

GUARANTEE INDEMNITY AGREEMENT

THIS INDEMNITY AGREEMENT made as of the 26 day of January, 2024.

B E T W E E N:

RIOCAN-HBC LIMITED PARTNERSHIP
(the “**Partnership**”)

- and -

RIOCAN REAL ESTATE INVESTMENT TRUST
(“**RioCan**”)

RECITALS

- A. Pursuant to a ground lease and amendments, supplements, and assignments thereto identified and described on Schedule A attached hereto (collectively, the “**Lease**”) between, *inter alia*, Yorkdale Shopping Centre Holdings Inc. (the “**Landlord**”), and Hudson’s Bay Company ULC/Compagnie de la Baie D’Hudson SRI (formerly Hudson’s Bay Company) (“**HBC**”), the Landlord leased to HBC the premises described in the Lease located at 3401 Dufferin Street in the City of Toronto, Province of Ontario in the Shopping Centre known as Yorkdale Shopping Centre (the “**Shopping Centre**”) and as further described on Schedule B attached hereto (the “**Leasehold Interest**”).
- B. Pursuant to a beneficial lease assignment made as of the 25th day of November, 2015, HBC conveyed, transferred, sold and assigned to HBC YSS 1 Limited Partnership (“**YSS1 LP**”), all of HBC’s beneficial right, title and interest in and to the Leasehold Interest.
- C. HBC continues to hold legal title to the Leasehold Interest as bare trustee and nominee for and on behalf of YSS 1 LP, as the sole beneficial owner.
- D. HBC is also the general partner of YSS1 LP.
- E. The Partnership holds 99.9991% of the limited partner interests in YSS1 LP.
- F. RioCan has agreed to provide a guarantee (the “**RioCan Guarantee**”) of the obligations of YSS1 LP under a loan from Royal Bank of Canada (the “**Yorkdale Lender**”) to YSS1 LP pursuant to a loan agreement dated as of January 26, 2024 and secured against the Leasehold Interest (the “**Yorkdale Loan**”).
- G. RioCan Property Services Trust (“**RPST**”) has agreed to back-stop the obligations of RioCan to the Partnership under the RioCan Guarantee and in consideration thereof, RioCan has agreed to assign to RPST all of its right, title and interest under this Indemnity Agreement (the “**Indemnity Agreement Assignment**”).

- H. The parties hereto wish to set out in this Indemnity Agreement certain terms and conditions relating to the RioCan Guarantee.

NOW THEREFORE in consideration of the mutual covenants and agreements hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. Definitions

In this Indemnity Agreement, the following terms shall have the meanings set out below:

- (a) **“Business Day”** means a day, other than a Saturday or a Sunday, on which banks are open for business in Toronto, Ontario.
- (b) **“Claims”** means all past, present and future claims, suits, proceedings, liabilities, obligations, losses, damages, penalties, judgments, costs, expenses, fines, disbursements, legal fees on full indemnity basis, interest, demands and actions of any nature or kind whatsoever.
- (c) **“Devonshire Debenture”** means a demand debenture in the principal amount of \$100,000,000.00 to be granted by the Devonshire Nominee to the RPST Nominee immediately following completion of the Indemnity Agreement Assignment, which shall constitute a first charge on the Devonshire Property and in respect of all present and future personal property of the Devonshire Nominee located on or used in connection with or related to the Devonshire Property, including all plans, contracts, drawings, agreements, permits, approvals, equipment, receivables, inventory and intellectual property, if any, and which shall also contain an assignment of property insurance proceeds, as continuing security for the obligations of the Partnership under this Indemnity Agreement to RPST, as such debenture may be amended, modified, supplemented, replaced or restated from time to time.
- (d) **“Devonshire Direction and Acknowledgement”** means the direction from the Partnership, as beneficial owner of the Devonshire Property, to the Devonshire Nominee and others, to execute all security documents to which the Devonshire Nominee is a party and required pursuant to the terms of this Indemnity Agreement, as such direction may be amended, modified, supplemented, replaced or restated from time to time.
- (e) **“Devonshire Nominee”** means, collectively, HBC and Snospmis Limited.
- (f) **“Devonshire Nominee Commitment”** means the limited recourse guarantee of the obligations of the Partnership under this Indemnity Agreement granted by the Devonshire Nominee in favour of RPST, as such limited recourse guarantee may be amended, modified, supplemented, replaced or restated from time to time.
- (g) **“Devonshire Property”** means the property municipally known as 3030 Howard Avenue, Windsor, Ontario.

