

ASSIGNMENT OF MATERIAL PROPERTY AGREEMENTS

(674 Granville Street)

THIS ASSIGNMENT is made as of May 31, 2022.

BY:

RIOCAN-HBC LIMITED PARTNERSHIP

(hereinafter referred to as the “**Assignor**”)

IN FAVOUR OF:

HSBC BANK CANADA, as Administrative Agent

(hereinafter referred to as the “**Assignee**”)

WHEREAS the Credit Facility has been extended to the Assignor pursuant to the Credit Agreement;

AND WHEREAS in order to further secure the payment and performance of the Obligations, the Assignee has requested, among other things, that the Assignor enter into this Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and the covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties, the parties hereto agree as follows:

ARTICLE ONE **INTERPRETATION**

1.01 Definitions

In this Agreement (including in the recitals hereto), unless something in the subject matter or context is inconsistent therewith, all capitalized terms used herein which are not otherwise defined herein shall have the meanings ascribed thereto in the Credit Agreement. In addition, the following terms shall have the following meanings:

- (a) “**Agreement**” means this agreement as amended, modified, supplemented or restated from time to time.
- (b) “**Credit Agreement**” means the credit agreement made as of May 24, 2022, among the Assignor, as borrower, Hudson’s Bay Company ULC Compagnie de la Baie d’Hudson SRI, as nominee, the Assignee, as Administrative Agent for and on behalf of the Lenders, HSBC Bank Canada, as Sole Lead Arranger, and the financial institutions from time to time parties thereto as lenders, as the same

may be amended, restated, supplemented or otherwise modified from time to time.

1.02 Sections and Headings

The division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and will not affect the construction or interpretation of this Agreement. The terms "this Agreement", "hereof", "hereunder" and similar expressions refer to this Agreement and not to any particular Article, Section or other portion hereof and include any agreement supplemental hereto. Unless something in the subject matter or context is inconsistent therewith, reference herein to Articles and Sections are to Articles and Sections of this Agreement.

1.03 Extended Meaning

In this Agreement words importing the singular number also include the plural and *vice versa*, words importing any gender include all genders and words importing persons include individuals, partnerships, associations, trusts, unincorporated organizations and corporations. A reference to any one or more of the Assignor or the Assignee shall be deemed to be a reference to the respective successors and assigns of such party.

ARTICLE TWO **ASSIGNMENT, ETC.**

2.01 Assignment

Upon and subject to the terms, conditions and provisions herein contained, the Assignor hereby assigns, transfers and sets over to and in favour of the Assignee, as and by way of a first fixed and specific assignment (subject to Permitted Encumbrances), all of its right, title, estate and interest in, to, under and in respect of:

- (a) any and all Material Property Agreements;
- (b) all benefit, power and advantage of the Assignor to be derived from the Material Property Agreements and all covenants, obligations, agreements, and undertakings of the parties thereunder and otherwise to enforce the rights of the Assignor thereunder in the name of the Assignor;
- (c) all revenues and other monies now due and payable or hereafter to become due and payable to the Assignor under the Material Property Agreements or in connection therewith, with full power and authority to demand, sue for, recover, receive and give receipts for all such revenues and other monies; and
- (d) all books, accounts, invoices, letters, papers, contracts and documents in any way exclusively relating to the Material Property Agreements which are required to evidence the assignment thereof hereunder;

and in, to and under all amendments, modifications, extensions, renewals and replacements of any of the foregoing and all rights, remedies, powers, privileges and claims of the Assignor thereunder (whether arising pursuant thereto or available to the Assignor at law or in equity) and each and every one of them, to hold and receive the same unto the Assignee with full power and

authority to demand, collect, sue for, recover, receive and give receipts for payments and to enforce payment of the same in accordance with and subject to the terms of this Agreement and the Credit Agreement; provided, however, if any one or more of the Material Property Agreements is not assignable or is only assignable upon consent, this Agreement will not have the effect of assigning any right, title and interest that would otherwise have been assigned hereunder and the Assignor will hold such right, title and interest in trust for the Assignee for the purposes hereof.

