead from the peripheral public roads to the RING ROAD, the initial set of which are situated on land known as of the date of execution hereof as subdivisions 1, 3, 5 and 7 of lot 508 (lots 508-1, 3, 5 and 7), of the Parish of St-Bruno, registration division of Chambly, which subdivisions are indicated by distinguishing marks on the SHOPPING CENTRE PLANS.

1.02 "BAY BUILDING" means the store building as it exists from time to time to be constructed to form part of the SHOPPING CENTRE and which is to be leased at the OPENING DATE to Hudson's Bay Company or a wholly-owned subsidiary thereof.

1.03 "CAR SPACE" means a space so arranged as to accommodate one private passenger automobile and to provide reasonable access to such space and to such automobile.

1.04 "COMMON AREA FACILITIES" means all facilities, improvements, installations, utilities and equipment provided from time to time on the SHOPPING CENTRE LANDS (other than the TENANT'S BUILDING LAND) for the general non-exclusive use in common by or for the benefit of all the tenants in the SHOPPING CENTRE and/or their customers and/or employees and/or licencees and/or invitees and, where the context so permits, the land appropriately associated therewith, including, without limitation, the MALL, the portion of the HVAC SYSTEM attributable to the COMMON AREA FACILITIES, the RING ROAD and the ACCESS ROADS (unless and until such roads are ceded to the Town of St-Bruno-de-Montarville and become public roadways) and the TENANT'S PARKING LAND IMPROVEMENTS.

1.05 "EATON BUILDING" means the store building as it exists from time to time to be constructed to form part of the SHOPPING CENTRE and which is to be leased at the OPENING DATE to The T. Eaton Company Limited.

1.06 "FLOOR AREA" means, with respect to each building or portion thereof from time to time in the SHOPPING CENTRE, the number of square feet of floor space within such building or portion thereof other than

(i) any space used exclusively for heating, ventilating and air-conditioning equipment and transformer vaults;

(ii) any space which is not designed to be heated, ventilated or air-conditioned and is not heated, ventilated or air-conditioned in any manner whatsoever, whether by appropriation from adjacent areas or otherwise;

(iii) any space (other than in the TENANT'S BUILDING, the STEINBERG BUILDING, the EATON BUILDING and the BAY BUILDING) which is designed for servicing of the SHOPPING CENTRE or designed for the common use of tenants of the SHOPPING CENTRE and their customers and employees, or is not intended for rental;

(iv) space in any building (including the TENANT'S BUILDING, the STEINBERG BUILDING, the EATON BUILDING and the BAY BUILDING) such as washrooms which may be used by the public and such as telephone rooms, valve rooms, mechanical rooms, meter rooms, electrical rooms, machine rooms and engineering rooms.

Any space which is excluded from the definition of FLOOR AREA for reasons contemplated by one or more of subsections (i), (ii), (iii) and (iv) of this Section 1.06 may not be used for any purpose which would result in the space falling outside the exclusion contemplated by one or more of such subsections unless the space becomes FLOOR AREA pursuant to an expansion governed by the provisions of Article XI hereof or of any other agreement between the parties pertaining to the SHOPPING CENTRE.

In all cases where FLOOR AREA is to be calculated, measurements are to be made from the exterior surface of exterior walls (including fixed or moveable barriers separating any building or part thereof from the MALL) which define the exterior limits of such building or part thereof when closed to the public, except in the case of party walls where such measurements are to be made from the centre line thereof, and from the exterior face of internal walls or other barriers or limits separating space used exclusively for heating, ventilating and air-conditioning equipment and transformer vaults from other space in such building. Except in the case of the TENANT'S BUILDING, the STEINBERG BUILDING, the EATON BUILDING and the BAY BUILDING, where a store front or entrance is recessed from the main building line the

area of such recess shall be included in calculating FLOOR AREA. The areas of all the buildings in the SHOPPING CENTRE which are to be constructed as part of the initial construction and which are to be included in the calculation of FLOOR AREA at the OPENING DATE are indicated by distinguishing marks on the SHOPPING CENTRE PLANS.

1.07 "GROSS LEASABLE AREA" means, with respect to each building or portion thereof in the SHOPPING CENTRE, the number of square feet of floor space from time to time within such building or portion thereof which is leased or intended to be leased to specific tenants or within the TENANT'S BUILDING. In all cases where GROSS LEASABLE AREA is to be calculated, measurements are to be made from the exterior surface of exterior walls (including fixed or moveable barriers separating any building or part thereof from the MALL) which define the exterior limits of such building or part thereof when closed to the public, except in the case of party walls where such measurements are to be made from the centre line thereof. Except in the case of the TENANT'S BUILDING, the STEINBERG BUILDING, the EATON BUILDING and the BAY BUILDING, where a store front or entrance is recessed from the main building line, the area of such recess shall be included in calculating GROSS LEASABLE AREA.

1.08 "HVAC SYSTEM" means the heating, ventilating and air-conditioning system to be provided from time to time by the LANDLORD as part of the SHOPPING CENTRE and shall include, among other things, the central heating and cooling plant, if any, and the structure or structures housing the same, the controls pertaining thereto, distribution equipment, metering equipment, the main electrical distribution equipment pertaining thereto, and the structure or structures housing the main distribution pipes but shall exclude fan rooms and other heating, ventilating and cooling equipment situate in or on the TENANT'S BUILDING, the STEINBERG BUILDING, the EATON BUILDING and the BAY BUILDING or within one foot (1') of any outside wall of such BUILDINGS.

1.09 "LANDLORD" means Au Carrefour Des Villes Ltée.

1.10 "LANDLORD'S IMPROVEMENTS" means all buildings, facilities and improvements forming part of the SHOPPING CENTRE from time to time (other than buildings, facilities and improvements situated from time to time on the TENANT'S LAND).

1.11 "LEASE" means this agreement, any amendments hereto, all schedules attached hereto

and the rules and regulations agreed to by the TENANT and made from time to time.

1.12 "LEASE YEAR" means the period of twelve (12) months from the OPENING DATE and each succeeding twelve (12) month period provided that if the OPENING DATE is not the first day of a calendar month, "LEASE YEAR" means the period from the OPENING DATE to the last day of the same calendar month in the succeeding calendar year and each succeeding twelve (12) month period and further provided that the final LEASE YEAR means the period from the end of the next-to-last LEASE YEAR to the date of termination of this LEASE.

1.13 "MALL" means all or any part of the various levels of the enclosed malls, courts, arcades, lobbies, escalators, passenger elevator and stairways designated as such on the SHOPPING CENTRE PLANS.

1.14 "OPENING DATE" means, where not otherwise agreed, and subject to UNAVOIDABLE DELAY experienced by either the TENANT or the LANDLORD, the earlier of

(i) the opening date of the TENANT'S BUILDING for business, or

(ii) the opening date of the SHOPPING CENTRE, being the earliest date upon which

(a) the EATON BUILDING is open for business,

(b) the portion of the MALL between the EATON BUILDING and the TENANT'S BUILDING and the parking facilities of the SHOPPING CENTRE are substantially completed and suitable for use by the public, and

(c) seventy-five percent (75%) of the rentable space fronting on the portion of the MALL between the EATON BUILDING and the TENANT'S BUILDING is open for business,

provided that, unless the TENANT'S BUILDING has opened for business, the OPENING DATE shall not be a date between November 1st in any year and March 1st in the immediately following year, that the LANDLORD and the TENANT shall use their best efforts to cause the OPENING DATE to occur not later than September, 1978 and that the LANDLORD shall consult with the TENANT with a view to establishing an OPENING DATE prior to September, 1978, which is agreeable to all parties.

1.15 "PRIME RATE" means a rate of interest equal to the rate of interest per annum charged from

time to time on Canadian dollar loans to prime credit risks by The Toronto-Dominion Bank or a like mutually acceptable Bank.

1.16 "RING ROAD" means the road (and, where the context so permits, the lands thereunder) which may be changed from time to time and which is situated on land known as of the date of execution hereof as subdivision 2 of lot 509 (lot 509-2) of the Parish of St-Bruno, registration division of Chambly and which is indicated by distinguishing marks on the SHOPPING CENTRE PLANS.

1.17 "SHOPPING CENTRE" means all buildings and other equipment, fixtures, improvements and facilities located from time to time on the SHOPPING CENTRE LANDS and, where the context so permits, the SHOPPING CENTRE LANDS.

1.18 "SHOPPING CENTRE LANDS" means the lands located near the intersection of Route 116 and Autoroute 30 in the Town of St-Bruno-de-Montarville, in the Province of Quebec, and indicated by distinguishing marks on the SHOPPING CENTRE PLANS and which are known as of the date of execution hereof as subdivisions 1, 3, 5 and 7 of lot 508, subdivision 1 of subdivision 2 of lot 508 and subdivisions 1, 2, 3 and 4 of lot 509 (lots 508-1,

3, 5 and 7, lot 508-2-1 and lots 509-1, 2, 3 and 4), all of the Parish of St-Bruno, registration division of Chambly, (excluding, from and after the date of such cession, any of the RING ROAD or the ACCESS ROADS which are hereafter ceded to the Town of St-Bruno-de-Montarville and which become public roadways), it being understood that, from and after the date of the commencement of the utilization of the additional lands, for additional parking as contemplated by Section 11.05 hereof, such additional lands shall, unless otherwise agreed by the parties hereto, also form part of the SHOPPING CENTRE LANDS.

1.19 "SHOPPING CENTRE PLANS" means those floor plans, site plans and other plans relating to the construction of the SHOPPING CENTRE which plans are annexed hereto as Schedule "A".

1.20 "SPECIAL LANDS" means the lands which are known as of the date of execution hereof as subdivision 2 of subdivision 2, subdivision 4 and subdivision 6 of lot 508 (lot 508-2-2, lot 508-4 and lot 508-6), all of the Parish of St-Bruno, registration division of Chambly.

1.21 "STEINBERG BUILDING" means the store building as it exists from time to time to be

constructed to form part of the SHOPPING CENTRE and which is to be leased at the OPENING DATE to Steinberg's Limited.

1.22 "TAXING AUTHORITY" means any duly constituted public authority whether federal, provincial, municipal, school or otherwise, legally empowered to impose taxes, rates, assessments or charges on, upon or in respect of the SHOPPING CENTRE or the SHOPPING CENTRE LANDS.

1.23 "TENANT" means Simpsons, Limited.

1.24 "TENANT'S BUILDING" means the store building and all other fixtures, structures, equipment and improvements, including the portion of the TENANT'S OUTDOOR SELLING AREA situate from time to time on the TENANT'S BUILDING LAND but, notwithstanding the foregoing, excludes all equipment, fixtures, improvements and facilities which the TENANT under Section 7.07 of this LEASE would have a right to remove upon termination of this LEASE.

1.25 "TENANT'S BUILDING LAND" means that part of the TENANT'S LAND indicated by distinguishing marks as the SIMPSON BUILDING LAND on the SHOPPING CENTRE PLANS and which is known as of the date of

execution hereof as subdivision 3 of lot 509 (lot 509-3) of the Parish of St-Bruno, registration division of Chambly, together with any part of the TENANT'S PARKING LAND permanently occupied by any horizontal expansion of the TENANT'S BUILDING as contemplated by Section 11.08 hereof and any part of the TENANT'S PARKING LAND deducted from the TENANT'S PARKING LAND by operation of the provisions in the definition of TENANT'S PARKING LAND respecting the TENANT'S OUTDOOR SELLING AREA.

1.26 "TENANT'S LAND" means the TENANT'S BUILDING LAND and the TENANT'S PARKING LAND.

1.27 "TENANT'S OUTDOOR SELLING AREA" means an area of a maximum of ten thousand (10,000) square feet to be situated on the TENANT'S LAND and, where the context so permits, the outdoor selling facilities from time to time thereon, to be located (unless changed by agreement of the LANDLORD and the TENANT) where indicated by distinguishing marks on the SHOPPING CENTRE PLANS.

1.28 "TENANT'S PARKING LAND" means that part of the TENANT'S LAND indicated by distinguishing marks as the SIMPSON PARKING LAND on the SHOPPING CENTRE PLANS and which is known as subdivision 4 of lot 509 (lot 509-4) of the Parish of St-Bruno, registration

division of Chambly, less any part thereof permanently occupied by any horizontal expansion of the TENANT'S BUILDING as contemplated by Section 11.08 hereof, it being understood that, from and after the date of commencement of the utilization of the additional lands for additional parking as contemplated by Section 11.05 hereof, such additional lands shall, unless otherwise prevented by or inconsistent with the emphyteutic nature of this LEASE or unless otherwise agreed by the parties hereto, also form part of the TENANT'S PARKING LAND.

There shall be deducted from the TENANT'S PARKING LAND any portion of the TENANT'S OUTDOOR SELLING AREA situated thereon which is used for merchandising purposes at any time (the "relevant time") during the period from November 1st of any year to March 31st of the succeeding year after the expiration of five (5) days immediately following the date during the period of actual receipt by the TENANT of appropriate notice from the LANDLORD, where any outdoor selling facilities of the TENANT are located at the relevant time upon any portion of the TENANT'S OUTDOOR SELLING AREA or where parking facilities substantially to the standards then prevailing in the balance of the SHOPPING CENTRE shall not have been restored before the commencement

of the relevant time, it being understood that the operation of this Section 1.28 is subject to UNAVOIDABLE DELAY.

1.29 "TENANT'S PARKING LAND IMPROVEMENTS" means all fixtures, structures and improvements situate from time to time on or under the TENANT'S PARKING LAND other than any portion of the TENANT'S OUTDOOR SELLING AREA situated on the TENANT'S PARKING LAND.

1.30 "TERM" means the term of this LEASE, being a period commencing on June 20, 1977 and terminating on the earlier of June 19, 2076 or such other date that this LEASE terminates.

1.31 "UNAVOIDABLE DELAY" means any delay occasioned by "cas fortuit", "force majeure", strikes, lockouts, unavailability of materials, government rules, regulations or orders, bankruptcy of contractors, or any other conditions, whether of the foregoing nature or not, (other than financial conditions) which are beyond the reasonable control of the LANDLORD or the TENANT, as the case may be.

ARTICLE II

EMPHYTEUTIC LEASE OF THE TENANT'S LAND

AND REPRESENTATIONS OF THE LANDLORD

2.01 The LANDLORD hereby conveys by emphyteutic lease to the TENANT the TENANT'S LAND with possession from June 20, 1977, the TENANT hereby accepting, the TENANT'S LAND, which is known as at the date of execution hereof as subdivisions THREE and FOUR of lot FIVE HUNDRED AND NINE (lot 509-3 and 4) on the official plan and book of reference of the Parish of St-Bruno, registration division of Chambly, together with all its rights, members and appurtenances.

2.02 The TENANT hereby renounces any right it may have to become owner of the TENANT'S LAND, whether in virtue of the Constitut or Tenure System Act or otherwise, but this provision shall not affect the right of ownership acquired by the TENANT in virtue of this LEASE.

2.03 The LANDLORD covenants and represents that, at the date of execution hereof:

(i) the SHOPPING CENTRE will consist of, in addition to the TENANT'S BUILDING to be constructed by the TENANT, the EATON BUILDING having an

approximate GROSS LEASABLE AREA of 130,000 square feet, the BAY BUILDING having an approximate GROSS LEASABLE AREA of 125,000 square feet, the STEINBERG BUILDING having an approximate GROSS LEASABLE AREA of 170,000 square feet, and other LANDLORD'S IMPROVEMENTS, the GROSS LEASABLE AREA of which will, when added to the GROSS LEASABLE AREA of the EATON BUILDING, the BAY BUILDING, the STEINBERG BUILDING and the TENANT'S BUILDING, comprise in the aggregate a GROSS LEASABLE AREA of approximately 880,000 square feet, the MALL which shall be on two levels and shall be enclosed and heated and air-conditioned, parking areas on the SHOPPING CENTRE LANDS having a sufficient number of car parking spaces to meet all legal requirements and in any event not fewer than 5.5 car parking spaces for each 1,000 square feet of GROSS LEASABLE AREA as initially constructed in the SHOPPING CENTRE together with adequate means of pedestrian and vehicular access thereto, and other COMMON AREA FACILITIES appropriate for a first class regional shopping centre (all such buildings and improvements constituting the SHOPPING CENTRE to be located substantially in accordance with the site plan included in the SHOPPING CENTRE PLANS) provided, however, that if the laws of the Town of St-Bruno-de-Montarville in force at the OPENING DATE do not prevent a parking index of 5.5 car parking spaces

for each 1,000 square feet of FLOOR AREA of the SHOPPING CENTRE, the minimum number of car parking spaces to be provided as aforesaid shall be 5.5 car parking spaces for each 1,000 square feet of FLOOR AREA of the SHOPPING CENTRE;

(ii) the LANDLORD is the registered owner of the SHOPPING CENTRE LANDS with good and marketable title thereto (subject to this LEASE and any other agreements between the LANDLORD and the TENANT) subject to no encumbrances or agreements which would adversely affect the LANDLORD'S ability to fulfill its obligations hereunder or under any such other agreements; the TENANT acknowledges that it has taken communication of a servitude agreement dated December 2, 1976 and registered under number 469493 in the registry office for the registration division of Chambly between Bell Canada and the LANDLORD and that such agreement and the servitudes created thereby do not adversely affect the LANDLORD'S ability to fulfill its obligations hereunder or under any such other agreements;

(iii) the SHOPPING CENTRE LANDS are zoned or building permits have been issued to permit the construction and operation of a regional shopping centre including three department stores and a combined food supermarket and department store and

their use for the intended purposes; there are no provisions of any by-laws, statutes, rules or regulations of any authority having jurisdiction which would prevent the construction of the buildings and improvements comprising the SHOPPING CENTRE substantially in the locations shown on the site plan included in the SHOPPING CENTRE PLANS (subject only to compliance with provisions of applicable building by-laws regarding materials of construction, building safety requirements and similar matters); and lawful access for vehicular traffic is permitted to and from adjacent public streets substantially in the locations shown on such site plan; and

(iv) arrangements have been made for the installation of all services necessary for the construction and intended use of the SHOPPING CENTRE, and, without limiting the generality of the foregoing, for the installation of water, gas, sewage, and electric power services, street lights and paved roads on the streets on which the SHOPPING CENTRE abuts.

ARTICLE III

TERM AND OPTION OF EARLY TERMINATION

3.01 This LEASE shall be for the TERM.

3.02 The TENANT shall have the option to terminate this LEASE on the last day (each of such last days being hereinafter called an "early termination date") of any of the thirtieth (30th), fortieth (40th), fiftieth (50th), sixtieth (60th), seventieth (70th), eightieth (80th) and ninetieth (90th) LEASE YEARS by giving to the LANDLORD, not later than twelve (12) months prior to the early termination date on which the TENANT intends this LEASE to terminate, written notice of the TENANT'S intention to terminate this LEASE.

Reference is made to Section 10.06 hereof for additional rights of termination.

ARTICLE IV

IMPROVEMENTS

4.01 Subject to the provisions of this Article IV, the TENANT shall, at its own cost and expense, make improvements to the TENANT'S LAND consisting of the TENANT'S BUILDING and, upon termination of this LEASE, the TENANT'S BUILDING and the TENANT'S PARKING LAND IMPROVEMENTS will become the property of the LANDLORD free and clear of all privileges, hypothecs and encumbrances.

4.02 The TENANT'S BUILDING shall be constructed substantially in accordance with plans therefor showing the location, elevation, exterior design and size thereof, which exterior design shall be subject to approval by the LANDLORD, such approval not to be unreasonably withheld or delayed, and otherwise substantially in accordance with plans and specifications submitted to and approved by the Town of St-Bruno-de-Montarville.

ARTICLE V

RENT AND CERTAIN OTHER AMOUNTS PAYABLE

5.01 The TENANT covenants and agrees to pay to the LANDLORD an annual amount with respect to rent for each year during the TERM of one dollar ($1.00).

5.02 The TENANT covenants and agrees to pay to the LANDLORD with respect to each of the first twenty-five (25) LEASE YEARS an annual additional amount, payable as hereinafter provided, equal to the aggregate of:

(i) ten and six hundred eighty-one thousandths percent (10.681%) of an amount which is the product of six dollars and fifty cents ($6.50) multiplied by the number of square feet of GROSS LEASABLE AREA of the TENANT'S BUILDING, and

(ii) nine percent (9%) of an amount which is equal to

(a) the product of fifty-four cents ($0.54) multiplied by the number of square feet of the TENANT'S LAND, plus

(b) the aggregate of:

(1) applicable real estate taxes on the TENANT'S LAND in respect of the period commencing on June 1, 1972 and terminating on the OPENING DATE and interest thereon at the PRIME RATE plus one and one-half per cent (1 1/2%) from the date of expenditure until OPENING DATE; and

(2) the aggregate of the amounts of seven deemed payments, on account of other carrying costs for the TENANT'S LAND, each calculated at the rate of eight and one-half per cent (8 1/2%) of the product of fifty-four cents (54¢) multiplied by the number of square feet of the TENANT'S LAND, the first of such deemed payments being deemed to have been made on June 1, 1972, the second on June 1, 1973, the third on June 1, 1974, the fourth on June 1, 1975, the fifth on June 1, 1976, the sixth on June 1, 1977 and the seventh on June 1, 1978, (with an

appropriate per diem adjustment of the amount of the seventh deemed payment in respect of the period from June 1, 1978 until the OPENING DATE) and interest on such deemed payments at the PRIME RATE plus one and one-half per cent (1 1/2%) from the date when it shall be deemed to have been made until OPENING DATE.

5.03 The TENANT covenants and agrees to pay to the LANDLORD with respect to each LEASE YEAR after the first twenty-five (25) LEASE YEARS an annual additional amount equal to the amount calculated in subsection (ii) of Section 5.02 hereof payable as hereinafter provided.

5.04 The TENANT agrees to pay to the LANDLORD on the OPENING DATE a deposit, on account of those portions of the annual additional amounts payable for the first twenty-five LEASE YEARS under subsection (i) of Section 5.02 hereof, equal to the amount which is the product of six dollars and fifty cents ($6.50) multiplied by the number of square feet of GROSS LEASABLE AREA of the TENANT'S BUILDING. The balance of this deposit outstanding

from time to time shall bear interest from the OPENING DATE at the rate of nine percent (9%) per annum. Such interest, together with such portion of the deposit as may be necessary, shall be applied in equal monthly amounts against that portion of the annual additional amount referred to in subsection (i) of Section 5.02 hereof in amounts which when taken together over the entire LEASE YEAR will equal ten and one hundred eighty-one thousandths percent (10.181%) of the deposit required to be made on OPENING DATE.

5.05 Notwithstanding the provisions of the Civil Code of the Province of Quebec, the TENANT shall not be entitled to recover the whole or any portion of the deposit referred to in Section 5.04 hereof in the event of the termination of this LEASE at any time during the first twenty-five (25) LEASE YEARS save in respect of the termination hereof by reason of the expropriation of all of the TENANT'S LAND. In the latter event only, the amount of such deposit, and the interest thereon, not then applied against the annual additional amount payable under subsection (i) of Section 5.02 hereof shall be returned to the TENANT. The LANDLORD shall be free to deal with said deposit at its discretion and shall not be required to hold same in a separate fund. No trust of any nature whatsoever shall attach to said deposit.

5.06 For the purposes of this Article V, GROSS LEASABLE AREA of the TENANT'S BUILDING shall be calculated and determined as of the OPENING DATE and shall mean all GROSS LEASABLE AREA to be constructed in accordance with the plans referred to in Section 4.02 hereof. If the construction of GROSS LEASABLE AREA shall not have been completed on the OPENING DATE, the incomplete AREA shall be estimated and a final determination made on the completion of such construction. For the purposes of this Article V, GROSS LEASABLE AREA shall mean the area so determined and no adjustment shall be made thereto in the event of the construction of any additional GROSS LEASABLE AREA.

5.07 Until such time as the additional amount for which the TENANT is responsible hereunder in a LEASE YEAR shall have been finally determined in accordance with the provisions of Section 5.08 of this Article V, the LANDLORD shall submit an estimate of the amount thereof to the TENANT, and such amount (and the deposit referred to in Section 5.04) shall be determined on the basis of such estimate until such time as the amount thereof shall have been so finally determined, and forthwith after the amount thereof shall have been so finally

determined the LANDLORD shall pay the TENANT, or the TENANT shall pay the LANDLORD, as the case may be, any amount by which the amounts theretofore paid and deposited by the TENANT under this Article V shall exceed or be less than the amounts which would have been paid and deposited if the final determination of such amount had been made at OPENING DATE. All over or under payments of each amount hereunder shall bear interest at the PRIME RATE from the date the said amount is due or the said overpayment is made. If the LANDLORD fails to pay to the TENANT any amount pursuant to this Section 5.07, the TENANT may deduct such amount from the amounts payable under this LEASE.

5.08 The LANDLORD shall, as soon as reasonably possible, prepare and submit to the TENANT a detailed calculation of the amounts payable by the TENANT under this LEASE. The books and records of the LANDLORD relating to the calculation shall be open to the inspection of the TENANT and its representatives at all reasonable times. If within sixty (60) days after the submission of such detailed calculation to the TENANT, the LANDLORD and the TENANT shall fail to agree on the amounts payable by the TENANT under this Article V the matters in dispute shall be settled by arbitration.

5.09 The annual additional amounts payable by the TENANT under this Article V shall be paid to the LANDLORD in lawful money of Canada, without any abatement, set-off, compensation or deduction whatsoever (save for the deduction therefrom of the amount applied against same in virtue of the provisions of Section 5.04 hereof and save as elsewhere specifically provided herein and save as may otherwise be agreed between the parties). The annual basic rent under Section 5.01 shall be payable on the first day of each year during the TERM. The annual additional amount under subsection (i) of Section 5.02 shall be payable (first, to the extent possible out of the deposit and earned interest contemplated by Section 5.04) in equal monthly instalments, not in advance, on the first (1st) day of each and every month commencing after the OPENING DATE during the first twenty-five (25) LEASE YEARS. The annual additional amount under subsection (ii) of Section 5.02 shall be payable in equal monthly instalments, in advance, on the first (1st) day of each and every month commencing after the OPENING DATE during the first twenty-five (25) LEASE YEARS. The annual additional amount under Section 5.03 shall be payable in equal monthly instalments, in advance, on the first (1st) day of each and every month of each LEASE YEAR, commencing upon the expiration of the first twenty-five (25)

LEASE YEARS. There shall be an appropriate per diem adjustment in the annual additional amount in respect of the period from the OPENING DATE to the first (1st) day of the month commencing immediately after the OPENING DATE and in respect of any month during the TERM when the annual additional amount shall change or during any month when the TERM shall end. All payments shall be made at such place in Canada as the LANDLORD shall from time to time advise the TENANT in writing.

ARTICLE VI

TENANT'S COVENANT TO PAY TAXES

6.01 The TENANT shall pay at its own cost and for its own account when due:

(i) each and every instalment of all real estate taxes, including all municipal, school and water taxes, rates and assessments (including local improvement rates and assessments and other rates and assessments imposed by any TAXING AUTHORITY) now or at any time charged, levied or assessed against the TENANT'S BUILDING LAND and the TENANT'S BUILDING or any part thereof and/or against any equipment, fixtures, improvements and facilities therein or thereon and furnish the LANDLORD, upon reasonable request within thirty (30) days after each such instalment is due, with proof of such payment;

(ii) all utility charges and rates, business taxes, licence fees and similar taxes, rates, charges and assessments which may be levied by any TAXING AUTHORITY against the TENANT'S BUILDING LAND and the TENANT'S BUILDING and/or upon and/or in respect of the contents of and/or the

business or activities carried on upon and/or in connection with the TENANT'S BUILDING LAND or the leasing and/or occupancy thereof.

6.02 Nothing in this Article VI contained shall obligate the TENANT to pay any tax, rate, assessment or charge levied, assessed or charged against or in respect of the income or capital of the LANDLORD or levied, assessed or charged under the Taxation Act of the Province of Quebec or any successor statute against any place of business of the LANDLORD.

6.03 The LANDLORD and the TENANT shall use their best efforts to obtain from the TAXING AUTHORITY a separate tax assessment for the TENANT'S BUILDING LAND and the TENANT'S BUILDING (and the equipment, fixtures, improvements and facilities in or on such BUILDING). To the extent that a separate tax assessment cannot be obtained for the TENANT'S BUILDING LAND and the TENANT'S BUILDING (and the equipment, fixtures, improvements and facilities in or on such BUILDING) for the purposes of this Article VI, if the LANDLORD and the TENANT cannot agree upon a separate assessment, the aggregate of the assessments imposed by the TAXING AUTHORITY on the SHOPPING CENTRE but on no other buildings,

improvements or lands shall be allocated among the various buildings, improvements and lands forming part of the SHOPPING CENTRE by an independent appraiser selected by the LANDLORD and reasonably acceptable to the TENANT who shall be instructed to make such allocation having regard to the elements utilized by the TAXING AUTHORITY in preparing the assessment for the whole of the SHOPPING CENTRE or, where the elements so utilized are not known, having regard to general assessment principles. The cost of the independent appraiser used in connection with the making of such allocation shall be allocated on a pro rata basis proportionate to the relation which that part of the assessment, allocated by the independent appraiser to the TENANT'S BUILDING LAND and the TENANT'S BUILDING (and the equipment, fixtures, improvements and facilities in and on such BUILDING), bears to the assessment by the TAXING AUTHORITY of the SHOPPING CENTRE. The LANDLORD shall supply the TENANT with a copy of such allocation and with an invoice for the portion of the taxes, and the portion of the cost of the independent appraiser, to be borne by the TENANT, which portions shall be payable by the TENANT to the LANDLORD within ten (10) business days after the receipt of such invoice. The LANDLORD shall pay the total amount of all such taxes as and when the same become

due and payable unless the same are being contested by the LANDLORD or by the TENANT in the manner provided in this Article VI. In the event that the TENANT shall dispute the allocation so made by the said appraiser or the amount for which it shall have been invoiced by the LANDLORD such dispute shall be settled by arbitration in accordance with Article XV of this LEASE. Notwithstanding any such dispute, the TENANT shall pay to the LANDLORD the amount set forth in the said invoice and, upon the settlement of any such dispute, any necessary adjustment shall be made with interest at the PRIME RATE. Any amount owing by the LANDLORD to the TENANT as a result of any such settlement may, if not paid by the LANDLORD, be deducted from the rent payable by the TENANT under this LEASE.

6.04(i) All local improvement taxes applicable to improvements required by or benefitting the SHOPPING CENTRE or the SPECIAL LANDS (or improvements thereon) levied by any TAXING AUTHORITY or assessed against or in respect of any part of the SHOPPING CENTRE LANDS or the SPECIAL LANDS (or improvements thereon) shall be allocated for the purposes of this LEASE, regardless of how they are assessed or levied by the TAXING AUTHORITY, as follows:

(a) Where such taxes are applicable to improvements required by or benefitting only the SHOPPING CENTRE, they shall be allocated entirely thereto;

(b) Where such taxes are applicable to improvements required by or benefitting only the SPECIAL LANDS (or improvements thereon), they shall be allocated entirely thereto;

(c) Where such taxes are applicable to improvements required by or benefitting both the SHOPPING CENTRE and the SPECIAL LANDS (or improvements thereon), they shall be allocated between same by an independent professional engineer selected by the LANDLORD and reasonably acceptable to the TENANT on the basis of the relative requirement by or benefit to each.

(ii) The taxes allocated to the SHOPPING CENTRE in accordance with the foregoing provisions shall be allocated among all of the lands forming part of the SHOPPING CENTRE on an equal per square foot basis and, subject to the provisions of this Section 6.04, the TENANT shall pay the portion of such taxes so allocated to the TENANT'S BUILDING LAND. The provisions of Section 6.03 hereof regarding the cost

of the allocation (or allocations), the furnishing of a copy of the allocation (or allocations) to the TENANT, the payment of such taxes by the LANDLORD, the payment by the TENANT to the LANDLORD in respect thereof and the disputation of the allocation (or allocations) shall apply mutatis mutandis to the taxes referred to in subsection (i) of this Section 6.04.

(iii) It is understood that to the extent that local improvement taxes levied by any TAXING AUTHORITY are allocated to the SHOPPING CENTRE and result from an expansion of the TENANT'S BUILDING in accordance with Article XI of this LEASE or from an expansion of LANDLORD'S IMPROVEMENTS in accordance with the provisions regarding expansion of LANDLORD'S IMPROVEMENTS in any other agreement between the LANDLORD and the TENANT, such taxes shall be deemed to be costs of expansion and accordingly shall be borne solely by the party responsible for bearing costs of such expansion.

6.05 Should the TENANT fail to pay, when due, any taxes, rates, assessments, fees or other charges referred to herein, the LANDLORD shall have the right to pay the same at the expense of the TENANT and the amount so paid shall be forthwith repaid by the TENANT to the LANDLORD and may be collected by the LANDLORD as additional rent, the whole in addition to and without derogation from all of the

LANDLORD'S rights under this LEASE, unless the said taxes, rates, assessments, fees or other charges are being diligently contested in good faith by the TENANT, in which case the TENANT may withhold payment of the same to the TAXING AUTHORITY if permitted by law (but may not withhold payment of same to the LANDLORD in the event that the separate assessments referred to in Section 6.03 hereof have not been obtained or with respect to the taxes referred to in Section 6.04 hereof unless the LANDLORD would have been permitted by law to withhold payment of the same to the TAXING AUTHORITY).

6.06 The LANDLORD and the TENANT shall use their best efforts to keep each other informed of all discussions and proposed negotiations with any TAXING AUTHORITY with the intent that each of the LANDLORD and the TENANT shall have the right to participate in any discussions or negotiations which might affect its rights or obligations under this LEASE. The LANDLORD acknowledges that the TENANT has the right to contest any taxes, rates, assessments, fees or other charges and agrees to do whatever is reasonably necessary or to execute any appropriate documents which may be reasonably requested by the TENANT with respect to any contestation.

6.07 Should changes be made in the method of levying or collecting any tax, rate, assessment, or other charges to be paid under the provisions of this Article VI by the TENANT, or should any new tax, rate, assessment or charge be levied or imposed in lieu of or in addition to those contemplated by the provisions of this Article VI, the LANDLORD and the TENANT hereby agree to negotiate an amendment or new provision for this LEASE as is necessary to deal with such change with fairness between them and in an equitable manner so as to obviate any injustice or inequity which shall have arisen, and should the LANDLORD and the TENANT fail to agree on such amendment or new provision the same shall be settled by reference to arbitration in accordance with Article XV of this LEASE.

6.08 For greater certainty, the parties acknowledge that whenever reference is made to equipment, fixtures, improvements and facilities for the purpose of any tax assessment, such reference refers to only such equipment, fixtures, improvements and facilities as are assessable for tax purposes.

ARTICLE VII

TENANT'S COVENANTS TO MAINTAIN AND REPAIR

7.01 Notwithstanding any provisions of the Civil Code or any other applicable law or regulation, the TENANT agrees, subject to the provisions of Section 10.06, to maintain (reasonable wear and tear excepted) the TENANT'S BUILDING and other improvements from time to time therein or thereon and all equipment, machinery and other facilities therein, thereon or used in connection therewith or any part or portion thereof on the TENANT'S BUILDING LAND as a careful owner would do, and accordingly the TENANT will at all times during the TERM at its own cost and expense, for its own account, diligently carry out, make or cause to have carried out and made all necessary repairs, major and minor, and maintenance (including repairs usually referred to as "grosses réparations") structural or otherwise, exterior or interior, including those made necessary by age or irresistible force, to the TENANT'S BUILDING and other improvements from time to time therein or thereon and all equipment, machinery and other facilities therein, thereon or used in connection therewith or any part or portion thereof on the TENANT'S BUILDING LAND and will repair, replace, rebuild or reconstruct the same or any part thereof

which may become worn, dilapidated or destroyed, in whole or in part, and, without limiting the generality of the foregoing, will repair, replace, rebuild or reconstruct the TENANT'S BUILDING together with all structures, erections, roofs, foundations and appurtenances, water, sewer and gas connections, wiring, pipes and mains and all such other fixtures, machinery, facilities and equipment belonging to or connected therewith or any part thereof or used in the operation thereof; provided however, that nothing herein contained shall oblige the TENANT to repair, replace, rebuild or reconstruct any COMMON AREA FACILITIES unless such repair shall be occasioned by the negligence of the TENANT or the improper use of such COMMON AREA FACILITIES by the TENANT.

7.02 The LANDLORD and any employee, servant or agent of the LANDLORD shall be entitled at any reasonable time to enter and examine the state of maintenance, repair and order of the TENANT'S BUILDING and all equipment and fixtures therein or thereon and the LANDLORD may give notice to the TENANT requiring that the TENANT perform the maintenance or effect the repairs or replacements required by Section 7.01 as may be found necessary from such examination. The failure of the LANDLORD to give such notice shall not, however, relieve the

TENANT from its obligations to maintain, repair and keep the TENANT'S BUILDING and appurtenances in the condition required by this LEASE.

7.03 In the event of any "grosses réparations" or capital or structural repair, replacement, rebuilding or reconstruction of the TENANT'S BUILDING becoming necessary (and if a governmental body or agency of competent jurisdiction orders any such "grosses réparations", capital or structural repair, replacement, rebuilding or reconstruction, such order shall be prima facie evidence that same has become necessary), the TENANT shall perform the same but before commencing or causing to be commenced any work in that respect shall submit the plans and specifications for the exterior elevations (including the elevations fronting on the MALL) and for the points of contact of such work with the LANDLORD'S IMPROVEMENTS to the LANDLORD for approval, which approval shall not be withheld or delayed so long as the proposed work will not result in any substantial decrease in the market value of the TENANT'S BUILDING or the SHOPPING CENTRE and so long as after the completion of such work the TENANT'S BUILDING will comply with the provisions of Section 7.06 hereof. Notwithstanding the foregoing, the plans and specifications in respect of any "grosses réparations", repair, replacement or

rebuilding required by any governmental body or agency of competent jurisdiction shall be approved by the LANDLORD unless the LANDLORD, on reasonable grounds, shall not be satisfied with the proposed design or mode of construction and such design or mode of construction shall not be a part of the governmental requirement. Forthwith after such approval has been obtained, the TENANT shall proceed with such work with all reasonable speed.