- (h) **“Devonshire Security”** means, collectively, the Devonshire Debenture, the Devonshire Direction and Acknowledgement, the Devonshire Nominee Commitment and all other documents, security and opinions which may be reasonably requested by RPST from time to time to further create a security interest in the Devonshire Property, as such documents or security may be amended, modified, supplemented, replaced or restated from time to time.
- (i) **“Indemnified Obligations”** means the debts, obligations and liabilities of the RioCan under the RioCan Guarantee.
- (j) **“Indemnity”** means the indemnity defined in Section 2.
- (k) **“Montreal Debenture”** means a demand debenture in the principal amount of \$100,000,000.00 to be granted by the Montreal Nominee to RPST immediately following completion of the Indemnity Agreement Assignment, which shall constitute a second position mortgage/hypothec on the Montreal Property and in respect of all present and future personal property of the Montreal Nominee located on or used in connection with or related to the Montreal Property, including all plans, contracts, drawings, agreements, permits, approvals, equipment, receivables, inventory and intellectual property, if any, and which shall also contain an assignment of property insurance proceeds, as continuing security for the obligations of the Partnership under this Indemnity Agreement to RPST, as such debenture may be amended, modified, supplemented, replaced or restated from time to time.
- (l) **“Montreal Direction and Acknowledgement”** means the direction from the Partnership, as beneficial owner of the Montreal Property, to the Montreal Nominee and others, to execute all security documents to which the Montreal Nominee is a party and required pursuant to the terms of this Indemnity Agreement, as such direction may be amended, modified, supplemented, replaced or restated from time to time.
- (m) **“Montreal Nominee Commitment”** means the limited recourse guarantee of the obligations of the Partnership under this Indemnity Agreement granted by the Montreal Nominee in favour of RPST, as such limited recourse guarantee may be amended, modified, supplemented, replaced or restated from time to time.
- (n) **“Montreal Nominee”** means HBC.
- (o) **“Montreal Property”** means the property municipally known as 585 Sainte-Catherine Street West, Montréal, Québec.
- (p) **“Montreal Security”** means, collectively, the Montreal Debenture, the Montreal Direction and Acknowledgement, the Montreal Nominee Commitment and all other documents, security and opinions which may be reasonably requested by RPST from time to time to further create a security interest in the Montreal Property, as such documents or security may be amended, modified, supplemented, replaced or restated from time to time.

- (q) **“Oakville Place”** means the property municipally known as 240 Leighland Avenue, Oakville, Ontario.
- (r) **“Oakville Place Co-owner Cross Charge”** means the legal and beneficial charges and other acknowledgments granted by RioCan Holdings (Oakville Place) Inc., as nominee and the Partnership to RioCan Financial Services Limited and RioCan, as security for the obligations of the Partnership to RioCan under the Oakville Place Co-Owners Agreement.
- (s) **“Oakville Place Co-Owners Agreement”** means the co-owners agreement between RioCan and the Partnership with respect to their ownership of Oakville Place.
- (t) **“RPST Nominee”** means RioCan Mortgage Corp. or any other nominee corporation identified by RPST from time to time.
- (u) **“Unit Pledge”** means the pledge in favour of RPST by the Partnership of the Units, as such pledge may be amended, modified, supplemented, replaced or restated from time to time.
- (v) **“Unit Pledge Security”** means, collectively, the Unit Pledge, a unit transfer power, the original unit certificate representing all of the Units and all other documents, security and opinions which may be reasonably requested by RPST from time to time to further create a security interest in the Units, as such documents or security may be amended, modified, supplemented, replaced or restated from time to time.
- (w) **“Units”** means all of the limited partnership units owned by the Partnership in YSS1 LP.

2. Indemnity

- (a) The Partnership hereby agrees to indemnify and save harmless RioCan from and against any and all Claims suffered or incurred by RioCan from time to time, and arising from or relating to, directly or indirectly, the Indemnified Obligations.
- (b) The Partnership shall pay to RioCan the amount of all Claims within ten (10) Business Days of demand from RioCan, to the extent RioCan has made payment of such Claim.
- (c) All payments required to be made by the Partnership to RioCan under this Indemnity Agreement shall be made in immediately available funds in lawful Canadian currency, without any set off, counter claim or deduction.

3. Collateral Security

Immediately following notice by RioCan to the Partnership of the completion of the Indemnity Agreement Assignment and as continuing security for all obligations of the

Partnership pursuant to this Indemnity Agreement to RPST, the Partnership shall grant or cause to be granted to RPST and/or the RPST Nominee, as applicable, the following:

- (a) the Devonshire Security;
- (b) the Montreal Security;
- (c) the Unit Pledge Security; and
- (d) an amendments to the Oakville Place Co-Owners Agreement to provide that the Oakville Place Co-owner Cross Charge also secures the obligations of the Partnership to RPST pursuant to this Indemnity Agreement.

4. Subordination and Standstill

If required by the Yorkdale Lender, RPST shall enter into a subordination and standstill agreement with any applicable first position mortgagee of the Montreal Property, provided that such subordination or standstill agreement shall not require RPST to standstill for a period exceeding 180 days.

