

APPENDIX II
PHARMACY MASTER AGREEMENT

See Next Page

**MASTER AGREEMENT
(Pharmacy)**

This **MASTER AGREEMENT** (the "*Agreement*") is entered into effective as of March 8, 2012 (the "*Effective Date*"), by and between Target Canada Co., a Nova Scotia, Canada unlimited company ("*Target Canada*") and Target Canada Pharmacy Franchising LP, an Ontario, Canada limited partnership ("*Target Pharmacy*").

RECITALS

WHEREAS, Target Corporation and related entities (the "*Target Group*") have expanded their business to include a Canadian retail operations segment to be carried out by Target Canada.

WHEREAS, Target Canada is the operator of the Target® retail stores located throughout Canada and scheduled to open in 2013 and 2014;

WHEREAS, Target Pharmacy has developed a system related to the establishment, development and operation of retail pharmacies and has begun offering franchises to operate a Target Pharmacy with Target retail stores in Canada (excluding Québec);

WHEREAS, Target Canada desires to provide certain services to Target Pharmacy to facilitate the operation of the retail pharmacies and Target Pharmacy desires to contract with Target Canada for such services;

WHEREAS, Target Brands, Inc., a Minnesota corporation ("*TBI*") is the owner of or has certain rights in existing Intangible Property (as defined below);

WHEREAS, TBI has granted to Target Canada an exclusive, sublicensable license to the Intangible Property in connection with retail pharmacy operations;

WHEREAS, TG Holdings, an exempted general partnership organized under the laws of Bermuda ("*TG Holdings*") is the owner of the exclusive economic exploitation rights associated with the mark EXPECT MORE PAY LESS in Canada;

WHEREAS, TG Holdings has granted to Target Canada an exclusive, sublicensable license to the EXPECT MORE PAY LESS mark in connection with retail pharmacy operations.

NOW THEREFORE, in consideration of the promises, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

I. SERVICES

- I.1** Target Canada agrees to perform or provide through its own resources or through its contractual relationships with other Target Group companies the following services for Target Canada (the "*Services*") as further defined in Section 2 below:

- (a) Pharmacy Operations Support Services;
 - (b) Licensed Space for pharmacy operations; and
 - (c) Administrative and Business Services.
- 1.2 Target Canada hereby grants a license to Target Pharmacy to use the Licensed Space. Target Pharmacy hereby expressly acknowledges that such grant is the grant of a license, not a lease or sublease, and that this Agreement convey no interest of any kind whatsoever in or to the Licensed Space, other than a mere license to temporarily use the Licensed Space for the Term. The parties expressly agree that there exists no landlord and tenant relationships between Target Canada and Target Pharmacy.

2. DEFINITIONS

- 2.1 **Defined Terms.** Capitalized terms appearing in this Agreement shall have the meaning described below.
- 2.2 “**Administrative and Business Services**” shall mean the administrative and business services as more fully described on **Schedule 1.1(c)**.
- 2.3 “**Affiliate**” or “**Affiliates**” shall mean a corporation, company or other legal entity which is a member of the Target Group for United States Generally Accepted Accounting Principles (“**US GAAP**”) purposes.
- 2.4 “**Intangible Property**” shall mean any and all of Target Canada’s intangible property rights and associated intellectual property rights, including all Work Product, whether existing as of the Effective Date or developed or acquired later in time, including, but not limited to: (i) works of authorship throughout the world, including but not limited to copyrights, neighboring rights, moral rights and all derivative works thereof; (ii) trademark and trade name rights and similar rights; (iii) trade secret rights; (iv) patents, designs, manufacturing processes, know-how and other industrial property rights; (v) all theatrical, video and DVD, television, live stage production, sound recording, software applications and all ancillary and derivative rights, (vi) all other intellectual and industrial property rights (of every kind and nature throughout the world and however designated) whether arising by operation of law, contract, license, or otherwise; and (vii) all registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force (including any rights in any of the foregoing).
- 2.5 “**Licensed Space**” shall mean the area designated within the Target retail store for the operation of the pharmacy that is owned or leased by Target Pharmacy as more fully described on **Schedule 1.1(b)**.

- 2.6 “**Party**” shall mean Target Canada Co. or Target Canada Pharmacy Franchising LP, or, if used in the plural, both Target Canada Co. and Target Canada Pharmacy Franchising LP.
- 2.7 “**Pharmacy Operation Support Services**” shall mean operations-related goods and services, advertising support, rebate processing, training services and such other goods and services that the parties may agree on from time to time as further described in Schedule 1.1(a) of this Agreement.
- 2.8 “**Product**” or “**Products**” shall mean any products distributed through a retail pharmacy on behalf of either Target Canada or Target Pharmacy or distributed through a retail pharmacy by authorized third parties pursuant to a duly executed Sublicense (as defined in section 3.1(a)) agreement.
- 2.9 “**Service**” or “**Services**” shall mean any retail pharmacy services provided by Target Pharmacy, or provided by authorized third parties pursuant to a duly executed sublicense.
- 2.10 “**Territory**” shall mean Canada, except the province of Québec.
- 2.11 “**Work Product**” shall mean all intellectual property including specifications, data, designs, discoveries, inventions, products, modifications, technical information, market information, procedures, processes, manufacturing know-how developed in the Territory that becomes patented, improvements, developments, drawings, notes, documents, live motion picture or television films, live stage productions, sound recordings, software applications and all ancillary or derivative media reproductions, information and materials directly or indirectly made, conceived, reduced to practice or developed by Target Pharmacy, on Target Pharmacy’s behalf or by Sublicensees (as defined in section 3.1(a)) which result from, relate to or arise out of Target Pharmacy’s performance under this Agreement and relate to the Products or Services or any Intangible Property therein.
- 2.12 “**Year**” shall mean the calendar year, or any other twelve- (12) month period corresponding to Target Canada’s fiscal year.

3. LIMITED LICENSE TO USE INTANGIBLE PROPERTY

- 3.1 **Grant of Limited License by Target Canada.** To the extent of its legal right to do so, and subject to the rights of third party licensors under any development, research or licensing agreements (whether now in effect or entered into in the future or arising otherwise), Target Canada hereby grants to Target Pharmacy within the Territory, an exclusive, sublicensable, royalty-free license to commercially exploit all Intangible Property for all legal purposes in connection with Target Pharmacy’s provision of Services within Canada, its territories and possessions and Products to be distributed within Canada, its territories and possessions and for the term set forth in Section 6, subject to and upon the terms and conditions of this Agreement as follows:

- (a) Under specified terms and conditions set out below, Target Canada grants to Target Pharmacy the right to grant and enter into sublicense agreements (hereinafter "***Sublicense(s)***") with third parties and Affiliates (hereinafter "***Sublicensee(s)***") to sublicense the Intangible Property rights in connection with the establishment, development and operation of retail pharmacies within Canada, its territories and possessions and Products to be distributed within Canada, its territories and possessions. Target Canada does not grant the right to sublicense the Intangible Property rights for any other purpose.
- (b) Notwithstanding anything to the contrary herein contained, Target Canada and Target Pharmacy agree that the rights granted herein and the restrictions herein contained shall be subject to the laws of the Territory and all rules, regulations, directives, laws and legislation associated therewith as the same may be in force from time to time.
- (c) Unless otherwise agreed in writing, Target Pharmacy shall not actively seek trade customers for the Products, its territories or provinces, whether in the name of TBI, an Affiliate, or any registered user or other licensee of Target Canada.
- (d) It is a condition of the right to Sublicense granted under this Agreement that Target Pharmacy shall procure that any Sublicense(s) between itself and any Sublicensee shall:
 - (i) be in writing;
 - (ii) grant no rights inconsistent with this Agreement;
 - (iii) impose on the Sublicensee in respect of the rights sublicensed thereunder all covenants and obligations, including confidentiality obligations, which are assumed by or imposed on Target Pharmacy under this Agreement, *mutatis mutandis*;
 - (iv) absent consent of the parties, terminate, *inter alia*, not later than when all licensed rights under the Agreement, subject of said Sublicense(s) have terminated or expired. In the event the Agreement is not renewed, Target Canada will honor the Sublicense(s) entered into by Target Pharmacy;
 - (v) be maintained on file and available upon request to Target Canada within seven (7) days of execution;
 - (vi) require Target Pharmacy at first request of Target Canada to register the Sublicense(s) in the appropriate registers as indicated by Target Canada;