This Agreement shall be held by the Assignee as additional security for the due payment and performance by the Assignor of the Obligations.

2.02 Performance of Obligations

The Assignor covenants to observe and perform or cause to be observed and performed, as and when required, all of its covenants, obligations, agreements and undertakings under all and each of the Material Property Agreements and will use all reasonable commercial efforts to cause the other parties to each Material Property Agreement to observe and perform all of their covenants, obligations, agreements and undertakings thereunder.

2.03 No Liability

Nothing herein contained shall render the Assignee, its agents, employees or any other Person for whom the Assignee is in law responsible liable to any Person for the fulfilment or non-fulfilment of the obligations, covenants and agreements, including but not limited to the payment of any monies thereunder or in respect thereto, of the Assignor under any Material Property Agreement and the Assignor hereby indemnifies and agrees to save and hold harmless the Assignee from and against any and all claims, demands, actions, causes of action, losses, suits, damages and costs whatsoever of any Person arising directly or indirectly in connection therewith (collectively the “**Claims**”), save and except for any Claims arising as a result of the gross negligence or wilful misconduct of the Assignee or those for whom it is responsible, at law.

2.04 Service and Registration

The Assignee shall have the right at any time and from time to time after the occurrence and during the continuance of an Event of Default under the Credit Agreement to serve the present Agreement or notice thereof on any one or more of the other parties to the Material Property Agreements. The Assignee shall also have the right at any time and without notice to the Assignor to cause the present Agreement or notice thereof to be registered or filed in any place or office where the Assignee or its counsel deems advisable or necessary.

2.05 Attorney of the Assignor

The Assignee, as attorney or agent of the Assignor and in its name (and the Assignor hereby so appoints and authorizes the Assignee) may, at any time and from time to time after the occurrence and during the continuance of an Event of Default under the Credit Agreement exercise any of the rights, powers, authority and discretion which under the terms of any Material Property Agreement could be exercised by the Assignor with respect to such Material Property Agreement.

2.06 Performance Until Default

Until an Event of Default shall have occurred and be continuing under the Credit Agreement the Assignor shall, subject to the express terms of the Credit Agreement and this Agreement, be entitled to deal with the Material Property Agreements and enforce and receive all of the benefits, advantages and powers thereunder, provided that nothing herein shall release, discharge, postpone, amend or otherwise affect the present assignment and security interest in and to the Material Property Agreements and the immediate attachment thereof. If an Event of Default under the Credit Agreement shall occur and be continuing, the Assignee may, but shall not be obligated to, exercise all rights, powers, authority and discretion of the Assignor in respect of the Material Property Agreements in its place and stead all of which is hereby consented to by the Assignor.

ARTICLE THREE **REPRESENTATIONS AND WARRANTIES**

3.01 Representations and Warranties

The Assignor represents and warrants to the Assignee that:

- (a) the Material Property Agreements are in full force and effect and have not been altered, amended or assigned, nor has any obligation thereunder been waived in whole or in part;
- (b) there is no default or event which, with the passing of time or giving of notice (or both), could constitute a default under the Material Property Agreements. There is no existing dispute between the parties to the Material Property Agreements;
- (c) the Assignor has not assigned, set over, transferred or granted a security interest in any of the Material Property Agreements or its rights thereunder ranking in priority to or *pari passu* with the Security;
- (d) the Assignor has not performed any act or executed any other instrument which might prevent the Assignee from operating under any of the terms and conditions of this Agreement or which would limit the Assignee in any such operation; and
- (e) the Nominee does not hold, and shall not hold, any right, title or interest in and to any of the Material Property Agreements for and on behalf of the Assignor.

