

SPECIFIC ASSIGNMENT OF LESSOR'S INTEREST IN LEASE

THIS AGREEMENT is made as of the 3rd day of October, 2024.

B E T W E E N : RIOCAN-HBC (OTTAWA) HOLDINGS INC.

(the "**Assignor**")

OF THE FIRST PART

- and -

DESJARDINS FINANCIAL SECURITY LIFE ASSURANCE COMPANY

(the "**Assignee**")

OF THE SECOND PART.

WHEREAS the Assignor is the owner of the Freehold Lands, subject to the Charge, and the owner of a leasehold interest in the Leasehold Lands, subject to the Charge, and has agreed to enter into this Agreement with the Assignee as collateral security for the due payment of the Charge.

NOW THEREFORE it is hereby covenanted, agreed and declared by the Assignor as follows:

1. In this Agreement, unless there is something in the subject matter or context inconsistent therewith:
 - (a) **"Agreement"** shall mean this agreement.
 - (b) **"Charge"** shall mean the charge debenture of the Lands from the Assignor to and in favour of the Assignee securing the principal amount of \$61,000,000.00 and interest thereon, registered in the Land Titles Division of the Wellington Registry Office (No. 61) (the **"Registry Office"**) as instrument number [●].
 - (c) **"Event of Default"** has the meaning ascribed thereto in the Charge.
 - (d) **"Freehold Lands"** has the meaning ascribed thereto in the Charge.
 - (e) **"Lands"** means, collectively, the Freehold Lands and the Leasehold Lands.
 - (f) **"Lease"** shall mean the lease dated as of July 9, 2015 between the Assignor (as successor-interest to RioCan-HBC Limited Partnership), as landlord, and Hudson's Bay Company, as tenant, in respect of the Lands, and all buildings and fixed improvements from time to time located thereon, together with any and all further amendments thereto and renewals and replacements thereof.
 - (g) **"Leasehold Lands"** has the meaning ascribed thereto in the Charge.
 - (h) **"Rents"** shall mean all rents, charges and other moneys now due and payable or hereafter to become due and payable and the benefit of all covenants of tenants, subtenants, users, occupiers, licensees and guarantors, under or in respect of the Lease.
2. The Assignor hereby assigns, transfers and sets over to the Assignee, its successors and assigns (as security for the principal, interest and other amounts secured by the Charge and until the moneys due under and by virtue of the Charge have been fully paid and satisfied) the Lease and the Rents and all benefits and advantages to be derived from the Lease, with full power and authority to demand, collect, sue for, recover, receive and give receipts for the Rents and to enforce payment thereof in the name of the Assignor or the owner from time to time of the Lands.
3. The Assignor hereby represents, warrants, covenants and agrees that:
 - (a) except in accordance with prudent management practice, as determined by the Assignee in its sole discretion, the Assignor has not and will not without the prior written consent of the Assignee do or omit to do any act having the effect of terminating, cancelling or accepting surrender of the Lease or of waiving,

releasing, reducing or abating any of its rights or remedies or the obligations of any other party thereunder or in connection therewith;