- (vii) provide for Target Canada's inspection of licensed Products and Services, including samples, and provide timely notice regarding misuse of Target Canada's Intangible Property;
- (viii) require Sublicensees' further Sublicenses, if any, to comply with the provisions of Section 2 herein; and
- (ix) require all Sublicensees to assign and transfer all Work Product created during this Agreement's term to TBI at the moment of its creation, including works made for hire, which shall designate TBI as the author with the intent that TBI's and Target Canada's rights and protection under this Agreement shall not be in any way adversely affected by any such Sublicense(s) and/or upon termination of this Agreement between Target Canada and Target Pharmacy.

3.2 Control By TBI. TBI shall have the right to inspection and prior approval of all uses of the Intangible Property on or in connection with the Product, including but not limited to advertising, and also have the right to inspection and prior approval of the quality of the Product or Service associated with the Intangible Property as fully set forth in **Exhibit A**. TBI's rights shall apply as against Target Pharmacy and all sublicensees, agents, and successors. Consistent with and subject to TBI's rights, Target Canada shall also have the foregoing rights as to Target Pharmacy, including those fully set forth in **Exhibit A**.

3.3 Notice to Target Canada. Except as provided in Section 3.1, Target Pharmacy shall not sublicense, make available or otherwise transfer any of its rights hereunder without the prior written consent of Target Canada.

3.4 Subject To Third Party Rights. The rights granted under this Agreement to Target Pharmacy are subject to any existing or future third party licensor rights in the Intangible Property and/or the Products and Services and nothing in this Agreement shall relieve either Party of its obligations in respect of royalty payments to third parties with respect to Products and Services or Intangible Property if and to the extent applicable.

4. RIGHTS AND CONFIDENTIALITY

4.1 Rights in Intangible Property. As between TBI, Target Canada and Target Pharmacy:

- (a) All right, title, and interest in the Intangible Property licensed hereunder are and shall remain with TBI, subject to the license granted to Target Pharmacy herein. Target Pharmacy shall not at any time do or cause to be done, or fail to do or cause to be done, any act or thing, directly or indirectly, contesting or in any way impairing TBI's right, title, or interest in the Intangible Property licensed hereunder.

- (b) Target Pharmacy will not make any representation or do any act which may be taken to indicate that it has any right, title or interest in or to the ownership or use of any of the Intangible Property except as defined under the terms of this Agreement, and acknowledges that nothing contained in this Agreement shall give Target Pharmacy any right, title or interest in or to the Intangible Property save as expressly granted hereby.
- (c) Target Canada shall use its best endeavors to secure and preserve its rights with regard to the Intangible Property by such means as are required by the laws of the Territory to keep the rights valid and effective, including the payments of taxes and fees.
- (d) Target Pharmacy agrees to take whatever action is appropriate or necessary to protect TBI's rights in the Intangible Property including but not limited to: cooperating in and compensating TBI for any new domestic or foreign applications for intellectual property registration pursued by TBI within the Territory; and registering as a licensee or user of TBI's trademark in connection with the Products and Services upon request by TBI or Target Canada.
- (e) Target Pharmacy shall not do or omit to do any act or thing the doing or omission of which might prejudice the continued existence of the rights with regard to the Intangible Property.
- (f) During and after the term of this Agreement, Target Pharmacy agrees and warrants that it will not, either within or outside the Territory, infringe upon or cause or facilitate the infringement of any trademarks or other related rights derived from or confusingly similar to the Intangible Property.
- (g) Target Pharmacy agrees to promptly notify TBI of conflicting activities by third parties of which Target Pharmacy becomes aware. On written notice from Target Pharmacy of such activities, in the first instance TBI may, but is not required to, take appropriate legal action. Until TBI and Target Canada decline to take legal action, Target Pharmacy shall take no legal action, however, without TBI's and Target Canada's prior written consent. Target Pharmacy agrees to cooperate fully in and pay for any action taken by Target Canada, at TBI's or Target Canada's expense. TBI, in the first instance, and Target Canada, in the second instance, may, but are not required to, initiate and control any legal action undertaken pursuant to this provision.
- (h) Target Pharmacy agrees to ensure that all uses of the Intangible Property including use on the Product or with the Service comply with and are distributed in compliance with all relevant copyright, trademark, design right, registered design and other relevant intellectual property laws in the Territory.

- (i) Target Canada may terminate this Agreement immediately upon giving notice to Target Pharmacy if Target Pharmacy shall challenge the validity of or TBI's ownership of the Intangible Property or any rights licensed by Target Canada to Target Pharmacy hereunder.
- (j) Target Pharmacy hereby unconditionally and irrevocably grants, agrees to grant, assigns, agrees to assign, transfers, agrees to transfer, conveys, agrees to convey and delivers and agrees to deliver to TBI all rights, titles and interests in and to all Work Product created or developed during the term of this Agreement, all as of the date of creation or development of such Work Product, with no further act or action required in order to effect such assignment and transfer, and subject to the license granted to Target Pharmacy herein. To the extent Work Product is a "work made for hire" under applicable copyright law, it shall be considered a "work made for hire" from the moment of creation, the copyright of which shall be owned exclusively by TBI worldwide. To the extent such Work Product does not qualify as a "work made for hire" under applicable copyright law, all rights, titles and interests that Target Pharmacy may have in and to same is hereby assigned, transferred and conveyed from the moment of creation exclusively to TBI. Target Pharmacy shall execute such documents, render such assistance, and take such other action as TBI and/or Target Canada may reasonably request, at TBI's expense, to apply for, register, perfect, confirm, and protect TBI's rights to the Work Product. Target Pharmacy shall not at any time do or cause to be done, or fail to do or cause to be done, any act or thing, directly or indirectly, contesting or in any way impairing TBI's rights, titles, or interests in the Work Product. Target Pharmacy acknowledges that any right to Work Product assigned, transferred or conveyed to TBI may be assigned by Target Canada to any Affiliate or other third party. Pursuant to Section 3.1 above, the Work Product, along with all other Intangible Property, is licensed to Target Pharmacy within the territory under the terms of this Agreement.

4.2 Waiver of Moral Rights. Target Pharmacy hereby waives any and all moral rights, including without limitation any right to identification of authorship or limitation on subsequent modification that Target Pharmacy (or its employees, agents or consultants) has or may have in any Work Product and any derivatives, improvements or modifications thereof.

4.3 Goodwill. Target Pharmacy shall uphold TBI's good name, preserve its goodwill, and protect TBI's and Target Canada's Intangible Property rights and associated rights or interest during the term of this Agreement. TBI and/or Target Canada shall have the right to immediately terminate this Agreement in the event that Target Pharmacy engages in any illegal, indecent, immoral, harmful or scandalous behavior or activities that may directly or indirectly damage TBI's reputation or good will.