ARTICLE FOUR **DEFAULT**

4.01 Rights of Assignee Upon Default

Whenever an Event of Default has occurred and is continuing under the Credit Agreement, without limiting the rights of the Assignee under or pursuant to this Agreement, the Credit Agreement or otherwise provided by law, the Assignee shall have the authority:

- (a) to renew, amend or otherwise deal with any Material Property Agreement, or make other agreements in respect of the Property or any part or parts thereof for such

consideration and on such terms as it may deem appropriate, all in the name of the Assignor;

- (b) to perform, at the Assignor's expense any and all obligations or covenants of the Assignor under the Material Property Agreements and to enforce performance by the other parties to the Material Property Agreements of their obligations, covenants and agreements thereunder, all in the name of the Assignor;
- (c) to manage generally the Property and deal with the Material Property Agreements to the same extent as the Assignor could do; and
- (d) by instrument in writing, appoint any Person to be a receiver (which term shall include a manager and a receiver and manager) of the Property or any part thereof and may remove any receiver so appointed and appoint another in his stead; and any receiver so appointed shall have the authority to do any of the acts specified in Subsections (a), (b) and (c) hereof and further to take possession of and collect all revenues and other monies of all kinds payable to the Assignor in respect of the Material Property Agreements and pay therefrom all reasonable expenses of maintaining, preserving, protecting and operating the Property and all charges, the payment of which may be necessary to preserve and protect the Property and the Material Property Agreements,

the whole without any liability or responsibility of any kind on the part of the Assignee, its agents, employees or any other Person for whom the Assignee is in law responsible.

4.02 Exercise of Powers

Where any discretionary powers hereunder are vested in the Assignee or its agents, the same may be exercised with respect to the Assignee by an officer, investment manager, manager or authorized employee of the Assignee or its appointed agents, as the case may be.

4.03 Default Remedied

Whenever all outstanding Events of Default under the Credit Agreement have been fully cured and all monies which the Assignee or its agents may have expended or become liable for in connection with the Property have been fully repaid, the Assignor may resume dealing with the Material Property Agreements until a further Event of Default has occurred and is continuing.

ARTICLE FIVE **GENERAL**

5.01 No Release

This Agreement shall remain in full force and effect without regard to, and the obligations of the Assignor and the other parties to the Material Property Agreements thereunder shall not be affected or impaired by:

- (a) any amendment, modification, replacement of or addition or supplement to the Credit Agreement or any other security (including, without limitation, any guarantee or indemnity) provided to the Assignee; or

- (b) any exercise or non-exercise of any right, remedy, power or privilege in respect of this Agreement, the Credit Agreement or any other security (including, without limitation, any guarantee or indemnity) provided to the Assignee; or
- (c) any waiver, consent, extension, indulgence or other action, inaction or omission under or in respect of this Agreement, the Credit Agreement or any other security (including, without limitation, any guarantee or indemnity) provided to the Assignee; or
- (d) any merger, consolidation or amalgamation of the Assignor into or with any other Person; or
- (e) any insolvency, bankruptcy, liquidation, reorganization, arrangement, composition, winding-up, dissolution or similar proceeding involving or affecting the Assignor.

5.02 Termination of this Agreement

The Assignee covenants and agrees with the Assignor that, upon payment in full of all amounts owing under or pursuant to the Credit Agreement, this Agreement shall be and become fully ended and terminated and all right, title, estate and interest in and with respect to each Material Property Agreement assigned, transferred and set over by the Assignor hereunder shall revert to the Assignor and all covenants and agreements of the Assignor hereunder shall be at an end and the Assignee shall, upon the written request of the Assignor and at the expense of the Assignor, execute such discharges, re-assignments and other instruments and give such notifications or assurances as may be necessary to fully release, cancel and discharge this Agreement in the circumstances.

5.03 No Partnership

Nothing herein contained shall be deemed or construed by the parties hereto or by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the Assignor and the Assignee; it being understood and agreed that none of the provisions herein contained or any acts of the Assignee or of the Assignor, shall be deemed to create any relationship between the Assignee and the Assignor other than the relationship of assignee and assignor.

5.04 Rights and Remedies Cumulative

The rights or remedies given to the Assignee hereunder shall be cumulative of and not substituted for any rights or remedies to which the Assignee may be entitled under the Credit Agreement or any other security (including, without limitation, any guarantee or indemnity) provided to the Assignee or at law and may be exercised whether or not the Assignee has pursued or is then pursuing any other such rights and remedies. Furthermore, nothing in this Agreement shall curtail or limit the remedies of the Assignee as permitted by law or any statute to a creditor, all such remedies being in addition to and not in substitution for any other rights of the Assignee under this Agreement, the Credit Agreement or any other security (including, without limitation, any guarantee or indemnity) provided to the Assignee.