5. Covenants

- (a) The Partnership covenants and agrees to obtaining all approvals and consents required from any first mortgagee of the Montreal Property in respect of the Montreal Security at the Partnership's sole cost and expense.

6. General

- (a) Unless otherwise specified herein, all notices, requests, demands or other communications to or from RioCan and the Partnership under this Indemnity Agreement or any of the documents described in Section 3 shall be in writing and shall be personally delivered to the addresses as follows:

- (i) to the Partnership:

225 Liberty Street, 31st Floor
New York, NY 10281
Attention: Ian Putnam

With a copy to Thomas Obersteiner at Thomas.Obersteiner@hbc.com

- and to -

RioCan Yonge Eglinton Centre
2300 Yonge Street
Suite 500, P.O. Box 2386
Toronto ON M4P 1E4r

Attention: Andrew Duncan

(ii) to the Lender:

RioCan Yonge Eglinton Centre
2300 Yonge Street
Suite 500, P.O. Box 2386
Toronto ON M4P 1E4r

Attention: Rocky Kim

with a copy to:

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

Attention: Juli Morrow/Bram Green

or at such other address or to such other individual as RioCan or the Partnership, as applicable, may designate by notice to the other. Any written communication or document to be made or delivered pursuant to this Indemnity Agreement shall be made or delivered to the applicable party at the address or e-mail indicated above and shall in any event be deemed to have been, made or delivered, , in the case of any form of written confirmation, when actually received.

- (b) The parties hereto acknowledge and confirm that the recitals to this Indemnity Agreement are true and correct in all respects, and are incorporated into this Indemnity Agreement by reference.
- (c) This Indemnity Agreement may be executed manually or by electronic signature and in any number of counterparts, and delivered electronically, and when so executed and delivered shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. The parties hereby agree that electronic signatures (including, without limitation, by portable document format (PDF) or DocuSign) are intended to authenticate this Indemnity Agreement and have the same force and effect as manual signatures in accordance with the *Ontario Electronic Commerce Act, 2000*, and hereby adopt any manual or electronic signatures received by electronic transmission as original signatures of the parties.
- (d) This Indemnity Agreement and everything herein contained shall extend to, bind and enure to the benefit of the successors and assigns of the parties hereto. The Partnership shall not be permitted to assign its obligations hereunder or any interest herein without the prior written consent of RioCan, which consent may be withheld by RioCan or its assigns in its sole, absolute and subjective discretion. RioCan


shall be permitted to assign its rights and obligations hereunder or any interest to RPST without requiring the consent of the Partnership.

- (e) The parties hereto acknowledge and confirm that notwithstanding anything to the contrary contained herein, the obligations of RioCan hereunder are not and will not be binding upon any trustee of RioCan or any trust, registered or beneficial holder of one of more units of RioCan, or any annuitant under a plan where such a unitholder acts as a trustee or carrier, or any officers, employees or agents of RioCan or any other trust of RioCan and that resort shall not be had to, nor shall recourse or satisfaction be sought from, any of the foregoing or the private property of the foregoing, but recourse shall be had against the assets of RioCan only.
- (f) The provisions of this Indemnity Agreement are intended to be severable. If any provision of this Indemnity Agreement shall be held invalid or unenforceable in whole or in part in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or unenforceability thereof in any other jurisdiction or the remaining provisions hereof in any jurisdiction.
- (g) This Indemnity Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

[signature page immediately follows]

IN WITNESS WHEREOF the parties have hereunto executed this Indemnity Agreement on the first date above written.

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

Per: 
Name: Ian Putnam
Title: Executive Vice President

Per: _____
Name:
Title:

I/We have authority to bind the Corporation

**RIOCAN REAL ESTATE INVESTMENT
TRUST**

Per: _____
Name: Dennis Blasutti
Title: Chief Financial Officer

Per: _____
Name: Rocky Kim
Title: Vice President, Financial Planning
& Analysis and Treasury

I/We have authority to bind the Trust

IN WITNESS WHEREOF the parties have hereunto executed this Indemnity Agreement on the first date above written.

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Per: _____

Name: Ian Putnam

Title: Executive Vice President

Per: _____

Name:

Title:

I/We have authority to bind the Corporation

**RIOCAN REAL ESTATE INVESTMENT
TRUST**

DocuSigned by:

Dennis Blasutti

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Per: _____

Name: Dennis Blasutti

Title: Chief Financial Officer

DocuSigned by:

Rocky Kim

9G9E54FC3147473...