4.4 **Confidentiality.** During and subsequent to the term of this Agreement, Target Pharmacy, its agents and employees shall not make any unauthorized use or disclosure of any knowledge or information of a confidential or proprietary nature concerning the Intangible Property, or other private or confidential matters of TBI or Target Canada, and shall refrain from any acts or omissions that would reduce the value of such confidential matters to TBI or Target Canada or that would deprive or tend to deprive TBI or Target Canada of trade secret or other intellectual property protection with respect to such confidential matters. Target Pharmacy shall develop and implement such procedures as may be reasonable and prudent to prevent the intentional or negligent disclosure to third parties of the Intangible Property licensed hereunder and related confidential information, including (but not limited to) requiring each of its employees having access to such information to enter into an appropriate written confidentiality agreement with Target Pharmacy. The foregoing obligations shall not apply to knowledge or information which prior to receipt thereof from TBI or Target Canada was in the possession of Target Pharmacy and at its free disposal; or is subsequently disclosed to Target Pharmacy without any obligations of confidence by a third party who has not derived it directly or indirectly from TBI or Target Canada, or is or becomes generally available to the public through no act or default of Target Pharmacy or its agents or employees.

4.5 **Permitted Disclosure.** Notwithstanding the foregoing, Target Pharmacy shall have the right: (a) to communicate to suppliers relevant portions of the Intangible Property licensed hereunder reasonably necessary for, and solely for the purposes of, the procurement by Target Pharmacy of commercially available materials and parts for use in the manufacture and/or installation of the Products or provision of Services; and (b) to communicate to customers acquiring the Products or receiving the Services such portions of the Intangible Property licensed hereunder as are reasonably needed by such customers for operating and maintaining the Products or using the Services; provided however, that any recipients of the Intangible Property licensed hereunder shall be advised by Target Pharmacy, in writing, at the time of or before such communication, that proprietary information is being communicated and that such information is to be kept confidential and must not be used or disclosed except as permitted hereunder, and provided further, that such recipient undertakes, in writing, prior to disclosure, to respect such confidentiality and to be bound by terms and conditions given in this Section 4.

5. COMPENSATION

5.1 **Fees.** In consideration for Services and any related materials and property provided by Target Canada, Target Pharmacy agrees to pay Target Canada arm's length fees ("*Fee*") as set forth on **Schedules 1.1(a), 1.1(b) and 1.1(c)**. The arm's length service Fees will be analyzed at the end of the term and, in the event the agreement is extended, the Fees will be modified as agreed upon between the parties.

- 5.2 **Payment.** The Fee owed by Target Pharmacy for the Services and any related materials and property shall accrue and be charged either throughout or at the end of Target Canada's fiscal year and shall be paid as follows: no later than 30 days after the end of Target Canada's fiscal year, Target Pharmacy shall pay to Target Canada the total amount of charges due for all Services performed and any related materials and property provided during such fiscal year, with a credit against such payment for any amounts previously paid in excess of the amounts actually due for the fiscal year.
- 5.3 **Exclusive of Sales Taxes.** All amounts payable by Target Pharmacy to Target Canada pursuant to this Agreement do not include any value-added, sales, use, consumption, multi-staged, ad valorem, personal property, customs, excise, stamp, transfer, or similar taxes, duties, or charges, (collectively "**Sales Taxes**") and all Sales Taxes are the responsibility and for the account of Target Pharmacy. If Target Canada is required by law or by administration thereof to collect any applicable Sales Taxes, Target Pharmacy shall pay such Sales Taxes to Target Canada concurrent with the payment of any consideration payable pursuant to this Agreement, unless Target Pharmacy qualifies for an exemption from any such applicable Sales Taxes, in which case Target Pharmacy shall, in lieu of payment of such applicable Sales Taxes, deliver to Target Canada such certificates, elections, or other documentation required by law or the administration thereof to substantiate and effect the exemption claimed.
- 5.4 **Currency.** All payments must be made in Canadian dollars unless otherwise agreed by the parties.

6. TERM AND TERMINATION

- 6.1 **Term.** This Agreement is effective as of the Effective Date and will continue in perpetuity subject to the termination provision in Section 6.2 below.
- 6.2 **Termination.** Either party may terminate this Agreement upon 30 days prior written notice, however, this agreement shall not be terminated by either party and will remain in full force and effect so long as there is any Pharmacy Franchise Agreement in effect between Target Pharmacy and a Franchisee.
- 6.3 **Consequences upon Termination.**
- (a) Upon termination or expiration of this Agreement, the parties shall continue to be bound by the provisions of Section 4 (Intangible Property Rights) above, Section 7 (Limitation on Liability), Section 9 (Compliance with Laws), Section 10 (Relationship Between the Parties), and Section 11 (General Provisions).
 - (b) Further, in the event of termination of this Agreement under any of its provisions, Target Pharmacy is not relieved of its liabilities accruing up to the time of termination.

- (c) Target Pharmacy shall immediately assign any Sublicense(s) in effect at the time of expiration or termination of this Agreement to TBI, Target Canada or its designee.
- (d) Target Pharmacy agrees that upon termination of this Agreement based on default of Target Pharmacy and provided Target Canada has given the termination notice in accordance with Section 6.2 hereof, Target Pharmacy shall forthwith cease and desist in the manufacture and sale of Products and marketing, and shall deliver to Target Canada without cost all plates, molds, preprints, matrices and other devices and materials using the Intangible Property for Target Canada's free and unencumbered disposal or shall certify to Target Canada that such have been destroyed.
- (e) Target Canada agrees that at the termination of this Agreement for any reason other than the default of Target Pharmacy, Target Pharmacy shall have a period of not more than ninety (90) days thereafter to dispose of all of the unsold Product that has been completed by it prior to such termination, provided such Product was in the process of manufacture more than sixty (60) days before said termination. It is further provided under this Section 6.3(d) that Target Pharmacy shall, prior to disposing of said unsold Product, give Target Canada a true itemized statement of all such unsold Product in inventory and sufficient detailed manufacturing information to substantiate the applicability of this Section 6.3(d) to said Product. Target Canada or its authorized representative shall have the option to conduct a physical inventory in order to verify such inventory statement.
- (f) Nothing in Section 6.3(d) shall be construed as authorizing Target Pharmacy to: (i) sell Product not approved by Target Canada, or (ii) to sell Product otherwise than as set forth or contemplated in this Agreement or, (iii) to discontinue regular sales of and to sell the remainder of the Product in job lots at reduced prices without first offering to sell the same to Target Canada at such prices and giving Target Canada a reasonable opportunity to purchase the same or, (iv) manufacture, sell or dispose of any Product covered by this Agreement after its expiration or its termination based on the failure of Target Pharmacy to affix notice of copyright, trademark or service mark registration or any other notice to the Product cartons, containers, packing or wrapping material or advertising, promotional or display material. Additionally, any termination or expiration based on the departure by Target Pharmacy from the quality and style approved by Target Canada pursuant to Section 3.2, or the exercise by TBI of its rights under Sections 4.3, or this Section 6 hereof shall not be construed as authorizing any manufacture, sale or disposition of any Product under the preceding Section 6.3(d).