7.04 In the event of the failure on the part of the TENANT to comply with the provisions of this Article VII, the LANDLORD shall have the right to take all such action as shall be reasonably required to remedy such failure on the part of the TENANT, provided that the LANDLORD shall take no action under this Section unless it has given the TENANT thirty (30) days' notice of the failure complained of and the LANDLORD'S intention to remedy the same (or, in the case such failure is of such a nature that it could reasonably be expected to result in serious damage or harm to the LANDLORD or to the SHOPPING CENTRE, such shorter period of notice as shall be reasonable in the circumstances) and the TENANT has not taken action in a diligent manner within the period of said notice to remedy such failure. Any costs incurred by the LANDLORD in taking any such action shall be immediately payable

by the TENANT to the LANDLORD as additional rent.

7.05 All repairs, maintenance and other obligations of the TENANT under this Article VII shall be made by it in conformity with all applicable statutes, regulations and by-laws of all competent governmental authorities and the TENANT shall, before proceeding to commence or to effect the same, obtain at its own cost and if required in the name of the LANDLORD, all requisite licenses, permits and governmental permissions. All repairs, replacements, rebuildings and reconstructions to be made by the TENANT under this Article VII shall be made as expeditiously as possible and in such manner as to cause the least possible interference with the operations of the SHOPPING CENTRE. All repairs, replacements, rebuildings and reconstructions shall be made by contractors approved by the LANDLORD, which approval shall not be unreasonably withheld, provided that such approval may be withheld by the LANDLORD, if, on reasonable grounds, the LANDLORD demonstrates that there exist conflicts arising from the conflicting jurisdiction of labour unions or the absence of labour union affiliation.

7.06 After the completion of any such repairs, replacements, rebuildings and reconstructions, the

exterior architectural treatment of the TENANT'S BUILDING shall conform to the architectural treatment of the SHOPPING CENTRE as a whole, the FLOOR AREA of the TENANT'S BUILDING shall not be reduced by more than twenty percent (20%) from the greater of the FLOOR AREA thereof at OPENING DATE or the FLOOR AREA thereof immediately prior to the time when such work became necessary and the functional utility and integration thereof with the remainder of the SHOPPING CENTRE shall not have been materially reduced. Provided the foregoing requirements and the requirements of Section 7.03 are met, the plan, design, form, shape and appearance of the TENANT'S BUILDING after any such repair, replacement, rebuilding or reconstruction need not be the same as the plan, design, form, shape and appearance thereof prior to such repair, replacement, rebuilding or reconstruction. If any dispute shall arise as to whether the requirements of this Section 7.06 will or have been met or as to the extent of any decrease in the market value of the TENANT'S BUILDING or the SHOPPING CENTRE under Section 7.03, such dispute shall be settled by arbitration.

7.07 At the termination of this LEASE except as a result of an expropriation, the TENANT will quit the TENANT'S LAND, the TENANT'S BUILDING and the

TENANT'S PARKING LAND IMPROVEMENTS and shall have no rights therein and will peaceably surrender, yield and deliver the same up to the LANDLORD in the condition in which the TENANT is required to maintain the same by the provisions of this LEASE, if maintenance of same by the TENANT is required at all, subject to reasonable wear and tear and the same shall thereupon become the property of the LANDLORD and no compensation shall be paid by the LANDLORD to the TENANT therefor. Any dealing by the TENANT with the TENANT'S BUILDING or the TENANT'S LAND which affects the title thereto (including, without limitation, any deed containing hypothec), shall be made expressly subject to the LANDLORD'S eventual right of ownership therein. Notwithstanding the foregoing, upon termination of this LEASE (and for a reasonable period following the termination of this LEASE), the TENANT shall have the right to remove any equipment, fixtures, improvements and facilities now or hereafter situate in or on the TENANT'S BUILDING LAND, provided that after such removal upon the termination of this LEASE there shall remain a fully-enclosed shell building (such shell building hereinafter being called the "shell building") with all its mechanical, heating, ventilating, air-conditioning, sprinkler and plumbing distribution systems, all exterior walls, doors and windows, permanent floors

(including permanent mezzanine floors), washrooms, permanent stairs, elevators and escalators. The TENANT shall make good the damage or injury caused to the shell building, the TENANT'S PARKING LAND and the TENANT'S OUTDOOR SELLING AREA that shall have resulted from the installation and/or removal of such equipment, fixtures, improvements and facilities. Any damage caused by, or appearing in the course of, such removal shall be repaired by the TENANT to the standard which the TENANT is required to maintain and repair under this LEASE. For greater certainty, the parties acknowledge that any equipment, fixtures, improvements and facilities which the TENANT is entitled to remove by the provisions of this Section 7.07, and which the TENANT does remove within a reasonable period following the termination of this LEASE, shall be the property of the TENANT. If, however, any such equipment, fixtures, improvements and facilities are not removed by the TENANT within such period, they shall thereafter become the property of the LANDLORD except upon an expropriation in which case they shall be the property of the TENANT.

7.08 The LANDLORD and the TENANT agree one with the other that should any damage to the premises of the other result from the doing of any work by one of the parties hereto, then the party doing the work

or causing the same to be done shall be responsible in the absence of any neglect, wilful act or act of omission or commission on the part of the party injured; the LANDLORD and the TENANT hereby further agree that they will indemnify each other and save each other harmless from and in respect of all losses, costs and damages (including damages for personal injury or death) incurred by reason of the act of the party doing such work and to give effect to the foregoing provisions the party causing such work to be done shall, in the event of any action being taken in respect of the foregoing, defend such action in the name of the other or otherwise so that the other party shall suffer no loss or harm by reason thereof.

ARTICLE VIII

COVENANTS TO COMPLY AND CONFORM

TO APPLICABLE STATUTES, LAWS, ETC.

8.01 The TENANT shall during the TERM comply with and conform to the requirements of every applicable statute, law, by-law, regulation, ordinance and order from time to time or at any time in force, and affecting the condition, equipment, maintenance, use or occupation of the TENANT'S BUILDING, and, during all periods of its use, the TENANT'S OUTDOOR SELLING AREA, and all equipment, fixtures, improvements and facilities therein or thereon and with every applicable regulation and reasonable recommendation of the Insurer's Advisory Organization or any person or body having similar functions and/or any liability or fire insurance company by which the LANDLORD and TENANT or either of them may be insured. The TENANT shall have the right to contest by proper proceedings the validity of any such statute, law, by-law, regulation, ordinance, requirement or order and may postpone compliance therewith until the final determination of such proceedings, provided that such proceedings shall be prosecuted with due diligence and dispatch and provided further that such postponement shall not subject any part of the SHOPPING CENTRE to forfeiture or sale. In the event of the failure on

the part of the TENANT to comply with the provisions of this Section 8.01, the LANDLORD shall have the right to take any necessary action at the cost of the TENANT, provided that, unless the LANDLORD shall be of the reasonable opinion that any delay would cause serious damage or harm to the LANDLORD or the SHOPPING CENTRE or involve the probability of serious legal action against the LANDLORD, the LANDLORD has given the TENANT thirty (30) days' notice of the LANDLORD'S intention to take such action and the TENANT has failed to commence such work in a diligent manner within the said thirty (30) day period and all outlays by the LANDLORD or its agent shall immediately be payable by the TENANT to the LANDLORD as additional rent.

ARTICLE IX

COVENANT AS TO PAYMENT OF MORTGAGES

9.01 The TENANT covenants and agrees that it will pay as and when the same fall due all amounts payable by the TENANT under any mortgage, hypothec, charge or encumbrance of the interest of the TENANT in the TENANT'S LAND and the TENANT'S BUILDING and will perform all its covenants under any such mortgage, hypothec, charge or encumbrance and will not suffer to exist any default thereunder.

9.02 The terms of any instrument securing indebtedness by way of mortgage, hypothec, charge or encumbrance of the interest of the TENANT in the TENANT'S LAND or the TENANT'S BUILDING shall require the creditor (including any trustee for bondholders) to give the LANDLORD notice of any default thereunder and to permit the LANDLORD to remedy same within fifteen (15) days or such longer period of delay as may be permitted by the instrument.

9.03 In the event of any default by the TENANT in its obligations under this Article IX the LANDLORD may, but need not, take such action as is required to cure such default and any amounts expended by the LANDLORD for such purpose shall be paid forthwith by the TENANT to the LANDLORD as

additional rent and such amounts may be deducted by the LANDLORD from any amounts payable to the TENANT hereunder provided that in respect of any default under any mortgage, hypothec, charge or encumbrance the LANDLORD shall take no action to cure such default unless and until, within the period of ten (10) days after the LANDLORD shall have received notice of such default from the mortgagee, hypothecary creditor or other encumbrancer, the TENANT shall have failed to remedy such default or to satisfy the LANDLORD on reasonable grounds that it is proceeding to remedy such default and will remedy the same within the period of delay, if any, permitted under such mortgage, hypothec, charge or other encumbrance.

ARTICLE X

TENANT'S INSURANCE AND COVENANTS CONCERNING DESTRUCTION AND REBUILDING

10.01 The TENANT shall at its own cost and expense, take out and keep in force public liability and property damage insurance covering the TENANT'S operation, occupation, use and/or ownership of the TENANT'S BUILDING LAND, the TENANT'S BUILDING and the TENANT'S OUTDOOR SELLING AREA, naming the LANDLORD and the TENANT as insured parties with provision for cross-liability and severability of interest, with a recognized insurance company or companies qualified to do business in the Province of Quebec and to effect such insurance. The amount of such insurance carried from time to time shall be Two million dollars ($2,000,000) or such greater amount as a prudent owner would maintain, for injury or damage to any one person or damage arising from any one accident, and in any event not less than the amount of such insurance required to be carried by the LANDLORD under any agreement it may have from time to time with the TENANT pertaining to the SHOPPING CENTRE in connection with the LANDLORD'S obligations to insure against public liability and property damage. If at any time the LANDLORD shall be of the opinion that the amount of such insurance is less than the amount a prudent owner would

maintain and the TENANT disagrees, the matter may be referred to arbitration. The TENANT shall on request furnish to the LANDLORD certificates of the insurance company or companies evidencing the maintenance of such insurance and the coverage effected thereby. However, no certificate of insurance on public liability and property damage for an amount in excess of $1,000,000.00 will be required. The TENANT shall advise the LANDLORD of any cancellation or change in the nature of any such policies. Should the TENANT fail to effect and to keep such insurance in force, and should the TENANT not rectify such situation within forty-eight (48) hours after written notice by the LANDLORD to the TENANT the LANDLORD shall have the right, without assuming any obligation in connection therewith, to effect such insurance at the cost of the TENANT and all outlays by the LANDLORD shall be immediately payable by the TENANT to the LANDLORD without prejudice to any other rights and recourses of the LANDLORD hereunder.

10.02 The TENANT shall at all times insure at its own cost and expense the TENANT'S BUILDING and all equipment, fixtures, improvements and facilities therein or thereon or used in connection therewith or any portion or portions thereof on the TENANT'S BUILDING LAND, against all losses by fire and those

additional perils contained in the extended perils endorsement of such insurance company or companies normally in use from time to time for buildings and improvements of a similar nature similarly situated in an amount equal at all times to not less than one hundred percent (100%) of an amount equal to the full replacement cost thereof (excluding the cost of foundations and footings, underground utilities and architects and other fees associated with these items), less depreciation to reflect normal physical wear and tear and, in addition, permitting a reasonable deductible amount of loss approved by the LANDLORD, which approval shall be given if such amount does not exceed three percent (3%) of the amount insured.

Upon request of the LANDLORD made to the TENANT during the period of twelve (12) months immediately prior to the last eighteen (18) months of the TERM, there shall be no such reduction for depreciation during the last eighteen (18) months of the TERM. It is further understood that the LANDLORD may make similar requests of the TENANT during the period (which period is hereinafter referred to as "the relevant request period") commencing thirty (30) months before, and terminating eighteen (18) months before, any of the "early termination dates" as such term is defined in

Section 3.02 hereof and, where a request is made, there shall be no such reduction for depreciation during the period of eighteen (18) months terminating on the next early termination date. Notwithstanding the preceding sentence, where the TENANT waives the option which it would otherwise still have to terminate this LEASE on any of the early termination dates, there may be such a reduction for depreciation during the eighteen (18) month period terminating on such early termination date and, even where the TENANT shall not have waived such option as aforesaid, if seven (7) months shall have elapsed following the end of the relevant request period and the TENANT shall not have exercised its option to terminate this LEASE on the next early termination date, there may be such a reduction for depreciation from and after the elapse of such seven (7) months. Notwithstanding anything to the contrary herein contained, if this LEASE is assigned by the TENANT to any assignee whatsoever dealing at arms-length with it or if the TENANT'S BUILDING is sold, conveyed or hypothecated by the TENANT to any party whatsoever dealing at arms-length with it (other than as security by way of hypothec, pledge or charge or by way of floating charge to any creditor, hypothecary or otherwise, in connection with a bona fide financing by the TENANT), there shall be no such reduction for depreciation.

In the event that, and so long as, boilers and pressure vessels are installed in, relate to or serve the TENANT'S BUILDING and are operated by the TENANT or by others (other than the LANDLORD) on its behalf, the TENANT shall maintain boiler and pressure vessel insurance in respect of such objects in such reasonable amounts as the TENANT shall determine, having relation to the nature of the boiler and pressure vessels utilized by the TENANT.

Such insurance shall name the LANDLORD, the TENANT and the TENANT'S hypothecary creditors (including any trustee for bondholders) as insured parties with losses payable to such parties as their respective interests may appear. Save as provided in Section 10.06, the proceeds of any loss shall be applied to the repair, replacement, rebuilding or restoration of the property damaged or destroyed. The TENANT shall furnish on request to the LANDLORD certificates of the insurance companies evidencing the maintenance of such insurance and the coverage effected thereby, which shall at all times be carried by a recognized insurance company or companies qualified to effect such insurance and to do business in Canada and reasonably acceptable to the LANDLORD. All policies will contain an

undertaking by the insurers to notify the LANDLORD not less than thirty (30) days prior to any material change, cancellation or other termination thereof. The TENANT shall furnish evidence of renewal or replacement of all policies at least ten (10) days prior to the date fixed for the expiry thereof. Should the TENANT fail to effect and keep such insurance in force or should such insurance not be reasonably acceptable to the LANDLORD, and should the TENANT not rectify such situation within forty-eight (48) hours after written notice by the LANDLORD to the TENANT (stating, if the LANDLORD does not accept such insurance, the reason therefor) the LANDLORD shall have the right to effect such insurance at the cost of the TENANT and all outlays by the LANDLORD shall be immediately payable by the TENANT to the LANDLORD without prejudice to any other rights and recourses of the LANDLORD hereunder.

10.03 Notwithstanding the provisions of any law to the contrary, if the TENANT'S BUILDING or any equipment, fixtures, improvements or facilities thereon or therein are totally or partially destroyed by any cause whatsoever, there shall be no abatement of rent hereunder.

10.04 (i) Promptly after any destruction or damage to the TENANT'S BUILDING or any equipment, fixtures, improvements or facilities therein or thereon, and, in any event, prior to commencing the repair, replacement, rebuilding or restoration (in this Section 10.04 being called "repair") of the property destroyed or damaged (except for repair necessary to preserve the property, ensure the safety of the property or persons or to enable partial use to be made of any portions of the property not so destroyed or so damaged as to be incapable of use) unless the LANDLORD shall concede that the estimated cost of repair is less than one hundred thousand dollars ($100,000) adjusted every five years in accordance with the Consumer Price Index (All-Items Index) for Regional Cities (Montreal) published by Statistics Canada from the level of such index as the same exists as of the OPENING DATE, the TENANT shall obtain and furnish to the LANDLORD a written estimate of an architect qualified to practice in the Province of Quebec selected by the TENANT and approved by the LANDLORD (which approval shall not be unreasonably withheld) of the total cost of repair of the property destroyed or damaged and shall use its best efforts to settle and obtain payment of, or a commitment to pay, the amount of loss pertaining to the destruction or damage recoverable under the TENANT'S insurance effected pursuant to Section 10.02.

(ii) If the estimated cost of repair of the property destroyed or damaged is not in excess of one hundred thousand dollars ($100,000) adjusted every five years in accordance with the Consumer Price Index (All-Items Index) for Regional Cities (Montreal) published by Statistics Canada from the level of such index as the same exists as of the OPENING DATE, the LANDLORD shall release its interest in the available insurance proceeds pertaining to the destruction or damage so that such proceeds may be made available to the TENANT for the sole purpose of effecting the repair or reimbursing the TENANT for moneys expended by it in connection with the repair.

(iii) If the estimated cost of repair of the property destroyed or damaged exceeds one hundred thousand dollars ($100,000) adjusted every five years in accordance with the Consumer Price Index (All-Items Index) for Regional Cities (Montreal) published by Statistics Canada from the level of such index as the same exists as of the OPENING DATE and if the provisions of Section 10.06 are not applicable:

(a) A trust fund (the "first trust fund") shall be constituted to receive the

insurance proceeds, of which the LANDLORD, the TENANT, and the TENANT'S hypothecary creditors (including any trustee for bondholders) who have been nominated by the TENANT for the purpose, shall be the trustees, and a second trust fund (the "second trust fund") shall be constituted, if necessary, to receive any additional funds to be payable under the provisions of subparagraph (b) hereof, of which the LANDLORD and the TENANT shall be the trustees (the first and second trust funds being herein called the "repair fund");

(b) All insurance proceeds in connection with the damage or destruction of the TENANT'S BUILDING and the equipment, fixtures, improvements and facilities therein or thereon shall be paid to the first trust fund and the TENANT shall pay to the second trust fund additional funds equal to the amount, if any, by which the estimated cost of the repair exceeds the insurance proceeds which will be available to be paid to the first trust fund;

(c) The various trustees of the repair fund shall cause the repair fund, to the extent, if any, that it is not immediately required for the purpose of paying for the

repair, to be invested in securities of or guaranteed by the Government of Canada or any Province thereof or in certificates of deposit of any Canadian Chartered Bank or of guaranteed investment certificates of any trust company in Canada approved by all of the trustees of the portion of the repair fund in question and by the TENANT. The trustees of the repair fund shall not be responsible for any loss to the repair fund occasioned by such investment. All interest and other gains realized by the investment of the repair fund shall form part of the repair fund, and all costs of investment and investment losses shall be paid by the TENANT as additional contributions to the repair fund to the extent not offset by the receipt of interest and other gains;

(d) Unless the provisions of Section 10.06 are applicable, the TENANT shall proceed to repair the destruction or damage and the repair fund shall be disbursed to the TENANT or to its order, drawing first from the first trust fund and, when it is exhausted, from the second trust fund, as the repair proceeds, in the following manner:

(1) upon application from time to time the TENANT shall be entitled to require payments to be made from the repair fund provided that the aggregate of such payments shall at no time exceed any of:

(A) eighty-five percent (85%) of the cost of the repairs completed, as certified by an architect appointed in accordance with the provisions of subparagraph (i) of this Section 10.04 at the time of each application, or

(B) the aggregate amount which has been expended in connection with the repairs, or

(C) an amount such that the balance remaining in the repair fund together with the insurance proceeds which will thereafter become available will at all times be sufficient to complete the repair, and

(2) all amounts remaining in the repair fund after the repair has been substantially completed as certified by an architect appointed in accordance with the provisions of

subparagraph (i) of this Section 10.04 and all periods for the exercise or registration of judgments, orders or liens of every nature have expired, shall be paid to the TENANT as soon as reasonably possible;

(e) If at any time during the effecting of the repair it shall appear that:

(A) the total cost of the repair will exceed the written estimate referred to in paragraph (i), or

(B) the insurance proceeds will not be available or will be otherwise reduced,

the TENANT shall pay to the second trust fund the amount of the increase in cost or the reduction of the available insurance proceeds, as the case may be; and

(f) In addition to the foregoing obligations of the LANDLORD, the LANDLORD shall take whatever action and furnish whatever directions, certificates and other documents as may be necessary to ensure that such proceeds will become available to the TENANT at the time or times provided in subparagraph (d) to reimburse it for the cost of repairs and to pay any

remaining balance of the repair fund over and above such cost to the TENANT.

10.05 Any repairs, replacements, rebuilding and/or restoration required to be effected by the TENANT under the provisions of this Article shall be carried out by the TENANT in accordance with the provisions of Article VII hereof and without limiting the generality of the foregoing, the provisions of Sections 7.04, 7.05, 7.06 and 7.07 shall be applicable thereto, provided however that the TENANT may delay the repair, replacement, rebuilding and/or restoration for a period of up to three months (and with the consent of the LANDLORD, which consent may be unreasonably withheld, for a longer period) pending settlement of insurance claims.

10.06 Notwithstanding anything in this LEASE contained, if the TENANT'S BUILDING or any part thereof shall be damaged or destroyed on a date (the "DAMAGE DATE") during the last eighteen (18) months of the TERM, or within the period of eighteen (18) months immediately preceding any of the "early termination dates" as such term is defined in Section 3.02 hereof, if the cost of the repair, restoration, replacement or reconstruction thereof (the "REPAIR"), as determined by agreement of the

parties hereto, or, failing their agreement, by arbitration in accordance with Article XV, exceeds fifty (50) per cent of the full replacement cost (excluding foundation and excavation costs) of the TENANT'S BUILDING, the following provisions shall apply:

(i) Where the TENANT shall have exercised its option to terminate this LEASE on the next early termination date or where the DAMAGE DATE falls within the last eighteen (18) months of the TERM, the TENANT shall not be obliged to effect the REPAIR if the TENANT notifies the LANDLORD within thirty (30) days after the DAMAGE DATE that it does not wish to do so; and

(ii) Where the TENANT shall not have exercised its option to terminate this LEASE but still might, pursuant to Section 3.02 hereof, terminate the LEASE on the next early termination date, the TENANT shall not be obliged to effect the REPAIR, if the TENANT exercises such option to terminate this LEASE pursuant to Section 3.02 hereof within thirty (30) days after the DAMAGE DATE, it being understood that Section 3.02 hereof is deemed to be

modified to the extent necessary to permit such exercise.

If the TENANT so notifies the LANDLORD or so exercises its option to terminate, then the LEASE shall terminate on the date of such notice or (as the case may be and notwithstanding Section 3.02 to the contrary) on the date of the exercise of its option to terminate, and appropriate adjustments in rent, amounts, taxes and other charges that may be payable to or applied to or in favour of the LANDLORD and in connection with the amounts in respect of which the TENANT then has any right of set-off shall be made to such date, and the TENANT shall assign to the LANDLORD its interest in all insurance policies and insurance proceeds payable in respect of the damage or destruction to the TENANT'S BUILDING and obtain the release to the LANDLORD of the interest of the TENANT'S hypothecary creditors, if any, named in such policies. With respect to damage or destruction referred to in this Section 10.06, if the determination of the cost of REPAIR and determination of full replacement cost (excluding foundation and excavation costs) of the TENANT'S BUILDING are not made within ten (10) days of the DAMAGE DATE, the parties undertake to submit the matter to final and binding arbitration immediately and agree that, notwithstanding the

reference in this Section 10.06 to Article XV hereof, the matter shall be determined by a single arbitrator who shall be appointed by agreement of the parties hereto or, failing their agreement, by appointment by a judge of the Superior Court of the District of Montreal upon application by either of the parties hereto and who shall be instructed to make such determinations as expeditiously as possible. Where such determinations shall not have been made within fifteen (15) days of the DAMAGE DATE, the time which the TENANT has under this Section 10.06 either to give notice or to exercise an option to terminate this LEASE shall be extended to a period ending fifteen (15) days after the making of such determinations.

10.07 No insurance taken out by the LANDLORD for the TENANT at the TENANT'S expense as provided for in this Article shall relieve the TENANT of its obligation to insure hereunder and the LANDLORD shall not be liable for any loss or damage suffered by the TENANT in connection therewith.

10.08 The policies of insurance maintained pursuant to Section 10.02 hereof shall provide for the release of all rights of subrogation against the LANDLORD, if legally obtainable.

10.09 At all times during construction of the TENANT'S BUILDING and until the OPENING DATE, in lieu of the taking out during such period of the types of insurance contemplated by the provisions of Sections 10.01 and 10.02 hereof, the TENANT will insure the TENANT'S BUILDING in respect of fire and all other perils normally included within policies with extended coverage and supplementary perils endorsements applicable to similar buildings during construction and normally effected by prudent owners, and against all direct or indirect liability for personal injury and property damage insofar as the same can reasonably be insured by standard contractors' general liability insurance policies. Such insurance shall comply with and be subject to the other provisions of this Article X excepting Sections 10.06 and 10.08.

10.10 The TENANT acknowledges that it has agreed to provide insurance as hereinabove stipulated, among other reasons, on account of the emphyteutic nature of this LEASE and the reversionary interest of the LANDLORD in the TENANT'S LAND, the TENANT'S BUILDING and the TENANT'S PARKING LAND IMPROVEMENTS.

ARTICLE XI

EXPANSION OF THE TENANT'S BUILDING

11.01(i) Subject to the provisions of this Article XI, and in particular to Section 11.05 hereof, the TENANT shall have the right, at any time and from time to time following the expiration of the first five (5) years after the OPENING DATE to expand the TENANT'S BUILDING on the TENANT'S LAND provided that the FLOOR AREA of the TENANT'S BUILDING as expanded may not exceed the greatest FLOOR AREA to which the EATON BUILDING may be expanded under the terms of the lease thereof as initially signed. In connection with such expansion, the TENANT shall construct or have constructed additional and/or substitute parking facilities to fulfill the parking requirements referred to in Section 11.04 together with such TENANT'S PARKING LAND IMPROVEMENTS, if any, other than CAR SPACES as may be required in accordance with good shopping centre practice. The TENANT shall also be entitled to erect outdoor selling facilities on the TENANT'S OUTDOOR SELLING

AREA. The TENANT agrees not to expand the TENANT'S BUILDING or to erect or construct other buildings and structures on the TENANT'S LAND except in accordance with the foregoing and the following provisions.

(ii) The LANDLORD covenants and represents that the terms of the lease as initially signed of the EATON BUILDING will not stipulate a maximum FLOOR AREA to which the EATON BUILDING may be expanded.

(iii) In the event that, at any time the TENANT gives notice of its intention to expand the TENANT'S BUILDING as required under Section 11.03 hereof, there exists any restriction imposed by competent authority which has the effect of limiting the FLOOR AREA to which the SHOPPING CENTRE or any portion thereof which includes both the EATON BUILDING and the TENANT'S BUILDING may be expanded, the TENANT may not expand the TENANT'S BUILDING to the extent that the FLOOR AREA thereof as expanded would exceed the greatest FLOOR AREA to which the EATON BUILDING could thereafter be expanded having regard to the limitation.

11.02 The construction of any expansion of the TENANT'S BUILDING and any additional TENANT'S PARKING LAND IMPROVEMENTS required in connection therewith shall be undertaken and carried out by the TENANT at its own expense.

11.03 The TENANT shall give the LANDLORD and the tenant of the EATON BUILDING not less than one (1) year's notice in writing of its intention to expand the TENANT'S BUILDING. The TENANT shall not commence any construction for such purpose without having submitted plans and specifications to the LANDLORD including those pertaining to any additional TENANT'S PARKING LAND IMPROVEMENTS, and obtaining its approval of the same, which approval shall not be unreasonably withheld if the exterior appearance of the TENANT'S BUILDING, as so expanded, and the additional TENANT'S PARKING LAND IMPROVEMENTS, if any, will harmonize with the exterior architectural treatment of the SHOPPING CENTRE as a whole and if the additional TENANT'S PARKING LAND IMPROVEMENTS are located so as not to adversely affect the traffic patterns and pedestrian flow in the SHOPPING CENTRE. The application of the provisions of this Section 11.03, if in dispute, shall be settled by arbitration. For the purpose of this LEASE, construction shall be deemed to mean any

new building, any extension to an existing building, any completion of existing space which was not FLOOR AREA or any other act which will result in an increased FLOOR AREA of the TENANT'S BUILDING beyond that which exists, or is planned to exist pursuant to the plans and specifications referred to in Section 4.02, at OPENING DATE.

11.04 Prior to the completion of any such expansion of the TENANT'S BUILDING, there shall be provided, pursuant to Section 11.02, on the TENANT'S PARKING LAND or, in accordance with Section 11.05 hereof, on the SPECIAL LANDS, in addition to those CAR SPACES then existing on the TENANT'S PARKING LAND, five and one half (5 1/2) CAR SPACES for each one thousand (1,000) square feet of GROSS LEASABLE AREA (reference is made to Section 13.22 hereof) of the expanded portion of the TENANT'S BUILDING and the TENANT shall replace all CAR SPACES lost as a result of such expansion. Additional parking facilities forming part of TENANT'S PARKING LAND IMPROVEMENTS constructed because of the expansion of the TENANT'S BUILDING may be provided by means of parking decks, the dimensions of which shall be approved by the LANDLORD, such approval not to be unreasonably withheld, prior to the commencement of construction thereof.

11.05 Where the TENANT, in connection with its obligations pursuant to this Article XI or pursuant to Section 14.07, wishes to provide additional parking on a portion of the SPECIAL LANDS, the construction of such additional parking shall depend upon agreement between the LANDLORD and the TENANT on the following matters:

(i) a sufficient portion of SPECIAL LANDS is available for use and suitable to provide the CAR SPACES in such a way that:

(a) such use of such SPECIAL LANDS will not materially detract from the value to the LANDLORD or its affiliates of the remaining land owned or controlled by the LANDLORD or its affiliates in the vicinity of the SHOPPING CENTRE; and

(b) the provision on the SPECIAL LANDS of CAR SPACES shall not materially affect the distribution of parking areas in relation to the distribution of GROSS LEASABLE AREA (reference is made to Section 13.22 hereof) in the SHOPPING CENTRE.

(ii) satisfactory financial arrangements can be made for

(a) payment for the use of the SPECIAL LANDS; and

(b) payment of the cost of the construction of the said CAR SPACES.

In the event that there is mutual agreement pursuant to this Section 11.05 saving only as to those matters referred to in subparagraph (ii)(b) above, the TENANT may proceed to carry out its expansion in accordance with this Article XI if it assumes all the costs thereof for its own account.

11.06 Except as otherwise agreed pursuant to the provisions of Section 11.07 hereof, if, as a result of any proposed expansion of the TENANT'S BUILDING, either the LANDLORD is required to make revisions to the LANDLORD'S IMPROVEMENTS to conform with the building codes or fire regulations then in effect or otherwise to enable the TENANT to obtain any necessary approvals of the proposed expansion (and the LANDLORD shall not be required to make any such revisions unless they are consistent with good shopping centre practice) or, in the reasonable opinion of the LANDLORD and with the reasonable approval of the TENANT, it is necessary in accordance with good shopping centre practice to

construct additional or substitute COMMON AREA FACILITIES or LANDLORD'S IMPROVEMENTS, the LANDLORD shall notify the TENANT within ninety (90) days of receipt of the notice and the plans and specifications referred to in Section 11.03 hereof of the nature and estimated cost of such construction and, in the event that the proposed expansion of the TENANT'S BUILDING proceeds, the cost of such revisions or construction shall be charged to the TENANT and paid as additional rent either in a lump sum forthwith upon being so charged or, if agreement can be reached thereon between the LANDLORD and the TENANT, over the period between the date that such cost is incurred and the earlier of the date of the next succeeding early termination date or the date of expiry of the TERM. Any dispute as to the necessity or cost of such construction by the LANDLORD shall be settled by arbitration. The construction shall be performed by a contractor selected by the LANDLORD and approved by the TENANT, such approval not to be unreasonably withheld or delayed.

11.07 If there shall be any change in the existing parking, zoning or other governmental regulations in effect at the OPENING DATE and as a result thereof, on any proposed expansion of the TENANT'S BUILDING, CAR SPACES in addition to those

required pursuant to Section 11.04 are required to be provided before such expansion can take place, the TENANT shall not proceed with such expansion or permit the same to be proceeded with unless and until either:

(i) the TENANT shall have agreed with the LANDLORD to reimburse the LANDLORD for the cost of providing such additional CAR SPACES to the extent that such CAR SPACES are not to be constructed on the TENANT'S LAND, or

(ii) the TENANT and the LANDLORD shall have agreed as to the manner in which such cost is to be paid including the amount, if any, of such cost which is to be paid by the LANDLORD.

11.08 From and after the date of commencement of the construction of any horizontal expansion of the TENANT'S BUILDING, any part of the TENANT'S PARKING LAND permanently occupied by such horizontal expansion shall cease to be included in the TENANT'S PARKING LAND and shall be included in the TENANT'S BUILDING LAND.

ARTICLE XII

LIENS

12.01 The TENANT shall conduct any construction or other work so as to minimize the possibility of any hypothec, lien or privilege being imposed on the SHOPPING CENTRE or any part thereof, and if any such lien or privilege is imposed shall forthwith take all reasonable steps to have the same discharged, provided, however, that the TENANT shall have the right to contest or review by legal proceedings or in any other manner as it may deem suitable any such hypothec, lien or privilege and in such event, the TENANT may defer payment of the contested item upon the condition that before instituting or contesting such proceedings, the TENANT shall furnish to the LANDLORD a surety bond of an insurance company in form and term reasonably satisfactory to the LANDLORD, a cash deposit, evidence that money has been paid into court or other security reasonably satisfactory to the LANDLORD sufficient to cover the amount of such contested item or items with interest and penalty for the period for which such proceedings are expected to take and estimated costs in connection with such proceedings.

ARTICLE XIII

GENERAL PROVISIONS

13.01 The LANDLORD shall not be liable for any damages in, upon or to the TENANT'S BUILDING or, during all periods of its use by the TENANT or arising from such use, the TENANT'S OUTDOOR SELLING AREA or to the property of the TENANT or any person at any time on or within the TENANT'S BUILDING or, during all periods of its use by the TENANT, the TENANT'S OUTDOOR SELLING AREA arising for any reason or cause whatsoever (save for damages resulting from the negligence of the LANDLORD or its agents, employees, officers and contractors or other persons for whom it is responsible in law or the failure by the LANDLORD to perform any of its covenants hereunder). The TENANT will indemnify and save harmless the LANDLORD of and from all fines, suits, claims, demands and actions of any kind or nature to which the LANDLORD shall or may become liable for or suffer by reason of any breach, violation or non-performance by the TENANT of any covenant, term or provision hereof or by reason of any injury occasioned to or suffered by any person or persons including the LANDLORD or by any property by reason of any wrongful act, neglect or default on the part of the TENANT or any of its employees or officers.

13.02 Any condoning, excusing or overlooking by the LANDLORD or the TENANT of any default, breach or non-performance by the other at any time or times in respect of any payment, covenant, agreement, proviso or condition contained in this LEASE shall not operate as a waiver of or so as to defeat or affect in any way any rights in respect of any subsequent and/or continuing default, breach or non-performance. Time shall be of and continue to be of the essence of this LEASE and of all covenants, agreements, provisos or conditions contained herein.

13.03 Notwithstanding the provisions of the Civil Code of the Province of Quebec, the LANDLORD shall be entitled to terminate this LEASE for non-payment of rent or any other amounts payable by the TENANT but only in accordance with the provisions of this LEASE, and the LANDLORD'S rights in this regard shall not be restricted to the case where the TENANT has allowed three (3) years to pass without paying the rent or any other amounts payable by the TENANT hereunder. If the TENANT shall be in default hereunder in the payment of rent or any other amounts payable by it to the LANDLORD hereunder, before the LANDLORD takes action, the LANDLORD shall give notice of such default to the TENANT and to any mortgagee or hypothecary creditor

(including trustee for bondholders) of the interest of the TENANT in the TENANT'S LAND and the TENANT'S BUILDING and the TENANT'S PARKING LAND IMPROVEMENTS at the address of such creditor furnished by the TENANT and the TENANT or such mortgagee or hypothecary creditor (including trustee for bondholders) shall have fifteen (15) days after receipt of such notice by each within which to remedy such default. If the TENANT shall be in default of any of its covenants and obligations hereunder, other than its covenant to pay rent or other amounts payable to the LANDLORD hereunder, before the LANDLORD takes action, the LANDLORD shall give notice to the TENANT and to any mortgagee or hypothecary creditor (including trustee for bondholders) of the interest of the TENANT in the TENANT'S LAND and the TENANT'S BUILDING and the TENANT'S PARKING LAND IMPROVEMENTS at the address of such creditor furnished by the TENANT forthwith upon such default coming to the attention of the LANDLORD and in such notice the LANDLORD shall with reasonable particularity state the nature of the default and require the same to be remedied and the TENANT or such mortgagee or hypothecary creditor (including trustee for bondholders) shall have from the receipt of such notice sixty (60) days (or such longer period as may reasonably be necessary having regard to the nature of such default) within which

to remedy such default. Only if, after the expiration of the times above limited, the TENANT remains in default, may the LANDLORD thereupon, at its option, either by itself or by its lawfully authorized agent enter and re-enter into and upon the TENANT'S LAND, the TENANT'S BUILDING, the TENANT'S PARKING LAND IMPROVEMENTS and the TENANT'S OUTDOOR SELLING AREA and at its option terminate this LEASE.

13.04 In the event that a writ of execution before or after judgment is issued against the TENANT'S LAND, the TENANT'S BUILDING or the TENANT'S PARKING LAND IMPROVEMENTS or the goods, fixtures or equipment of the TENANT and, if not stayed, remains unsatisfied for a period of ninety (90) days, or in case the TENANT becomes bankrupt or insolvent or makes an assignment for the benefit of its creditors, or having become bankrupt or insolvent takes the benefit of any act that may be in force for bankrupt or insolvent debtors or makes a proposal for the benefit of its creditors, the full amount of the current month's rent and the next six (6) months' rent shall immediately become due and payable and the LANDLORD may immediately claim the same together with any arrears then unpaid and any other amounts owing to the LANDLORD by the TENANT pursuant to this LEASE under reserve of and without

prejudice to all rights, remedies and recourses of the LANDLORD and, at the option of the LANDLORD, this LEASE may be terminated and the LANDLORD may without notice or any form of legal process forthwith re-enter upon and take possession of the TENANT'S LAND, the TENANT'S BUILDING, the TENANT'S PARKING LAND IMPROVEMENTS and the TENANT'S OUTDOOR SELLING AREA and remove the TENANT'S effects therefrom, any law or statute to the contrary notwithstanding.

13.05 The reversionary interest of the LANDLORD as an emphyteutic lessor in and to the TENANT'S LAND, the TENANT'S BUILDING and the TENANT'S PARKING LAND IMPROVEMENTS and the rights of the LANDLORD as an emphyteutic lessor under this LEASE may be hypothecated, mortgaged, pledged, charged, ceded or transferred or assigned to a purchaser or to any hypothecary creditor or trustee for bondholders.