5.05 Time of Essence

Time shall be of the essence of this Agreement.

5.06 Notices

Any demand, notice or communication to be made or given hereunder shall be delivered in accordance with the Credit Agreement.

5.07 Waiver

No consent or waiver, express or implied, by the Assignee to or of any breach or default by the Assignor in the performance of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by the Assignor hereunder. Failure on the part of the Assignee to complain of any act or failure to act of the Assignor or to declare the Assignor in default, irrespective of how long such failure continues, shall not constitute a waiver by the Assignee of its rights hereunder.

5.08 Amendments

This Agreement may not be modified or amended except with the written consent of the parties hereto.

5.09 Continuing Security

This Agreement and the rights and remedies it creates are a continuing agreement and security, and shall bind the parties until discharge of this Agreement pursuant to Section 5.02 hereof.

5.10 After Acquired Property

The Assignor covenants and agrees that if and to the extent that its right, title and interest in any Material Property Agreement is not acquired until after delivery of this Agreement, this Agreement shall nonetheless apply thereto and the security interest of the Assignee hereby created shall attach to any such Material Property Agreement at the same time as the Assignor acquires rights therein, without the necessity of any further assignment or other assurance, and thereafter the security interests created hereby in respect of such Material Property Agreement shall be absolute, fixed and specific, subject only to Permitted Encumbrances.

5.11 Attachment

The Assignor warrants and acknowledges that the security interest created herein shall attach upon the execution hereof and that value has been given and that the Assignor has rights in the Material Property Agreements in existence as of the date hereof. The Assignor acknowledges and agrees that there is no agreement between the parties hereto, express or implied, to postpone the attachment of the security interests created hereby.

5.12 Conflict

This Agreement has been entered into pursuant to the provisions of the Credit Agreement and is subject to all the terms and conditions thereof and, if there is any conflict or inconsistency between the provisions of this Agreement and the provisions of the Credit Agreement, the rights and obligations of the parties will be governed by the provisions of the Credit Agreement and this Agreement shall be deemed to be amended accordingly. Notwithstanding the foregoing, in the event that this Agreement contains remedies which are in addition to the remedies set forth in the Credit Agreement, the existence of such remedies shall not constitute a conflict with the terms of this Agreement.

5.13 Assignment

The rights of the Assignee under this Agreement may be assigned by the Assignee to the same extent, and on and subject to the same terms and conditions, as the Assignee may assign its rights under the Credit Agreement. The Assignor may not assign its obligations under this Agreement except in accordance with the provisions of the Credit Agreement.

5.14 Severability

If any covenant, obligation or provision of this Agreement, or the application thereof to any Person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such covenant, obligation or agreement to Persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each covenant, obligation and agreement of this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.

5.15 Joint and Several

If more than one person signs this agreement and assignment as Assignor, such persons are jointly and severally liable to perform and observe all of the obligations herein.

5.16 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.

5.17 Binding On Successors, Etc.

This Agreement and everything herein contained shall enure to the benefit of the Assignee and their respective successors and assigns and shall be binding upon the Assignor and its successors and assigns.

5.18 Counterparts


This Agreement may be executed in any number of counterparts and delivered by electronic means, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument, and it shall not be necessary in


making proof of this Agreement to produce or account for more than one such counterpart executed by each party.

[Signature Page Follows]

IN WITNESS WHEREOF the Assignor has executed this Agreement as of the date first written above.

RIOCAN-HBC LIMITED PARTNERSHIP, by its
general partner, **RIOCAN-HBC GENERAL
PARTNER INC.**

By: 
Name: Ian Putnam
Title: Executive Vice President

By: 
Name: Jennifer Bewley
Title: Treasurer

I / We have the authority to bind the above.