7. LIMITATION OF LIABILITY

- 7.1 **Target Pharmacy's Liability.** Target Pharmacy will indemnify, defend and hold Target Canada harmless from and against any and all claims, demands, suits, losses, damages and liabilities (including, without limitation, interest and reasonable attorneys' fees) arising out of or resulting from Target Pharmacy's failure to comply with any law, ordinance or regulation applicable to its business or Target Pharmacy's breach of this Agreement, except to the extent Target Canada has primary liability pursuant to Section 7.2.
- 7.2 **Target Canada's Liability.** Target Canada will indemnify, defend and hold Target Pharmacy harmless from and against any and all claims, demands, suits, losses, damages and liabilities (including, without limitation, interest and reasonable attorneys' fees) arising out of or resulting from Target Canada's failure to comply with any law, ordinance, or regulation applicable to its business or Target Canada's breach of this Agreement, except to the extent Target Pharmacy has accepted primary liability pursuant to Section 7.1.
- 7.3 **Notice.** A party's obligation to defend and indemnify the other hereunder is subject to the conditions that the party seeking indemnification promptly notifies the other party in writing of any such claim, the party seeking indemnification cooperates fully in defense of the claim and the indemnifying party has control of the defense, to the extent of the indemnity.

8. REPRESENTATIONS AND WARRANTIES

Target Canada represents and warrants that: (a) it has the full power and authority to enter into this Agreement and (b) the execution and performance of this Agreement has received all necessary corporate approvals and consents and will not constitute a default under any provision of Target Canada's organizational documents.

9. COMPLIANCE WITH LAWS

- 9.1 **Compliance with the Law.** Target Canada must strictly comply with all applicable laws, rules, regulations and governmental orders, now or hereafter in effect, relating to its performance of this Agreement. Target Canada further agrees to make, obtain, and maintain in force at all times during the term of this Agreement, all filings, registrations, reports, licenses, permits and authorizations (collectively "*Authorizations*") required under applicable law or order in order for Target Canada to perform its obligations under this Agreement. Target Pharmacy will provide Target Canada with such assistance as Target Canada may reasonably request in making or obtaining any such Authorizations.
- 9.2 **Changes in the Law.** Target Canada will inform Target Pharmacy of all actual and anticipated changes in the law or regulatory environment that might have an impact on the provision of Services under this Agreement.

10. RELATIONSHIP BETWEEN THE PARTIES

Target Canada, in providing Services and any related materials and property to Target Pharmacy hereunder, is acting only as an independent contractor. The parties agree that the relationship between them is not that of partners and, except as expressly authorized in writing or pursuant to the terms of this Agreement, neither party has the authority to act on behalf of or bind the other party.

11. GENERAL PROVISIONS

- 11.1 **Governing Law.** This Agreement is governed by, and construed in accordance with, the laws of Ontario, Canada.
- 11.2 **Amendments.** No provision of this Agreement shall be amended or waived except by a written agreement executed by both parties.
- 11.3 **Severability.** If any one or more provisions of this Agreement shall be found to be illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 11.4 **Headings.** The descriptive headings contained herein are for convenience only and shall not control or affect the meaning, interpretation or construction of any provision of this Agreement.
- 11.5 **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the successors and legal representatives of the respective parties hereto. This Agreement may not be assigned by any party without the prior written consent of the other party, except to an entity directly or indirectly controlling, controlled by, or under common control with the assigning party.
- 11.6 **Notices.** All notices required by this Agreement shall be in writing to the addresses set forth below, or such other addresses as may be designated in writing by the respective party. Any notices shall be deemed effectively given when received by the other party.

If to Target Canada: Target Canada Co.
5570 Explorer Drive
Mississauga, ON L4W-0C3
Attention: General Counsel

If to Target Pharmacy: Target Canada Pharmacy Franchising LP
5570 Explorer Drive
Mississauga, Ontario
Canada L4W 0C3
Attention: Vice President of General Partner

11.7 **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

****[Signature Page to Follow]****

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

TARGET CANADA CO.

By: 

Name: Terri K. Simard

Title: Vice President

Date Signed: Jan. 29, 2013

**TARGET CANADA PHARMACY
FRANCHISING LP**

**By: Target Canada Health Co., its General
Partner**

By: 

Name: Mark J. Wong

Title: Vice President and Secretary

Date Signed: Jan. 30, 2013

Schedule 1.1 (a)
Pharmacy Operations Support Services

Description of Service	Fee
<p>1. Operations Services. Operations goods and services including point of sale technology, dispensing equipment (including Dispensing Robot), facsimile service, utilities, waste disposal and common area maintenance</p>	<p>C \$800 per fiscal month, per franchisee to be prorated for the first and last fiscal month</p>
<p>2. Advertising. Establishment, maintenance and administration of advertising fund; execution of national advertising campaigns to increase or enhance general public recognition and acceptance of Target Pharmacy franchisees; development of advertising, marketing and promotional materials</p>	<p>One percent (1%) of gross sales of franchise for the previous month</p>
<p>3. Rebate Processing. Rebate Processing related to the purchase of Generic Prescription Drug Products and supplies and products purchased by Target.</p>	<p>In provinces other than Ontario and Manitoba, 25% of the cost for the purchases of primary Generic Prescription Drug Products and a minimum of 15% of the acquisition cost for purchases of secondary Generic Prescription Drug Products.</p> <p>For the province of Manitoba, 40% of the cost for the purchases of primary Generic Prescription Drug Products and a minimum of 30% of the acquisition cost for purchases of secondary Generic Prescription Drug Products.</p> <p>For the province of Ontario, there is no rebate percentage on primary or secondary Generic Prescription Drug Products.</p>

4. Training. Provide initial training program and ongoing refresher or advance training programs; organize national business meetings or annual conventions. Provide access to operations manual, information and materials necessary to assist in the operation of the franchises.	Cost
--	------

Schedule 1.1 (b)
Licensed Space

Description of Service	Fee
1. License of space designated within the Target retail store for the operation of a Target Pharmacy retail pharmacy; development and maintenance of leased space to include installation of all fixtures, furnishings, leasehold improvements, signs and equipment deemed appropriate for the operation of the pharmacy.	Fee based upon the fair market value of the Licensed Space to be paid monthly. If, during the franchisee's first four (4) fiscal years, the franchisee fails to reach monthly gross sales of C\$ 100,000 at the end of a fiscal month, the licensed space fee for that month will be waived, provided that the franchisee is in compliance with its obligations under the Franchise Agreement.

Schedule 1.1 (c)
Administrative and Business Services

Description of Service	Fee
Accounting, Accounts Payable, Financial Reporting, Finance services; Assets Protection services; Cash Management services; Communication and Public Relations services; Human Resources and Payroll services; Legal services; Office Administration services; Risk Management services; Tax compliance services; and TTS/SAP/Information services	Cost

Exhibit A
**Right To Prior Approval Of Use Of Intangible Property On Or In Connection With The
Products And Services; Quality Control**

1. CONTROL BY TBI.

- 1.1** TBI shall have the right to control all uses of the Intangible Property on or in connection with the Products and Services including, but not limited to, all aspects of the Products themselves, packaging, advertising, display, labeling, trade dress, publicity, press releases and merchandising. TBI shall also have the right to control the nature and quality of the Products and Services associated with the Intangible Property, as well as the rights to use the Products and Services in motion picture, theatrical, or television product placement programs. TBI, in its sole discretion, shall have the first right to initiate and control enforcement of the Intangible Property.
- 1.2** Pursuant to this right of control, TBI, through such agents or representatives as it may designate, shall have free access to Target Canada's facilities, upon reasonable notice, at all times during business hours with the right to full disclosure of all apparatus, methods, and materials used by Target Canada in the production and sale of the Products and Services, and shall have the right to take reasonable free samples of Target Canada's Products and Services and all of the materials used in the manufacture, thereof, and requisition Target Canada's services for the purpose of examination or testing.