13.06 The TENANT agrees that it will at any time and from time to time (but not oftener than once in any calendar month) upon not less than ten (10) days' prior notice, execute and deliver to the LANDLORD, or as the LANDLORD may direct to its mortgagee, hypothecary creditor or trustee for bondholders a statement in writing certifying that this LEASE and any other written agreements in

existence at OPENING DATE between the LANDLORD and the TENANT concerning the SHOPPING CENTRE are unmodified and in full force and effect (or if modified, stating the modification and stating that the same are in full force and effect as modified) that the TENANT has taken possession of the TENANT'S LAND, that the TENANT has paid to the LANDLORD the deposit referred to in Section 5.04 hereof and the amount thereof, the amount of the annual rent and any other amounts then being paid hereunder, the dates to which by instalment or otherwise such rent and amounts and other charges payable hereunder have been paid and whether or not there is any existing default on the part of the LANDLORD of which the TENANT has knowledge. The LANDLORD agrees that it will at any time and from time to time (but not oftener than once in any calendar month) upon not less than ten (10) days' prior notice execute and deliver to the TENANT, or as the TENANT may direct to its mortgagee, hypothecary creditor or trustee for bondholders a similar statement stating in addition whether or not there is any existing default on the part of the TENANT of which the LANDLORD has knowledge, whether or not it has approved any plans and specifications for any structural repair, replacement or rebuilding and if the same have been completed in a manner satisfactory to it, the particulars and amounts of

insurance policies on the TENANT'S BUILDING in which its interest is noted, the amount of the annual rent and other amounts then being paid hereunder, the dates to which by instalments or otherwise such amounts and other charges payable hereunder by the TENANT have been paid and the amounts of any arrears of rent and any other amounts, if any.

13.07 The LANDLORD may at any time within one (1) year before the end of the TERM, enter into and unto the TENANT'S LAND, the TENANT'S BUILDING and the TENANT'S OUTDOOR SELLING AREA and bring others at all reasonable hours for the purpose of offering the same for rent, provided, however, that no such entry by the LANDLORD shall unreasonably interfere with the business of the TENANT.

13.08 In the event that the TENANT remains in possession of the TENANT'S LAND, the TENANT'S BUILDING, the TENANT'S PARKING LAND IMPROVEMENTS and the TENANT'S OUTDOOR SELLING AREA after the end of the TERM and without the execution and delivery of a new lease, the TENANT shall be deemed to be occupying all of the same as a tenant from month to month, at a monthly rent payable in advance on the first (lst) day of each month, equal to the monthly rent payable during the last month of the TERM and

upon the same terms, conditions and provisions as are set forth in this LEASE insofar as the same are applicable to a month-to-month non-emphyteutic tenancy. It is understood that the presence of the TENANT upon or in any one or more of the TENANT'S LAND, the TENANT'S BUILDING, the TENANT'S PARKING LAND IMPROVEMENTS and the TENANT'S OUTDOOR SELLING AREA after the end of the TERM to effect removal of its equipment, fixtures, improvements and/or facilities, as contemplated by Section 7.07 of this LEASE shall not constitute the TENANT'S remaining in possession as contemplated by this Section 13.08 or as contemplated by Section 13.10 hereof.

13.09 Any notice, demand, request or consent required and contemplated by any provision of this LEASE to be given or made shall be given or made in writing and delivered or mailed by prepaid registered mail in the case of the LANDLORD to Au Carrefour des Villes Ltée, 1200 Sheppard Avenue East, Willowdale, Ontario, M5W 1W2 and in the case of the TENANT delivered or mailed by prepaid registered mail to Simpsons, Limited, 401 Bay Street, Toronto, Ontario M5H 3K2: Attention: Secretary. Any such notice, demand or consent shall be mailed in Montreal or Toronto, and be conclusively deemed to have been given or made on the day on which such notice, demand, request or

consent is delivered or, if mailed, then on the third (3rd) business day next following the date of mailing (except in case of interruption of normal postal service in which case there shall be no such deemed day of giving or making of the notice, demand or consent), as the case may be. Either party may at any time give notice in writing to the other of any change of address of the party giving such notice and from and after the giving of such notice the address therein specified shall be deemed to be the address of such party for the giving of notices hereunder. All payments required to be made by this LEASE shall be delivered, or mailed by prepaid first class mail, to the party for whom they are intended at the addresses provided in this Section 13.09.

13.10 Upon the termination of this LEASE by effluxion of time (including any early termination opted for by the TENANT) but not otherwise, the LANDLORD shall pay to the TENANT the value of any unexpired prepaid insurance premiums upon the TENANT'S BUILDING and the parties shall adjust, apportion and allow between themselves all items of taxes, water rates and other matters of a similar nature to the intent and purpose that the TENANT shall bear the burden of those matters it has agreed hereunder to be responsible for until it shall deliver up possession of the TENANT'S LAND, the

TENANT'S BUILDING, the TENANT'S PARKING LAND IMPROVEMENTS and the TENANT'S OUTDOOR SELLING AREA on the termination of the LEASE or at the expiry of any holding over but not afterwards.

13.11 Whenever in this LEASE it is provided that anything be done or performed, such provisions are subject to UNAVOIDABLE DELAYS and neither the LANDLORD nor the TENANT shall be deemed to be in default in the performance of any obligation hereunder during the period of any UNAVOIDABLE DELAY relating thereto and any period for the performance of such obligation shall be extended accordingly. The LANDLORD and the TENANT shall immediately notify the other as to the commencement, duration and consequence (so far as the same is within the knowledge of the party in question) of any UNAVOIDABLE DELAY.

13.12 Notwithstanding anything contained in the Civil Code of the Province of Quebec, the TENANT shall not have the right to terminate this LEASE in the event that the LANDLORD shall be in default hereunder.

13.13 This LEASE shall be construed under and governed by the laws of the Province of Quebec. Should any provision or provisions of this LEASE be

illegal or not enforceable, from and after the time when it or they are or become illegal or not enforceable, it or they shall be considered separate and severable from the remaining provisions of this LEASE which shall remain in force and be binding upon the parties hereto as though the said illegal or unenforceable provision or provisions had, from and after such time, never been included, it being understood that any such illegal or unenforceable provision or provisions that there may be at the date of execution of this LEASE shall be deemed to be null and void ab initio. The parties agree not to attempt to enforce any provision or provisions of this LEASE if to do so would constitute a breach of any statute, law, regulation or order or could create a well-founded action thereunder. Article XV shall not apply to any dispute arising under this Section 13.13 and either party may submit any question involving the illegality, unenforceability, voidability or void character of any provision or provisions of this LEASE, its or their attempted enforcement to any court of competent jurisdiction at any time. In the event of conflict between this Section and any provision or provisions of this LEASE, this Section shall prevail.

13.14 This LEASE shall enure to the benefit of and be binding upon the LANDLORD and the TENANT and their respective successors and assigns.

13.15 The LANDLORD and the TENANT agree that in performing any of the obligations of the other pursuant to this LEASE, they will do so in a reasonable manner and so as to interfere as little as possible with the activities and operations of the other.

13.16 In the event that either the TENANT or the LANDLORD shall fail to pay to the other any amount which shall be due hereunder such amount shall bear interest at a rate four percent (4%) in excess of the PRIME RATE until paid, without derogation from any other rights of the parties under this LEASE.

13.17 The LANDLORD hereby covenants with the TENANT that the TENANT paying the rent hereby reserved and performing the covenants hereinbefore on its part contained, shall and may peaceably possess and enjoy the premises hereby leased without any interruption or disturbance from the LANDLORD or any other person or persons lawfully claiming by, from, through or under the LANDLORD.

13.18 Notwithstanding the provisions of the Civil Code of the Province of Quebec, the TENANT shall not have the right of abandonment (déguerpissement) and the TENANT hereby waives the

benefit of the provisions of Article 573 of the Civil Code.

13.19 The LANDLORD and the TENANT hereby authorize and direct the registrar for the registration division of Chambly to register this LEASE only against subdivisions THREE and FOUR of lot FIVE HUNDRED AND NINE (lot 509-3 and 4) on the official plan and book of reference of the Parish of St-Bruno.

13.20 The expressions "this LEASE", "hereof", "herein", "hereunder" and similar expressions refer to this LEASE as a whole and not only to a particular Article, Section or portion of this LEASE.

13.21 The table of contents and index annexed hereto are provided for convenience of reference only and do not form part hereof.

13.22 In the event that the laws of the Town of St-Bruno-de-Montarville immediately following an expansion of the TENANT'S BUILDING do not prevent a parking ratio of five and one-half (5 1/2) CAR SPACES for each one thousand (1,000) square feet of FLOOR AREA then in the SHOPPING CENTRE, as FLOOR AREA shall be calculated and determined at such

time, references to GROSS LEASABLE AREA in Sections 11.04 and 11.05 shall be changed to FLOOR AREA.

13.23 The parties acknowledge their express wish that this agreement and all ancillary documents and notices be drawn up in the English language, except for any ancillary documents or notices in respect of which the exclusive use of French is required by law. Les parties par les présentes confirment leur volonté expresse que la présente convention et tous les documents et avis ancillaires soient rédigés en langue anglaise, exception faite des documents ou avis ancillaires, s'il y en a, pour lesquels la loi exige l'usage exclusif du français.

ARTICLE XIV

EXPROPRIATION

14.01 It is agreed that, where any expropriation of the TENANT'S LAND, the TENANT'S BUILDING and/or the TENANT'S PARKING LAND IMPROVEMENTS or any part thereof takes place, each party has the right to receive compensation for whatever is due to such party as a result of such expropriation at the time of the expropriation and that at such time there shall be then existing interests and reversionary interests each of which should be compensated by reference to the value at the time of expropriation of the respective interests.

14.02 Consistent with the principles stated in Section 14.01 of this LEASE, the LANDLORD and the TENANT agree that, upon any expropriation as aforesaid, each will present its own point of view to the expropriation tribunal or authority having jurisdiction at the time of the expropriation and thereby seek separately for itself an award to the aggregate of the following:

(i) an amount or amounts to compensate the party for the value of its interest in the property expropriated; and

(ii) an amount or amounts compensating the party for damages to it resulting from the expropriation and any other amount or amounts properly payable to it other than those referred to under subsection (i) of this Section 14.02.

Notwithstanding the fact that each party will thereby seek to maximize the award to be made to it alone, upon any expropriation as aforesaid, the LANDLORD and the TENANT shall cooperate with each other so as to maximize expropriation monies and other consideration to be paid by an expropriating party in respect of all amounts claimed. Should either party dispute the whole or part of the award it may avail itself of all rights of appeal afforded by law notwithstanding the provisions of Article XV of this LEASE.

14.03 Where, upon expropriation as aforesaid, the award or any portion of the award is not made to the LANDLORD and to the TENANT separately or if by reason of this LEASE being an emphyteutic lease the award is made entirely to the TENANT or, if for any reason, the award is made entirely to the LANDLORD, the LANDLORD and the TENANT shall allocate and/or

divide as between themselves the award or such portion of the award as the case may be by agreement and, failing agreement, by arbitration in accordance with Article XV of this LEASE.

Forthwith upon agreement as to the allocation and/or division, or upon final settlement of the allocation and/or division, the parties and any creditor of the TENANT in whose favour the TENANT'S LAND, the TENANT'S BUILDING and the TENANT'S PARKING LAND IMPROVEMENTS are hypothecated shall forthwith cause the award or such portion of the award as the case may be to be paid to the LANDLORD and the TENANT in accordance with the allocation and/or division.

14.04 If during the TERM any expropriation takes place that covers a part only of the TENANT'S LAND, the TENANT'S BUILDING and/or the TENANT'S PARKING LAND IMPROVEMENTS with the result that the remainder no longer can be used for the purposes for which it could normally be used, the TENANT, at the LANDLORD'S reasonable request or with the LANDLORD'S approval, which approval shall not be unreasonably withheld, and in cooperation with the LANDLORD, shall ask the tribunal or authority having jurisdiction to order the expropriation of the remainder.

14.05 Any trust deed, deed of loan or other instrument evidencing indebtedness secured by hypothec on the TENANT'S LAND, the TENANT'S BUILDING and the TENANT'S PARKING LAND IMPROVEMENTS shall be made to contain a clause or clauses authorizing that any expropriation monies and other consideration relating to the value of the TENANT'S LAND, the TENANT'S BUILDING and the TENANT'S PARKING LAND IMPROVEMENTS be dealt with, used and paid as provided in this Article XIV.

14.06 Each of the LANDLORD and the TENANT shall use its best efforts to keep the other informed of all discussions and proposed negotiations with any expropriating party and each shall be entitled to participate in any such discussions or negotiations.

14.07 Where any expropriation of the TENANT'S LAND, the TENANT'S BUILDING and the TENANT'S PARKING LAND IMPROVEMENTS takes place, other than a total expropriation pursuant to the operation of Section 14.04 hereof or otherwise, the TENANT shall, at its expense, replace any CAR SPACES lost as a result of such expropriation upon receipt from the LANDLORD of an amount, if any, equal to the portion of the award

which would be attributable to the expropriation of the LANDLORD'S interest in the TENANT'S PARKING LAND IMPROVEMENTS, whether made as a separate award or allocated by agreement or by arbitration in accordance with the provisions of Section 14.03 hereof. Such replacement of CAR SPACES shall be made on the remaining TENANT'S PARKING LAND to the extent reasonably practicable. To the extent that such replacement thereon is not reasonably practicable, such replacement shall be made on the SHOPPING CENTRE LANDS (excluding the TENANT'S LAND) or, if agreement can be reached between the LANDLORD and the TENANT on the matters referred to in Section 11.05 (i) and (ii) (a) hereof, on the SPECIAL LANDS.

Whether the replacement of CAR SPACES is made on the TENANT'S PARKING LAND, the SHOPPING CENTRE LANDS (excluding the TENANT'S LAND) or the SPECIAL LANDS, or any one or more thereof, the plans and specifications relating to and the location, size and arrangement of the replacement CAR SPACES shall be subject to the approval of the LANDLORD, which approval shall not be unreasonably withheld or delayed.

ARTICLE XV

ARBITRATION

15.01 In the event that any dispute shall arise between the parties hereto arising out of or in any way connected with this LEASE or the interpretation thereof or the fulfilment of the obligations of the parties hereunder, the parties agree that the dispute shall be referred by the written submission of the parties to final and binding arbitration by three arbitrators, one of whom shall be chosen by the LANDLORD, one by the TENANT and the third by the two so chosen, in accordance with Articles 940 to 951 of the Code of Civil Procedure of Quebec.

15.02 The party desiring such arbitration may at any time deliver to the other party a draft submission to arbitration signed by itself, stating the objects in dispute and naming an arbitrator. The party to whom such draft is delivered shall have a period of fourteen (14) days from receipt thereof to name an arbitrator and either to execute the same or to propose such changes as it may wish in the terms thereof. If, at the end of such fourteen (14) day period, the parties have not agreed and jointly executed a submission to arbitration, either party may apply by motion to a judge of the Superior Court of Montreal to state the objects in dispute and the

judgment of such judge shall avail for all purposes as a submission to arbitration. If within said fourteen (14) day period the party who has been notified of a dispute fails to appoint an arbitrator, either party may apply as hereinabove provided for the appointment of an arbitrator to represent the party in default. If within a reasonable time the two arbitrators appointed by the parties do not agree upon a third arbitrator, application may be made by either party for the appointment of a third arbitrator.

15.03 In the case of death, refusal, withdrawal or inability to act of one of the arbitrators, a replacement shall be named by the party or parties naming the incapacitated arbitrator within seven (7) days and if such replacement is not so named such appointment shall be made by a judge of the Superior Court of the District of Montreal.

15.04 The proceedings of the arbitrators shall in all respects be governed by Articles 940 to 951 of the Code of Civil Procedure or any successor legislation. The cost of any arbitration shall be borne by the parties hereto except as the arbitrators may otherwise determine. Unless the parties to any arbitration otherwise agree in writing prior to the appointment of the arbitrators,

no appeal shall lie from the decision of the arbitrators or the majority of them.

15.05 The provisions of this Article XV are subject to the provisions of Section 10.06 hereof.

ARTICLE XVI

PARTICULARS REQUIRED UNDER SECTION 9 OF THE ACT TO AUTHORIZE MUNICIPALITIES TO COLLECT DUTIES ON TRANSFERS OF IMMOVEABLES

16.01 For the purposes of The Act To Authorize Municipalities To Collect Duties On Transfers of Immoveables (S.Q. 1976 c. 30) (the "Act") the parties hereby declare as follows:

(a) The names of the transferor and transferee as such terms are defined in the Act are, respectively, Au Carrefour des Villes Ltée and Simpsons, Limited.

(b) The address of the principal residence of Au Carrefour des Villes Ltée is 3003 Le Carrefour, Chomedey, Laval, Quebec.

(c) The address of the principal residence of Simpsons, Limited is 401 Bay Street, Toronto, Ontario.

(d) The immoveable property hereby "transferred" within the meaning of the Act is situated in the municipality of St-Bruno-de-Montarville.

(e) The value of the consideration is two hundred and ninety-seven thousand two hundred and seventy-three dollars ($297,273.00), being the market value of the immoveable property at the time of the transfer.

(f) The amount of the transfer duties is sixteen hundred and thirty-four dollars ($1,634.00).

IN WITNESS WHEREOF this LEASE has been executed on the 7th day of September, 1978 but notwithstanding this date this LEASE shall have effect as of the date first hereinabove mentioned.

WITNESSES:

AU CARREFOUR DES VILLES LTEE

Per: _____

Per: _____ C/S

SIMPSONS, LIMITED

Per: _____

Per: _____ C/S

I N D E X

C A N A D A
PROVINCE OF QUEBEC

AFFIDAVIT

I, the undersigned, Ray E. Lawson, of the Town of Dunham in the Province of Quebec and therein residing at Dymond Road having been duly sworn, do depose and say:

1. That I was one of the witnesses to the signature of Au Carrefour Des Villes Ltée, acting by S.H. Witkin, its representative, and R.N. Bosada, its representative, and to the signature of Simpsons, Limited, acting by Richard Davidson, its Vice-President, and E. Wilks, its Vice-President, to the emphyteutic lease between the said Companies made as of the 20th day of June, 1977.

2. That the said S.H. Witkin and R.N. Bosada, signatories for Au Carrefour Des Villes Ltée, and Richard Davidson and E. Wilks, signatories for Simpsons, Limited, are personally known to me and I was present and saw them sign and execute the said emphyteutic lease which they signed in my presence and in the presence of William Franklin, the other subscribing witness.

3. That the said emphyteutic lease was thus signed at the City of Toronto, Province of Ontario.

4. That I and William Franklin, the other subscribing witness hereto and the said S.H. Witkin, R.N. Bosada, Richard Davidson and E. Wilks are of the full age of majority.

AND I HAVE SIGNED

Ray Lawson

SWORN TO before me at the City of Montreal, Province of Quebec, on the 8th day of September, 1978.

M. V. Doherty
Commissioner of Oaths for the District of Montreal

APPENDIX “F”

NOMINEE AGREEMENT
3045 LE CARREFOUR BOULEVARD, LAVAL, QUEBEC

THIS NOMINEE AGREEMENT made as of the 9th day of July, 2015.

B E T W E E N:

RIOCAN-HBC LIMITED PARTNERSHIP

(hereinafter called the "**Partnership**")

OF THE FIRST PART;

- and -

2472598 ONTARIO INC.

(hereinafter called the "**Nominee**")

OF THE SECOND PART.

WHEREAS the Nominee is the registered emphyteutic lessee of the property described in Schedule "A" attached hereto (the "**Property**") pursuant to the emphyteutic lease described in Schedule "B" hereto and is party to the other agreements described in Schedule "B" hereto (collectively, the "**Agreements**");

AND WHEREAS the Nominee will from and after the date hereof act as mandatory, prête-nom and nominee for and on behalf of the Partnership, as registered owner of the Property and the Agreements (collectively, the "**Assets**").

NOW THEREFORE in consideration of the mutual covenants and conditions herein contained the parties hereto do hereby agree as follows:

1. The Nominee hereby confirms that the recitals hereto are true and correct.

2. The Nominee hereby acknowledges and agrees that it will hold registered title to the Assets solely as mandatory, prête-nom and nominee for the Partnership, and not for itself, without any right, ownership or interest in and to the Assets or in and to any proceeds of any hypothec, rents, income, issues, advantages or benefits therefrom, whether or not it may have executed or may hereafter execute under direction of the Partnership any contracts, notes, hypothecs, leases or other agreements for the ownership and use of the Assets by the occupants or users. All attributes of the beneficial ownership of the Assets shall be and remain in the Partnership. The Nominee covenants to deal with the Assets only as specifically directed by the Partnership in writing and that it will do no act relating to the Assets without the express authorization and direction in writing of the Partnership.

3. The Partnership hereby appoints, empowers and directs the Nominee from and after the date hereof:

(a) to hold registered title to the Assets and all right, title, estate and interest therein and benefit to be derived therefrom;

(b) solely at the direction of the Partnership, to enter into, execute and deliver all such instruments relating to the Assets as may be requested from time to time by the Partnership, including, without limitation, all documents, assignments, deeds, transfers, hypothecs, charges, leases, subleases, assignments and surrenders of leases, easements, licences, management contracts, personal property security agreements and other agreements (collectively the "**Instruments**"); and

(c) solely at the direction of the Partnership, to enter into certain arrangements and perform certain obligations as are required by the Partnership in accordance with the written instructions and directions of the Partnership,

in each case as nominee for and on behalf of the Partnership.

4. The Partnership acknowledges that registered title to the Assets shall, for the purpose of convenience in dealing with the Assets for and on behalf of the Partnership, remain in the name of the Nominee.

5. The Nominee shall remain the registered owner and hold the Assets for the Partnership, provided that when so requested by the Partnership in writing, the Nominee will convey registered title of the Assets or any part or parts thereof to the Partnership or its successors or assigns by proper transfers of land and other transfers, and will have all other formalities complied with in order to vest title to the Assets in the Partnership or each of its successors and assigns, all without expense to the Nominee in connection with such transfers of land.

6. The Nominee acknowledges, declares, covenants and agrees to and with the Partnership that all rents, profits, emoluments and other receipts and revenues of any nature or kind arising from the Assets or the use thereof shall belong legally and beneficially to the Partnership, so long as the Partnership retains its interest in the Assets and that the Nominee has no legal or beneficial interest in such rents, profits, emoluments or other receipts and revenues. The Nominee shall promptly remit to the Partnership, all rents, revenues and other receipts from the Assets, and all funds which are received by the Nominee (whether as registered title holder of the Assets or as a nominal party to any instrument entered into in connection with the Assets). The obligation of the Nominee pursuant to the immediately preceding sentence is subject to the rights of any secured creditor, hypothecary creditor or other person who the Nominee reasonably believes has a claim to all or any part of such funds. The Nominee shall incur no liability to the Partnership for making any such remittance as the Nominee is directed to make pursuant to (a) any notice received from any such creditor, hypothecary creditor or other person, or (b) pursuant to any standing or special instructions received from the Partnership. The Nominee shall, at the expense and request of the Partnership account to the Partnership for all funds received by the Nominee in connection with the Assets.

7. The Nominee shall promptly deliver to the Partnership all Instruments with respect to the Assets, together with all recording information relative thereto, to the extent that it may come into possession of any thereof.

8. The Nominee shall promptly transmit to the Partnership copies of all directions, notices, claims, demands or other communications which the Nominee receives and which relate in any way to the Assets. The Nominee shall promptly notify the Partnership upon becoming aware of any default by any party to, or beneficiary of, any Instrument relating to the Assets. The Nominee, upon the request of the Partnership, shall be a nominal party to any action in response to, or as a consequence, of any such matter. Any such action, proceeding, negotiation or other response shall be conducted by the Partnership, with counsel selected by it, and the Nominee shall not, nor shall it be obligated to, take any such action itself, its only obligation being that of a nominal party thereto subject to the indemnity hereinafter provided.

9. All costs and expenses incurred by the Nominee in connection with the performance of its duties and obligations hereunder, or in connection with the holding by the Nominee of the registered title to the Assets, shall be borne by the Partnership.

10. No party dealing with the Nominee in relation to the Assets in any manner whatsoever and (without limiting the generality of the foregoing) no party to whom the Assets or any part thereof or interest therein shall be conveyed, contracted to be sold, leased or hypothecated by the Nominee shall be obligated to investigate whether:

(a) at the time of such dealings this Agreement was in full force and effect and was unamended;

(b) any document, instrument or other writing executed by the Nominee was executed in accordance with the terms and conditions of this Agreement;

(c) the Nominee was duly authorized and empowered to execute and deliver every such document, instrument and other writing; and

(d) if a conveyance has been made to a successor or successors in trust, that such successor or successors have been properly appointed and are fully vested with all the title, estate, rights, powers, duties and obligations of its, his or their predecessor.

11. There shall be no fee payable to the Nominee by the Partnership.

12. The Nominee covenants and agrees to do all such things and execute all documents which may hereafter be required to give effect to the purpose and intent of this Agreement.

13. This Agreement shall not be recorded or registered against the title to the Property or elsewhere except with the consent of the Partnership.

14. Any notice, direction or other Instrument required or permitted to be given hereunder shall, except as otherwise permitted hereunder, be in writing and given by delivering it or sending it by facsimile or other similar form of communication addressed as follows:

(a) to the Partnership at:

c/o Hudson's Bay Company
698 Lawrence Avenue West
Toronto, Ontario M6A 3A5

Attention: David Pickwoad,
Senior Vice President
Email: david.pickwoad@hbc.com

and with a copy to:

c/o RioCan Real Estate Investment Trust
2300 Yonge Street, Suite 500
P.O. Box 2386
Toronto, Ontario M4P 1E4

Attention: Jonathan Gitlin
Facsimile: 416.866.3020
Email: jgitlin@riocan.com

(b) to the Nominee at:

698 Lawrence Avenue West
Toronto, Ontario M6A 3A5

Attention: David Pickwoad,
Senior Vice President
Email: david.pickwoad@hbc.com

Any such notice, direction or other Instrument given as aforesaid shall be deemed to have been effectively given if sent by facsimile or other similar form of telecommunications on the next business day following such transmission or, if delivered, to have been received on the date of such delivery. Any party may change its address for service from time to time by notice given in accordance with the foregoing and any subsequent notice shall be sent to the applicable party at its changed address.

15. This Agreement is to be construed in accordance with the laws of the Province of Quebec and the laws of Canada applicable therein.

16. In consideration of the Nominee accepting the responsibilities and obligations set out herein, the Partnership hereby releases the Nominee from any and all liability that the Nominee may incur in respect of any action taken by the Nominee either pursuant to the instructions of the Partnership or pursuant to the terms of this Agreement. The Partnership covenants and agrees to indemnify and save harmless the Nominee from any and all manner of actions, causes of action, suits, debts, obligations, accounts, bonds, covenants, contracts, claims and demands whatsoever which may arise against the Nominee by virtue of its holding the Assets or by virtue of it

performing its obligations hereunder or by virtue of anything arising out of any dealings with the Assets.

17. This Agreement may be amended, revoked or terminated only by written agreement executed by all parties hereto.

18. It is understood and agreed between the parties hereto that the relationship between the Partnership and the Nominee shall be that of principal and nominee only, that there is no intention to create a relationship of partnership between the Partnership and the Nominee, and that this Agreement should not be construed to create any association or joint venture between the Partnership and the Nominee.

19. Any section, subsection or other subdivision of this Agreement or any other provision of this Agreement which is, or becomes, illegal, invalid or unenforceable shall be severed from this Agreement and be ineffective to the extent of such illegality, invalidity or unenforceability and shall not affect or impair the remaining provisions hereof.

20. Except as herein otherwise provided to the contrary, this Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

The parties have required that this Agreement be drafted in the English language. Les parties aux présentes ont exigé que cette convention soit rédigé en langue anglaise.

[Remainder of page intentionally left blank.]

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

RIOCAN-HBC LIMITED PARTNERSHIP, by its general partner, RIOCAN-HBC GENERAL PARTNER INC.

Per: _____
Name: David Pickwood
Title: Senior Vice President

Per: _____
Name:
Title:

2472598 ONTARIO INC.

Per: _____
Name: David Pickwood
Title: Senior Vice President

Per: _____
Name:
Title:

SCHEDULE "A"

3045 Le Carrefour Boulevard, Laval, Quebec

That certain emplacement fronting on Le Carrefour Boulevard, in the City of Laval, Province of Quebec, and composed of lot numbers TWO MILLION FIFTY-SEVEN THOUSAND FIVE HUNDRED AND EIGHTY (2 057 580) and TWO MILLION FIFTY-SEVEN THOUSAND FIVE HUNDRED AND EIGHTY-TWO (2 057 582), both of the Cadastre du Quebec, Registration Division of Laval.

With all the buildings thereon erected and, more particularly, the building bearing civic number 3045 Le Carrefour Boulevard, City of Laval, Province of Quebec.

SCHEDULE "B"

(i) **Emphyteutic Lease**

Emphyteutic lease by Le Carrefour Laval Ltée to Simpsons, Limited executed under private signature as of April 9, 1973, registered at the Land Registry Office for the Registration Division of Laval (the "**Registry Office**") under number 370168, as amended by (i) a side letter dated November 21, 1975 and a memorandum of agreement executed under private signature as of May 1, 1990, registered at the Registry Office under number 742021, and (ii) a letter agreement dated November 3, 1999 and accepted on November 5, 1999 and a second amendment to the emphyteutic lease executed under private signature as of November 24, 2000, registered under number 1049985, for a term of ninety-nine (99) years commencing on April 9, 1973 and terminating on April 8, 2072, as subsequently transferred and assigned from time to time.

(ii) **Operating Agreement**

Operating agreement executed between Le Carrefour Laval Ltée and Simpsons, Limited as of March 28, 1974 with respect to the Property, as subsequently transferred and assigned from time to time.

(iii) **Servitudes**

The servitudes in favour of and against parts of the Property established by Le Carrefour Laval Ltée and Simpsons, Limited in an agreement executed under private signature as of March 28, 1974, registered at the Registry Office under 370169, as modified by a deed of partial cancellation of sevitudes and other rights registered at the Registry Office under number 519970.

APPENDIX “G”

NOMINEE AGREEMENT
800 DES PROMENADES BOULEVARD
SAINT-BRUNO-DE-MONTARVILLE, QUEBEC

THIS NOMINEE AGREEMENT made as of the 9th day of July, 2015.

B E T W E E N:

RIOCAN-HBC LIMITED PARTNERSHIP

(hereinafter called the "**Partnership**")

OF THE FIRST PART;

- and -

2472596 ONTARIO INC.
(hereinafter called the "**Nominee**")

OF THE SECOND PART.

WHEREAS the Nominee is the registered emphyteutic lessee of the property described in Schedule "A" attached hereto (the "**Property**") pursuant to the emphyteutic lease described in Schedule "B" hereto and is party to the other agreements described in Schedule "B" hereto (collectively, the "**Agreements**");

AND WHEREAS the Nominee will from and after the date hereof act as mandatory, prête-nom and nominee for and on behalf of the Partnership, as registered owner of the Property and the Agreements (collectively, the "**Assets**").

NOW THEREFORE in consideration of the mutual covenants and conditions herein contained the parties hereto do hereby agree as follows:

1. The Nominee hereby confirms that the recitals hereto are true and correct.

2. The Nominee hereby acknowledges and agrees that it will hold registered title to the Assets solely as mandatory, prête-nom and nominee for the Partnership, and not for itself, without any right, ownership or interest in and to the Assets or in and to any proceeds of any hypothec, rents, income, issues, advantages or benefits therefrom, whether or not it may have executed or may hereafter execute under direction of the Partnership any contracts, notes, hypothecs, leases or other agreements for the ownership and use of the Assets by the occupants or users. All attributes of the beneficial ownership of the Assets shall be and remain in the Partnership. The Nominee covenants to deal with the Assets only as specifically directed by the Partnership in writing and that it will do no act relating to the Assets without the express authorization and direction in writing of the Partnership.

3. The Partnership hereby appoints, empowers and directs the Nominee from and after the date hereof:

(a) to hold registered title to the Assets and all right, title, estate and interest therein and benefit to be derived therefrom;

(b) solely at the direction of the Partnership, to enter into, execute and deliver all such instruments relating to the Assets as may be requested from time to time by the Partnership, including, without limitation, all documents, assignments, deeds, transfers, hypothecs, charges, leases, subleases, assignments and surrenders of leases, easements, licences, management contracts, personal property security agreements and other agreements (collectively the "**Instruments**"); and

(c) solely at the direction of the Partnership, to enter into certain arrangements and perform certain obligations as are required by the Partnership in accordance with the written instructions and directions of the Partnership,

in each case as nominee for and on behalf of the Partnership.

4. The Partnership acknowledges that registered title to the Assets shall, for the purpose of convenience in dealing with the Assets for and on behalf of the Partnership, remain in the name of the Nominee.

5. The Nominee shall remain the registered owner and hold the Assets for the Partnership, provided that when so requested by the Partnership in writing, the Nominee will convey registered title of the Assets or any part or parts thereof to the Partnership or its successors or assigns by proper transfers of land and other transfers, and will have all other formalities complied with in order to vest title to the Assets in the Partnership or each of its successors and assigns, all without expense to the Nominee in connection with such transfers of land.

6. The Nominee acknowledges, declares, covenants and agrees to and with the Partnership that all rents, profits, emoluments and other receipts and revenues of any nature or kind arising from the Assets or the use thereof shall belong legally and beneficially to the Partnership, so long as the Partnership retains its interest in the Assets and that the Nominee has no legal or beneficial interest in such rents, profits, emoluments or other receipts and revenues. The Nominee shall promptly remit to the Partnership, all rents, revenues and other receipts from the Assets, and all funds which are received by the Nominee (whether as registered title holder of the Assets or as a nominal party to any instrument entered into in connection with the Assets). The obligation of the Nominee pursuant to the immediately preceding sentence is subject to the rights of any secured creditor, hypothecary creditor or other person who the Nominee reasonably believes has a claim to all or any part of such funds. The Nominee shall incur no liability to the Partnership for making any such remittance as the Nominee is directed to make pursuant to (a) any notice received from any such creditor, hypothecary creditor or other person, or (b) pursuant to any standing or special instructions received from the Partnership. The Nominee shall, at the expense and request of the Partnership account to the Partnership for all funds received by the Nominee in connection with the Assets.

7. The Nominee shall promptly deliver to the Partnership all Instruments with respect to the Assets, together with all recording information relative thereto, to the extent that it may come into possession of any thereof.

8. The Nominee shall promptly transmit to the Partnership copies of all directions, notices, claims, demands or other communications which the Nominee receives and which relate in any way to the Assets. The Nominee shall promptly notify the Partnership upon becoming aware of any default by any party to, or beneficiary of, any Instrument relating to the Assets. The Nominee, upon the request of the Partnership, shall be a nominal party to any action in response to, or as a consequence, of any such matter. Any such action, proceeding, negotiation or other response shall be conducted by the Partnership, with counsel selected by it, and the Nominee shall not, nor shall it be obligated to, take any such action itself, its only obligation being that of a nominal party thereto subject to the indemnity hereinafter provided.

9. All costs and expenses incurred by the Nominee in connection with the performance of its duties and obligations hereunder, or in connection with the holding by the Nominee of the registered title to the Assets, shall be borne by the Partnership.

10. No party dealing with the Nominee in relation to the Assets in any manner whatsoever and (without limiting the generality of the foregoing) no party to whom the Assets or any part thereof or interest therein shall be conveyed, contracted to be sold, leased or hypothecated by the Nominee shall be obligated to investigate whether:

(a) at the time of such dealings this Agreement was in full force and effect and was unamended;

(b) any document, instrument or other writing executed by the Nominee was executed in accordance with the terms and conditions of this Agreement;

(c) the Nominee was duly authorized and empowered to execute and deliver every such document, instrument and other writing; and

(d) if a conveyance has been made to a successor or successors in trust, that such successor or successors have been properly appointed and are fully vested with all the title, estate, rights, powers, duties and obligations of its, his or their predecessor.

11. There shall be no fee payable to the Nominee by the Partnership.

12. The Nominee covenants and agrees to do all such things and execute all documents which may hereafter be required to give effect to the purpose and intent of this Agreement.

13. This Agreement shall not be recorded or registered against the title to the Property or elsewhere except with the consent of the Partnership.

14. Any notice, direction or other Instrument required or permitted to be given hereunder shall, except as otherwise permitted hereunder, be in writing and given by delivering it or sending it by facsimile or other similar form of communication addressed as follows:

(a) to the Partnership at:

c/o Hudson's Bay Company
698 Lawrence Avenue West
Toronto, Ontario M6A 3A5
Attention: David Pickwoad, Senior Vice President
Email: david.pickwoad@hbc.com

and with a copy to:

c/o RioCan Real Estate Investment Trust
2300 Yonge Street, Suite 500
P.O. Box 2386
Toronto, Ontario M4P 1E4
Attention: Jonathan Gitlin
Facsimile: 416.866.3020
Email: jgitlin@riocan.com

(b) to the Nominee at:

698 Lawrence Avenue West
Toronto, Ontario M6A 3A5
Attention: David Pickwoad, Senior Vice President
Email: david.pickwoad@hbc.com

Any such notice, direction or other Instrument given as aforesaid shall be deemed to have been effectively given if sent by facsimile or other similar form of telecommunications on the next business day following such transmission or, if delivered, to have been received on the date of such delivery. Any party may change its address for service from time to time by notice given in accordance with the foregoing and any subsequent notice shall be sent to the applicable party at its changed address.

15. This Agreement is to be construed in accordance with the laws of the Province of Quebec and the laws of Canada applicable therein.

16. In consideration of the Nominee accepting the responsibilities and obligations set out herein, the Partnership hereby releases the Nominee from any and all liability that the Nominee may incur in respect of any action taken by the Nominee either pursuant to the instructions of the Partnership or pursuant to the terms of this Agreement. The Partnership covenants and agrees to indemnify and save harmless the Nominee from any and all manner of actions, causes of action, suits, debts, obligations, accounts, bonds, covenants, contracts, claims and demands whatsoever which may arise against the Nominee by virtue of its holding the Assets or by virtue of it performing its obligations hereunder or by virtue of anything arising out of any dealings with the Assets.

17. This Agreement may be amended, revoked or terminated only by written agreement executed by all parties hereto.

18. It is understood and agreed between the parties hereto that the relationship between the Partnership and the Nominee shall be that of principal and nominee only, that there is no intention to create a relationship of partnership between the Partnership and the Nominee, and that this Agreement should not be construed to create any association or joint venture between the Partnership and the Nominee.