Per: _____

Name: Rocky Kim

Title: Vice President, Financial Planning
& Analysis and Treasury

I/We have authority to bind the Trust

SCHEDULE A LEASE DESCRIPTION

By a lease dated September 26, 2002, the Landlord leased to the original tenant, Hudson's Bay Company, the lands and premises as described in the Lease (the "**Premises**"), notice of which was registered on September 26, 2002 as Instrument No. AT3195, and was re-registered on November 11, 2005 as Instrument No. AT976895 (such lease, as amended from time to time, the "**Lease**");

By a letter agreement dated October 24, 2002 between the Landlord and the original tenant, Hudson's Bay Company, the original term of the Lease was extended pursuant to the Landlord exercising its option to extend the original term for the first four consecutive periods of five years each. Accordingly, the original term as extended by the first, second, third and fourth extension periods expires on September 25, 2027.

By letter agreement dated June 28, 2011 between the Landlord and the original tenant, Hudson's Bay Company, the parties agreed upon certain terms, including respecting certain Landlord's Work and Tenant's Work in connection with the opening of a Top Shop store or department within the Premises and certain other Landlord's work in the Tenant's Home Outfitters store in connection with the construction of the new food court in the shopping centre.

By amending agreement dated April 3, 2014, between the Landlord, the Owner and the Tenant, the parties agreed upon certain terms, including respecting a parking ratio reduction, change to the no-build exception, tenant renovation allowance, and the Landlord's option to increase annual minimum rent.

By beneficial lease assignment dated November 25, 2015, Hudson's Bay Company, the legal and beneficial owner of the leasehold interest in the Premises, assigned its beneficial leasehold interest in and to the Premises to HBC YSS 1 Limited Partnership.

SCHEDULE B LEGAL DESCRIPTION

PIN 10232-0290 (LT)

Part of Lot 8, Concession 2, WYS, designated as Parts 10, 11, 12 and 13 on Plan 66R-13323, save and except Part 1 on Plan 66R-20399, City of Toronto.

PIN 10232-0310 (LT)

Part of Parcel 8-9, Section Y7, being Part of Lot 9, Concession 2, WYS, designated as Parts 1 & 2 on Plan 66R-13323, save and except Part 2 on Plan 66R-16192 and Part 1 on Plan 66R-26957, subject to NY427518 (93168), City of Toronto.

PIN 10232-0139 (LT)

Part of Parcel 8-2, Section Y-7, Freehold, being Part of Lots 8 and 9, Concession 2, WYS, designated as Parts 5 and 6 on Plan 66R-16192, City of Toronto.

PIN 10232-0146 (LT)

Part of Parcel 8-1, Section Y-7, Freehold, being Part of Lots 8 and 9, Concession 2, WYS, designated as Parts 3, 14 and 15 on Plan 66R-13323, save and except Part 1 on Plan 66R-15578, save and except Part 3 on Plan 66R-16192, and save and except Part 4 (leasehold) on Plan 66R-16192, subject to NY329294 (B108844), NY353722 (B108843), NY357732 (B108842) and subject to NY353722 (B108843), City of Toronto.

PIN 10232-0308 (LT)

Part of Parcel 8-9, Section Y7 Freehold, being part of Lot 9, Concession 2 WYS, designated as Part 2 on Plan 66R-16192; and Parcel 9-2, Section Y7 Freehold, being part of Lot 9, Concession 2 WYS, designated as Part 4 on Plan 66R-13323 except Part 1 on Plan 66R-27868 and Part 2 on Plan 66R-26957, City of Toronto.

PIN 10232-0312 (LT)

Part of Lot 9, Concession 2 WYS, being Part 3 on Plan 66R-16192 except Part 2 on Plan 66R-27868, together with C702847; and Part of Lots 8 & 9, Concession 2, WYS, designated as Parts 5 & 6 on Plan 66R-13323, save and except Parts 5 & 6 on Plan 66R-16192 & Part 1 on Plan 66R-19232, subject to A900224, over part 1 on 66R-10317; the east limit of Yorkdale Road confirmed by Boundaries Act Plan 66BA1840 by Instrument No. A903615 amended by C13675, the north limit of Highland Hill confirmed by Boundaries Act Plan 66BA1910 by Instrument No. A933197/D746, City of Toronto.

PIN 10232-0292 (LT)

Part of Lot 8, Concession 2, WYS, designated as Part 7 on Plan 66R-13323, save and except Part 3 on Plan 66R-20399, subject to NY410178 (B106442), City of Toronto.

PIN 10232-0294 (LT)

Part of Lot 8, Concession 2, WYS, designated as Parts 8 and 9 on Plan 66R-13323, save and except Part 2 on Plan 66R-20399, City of Toronto.

PIN 10232-0151 (LT)

Parcel 8-1 and Parcel 8-2, Section Y7 Leasehold, being part of Lots 8 and 9, Concession 2, WYS, designated as Parts 4, 5 and 6 on Plan 66R-16192, City of Toronto.