APPENDIX JJ
PHARMACY CASH MANAGEMENT AGREEMENT

See Next Page

CASH MANAGEMENT AGREEMENT
(Target Canada and Target Canada Pharmacy Franchisor)

This Agreement is made and entered into effective as of May 1, 2012, by and between Target Canada Co, a Nova Scotia unlimited company ("*Target Canada*") and Target Canada Pharmacy Franchising LP, an Ontario limited partnership ("*Franchisor*").

WHEREAS, Target Corporation and its related entities (the "*Target Group*") have undergone an internal restructuring in order to assist in positioning the Target Group for future growth, including international retail expansion. This restructuring allowed for greater operational focus, flexibility and efficiency;

WHEREAS, Franchisor wishes to participate in a centralized cash management and treasury operating process managed by Target Canada and, administered by Target Corporate Services, Inc., on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual agreements, provisions and covenants contained in this Agreement, the parties agree as follows:

1. Cash Management Services. Target Canada agrees to provide, directly or through a subcontractor, cash management services to Franchisor. Pursuant to these operating processes, Target Canada will manage cash receipts and disbursements on behalf of Franchisor, including daily sweeping of all collections deposited in Franchisor's zero balance bank account(s) to Target Canada's master bank account and funding of Franchisor disbursements in the ordinary course of Franchisor's business from Target Canada's master bank account. Franchisor collections and disbursements will be monitored and accounted for and the net amount of such collections and disbursements shall be subject to cash settlement on a regular basis as may be mutually agreed (the "*Settlement*"). These transactions will result in the creation of intercompany payables and receivables due to and from Target Canada and Franchisor. These payables and receivables shall be subject to the terms and conditions described in this Agreement.
2. Promise to Pay; Advances. Each of Franchisor and Target Canada hereby promises to pay to the other on demand any amount owed by such party upon Settlement of the intercompany payables and receivables (each such amount owed is an "*Advance*" and together the "*Advances*"). Nothing in this Agreement shall obligate either party to make a loan or advance to the other party beyond those Advances arising in the ordinary course of business as a result of the cash management activities.
3. Interest. Interest, if any, shall accrue on the average balance of the Advances outstanding during any month, calculated as the arithmetic mean of the beginning and ending balances for such month, at a monthly rate equal to one-twelfth (1/12) of the Internal Revenue Service-published "short term 100% annual compounding" AFR rate published for such month. Any interest shall be credited to the outstanding balance monthly.

4. Payment. Either party may demand payment of all or any portion of the Advances owed it at any time, by giving the other party written notice of such demand for payment. The party receiving such demand shall pay such amount within seven (7) days of receipt of such notice. Any party may, without penalty or premium, make prepayments of principal or accrued interest from time to time in such amounts as it desires. Such payments may be made through such methods as Target Canada and Franchisor find mutually acceptable.

5. Miscellaneous.

(a) This Agreement shall be governed and construed in accordance with the laws of Ontario.

(b) Either party may terminate this Agreement at any time upon delivery of written notice to the other. This Agreement shall automatically terminate in the event any third party or non-Target group member acquires control of more than fifty percent (50%) of Franchisor through the purchase, assignment, transfer, pledge, or other disposition of voting stock.

(c) Neither Target Canada, nor Franchisor, shall have the right to assign any rights hereunder or any interest herein without the prior written consent of the other party to this Agreement. Otherwise, this Agreement shall be binding upon and inure to the benefit of Target Canada and Franchisor and their respective successors and assigns.

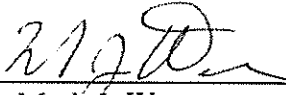
(d) This Agreement may be executed in counterparts, each of which when executed shall constitute an original, but all such counterparts together shall constitute one and the same instrument.

[Remainder of Page Intentionally Left Blank]

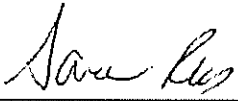
IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first above written.

**TARGET CANADA PHARMACY
FRANCHISING LP**

By: TARGET CANADA HEALTH CO.
Its General Partner

By: 
Name: Mark J. Wong
Title: Vice President and Secretary

TARGET CANADA CO.

By: 
Name: Sara J. Ross
Title: Assistant Treasurer

[Signature Page to Cash Management Agreement]
(Target Canada / Target Canada Pharmacy Franchisor)

APPENDIX KK

**CLAIM 7.E: TCC claim against TARGET CANADA PHARMACY (ONTARIO) CORP. –
EXPLANATORY NOTES**

See Next Page

SCHEDULE “E”
CLAIM AGAINST
TARGET CANADA PHARMACY (ONTARIO) CORP.

<u>Description of Indebtedness</u>	<u>Amount</u>
Indebtedness owing by Target Canada Pharmacy (Ontario) Corp. (“Ontario Corp.”) to TCC for amounts paid by TCC on behalf of Ontario Corp.	\$945,618.58
Less: Indebtedness owing by TCC to Ontario Corp. as of January 14, 2015 for amounts received by TCC on behalf of Ontario Corp.	(\$324,255.04)
Contingent claims against Ontario Corp. arising out of or relating to Pre-Filing Claims and/or Restructuring Period Claims asserted by one or more Persons against one or more of the Target Canada Entities	Unknown
<u>Total Indebtedness</u>	<u>\$621,363.54 + Unknown</u>

Terms used but not defined herein shall have the meanings ascribed thereto in the Claims Procedure Order.

The amounts claimed in this Proof of Claim are derived from general ledger accounts that have been maintained by Target Corporation, a United States public company, for and on behalf of the Target Canada Entities, in accordance with United States generally accepted accounting principles (US GAAP). The Target Canada Entities were wholly-owned and consolidated subsidiaries of Target Corporation until January 14, 2015.

TCC has concurrently delivered an electronic copy of this Proof of Claim and related schedules to the Monitor for ease of reference. To the extent that the Monitor requires any additional information or documentation in connection with this Proof of Claim, TCC would be pleased to work with the Monitor to address any such requests.

Background

Ontario Corp. was created for the purpose of operating Target-branded pharmacies where there was a delay in finding a Franchisee prior to opening of a TCC store, where a Franchisee defaulted under its franchise agreement⁷, or where a franchise agreement was terminated. As of January 14,

⁷ Under section 12.2 of the franchise agreements, Target Pharmacy was permitted during any cure period, acting reasonably, to suspend the Franchisee’s right to operate until the Franchisee and/or the pharmacist had satisfied Target Pharmacy that it or they had cured any and all defaults identified in the notice of default. Target Pharmacy was permitted at its option to operate the pharmacy during any such suspension period. In such case, all revenues received during such period of operation by Target Pharmacy were to be kept in a separate account and the expenses including, without limitation, reasonable compensation and expenses of Target Pharmacy and its agents

2015, Ontario Corp. operated Target-branded and owned pharmacies in three TCC stores in Ontario. As Ontario Corp. did not have a bank account, TCC and Ontario Corp. entered into a Cash Management Agreement effective as of October 28, 2013 (the “**Ontario Corp. Cash Management Agreement**”). A copy of the Ontario Corp. Cash Management Agreement is appended hereto as Schedule “E.1”.

Pursuant to section 1 of the Ontario Corp. Cash Management Agreement, TCC agreed to manage cash receipts and disbursements on behalf of Ontario Corp. As part of these services, TCC funded Ontario Corp.’s disbursements in the ordinary course of Ontario Corp.’s business from TCC’s master bank account. The amount of cash collections and disbursements under these arrangements are to be monitored and accounted for and the net amount of such collections and disbursements are to be cash settled on a regular basis as may be mutually agreed between the parties (the “**Settlement**”).