19. Any section, subsection or other subdivision of this Agreement or any other provision of this Agreement which is, or becomes, illegal, invalid or unenforceable shall be severed from this Agreement and be ineffective to the extent of such illegality, invalidity or unenforceability and shall not affect or impair the remaining provisions hereof.

20. Except as herein otherwise provided to the contrary, this Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

21. The parties have required that this Agreement be drafted in the English language. Les parties aux présentes ont exigé que cette convention soit rédigé en langue anglaise.

[Remainder of page intentionally left blank.]

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

RIOCAN-HBC LIMITED PARTNERSHIP, by its general partner, RIOCAN-HBC GENERAL PARTNER INC.

Per: _____
Name: David Pickwoad
Title: Senior Vice President

Per: _____
Name:
Title:

2472596 ONTARIO INC.

Per: _____
Name: David Pickwoad
Title: Senior Vice President

Per: _____
Name:
Title:

SCHEDULE "A"

800 Des Promenades Boulevard, Saint-Bruno-de-Montarville, Quebec

That certain emplacement in the City of Saint-Bruno-de-Montarville, Province of Quebec, known and designated as being lot number TWO MILLION ONE HUNDRED AND TEN THOUSAND EIGHT HUNDRED AND TWENTY (2 110 820) of the Cadastre du Quebec, Registration Division of Chambly.

With all the buildings thereon erected and, more particularly, the building bearing civic number 800 Des Promenades Boulevard, City of Saint-Bruno-de-Montarville, Province of Quebec.

SCHEDULE "B"

(i) **Emphyteutic Lease**

Emphyeutic lease by Av Carrefour des Villes Ltée to Simpsons, Limited executed under private signature as of June 20, 1977, registered at the Land Registry Office for the Registration Division of Chambly (the "**Registry Office**") under number 514220, as amended by a memorandum of agreement executed under private signature as of May 1, 1990, registered at the Registry Office under Number 849159, for a term commencing on June 20, 1977 and terminating on June 19, 2076, as subsequently transferred and assigned from time to time.

(ii) **Operating Agreement**

Operating agreement between Av Carrefour des Villes Ltée and Simpsons, Limited dated August 23, 1978 with respect to the Property, as subsequently transferred and assigned from time to time.

(iii) **Servitudes**

The servitudes in favour of and against parts of the Property established by Av Carrefour des Villes Ltée and Simpsons, Limited in an agreement executed under private signature as of August 23, 1978, registered at the Registry office under number 514221.

CONFIDENTIAL APPENDIX "H"

APPENDIX "I"

CF CARREFOUR LAVAL NOMINEE INC.
and
LE CARREFOUR LAVAL REC INC.
and
ONTREA INC.
each by their duly authorized agent, THE CADILLAC FAIRVIEW CORPORATION LIMITED

collectively, as the Landlord Entities and each, a Landlord Entity

- and -

FTI CONSULTING CANADA INC., solely in its capacity as the Court-appointed receiver and manager of 2455034 Ontario Inc. and 2455034 Ontario Limited Partnership, and not in its personal or corporate capacity

as the Receiver

MASTER AGREEMENT FOR SURRENDER AND TERMINATION OF LEASES AND RELATED AGREEMENTS

September 24, 2025

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(continued)

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SCHEDULES

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(continued)

THIS MASTER AGREEMENT dated with effect as of September 24, 2025

AMONG

CF CARREFOUR LAVAL NOMINEE INC.
and
LE CARREFOUR LAVAL REC INC.
and
ONTREA INC.,
each by their duly authorized agent, THE CADILLAC FAIRVIEW CORPORATION LIMITED

(collectively, the "**Landlord Entities**" and individually a "**Landlord Entity**")

OF THE FIRST PART,

- and -

FTI CONSULTING CANADA INC., solely in its capacity as the Court-appointed receiver and manager of 2455034 Ontario Inc. and 2455034 Ontario Limited Partnership, and not in its personal or corporate capacity
(the "**Receiver**")

OF THE SECOND PART,

RECITALS

A. WHEREAS the Landlord Entities are the owners and landlords of the Properties and lease the Premises at the Properties to 2472596 Ontario Inc. and 2472598 Ontario Inc., as nominee, mandatary or prête-nom for 2455034 Ontario Limited Partnership (collectively, the "**Nominees**"), as the tenants pursuant to the Agreements, as more particularly set out in Schedules "A" and "B" hereto.

B. WHEREAS on June 3, 2025, pursuant to an order (the "**Receivership Order**") of the Ontario Superior Court of Justice (Commercial List) (the "**Court**"), the Receiver (as defined herein) was appointed as receiver and manager without security, of all of the assets, undertakings and properties of, *inter alia*, 2455034 Ontario Limited Partnership and 2455034 Ontario Inc. (collectively, the "**JV Entities**" and each, a "**JV Entity**").

C. WHEREAS the Receivership Order authorized the Receiver, *inter alia*, to: (i) sell, convey, transfer, lease or assign the Properties out of the ordinary course of business (subject to the approval of the Court); (ii) apply for any vesting order or other orders necessary to convey the Properties or any part or parts thereof to a purchaser free and clear of any liens or encumbrances affecting any Property; and (iii) to execute, assign, issue and endorse documents of whatever nature in respect of any Property, whether in the Receiver's name or in the name and on behalf of any JV Entity (including, without limitation, subject to the CCAA Stay (as defined in the Receivership Order), as applicable, in order to instruct, authorize or direct any nominee, mandatary or prête-nom holding registered title to any Property, for any purpose pursuant to the Receivership Order.

D. WHEREAS this Master Agreement is subject to approval by the Court, and the completion of the Transactions (as defined herein) is subject to the Court issuing the Approval Order

(as defined herein) and the Receiver issuing the Receiver's Certificate (as defined herein), all as more particularly set out herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Master Agreement and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Receiver and the Landlord Entities (individually a "**Party**" and collectively the "**Parties**") covenant and agree as follows:

ARTICLE 1
DEFINITIONS

1.1 Definitions

Unless otherwise provided for herein, all capitalized terms set out below when used in this Master Agreement shall have the meaning ascribed thereto unless the context expressly or by necessary implication otherwise requires:

"**Affiliate**" of any Person means, at the time such determination is being made, any other entity controlling, controlled by or under common control with such first entity, in each case, whether directly or indirectly, and "control" and any derivation thereof means the possession, directly or indirectly, of the power to direct or significantly influence the management, policies, business or affairs of an entity whether through the ownership of voting securities or otherwise.

"**Agreements**" means the emphyteutic leases, leases, servitudes, operating agreements and other agreements entered into by, or assigned in favour of the JV Entities and the Nominees relating to the Properties, as same have been amended, restated, renewed or supplemented from time to time, including but not limited to those documents listed on Schedule "B".

"**Approval Order**" means an order issued by the Court approving this Master Agreement, the Supplemental Surrender Agreement, and the Transactions contemplated by this Master Agreement and the Supplemental Surrender Agreement, and surrendering to the applicable Landlord Entities all of the JV Entities' and the Nominees' right, title and interest in and to the Agreements and Premises free and clear of all Encumbrances other than the Permitted Encumbrances, which order shall be substantially in the form of Schedule "D" hereto or as otherwise agreed to in writing by the Landlord Entities.

"**ARQST**" means *An Act respecting the Quebec Sales Tax*, CQLR, c. T-0.1, as amended, restated, supplemented or substituted from time to time.

"**Balance**" has the meaning ascribed thereto in Section 3.1(a)(ii).

"**Business Day**" means any day of the year, other than a Saturday, Sunday or any days on which major banks are closed for business in Toronto, Ontario or in Montréal, Québec.

"**CCAA**" means the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended, restated, supplemented or substituted from time to time.

"**CCAA Proceedings**" means the proceedings commenced before the Court under the CCAA, court file no. CV-25-00738613-00CL in the Matter of a Plan of Compromise or Arrangement of, *inter alia*, Hudson's Bay Company ULC, 2472596 Ontario Inc. and 2472598 Ontario Inc.

"**CF Carrefour Laval**" means the Property municipally known as CF Carrefour Laval, 3003 Boul. le Carrefour, Laval, Québec.

"**CF Les Promenades St-Bruno**" means the Property municipally known as CF Les Promenades St-Bruno, 1 Boulevard des Promenades, Saint-Bruno-de- Montarville, Québec.

"**CFCL**" means The Cadillac Fairview Corporation Limited and its successors and assigns as manager of the Properties and as agent on behalf of the Landlord Entities.

"**Claims**" means claims, demands, complaints, grievances, actions, applications, suits, causes of action, Orders, charges, indictments, prosecutions, information or other similar processes, assessments or reassessments, equitable interests, options, preferential arrangements of any kind or nature, assignments, restrictions, financing statements, deposit arrangements, rights of others, leases, sub-leases, licences, rights of first refusal or similar restrictions, judgments, debts, liabilities, expenses, costs, damages or losses, contingent or otherwise, including loss of value, reasonable professional fees, including fees and disbursements of legal counsel on a full indemnity basis, and all actual and documented costs incurred in investigating or pursuing any of the foregoing or any proceeding relating to any of the foregoing.

"**Closing**" has the meaning ascribed thereto in Section 7.5(a).

"**Closing Date**" has the meaning ascribed thereto in Section 7.5(a).

"**Closing Documents**" means those documents and deliveries, except the Balance, to be delivered in connection with the Closing as contemplated in this Master Agreement including those set out in Section 7.4.

"**Consideration**" has the meaning ascribed thereto in Section 3.1.

"**Contracts**" means, collectively, all of the JV Entities' and Nominees' contracts and agreements to enter into contracts with respect to the occupation, operation, fire protection, servicing, maintenance, repair and cleaning of the Premises, or the furnishing of supplies or services to the Premises, any property management or asset management contracts, any employment contracts and any insurance contracts entered into by the JV Entities, or any manager or agent on behalf of the JV Entities with respect to the Premises or the Agreements.

"**Court**" has the meaning ascribed thereto in Recital B.

"**Deposit**" has the meaning ascribed thereto in Section 3.1(a)(i).

"**Deeds of Abandonment**" has the meaning ascribed thereto in Section 3.3, in substantially the forms attached as Schedule "K" hereto.

"**Direction**" has the meaning ascribed thereto in Section 3.2(d).

"**Encumbrance**" means any restriction, reservation, easement, servitude, right-of-way, encroachment, mortgage, charge, pledge, hypothec, prior claims, lien (statutory or otherwise), security interest, title retention agreement or arrangement, assignment, claim, prior claim, liability (direct, indirect, absolute or contingent), obligation, trust, deemed trust, right of retention, judgment, writ of seizure or execution, notice of sale, contractual right, option, right of first refusal,

or any other right or interest, of any nature or any other arrangement or condition whether or not registered, published or filed, statutory or otherwise, secured or unsecured.

"**Execution Date**" means the date of this Master Agreement as set out on the top of page 1 hereof.

"**Excise Tax Act**" means the *Excise Tax Act*, R.S.C., 1985, c. E-15, as amended, restated, supplemented or substituted from time to time.

"**Excluded Assets**" means those assets (in each case, as of the Closing Date) described in Schedule "C".

"**FF&E**" means the fixtures, improvements, tools, signs, furniture, machinery, equipment and furnishings including shelves, counters, video cameras and equipment, security systems, point-of-sales systems and related appurtenances, telecommunications systems and related appurtenances and trade fixtures located at any of the Premises, in each case, to the extent owned or leased by any Nominee or JV Entity or its subtenants or licensees, if any, as of the Closing Date including, in all cases, those items listed in Schedule "G" hereto but excluding, in all cases, the Excluded Assets and the items listed in Schedule "H" hereto.

"**GST**" means goods and services tax or harmonized sales tax under the Excise Tax Act.

"**Governmental Authorities**" means governments, regulatory authorities, governmental departments, agencies, agents, commissions, bureaus, officials, ministers, Crown corporations, courts, bodies, boards, tribunals or dispute settlement panels or other law or regulation-making organizations or entities: (a) having or purporting to have jurisdiction on behalf of any nation, province, territory or state or any other geographic or political subdivision of any of them; or (b) exercising, or entitled or purporting to exercise any administrative, executive, judicial, legislative, policy, regulatory or taxing authority or power.

"**Inventory**" means all inventory, stock, supplies and all other items to be sold from any of the Premises, excluding, for greater certainty, the items listed in Schedule "H" hereto.

"**JV Entities**" has the meaning ascribed thereto in Recital B, and "**JV Entity**" means any of the JV Entities.

"**Landlord Entity**" and "**Landlord Entities**" have the meanings ascribed thereto on page 1 hereof.

"**Laws**" means any and all applicable laws, including all statutes, codes, ordinances, decrees, rules, regulations, municipal by-laws, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions, ruling or awards, and general principles of civil law, binding on or affecting the Person referred to in the context in which the word is used.

"**Master Agreement**" means this agreement together with all schedules and instruments in written amendment or confirmation of it and the expression "**Section**" followed by a number means and refers to the ascribed thereto Section of this Master Agreement.

"**Notice**" has the meaning ascribed thereto in Section 8.16.

"**Off-Title Compliance Matters**" means open building permits or files, work orders, deficiency notices, directives, notices of violation, non-compliance and/or complaint and/or other outstanding

matters or matters of non-compliance with the zoning and/or other requirements of any Governmental Authorities and Orders related thereto.

"**Orders**" means orders, injunctions, judgments, administrative complaints, decrees, rulings, awards, assessments, directions, instructions, penalties or sanctions issued, filed or imposed by any Governmental Authority or arbitrator.

"**Outside Date**" means September 30, 2025, or such other date as the Parties may agree to in writing.

"**Parties**" has the meaning ascribed thereto in the Recitals, and "**Party**" means any of the Parties.

"**Permitted Encumbrances**" means, collectively: (a) any Encumbrances encumbering the freehold or ownership interest in the Properties or any other Landlord Entity's interest in the Properties, but excludes any Encumbrances solely encumbering the Nominees' or the JV Entities' leasehold interest (or the rights of the Nominees or the JV Entities as lessee) in and to any Properties; (b) Encumbrances resulting from any Landlord Entity's actions or omissions; and (c) the items identified in Schedule "I" hereto.

"**Person**" means an individual, partnership, corporation, trust, unincorporated organization, company, government, or any department or agency thereof, and the successors and assigns thereof or the heirs, executors, administrators or other legal representatives of an individual.

"**Premises**" means, collectively, the lands and premises which are leased to the Nominees or the JV Entities pursuant to the Agreements located in CF Carrefour Laval and in CF Promenades St-Bruno.

"**Properties**" means, collectively, the immovable properties of which the Premises form part for the purposes of the Agreements and includes the Landlord Entities' ownership interest or right of emphyteusis therein; and "**Property**" refers to any one of such Properties of which the Premises for one leased location form a part for the purposes of the Agreements.

"**QST**" means Quebec sales tax under the ARQST.

"**Real Property Interests**" means all properties, assets, interests and rights of the Nominees and the JV Entities which are related to the operation at each of the Premises, which for greater certainty do not include Excluded Assets nor the FF&E (which FF&E are subject to Section 5.1(a)) but include: (a) the Nominees' and the JV Entities' right, title and interest, including their respective rights as a lessee or as emphyteuta (as the case may be) under civil law, in and to the Agreements, the Contracts and the Premises, including, if any, the benefit of all Encumbrances, restrictive covenants, access rights, licences to use any common areas or rooftop areas of the buildings or shopping centres of which the Premises form part, rights to renew or extend the term of any Agreement, options and similar rights of first offer, first refusal or first opportunity or otherwise to lease or purchase (if any), parking rights and signage rights; and (b) the items listed on Schedule "H".

"**Realty Tax Appeals**" has the meaning ascribed thereto in Section 4.2(a).

"**Receiver**" means FTI Consulting Canada Inc., solely in its capacity as the Court-appointed receiver and manager of the JV Entities, and not in its personal or corporate capacity.

"**Receiver's Certificate**" means the certificate to be filed with the Court by the Receiver certifying receipt of confirmation from CFCL, as agent for the Landlord Entities, and the JV Entities that all conditions of Closing in Sections 7.1, 7.2 and 7.3 of this Master Agreement have been satisfied or waived.

"**Receiver's Order**" has the meaning ascribed thereto in Recital B.

"**Receivership Proceedings**" means the proceeding commenced before the Court under the *Bankruptcy and Insolvency Act*, R.S.C.1985, c. B-3, as amended, court file no. CV-25-00744295-00CL.

"**SOA**" has the meaning ascribed thereto in Section 4.1(a).

"**Supplemental Surrender Agreement**" means the supplemental surrender agreement dated the date hereof between the Landlord Entities, 2472596 Ontario Inc., 2472598 Ontario Inc., the Receiver and 1242939 B.C. ULC (formerly Hudson's Bay Company ULC / Compagnie de la Baie d'Hudson SRI) in connection with the Premises and the Agreements.

"**Tax Certificate, Undertaking and Indemnity**" means the certificate to be delivered by each applicable Landlord Entity in substantially the form set out in Schedule "E" hereto.

"**Taxes**" means land transfer, mutation, sales, goods and services, harmonized sales, use, value added, excise, stamp or similar taxes imposed by any Governmental Authority under applicable Laws, including all interest, penalties, fines, additions to tax or other additional amounts imposed by any Governmental Authority in respect thereof, including, without limitation, QST and GST.

"**Termination Agreement**" means, with respect to the Agreements, a Termination Agreement in substantially the form attached as Schedule "F" hereto.

"**Transaction**" or "**Transactions**" means the surrender and termination of the Agreements and the transactions related thereto as contemplated in this Master Agreement.

ARTICLE 2
SURRENDER AND TERMINATION TRANSACTIONS

2.1 Offer and Acceptance

The Receiver hereby agrees to surrender to the applicable Landlord Entities and to terminate, and the applicable Landlord Entities hereby agree to accept such surrender and termination from the Receiver, of all of the JV Entities' right, title and interest in the Agreements, the Premises and the Real Property Interests with effect on the Closing Date for the Consideration, the whole in accordance with the terms and conditions of this Master Agreement.

2.2 "As Is, Where Is"

Notwithstanding the foregoing or anything else contained herein or elsewhere, each Landlord Entity hereby acknowledges and agrees, on behalf of itself, that as of the Execution Date and the Closing Date:

(a) Except as expressly stated in this Master Agreement, the Landlord Entities are accepting the surrender of the Agreements and the Real Property Interests and

the Premises on an "as is, where is" basis, without any written or oral statements, representations, warranties, promises or guarantees of any nature or kind whatsoever, either legal or conventional, express or implied (by operation of law or otherwise) as to the state of title thereto, the existence or state of any Permitted Encumbrances or Off-Title Compliance Matters, the condition of any of the Premises and the Real Property Interests and the status of any of the Agreements, the existence of any default on the part of any Nominee, JV Entity or the Receiver, the physical, environmental or other condition of, in, on, under or in the vicinity of any of the Premises, the structural integrity or any other aspect of the physical condition of the Premises, the conformity of the Premises to past, current or future applicable zoning or building code requirements or other applicable Laws, the existence of soil instability, past soil repairs, soil additions or conditions of soil fill or any other matter affecting the stability or integrity of the Premises, the sufficiency of any drainage, the availability of public utilities, access, parking and/or services for the Premises, the fitness or suitability of the Premises for occupancy or any intended use (including matters relating to health and safety), the potential for further development of the Premises, the existence of land use, zoning or building entitlements affecting the Premises, the presence, release or use of wastes of any nature, hazardous materials, pollutants, contaminants or other regulated substances in, under, on or about the Premises or any neighbouring lands; and without limiting the foregoing, the Parties agree to exclude, to the extent applicable, the effect of the legal warranty provided for by Article 1716 of the Civil Code of Québec and that each Landlord Entity is accepting a surrender of the Real Property Interests relating to its respective Premises at its own risk within the meaning of Article 1733 of the Civil Code of Québec;

(b) It is expressly acknowledged by the Landlord Entities that, except as expressly stated in this Master Agreement, no written or oral statement, representation, warranty, promise or guarantee of any nature or kind whatsoever, either legal or conventional, express or implied (by operation of law or otherwise), is made by the Nominees, the JV Entities and/or the Receiver and/or their respective legal counsel or other advisors or other representatives as to the accuracy, currency or completeness of any disclosure in respect of any of the Real Property Interests, the Premises, the Agreements or any Permitted Encumbrances made to the Landlord Entities, and each of them expressly disclaims any and all liabilities with respect to such disclosure and any and all errors therein or omissions therefrom;

(c) The Landlord Entities' decision to enter into this Master Agreement was made of their own accord without reference to or reliance upon any disclosure made by the Nominees, the JV Entities and/or the Receiver and/or their respective legal counsel or other advisors or representatives.

(d) The Agreements, the Real Property Interests or the Premises may be subject to certain Off-Title Compliance Matters, municipal requirements, including building or zoning by-laws and regulations, servitudes, easements for hydro, gas, telephone affecting same, and like services to the Premises, and restrictions and covenants affecting the Premises, including but not limited to the Permitted Encumbrances. Without limiting the foregoing, the Nominees, the JV Entities and the Receiver shall not be responsible for rectification of any matters disclosed by any Governmental Authority or quasi-governmental authority having jurisdiction.

2.3 Landlord Entity

(a) Each Landlord Entity is entering into this Master Agreement and delivering the documents in connection with the Closing: (i) as an individual party on its own behalf, and not on behalf of another Landlord Entity; (ii) as to the respective interest of such Landlord Entity in the Agreements and to the Real Property Interests relating to its Premises, and not on a joint or solidary basis.

(b) In no event shall a Landlord Entity have any obligation or liability in respect of any representations or warranties or any covenants, liabilities, obligations or indemnities made or incurred by another Landlord Entity in or pursuant to this Master Agreement and/or any of the Closing Documents. In the event of any conflict, inconsistency or ambiguity between the provisions of this Section 2.3 and any other provisions of this Master Agreement and/or any of the documents delivered in connection with the Closing, the provisions of this Section 2.3 shall prevail.

(c) Notwithstanding anything else contained herein or elsewhere, in the event of a breach or default hereunder by a Landlord Entity, the JV Entities', the Nominees' and Receiver's recourse under this Master Agreement shall be limited to the amount of the Deposit pursuant to Section 3.2(c).

2.4 Post-Filing Obligations

Each and every one of the obligations, undertakings, covenants, representations and warranties of the JV Entities to the Landlord Entities contained herein or in any Closing Document shall constitute "post-filing" obligations of the JV Entities within the CCAA Proceedings and post-filing obligations of the JV Entities in the Receivership Proceeding and shall not be disclaimed, repudiated, rejected, compromised or subject to any plan of compromise or arrangement or proposal.

ARTICLE 3
CONSIDERATION

3.1 Surrender Consideration

(a) As consideration for the termination and surrender of the Agreements, the Premises and the Real Property Interests, CFCL as manager and agent of the Landlord Entities agree to pay to the Receiver, or as the Receiver directs in writing, the sum of [redacted] (the "**Consideration**") plus applicable QST and GST payable in respect thereof. The Landlord Entities shall be responsible for and shall pay the Consideration and (subject to Section 6.5) all such QST and GST subject to and in accordance with the following:

(i) [redacted] as a deposit (the "**Deposit**"), shall be paid by CFCL as manager and agent of the Landlord Entities to the Receiver, in trust, within five (5) Business Days from the Execution Date, and shall be reimbursed by the Receiver to the Landlord Entities if Closing has not occurred by the Outside Date;

(ii) the balance of [redacted] plus or minus the net amount of adjustments to be made in accordance with this Master Agreement, shall be paid by CFCL as manager and agent of the Landlord Entities to the Receiver on the Closing Date (the "**Balance**").

3.2 Deposit

(a) Following receipt, the Deposit may be invested by the Receiver, at its option, in trust, in an interest bearing account or term deposit or guaranteed investment certificate with or issued by one of the five (5) largest (by asset size) Canadian Schedule I Canadian chartered banks pending completion of the Transactions or earlier termination or non-completion of this Master Agreement. In holding and dealing with the Deposit and any interest earned thereon pursuant to this Master Agreement, the Receiver is not bound in any way by any agreement other than this Section 3.2, and the Receiver shall not be considered to assume any duty, liability or responsibility other than to hold the Deposit, and any interest earned thereon, in accordance with the provisions of this Section 3.2, and to pay the Deposit, and any interest earned thereon, to the Person becoming entitled thereto in accordance with the terms of this Master Agreement, except in the event of a dispute between the Parties as to entitlement to the Deposit. In the case of such dispute, the Receiver may, in its sole, subjective and unreviewable discretion, or shall, if requested by any of the Parties, pay the Deposit and any and all interest earned thereon into Court, whereupon the Receiver shall have no further obligations relating to the Deposit or any interest earned thereon. The Receiver shall not, under any circumstances, be required to verify or determine the validity of any notice or other document whatsoever delivered to the Receiver and the Receiver is hereby relieved of any liability or responsibility for any Claims which may arise as a result of the acceptance by the Receiver of any such notice or other document in good faith.

(b) If any Transaction is completed, the Deposit shall be paid to the Receiver forthwith on Closing and applied to the Consideration. Interest on the Deposit shall accrue from the date of deposit with the Receiver until the Closing or other termination or non-completion of this Master Agreement.

(c) If this Master Agreement is terminated or the Transaction is not completed by reason of a breach by any of the Landlord Entities of its representations, warranties or covenants or other default of any of the Landlord Entities under this Master Agreement, the Deposit, together with all accrued interest earned thereon, if any, shall become the absolute property of, and may be retained by, the Receiver as liquidated damages to compensate the Receiver and the JV Entities for the expenses incurred and the delay caused and opportunities foregone as a result of the failure of the Transaction to close, and the Receiver and the JV Entities shall not have any further right or recourse against the Landlord Entities whatsoever in connection with this Master Agreement or the termination thereof. If the Transaction is terminated or not completed for any reason, other than the default of the Landlord Entities under this Master Agreement, the Deposit together with all interest accrued thereon, if any, shall be thereupon returned to CFCL as agent the Landlord Entities. The provisions of this Section 3.2(c) shall survive the termination

of this Master Agreement or if any Transaction is not successfully completed for any reason.

(d) In holding and dealing with the Deposit and any interest earned thereon pursuant to this Master Agreement, the Receiver shall release the Deposit and any interest earned thereon to the Persons becoming entitled thereto in accordance with the provisions of this Section 3.2 as evidenced by a direction in writing executed by CFCL as agent of the Landlord Entities (the "**Direction**") except in the event of a dispute between the Parties as to entitlement to the Deposit and any interest earned thereon in which event the Receiver may, in its sole, unfettered and unreviewable discretion, pay the Deposit and any interest earned thereon into Court, whereupon the Receiver shall have no further obligations relating to the Deposit and any interest earned thereon or otherwise hereunder.

(e) The Receiver shall not, under any circumstances, be required to verify or determine the validity of the Direction and the Receiver is hereby relieved of any liability or responsibility for any loss or damage which may arise as the result of the acceptance by the Receiver of the Direction in good faith.

(f) Notwithstanding the foregoing or anything else contained herein or elsewhere, each of the Receiver and the Landlord Entities acknowledges and agrees that: (i) the Receiver's obligations hereunder are and shall remain limited to those specifically set out in this Section 3.2 and Sections 7.6 and 7.7; and (ii) FTI Consulting Canada Inc. is acting solely in its capacity as the Court-appointed receiver and manager of the JV Entities pursuant to the Receivership Order and not in its personal or corporate capacity, and the Receiver has no liability in connection with this Master Agreement whatsoever, in its personal or corporate capacity or otherwise, save and except for and only to the extent of the Receiver's gross negligence or wilful misconduct.

(g) The provisions of this Section 3.2 shall survive the termination of this Master Agreement or non-completion of any Transaction.

3.3 Surrender of Agreements

Pursuant to the Supplemental Surrender Agreement, the Nominees shall execute and deliver on the Closing Date a Termination Agreement and the Deeds of Abandonment, effective as of 11:59 p.m. on the day of the Closing Date, and the Receiver hereby consents to same on behalf of the JV Entities. For greater certainty, (i) the Termination Agreement shall not apply to the deeds of abandonment entered into concurrently with the Termination Agreement in respect of the emphyteutic leases of the Premises (the "**Deeds of Abandonment**"), and (ii) no surrender or termination of an Agreement shall take effect unless and until Closing occurs. As and from the Closing Date, the Receiver acknowledges and agrees that it and the JV Entities will have no further right, title or interest in and to the Agreements, the Real Property Interests and the Premises whether pursuant to the Agreements or otherwise.

3.4 No Assumed Liabilities

The Landlord Entities shall not assume any obligations or liabilities of the Receiver, the JV Entities or the Nominees to each other or to third parties with respect to the Agreements, the Premises or the Real Property Interests, whether in respect of the period on, before or after the Closing Date,

or otherwise arising, incurred or accrued on or after the Closing Date whether in respect of the period on, before or after the Closing Date. The foregoing shall be further incorporated in the Termination Agreement.

3.5 Reciprocal Releases

The Parties hereby agree that, effective only upon the Closing: (i) each Landlord Entity, on its own behalf and on behalf of its successors and assigns (collectively the "**Landlord Releasors**", and individually, a "**Landlord Releasor**"), hereby forever fully and unconditionally releases, acquits, waives and forever discharges each of the Receiver and the JV Entities and each of their respective members, partners, directors, officers, employees, agents, shareholders, successors and permitted assigns (collectively, the "**JV Releasees**" and individually a "**JV Releasee**") and (ii) each of the Receiver and the JV Entities, on its own behalf and on behalf of its successors and assigns (collectively the "**JV Releasors**", and individually, a "**JV Releasor**"), hereby forever fully and unconditionally releases, acquits, waives and forever discharges each of the Landlord Entities and each of their respective members, partners, directors, officers, employees, agents, shareholders, successors and permitted assigns (collectively, the "**Landlord Releasees**" and individually a "**Landlord Releasee**"), in each case from any and all actual or potential claims, demands, complaints, grievances, actions, applications, proceedings, suits, causes of action, Orders, charges, indictments, prosecutions or other similar processes, assessments or reassessments, judgments, debts, liabilities, expenses, costs, dues, accounts, bonds, damages or losses, contingent or otherwise, whether liquidated or unliquidated, matured or unmatured, disputed or undisputed, contractual, legal or equitable, including loss of value, reasonable professional fees, including fees and disbursements of legal counsel on a full indemnity basis, and all actual and documented costs incurred in investigating or pursuing any of the foregoing or any proceeding relating to any of the foregoing (collectively, the "**Claims**"), whether known or unknown, howsoever arising of every nature and kind whatsoever that the Landlord Releasors or the JV Releasors (as applicable, the "**Releasors**") ever had, now have or hereafter can, shall or may have against any of the Landlord Releasees or any of the JV Releasees (as applicable, the "**Releasees**") in any way relating to or arising from any of the Agreements, Premises or the Properties, but excluding in each case: (a) Claims against the Releasees in any way relating to or arising from: (i) the obligations or liabilities of the Releasees under this Master Agreement, or (ii) any other Closing Documents; and (b) Claims other than in respect of the Premises or other than pursuant to the Agreements.

Each of the Releasors covenants and agrees, effective only upon the Closing, not to make any Claims against any Person which might Claim over against any of the Releasees, or who might claim contribution or indemnity from any of the Releasees in connection with the matters which are herein released. In the event that, as of and from the Closing, any of the Releasors hereafter makes any Claims against any of the Releasees or against any Person who may Claim over or claim contribution or indemnity against any of the Releasees with respect to any of the matters herein released: (i) such Releasor shall immediately discontinue such Claim upon receipt of written notice from a Releasee, (ii) such Releasor shall be liable for all legal and related costs and expenses incurred by the affected Releasee on a full indemnity basis; and (iii) this Release shall operate conclusively as an estoppel and complete bar to any such Claim, may be pleaded as a complete defence and reply in the event of such Claim, and may be relied upon in any proceeding to dismiss such Claim and no objection will be raised by the party which commenced such Claim to the effect that the other parties to such Claim are not parties to this release.

3.6 Trade-Marks

Notwithstanding the foregoing or anything else contained herein or elsewhere, the Landlord Entities acknowledge and agree that: (a) no signs, trade-marks, trade-names, logos, commercial symbols, business names or other intellectual property rights identifying “La Baie d’Hudson” or “Hudson’s Bay” are conveyed or intended to be conveyed to the Landlord Entities pursuant to the Transactions; and (b) all right, title and interest of the JV Entities, if any, in and to all of its existing signs, trade-marks, trade-names, logos, commercial symbols, business names or other intellectual property rights identifying “La Baie d’Hudson” or “Hudson’s Bay” or containing the words “La Baie d’Hudson” or “Hudson’s Bay” are hereby specifically reserved and excluded from the Transactions. It is understood and agreed that the Landlord Entities shall have the right to dispose of (but not sell) any FF&E signage including “La Baie d’Hudson” or “Hudson’s Bay” signage abandoned and left at the Properties.

ARTICLE 4
ARREARS OUTSTANDING

4.1 Arrears payment

(a) A statement of account (the “**SOA**”) showing the amount owed and payable by the Nominees or the JV Entities to the Landlord Entities, including, without limitation:

(i) pro-rated the rent for the full month of September 2025 up to the Closing Date;

(ii) an adjustment in favour of the Landlord Entities in the aggregate amount of $20,000 for the removal of branding signage (interior and exterior);

(b) as of the Closing Date (inclusively) shall be prepared by the Landlord Entities and delivered to the Receiver at least two (2) Business Days prior to Closing, and the Receiver shall set off such amount on Closing against the payment of the Consideration.

4.2 Realty Tax Appeals

(a) The Receiver, the JV Entities and the Landlord Entities acknowledge that with respect to the Premises the JV Entities may have instituted certain appeals and/or claims in respect of realty taxes or assessments for certain periods prior to the Closing Date and possibly including the tax year in which the Closing Date occurs (all such appeals, claims and any associated reassessments are hereinafter collectively referred to as the “**Realty Tax Appeals**”).

(b) From and after the Closing Date, the Receiver and the JV Entities shall at their sole cost and expense, cease and discontinue all Realty Tax Appeals with respect to the Premises. For greater certainty, the Landlord Entities may deal with their own realty tax appeals in their sole and entire discretion.

4.3 Utilities

(a) The Landlord Entities shall not assume any contracts or agreements entered into by or on behalf of the JV Entities or the Receiver for the supply of any utilities

(including electricity, gas, water, fuel, telephone service, internet services, security and surveillance services or otherwise) at the Premises. On or before the Closing Date, the JV Entities and the Receiver shall terminate all of their contracts and agreements for the supply of any utilities to the Premises. For the avoidance of doubt, except as set forth in Section 4.1, there shall be no adjustment at Closing in respect of the payment of any utilities at the Premises, provided that the JV Entities shall be responsible for all charges for utilities used at the Premises for the period prior to the Closing Date.

(b) Any and all utility charges and other related fees payable for any of the Premises for the period from and after the Closing Date, pursuant to any invoice or statement issued on or after the Closing Date, shall be the sole responsibility of the applicable Landlord Entities and there shall be no adjustments between the Receiver or the JV Entities and the Landlord Entities of any utility charges or related fees paid by the Landlord Entities pursuant to any such invoice or statement issued on or after the Closing Date.

ARTICLE 5
LEASE MATTERS

5.1 Lease Matters

(a) Before Closing, the JV Entities and the Receiver shall be entitled (but shall have no obligation), at their sole cost and expense, to remove, or permit any other Persons to remove, any and all chattels, personal or movable property, trade fixtures, stock-in-trade, Inventory, signs and identification, FF&E and any other Excluded Assets (but excluding: (i) any property or assets owned by any of the Landlord Entities or an owner of any Property, and (ii) any items listed in Schedule "H") from any of the Premises in accordance with this Master Agreement. For greater certainty, the JV Entities shall remove from the Premises prior to Closing the items listed in Schedule "G" but shall not remove or sell or permit the removal or sale from the Premises of any property or assets owned by any of the Landlord Entities or an owner of any Property or any items listed in Schedule "H". Any such items (including any FF&E) that shall not have been removed from any of the Premises by the Closing Date shall automatically be deemed abandoned, with the applicable Landlord Entity having the right to dispose of same or otherwise do with same as such Landlord Entity chooses at its discretion, without any liability whatsoever on the part of such Landlord Entity and without any indemnity, fee or compensation payable by any of the Landlord Entities.

(b) Notwithstanding any provision of the Agreements, the JV Entities and the Receiver shall have no obligation to operate in any of the Premises between the Execution Date and Closing and on Closing the JV Entities and the Receiver shall surrender the Premises in a "broom-swept" clean and vacant condition and in the same condition as of the Execution Date, ordinary wear and tear excepted, and, for greater certainty, the JV Entities and the Receiver shall not be required to repair and/or reinstate the Premises, subject to Section 5.1(a), or remove any items not set out on Schedule "G".

(c) In the event that prior to the Closing Date all or a part of the Premises is expropriated or notice of expropriation or intent to expropriate all or a part of the

Premises is issued by any Governmental Authority, the applicable Landlord Entities or the Receiver, as the case may be, shall immediately advise the other thereof by Notice in writing. Notwithstanding the occurrence of any of the foregoing, the Landlord Entities shall complete the Transactions contemplated herein in accordance with the terms hereof without reduction of the Consideration and all compensation for expropriation shall be payable to the applicable Landlord Entities of the Premises affected by such expropriation and all right and claim of the Nominees and the JV Entities to such amounts, if any, shall be assigned to the applicable Landlord Entities on a without recourse basis.

(d) The Premises shall be and remain until Closing at the risk of the JV Entities and the Nominees. In the event of material damage by fire or other hazard to the Premises or any part thereof occurring before the Closing Date, the Receiver shall immediately advise the Landlord Entities thereof by Notice in writing. Notwithstanding the occurrence of any of the foregoing, the Landlord Entities shall complete the Transactions contemplated herein in accordance with the terms hereof without reduction of the Consideration and the proceeds of any insurance available or actually paid or payable to the Receiver or the JV Entities shall be paid and/or assigned to the applicable Landlord Entities of the Premises affected by such damage on a without recourse basis. The JV Entities and the Receiver shall maintain their existing insurance coverage (including any self-insurance if currently existing) on the Premises until the Closing Date.

