

## SPECIFIC ASSIGNMENT OF HBC LEASE

(Hudson's Bay Company ULC Compagnie de la Baie d'Hudson SRI)

THIS AGREEMENT is made as of May 31, 2022

B E T W E E N :

**RIOCAN-HBC LIMITED PARTNERSHIP**

(hereinafter referred to as the "**Assignor**")

OF THE FIRST PART

- and -

**HSBC BANK CANADA**, as Administrative Agent

(hereinafter referred to as the "**Assignee**")

OF THE SECOND PART

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

1. 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**" shall mean this agreement, as the same may be amended, restated, supplemented or otherwise modified 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.
  - (c) "**Lease**" shall mean the lease made as of July 9, 2015 and made between the Assignor, as landlord, and Hudson's Bay Company (now Hudson's Bay Company ULC Compagnie de la Baie d'Hudson SRI), as tenant, in respect of the entirety of the Property, together with any and all amendments thereto and renewals and replacements thereof.

- (d) **"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, users, occupiers, licensees, indemnifiers and guarantors, under or in respect of the Lease.
- 2. As general and continuing security for the payment and performance of the Obligations, the Assignor hereby assigns, transfers and sets over to the Assignee, its successors and assigns, 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 Property.
- 3. The Assignor hereby represents, warrants, covenants and agrees that:
  - (a) 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 have 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 Property 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 Property by its officers, agents or employees for the purpose of collecting the Rents and operating and maintaining the Property. 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 Property, 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 Property 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 replace 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 general and continuing security for the payment and performance of the Obligations, that none of the rights or remedies of the Assignee under any of the Loan Documents shall be delayed or in any way prejudiced by this Agreement 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 demand, notice or communication to be made or given hereunder shall be delivered in accordance with the Credit Agreement.
11. This Agreement and everything herein contained shall bind and enure to the benefit of the parties hereto and their respective successors and permitted assigns.
12. 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.
13. 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.

14. If there is more than one person named as Assignor hereunder, the liability of such persons hereunder shall be joint and several and reference to the Assignor in this Agreement shall refer to each of the persons named as Assignor herein individually as well as all of them collectively.
15. This Agreement may be executed and delivered in any number of counterparts and by electronic transmission, each of which when so executed and delivered shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument.

***[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.