Pursuant to section 2 of the Ontario Corp. Cash Management Agreement, the parties promise to pay to each other on demand any amount owed by such party upon Settlement (each such amount owed being an “**Advance**”). Interest accrues on the average balances of the Advances outstanding during any month at a monthly rate equal to 1/12 of the IRS published “short term 100% annual compounding” AFR rate published for such month in accordance with section 3 of the Ontario Corp. Cash Management Agreement, with any interest credited to the outstanding balance monthly.⁸

Amounts Receivable from Ontario Corp.

Pursuant to the Ontario Corp. Cash Management Agreement, TCC paid for all of the operating expenses of Ontario Corp. for and on behalf of Ontario Corp., including in relation to the purchase of pharmaceuticals, the staffing of licensed pharmacists and rental and/or licence fees relating to computer hardware and software for the pharmacies. All such payments were recorded by ledger entry in SAP, the particulars of which as at January 14, 2015 are set out in Schedule “E.2” (the “**Ontario Corp. Receivables Ledger**”).

All ledger entries are coded by a two-letter key that identifies the business transaction type in SAP. The document type determines where the document is stored, as well as the account types to be posted. The document types for the Ontario Corp. Receivables Ledger comprise the following: (i) invoice payments (code “KN”) - \$668,859.14; (iv) intercompany postings (code “ZI”) - \$371,890.32; (iii) vendor credit memos (reversing, for example, amounts paid in error by TCC or refunded to TCC) (code “KG”) - \$3,082.34; and (iv) various manual entries (code “SA”) - \$528.33.

The total amount owing by Ontario Corp. to TCC as at January 14, 2015 was \$945,618.58, as evidenced by the Ontario Corp. Receivables Ledger.

and employees in operating the pharmacy were to be charged to such account. Under applicable pharmacy regulations, only licensed pharmacists may operate pharmacies. Accordingly, Ontario Corp. would have operated certain of these pharmacies in such scenario.

⁸ However, no interest has been charged or accrued to the outstanding amounts owing between TCC and Ontario Corp.

The largest ledger entry of \$360,344.38 arose due to the original accounting for Ontario Corp. as a separate profit centre within TCC. Upon establishing a company code for Ontario Corp. in SAP, the accumulated balances relating to Ontario Corp. were transferred over to the Ontario Corp. company code from the separate TCC Ontario Corp. profit centre on June 1, 2014.

The next five largest ledger entries relate to pharmaceuticals purchased by Ontario Corp. from McKesson Canada. Three of these ledger entries have been paid for by TCC under the Ontario Corp. Cash Management Agreement. Supporting invoices (361-453636 in the pre-tax⁹ amount of \$15,098.31, 364-453637 in the pre-tax amount of \$12,091.06 and 361-785282 in the pre-tax amount of \$6,615.05), together with screenshots evidencing payment of same, are appended as Schedules “E.3”, “E.4”, and “E.5”, respectively. The ledger entries of \$28,475.89 and \$7,611.31 relate to unpaid invoices from McKesson Canada and as such have been deducted from the total amount claimed by Ontario Corp. from TCC in this Proof of Claim.¹⁰

These invoices are provided as a representative sample and details relating to additional ledger entries can be made available upon request.

Amounts Payable to Ontario Corp.

TCC is indebted to Ontario Corp. for various amounts received by TCC for and on behalf of Ontario Corp. in the ordinary course of operations. All such amounts were recorded by ledger entry in SAP, the particulars of which as at January 14, 2015 are set out in Schedule “E.6” (the “**Ontario Corp. Payables Ledger**”).

The document types for the Ontario Corp. Receivables Ledger comprise the following: (i) general ledger account documents, comprising manual adjustments (code “SA”) – \$267,818.40; (ii) accrual entries that automatically reversed in the following period (code “AC”) - \$40,661.24; (iii) reconciliation adjustments (code “ZI”) – \$25,000; (iv) vendor credit memos (code “KG”) - \$13,278.57; (v) vendor invoices (code “KR”) - \$0.02; and (vi) accrual reversals (code “ZM”) – (\$22,503.19).

The total amount owing by TCC to Ontario Corp. as at January 14, 2015 was \$324,255.04, as evidenced by the Ontario Corp. Payables Ledger (the “**Aggregate Ontario Corp. Payable**”).

The largest ledger entry of \$198,586.10 relates to a manual adjustment arising out of the pharmacy reconciliation appended as Schedule “E.7”. TCC maintains a monthly reconciliation account to record all amounts received or receivable by TCC from third parties (other than sales revenue) for and on behalf of Ontario Corp. during such month that have not yet been posted to the general

⁹ TCC paid the tax on these invoices but did not record the tax on the Ontario Corp. Receivables Ledger as TCC could claim input tax credits relating to such amounts.

¹⁰ These ledger entries and the other ledger entries highlighted in yellow on the Ontario Corp. Receivables Ledger with a posting date of January 14, 2015 relate to invoices not yet paid by TCC as at January 14, 2015 due to the CCAA filing in the total aggregate amount of \$98,741.55. This aggregate sum has been deducted from the general ledger balance of \$1,044,360.13 to arrive at a total claim of \$945,618.58. The highest ledger entry with the next most recent posting date of January 2, 2015 in the pre-tax amount of \$1,105.35 is highlighted in green. This relates to a McKesson invoice that was paid on January 4, 2015 per the screenshot at the bottom of Schedule “E.2”.

ledger. TCC then makes a corresponding general ledger entry at the end of the month reflect the change in the value of the amount payable by TCC to Ontario Corp. over the course of such month.

The second largest ledger entry of \$25,000.00 relates to the initial capital contribution owing to Ontario Corp. for 250 shares of common stock at \$100 par value. This receivable was acquired by TCC in connection with the purchase of the shares of Ontario Corp. (then known as The Robert Simpson's Drug Company Limited) from Hudson's Bay Company on December 6, 2012. Appended as Schedule "E.8." are journal entries relating to this receivable, as well as Notes to the Financial Statements for Ontario Corp. for the years ended January 31, 2012 and January 31, 2011 and Balance Sheets for such periods evidencing such receivable.

The third largest ledger entry of \$18,158.05 relates to gross sales earned by Ontario Corp. A gross sales report and related summary relating to this line item is appended as Schedule "E.9" (the "**January Sales Report**"). As set out therein, a sales account for Ontario Corp. is maintained on its ledger setting out the cumulative balance of Ontario Corp. sales to date (the "**Sales Account**"). Each monthly period, actual cumulative gross sales by Ontario Corp. to the end of such period are compared against the cumulative balance in the Sales Account as at the prior period, which differential reflects the actual gross sales for the current period. The portion of the current period's actual gross sales that is actually received in cash by TCC on behalf of Ontario Corp. is posted to the Ontario Corp. Payables Ledger. As demonstrated in the January Sales Report, the actual cumulative gross sales to January 14, 2015 was \$186,346.14 and the cumulative gross sales in the Sales Account as at the previous period (on an adjusted basis) was \$79,402.76. The differential of \$106,943.38 represents actual sales for the most recent reporting period. Of this amount, \$18,158.05 represents amounts actually received by TCC, for and on behalf of Ontario Corp., resulting in a ledger entry on the Ontario Corp. Payables Ledger. The remaining balance of \$88,785.33 had not yet been received by TCC as at January 14, 2015 and was therefore not posted to the Ontario Corp. Payables Ledger.

Details relating to additional ledger entries are available upon request.

Net Claim by TCC

As described above, the total net amount owing by Ontario Corp. to TCC as reflected by the Ontario Corp. Receivables Ledger (after setting off the Aggregate Ontario Corp. Payable), is \$621,363.54.