ARTICLE 6
REPRESENTATIONS, WARRANTIES & COVENANTS

6.1 Representations and Warranties of the Receiver

The Receiver represents and warrants to and in favour of each Landlord Entity, as of the Execution Date and as of Closing, as to the following and acknowledges and confirms that the Landlord Entities are relying upon such representations and warranties in connection with the entering into of this Master Agreement:

(a) to the Receiver's knowledge, based solely upon the Receiver's review of and in reliance upon: (i) a copy of the Third Amended and Restated Limited Partnership Agreement dated April 23, 2023 between RioCan-HBC General Partner Inc. (now known as 2455034 Ontario Inc.), HBC Holdings LP and RioCan Real Estate Investment Trust, (ii) a copy of the unit register for RioCan-HBC Limited Partnership (now known as 2455034 Ontario Limited Partnership) provided to the Receiver, (iii) a copy of an organizational chart for HBC Holdings LP provided to the Receiver by HBC; and (iv) the Affidavit of Dennis Blasutti, sworn on May 29, 2025, 2455034 Ontario Limited Partnership is a Canadian partnership within the meaning of the *Income Tax Act* (Canada). This representation shall not survive, and shall not be the subject of any recourse of the Landlord Entities, after the Closing Date;

(b) subject to obtaining the Approval Order, this Master Agreement will constitute a valid and binding obligation of the Receiver, enforceable against the Receiver in accordance with its terms;

(c) the Receiver has carried on all negotiations relating to this Master Agreement and the Transactions directly and without the intervention on its behalf of any other party in such manner as to give rise to any valid claim for brokerage commission, finder's fee or other like payment other than fees payable to the Receiver;

(d) subject to the Approval Order and the Supplemental Surrender Agreement, the Receiver has full right, full power and authority to surrender the Agreements and the Premises in the manner aforesaid, and that, as of the Closing Date, the Receiver shall not have executed any other instruments, deeds or other documents pursuant to which the Agreements and the unexpired portion of the term, including any renewals thereof, shall in any way be charged, encumbered, assigned or otherwise transferred.

6.2 Landlord Entities' Representations and Warranties

Each Landlord Entity represents and warrants on behalf of itself only, as of the Execution Date and as of Closing, as to the following and acknowledges and confirms that the Receiver is relying upon such representations and warranties in connection with the entering into of this Master Agreement:

(a) the Landlord Entity has been duly incorporated and is validly subsisting under the Laws of the jurisdiction of its incorporation, and has all requisite corporate capacity, power and authority to carry on its business as now conducted by it and to own its properties and assets and is qualified to carry on business under the Laws of the jurisdictions where it carries on a material portion of its business;

(b) none of the Landlord Entities is a non-resident of Canada within the meaning of the *Income Tax Act* (Canada);

(c) each Landlord Entity (other than CF Carrefour Laval Nominee Inc.) is duly registered under the Excise Tax Act with respect to the GST and under the ARQST with respect to the QST, these registrations are in full force and effect and not have been cancelled, varied or revoked, and its tax numbers are listed as follows:

(i) GST: Le Carrefour Laval REC Inc. re: CF Carrefour Laval: 75552 4675 RT0001; and Ontrea Inc. re: CF Les Promenades St-Bruno: 13009 7066 RT0022; and

(ii) QST: Le Carrefour Laval REC Inc. re: CF Carrefour Laval: 12271 53519 TQ0001; and Ontrea Inc. re: CF Les Promenades St-Bruno: 10238 72982 TQ0003;

(d) the Landlord Entity is the sole registered and/or real and beneficial owner of the Property set out opposite to its name in Schedule "A" and the sole registered and/or real and beneficial owner under the leases of the Premises which form part of such Property, including the Emphyteutic Leases. For clarity, CF Carrefour Laval Nominee Inc. is acting as nominee, mandatary and *prête-nom* for the purposes of holding title to CF Carrefour Laval, on behalf of Le Carrefour Laval REC Inc., who is the sole real and beneficial owner of CF Carrefour Laval;

(e) this Master Agreement has been duly executed and delivered by the Landlord Entity and constitutes legal, valid and binding obligations of the Landlord Entity, enforceable against it in accordance with their respective terms subject only to any limitation under applicable Laws relating to: (i) bankruptcy, winding-up, insolvency, arrangement and other similar Laws of general application affecting the enforcement of creditors' rights, and (ii) the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction; and

(f) the Landlord Entities have, and will have at Closing, all funds on hand necessary to pay the Consideration.

6.3 Landlord Entities' Covenants

(a) The Landlord Entities shall take all commercially reasonable actions as are within their respective power to control, and shall use commercially reasonable efforts to cause other actions to be taken which are not within their respective power to control, so as to fulfill each of the conditions set forth in Article 7 which are for the benefit of the Receiver and the JV Entities.

(b) The Landlord Entities will promptly notify the Receiver and the Receiver will promptly notify the Landlord Entities upon:

(i) becoming aware of any Order or any complaint requesting an Order restraining or enjoining the execution of this Master Agreement or the consummation of any Transaction; or

(ii) receiving any notice from any Governmental Authority of its intention:

(A) to institute a suit or proceeding to restrain or enjoin the execution of this Master Agreement or the consummation of any Transaction; or

(B) to nullify or render ineffective this Master Agreement or any Transaction if consummated.

6.4 Receiver's Covenants

The Receiver shall take all commercially reasonable actions as are within its power to control, and shall use commercially reasonable efforts to cause other actions to be taken which are not within its power to control, so as to ensure compliance with each of the conditions and covenants set forth in Article 5 and to fulfill the conditions set forth in Article 7 which are for the benefit of the Landlord Entities. Moreover, the Receiver shall deliver and provide the Landlord Entities with the Receiver's Certificate on Closing and file it with the Court.

6.5 Tax Matters

In addition to the representations and warranties set forth in Section 6.2, each Landlord Entity (other than CF Carrefour Laval Nominee Inc.), on behalf of itself only, further warrants, represents and covenants to the Receiver and the JV Entities, and acknowledges and confirms that the Receiver and the JV Entities are relying on such representations and warranties, indemnities and covenants in connection with the entering into of this Master Agreement, that:

(a) it is duly registered under the *Excise Tax Act* with respect to the GST and the ARQST with respect to the QST, each of which registrations are and shall remain in full force and effect and shall not have been cancelled or revoked on the Closing Date. The relevant registration numbers of each Landlord Entity is set out in Section 6.2 and shall be provided in its Tax Certificate, Undertaking and Indemnity;

(b) it shall warrant and represent, in its Tax Certificate, Undertaking and Indemnity that it is accepting a surrender related to the Premises of which it holds the beneficial interest as Landlord Entity on the Closing Date, as principal for its own account and not as an agent, nominee, mandatary, prête-nom, trustee or otherwise on behalf of another Person;

(c) in accordance with subsections 221(2) and 228(4) of the *Excise Tax Act* and sections 423 and 438 of the ARQST, it shall self-assess and remit directly to the appropriate Governmental Authority any GST imposed under the *Excise Tax Act* and any QST imposed under the ARQST payable in connection with the surrender of its Agreements and Real Property Interests;

(d) it shall make and file all required return(s) in accordance with the requirements of subsection 228(4) of the *Excise Tax Act* and section 438 of the ARQST;

(e) it shall be responsible for and shall indemnify and save the Receiver and the JV Entities harmless from and against any and all transfer and sales taxes, including GST and QST, as well as any penalties, costs and/or interest which may become payable by or assessed against the Receiver or the JV Entities, including as a result of any failure by the Receiver or the JV Entities to collect and remit any GST payable under the Excise Tax Act or any QST payable under the ARQST, in connection with its Transaction, or as a result of any inaccuracy, misstatement or misrepresentation made by such Landlord Entity on the Closing Date in connection with any matter raised in Sections 6.2 or 6.3, this Section 6.5 or contained in its Tax Certificate, Undertaking and Indemnity or any failure by such Landlord Entity to comply with the provisions of this Section 6.5 or its Tax Certificate, Undertaking and Indemnity; and

(f) It shall be responsible for and pay, in addition to the Consideration, the mutation or transfer duties, if any, payable in respect of the Transaction, the fees of any executing notary, and all registration fees payable in connection with the registration of any of the Closing Documents.

ARTICLE 7
CLOSING

7.1 Conditions of Closing for the Benefit of the Landlord Entities

The Landlord Entities' obligation to complete a Transaction is subject to the following conditions to be fulfilled or performed, on or before the Closing Date, which conditions are for the exclusive benefit of the Landlord Entities and may be waived, in whole or in part, by the Landlord Entities in their sole discretion:

(a) the Receiver shall have executed this Master Agreement and the Closing Documents to the Landlord Entities' satisfaction;

(b) each of the Nominees shall have executed the Supplemental Surrender Agreement and the Closing Documents to the Landlord Entities' satisfaction;

(c) each of the Nominees shall have performed and complied with all of the other terms and conditions in the Supplemental Surrender Agreement on its part to be performed or complied with at or before Closing in all material respects and shall have executed and delivered or caused to have been executed and delivered to the Landlord Entities at Closing all the Closing Documents contemplated or required to be so executed and delivered in the Supplemental Surrender Agreement (including the Deeds of Abandonment);

(d) the representations and warranties of each of the Nominees in the Supplemental Surrender Agreement shall be true and correct as of the Closing Date with the same force and effect, as if such representations and warranties were made on and as of such date and the Landlord Entities shall have received a certificate from a senior officer of each of the Nominees confirming, to his or her knowledge (after due inquiry), without personal liability the truth and correctness of such representations and warranties;

(e) all rent and any amounts owing by the Nominees or the JV Entities to the Landlord Entities pursuant to the SOA have been set off against the Consideration;

(f) the representations and warranties of the Receiver in Section 6.1 shall be true and correct as of the Closing Date with the same force and effect, as if such representations and warranties were made on and as of such date and the Landlord Entities shall have received a certificate from a senior officer of the Receiver confirming, to his or her knowledge (after due inquiry), without personal liability the truth and correctness of such representations and warranties;

(g) the Receiver and the JV Entities shall have performed and complied with all of the other terms and conditions in this Master Agreement on its part to be performed or complied with at or before Closing in all material respects and shall have executed and delivered or caused to have been executed and delivered to the Landlord Entities at Closing all the Closing Documents contemplated or required to be so executed and delivered in this Master Agreement;

(h) the Receiver covenants to terminate, disclaim, surrender or otherwise end effective as of the Closing Date (and to provide evidence by Closing satisfactory to the Landlord Entities of such termination, disclaimer, surrender or end), at their sole cost and expense, all Contracts, any lease, emphyteutic lease, sublease or agreement to lease or sublease pursuant to which any JV Entity holds any interest in, and/or right to occupy, any of the Premises; and

(i) the vacant possession of the Premises shall be delivered to the Landlord Entities on or before the Closing Date in the manner prescribed pursuant to this Master Agreement.

7.2 Conditions of Closing for the Benefit of the Receiver

The Receiver's obligation to complete a Transaction is subject to the following conditions to be fulfilled or performed, on or before the Closing Date, which conditions are for the exclusive benefit of the Receiver and may be waived, in whole or in part, by the Receiver in its sole discretion:

(a) the representations and warranties of each Landlord Entity in Section 6.2 shall be true and correct as of the Closing Date with the same force and effect as if such representations and warranties were made on and as of such date and the Receiver shall have received a certificate from a senior officer of each Landlord Entity confirming, to his or her knowledge (after due inquiry), without personal liability the truth and correctness of such representations and warranties; and

(b) the Landlord Entities shall have paid the Balance in its entirety to the Receiver, in trust, and shall have performed and complied with all of the other terms and conditions in this Master Agreement on their part to be performed or complied with at or before Closing in all material respects and shall have executed and delivered or caused to have been executed and delivered to the Receiver at Closing all the Closing Documents contemplated or required to be so executed and delivered in this Master Agreement.

7.3 Conditions of Closing for the Mutual Benefit of the Parties

The obligations of each of the Receiver and the Landlord Entities to complete a Transaction are subject to the following conditions to be fulfilled or performed, on or before the Closing Date, which conditions are for the mutual benefit of the Receiver and the Landlord Entities and may only be waived, in whole or in part, by agreement of such Parties:

(a) the Approval Order, substantially in the form attached as Schedule "D" shall have been issued and entered by the Court on or before the Outside Date, or such other date as may be agreed upon in writing by the Parties, and the Approval Order shall not be subject to a stay;

(b) the Receiver shall have delivered the Receiver's Certificate; and

(c) no Order shall have been issued which restricts or prevents the completion of the Transaction.

7.4 Closing Documents

On or before Closing, subject to the provisions of this Master Agreement, the Receiver and the Landlord Entities shall execute or cause to be executed and shall deliver or cause to be delivered into escrow as provided for in Section 7.7 (in a sufficient number of original copies or counterparts for each applicable Landlord Entity and the Receiver and, where applicable, in registerable form) the following, which shall be in form and substance reasonably satisfactory to the Landlord Entities and the Receiver and their respective solicitors:

(a) By each of the Receiver and the Landlord Entities:

(i) the Termination Agreement;

(ii) discharge in registerable form consenting to the discharge of all registrations made at the land registry office in respect of any Encumbrance that is not a Permitted Encumbrance; and

(iii) such other documents as each Party or each Party's solicitors shall reasonably require in good faith in accordance with this Master Agreement or as may be required under applicable Laws in order to implement and give effect to the Transactions.

(b) By the Receiver:

(i) the Approval Order;

(ii) the Receiver's Certificate;

(iii) all master keys and duplicate keys relating to the Premises, if any, all security cards and access cards relating to the Premises, if any, and all combinations and passwords to vaults and combination locks and other security features located in the Premises, if any, in each case, to the extent in the possession of the Receiver;

(iv) if requested by Landlord Entities, duly executed discharges, in registerable form, of each and every notice of lease, subleases or similar notice, memorandum or other deed or document of record or registered against title to any of the properties on which the Premises are located, which shall be prepared by the solicitors of the Landlord Entities at the sole cost and expense of the Receiver;

(v) all documents (at the Landlord Entities' satisfaction) evidencing the termination, disclaimer, surrender or end by the Receiver, effective as of the Closing Date, at their sole cost and expense, of all Contracts and all leases, emphyteutic leases, subleases or agreement to lease or sublease pursuant to which the Receiver or the JV Entities holds any interest in, and/or right to occupy, any of the Premises, and provide documentation to the Landlord Entities to their satisfaction evidencing that all such Contracts and subleases or agreement to sublease pursuant to which any Receiver or JV Entity holds any interest in, and/or right to occupy the related Premises have been disclaimed, surrendered, terminated or otherwise ended and provide evidence satisfactory to the Landlord Entities of same;

(vi) such other documents as the Landlord Entities or the Landlord Entities' solicitors shall reasonably require in good faith in accordance with this Master Agreement or as may be required under applicable Laws in order to implement and give effect to the Transactions.

(c) By the Landlord Entities:

(i) each Tax Certificate, Undertaking and Indemnity required pursuant to Section 6.5; and

(ii) such other documents as the Receiver shall reasonably require in good faith in accordance with this Master Agreement or as may be required under applicable Laws.

7.5 Closing Date

(a) Subject to the Approval Order, the completion of a Transaction (the "**Closing**") shall take place at 10:00 a.m. (Montréal time), on the later of (i) September 15th, 2025 or (ii) the date that is five (5) Business Days following the issuance of the Approval Order, or at such other place, on such other date and at such other time as may be agreed upon in writing by the Parties (the "**Closing Date**").

(b) Subject to satisfaction or waiver by the relevant Party or Parties, as applicable, of the conditions of Closing in its favour contained in this Article 7, at Closing, the Landlord Entities shall pay or satisfy the Consideration in accordance with Section 3.1 and the Closing of the Transaction will take effect, pursuant to the Approval Order, upon delivery of the Receiver's Certificate. The Closing shall be deemed to be effective as of the date and time set out on the Receiver's Certificate.

7.6 Confirmation of Satisfaction of Conditions

On the Closing Date, subject to satisfaction or waiver by the relevant Party or Parties, as applicable, of the conditions of Closing in its favour contained in this Article 7, the Parties or their respective solicitors shall confirm to the Receiver the satisfaction of all conditions to Closing, whereupon the Receiver shall execute and deliver copies of the Receiver's Certificate to the Parties and release the Deposit and the Balance to the Receiver, and following Closing forthwith file the Receiver's Certificate with the Court.

7.7 Post-Closing Covenant

Promptly after Closing, the Receiver covenants to remove and to discharge at its cost (and to file at the land registry office all the applicable removal and discharge forms and documentation, and to promptly provide evidence satisfactory to the Landlord Entities of such removal and discharge) all registrations made at the land registry office in respect of (i) any lease, emphyteutic lease, sublease or agreement to lease or sublease pursuant to which any JV Entity or Nominee holds any interest in, and/or any right to occupy, any of the Premises, and (ii) any Encumbrance that is not a Permitted Encumbrance to the extent so directed by the Approval Order.

7.8 Filings and Authorizations

(a) Each of the Receiver and the Landlord Entities, as promptly as practicable after the execution of this Master Agreement, will make, or cause to be made, all such filings and submissions under all Laws applicable to it, as may be required for it to consummate the Transactions in accordance with the terms of this Master Agreement (other than the motion seeking approval of the Transactions and the issuance of the Approval Order). The Receiver and the Landlord Entities shall

co-ordinate and cooperate with one another in exchanging such information and supplying such assistance as may be reasonably requested by each in connection with the foregoing including providing each other with all notices and information supplied to or filed with any Governmental Authority (except for notices and information which the Receiver or the Landlord Entities, in each case acting reasonably, considers highly confidential and sensitive which may be filed on a confidential basis), and all notices and correspondence received from any Governmental Authority.

(b) The Parties acknowledge and agree that the Receiver shall file the Receiver's Certificate with the Court, without independent investigation, upon receiving written confirmation from the Receiver and the Landlord Entities or their respective solicitors that all conditions of Closing have been satisfied or waived, and the Receiver shall have no liability to the Nominees, the JV Entities, the Landlord Entities or any other Person as a result of filing the Receiver's Certificate. The Receiver shall execute, deliver and file the Receiver's Certificate upon the Approval Order having been issued and entered and the Landlord Entities and the Receiver or their respective solicitors confirming to the Receiver that the conditions to Closing have been satisfied or waived.

7.9 Court Matters

(a) The Receiver shall consult and co-ordinate with the Landlord Entities and their respective legal advisors regarding the parties upon whom the motion seeking the Approval Order will be served. In this regard, the Receiver shall provide the Landlord Entities with draft motion materials (including for purpose of clarity any affidavit in support thereof) prior to serving same. The Receiver shall serve all Persons affected by the Approval Order (including any Persons benefiting or affected by Encumbrances that are not Permitted Encumbrances) with motion materials with such notice as required under applicable Laws or as otherwise permitted or required by the Court.

(b) The Landlord Entities shall provide such information and take such actions as may be reasonably requested by the Receiver to assist the Receiver in obtaining the Approval Order and any other order of the Court reasonably necessary to consummate the Transactions.

(c) Upon the execution of this Agreement, the Receiver shall not be entitled to continue to solicit, negotiate, consider or enter into an agreement of purchase and sale or other agreement for an assignment or transfer of all or some of the Agreements with another party.

7.10 Termination

Subject to Section 2.3(c), a Transaction under this Master Agreement may, by notice in writing given at or prior to Closing, be terminated:

(a) by CFCL as agent of the applicable Landlord Entities if any of the conditions in Section 7.1 with respect to such Transaction have not been satisfied on or before the time ascribed for the satisfaction of such condition and the applicable Landlord Entities have not waived such condition;

(b) by the Receiver if any of the conditions in Section 7.2 with respect to such Transaction have not been satisfied on or before the time ascribed for the satisfaction of such condition and the Receiver has not waived such condition; or

(c) by either the Receiver or CFCL as agent of the Landlord Entities if:

(i) any of the conditions in Section 7.3 with respect to such Transaction have not been satisfied on or before the time ascribed for the satisfaction of such condition and the Parties have not waived such condition; or

(ii) if the Closing of such Transaction has not occurred on or prior to the Outside Date, or on or before such later date as the Parties agree to in writing, provided that a Party may not terminate this Master Agreement pursuant to this Section if it has failed to perform any one or more of its obligations or covenants under this Master Agreement and the Closing has not occurred because of such failure.

ARTICLE 8
OTHER PROVISIONS

8.1 Employees

The Parties hereby acknowledge that the Landlord Entities are not engaging, or assuming the employment contract or liabilities relating to, any of the employees of the Nominees or the JV Entities employed at or in connection with the Premises (collectively, the "**Employees**" and each, an "**Employee**"). The JV Entities shall be responsible for, and shall indemnify and save harmless the Landlord Entities and from and against any and all claims that the Landlord Entities may suffer or incur, whether directly or indirectly, as a result of, with respect to or arising out of: (i) any non-fulfillment of any covenant, agreement or obligation on the part of the JV Entities with respect to any of the Employees or any obligation or liability (including, without limitation, the Employee Costs) owed to the Employees; and (ii) any failure to comply with applicable Laws relating to termination, severance, and reasonable notice entitlements and obligations applicable to any Employee. For purposes hereof, the "**Employee Costs**" means all obligations and liabilities to the Employees for salary, wages, benefits, bonus, commissions, overtime pay, accrued time off, banked overtime, vacation pay, holiday pay and any other form of remuneration or compensation accruing to the Employees in respect of work performed on, prior or after the Closing Date, as well as all amounts, premiums or contributions payable to any Governmental Authority or service provider in respect of such Employees' earnings on, prior or after the Closing Date, including employment insurance, Québec Pension Plan, Canada Pension Plan, Québec Health Services Fund, Québec Parental Insurance Plan, contributions to the *Commission des normes, de l'équité, de la santé et de la sécurité du travail*, workers' compensation premiums and group insurance premiums.

8.2 Québec Interpretation Clause

For the purposes of the laws of the Province of Québec in respect of the Agreements relating to immovable property situated in the Province of Québec, all references herein to (i) a "surrender" of the Agreements (other than the emphyteutic leases) shall include the termination and the "resiliation" of such Agreements, (ii) a "surrender" of any Real Property Interests (other than the rights under the Interest emphyteutic leases) shall include a "transfer" of such Real Property Interests, and (iii) a "surrender" of the emphyteutic leases relating to the Premises shall mean the

abandonment of the emphyteusis created under the emphyteutic leases and of the JV Entities' and Nominees' rights, title and interests in the Premises as emphyteuta, as per the Deeds of Abandonment, in favor of the applicable Landlord Entities, free and clear of all Encumbrances other than the Permitted Encumbrances.

8.3 Time of the Essence

Time shall be of the essence of this Master Agreement.

8.4 Entire Agreement

This Master Agreement constitutes the entire agreement between the Parties with respect to the Transactions and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties with respect to the subject matter of this Master Agreement. There are no representations, warranties, covenants, conditions or other agreements, legal or conventional, express or implied, collateral, statutory or otherwise, between the Parties in connection with the subject matter of this Master Agreement, except as specifically set forth in this Master Agreement. The Parties have not relied and are not relying on any other information, discussion or understanding in entering into and completing the Transactions.

8.5 Waiver

(a) No waiver of any of the provisions of this Master Agreement shall be deemed to constitute a waiver of any other provision (whether or not similar), nor shall such waiver be binding unless executed in writing by the Party to be bound by the waiver.

(b) No failure on the part of the Receiver or any of the Landlord Entities to exercise, and no delay in exercising any right under this Master Agreement shall operate as a waiver of such right; nor shall any single or partial exercise of any such right preclude any other or further exercise of such right or the exercise of any other right.

8.6 Further Assurances

Each of the Parties shall at all times hereafter execute and deliver all such further documents and instruments, and shall do such further acts and things as may be reasonably required to give effect to this Master Agreement. In addition, the Parties shall execute and deliver such documentation as may be necessary for the registration, on, before, or after the Closing Date, any and all instruments necessary to vacate and discharge any instruments related to the Agreements that are registered against the title to the Premises.

8.7 Severability

If any provision of this Master Agreement shall be determined by a court of competent jurisdiction to be illegal, invalid or unenforceable, that provision shall be severed from this Master Agreement and the remaining provisions shall continue in full force and effect.

8.8 Governing Law

This Master Agreement shall be interpreted and enforced in accordance with, and the respective rights and obligations of the Parties shall be governed by, the laws of the Province of Québec and the federal laws of Canada applicable in that province.

8.9 English Language

The Parties have requested that this Master Agreement be drafted in English only. *Les parties aux présentes ont demandé à ce que la présente convention soit rédigée en anglais seulement.*

8.10 Statute References

Any reference in this Master Agreement to any statute or any section thereof shall, unless otherwise expressly stated, be deemed to be a reference to such statute or section as amended, restated or re-enacted from time to time.

8.11 Headings

The division of this Master Agreement into Sections, the insertion of headings is for convenience of reference only and are not to be considered in, and shall not affect, the construction or interpretation of any provision of this Master Agreement.

8.12 References

Where in this Master Agreement reference is made to an article or section, the reference is to an article or section in this Master Agreement unless the context indicates the reference is to some other agreement. The terms “this Master Agreement”, “hereof”, “hereunder” and similar expressions refer to this Master Agreement and not to any particular Article, Section or other portion hereof and include any agreement supplemental hereto. The word “includes” or “including” shall mean “includes without limitation” or “including without limitation”, respectively. The word “or” is not exclusive.

8.13 Number and Gender

Unless the context requires otherwise, words importing the singular include the plural and vice versa and words importing gender include all genders.

8.14 Business Days

If any payment is required to be made or other action is required to be taken pursuant to this Master Agreement on a day which is not a Business Day, then such payment or action shall be made or taken on the next Business Day. All actions to be made or taken by a particular Business Day must be made or taken by no later than 5:00 p.m. (Montréal time) on a Business Day and any action made or taken thereafter shall be deemed to have been made and received on the next Business Day.

8.15 Currency and Payment Obligations

Except as otherwise expressly provided in this Master Agreement all dollar amounts referred to in this Master Agreement are stated in Canadian Dollars.

8.16 Notice

(a) Notwithstanding anything to the contrary in any of the Agreements, any notice, consent or approval required or permitted to be given in connection with this Master Agreement or the Agreements (a "**Notice**") shall be in writing and shall be sufficiently given if delivered (whether in person, by courier service or other personal method of delivery), or if transmitted by facsimile or e-mail to the address for notice of the relevant party set out in Schedule "J".

(b) A Notice is deemed to be given and received (i) if sent by personal delivery or same day courier, on the date of delivery if it is a Business Day and the delivery was made prior to 5:00 p.m. (local time in the place of receipt) and otherwise on the next Business Day, (ii) if sent by overnight courier, on the next Business Day, or (iii) if transmitted by facsimile with confirmation of transmission by the originating facsimile before 5:00 p.m. (local time in the place of receipt) on a Business Day, on the same Business Day and otherwise on the next Business Day following the date of confirmation of transmission by the originating facsimile, or (iv) if sent by email before 5:00 p.m. (local time in the place of receipt) on a Business Day, on the same Business Day and otherwise on the next Business Day following the date of sending. Any Party may change its address for service from time to time by providing a Notice in accordance with the foregoing. Any subsequent Notice must be sent to the Party at its changed address. Any element of a Party's address that is not specifically changed in a Notice will be assumed not to be changed. Subject to Section 8.17, sending a copy of a Notice to a Party's legal counsel as contemplated above is for information purposes only and does not constitute delivery of the Notice to that Party. The failure to send a copy of a Notice to legal counsel does not invalidate delivery of that Notice to a Party.

8.17 Solicitors as Agent and Tender

Any Notice, approval, waiver, agreement, instrument, document or communication permitted, required or contemplated in this Master Agreement (including, without limitation, any agreement to amend this Master Agreement) may be given or delivered and accepted or received by the Landlord Entities' solicitors on behalf of the Landlord Entities and by the Receiver's solicitors on behalf of the Receiver and the JV Entities and any tender of Closing Documents may be made upon the Receiver's solicitors and the Landlord Entities' solicitors, as the case may be.

8.18 No Registration of Agreement

Each of the Parties hereto covenants and agrees not to register or cause or permit to be registered this Master Agreement or any notice of this Master Agreement on title to any of the Properties and that no reference to or notice of it or any caution, certificate of pending litigation or other similar court process in respect thereof shall be registered on title to the Properties and/or any part thereof and the Landlord Entities or the Receiver, as the case may be, shall be deemed to be in material default under this Master Agreement if either of them makes, or causes or permits, any registration to be made on title to the Properties and/or any part thereof prior to the successful completion of the Transactions contemplated herein on the Closing Date.

8.19 Third Party Costs

Each of the Parties hereto shall be responsible for the costs of their own solicitors, respectively, in respect of the Transactions.

8.20 Interpretation

The Parties hereto acknowledge and agree that: (a) each Party and its counsel reviewed and negotiated the terms and provisions of this Master Agreement and have contributed to their revision, (b) the rule of construction to the effect that any ambiguities are resolved against the drafting Party shall not be employed in the interpretation of this Master Agreement, and (c) the terms and provisions of this Master Agreement shall be construed fairly as to all parties hereto and not in favour of or against any Party, regardless of which Party was generally responsible for the preparation of this Master Agreement.

8.21 No Third Party Beneficiaries

Each Party hereto intends that this Master Agreement shall not benefit or create any right or cause of action in or on behalf of any Person, other than the Parties hereto and the Receiver, and no Person, other than the Parties hereto and the Receiver, shall be entitled to rely on the provisions hereof in any Claim, proceeding, hearing or other forum.

8.22 Enurement

This Master Agreement shall enure to the benefit of and be binding on and enforceable by and against the parties and their respective successors and permitted assigns (and subject to Section 8.23).

8.23 Assignability

Except for assignments by any Landlord Entity to its Affiliate, in each case where such Affiliate has executed and delivered a written covenant in favour of the Receiver to assume and be solidarily responsible with the applicable Landlord Entity for any and all covenants, obligations and liabilities of the Landlord Entities under this Master Agreement in respect of such interest assigned, neither this Master Agreement nor any of the rights or obligations under this Master Agreement shall be assignable or transferable by any Party without the consent of the other Parties.

8.24 Counterparts and Delivery

All Parties agree that this Master Agreement and any amendments hereto (and any other agreements, Notices, or documents contemplated hereby) may be executed in counterparts and transmitted by telecopier or e-mail (PDF) and that the reproduction of signatures in counterpart by way of telecopier or e-mail (PDF) will be treated as though such reproduction were executed originals.

IN WITNESS WHEREOF the parties executed this Master Agreement.

CF CARREFOUR LAVAL NOMINEE INC.
LE CARREFOUR LAVAL REC INC.
ONTREA INC.

all by their duly authorized agent, THE CADILLAC FAIRVIEW CORPORATION LIMITED

By: _____
Name:
Title:

By: _____
Name:
Title:

THE CADILLAC FAIRVIEW CORPORATION LIMITED, on its own behalf

By: _____
Name:
Title:

By: _____
Name:
Title:

FTI CONSULTING CANADA INC., solely in its capacity as the Court-appointed receiver and manager of 2455034 Ontario Limited Partnership and 2455034 Ontario Inc., and not in its personal or corporate capacity

By: _____

Name:
Title:

SCHEDULE "A"
PREMISES & LANDLORD ENTITIES

Store#	Location	Address	Registered/beneficial owner
Y003A	CF Carrefour Laval	3003 Boul. le Carrefour, Laval, QC H7T 1C7	Registered owner: CF Carrefour Laval Nominee Inc. Beneficial owner: Le Carrefour Laval REC Inc.
Y101	CF Les Promenades St-Bruno	1 Boul. des Promenades, Saint-Bruno-de-Montarville, QC J3V 5K3	Registered owner and beneficial owner: Ontrea Inc.

SCHEDULE "B"
AGREEMENTS

CF Les Promenades St-Bruno			
Agreement Name	**Date**	**Named Landlord Entity(ies) in the Agreement**	**Named Tenant(s)/Other Parties in the Agreement**
LETTER OF INTENT, OCTOBER 30, 1973	October 30, 1973	THE FAIRVIEW CORPORATION LIMITED, as landlord	Simpsons, Limited, as tenant
EMPHYTEUTIC LEASE (THE BAY), JUNE 20, 1977	June 20, 1977	Au Carrefour des Villes Ltée, as landlord	Simpsons, Limited, as tenant
SERVITUDE AGREEMENT, AUGUST 23, 1978	August 23, 1978	Au Carrefour des Villes Ltée, as landlord	Simpsons, Limited, as tenant
OPERATING AGREEMENT (THE BAY), AUGUST 23, 1978	August 23, 1978	Au Carrefour des Villes Ltée, as landlord	Simpsons, Limited, as tenant
AGREEMENT OF SALE AND ASSIGNMENT, JULY 31, 1986	July 31, 1986	N/A	Simpsons, Limited, as vendor/assignor; and Simpsons Properties Limited, as purchaser/assignee
LICENSE AGREEMENT, HBC, JANUARY 31, 1989	January 31, 1989	Au Carrefour des Villes Ltée, as landlord	Simpsons, Limited, as licensor; and Hudson's Bay Company, as licensee
TRANSFER AND ASSIGNMENT (HBC), DECEMBER 11, 1989	December 11, 1989	N/A	Simpsons Properties Limited, as vendor/assignor; Hudson's Bay Company Real Estate Limited, as purchaser/assignee; and Au Carrefour des Villes Ltée, as owner/intervening party
AGREEMENT TO ASSUME LA BAIE LEASE (HBC) - JUNE 1, 1990	June 1, 1990	N/A	Hudson's Bay Company Real Estate Limited, as tenant; Les Promenades St-Bruno Leaseholds Inc., as landlord/opco; Eaton Properties Limited, as co-owner;

			Ivanhoe Inc., as co-owner; and The Cadillac Fairview Corporation Limited, as co-owner
WAIVER, JUNE 1, 1990	June 1, 1990	N/A	Au Carrefour Des Villes Ltée, as landlord/owner; Eaton Properties Limited, as co-owner; Ivanhoe Inc., as co-owner; The Cadillac Fairview Corporation Limited, as co-owner; Les Promenades St-Bruno Leaseholds Inc., as opco/landlord; Numbered Companies, as transferees; and Hudson's Bay Company Real Estate Limited, as assignee
ASSIGNMENT AGREEMENT, JUNE 4, 1990	June 4, 1990	N/A	Au Carrefour des Villes Ltée, as landlord/owner and as assignor; Les Promenades St-Bruno Leaseholds Inc., as opco/landlord and as assignee; The Cadillac Fairview Corporation Limited, as co-owner; Eaton Properties Limited, as co-owner; Ivanhoe Inc., as co-owner; and Hudson's Bay Company Real Estate Limited, as intervening party
AGREEMENT OF ASSUMPTION (HBC), JUNE 29, 2000	June 29, 2000	N/A	The Cadillac Fairview Corporation Limited, as assuming owner/co-owner; Ivanhoe Inc., as previous owner/co-owner; and Hudson's Bay Real Estate Limited, as tenant/obligor
AGREEMENT OF ASSUMPTION (HBC) OCTOBER 30, 2000	October 30, 2000	N/A	The Cadillac Fairview Corporation Limited, as previous owner/co-owner; Ontrea Inc., as assuming owner/co-owner; and Hudson's Bay Real Estate Limited, as tenant/obligor
LAVAL - CONSENT AND AMENDMENT, JUNE 29, 2015	June 29, 2015	N/A	Hudson's Bay Company, as tenant/subtenant; RioCan Real Estate Investment Trust, as party; HBC Quebec GP Inc., as general partner for and on behalf of HBC Quebec LP, as original sublandlord;

			RioCan-HBC GP Inc., as general partner of RioCan-HBC Limited Partnership; RioCan-HBC REIT, as party; 2472598 Ontario Inc., as new sublandlord; and Ontrea Inc., as owner
ST. BRUNO AMENDED AND RESTATED LEASE AND AMENDMENT OF OPERATING AGREEMENT AND SERVITUDE AGREEMENT, JUNE 29, 2015	June 29, 2015	Ontrea Inc., as owner; and 2472596 ONTARIO INC., as landlord	Hudson's Bay Company, as tenant
ST. BRUNO - CONSENT AND AMENDMENT, JUNE 29, 2015	June 29, 2015	N/A	Hudson's Bay Company, as tenant/subtenant; RioCan Real Estate Investment Trust, as party; HBC Quebec GP Inc., as general partner for and on behalf of HBC Quebec LP, as original sublandlord; RioCan-HBC GP Inc., as general partner of RioCan-HBC Limited Partnership; RioCan-HBC REIT, as party; 2472598 Ontario Inc., as new sublandlord; and Ontrea Inc., as owner
ST. BRUNO LEASEHOLD LENDER AGREEMENT, JULY 9, 2015	July 9, 2015	N/A	Bank of Montreal, lender/hypothecary creditor; Ontrea Inc., as landlord/owner; RioCan-HBC GP Inc., as general partner of RioCan-HBC Limited Partnership, as beneficial owner, as borrower; and 2472596 Ontario Inc., as mandatary, prête-nom and nominee for and on behalf of the Borrower, as tenant/nominee
CF Carrefour Laval			
LETTER OF INTENT (THE BAY), JUNE 7, 1972	June 7, 1972	Le Carrefour Laval Ltée, as landlord	Simpsons, Limited, as tenant
EMPHYTEUTIC (GROUND) LEASE (THE BAY), APRIL 9, 1973	April 9, 1973	Le Carrefour Laval Ltée, as landlord	Simpsons, Limited, as tenant
OPERATING AGREEMENT (THE BAY), MARCH 28, 1974	March 28, 1974	Le Carrefour Laval Ltée, as landlord	Simpsons, Limited, as tenant

SERVITUDE AGREEMENT (THE BAY), MARCH 28, 1974	March 28, 1974	Le Carrefour Laval Ltée, as landlord	Simpsons, Limited, as tenant
LETTER AGREEMENT (SIDE AGREEMENT) (THE BAY) NOVEMBER 21, 1975	November 21, 1975	Le Carrefour Laval Ltée, as landlord	Simpsons, Limited, as tenant
NON-DISTURBANCE AGREEMENT (THE BAY), NOVEMBER 27, 1975	November 27, 1975	N/A	The Northwestern Mutual Life Insurance Company; and Simpsons, Limited
LICENSE AGREEMENT (THE BAY) JANUARY 31, 1989	January 31, 1989	N/A	Simpsons, Limited, as licensor; and Hudson's Bay Company ULC, as licensee
DEED OF TRANSFER AND ASSIGNMENT - EMPHYTEUTIC LEASE, DECEMBER 11, 1989	December 11, 1989	N/A	Simpsons Properties Limited, as vendor; Hudson's Bay Company Real Estate Limited, as purchaser; and Au Carrefour - Des Villes Ltée, as intervening party
LETTER OF WAIVER (THE BAY) DECEMBER 11, 1989	December 11, 1989	Le Carrefour Laval Ltée, as landlord	Simpsons, Limited, as tenant
MEMORANDUM OF AGREEMENT, MAY 1, 1990	May 1, 1990	Au Carrefour des Villes Ltée, as landlord	Hudson's Bay Company Real Estate Limited, as tenant
WAIVER REGARDING LA BAIE LEASE (THE BAY), JUNE 1, 1990	June 1, 1990	N/A	Hudson's Bay Company Real Estate Limited, as tenant
AGREEMENT TO ASSUME LA BAI LEASE, JUNE 1, 1990	June 1, 1990	N/A	Hudson's Bay Company Real Estate Limited, as tenant; Le Carrefour Laval Leaseholds Inc., as landlord; Eaton Properties Limited, as co-owner; Ivanhoe Inc., as co-owner; and The Cadillac Fairview Corporation Limited, as co-owner
ASSIGNMENT AGREEMENT (THE BAY) JUNE 4, 1990	June 4, 1990	N/A	Au Carrefour - Des Villes Ltée, as assignor/owner; Le Carrefour Laval Leaseholds Inc., as assignee/landlord; The Cadillac Fairview Corporation Limited, as co-owner; Eaton Properties Limited, as co-owner; Ivanhoe Inc., as co-owner; and