- (b) the Lease and the rights of the Assignor thereunder, including the right to receive the Rents, have not been nor without the prior written consent of the Assignee will be altered, varied or amended;
 - (c) none of the Rents has been or will be paid more than one (1) month in advance (except, if so provided in the Lease, for payment of rent for the last month of the term);
 - (d) there has been no default of a material nature which has not been remedied under the Lease by either of the parties thereto; and
 - (e) the Assignor will observe and perform all of its obligations under the Lease.
4. Subject to the provisions of Section 3(c), the Assignor shall be permitted to collect and receive the Rents as and when they shall become due and payable according to the terms of the Lease, unless and until the Assignee shall give notice to the lessee, tenant, user, occupier, licensee or guarantor thereunder requiring payment to the Assignee or otherwise.
5. Nothing herein contained shall have the effect of making the Assignee, its successors or assigns, responsible for the collection of Rents or any of them or for the performance of the covenants, obligations or conditions under or in respect of the Lease or any of them to be observed or performed by the Assignor and the Assignee shall not, by virtue of this Agreement or its receipt of the Rents or any of them, become or be deemed a chargee in possession of the Lands or the charged premises and the Assignee shall not be under any obligation to take any action or exercise any remedy in the collection or recovery of the Rents or any of them or to see to or enforce the performance of the obligations and liabilities of any person under or in respect of the Lease; and the Assignee shall be liable to account only for such moneys as shall actually come into its hands, less all costs and expenses, including legal fees and disbursements and other proper deductions.
6. The Assignor does hereby authorize the Assignee at its option, following the occurrence and during the continuance of an Event of Default, to enter upon the Lands by its officers, agents or employees for the purpose of collecting the Rents and operating and maintaining the Lands, the Assignor hereby authorizes the Assignee to perform all such acts including any acts by way of enforcement of the covenants and exercise of the rights contained in the Lease or otherwise, as may, in the opinion of the Assignee, be necessary for the proper operation and maintenance of the Lands, which said acts may be performed in the name of the Assignor or in the name of the Assignee as in the absolute discretion of the Assignee may seem proper or advisable. The Assignee shall be further authorized to make payment thereout of all proper collection charges and all expenses which the Assignee, in its sole and absolute discretion, shall deem advisable to pay for the proper operation and maintenance of the Lands as aforesaid.
7. The Assignor hereby agrees to execute such further assurances as may be reasonably required by the Assignee from time to time to perfect this Agreement and assignment and whenever in the future any amendment or renewal or replacement of the Lease is made, the Assignor will forthwith advise the Assignee of the terms thereof and if requested by the Assignee, give the Assignee a fresh and better specific assignment of the Lease and the Rents thereunder in form satisfactory to the Assignee.
8. The Assignor further agrees that it will not amend or renew or replace the Lease without the prior written consent of the Assignee. Notwithstanding the foregoing, Hudson's Bay Company shall have the right to sublease or assign the Lease to a prospective assignee or sublessee, as applicable, in accordance with the terms of the Lease, without the prior written consent of the Assignee.
9. It is understood and agreed that this Agreement and assignment is being taken as collateral security only for the due payment of any sum due under the Charge, that none of the rights or remedies of the Assignee under the Charge shall be delayed or in any way prejudiced by these presents and that following registration of a cessation of the Charge, this Agreement and assignment shall be of no further force or effect, and the Lease and the Rents assigned hereunder shall be deemed to have been thereby released and reassigned to the Assignor.

10. Any notice, demand, request, consent, agreement or approval (a "**Notice**") which may or is required to be given pursuant to this Agreement shall be in writing and shall be sufficiently given or made if delivered personally upon the party for whom it is intended, or transmitted by facsimile transmission, or (except in the case of an actual or pending disruption of postal service) mailed by registered mail, and in the case of:

To the Assignor:

RioCan-HBC (Ottawa) Holdings Inc.
c/o RioCan REIT
2300 Yonge Street, Suite 500
Toronto, ON
M4P 1E4

Attention: Barbara Ridgway
Email: bridgway@riocan.com

To the Assignee:

Desjardins Financial Security Life Assurance Company Real Estate
Financing Group
95 St. Clair Avenue West, Suite 700
Toronto, Ontario M4V 1N7

Attention: Mortgage Administration
Email: Toronto@desjam.com


Any such Notice, (i) if delivered personally, shall be deemed to be delivered on the date of delivery thereof, (ii) if transmitted by facsimile transmission prior to 4:00 p.m. on any Business Day shall be deemed to have been delivered on the date of transmission and if delivered by facsimile transmission after 4:00 p.m. on any Business Day shall be deemed to have been delivered on the next following Business Day or (iii) if mailed as aforesaid, the fourth (4th) Business Day following the date of mailing. For the purposes hereof, personal delivery, including delivery by way of a courier service, shall be made by delivery to an officer, director or responsible employee of the party for whom it is intended at its address set out above. If on the date of mailing or on or before such fourth (4th) Business Day thereafter there is a general interruption in the operation of postal service in Canada, Notices shall be delivered personally or by facsimile transmission. Each party may, from time to time, change its address or stipulate an address different from the address set out above by giving Notice thereof to each other party in the manner provided in this Section 10. For purposes hereof, "**Business Day**" means a day, excluding Saturday and Sunday, on which banks are open for commercial business in Toronto, Ontario.

11. This Agreement and everything herein contained shall bind and enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.
12. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
13. In an event of a conflict between the terms of this Agreement and the Credit Agreement (as defined in the Charge), the terms of the Credit Agreement shall prevail.

(signature page follows)

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

RIOCAN-HBC (OTTAWA) HOLDINGS INC.

Per: 
Name: Rocky Kim
Title: Vice President FP&A and Treasury

Per: _____
Name: _____
Title: _____

I/We have authority to bind the above.