In addition, TCC may have one or more contingent claims against Ontario Corp. arising out of or relating to Pre-Filing Claims and/or Restructuring Period Claims asserted by one or more Persons against one or more of the Target Canada Entities. The particulars of such claims will not be known until such time as the Monitor has received all Proofs of Claim pursuant to the Claims Procedure Order. Accordingly, TCC reserves the right to amend this Proof of Claim against Ontario Corp. at any time.

APPENDIX LL
ONTARIO CORP. CASH MANAGEMENT AGREEMENT

See Next Page

**CASH MANAGEMENT AGREEMENT
(Target Canada and Ontario Pharmacy Corp.)**

This Agreement is made and entered into effective as of October 28, 2013, by and between Target Canada Co, a Nova Scotia unlimited company ("**Target Canada**") and Target Canada Pharmacy (Ontario) Corp., an Ontario corporation ("**Ontario Pharmacy Corp.**").

WHEREAS, Target Corporation and its related entities (the "**Target Group**") have undergone an internal restructuring in order to assist in positioning the Target Group for future growth, including international retail expansion. This restructuring allowed for greater operational focus, flexibility and efficiency;

WHEREAS, Ontario Pharmacy Corp. wishes to participate in a centralized cash management and treasury operating process managed by Target Canada and, administered by Target Corporate Services, Inc., on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual agreements, provisions and covenants contained in this Agreement, the parties agree as follows:

1. Cash Management Services. Target Canada agrees to provide, directly or through a subcontractor, cash management services to Ontario Pharmacy Corp. Pursuant to these operating processes, Target Canada will manage cash receipts and disbursements on behalf of Ontario Pharmacy Corp., including funding of Ontario Pharmacy Corp. disbursements in the ordinary course of Ontario Pharmacy Corp.'s business from Target Canada's master bank account. Ontario Pharmacy Corp. collections and disbursements will be monitored and accounted for and the net amount of such collections and disbursements shall be subject to cash settlement on a regular basis as may be mutually agreed (the "**Settlement**"). These transactions will result in the creation of intercompany payables and receivables due to and from Target Canada and Ontario Pharmacy Corp. These payables and receivables shall be subject to the terms and conditions described in this Agreement.
2. Promise to Pay; Advances. Each of Ontario Pharmacy Corp. and Target Canada hereby promises to pay to the other on demand any amount owed by such party upon Settlement of the intercompany payables and receivables (each such amount owed is an "**Advance**" and together the "**Advances**"). Nothing in this Agreement shall obligate either party to make a loan or advance to the other party beyond those Advances arising in the ordinary course of business as a result of the cash management activities.
3. Interest. Interest, if any, shall accrue on the average balance of the Advances outstanding during any month, calculated as the arithmetic mean of the beginning and ending balances for such month, at a monthly rate equal to one-twelfth (1/12) of the Internal Revenue Service-published "short term 100% annual compounding" AFR rate published for such month. Any interest shall be credited to the outstanding balance monthly.

4. Payment. Either party may demand payment of all or any portion of the Advances owed it at any time, by giving the other party written notice of such demand for payment. The party receiving such demand shall pay such amount within seven (7) days of receipt of such notice. Any party may, without penalty or premium, make prepayments of principal or accrued interest from time to time in such amounts as it desires. Such payments may be made through such methods as Target Canada and Ontario Pharmacy Corp. find mutually acceptable.

5. Execution of Documents; Delegation of Authority. Ontario Pharmacy Corp. agrees to execute such documents and instruments as Target Canada shall reasonably request, from time to time, granting Target Canada and its officers, employees, agents and independent contractors such authority as they shall require in order to provide the cash management services. In addition, Ontario Pharmacy Corp. hereby delegates to Target Canada the power and authority to negotiate, make, enter into, execute, deliver and attest on behalf of Ontario Pharmacy Corp. and in the name of Ontario Pharmacy Corp. any and all contracts, agreements and other documents and instruments as may be necessary, appropriate or desirable in connection with the cash management services. Upon request of Target Canada, Ontario Pharmacy Corp. shall execute and deliver to any third party such additional documents or instruments as may be necessary to evidence this delegation of authority.

6. Miscellaneous.

(a) This Agreement shall be governed and construed in accordance with the laws of Ontario.

(b) Either party may terminate this Agreement at any time upon delivery of written notice to the other. This Agreement shall automatically terminate in the event any third party or non-Target Group member acquires control of more than fifty percent (50%) of Ontario Pharmacy Corp. through the purchase, assignment, transfer, pledge, or other disposition of voting stock.

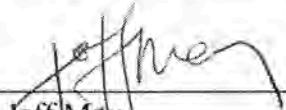
(c) Neither Target Canada nor Ontario Pharmacy Corp. shall have the right to assign any rights hereunder or any interest herein without the prior written consent of the other party to this Agreement. Otherwise, this Agreement shall be binding upon and inure to the benefit of Target Canada and Ontario Pharmacy Corp. and their respective successors and assigns.

(d) This Agreement may be executed in counterparts, and delivered by e-mail or facsimile, each of which when executed shall constitute an original, but all such counterparts together shall constitute one and the same instrument.

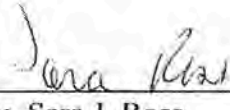
[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first above written.

**TARGET CANADA PHARMACY
(ONTARIO) CORP.**

By: 
Name: Jeff May
Title: Director, Health Care Operations and
Assistant Secretary

TARGET CANADA CO.

By: 
Name: Sara J. Ross
Title: Assistant Treasurer

[Signature Page to Cash Management Agreement]
(Target Canada / Ontario Pharmacy Corp.)

APPENDIX MM

CLAIM 7.F: TCC claim against BC CORP. – EXPLANATORY NOTES

See Next Page

SCHEDULE “F”
CLAIM AGAINST
TARGET CANADA PHARMACY (BC) CORP.

<u>Description of Indebtedness</u>	<u>Amount</u>
Indebtedness owing by Target Canada Pharmacy (BC) Corp. (“ BC Corp. ”) to TCC for amounts paid by TCC on behalf of BC Corp.	\$113,659.15
Less: Indebtedness owing by TCC to BC Corp. as of January 14, 2015 for amounts received by TCC on behalf of BC Corp.	(\$52,280.64)
Contingent claims against BC Corp. arising out of or relating to Pre-Filing Claims and/or Restructuring Period Claims asserted by one or more Persons against one or more of the Target Canada Entities	Unknown
<u>Total Indebtedness</u>	<u>\$61,378.51 + Unknown</u>

Terms used but not defined herein shall have the meanings ascribed thereto in the Claims Procedure Order.

The amounts claimed in this Proof of Claim are derived from general ledger accounts that have been maintained by Target Corporation, a United States public company, for and on behalf of the Target Canada Entities, in accordance with United States generally accepted accounting principles (US GAAP). The Target Canada Entities were wholly-owned and consolidated subsidiaries of Target Corporation until January 14, 2015.

TCC has concurrently delivered an electronic copy of this Proof of Claim and related schedules to the Monitor for ease of reference. To the extent that the Monitor requires any additional information or documentation in connection with this Proof of Claim, TCC would be pleased to work with the Monitor to address any such requests.

Background

BC Corp. was created for the purpose of operating Target-branded pharmacies in certain provinces (including British Columbia and Alberta) where there was a delay in finding a Franchisee prior to opening of a TCC store, where a Franchisee defaulted under its franchise agreement¹¹, or where a franchise agreement was terminated.