			Hudson's Bay Company Real Estate Limited, as intervening party
AMENDMENT OF EMPHYTEUTIC LEASE AND OPERATING AGREEMENT (THE BAY) NOVEMBER 3, 1999	November 3, 1999	Le Carrefour Laval Leaseholds Inc., as landlord	Hudson's Bay Company Real Estate Limited, as tenant
AGREEMENT OF ASSUMPTION (THE BAY) JUNE 29, 2000	June 29, 2000	N/A	The Cadillac Fairview Corporation Limited, as owner/assignee; Ivanhoe Inc., as owner/assignor; and Hudson's Bay Real Estate Limited, as tenant
FIRST AMENDMENT TO THE OPERATING AGREEMENT, NOVEMBER 24, 2000	November 24, 2000	N/A	Ontrea Inc., as owner; Hudson's Bay Company Real Estate Limited, as tenant; Carrefour Laval Leaseholds Inc., as landlord/intervening party; and Hudson's Bay Company, as intervening party
LEASE, NOVEMBER 24, 2000	November 24, 2000	LE CARREFOUR LAVAL LEASEHOLDS INC., as landlord; and Ontrea Inc., as owner	Hudson's Bay Company Real Estate Limited, as tenant
SECOND AMENDMENT TO THE EMPHYTEUTIC LEASE (THE BAY), NOVEMBER 24, 2000	November 24, 2000	N/A	Hudson's Bay Company Real Estate Limited, as tenant Ontrea Inc., as owner; Carrefour Laval Leaseholds Inc., as landlord/intervening party; and Hudson's Bay Company, as intervening party
AGREEMENT RE INTEREST ON FIXTURING ALLOWANCE, FEBRUARY 1, 2002	February 1, 2002	N/A	Ontrea Inc., as owner; and Hudson's Bay Company Real Estate Limited, as tenant
DEED OF SALE, DECEMBER 28, 2011	December 28, 2011	N/A	Hudson's Bay Company, as vendor; and Hbc Quebec Gp Inc., as purchaser
AMENDMENT TO OPERATING AGREEMENT, July 22, 2013	July 22, 2013	N/A	Ontrea Inc., as owner;

			Le Carrefour Laval Leaseholds Inc., as landlord; HBC Quebec GP Inc., as agent/nominee; Hudson's Bay Company, as tenant; and HBC Quebec LP, as beneficial owner
ASSUMPTION AGREEMENT, MARCH 31, 2015	March 31, 2015	N/A	Hudson's Bay Company, as tenant; HBC Quebec GP Inc., as agent/nominee; HBC Quebec LP, as beneficial owner; Le Carrefour Laval Leaseholds Inc., as landlord/assignor; Ontrea Inc., as owner; and Le Carrefour Laval (2013) Inc., as transferee/new landlord
CARREFOUR LAVAL AMENDED AND RESTATED LEASE (LITTLE LEASE) AND AMENDMENT OF OPERATING AGREEMENT AND SERVITUDE AGREEMENT, JUNE 29, 2015	June 29, 2015	Ontrea Inc., as owner 247298 ONTARIO INC., as landlord	Hudson's Bay Company, as tenant
LAVAL - CONSENT AND AMENDMENT, JUNE 29, 2015	June 29, 2015	N/A	Hudson's Bay Company, as tenant/subtenant; RioCan Real Estate Investment Trust, as party; HBC Quebec GP Inc., as general partner for and on behalf of HBC Quebec LP, as original sublandlord; RioCan-HBC GP Inc., as general partner of RioCan-HBC Limited Partnership; RioCan-HBC REIT, as party; 2472598 Ontario Inc., as new sublandlord; and Ontrea Inc., as owner
ST. BRUNO - CONSENT AND AMENDMENT, JUNE 29, 2015	June 29, 2015	N/A	Hudson's Bay Company, as tenant/subtenant; RioCan Real Estate Investment Trust, as party; HBC Quebec GP Inc., as general partner for and on behalf of HBC Quebec LP, as original sublandlord; RioCan-HBC GP Inc., as general partner of RioCan-HBC Limited Partnership; RioCan-HBC REIT, as party; 2472598 Ontario Inc., as new sublandlord; and

			Ontrea Inc., as owner
AMENDED AND RESTATED LEASE (LITTLE LEASE) JUNE 29, 2015	June 29, 2015	Ontrea Inc., as owner; and 247258 ONTARIO INC., as landlord	Hudson's Bay Company, as tenant
CONSENT AND AMENDMENT- June 29, 2015	June 29, 2015	N/A	Hudson's Bay Company, as tenant; RioCan Real Estate Investment Trust, as party; HBC Quebec GP Inc., as general partner for and on behalf of HBC Quebec LP, as original sublandlord; RioCan-HBC GP Inc., as general partner of RioCan-HBC Limited Partnership; 2472598 Ontario Inc., as new sublandlord; and Ontrea Inc., as owner
LAVAL LEASEHOLD LENDER AGREEMENT, JULY 9, 2015	July 9, 2015	N/A	Bank of Montreal, as hypothecary creditor; Ontrea Inc., as landlord; RioCan-HBC GP Inc., as general partner of RioCan-HBC Limited Partnership, as beneficial owner, as borrower; and 2472598 Ontario Inc., as mandatary, prête-nom and nominee for and on behalf of the borrower, as tenant

SCHEDULE "C"
EXCLUDED ASSETS

1. All chattels and personal or movable property which are owned by the Nominees or the JV Entities.

2. All items, materials and signs bearing the logo, trade-mark, trade-name or business name or other mark or design of the Nominees or the JV Entities.

3. All Inventory.

4. All FF&E which, by virtue of the terms and provisions of the applicable Agreement, is not, or does not become, the property of the applicable Landlord upon the surrender of such Agreement and which has been removed from the Premises by or on behalf of the Nominees or the JV Entities prior to Closing.

5. All computers and related systems and information storage media.

6. All point-of-sale systems and all appurtenances thereto.

7. Any property belonging to the subtenants, franchisees or licensees of the Nominees, the JV Entities or other occupants of the Premises.

8. All insurance policies of the Nominees or the JV Entities.

9. Any and all assets not located at a Premises or any asset not used directly and exclusively at the Premises.

10. The FF&E listed on Schedule "G" which shall be removed from the Premises prior to the Closing Date.

SCHEDULE “D”
FORM OF APPROVAL ORDER

See enclosed.

SCHEDULE "E"
TAX CERTIFICATE, UNDERTAKING AND INDEMNITY

TO: **[2472596 ONTARIO INC. OR 2472598 ONTARIO INC.] [Note: One certificate will be prepared for CF Carrefour Laval and a separate certificate for CF Les Promenades St-Bruno.]**

- and –

FTI CONSULTING CANADA INC., solely in its capacity as the Court-appointed receiver and manager of 2455034 Ontario Limited Partnership and 2455034 Ontario Inc., and not in its personal or corporate capacity (the "**Receiver**")

(collectively, as the "**Tenants**" and each, a "**Tenant**")

RE: Master Agreement dated ■, 2025, made between the Receiver and **[Le Carrefour Laval REC Inc. OR Ontrea Inc., each by their duly authorized agent, THE CADILLAC FAIRVIEW CORPORATION LIMITED] [Note: One certificate will be prepared for CF Carrefour Laval and a separate certificate for CF Les Promenades St-Bruno.]** (the "**Landlord**"), among others, (said agreement as amended, extended, supplemented, restated and/or amended and restated from time to time being collectively, the "**Master Agreement**"), for the surrender of the Premises and the Agreements relating to the Premises (as such terms are defined in the Master Agreement)

All capitalized terms used herein which are not otherwise defined herein shall have the meanings ascribed thereto in the Master Agreement.

In consideration of the completion of the Transaction, the Landlord hereby certifies and agrees as follows:

a) the Landlord is accepting the surrender related to the Premises of which it holds the beneficial interest as Landlord Entity on the date hereof, as principal for its own account and not as an agent, nominee, trustee or otherwise on behalf of or for another Person;

b) the Landlord is registered under the Excise Tax Act with respect to the GST and under the ARQST with respect to the QST and its registration numbers are ■ (for GST/HST) and ■ (for QST), and such registrations are in good standing and have not been varied, cancelled or revoked;

c) the Landlord shall be liable for, shall self-assess and shall remit to the appropriate governmental authority, all GST which is payable under the *Excise Tax Act* and all QST which is payable under the ARQST, in connection with the surrender of the Premises and the Agreements relating to the Premises, all in accordance with the *Excise Tax Act* and the ARQST respectively;

d) the Landlord shall indemnify and save the Receiver, the JV Entities and the Nominees harmless from and against any and all GST, QST, penalties, interest and/or other costs which may become payable by or be assessed against the Tenants, including as a result of any failure by the Receiver, the JV Entities or the Nominees to collect and remit any GST or QST applicable on the surrender relating to the Premises, in connection with the

Transaction or as a result of any inaccuracy, misstatement or misrepresentation by the Landlord in this Tax Certificate, Undertaking and Indemnity or any failure by the Landlord to comply with the provisions of this Tax Certificate, Undertaking and Indemnity; and

e) this Tax Certificate, Undertaking and Indemnity shall survive and not merge upon closing of the above-noted transaction.

[Signature pages follow.]

This Tax Certificate, Undertaking and Indemnity may be executed in counterpart and transmitted by telecopier or e-mail (PDF) and the reproduction of signatures in counterpart by way of telecopier or e-mail (PDF) will be treated as though such reproduction were executed originals.

DATED _____, 2025.

[LANDLORD]

By: _____
Name:
Title:

By: _____
Name:
Title:

SCHEDULE "F"
FORM OF TERMINATION AGREEMENT

THIS TERMINATION AGREEMENT is made as of the ■ day of September, 2025 (the "**Effective Date**").

BETWEEN:

FTI CONSULTING CANADA INC., solely in its capacity as the Court-appointed receiver and manager of 2455034 Ontario Limited Partnership and 2455034 Ontario Inc., and not in its personal or corporate capacity (in such capacity, the "Receiver")

(the "**Tenant**")

- and -

CF CARREFOUR LAVAL NOMINEE INC., LE CARREFOUR LAVAL REC INC. and ONTREA INC., each by their duly authorized agent, THE CADILLAC FAIRVIEW CORPORATION LIMITED

(collectively, as the "**Landlords**" and each, a "**Landlord**")

RECITALS:

A. WHEREAS by leases and agreements more particularly described in the attached Schedule "B" (collectively, the "**Carrefour Laval Agreements**"), the Landlord leased to the Tenant certain premises located in the CF Carrefour Laval shopping centre, as further detailed in Schedule "A" (collectively, the "**Carrefour Laval Premises**").

B. WHEREAS by leases and agreements more particularly described in the attached Schedule "B" (collectively, the "**St-Bruno Agreements**", and together with the Carrefour Laval Agreements, together with all side letters, rent agreements, amendments, modifications, assumptions, assignments and other supplemental agreements thereto, collectively the "**Agreements**"), the Landlord leased to the Tenant certain premises located in CF Promenades St-Bruno centre, as further detailed in Schedule "A" (collectively, the "**St-Bruno Premises**", and together with the Carrefour Laval Premises collectively, the "**Premises**").

C. WHEREAS on June 3, 2025, pursuant to an order (the "**Receivership Order**") of the Ontario Superior Court of Justice (Commercial List) (the "**Court**"), FTI Consulting Canada Inc., was appointed as receiver and manager without security, of all of the assets, undertakings and properties of, *inter alia*, 2455034 Ontario Limited Partnership and 2455034 Ontario Inc.

D. WHEREAS in furtherance of an Order by the Court dated ■, 2025 (the "**Approval Order**"), the parties are entering into this Termination Agreement to provide for the surrender and resiliation of the Agreements by the Tenant to the Landlords in accordance with the Approval Order.

THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1
TERMINATION AND SURRENDER

1.1 Amendment and Early Termination of Agreements

The Landlords and the Tenant hereby agree that the Agreements are hereby amended by reducing the term of the Agreements so that each Agreement will expire at 11:59 p.m. (Eastern Time) on the **[■]** day of September, 2025 (the "**Expiration Date**"), the Tenant hereby agrees that it shall surrender the Agreements and deliver vacant possession of the Premises to the applicable Landlord on the Expiration Date. Neither the Tenant nor the Landlord shall have any further liabilities or obligations under the Agreements, financial or otherwise, as of and as from the Expiration Date.

1.2 Surrender by Tenant

The Tenant hereby surrenders to the Landlords, as of the Expiration Date, the Premises.

ARTICLE 2
GENERAL

2.1 Time of the Essence

Time shall be of the essence of this Termination Agreement.

2.2 Enurement

This Termination Agreement shall become effective when executed and delivered by the Tenant and the Landlords and after that time shall be binding upon and enure to the benefit of the parties and their respective successors and permitted assigns. Neither this Termination Agreement nor any of the rights or obligations under this Termination Agreement shall be assignable or transferable by any party without the consent of the other parties.

2.3 Waiver

(a) No waiver of any of the provisions of this Termination Agreement shall be deemed to constitute a waiver of any other provision (whether or not similar), nor shall such waiver be binding unless executed in writing by the party to be bound by the waiver.

(b) No failure on the part of the Tenant or the Landlords to exercise, and no delay in exercising any right under this Termination Agreement shall operate as a waiver of such right; nor shall any single or partial exercise of any such right preclude any other or further exercise of such right or the exercise of any other right.

2.4 Further Assurances

Each of the parties covenants and agrees to do such things and to execute such further surrenders, releases, conveyances, transfers, documents and assurances as may be deemed necessary or advisable from time to time in order to effect the surrender of the Agreements to the

Landlords and carry out the terms and conditions of this Termination Agreement in accordance with their true intent.

2.5 Severability

If any provision of this Termination Agreement shall be determined to be illegal, invalid or unenforceable, that provision shall be severed from this Termination Agreement and the remaining provisions shall continue in full force and effect.

2.6 Governing Law

This Termination Agreement shall be interpreted and enforced in accordance with, and the respective rights and obligations of the parties shall be governed by, the laws of the Province of Québec and the federal laws of Canada applicable in that province.

2.7 English Language

The parties hereto have requested that this Termination Agreement be drafted in English only. *Les parties aux présentes ont demandé à ce que la présente convention soit rédigée en anglais seulement.*

2.8 Statue References

Any reference in this Termination Agreement to any statute or any section thereof shall, unless otherwise expressly stated, be deemed to be a reference to such statute or section as amended, restated or re-enacted from time to time.

2.9 Headings

The division of this Termination Agreement into Sections, the insertion of headings is for convenience of reference only and are not to be considered in, and shall not affect, the construction or interpretation of any provision of this Termination Agreement.

2.10 References

Where in this Termination Agreement reference is made to an article or section, the reference is to an article or section in this Termination Agreement unless the context indicates the reference is to some other agreement. The terms “this Termination Agreement”, “hereof”, “hereunder” and similar expressions refer to this Termination Agreement and not to any particular Article, Section or other portion hereof and include any agreement supplemental hereto. The word “includes” or “including” shall mean “includes without limitation” or “including without limitation”, respectively. The word “or” is not exclusive.

2.11 Number and Gender

Unless the context requires otherwise, words importing the singular include the plural and vice versa and words importing gender include all genders.

2.12 Counterparts and Delivery

All parties agree that this Termination Agreement may be executed in counterpart and transmitted by telecopier or e-mail (PDF) and that the reproduction of signatures in counterpart by way of telecopier or e-mail (PDF) will be treated as though such reproduction were executed originals.

2.13 Master Agreement

The provisions of the Master Agreement for Surrender and Termination of Leases and Related Agreements, dated ●, 2025 between the Receiver and the Landlords (the "**Master Agreement**") and the Supplemental Surrender Agreement (as defined in the Master Agreement) shall prevail to the extent there is any conflict or inconsistency between the terms and conditions of this Termination Agreement and the terms of the Master Agreement or the Supplemental Surrender Agreement.

[Signature Pages Follow]

IN WITNESS OF WHEREOF the parties duly executed this Termination Agreement.

FTI CONSULTING CANADA INC., solely in its capacity as the Court-appointed receiver and manager of 2455034 Ontario Limited Partnership and 2455034 Ontario Inc., and not in its personal or corporate capacity

By: _____

Name:
Title:

CF CARREFOUR LAVAL NOMINEE INC.
LE CARREFOUR LAVAL REC INC.
ONTREA INC.

all by their duly authorized agent, THE CADILLAC FAIRVIEW CORPORATION LIMITED

By: _____

Name:
Title:

By: _____

Name:
Title:

THE CADILLAC FAIRVIEW CORPORATION LIMITED, on its own behalf

By: _____

Name:
Title:

By: _____

Name:
Title:

SCHEDULE "G"
LIST OF FF&E WHICH SHALL BE REMOVED FROM THE PREMISES

1. All shelving units back of house & in the store.

2. Refrigeration units, coolers and walk-in coolers and related compressor units and equipment, if any.

3. Checkout counters.

4. Non-affixed kiosks.

5. All office equipment inventory.

6. Shopping carts & corrals (even if located outside of the Premises).

7. All computers and related systems and information storage media.

8. All point-of-sales systems and all appurtenances thereto.

SCHEDULE "H"
LIST OF ITEMS WHICH SHALL NOT BE SOLD OR REMOVED FROM THE PREMISES BY THE NOMINEES OR THE JV ENTITIES

1. Elevators and related systems and equipment.
2. Escalators and related systems and equipment.
3. Any HVAC systems and equipment.
4. Ceiling lights and tiles.
5. Flooring.
6. All washrooms (sinks, toilets, urinals & stall partition) and fixtures.
7. All doors and related hardware – exterior, interior and loading.
8. All roofing systems.
9. Fire safety systems and equipment (other than removable fire extinguishers).
10. Any Mechanical, electrical and plumbing systems and equipment.
11. All generators, balers and trash compactors.
12. Property and assets owned by any of the Landlord Entities or an owner of any Property.

SCHEDULE "I"
PERMITTED ENCUMBRANCES

None.

SCHEDULE "J"
ADDRESSES FOR NOTICE

A. For Notices to the Landlord Entities:

Cadillac Fairview
20 Queen St. West, 5th Floor
Toronto, Ontario M5H 3R4

Attn: Corinne Pruzanski, Executive Vice President, General Counsel & Corporate Secretary
Telephone: T: (416) 598-8390 M: (416) 230-8720

Email: corinne.pruzanski@cadillacfairview.com

With a copy to:

Davies Ward Phillips & Vineberg S.E.N.C.R.L., s.r.l.
1501 avenue McGill College, 27th floor
Montréal (Québec) H3A 3N9
Attn: Anthony Arquin
Email: aarquin@dwpv.com

B. For Notices to the Receiver:

FTI CONSULTING CANADA INC.,
in its capacity as receiver and manager of
the assets, properties and undertakings of
2455034 Ontario Limited Partnership, among others,
and not in its personal or corporate capacity

TD Waterhouse Tower
79 Wellington Street West
Suite 2010, P.O. Box 104
Toronto, Ontario M5K 1G8

Attn: Paul Bishop and Jim Robinson
Email:paul.bishop@fticonsulting.com;
jim.robinson@fticonsulting.com

With a copy to:

Norton Rose Fulbright Canada LLP
222 Bay Street, Suite 3000
Toronto, Ontario
M5K1E7

Attn: Evan Cobb and Orestes Pasparakis
Email:evan.cobb@nortonrosefulbright.com;
orestes.pasparakis@nortonrosefulbright.com

SCHEDULE “K”
FORMS OF DEEDS OF ABANDONMENT

See enclosed.

APPENDIX “J”

THIS SUPPLEMENTAL SURRENDER AGREEMENT dated with effect as of September 24, 2025 (the "**Execution Date**").

AMONG

CF CARREFOUR LAVAL NOMINEE INC.
and
LE CARREFOUR LAVAL REC INC.
and
ONTREA INC.,
each by their duly authorized agent, THE CADILLAC FAIRVIEW CORPORATION LIMITED

(collectively, the "**Landlord Entities**" and individually a "**Landlord Entity**")

OF THE FIRST PART,

- and -

2472596 ONTARIO INC.
and
2472598 ONTARIO INC.

(collectively, the "**Nominees**" and individually, a "**Nominee**")

OF THE SECOND PART,

- and -

FTI CONSULTING CANADA INC., solely in its capacity as the Court-appointed receiver and manager of 2455034 Ontario Inc. and 2455034 Ontario Limited Partnership, and not in its personal or corporate capacity (the "**Receiver**")

OF THE THIRD PART,

- and -

1242939 B.C. ULC (formerly HUDSON'S BAY COMPANY ULC / COMPAGNIE DE LA BAIE D'HUDSON SRI)

("**HBC**")

OF THE FOURTH PART

RECITALS

A. WHEREAS the Landlord Entities are the owners and landlords of the Properties and lease the Premises at the Properties to 2455034 Ontario Inc. and 2455034 Ontario Limited Partnership (collectively the "**JV Entities**" and individually a "**JV Entity**") and the Nominees pursuant to the Agreements.

B. WHEREAS HBC has an interest in certain of the Agreements.

C. WHEREAS on June 3, 2025, pursuant to an order (the "**Receivership Order**") of the Ontario Superior Court of Justice (Commercial List) (the "**Court**"), the Receiver was appointed as receiver and manager without security, of all of the assets, undertakings and properties of, *inter alia*, the JV Entities.

D. WHEREAS the Receiver and the Landlord Entities have entered into a Master Agreement for Surrender and Termination of Leases and Related Agreements dated the date hereof (the "**MSA**") pursuant to which the Receiver agreed to surrender to the applicable Landlord Entities and to terminate, and the applicable Landlord Entities have agreed to accept such surrender and termination from the Receiver, of all of the Receiver's and each JV Entity's right, title and interest in the Agreements, the Premises and the Real Property Interests.

E. WHEREAS the Nominees are the registered emphyteutic lessees of the Premises and have agreed pursuant to nominee agreements dated July 9, 2015 with 2455034 Ontario Limited Partnership (the "**Nominee Agreements**") to hold such registered title solely as nominee, mandatary or prête-nom for and on behalf of 2455034 Ontario Limited Partnership.

F. WHEREAS pursuant to Section 3(b) of the Nominee Agreements and at the request and direction of 2455034 Ontario Limited Partnership, the Nominees and HBC have agreed to enter into this supplemental surrender agreement (this "**Supplemental Agreement**") to facilitate and give effect to the transaction set out in this Supplemental Agreement and the Transactions described in the MSA.

G. WHEREAS this Supplemental Agreement is subject to approval by the Court, and the completion of the Transaction is subject to the Court issuing the Approval Order and the Receiver issuing the Receiver's Certificate.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Supplemental Agreement and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Nominees, HBC, the Receiver (solely in its capacity as the Court-appointed receiver and manager of the JV Entities, and not in its personal or corporate capacity) and the Landlord Entities (individually a "**Party**" and collectively the "**Parties**") covenant and agree as follows:

ARTICLE 1
DEFINITIONS

1.1 Definitions

Unless otherwise provided for herein, all capitalized terms when used in this Supplemental Agreement shall have the meaning ascribed thereto in the MSA.

In this Supplemental Agreement,

"**Agreements**" has the meaning as defined in the MSA, and includes all side letters, rent agreements, amendments, modifications, assumptions, assignments, and other supplemental agreements thereto from time to time.

"**Approval Order**" has the meaning as defined in the MSA, but also includes a companion order to be obtained in the CCAA Proceedings.

"**JV Rent Charge**" has the meaning as set out in the amended and restated initial order governing the CCAA Proceedings but only to the extent arising in respect of the Premises.

"Real Property Interests" has the same meaning as defined in the MSA, but each reference to "Nominees" shall be deemed to include "Nominees and/or HBC".

"**Transaction**" means collectively, (i) the surrender of the right, title and interest of each of the Nominees and HBC in the Agreements, the Premises and their Real Property Interests, and (ii) the releases set out in Section 3.4.

ARTICLE 2
SURRENDER AND TERMINATION TRANSACTIONS

2.1 Offer and Acceptance

The Nominees and HBC hereby agree to surrender to the applicable Landlord Entities and to terminate, disclaim, or resiliate, and the applicable Landlord Entities hereby agree to accept such surrender, disclaimer, resiliation and termination from the Nominees and HBC, of their respective right, title and interest in the Agreements, the Premises and the Real Property Interests with effect on the Closing Date, the whole in accordance with the terms and conditions of this Supplemental Agreement.

2.2 "As Is, Where Is"

Notwithstanding the foregoing or anything else contained herein or elsewhere, each Landlord Entity and each JV Entity hereby acknowledges and agrees, on behalf of itself, that as of the Execution Date and the Closing Date:

(a) Except as expressly stated in this Supplemental Agreement, the Landlord Entities are accepting the surrender of the right, title and interest of the Nominees and HBC in the Agreements, the Real Property Interests and the Premises on an "as is, where is" basis, without any written or oral statements, representations, warranties, promises or guarantees of any nature or kind whatsoever by or on behalf of any Party, either legal or conventional, express or implied (by operation of law or otherwise) as to the state of title thereto, the existence or state of any encumbrances or Off-Title Compliance Matters, the condition of any of the Premises and the Real Property Interests and the status of any of the Agreements, the existence of any default on the part of any Party, the physical, environmental or other condition of, in, on, under or in the vicinity of any of the Premises, the structural integrity or any other aspect of the physical condition of the Premises, the conformity of the Premises to past, current or future applicable zoning or building code requirements or other applicable Laws, the existence of soil instability, past soil repairs, soil additions or conditions of soil fill or any other matter affecting the stability or integrity of the Premises, the sufficiency of any drainage, the availability of public utilities, access, parking and/or services for the Premises, the fitness or suitability of the Premises for occupancy or any intended use (including matters relating to health and safety), the potential for further development of the Premises, the existence of land use, zoning or building entitlements affecting the Premises, the presence, release or use of wastes of any nature, hazardous materials, pollutants, contaminants or other regulated substances in, under, on or about the Premises or any neighbouring lands; and

without limiting the foregoing, the Parties agree to exclude, to the extent applicable, the effect of the legal warranty provided for by Article 1716 of the Civil Code of Québec and that each Landlord Entity and JV Entity is accepting a surrender of the Agreements, the Real Property Interests and the Premises at its own risk within the meaning of Article 1733 of the Civil Code of Québec ("**CCQ**");

(b) It is expressly acknowledged by the Landlord Entities and JV Entities that, except as expressly stated in this Supplemental Agreement, no written or oral statement, representation, warranty, promise or guarantee of any nature or kind whatsoever, either legal or conventional, express or implied (by operation of law or otherwise), is made by the Nominees or HBC and/or their respective legal counsel or other advisors or other representatives as to the accuracy, currency or completeness of any disclosure in respect of any of the Real Property Interests, the Premises, the Agreements or any encumbrances to any of them, and each of them expressly disclaims any and all liabilities with respect to such disclosure and any and all errors therein or omissions therefrom;

(c) The decision of the Landlord Entities and the JV Entities to enter into this Supplemental Agreement was made of their own accord without reference to or reliance upon any disclosure made by the Nominees, HBC and/or the Receiver (on behalf of the JV Entities) and/or their respective legal counsel or other advisors or representatives.

(d) The Agreements, the Real Property Interests or the Premises may be subject to certain Off-Title Compliance Matters, municipal requirements, including building or zoning by-laws and regulations, servitudes, easements for hydro, gas, telephone affecting same, and like services to the Premises, and restrictions, covenants and other encumbrances affecting the Premises. Without limiting the foregoing, the Nominees and HBC shall not be responsible for rectification of any matters disclosed by any Governmental Authority or quasi-governmental authority having jurisdiction.

(e) For greater certainty, the obligations of the Nominees and HBC are limited solely to their respective obligations expressly set out in this Supplemental Agreement and the Termination Agreement and the Deeds of Abandonment, and neither the Nominees nor HBC will have any obligation of any kind under or in respect of the MSA (including without limitation, any obligation to remove any FF&E or any other chattels or signage of any kind).

2.3 Obligations of Parties

(a) Each Party is entering into this Supplemental Agreement and delivering the Termination Agreement and the Deeds of Abandonment: (i) as an individual party on its own behalf, and not on behalf of any other Party; (ii) as to the respective right, title or interest of such Party in the Agreements, the Premises and the Real Property Interests, and not on a joint or solidary basis.

(b) In no event shall any Party have any obligation or liability in respect of any representations or warranties or any covenants, liabilities, obligations or indemnities made or incurred by another Landlord Entity in or pursuant to this Supplemental Agreement and/or any document in connection with the Closing. In

the event of any conflict, inconsistency or ambiguity between the provisions of this Section 2.3 and any other provisions of this Supplemental Agreement and/or any of the documents delivered in connection with the Closing, the provisions of this Section 2.3 shall prevail.

(c) For greater certainty, the Parties hereby agree that nothing in this Supplemental Agreement shall limit, restrict, amend, modify or otherwise affect the obligations of the Landlord Entities or the JV Entities under the MSA.

(d) Each Party acknowledges and agrees that the Receiver is entering into this Supplemental Agreement in its capacity as court-appointed receiver of the JV Entities for the purpose of binding the JV Entities to the terms of this Supplemental Agreement, and not in its personal or corporate capacity and without personal or corporate liability.

(e) Notwithstanding anything else contained herein or elsewhere, in the event of a breach or default hereunder by any Party, the recourse of the other Parties will be limited to the right to seek an order for specific performance.

2.4 Post-Filing Obligations

The obligations, undertakings, covenants, representations and warranties of the Nominees or the JV Entities to the Landlord Entities contained in Section 3.2 and Section 3.4 herein shall constitute "post-filing" obligations of the Nominees within the CCAA Proceedings and post filing obligations of the JV Entities in the Receivership Proceeding, as applicable, and shall not be disclaimed, repudiated, rejected, compromised or subject to any plan of compromise or arrangement or proposal.

ARTICLE 3
CONSIDERATION

3.1 Surrender Consideration

Each Party acknowledges and agrees that it has received good and valuable consideration for entering into and performing its respective obligations under this Supplemental Agreement, the Termination Agreement and the Deeds of Abandonment, including the surrenders and releases contemplated by Section 3.2 and Section 3.4.

3.2 Surrender of Agreements

The Nominees and, if applicable, HBC, the Receiver (on behalf of the JV Entities), and the Landlord Entities shall execute and deliver on the Closing Date a Termination Agreement substantially in the form attached as **Schedule "C"** and the Deeds of Abandonment substantially in the form attached as **Schedule "D"**, effective as of 11:59 p.m. on the day of the Closing Date. For greater certainty, (i) the Termination Agreement shall not apply to the deeds of abandonment entered into concurrently with the Termination Agreement in respect of the emphyteutic leases of the Premises (the "**Deeds of Abandonment**"), and (ii) no Termination Agreement or Deed of Abandonment shall take effect unless and until Closing occurs. As and from the Closing Date, each of the Nominees, HBC and the JV Entities acknowledge and agree that they will have no further right, title or interest in and to the Agreements, the Real Property Interests and the Premises whether pursuant to the Agreements or otherwise.

The Nominees and the JV Entities hereby irrevocably agree and confirm the revocation of the waiver by such parties of their abandonment right set forth in section 13.18 of the emphyteutic lease for the Premises located at CF Les Promenades St-Bruno and section 14.18 of the emphyteutic lease for the Premises located at CF Carrefour Laval. Notwithstanding article 1211 of the CCQ and the aforesaid provisions of the emphyteutic leases, the Parties hereby agree and confirm the validity of the abandonment of the emphyteusis created under the emphyteutic leases and of the Nominees' rights, title and interests in the Premises as emphyteuta, as per the Deeds of Abandonment, in each case subject to the provisions of this Supplemental Agreement.

3.3 No Assumed Liabilities

Nothing herein shall cause the Landlord Entities to assume any obligations or liabilities of the Nominees or the JV Entities to third parties with respect to the Agreements, the Premises or the Real Property Interests, whether in respect of the period on, before or after the Closing Date, or otherwise arising, incurred or accrued on or after the Closing Date whether in respect of the period on, before or after the Closing Date. The foregoing shall be further incorporated in the Termination Agreement.

3.4 Reciprocal Releases

The Parties hereby agree that, effective only upon the Closing: (i) each Landlord Entity and each JV Entity, on its own behalf and on behalf of its successors and assigns (collectively the "**Landlord/JV Entity Releasors**", and individually, a "**Landlord/JV Entity Releasor**"), hereby forever fully and unconditionally releases, acquits, waives and forever discharges HBC and each of the Nominees and each of their respective members, partners, directors, officers, employees, agents, shareholders, successors and permitted assigns (collectively, the "**HBC/Nominee Releasees**" and individually a "**HBC/Nominee Releasee**") and (ii) each of HBC and their Nominees, on its own behalf and on behalf of its successors and assigns (collectively the "**HBC/Nominee Releasors**", and individually, a "**HBC/Nominee Releasor**"), hereby forever fully and unconditionally releases, acquits, waives and forever discharges each of the Landlord Entities and each of the JV Entities, and each of their respective members, partners, directors, officers, employees, agents, shareholders, successors and permitted assigns (collectively, the "**Landlord/JV Entity Releasees**" and individually a "**Landlord/JV Entity Releasee**"), in each case from any and all actual or potential claims, demands, complaints, grievances, actions, applications, proceedings, suits, causes of action, Orders, charges, indictments, prosecutions or other similar processes, assessments or reassessments, judgments, debts, liabilities, expenses, costs, dues, accounts, bonds, damages or losses, contingent or otherwise, whether liquidated or unliquidated, matured or unmatured, disputed or undisputed, contractual, legal or equitable, including loss of value, reasonable professional fees, including fees and disbursements of legal counsel on a full indemnity basis, and all actual and documented costs incurred in investigating or pursuing any of the foregoing or any proceeding relating to any of the foregoing (collectively, the "**Claims**"), whether known or unknown, howsoever arising of every nature and kind whatsoever that the Landlord/JV Entity Releasors or the HBC/Nominee Releasors (as applicable, the "**Releasors**") ever had, now have or hereafter can, shall or may have against any of the Landlord/JV Entities Releasees or the HBC/Nominee Releasees (as applicable, the "**Releasees**") in any way relating to or arising from any of the Agreements, Premises or the Real Property Interests, but excluding in each case: (a) Claims other than in respect of the Agreements, the Premises and the Real Property Interests, (b) the obligations of the Releasees under this Supplemental Agreement; and (c) Claims secured by the JV Rent Charge.

Each of the Releasors covenants and agrees, effective only upon the Closing, not to make any Claims against any Person which might Claim over against any of the Releasees, or who might claim contribution or indemnity from any of the Releasees in connection with the matters which are herein released. In the event that, as of and from the Closing, any of the Releasors hereafter makes any Claims against any of the Releasees or against any Person who may Claim over or claim contribution or indemnity against any of the Releasees with respect to any of the matters herein released: (i) such Releasor shall immediately discontinue such Claim upon receipt of written notice from a Releasee, (ii) such Releasor shall be liable for all legal and related costs and expenses incurred by the affected Releasee on a full indemnity basis; and (iii) this release shall operate conclusively as an estoppel and complete bar to any such Claim, may be pleaded as a complete defence and reply in the event of such Claim, and may be relied upon in any proceeding to dismiss such Claim and no objection will be raised by the party which commenced such Claim to the effect that the other parties to such Claim are not parties to this release.

3.5 Trade-Marks

Notwithstanding the foregoing or anything else contained herein or elsewhere, each of the Landlord Entities and the JV Entities acknowledge and agree that: (a) no signs, trade-marks, trade-names, logos, commercial symbols, business names or other intellectual property rights identifying “La Baie d’Hudson” or “Hudson’s Bay” are conveyed or intended to be conveyed to the Landlord Entities pursuant to the Transactions; and (b) all right, title and interest of the Nominees and HBC in and to all of its existing signs, trade-marks, trade-names, logos, commercial symbols, business names or other intellectual property rights identifying “La Baie d’Hudson” or “Hudson’s Bay” or containing the words “La Baie d’Hudson” or “Hudson’s Bay” are hereby specifically reserved and excluded from the Transaction. It is understood and agreed that the Landlord Entities shall have the right to dispose of (but not sell) any FF&E signage including “La Baie d’Hudson” or “Hudson’s Bay” signage abandoned and left at the Properties.

ARTICLE 4
REPRESENTATIONS, WARRANTIES & COVENANTS

4.1 Representations and Warranties of the Nominees

Each of the Nominees (solidarily between themselves) represents and warrants to and in favour of each Landlord Entity, as to the following and acknowledges and confirms that the Landlord Entities are relying upon such representations and warranties in connection with the entering into of this Supplemental Agreement:

(a) none of the Nominees is a non-resident of Canada within the meaning of the *Income Tax Act* (Canada); and

(b) subject to obtaining the Approval Order, this Supplemental Agreement will constitute a valid and binding obligation of each Nominee, enforceable against each Nominee in accordance with its terms.

4.2 Landlord Entities’ Representations and Warranties

Each Landlord Entity represents and warrants on behalf of itself only, as of the Execution Date and as of Closing, as to the following and acknowledges and confirms that each of the Nominees and HBC is relying upon such representations and warranties in connection with the entering into of this Supplemental Agreement:

(a) the Landlord Entity has been duly incorporated and is validly subsisting under the Laws of the jurisdiction of its incorporation, and has all requisite corporate capacity, power and authority to carry on its business as now conducted by it and to own its properties and assets and is qualified to carry on business under the Laws of the jurisdictions where it carries on a material portion of its business;

(b) none of the Landlord Entities is a non-resident of Canada within the meaning of the *Income Tax Act* (Canada);

(c) each Landlord Entity (other than CF Carrefour Laval Nominee Inc.) is duly registered under the Excise Tax Act with respect to the GST and under the ARQST with respect to the QST, these registrations are in full force and effect and not have been cancelled, varied or revoked, and its tax numbers are listed as follows:

(i) GST: Le Carrefour Laval REC Inc. re: CF Carrefour Laval: 75552 4675 RT0001; and Ontrea Inc. re: CF Les Promenades St-Bruno: 13009 7066 RT0022; and

(ii) QST: Le Carrefour Laval REC Inc. re: CF Carrefour Laval: 12271 53519 TQ0001; and Ontrea Inc. re: CF Les Promenades St-Bruno: 10238 72982 TQ0003;

(d) this Supplemental Agreement has been duly executed and delivered by the Landlord Entity and constitutes legal, valid and binding obligations of the Landlord Entity, enforceable against it in accordance with their respective terms subject only to any limitation under applicable Laws relating to: (i) bankruptcy, winding-up, insolvency, arrangement and other similar Laws of general application affecting the enforcement of creditors' rights, and (ii) the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction.

4.3 JV Entities' Representations and Warranties

Each of the JV Entities and the Receiver represents and warrants, as of the Execution Date and as of Closing, as to the following and acknowledges and confirms that the Landlord Entities, the Nominees and HBC are relying upon such representations and warranties in connection with the entering into of this Supplemental Agreement:

(a) subject to obtaining the Approval Order, this Supplemental Agreement will constitute a valid and binding obligation of the JV Entities, enforceable against the JV Entities in accordance with its terms.

ARTICLE 5
CLOSING

5.1 Conditions of Closing for the Benefit of the Landlord Entities

The Landlord Entities' obligation to complete the Transaction is subject to the following conditions to be fulfilled or performed, on or before the Closing Date, which conditions are for the exclusive benefit of the Landlord Entities and may be waived, in whole or in part, by the Landlord Entities in their sole discretion:

(a) the representations and warranties of the Nominees in Section 4.1 shall be true and correct as of the Closing Date with the same force and effect, as if such representations and warranties were made on and as of such date and the Landlord Entities shall have received a certificate from a senior officer of the each of the Nominees confirming, to his or her knowledge (after due inquiry), without personal liability the truth and correctness of such representations and warranties.

5.2 Conditions of Closing for the Benefit of the Nominees and HBC

The obligation of the Nominees and HBC to complete the Transaction is subject to the following conditions to be fulfilled or performed, on or before the Closing Date, which conditions are for the exclusive benefit of the Nominees and HBC and may be waived, in whole or in part, by the Nominees and HBC in their sole discretion:

(a) the representations and warranties of each Landlord Entity in Section 4.2 shall be true and correct as of the Closing Date with the same force and effect as if such representations and warranties were made on and as of such date and the Nominees and HBC shall have received a certificate from a senior officer of each Landlord Entity confirming, to his or her knowledge (after due inquiry), without personal liability the truth and correctness of such representations and warranties.

5.3 Conditions of Closing for the Mutual Benefit of the Parties

The obligations of each of the Parties to complete the Transaction are subject to the following conditions to be fulfilled or performed, on or before the Closing Date, which conditions are for the mutual benefit of the Parties and may only be waived, in whole or in part, by agreement of such Parties:

(a) the Approval Order shall have been issued and entered by the Court on or before September 30, 2025, or such other date as may be agreed upon in writing by the Parties, and the Approval Order shall not be subject to a stay;

(b) the Receiver shall have delivered the Receiver's Certificate;

(c) no Order shall have been issued which restricts or prevents the completion of the Transaction; and

(d) the Transactions contemplated by the MSA are closed concurrently with the Transaction contemplated by this Supplemental Agreement.

5.4 Closing Documents

On or before Closing, subject to the provisions of this Supplemental Agreement, the Nominees, HBC and the Landlord Entities shall execute or cause to be executed and shall deliver or cause to be delivered into escrow (in a sufficient number of original copies or counterparts for each applicable Landlord Entity and the Nominees and, where applicable, in registerable form) the following, which shall be in form and substance reasonably satisfactory to the Landlord Entities and the Nominees and their respective solicitors:

(a) By each of the Nominees, HBC and the Landlord Entities:

(i) the Termination Agreement for each of the Agreements.

(b) By the Nominees and HBC:

(i) the Deeds of Abandonment to be executed before a notary.

5.5 Closing Date

(a) Subject to the Approval Order, the completion of a Transaction (the "**Closing**") shall take place at the times and locations set out in the MSA.

(b) The Closing shall be deemed to be effective as of the date and time set out on the Receiver's Certificate.

5.6 Confirmation of Satisfaction of Conditions

On the Closing Date, subject to satisfaction or waiver by the relevant Party or Parties, as applicable, of the conditions of Closing in its favour contained in this Article 5, the Parties or each Party and its respective solicitors shall confirm to each of the other Parties the satisfaction of all conditions to Closing.

5.7 Termination

This Supplemental Agreement may be terminated by written notice from any of the Nominees, HBC or the Landlord Entities upon any termination of the MSA.

ARTICLE 6
OTHER PROVISIONS

6.1 Québec Interpretation Clause

For the purposes of the laws of the Province of Québec in respect of the Agreements relating to immovable property situated in the Province of Québec, all references herein to (i) a "surrender" of the Agreements (other than the emphyteutic leases) shall include the termination and the "resiliation" of such Agreements, (ii) a "surrender" of any Real Property Interests (other than the rights under the Interest emphyteutic leases) shall include a "transfer" of such Real Property Interests, and (iii) a "surrender" of the emphyteutic leases relating to the Premises shall mean the abandonment of the emphyteusis created under the emphyteutic leases and of the rights, title and interests of the Nominees in the Premises as emphyteuta, as per the Deeds of Abandonment, in favor of the applicable Landlord Entities.

6.2 Time of the Essence

Time shall be of the essence of this Supplemental Agreement.

6.3 Entire Agreement

There are no representations, warranties, covenants, conditions or other agreements, legal or conventional, express or implied, collateral, statutory or otherwise, between the Parties in connection with the subject matter of this Supplemental Agreement, except as specifically set

forth in this Supplemental Agreement. The Parties have not relied and are not relying on any other information, discussion or understanding in entering into and completing the Transaction.

6.4 Further Assurances

Each of the Parties shall at all times hereafter execute and deliver all such further documents and instruments and shall do such further acts and things as may be reasonably required to give effect to this Supplemental Agreement, provided that in the case of HBC and the Nominees, it shall not be required to incur any expense or obligations of any kind (including any legal costs) and shall not have any obligation to obtain any approvals, consents, discharges or other documents or instruments of any kind from any other person or entity.

6.5 Severability

If any provision of this Supplemental Agreement shall be determined by a court of competent jurisdiction to be illegal, invalid or unenforceable, that provision shall be severed from this Supplemental Agreement and the remaining provisions shall continue in full force and effect.

6.6 Governing Law

This Supplemental Agreement shall be interpreted and enforced in accordance with, and the respective rights and obligations of the Parties shall be governed by, the laws of the Province of Québec and the federal laws of Canada applicable in that province.

6.7 English Language

The Parties have requested that this Supplemental Agreement be drafted in English only. *Les parties aux présentes ont demandé à ce que la présente convention soit rédigée en anglais seulement.*

6.8 Statute References

Any reference in this Supplemental Agreement to any statute or any section thereof shall, unless otherwise expressly stated, be deemed to be a reference to such statute or section as amended, restated or re-enacted from time to time.

6.9 Headings

The division of this Supplemental Agreement into Sections, the insertion of headings is for convenience of reference only and are not to be considered in, and shall not affect, the construction or interpretation of any provision of this Supplemental Agreement.

6.10 References

Where in this Supplemental Agreement reference is made to an article or section, the reference is to an article or section in this Supplemental Agreement unless the context indicates the reference is to some other agreement. The terms “this Supplemental Agreement”, “hereof”, “hereunder” and similar expressions refer to this Supplemental Agreement and not to any particular Article, Section or other portion hereof and include any agreement supplemental hereto. The word “includes” or “including” shall mean “includes without limitation” or “including without limitation”, respectively. The word “or” is not exclusive.

6.11 Number and Gender

Unless the context requires otherwise, words importing the singular include the plural and vice versa and words importing gender include all genders.

6.12 Notice

(a) Notwithstanding anything to the contrary in any of the Agreements, any notice, consent or approval required or permitted to be given in connection with this Supplemental Agreement or the Agreements (a "**Notice**") shall be in writing and shall be sufficiently given if delivered (whether in person, by courier service or other personal method of delivery), or if transmitted by facsimile or e-mail to the address for notice of the relevant party set out below:

A. For notices to the Nominees and HBC:

C/O Stikeman Elliott LLP
Commerce Court West,
199 Bay St. #5300,
Toronto, ON
M5L 1B9

Attn: Elizabeth Pillon and Douglas Klaassen
Email: lpillon@stikeman.com ; dklaassen@stikeman.com

B. For Notices to the Landlord Entities:

Cadillac Fairview
20 Queen St. West, 5th Floor
Toronto, Ontario M5H 3R4

Attn: Corinne Pruzanski, Executive Vice President, General Counsel & Corporate Secretary
Telephone: T: (416) 598-8390 M: (416) 230-8720

Email: corinne.pruzanski@cadillacfairview.com

With a copy to:

Davies Ward Phillips & Vineberg S.E.N.C.R.L., s.r.l.
1501 avenue McGill College, 27th floor
Montréal (Québec) H3A 3N9
Attn: Anthony Arquin
Email: aarquin@dwpv.com

C. For Notices to the JV Entities or the Receiver:

FTI CONSULTING CANADA INC.,
in its capacity as receiver and manager of
the assets, properties and undertakings of
2455034 Ontario Limited Partnership, among others,
and not in its personal or corporate capacity

TD Waterhouse Tower
79 Wellington Street West
Suite 2010, P.O. Box 104
Toronto, Ontario M5K 1G8

Attn: Paul Bishop and Jim Robinson
Email:paul.bishop@fticonsulting.com;
jim.robinson@fticonsulting.com

With a copy to:

Norton Rose Fulbright Canada LLP
222 Bay Street, Suite 3000
Toronto, Ontario
M5K1E7

Attn: Evan Cobb and Orestes Pasparakis
Email:evan.cobb@nortonrosefulbright.com;
orestes.pasparakis@nortonrosefulbright.com

(b) A Notice is deemed to be given and received (i) if sent by personal delivery or same day courier, on the date of delivery if it is a Business Day and the delivery was made prior to 5:00 p.m. (local time in the place of receipt) and otherwise on the next Business Day, (ii) if sent by overnight courier, on the next Business Day, or (iii) if transmitted by facsimile with confirmation of transmission by the originating facsimile before 5:00 p.m. (local time in the place of receipt) on a Business Day, on the same Business Day and otherwise on the next Business Day following the date of confirmation of transmission by the originating facsimile, or (iv) if sent by email before 5:00 p.m. (local time in the place of receipt) on a Business Day, on the same Business Day and otherwise on the next Business Day following the date of sending. Any Party may change its address for service from time to time by providing a Notice in accordance with the foregoing. Any subsequent Notice must be sent to the Party at its changed address. Any element of a Party's address that is not specifically changed in a Notice will be assumed not to be changed. Sending a copy of a Notice to a Party's legal counsel as contemplated above is for information purposes only and does not constitute delivery of the Notice to that Party. The failure to send a copy of a Notice to legal counsel does not invalidate delivery of that Notice to a Party.

6.13 Third Party Costs

Each of the Parties hereto shall be responsible for the costs of their own solicitors, respectively,

in respect of the Transactions, except in the case of the costs of HBC and the Nominees, as agreed to between the JV Entities, HBC and the Nominees.

6.14 Interpretation

The Parties hereto acknowledge and agree that: (a) each Party and its counsel reviewed and negotiated the terms and provisions of this Supplemental Agreement and have contributed to their revision, (b) the rule of construction to the effect that any ambiguities are resolved against the drafting Party shall not be employed in the interpretation of this Supplemental Agreement, and (c) the terms and provisions of this Supplemental Agreement shall be construed fairly as to all parties hereto and not in favour of or against any Party, regardless of which Party was generally responsible for the preparation of this Supplemental Agreement.

6.15 No Third Party Beneficiaries

Each Party hereto intends that this Supplemental Agreement shall not benefit or create any right or cause of action in or on behalf of any Person, other than the Parties hereto and the Receiver, and no Person, other than the Parties hereto and the Receiver, shall be entitled to rely on the provisions hereof in any Claim, proceeding, hearing or other forum.

6.16 Enurement

This Supplemental Agreement shall enure to the benefit of and be binding on and enforceable by and against the parties and their respective successors and permitted assigns (and subject to Section 6.17).

6.17 Assignability

Neither this Supplemental Agreement nor any of the rights or obligations under this Supplemental Agreement shall be assignable or transferable by any Party without the consent of the other Parties.

6.18 Counterparts and Delivery

All Parties agree that this Supplemental Agreement and any amendments hereto (and any other agreements, Notices, or documents contemplated hereby) may be executed in counterparts and transmitted by telecopier or e-mail (PDF) and that the reproduction of signatures in counterpart by way of telecopier or e-mail (PDF) will be treated as though such reproduction were executed originals.

[Signature Pages Follow]

IN WITNESS WHEREOF the parties executed this Supplemental Agreement.

CF CARREFOUR LAVAL NOMINEE INC.
LE CARREFOUR LAVAL REC INC.
ONTREA INC.

all by their duly authorized agent, THE CADILLAC FAIRVIEW CORPORATION LIMITED

By: _____
Name:
Title:

By: _____
Name:
Title:

THE CADILLAC FAIRVIEW CORPORATION LIMITED, on its own behalf

By: _____
Name:
Title:

By: _____
Name:
Title:

2472596 ONTARIO INC.

By: _____
Name:
Title:

By: _____
Name:
Title:

2472598 ONTARIO INC.

By: _____
Name:
Title:

By: _____
Name:
Title:

FTI CONSULTING CANADA INC., solely in its capacity as the Court-appointed receiver and manager of 2455034 Ontario Limited Partnership and 2455034 Ontario Inc., and not in its personal or corporate capacity

By: _____
Name:
Title:

By: _____
Name:
Title:

1242939 B.C. ULC (formerly HUDSON'S BAY COMPANY ULC / COMPAGNIE DE LA BAIE D'HUDSON SRI)

By: _____

Name:
Title:

By: _____

Name:
Title:

SCHEDULE "A"
PREMISES & LANDLORD ENTITIES

Store#	Location	Address	Registered/beneficial owner
Y003A	CF Carrefour Laval	3003 Boul. le Carrefour, Laval, QC H7T 1C7	Registered owner: CF Carrefour Laval Nominee Inc. Beneficial owner: Le Carrefour Laval REC Inc.
Y101	CF Les Promenades St-Bruno	1 Boul. des Promenades, Saint-Bruno-de-Montarville, QC J3V 5K3	Registered owner and beneficial owner: Ontrea Inc.

SCHEDULE "B"
AGREEMENTS

CF Les Promenades St-Bruno			
Agreement Name	**Date**	**Named Landlord Entity(ies) in the Agreement**	**Named Tenant(s)/Other Parties in the Agreement**
LETTER OF INTENT, OCTOBER 30, 1973	October 30, 1973	THE FAIRVIEW CORPORATION LIMITED, as landlord	Simpsons, Limited, as tenant
EMPHYTEUTIC LEASE (THE BAY), JUNE 20, 1977	June 20, 1977	Au Carrefour des Villes Ltée, as landlord	Simpsons, Limited, as tenant
SERVITUDE AGREEMENT, AUGUST 23, 1978	August 23, 1978	Au Carrefour des Villes Ltée, as landlord	Simpsons, Limited, as tenant
OPERATING AGREEMENT (THE BAY), AUGUST 23, 1978	August 23, 1978	Au Carrefour des Villes Ltée, as landlord	Simpsons, Limited, as tenant
AGREEMENT OF SALE AND ASSIGNMENT, JULY 31, 1986	July 31, 1986	N/A	Simpsons, Limited, as vendor/assignor; and Simpsons Properties Limited, as purchaser/assignee
LICENSE AGREEMENT, HBC, JANUARY 31, 1989	January 31, 1989	Au Carrefour des Villes Ltée, as landlord	Simpsons, Limited, as licensor; and Hudson's Bay Company, as licensee
TRANSFER AND ASSIGNMENT (HBC), DECEMBER 11, 1989	December 11, 1989	N/A	Simpsons Properties Limited, as vendor/assignor; Hudson's Bay Company Real Estate Limited, as purchaser/assignee; and Au Carrefour des Villes Ltée, as owner/intervening party
AGREEMENT TO ASSUME LA BAIE LEASE (HBC) - JUNE 1, 1990	June 1, 1990	N/A	Hudson's Bay Company Real Estate Limited, as tenant; Les Promenades St-Bruno Leaseholds Inc., as landlord/opco; Eaton Properties Limited, as co-owner;

			Ivanhoe Inc., as co-owner; and The Cadillac Fairview Corporation Limited, as co-owner
WAIVER, JUNE 1, 1990	June 1, 1990	N/A	Au Carrefour Des Villes Ltée, as landlord/owner; Eaton Properties Limited, as co-owner; Ivanhoe Inc., as co-owner; The Cadillac Fairview Corporation Limited, as co-owner; Les Promenades St-Bruno Leaseholds Inc., as opco/landlord; Numbered Companies, as transferees; and Hudson's Bay Company Real Estate Limited, as assignee
ASSIGNMENT AGREEMENT, JUNE 4, 1990	June 4, 1990	N/A	Au Carrefour des Villes Ltée, as landlord/owner and as assignor; Les Promenades St-Bruno Leaseholds Inc., as opco/landlord and as assignee; The Cadillac Fairview Corporation Limited, as co-owner; Eaton Properties Limited, as co-owner; Ivanhoe Inc., as co-owner; and Hudson's Bay Company Real Estate Limited, as intervening party
AGREEMENT OF ASSUMPTION (HBC), JUNE 29, 2000	June 29, 2000	N/A	The Cadillac Fairview Corporation Limited, as assuming owner/co-owner; Ivanhoe Inc., as previous owner/co-owner; and Hudson's Bay Real Estate Limited, as tenant/obligor
AGREEMENT OF ASSUMPTION (HBC) OCTOBER 30, 2000	October 30, 2000	N/A	The Cadillac Fairview Corporation Limited, as previous owner/co-owner; Ontrea Inc., as assuming owner/co-owner; and Hudson's Bay Real Estate Limited, as tenant/obligor
LAVAL - CONSENT AND AMENDMENT, JUNE 29, 2015	June 29, 2015	N/A	Hudson's Bay Company, as tenant/subtenant; RioCan Real Estate Investment Trust, as party; HBC Quebec GP Inc., as general partner for and on behalf of HBC Quebec LP, as original sublandlord;

			RioCan-HBC GP Inc., as general partner of RioCan-HBC Limited Partnership; RioCan-HBC REIT, as party; 2472598 Ontario Inc., as new sublandlord; and Ontrea Inc., as owner
ST. BRUNO AMENDED AND RESTATED LEASE AND AMENDMENT OF OPERATING AGREEMENT AND SERVITUDE AGREEMENT, JUNE 29, 2015	June 29, 2015	Ontrea Inc., as owner; and 2472596 ONTARIO INC., as landlord	Hudson's Bay Company, as tenant
ST. BRUNO - CONSENT AND AMENDMENT, JUNE 29, 2015	June 29, 2015	N/A	Hudson's Bay Company, as tenant/subtenant; RioCan Real Estate Investment Trust, as party; HBC Quebec GP Inc., as general partner for and on behalf of HBC Quebec LP, as original sublandlord; RioCan-HBC GP Inc., as general partner of RioCan-HBC Limited Partnership; RioCan-HBC REIT, as party; 2472598 Ontario Inc., as new sublandlord; and Ontrea Inc., as owner
ST. BRUNO LEASEHOLD LENDER AGREEMENT, JULY 9, 2015	July 9, 2015	N/A	Bank of Montreal, lender/hypothecary creditor; Ontrea Inc., as landlord/owner; RioCan-HBC GP Inc., as general partner of RioCan-HBC Limited Partnership, as beneficial owner, as borrower; and 2472596 Ontario Inc., as mandatary, prête-nom and nominee for and on behalf of the Borrower, as tenant/nominee
CF Carrefour Laval			
LETTER OF INTENT (THE BAY), JUNE 7, 1972	June 7, 1972	Le Carrefour Laval Ltée, as landlord	Simpsons, Limited, as tenant
EMPHYTEUTIC (GROUND) LEASE (THE BAY), APRIL 9, 1973	April 9, 1973	Le Carrefour Laval Ltée, as landlord	Simpsons, Limited, as tenant
OPERATING AGREEMENT (THE BAY), MARCH 28, 1974	March 28, 1974	Le Carrefour Laval Ltée, as landlord	Simpsons, Limited, as tenant

SERVITUDE AGREEMENT (THE BAY), MARCH 28, 1974	March 28, 1974	Le Carrefour Laval Ltée, as landlord	Simpsons, Limited, as tenant
LETTER AGREEMENT (SIDE AGREEMENT) (THE BAY) NOVEMBER 21, 1975	November 21, 1975	Le Carrefour Laval Ltée, as landlord	Simpsons, Limited, as tenant
NON-DISTURBANCE AGREEMENT (THE BAY), NOVEMBER 27, 1975	November 27, 1975	N/A	The Northwestern Mutual Life Insurance Company; and Simpsons, Limited
LICENSE AGREEMENT (THE BAY) JANUARY 31, 1989	January 31, 1989	N/A	Simpsons, Limited, as licensor; and Hudson's Bay Company ULC, as licensee
DEED OF TRANSFER AND ASSIGNMENT - EMPHYTEUTIC LEASE, DECEMBER 11, 1989	December 11, 1989	N/A	Simpsons Properties Limited, as vendor; Hudson's Bay Company Real Estate Limited, as purchaser; and Au Carrefour - Des Villes Ltée, as intervening party
LETTER OF WAIVER (THE BAY) DECEMBER 11, 1989	December 11, 1989	Le Carrefour Laval Ltée, as landlord	Simpsons, Limited, as tenant
MEMORANDUM OF AGREEMENT, MAY 1, 1990	May 1, 1990	Au Carrefour des Villes Ltée, as landlord	Hudson's Bay Company Real Estate Limited, as tenant
WAIVER REGARDING LA BAIE LEASE (THE BAY), JUNE 1, 1990	June 1, 1990	N/A	Hudson's Bay Company Real Estate Limited, as tenant
AGREEMENT TO ASSUME LA BAI LEASE, JUNE 1, 1990	June 1, 1990	N/A	Hudson's Bay Company Real Estate Limited, as tenant; Le Carrefour Laval Leaseholds Inc., as landlord; Eaton Properties Limited, as co-owner; Ivanhoe Inc., as co-owner; and The Cadillac Fairview Corporation Limited, as co-owner
ASSIGNMENT AGREEMENT (THE BAY) JUNE 4, 1990	June 4, 1990	N/A	Au Carrefour - Des Villes Ltée, as assignor/owner; Le Carrefour Laval Leaseholds Inc., as assignee/landlord; The Cadillac Fairview Corporation Limited, as co-owner; Eaton Properties Limited, as co-owner; Ivanhoe Inc., as co-owner; and

			Hudson's Bay Company Real Estate Limited, as intervening party
AMENDMENT OF EMPHYTEUTIC LEASE AND OPERATING AGREEMENT (THE BAY) NOVEMBER 3, 1999	November 3, 1999	Le Carrefour Laval Leaseholds Inc., as landlord	Hudson's Bay Company Real Estate Limited, as tenant
AGREEMENT OF ASSUMPTION (THE BAY) JUNE 29, 2000	June 29, 2000	N/A	The Cadillac Fairview Corporation Limited, as owner/assignee; Ivanhoe Inc., as owner/assignor; and Hudson's Bay Real Estate Limited, as tenant
FIRST AMENDMENT TO THE OPERATING AGREEMENT, NOVEMBER 24, 2000	November 24, 2000	N/A	Ontrea Inc., as owner; Hudson's Bay Company Real Estate Limited, as tenant; Carrefour Laval Leaseholds Inc., as landlord/intervening party; and Hudson's Bay Company, as intervening party
LEASE, NOVEMBER 24, 2000	November 24, 2000	LE CARREFOUR LAVAL LEASEHOLDS INC., as landlord; and Ontrea Inc., as owner	Hudson's Bay Company Real Estate Limited, as tenant
SECOND AMENDMENT TO THE EMPHYTEUTIC LEASE (THE BAY), NOVEMBER 24, 2000	November 24, 2000	N/A	Hudson's Bay Company Real Estate Limited, as tenant Ontrea Inc., as owner; Carrefour Laval Leaseholds Inc., as landlord/intervening party; and Hudson's Bay Company, as intervening party
AGREEMENT RE INTEREST ON FIXTURING ALLOWANCE, FEBRUARY 1, 2002	February 1, 2002	N/A	Ontrea Inc., as owner; and Hudson's Bay Company Real Estate Limited, as tenant
DEED OF SALE, DECEMBER 28, 2011	December 28, 2011	N/A	Hudson's Bay Company, as vendor; and Hbc Quebec Gp Inc., as purchaser
AMENDMENT TO OPERATING AGREEMENT, July 22, 2013	July 22, 2013	N/A	Ontrea Inc., as owner;

			Le Carrefour Laval Leaseholds Inc., as landlord; HBC Quebec GP Inc., as agent/nominee; Hudson's Bay Company, as tenant; and HBC Quebec LP, as beneficial owner
ASSUMPTION AGREEMENT, MARCH 31, 2015	March 31, 2015	N/A	Hudson's Bay Company, as tenant; HBC Quebec GP Inc., as agent/nominee; HBC Quebec LP, as beneficial owner; Le Carrefour Laval Leaseholds Inc., as landlord/assignor; Ontrea Inc., as owner; and Le Carrefour Laval (2013) Inc., as transferee/new landlord
CARREFOUR LAVAL AMENDED AND RESTATED LEASE (LITTLE LEASE) AND AMENDMENT OF OPERATING AGREEMENT AND SERVITUDE AGREEMENT, JUNE 29, 2015	June 29, 2015	Ontrea Inc., as owner 247298 ONTARIO INC., as landlord	Hudson’s Bay Company, as tenant
LAVAL - CONSENT AND AMENDMENT, JUNE 29, 2015	June 29, 2015	N/A	Hudson’s Bay Company, as tenant/subtenant; RioCan Real Estate Investment Trust, as party; HBC Quebec GP Inc., as general partner for and on behalf of HBC Quebec LP, as original sublandlord; RioCan-HBC GP Inc., as general partner of RioCan-HBC Limited Partnership; RioCan-HBC REIT, as party; 2472598 Ontario Inc., as new sublandlord; and Ontrea Inc., as owner
ST. BRUNO - CONSENT AND AMENDMENT, JUNE 29, 2015	June 29, 2015	N/A	Hudson’s Bay Company, as tenant/subtenant; RioCan Real Estate Investment Trust, as party; HBC Quebec GP Inc., as general partner for and on behalf of HBC Quebec LP, as original sublandlord; RioCan-HBC GP Inc., as general partner of RioCan-HBC Limited Partnership; RioCan-HBC REIT, as party; 2472598 Ontario Inc., as new sublandlord; and

			Ontrea Inc., as owner
AMENDED AND RESTATED LEASE (LITTLE LEASE) JUNE 29, 2015	June 29, 2015	Ontrea Inc., as owner; and 247258 ONTARIO INC., as landlord	Hudson's Bay Company, as tenant
CONSENT AND AMENDMENT- June 29, 2015	June 29, 2015	N/A	Hudson's Bay Company, as tenant; RioCan Real Estate Investment Trust, as party; HBC Quebec GP Inc., as general partner for and on behalf of HBC Quebec LP, as original sublandlord; RioCan-HBC GP Inc., as general partner of RioCan-HBC Limited Partnership; 2472598 Ontario Inc., as new sublandlord; and Ontrea Inc., as owner
LAVAL LEASEHOLD LENDER AGREEMENT, JULY 9, 2015	July 9, 2015	N/A	Bank of Montreal, as hypothecary creditor; Ontrea Inc., as landlord; RioCan-HBC GP Inc., as general partner of RioCan-HBC Limited Partnership, as beneficial owner, as borrower; and 2472598 Ontario Inc., as mandatary, prête-nom and nominee for and on behalf of the borrower, as tenant

SCHEDULE "C"
FORM OF TERMINATION AGREEMENT

THIS TERMINATION AGREEMENT is made as of the ■ day of September, 2025 (the "**Effective Date**").

BETWEEN:

2472596 ONTARIO INC., 2472598 ONTARIO INC., and FTI CONSULTING CANADA INC., solely in its capacity as the Court-appointed receiver and manager of 2455034 Ontario Limited Partnership and 2455034 Ontario Inc., and not in its personal or corporate capacity

(collectively, as the "**Tenants**" and each, a "**Tenant**")

- and-

1242939 B.C. ULC (formerly HUDSON'S BAY COMPANY ULC / COMPAGNIE DE LA BAIE D'HUDSON SRI)

("**HBC**")

- and -

CF CARREFOUR LAVAL NOMINEE INC. and LE CARREFOUR LAVAL REC INC. and ONTREA INC., each by their duly authorized agent, THE CADILLAC FAIRVIEW CORPORATION LIMITED

(collectively, as the "**Landlords**" and each, a "**Landlord**")

RECITALS:

A. WHEREAS by leases and agreements more particularly described in the attached Schedule "B" (collectively, the "**Carrefour Laval Agreements**"), the Landlord leased to the Tenant certain premises located in the CF Carrefour Laval shopping centre, as further detailed in Schedule "A" (collectively, the "**Carrefour Laval Premises**").

B. WHEREAS by leases and agreements more particularly described in the attached Schedule "B" (collectively, the "**St-Bruno Agreements**", and together with the Carrefour Laval Agreements, together with all side letters, rent agreements, amendments, modifications, assumptions, assignments and other supplemental agreements thereto, collectively the "**Agreements**"), the Landlord leased to the Tenant certain premises located in CF Promenades St-Bruno centre, as further detailed in Schedule "A" (collectively, the "**St-Bruno Premises**", and together with the Carrefour Laval Premises collectively, the "**Premises**").

C. WHEREAS on June 3, 2025, pursuant to an order (the "**Receivership Order**") of the Ontario Superior Court of Justice (Commercial List) (the "**Court**"), FTI Consulting Canada Inc., was appointed as receiver and manager without security, of all of the assets, undertakings and properties of, *inter alia*, 2455034 Ontario Limited Partnership and 2455034 Ontario Inc.

D. WHEREAS in furtherance of an Order by the Court dated ■, 2025 (the "**Approval Order**"), the parties are entering into this Termination Agreement to provide for the surrender and resiliation of the Agreements by the Tenants and HBC to the Landlords in accordance with the Approval Order.

THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1
TERMINATION AND SURRENDER

1.1 Amendment and Early Termination of Agreements

The Landlords and the Tenants and HBC hereby agree that the Agreements are hereby amended by reducing the term of the Agreements so that each Agreement will expire at 11:59 p.m. (Eastern Time) on the **[■]** day of September, 2025 (the "**Expiration Date**"), and each of the Tenants and HBC hereby agrees that it shall surrender the Agreements and deliver vacant possession of the Premises to the applicable Landlord on the Expiration Date. Neither the Tenants nor HBC nor the Landlord shall have any further liabilities or obligations under the Agreements, financial or otherwise, as of and as from the Expiration Date.

1.2 Surrender by Tenants and HBC

The Tenants and HBC hereby surrender to the Landlords, as of the Expiration Date, the Premises.

ARTICLE 2
GENERAL

2.1 Time of the Essence

Time shall be of the essence of this Termination Agreement.

2.2 Enurement

This Termination Agreement shall become effective when executed and delivered by the Tenants, HBC and the Landlords and after that time shall be binding upon and enure to the benefit of the parties and their respective successors and permitted assigns. Neither this Termination Agreement nor any of the rights or obligations under this Termination Agreement shall be assignable or transferable by any party without the consent of the other parties.

2.3 Waiver

(a) No waiver of any of the provisions of this Termination Agreement shall be deemed to constitute a waiver of any other provision (whether or not similar), nor shall such waiver be binding unless executed in writing by the party to be bound by the waiver.

(b) No failure on the part of the Tenants, HBC or the Landlords to exercise, and no delay in exercising any right under this Termination Agreement shall operate as a waiver of such right; nor shall any single or partial exercise of any such right preclude any other or further exercise of such right or the exercise of any other right.

2.4 Further Assurances

Each of the parties covenants and agrees to do such things and to execute such further surrenders, releases, conveyances, transfers, documents and assurances as may be deemed necessary or advisable from time to time in order to effect the surrender of the Agreements to the Landlords and carry out the terms and conditions of this Termination Agreement in accordance with their true intent, provided that the Tenants and HBC shall not be required to incur any expenses or obligations of any kind (including legal costs) and shall not have any obligation to obtain any approvals, consents, discharges or other documents or instruments of any kind from any other person or entity.

2.5 Severability

If any provision of this Termination Agreement shall be determined to be illegal, invalid or unenforceable, that provision shall be severed from this Termination Agreement and the remaining provisions shall continue in full force and effect.

2.6 Governing Law

This Termination Agreement shall be interpreted and enforced in accordance with, and the respective rights and obligations of the parties shall be governed by, the laws of the Province of Québec and the federal laws of Canada applicable in that province.

2.7 English Language

The parties hereto have requested that this Termination Agreement be drafted in English only. *Les parties aux présentes ont demandé à ce que la présente convention soit rédigée en anglais seulement.*

2.8 Statue References

Any reference in this Termination Agreement to any statute or any section thereof shall, unless otherwise expressly stated, be deemed to be a reference to such statute or section as amended, restated or re-enacted from time to time.

2.9 Headings

The division of this Termination Agreement into Sections, the insertion of headings is for convenience of reference only and are not to be considered in, and shall not affect, the construction or interpretation of any provision of this Termination Agreement.

2.10 References

Where in this Termination Agreement reference is made to an article or section, the reference is to an article or section in this Termination Agreement unless the context indicates the reference is to some other agreement. The terms “this Termination Agreement”, “hereof, ”hereunder“ and similar expressions refer to this Termination Agreement and not to any particular Article, Section or other portion hereof and include any agreement supplemental hereto. The word ”includes“ or ”including“ shall mean ”includes without limitation“ or ”including without limitation“, respectively. The word ”or” is not exclusive.

2.11 Number and Gender

Unless the context requires otherwise, words importing the singular include the plural and vice versa and words importing gender include all genders.

2.12 Counterparts and Delivery

All parties agree that this Termination Agreement may be executed in counterpart and transmitted by telecopier or e-mail (PDF) and that the reproduction of signatures in counterpart by way of telecopier or e-mail (PDF) will be treated as though such reproduction were executed originals.

2.13 Supplemental Surrender Agreement

The provisions of the Supplemental Surrender Agreement between, among others, the Tenants (or the Receiver on their behalf, as applicable), HBC and the Landlords dated September ●, 2025 shall prevail to the extent there is any conflict or inconsistency between the terms and conditions of this Termination Agreement and the terms of such Supplemental Surrender Agreement.

[Signature Pages Follow]

IN WITNESS OF WHEREOF the parties duly executed this Termination Agreement.

■

By: _____
Name:
Title:

By: _____
Name:
Title:

■

By: _____
Name:
Title:

By: _____
Name:
Title:

■

By: _____
Name:
Title:

By: _____
Name:
Title:

SCHEDULE "D"
FORMS OF DEEDS OF ABANDONMENT

See enclosed.

CONFIDENTIAL APPENDIX "K"

APPENDIX “L”

Court File No. CV-25-00738613-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE MR.	)	FRIDAY, THE 21ST DAY
	)	
JUSTICE OSBORNE	)	OF MARCH, 2025

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF HUDSON'S BAY COMPANY ULC COMPAGNIE DE LA BAIE D'HUDSON SRI, HBC CANADA PARENT HOLDINGS INC., HBC CANADA PARENT HOLDINGS 2 INC., HBC BAY HOLDINGS I INC., HBC BAY HOLDINGS II ULC, THE BAY HOLDINGS ULC, HBC CENTERPOINT GP INC., HBC YSS 1 LP INC., HBC YSS 2 LP INC., HBC HOLDINGS GP INC., SNOSPMIS LIMITED, 2472596 ONTARIO INC., and 2472598 ONTARIO INC.

ORDER
(Lease Monetization Process)

THIS MOTION, made by Hudson's Bay Company ULC Compagnie de la Baie D'Hudson SRI ("**Hudson's Bay**"), HBC Canada Parent Holdings Inc., HBC Canada Parent Holdings 2 Inc., HBC Bay Holdings I Inc., HBC Bay Holdings II ULC, The Bay Holdings ULC, HBC Centerpoint GP Inc., HBC YSS 1 LP Inc., HBC YSS 2 LP Inc., HBC Holdings GP Inc., Snospmis Limited, 2472596 Ontario Inc., and 2472598 Ontario Inc. (collectively, the "**Applicants**") for an order approving the Lease Monetization Process (defined below) was heard this day at 330 University Avenue, Toronto, Ontario and via videoconference.

ON READING the affidavits of Jennifer Bewley sworn March 7, 2025, March 14, 2025, and March 21, 2025, and the Exhibits thereto, the pre-filing report of Alvarez & Marsal Canada Inc. ("**A&M**"), in its capacity as proposed monitor of the Applicants dated March 7, 2025 (the "**Pre-Filing Report**"), the first report of A&M, in its capacity as monitor of the Applicants, (in such capacity, the **"Monitor**"), dated March 16, 2025, and the Supplement to the First Report of the Monitor dated March 21, 2025, and on hearing the submissions of counsel to the Applicants, counsel to the Monitor, and such other parties as listed on the Counsel Slip, with no one else appearing although duly served as appears from the Affidavits of Service of Brittney Ketwaroo sworn March 17, 2025 and March 21, 2025.

SERVICE AND DEFINITIONS

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record herein is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.

2. **THIS COURT ORDERS** that capitalized terms used but not otherwise defined herein have the meanings ascribed in the Lease Monetization Process attached hereto as Schedule "A" (the "**Lease Monetization Process**") or the Amended and Restated Initial Order, dated March 21, 2025 (the "**ARIO**"), as applicable.

APPROVAL OF THE LEASE MONETIZATION PROCESS

3. **THIS COURT ORDERS** that the Lease Monetization Process is hereby approved. The Applicants, the Monitor and the Broker are hereby authorized and directed to take any and all actions as may be necessary or desirable to implement and carry out the Lease Monetization Process.

4. **THIS COURT ORDERS** that the agreement dated March 20, 2025, engaging Oberfeld Snowcap Inc. ("**Oberfeld**") as Broker to Hudson's Bay in the form attached as Exhibit "B" to the Affidavit of Jennifer Bewley sworn March 21, 2025, and the retention of Oberfeld under the terms thereof, is hereby approved.

5. **THIS COURT ORDERS** that each of the Applicants, the Monitor, the Broker and their respective affiliates, partners, directors, employees, agents and controlling persons shall have no liability with respect to any and all losses, claims, damages or liabilities, of any nature or kind, to any person in connection with or as a result of the Lease Monetization Process, except to the extent such losses, claims, damages or liabilities result from the gross negligence or wilful misconduct of the Applicants, the Monitor, or the Broker, as applicable, in performing their obligations under the Lease Monetization Process, as determined by this Court.

6. **THIS COURT ORDERS** that notwithstanding anything else contained herein, the Applicants and any Related Person that wishes to submit or participate in a Sale Proposal must declare such intention to the Monitor and the Broker in writing by April 7, 2025. If the Applicant or any Related Person makes such declaration, the Monitor and the Broker shall design and implement additional procedures for the Lease Monetization Process in respect

of the sharing of information with the Applicants so as to ensure and preserve the fairness of the Lease Monetization Process and shall advise the parties on the service list for these proceedings of these additional procedures.

7. **THIS COURT ORDERES** that notwithstanding any other term contained herein and paragraph 11 of the ARIO, on or before July 15, 2025, the Applicants shall send a notice of disclaimer with respect to any Lease that is not subject to a Successful Bid pursuant to the SISP or the Lease Monetization Order that has not been terminated in accordance with terms thereof.

8. **THIS COURT ORDERS** that, pursuant to section 3(c) of the Electronic Commerce Protection Regulations, Reg. 81000-2-175 (SOR/DORS), the Applicants, the Monitor and the Broker are authorized and permitted to send, or cause or permit to be sent, commercial electronic messages to an electronic address of prospective bidders or offerors and to their advisors, but only to the extent required to provide information with respect to the Lease Monetization Process in these proceedings.

9. **THIS COURT ORDERS** that the Applicants or the Monitor may from time to time apply to this Court to amend, vary or supplement this Order or for advice and directions in the discharge of their respective powers and duties hereunder.

10. **THE COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States, to give effect to this Order and to assist the Applicants, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicants and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicants and the Monitor and their respective agents in carrying out the terms of this Order.

11. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Standard/Daylight Time on the date of this Order.

Schedule "A"

LEASE MONETIZATION PROCESS

Introduction

On March 7, 2025, Hudson's Bay Company ULC Compagnie De La Baie D'Hudson SRI (the "**Company**") and those parties listed in Schedule "**A**" hereto (collectively, the "**Applicants**") sought and obtained protection under the *Companies' Creditors Arrangement Act* (the "**CCAA**") pursuant to an initial order (as amended, restated or varied from time to time, the "**Initial Order**") granted by the Ontario Superior Court of Justice (Commercial List) (the "**Court**"). Parties listed in Schedule "**B**" were also granted protection as "Non-Applicant Stay Parties". Alvarez & Marsal Canada Inc. was appointed as monitor in the CCAA proceedings (in such capacity, the "**Monitor**").

On March 14, 2025, the Applicants served a motion seeking, among other things, an order for the approval of a sale process (as same may be amended from time to time, the "**Lease Monetization Process**") pursuant to, and in accordance with, the Lease Monetization Order (as defined below) to be conducted under the supervision of the Court and the Monitor.

The purpose of this Lease Monetization Process is to seek Sale Proposals from Qualified Bidders and to implement one or a combination of them in respect of the Leases, which implementation may include sales, dispositions, assignments, surrender (if accepted by the applicable landlord), or other transaction forms. The Applicants, in their reasonable business judgment, and in consultation with the Broker, the Monitor and Agents, may, from time to time, withdraw any Lease from this Lease Monetization Process in accordance with the CCAA, the Applicants' rights under the Initial Order, or if any agreement is reached with the landlord of the relevant Lease.

On March 21, 2025, the Court entered an order approving the Lease Monetization Process (the "**Lease Monetization Order**").

This Lease Monetization Process describes, among other things: (a) the Leases available for sale (which, for greater certainty, is without prejudice to the position of a Landlord as to whether a Non-Applicant Stay Party's interest in a Lease can be subject to such sale) (the "**Landlord Reservation of Rights**"); (b) the manner in which Interested Bidders may gain access to due diligence materials concerning the Leases; (c) the manner in which bidders and bids become Qualified LOI Bidders or Qualified Bidders and Qualified LOI Bids or Qualified Bids, respectively; (d) the ultimate selection of one or more Successful Bidders; and (e) the process for obtaining such approvals (including the approval of the Court) as may be necessary or appropriate in respect of a Successful Bid, as applicable.

Defined Terms

1. The following capitalized terms have the following meanings when used in this Lease Monetization Process:

   (a) "**Agents**" means collectively: (a) Bank of America, N.A. (including acting through branches and affiliates) in its capacity as administrative agent and collateral agent under the ABL Credit Agreement; (b) Restore Capital, LLC in its capacity as agent for the FILO Credit Facility lenders under the ABL Credit Agreement; and (c) Pathlight Capital LP, in its capacity as administrative agent under the Pathlight Credit Agreement (each as defined in the Affidavit of Jennifer Bewley sworn March 7, 2025).

(b) "**Applicants**" is defined in the introduction hereto.

(c) "**Approval Motion**" is defined in paragraph 23.

(d) "**ARIO**" means the Amended and Restated Initial Order dated March 21, 2025

(e) "**Broker**" means Oberfeld Snowcap Inc.

(f) "**Business Day**" means a day (other than Saturday or Sunday) on which banks are generally open for business in Toronto, Ontario.

(g) "**CA**" means a confidentiality agreement in form and substance satisfactory to the Company, in consultation with the Monitor. For greater certainty, there is no requirement for Landlords to enter into CA's in respect of their own Leases.

(h) "**CCAA**" is defined in the introduction hereto.

(i) "**Company**" is defined in the introduction hereto.

(j) "**Court**" is defined in the introduction hereto.

(k) "**Deposit**" is defined in paragraph 20(k).

(l) "**Form of Purchase Agreement**" means the form of purchase and sale agreement to be developed by the Applicants, in consultation with the Monitor and the Broker, and provided to Qualified Bidders that submit a Qualified LOI for a Sale Proposal.

(m) "**Initial Order**" is defined in the introduction hereto.

(n) "**Interested Bidder**" is defined in paragraph 8.

(o) "**Landlord LOI**" means a non-binding letter of intent from a landlord for an acquisition or consensual transaction for one or more of its Leases that is submitted on or before the Phase 1 Bid Deadline.

(p) "**Landlord Qualified Bid**" means a final binding proposal from a landlord for an acquisition or consensual transaction for one or more of its Leases and which meets the requirements set out in paragraphs 20(a), 20(c), 20(d), 20(e), 20(g), 20(h), 20(i), 20(j), 20(k) and 20(l)

(q) "**Lease Monetization Order**" is defined in the introduction hereto.

(r) "**Leases**" means the Applicants' and the Non-Applicant Stay Parties' leasehold interests and all related rights and obligations in connection with the properties listed in Schedule "**C**" hereto, subject in all respects to the Landlord's Reservation of Rights, as defined herein.

(s) "**LOI**" is defined in paragraph 7.

(t) "**Monitor**" is defined in the introduction hereto.

(u) "**Non-Applicant Stay Parties**" are the entities listed in Schedule "**B**" hereto.

(v) "**Outside Date**" means June 17, 2025.

(w) "**Phase 1**" is defined in paragraph 7.

(x) "**Phase 1 Bid Deadline**" is defined in paragraph 9.

(y) "**Phase 2**" means such period of time from the Phase 1 Bid Deadline to the Approval Motion.

(z) "**Qualified Bid**" means an offer or combination of offers, in the form of a Sale Proposal or Sale Proposals, which meets the requirements of paragraph 20.

(aa) "**Qualified Bid Deadline**" is defined in paragraph 18.

(bb) "**Qualified Bidder**" means a bidder that submits a Qualified Bid.

(cc) "**Qualified LOI**" is defined in paragraph 10.

(dd) "**Qualified LOI Bid**" is defined in paragraph 16.

(ee) "**Qualified LOI Bidder**" is defined in paragraph 16.

(ff) "**Related Person**" has the same meaning as in the *Bankruptcy and Insolvency Act* (Canada).

(gg) "**Sale Proposal**" means an offer to acquire or otherwise assume of all or some of the Leases. A "Sale Proposal" may include a transaction involving the assignment and assumption, and/or surrender of a Lease or Leases (in the case of a surrender, such proposal may only form part of a Landlord Qualified Bid, or otherwise require the Landlord's consent to a surrender of the Lease).

(hh) "**SISP**" means the Sale and Investment Solicitation Process approved by the Court on March 21, 2025.

(ii) "**Successful Bid**" is defined in paragraph 22(b).

(jj) "**Successful Bidder**" is defined in paragraph 22(b).

(kk) "**Targeted Outside Date**" means June 3, 2025, or such later date as may be determined by the Applicants, on consent of the Monitor, in consultation with the Broker and the Agents, provided that in no event shall such date be after June 17, 2025.

(ll) "**Teaser Letter**" is defined in paragraph 4.

Supervision of the Lease Monetization Process

2. The Monitor will supervise, in all respects, the Lease Monetization Process, any attendant sales and, without limitation, will supervise the Broker's performance under its

engagement by the Company in connection therewith. The Applicants shall assist and support the efforts of the Monitor and the Broker as provided for herein. In the event that there is disagreement or clarification required as to the interpretation or application of this Lease Monetization Process or the responsibilities of the Monitor, the Broker or the Applicants hereunder, the Court will have jurisdiction to hear such matter and provide advice and directions, upon application of any interested person. For the avoidance of doubt, and without limiting the rights and protections afforded to the Monitor under the CCAA, the Initial Order and the Lease Monetization Order, the terms of the Initial Order and the Lease Monetization Order shall govern the Monitor's role as it relates to the Lease Monetization Process.

"**As Is, Where Is**"

3. The sale of the Leases will be on an "**as is, where is**" basis and without representations or warranties of any kind, nature, or description by the Monitor, the Broker, the Applicants or any of their respective directors, officers, employees, advisors, professionals, agents, estates or otherwise, except and only to the extent set forth in a definitive sale agreement executed by an Applicant.

Solicitation of Interest

4. As soon as reasonably practicable, but in any event no later than three (3) Business Days after the issuance of the Lease Monetization Order, the Broker shall distribute an initial offering summary of the Leases in form acceptable to the Applicants and the Monitor (the "**Teaser Letter**") notifying those potentially interested parties that are identified by the Broker, the Monitor and the Applicants, each in their sole discretion, of the existence of the Lease Monetization Process and inviting such parties to express an interest in making an offer to acquire all or some of the Leases.

Participation Requirements

5. Unless otherwise ordered by the Court, or as otherwise determined by the Applicants, in consultation with the Monitor, each person seeking to participate in the Lease Monetization Process other than a Landlord in respect of any of its own Leases must deliver to the Broker at the address specified in Schedule "**D**" hereto (including by email transmission):

   (a) a letter setting forth such person's identity, the contact information for such person and full disclosure of the principals of such person; and

   (b) an executed CA which shall include provisions whereby such person agrees to accept and be bound by the provisions contained therein.

6. All secured creditors of the Applicants shall have the right to bid in the Lease Monetization Process, including by way of credit bid, provided however that until a secured creditor, including the Agents, declare that they will not submit a bid in the Lease Monetization Process, all consultation and consent rights herein shall be paused and the Monitor and the Applicants may place such limitations on the consultation and consent rights contained herein as they consider appropriate, so as to ensure and preserve the fairness of the Lease Monetization Process.

LEASE MONETIZATION PROCESS - PHASE 1

Phase 1 Initial Timing

7. For a period from the date of the Lease Monetization Order until the Phase 1 Bid Deadline ("**Phase 1**"), the Broker (with the assistance of the Monitor and the Applicants) will solicit non-binding letters of intent from prospective parties to acquire one or more of the Leases (each, an "**LOI**").

Due Diligence

8. Subject to the provisions of paragraph 28, the Broker will provide each party who executes a CA (an "**Interested Bidder**") with access to an electronic data room. The Monitor, the Broker and the Applicants, and each of their representatives, make no representation or warranty as to the information: (a) contained in the electronic data room; (b) provided through any diligence process; or (c) otherwise made available, except to the extent expressly contemplated in any definitive sale agreement executed by an Applicant.

Non-Binding Letters of Intent from Interested Bidders

9. Interested Bidders that wish to pursue a Sale Proposal must deliver an LOI to the Broker at the address specified in Schedule "**D**" hereto (including by email transmission), so as to be received by the Broker not later than 5:00 PM (Toronto time) on or before April 15, 2025, or such later date or time as may be determined by the Applicants, with the consent of the Monitor, in consultation with the Broker and the Agents (the "**Phase 1 Bid Deadline**"). Notwithstanding anything else contained herein, the Applicants and any Related Person that wishes to submit an LOI or participate in Lease Monetization Process must declare such intention to the Broker and the Monitor in writing by April 7, 2025**.** If the Applicant or any Related Party makes such declaration, the Broker and the Monitor shall design and implement additional procedures for the Lease Monetization Process in respect of the sharing of information with the Applicants so as to ensure and preserve the fairness of the Lease Monetization Process and shall advise the parties on the service list for these proceedings of these additional procedures.

10. An LOI so submitted will be considered a qualified LOI for the purposes hereof (each a "**Qualified LOI**") only if:

    (a) it is submitted on or before the Phase 1 Bid Deadline;

    (b) it contains an indication of whether the Interested Bidder is offering to acquire all or some of the Leases;

    (c) it identifies or contains the following:

        (i) the purchase price (or range thereof) in Canadian dollars;

        (ii) the Leases or Lease subject to the transaction; and

        (iii) any proposed allocation of the purchase price as between each Lease;

(d) it provides a general description of any likely financing associated with the proposed transaction, subject to any restrictions that may exist in the applicable Leases;

(e) it provides a general description as to whether the Interested Bidder anticipates its bid containing any provisions that do not conform to the restrictions surrounding the "permitted use" of the property as defined in each of the Leases;

(f) it describes any additional due diligence required to be conducted during Phase 2;

(g) it identifies any anticipated terms or conditions of the Sale Proposal that may be material to the proposed transaction; and

(h) it contains such other information reasonably requested by the Applicants in consultation with the Monitor and the Broker.

11. Notwithstanding anything to the contrary contained herein, a Landlord LOI shall be deemed to be a Qualified LOI.

12. The Applicants, with the consent of the Monitor and in consultation with the Broker, may waive compliance with any one or more of the requirements specified in paragraph 10 (other than those in 10(c) and (d)) and deem such non-compliant bids to be a Qualified LOI. However, for the avoidance of doubt, the completion of any Sale Proposal shall be subject to the approval of the Court and the requirement of such approval may not be waived.

Assessment of Qualified LOIs and Continuation or Termination of Lease Monetization Process

13. Within five (5) Business Days following the Phase 1 Bid Deadline, or such later date as may be reasonably determined by the Applicants with the consent of the Monitor, in consultation with the Broker and the Agents, the Applicants will, in consultation with the Broker, the Monitor, and the Agents, assess the Qualified LOIs received during Phase 1, and will determine whether there is a reasonable prospect of obtaining a Qualified Bid. For the purpose of such consultations and evaluations, the Monitor or the Broker may request clarification of the terms of any Qualified LOI submitted by an Interested Bidder.

14. In assessing the Qualified LOIs submitted in Phase 1, the Applicants, following consultation with the Monitor, the Broker and the Agents, will consider, among other things, the following:

(a) the form and amount of consideration being offered;

(b) the effect of accepting Sale Proposals which are not on an en bloc basis;

(c) the financial capability of the Interested Bidder to consummate the proposed transaction;

(d) the financial and other capabilities of the Interested Bidder to perform, observe and comply with the terms (including payment, use provisions and other obligations) of the applicable Lease(s);

(e) the anticipated conditions to closing of the proposed transaction (including any required regulatory and landlord approvals);

(f) the estimated time required to complete the proposed transaction and whether, in the Applicants' reasonable business judgment, in consultation with the Monitor and the Broker, it is reasonably likely to result in the execution of a definitive agreement on or before the Targeted Outside Date and in any event, no later than the Outside Date; and

(g) such other criteria as the Applicants may, in consultation with the Monitor and the Broker, determine.

15. If one or more Qualified LOIs are received and the Applicants, in consultation with the Broker, the Monitor, and the Agents, determine that there is a reasonable prospect of obtaining a Qualified Bid, the Applicants shall continue the Lease Monetization Process as set forth herein.

PHASE 2

Due Diligence

16. Each Interested Bidder that: (a) submits a Qualified LOI; and (b) is not eliminated from the Lease Monetization Process by the Applicants, following consultation with the Broker and the Monitor, and after assessing whether such Qualified LOI meets the criteria in paragraph 14 herein, may be invited by the Applicants to participate in Phase 2 (each such bidder, a "**Qualified LOI Bidder**").

17. Subject to the provisions of paragraph 28, to the extent that a Qualified LOI Bidder requested due diligence within their Qualified LOI as per paragraph 10(f) herein, the Broker will provide the Qualified LOI Bidder with access to due diligence materials and information relating to the Leases as the Applicants, in their reasonable business judgment and in consultation with the Broker and the Monitor, determine appropriate, including all guarantees and indemnities by any person, and information or materials reasonably requested by Qualified LOI Bidders.

Qualified Bids

18. The Phase 2 deadline for submission of binding bids to be considered for the sales of Lease(s) (the "**Qualified Bids**") shall be May 1, 2025, or such later date or time as may be determined by the Applicants with the consent of the Monitor and in consultation with the Broker and the Agents (the "**Qualified Bid Deadline**").

19. Notwithstanding anything to the contrary herein, a Landlord Qualified Bid shall be deemed to be a Qualified Bid.

20. Any Qualified LOI Bidder who wishes to become a Qualified Bidder must submit a Qualified Bid satisfying the conditions set forth below for the applicable Lease(s):

(a) it is received by the Qualified Bid Deadline;

(b) it is a final binding proposal in the form of a duly authorized and executed purchase agreement, including the purchase price for the Leases proposed to be acquired, based on the Form of Purchase Agreement and accompanied by a clean Word version and a blacklined mark-up to the Form of Purchase Agreement showing amendments and modifications made thereto, together with all exhibits and schedules thereto, and such ancillary agreements as may be required by the Qualified LOI Bidder with all exhibits and schedules thereto;

(c) it is irrevocable until the earlier of: (i) the approval by the Court of a Successful Bid, and (ii) 28 days following the Qualified Bid Deadline, provided that if such bidder is selected as a Successful Bidder, its offer will remain irrevocable until the closing of its Successful Bid;

(d) it includes written evidence of a firm, irrevocable commitment for financing, or other evidence of ability to consummate and perform the proposed transaction, and to meet all of the financial obligations under the Lease(s) that will allow the Applicants, in consultation with the Broker and the Monitor, to make a reasonable determination as to the Qualified LOI Bidder's financial and other capabilities to consummate and perform the transaction contemplated by its Qualified Bid;

(e) it lists the Lease(s) proposed to be subject to the bid and an allocation of the purchase price on a Lease by Lease basis;

(f) it includes details of any amendments which such Qualified LOI Bidder seeks in respect of any such Lease(s) from the applicable landlord(s) and other non-landlord liabilities to be assumed by the Qualified LOI Bidder, provided that, for greater certainty, nothing in this Lease Monetization Process shall be construed to: (i) permit or require any amendments to the terms of any Lease(s) without the prior written consent of the applicable landlord(s), or (ii) obligate any landlord to negotiate with a Qualified LOI Bidder regarding any such amendments;

(g) it is not conditional upon, among other things:

(i) the outcome of unperformed due diligence by the Qualified LOI Bidder; or

(ii) obtaining financing;

(h) it fully discloses the identity of each entity that will be sponsoring or participating in the bid, and the complete terms of such participation;

(i) with respect to any condition to closing contained in the definitive documentation, it outlines the anticipated time frame and any anticipated impediments for obtaining such approvals;

(j) it includes evidence, in form and substance reasonably satisfactory to the Applicants, the Monitor and the Broker, that the requisite authorization(s) and/or approval(s) with respect to the submission, execution, delivery and closing of the transaction contemplated by the bid have been obtained by the bidder;

(k) it is accompanied by a deposit (the "**Deposit**") in the form of a wire transfer (to a bank account specified by the Monitor), or such other form acceptable to the Monitor, payable to the order of the Monitor on behalf of the Applicants, in trust, in an amount equal to 10% of the purchase price for the Lease(s) proposed to be acquired, to be held and dealt with in accordance with the terms of a definitive agreement executed by an Applicant and this Lease Monetization Process.

(l) it includes an acknowledgement and representation that the bidder: (i) has relied solely upon its own independent review, investigation and/or inspection of any documents and/or the assets to be acquired and liabilities to be assumed in making its bid; (ii) did not rely upon any written or oral statements, representations, promises, warranties or guaranties whatsoever, whether express or implied (by operation of law or otherwise), regarding the Leases to be acquired or liabilities to be assumed or the completeness of any information provided in connection therewith, except as expressly stated in the purchase and sale agreement; and (iii) acknowledges that the occupancy of the premises set forth in the Leases may not be available until the completion of any inventory sale at the premises; and

(m) it contains such other information reasonably requested by the Applicants, in consultation with the Monitor and the Broker.

21. The Applicants with the consent of the Monitor, in consultation with the Broker, the Monitor and the Agents, may waive compliance with any one or more of the requirements with respect to Qualified Bids or Landlord Qualified Bids specified herein.

22. The Applicants, in consultation with the Broker, the Monitor, and the Agents:

(a) may engage in negotiations with Qualified Bidders as they deem appropriate and may accept revisions to Qualified Bids, in their discretion;

(b) shall determine which is the most favourable bid with respect to such Lease(s) (the "**Successful Bid**" and the person(s) who made the Successful Bid shall become the "**Successful Bidder**"), taking into account, among other things:

(i) the form and amount of consideration being offered;

(ii) whether the Qualified Bid maximizes value for the Leases, including the effect of accepting Sale Proposals which are not on an en bloc basis;

(iii) the demonstrated financial capability of the Qualified Bidder to consummate the proposed transaction and capability of performing the obligations of the tenant under the applicable Lease(s);

(iv) the conditions to closing of the proposed transaction (including any required regulatory and landlord approvals and any lease amendments);

(v) the terms and provisions of any proposed transaction documentation;

(vi) the estimated time required to complete the proposed transaction and whether, in the Applicants' reasonable business judgment, in consultation with the Monitor and the Broker, it is reasonably likely to result in the execution of a definitive agreement on or before the Targeted Outside Date and in any event, no later than the Outside Date; and

(vii) such other criteria as the Applicants may in consultation with the Monitor and the Broker determine.

Approval Motion for Definitive Agreements

23. The Applicants will apply to the Court (the "**Approval Motion**") for an order, among other things, approving the Successful Bid(s), and authorizing the Applicants to enter into any and all necessary agreements with respect to the Successful Bid(s), as applicable, and to undertake such other actions as may be necessary or appropriate to give effect to the Successful Bid(s), as applicable. The Approval Motion may be adjourned or rescheduled by the Applicants, in consultation with the Monitor and the Agents, without further notice by an announcement of the adjourned date at the Approval Motion. Nothing in this Lease Monetization Process and nothing in any arrangements made during the course thereof between the Monitor and/or the Applicants on the one hand and a Successful Bidder on the other shall in any way prejudice or impair the ability of a Landlord(s) to object to the Court approval of a Successful Bid.

OTHER TERMS

Approvals

24. For the avoidance of doubt, the approvals required pursuant to the terms hereof are in addition to, and not in substitution for, any other approvals required by the CCAA or any other statute or as otherwise required at law in order to implement a Successful Bid, or Qualified Bid, as applicable.

Amendment

25. If there is any proposed material modification to the Lease Monetization Process by the Applicants, the Applicants will seek Court approval of such material modification on notice to the Service List. Otherwise, the Applicants retain the discretion, with the consent of the Monitor and in consultation with the Broker and the Agents, to modify the Lease Monetization Process from time to time.

Disclaimers

26. Notwithstanding any other term contained herein and paragraph 12 of the ARIO, on or before July 15, 2025, the Applicant shall send a notice of disclaimer with respect to any Lease that is not subject to a Successful Bid pursuant to the SISP or this Lease Monetization Process that has not been terminated in accordance with terms thereof.

Monitor Updates

27. The Monitor will provide periodic updates to the Court on notice to the Service List with respect to the conduct and progress of the Lease Monetization Process, including an update to be delivered to the Court at the conclusion of Phase 1.

Reservation of Rights

28. The Applicants, in their reasonable business judgment and in consultation with the Monitor and the Broker, may provide Interested Bidders with any diligence materials and information, including site visits, that the Applicants deem necessary and appropriate to maximize the value of Lease Monetization Process at any time after entry of the Lease Monetization Order.

29. Notwithstanding anything else contained herein, at any time after entry of the Lease Monetization Order, the Applicants, in their reasonable business judgment and in consultation with the Broker, the Monitor, and the Agents, may, from time to time, withdraw any Lease(s) from this Lease Monetization Process in accordance with the CCAA, the Applicants' rights under the Initial Order, or if any agreement is reached with the landlord of the relevant Lease(s).

30. The Applicants, after consultation with the Broker, the Monitor, and the Agents, may reject any or all bids. For the avoidance of doubt, the approvals required pursuant to the terms hereof are in addition to and not in substitution for, any other approvals required by the CCAA or any other statute or as otherwise required at law, or any other Order of the Court in order to implement a Successful Bid or Qualified Bid, as applicable.

31. To the extent any notice of changes to these procedures or related dates, time, or locations is required or otherwise appropriate, the Monitor may publish such notices on the Monitor's public web site at http://www.alvarezandmarsal.com/HudsonsBay and the Applicants shall forthwith serve such notices on the Service List, and such notice shall be deemed satisfactory, subject to any other notice requirements specifically set forth herein or as required by the Court.

32. This Lease Monetization Process does not, and will not be interpreted to, create any contractual or other legal relationship between the Applicants, the Broker or the Monitor and any Qualified Bidder, other than, with respect to the Applicants, as specifically set forth in a definitive agreement that may be executed by an Applicant. At any time during the Lease Monetization Process, the Applicants or the Monitor may apply to the Court for advice and directions with respect to the discharge of their powers and duties hereunder.

33. Nothing in the Lease Monetization Process or the Lease Monetization Order acknowledges or declares that the interests in the Leases being marketed within this Lease Monetization Process are capable of being transferred by the Applicants or the Non-Applicant Stay Parties. For clarity, all parties' ability to challenge the Applicants' and Non-Applicant Stay Parties' ability to transfer any Leases are expressly preserved and not derogated from (the "**Reservation of Rights**").

34. All consent and consultation rights provided to the Agents in this Lease Monetization in respect of any JV Head Lease shall instead be provided to RioCan Real Estate Investment

Trust and the relevant Non-Applicant Secured Creditor(s) (as defined in the ARIO) of the Non-Applicant Stay Party in respect of such Business or Property, to the exclusion of the Agents.

35. In respect of any JV Head Lease (as defined in the Initial Order) and without detracting from the Reservation of Rights and any rights RioCan Real Estate Investment Trust and/or its affiliates may have in relation to such JV Head Lease, no bid shall be considered a Successful Bid or Landlord Qualified Bid: (a) in respect of any JV Head Lease without the prior written consent of the relevant Non-Applicant Secured Creditor in respect of such JV Head Lease; and (b) in respect of RioCan Real Estate Investment Trust's interest in any JV Head Lease without the prior written consent of RioCan Real Estate Investment Trust. All references to the consent of any party in this paragraph relating to any JV Head Lease with a Non-Applicant Stay Party and RioCan Real Estate Investment Trust is in addition to any consent right that may exist in favour of the landlord under the applicable JV Head Lease.

Agents Consultation

36. The Applicants, the Monitor and the Broker will communicate and consult with all Agents through the Lease Monetization Process and will provide information to the Agents in connection with such communications, including copies of all bids within one day of receipt of same. The Applicants, the Monitor and the Broker shall provide the Agents with any and all information reasonably requested with respect to the Lease Monetization Process.

Landlord Communications

37. The Applicants, the Monitor and the Broker will communicate with the landlord party to the Leases from time to time, as appropriate, in connection with their respective interests in the Lease Monetization Process.

SCHEDULE A

Applicants

HBC Canada Parent Holdings Inc.

HBC Canada Parent Holdings 2 Inc.

The Bay Holdings ULC

HBC Bay Holdings I Inc.

HBC Bay Holdings II ULC

HBC Centerpoint GP Inc.

HBC YSS 1 LP Inc.

HBC YSS 2 LP Inc.

HBC Holdings GP Inc.

Snospmis Limited

2472596 Ontario Inc.

2472598 Ontario Inc.

SCHEDULE B

Non-Applicant Stay Parties

RioCan-HBC General Partner Inc.

HBC Holdings LP

RioCan-HBC Limited Partnership

RioCan-HBC (Ottawa) Holdings Inc.

RioCan-HBC (Ottawa) GP, Inc.

RioCan-HBC (Ottawa) Limited Partnership

HBC YSS 1 Limited Partnership

HBC YSS 2 Limited Partnership

HBC Centerpoint LP

The Bay Limited Partnership

EXHIBIT 'C'

LEASES

Hudson's Bay

Center	City	Prov.	GLA	Landlord
The Bay Centre	Victoria	BC	229,275	Manulife - Jones Lang LaSalle
Polo Park Shopping Centre	Winnipeg	MB	212,086	Cadillac Fairview
Midtown Plaza	Saskatoon	SK	174,306	Cushman & Wakefield
Market Mall	Calgary	AB	200,000	Cadillac Fairview
Cambridge Centre	Cambridge	ON	131,453	Morguard
Fairview Park	Kitchener	ON	184,714	Westcliff
Sherway Gardens	Toronto	ON	223,477	Cadillac Fairview
Champlain Mall	Brossard	QC	143,786	Cominar
Woodbine Centre	Toronto	ON	139,953	Woodbine Mall Holdings Inc.
Fairview Pointe Claire	Pointe Claire	QC	179,578	Cadillac Fairview
St. Laurent Shopping Centre	Ottawa	ON	145,074	Morguard
Markville Shopping Centre	Markham	ON	140,094	Cadillac Fairview
Erin Mills Town Centre	Mississauga	ON	140,526	Cushman & Wakefield
Aberdeen Mall	Kamloops	BC	123,289	Cushman & Wakefield
Willowbrook Shopping Centre	Langley	BC	131,146	Quadreal Property Group
Kingsway Garden Mall	Edmonton	AB	153,264	Oxford
Fairview Mall	Toronto	ON	152,420	Cadillac Fairview
Carrefour De L'Estrie	Sherbrooke	QC	116,265	Group Mach Inc
Sunridge Mall	Calgary	AB	161,330	Primaris
Centerpoint Mall	Toronto	ON	122,502	Morguard
Parkwood Mall	Prince George	BC	111,500	BentalGreen Oak

Center	City	Prov.	GLA	Landlord
Pickering Town Centre	Pickering	ON	121,730	PTC Ownership LP c/o Salthill Property Management Inc.
Mapleview Centre	Burlington	ON	129,066	Ivanhoe Cambridge
Upper Canada Mall	Newmarket	ON	142,780	Oxford
Coquitlam Centre	Coquitlam	BC	120,086	Morguard
Whiteoaks Mall	London	ON	165,759	Westdell Development
St. Vital Shopping Centre	Winnipeg	MB	122,002	BentallGreen Oak
Limeridge Mall	Hamilton	ON	125,307	Cadillac Fairview
Hillcrest Mall	Richmond Hill	ON	136,915	Oxford
Masonville	London	ON	84,928	Cadillac Fairview
Les Promenades Gatineau	Gatineau	QC	140,364	Westcliff
Les Galeries De La Capitale	Quebec City	QC	163,034	Primaris
Mayflower Mall	Sydney	NS	82,944	Mccor
Richmond Centre	Richmond	BC	169,692	Cadillac Fairview
Oakville Place	Oakville	ON	119,428	Riocan
Londonderry Mall	Edmonton	AB	60,838	Cushman & Wakefield
Medicine Hat Mall	Medicine Hat	AB	93,217	Primaris
St. Albert Centre	St. Albert	AB	93,313	Primaris
Orchard Park Shopping Centre	Kelowna	BC	127,290	Primaris
Village Green Mall	Vernon	BC	83,036	BentallGreen Oak
Mic Mac Mall	Dartmouth	NS	151,303	Cushman & Wakefield
Bramalea City Centre	Brampton	ON	131,438	Morguard
Cataraqui Town Centre	Kingston	ON	113,054	Primaris
Conestoga Mall	Waterloo	ON	130,580	Primaris

Center	City	Prov.	GLA	Landlord
Centre Commercial Rockland	Montreal	QC	147,594	Cominar
Place Rosemere Shopping Centre	Rosemere	QC	132,483	Morguard
Woodgrove Centre	Nanaimo	BC	146,452	Central Walk Woodgrove
Mayfair Shopping Centre	Victoria	BC	166,073	Central Walk Mayfair
Oshawa Centre	Oshawa	ON	122,624	Primaris
Carrefour Angrignon	LaSalle	QC	128,888	Westcliff
Yorkdale Shopping Centre	Toronto	ON	303,438	Oxford
Guildford Shopping Centre	Surrey	BC	174,462	Ivanhoe Cambridge
Centre Laval	Laval	QC	134,377	Cominar
Southgate Shopping Centre	Edmonton	AB	236,551	Primaris
Sevenoaks Shopping Centre	Abbotsford	BC	128,739	Morguard
Cherry Lane Shopping Centre	Penticton	BC	94,643	Manulife- Jones Lang LaSalle
Chinook Centre	Calgary	AB	206,514	Cadillac Fairview
Bower Place	Red Deer	AB	110,672	Quadreal Property Group
West Edmonton Mall	Edmonton	AB	164,250	Triple Five
Southcentre Mall	Calgary	AB	164,514	Oxford
Lethbridge Centre	Lethbridge	AB	133,243	Melcor
Georgian Mall	Barrie	ON	90,748	Riocan
Place d'Orleans Shopping Centre	Ottawa	ON	115,501	Primaris
Bayshore Shopping Centre	Ottawa	ON	180,696	Cushman & Wakefield
Pen Centre	St. Catharines	ON	150,110	BentallGreen Oak
Downtown	Vancouver	BC	636,828	RioCan-HBC Limited Partnership
Downtown	Calgary	AB	448,834	RioCan-HBC

Center	City	Prov.	GLA	Landlord
				Limited Partnership
Downtown	Montreal	QC	655,396	RioCan-HBC Limited Partnership
Downtown	Ottawa	ON	305,305	RioCan-HBC Limited Partnership
Square One	Mississauga	ON	204,174	Oxford
Devonshire Mall	Windsor	ON	165,584	RioCan-HBC Limited Partnership
Scarborough Town Centre	Toronto	ON	231,759	Oxford
Les Promenades St Bruno	St-Bruno	QC	131,808	Cadillac Fairview
Carrefour Laval	Laval	QC	177,022	Cadillac Fairview
Metrotown Centre	Burnaby	BC	140,545	Ivanhoe Cambridge II Inc. and Ivanhoe Cambridge Inc.
Park Royal Shopping Centre	Vancouver	BC	161,647	Park Royal Shopping Centre Holdings Ltd
Eglinton Square	Toronto	ON	115,205	KS Eglinton Square Inc.
176 Yonge St.	Toronto	ON	675,722	Ontrea Inc.
Les Galeries d'Anjou	Montreal	QC	176,474	Ivanhoe Cambridge Inc. – Anjou

Saks Fifth Avenue

Center	City	Prov.	GLA	Landlord
Sherway Gardens	Toronto	ON	132,256	Cadillac Fairview
Chinook Centre	Calgary	AB	115,586	Ontrea Inc.
Toronto Eaton Centre	Toronto	ON	175,000	Ontrea Inc.

Saks Fifth Avenue Off Fifth

Center	City	Prov.	GLA	Landlord
Tanger Outlets	Ottawa	ON	28,357	Riocan Holdings (TJV) Inc. and 1633272 Alberta ULC
Outlet Collection at Niagara	Niagara	ON	32,387	The Outlet Collection (Niagara) Limited
Vaughan Mills	Vaughan	ON	34,992	Ivanhoe Cambridge II Inc. and TRE2 Non-US Bigfoot Corp.
Toronto Premium Outlets	Halton Hills	ON	24,887	Halton Hills Shopping Centre Partnership
Crossiron Mills	Rockey View	AB	30,009	Crossiron Mills Holdings Inc.
Queensway	Toronto	ON	27,042	Horner Developments Ltd. and Mantella & Sons Investments Ltd.
Downtown Ottawa	Ottawa	ON	34,887	RioCan-HBC Limited Partnership
Tsawwassen Mills	Tsawwassen	BC	32,733	Central Walk Tsawwassen Mills Inc.
Outlet Collection Winnipeg	Winnipeg	MB	32,204	The Outlet Collection at Winnipeg Limited and Seasons Retail Corp
Place Ste-Foy	Quebec	QC	33,254	Ivanhoe Ste-Foy Inc.
Pickering Town Centre	Pickering	ON	30,033	PTC Ownership LP
Skyview Power Centre	Edmonton	AB	30,026	Skyview Equities Inc. and SP Green Properties LP
Park Royal Shopping Centre	Vancouver	BC	33,300	Park Royal Shopping Centre Holdings Inc.

Distribution Centres

Center	City	Prov.	GLA	Landlord
Scarborough Logistics Center	Toronto	ON	738,102	100 Metropolitan Portfolio Inc
Vancouver Logistics Center	Richmond	BC	416,900	PIRET (18111 Blundell Road) Holdings Inc.
Eastern Big Ticket Center	Toronto	ON	501,000	ONTARI Holdings Ltd.
Toronto Logistics Center	Toronto	ON	221,244	BCIMC Realty Corporation

SCHEDULE D

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ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at Toronto

ORDER
(Lease Monetization Order)

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Applicants		Respondents	

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SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at Toronto

FOURTH REPORT OF THE RECEIVER

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