¹¹ Under section 12.2 of the franchise agreements, Target Pharmacy was permitted during any cure period, acting reasonably, to suspend the Franchisee’s right to operate until the Franchisee and/or the pharmacist had satisfied Target Pharmacy that it or they had cured any and all defaults identified in the notice of default. Target Pharmacy was permitted at its option to operate the pharmacy during any such suspension period. In such case, all revenues received during such period of operation by Target Pharmacy were to be kept in a separate account and the expenses including, without limitation, reasonable compensation and expenses of Target Pharmacy and its agents

As BC Corp. did not have a bank account, TCC and BC Corp. entered into a Cash Management Agreement effective as of October 1, 2013 (the “**BC Corp. Cash Management Agreement**”). A copy of the BC Corp. Cash Management Agreement is appended hereto as Schedule “F.1”.

Pursuant to section 1 of the BC Corp. Cash Management Agreement, TCC agreed to manage cash receipts and disbursements on behalf of BC Corp. As part of these services, TCC funded BC Corp.’s disbursements in the ordinary course of BC Corp.’s business from TCC’s master bank account. The amount of cash collections and disbursements under these arrangements are to be monitored and accounted for and the net amount of such collections and disbursements are to be cash settled on a regular basis as may be mutually agreed between the parties (the “**Settlement**”).

Pursuant to section 2 of the BC Corp. Cash Management Agreement, the parties promise to pay to each other on demand any amount owed by such party upon Settlement (each such amount owed being an “**Advance**”). Interest accrues on the average balances of the Advances outstanding during any month at a monthly rate equal to 1/12 of the IRS published “short term 100% annual compounding” AFR rate published for such month in accordance with section 3 of the BC Corp. Cash Management Agreement, with any interest credited to the outstanding balance monthly.¹²

Amounts Receivable from BC Corp.

Pursuant to the BC Corp. Cash Management Agreement, TCC paid for all of the operating expenses of BC Corp. for and on behalf of BC Corp., including in relation to the staffing of relief pharmacists for various TCC stores in British Columbia and Alberta. All such payments were recorded by ledger entry in SAP, the particulars of which as at January 14, 2015 are set out in Schedule “F.2” (the “**BC Corp. Receivables Ledger**”).

All ledger entries are coded by a two-letter key that identifies the business transaction type in SAP. The document type determines where the document is stored, as well as the account types to be posted. The document types for the BC Corp. Receivables Ledger comprise the following: (i) intercompany postings (code “ZI”) – \$113,338.76; and (ii) various manual entries (code “SA”) - \$320.39.

The total amount owing by BC Corp. to TCC as at January 14, 2015 was \$113,659.15 (the “**BC Corp. Receivable**”), as evidenced by the BC Corp. Receivables Ledger.

The largest ledger entry of \$113,659.15 arose due to the original accounting for BC Corp. as a separate profit centre within TCC (C207). Upon establishing a company code for BC Corp. in SAP, the accumulated balances relating to BC Corp. were transferred over to the BC Corp. company code from the separate TCC BC Corp. profit centre commencing on June 1, 2014.

A copy of the trial balance for the C207 profit centre for the period from January 2014 to April 2014¹³ is appended hereto as Schedule “F.3” (the “**BC Trial Balance**”). As demonstrated by the

and employees in operating the pharmacy were to be charged to such account. Under applicable pharmacy regulations, only licensed pharmacists may operate pharmacies. Accordingly, BC Corp. would have operated certain of these pharmacies in such scenario.

¹² However, no interest has been charged or accrued to the outstanding amounts owing between TCC and BC Corp.

¹³ There are no other transactions for the period from April 2014 to June 1, 2014.

BC Trial Balance, the \$113,659.15¹⁴ ledger entry is comprised of (i) approximately \$51,000, representing amounts paid out by TCC on behalf of BC Corp. that remain on the BC Corp. balance sheet as third-party receivables; and (ii) approximately \$63,000, representing expenses paid on behalf of BC Corp. netted against cash revenue already received on behalf of BC Corp.

As reflected in the BC Trial Balance, TCC expended \$79,511.00 on behalf of BC Corp. under the BC Corp. Cash Management Agreement. A summary of the invoices paid by TCC is appended as Schedule "F.4". The largest line item of \$26,202.00 represents several invoices that were initially paid to an incorrect profit centre and were subsequently transferred to the BC Corp. profit centre. Accordingly, the outstanding invoice balance was transferred from the TCC BC Corp. profit centre to the BC Corp. company code. Invoices relating the next three largest line items, and a screen shot evidencing the payment of same, are appended as Schedules "F.5", "F.6" and "F.7", respectively. These invoices relate to the payment by TCC to RPI Consulting Group, for and on behalf of BC Corp., for relief pharmacists at that Market Mall premises in Calgary, Alberta in December 2013 and January 2014. These invoices are provided as a representative sample and details relating to additional line items can be made available upon request.

TCC also actually received \$40,820.90 of sales revenue on behalf of BC Corp. prior to the date upon which BC Corp. obtained its own company code. Accordingly, this revenue was netted against the above-noted expenses in the BC Trial Balance. A summary of this sales revenue is appended as Schedule "F.8".

Amounts Payable to BC Corp.

TCC is indebted to BC Corp. for various amounts received by TCC for and on behalf of BC Corp. in the ordinary course of operations. All such amounts were recorded by ledger entry in SAP, the particulars of which as at January 14, 2015 are set out in Schedule "F.9" (the "**BC Corp. Payables Ledger**").

The document types for the BC Corp. Receivables Ledger comprise the following: (i) general ledger account documents, comprising manual adjustments (code "SA") – \$51,601.03; and (ii) reconciliation adjustments (code "ZI") – \$679.61.

The total amount owing by TCC to BC Corp. as at January 14, 2015 was \$52,280.64, as evidenced by the BC Corp. Payables Ledger (the "**Aggregate BC Corp. Payable**").

The largest ledger entry of \$51,280.64 relates to a manual adjustment arising out of the pharmacy reconciliation appended as Schedule "F.10". TCC maintains a monthly reconciliation account to record all amounts received or receivable by TCC from third parties for and on behalf of BC Corp. during such month that have not yet been posted to the general ledger. TCC then makes a corresponding general ledger entry at the end of the month reflect the change in the value of the amount payable by TCC to BC Corp. over the course of such month. As demonstrated by the pharmacy reconciliation, TCC did not receive any amounts from third parties for the month of November 2014. Accordingly, an entry was made to the general ledger in the amount of \$51,280.64 to reflect a full write down in the outstanding amount payable to BC Corp. to \$0.

¹⁴ Difference of \$99.57 between ledger entry and BC Trial Balance is immaterial.

The second largest ledger entry of \$1,000.00 relates to the initial equity contribution owing by TCC to BC Corp.

Net Claim by TCC

As described above, the total net amount owing by BC Corp. to TCC as reflected by the BC Corp. Receivables Ledger (after setting off the Aggregate BC Corp. Payable), is \$61,378.51.

In addition, TCC may have one or more contingent claims against BC Corp. arising out of or relating to Pre-Filing Claims and/or Restructuring Period Claims asserted by one or more Persons against one or more of the Target Canada Entities. The particulars of such claims will not be known until such time as the Monitor has received all Proofs of Claim pursuant to the Claims Procedure Order. Accordingly, TCC reserves the right to amend this Proof of Claim against BC Corp. at any time.

APPENDIX NN
BC CORP. CASH MANAGEMENT AGREEMENT

See Next Page

**CASH MANAGEMENT AGREEMENT
(Target Canada and BC Pharmacy Corp.)**

This Agreement is made and entered into effective as of October 1, 2013, by and between Target Canada Co, a Nova Scotia unlimited company ("**Target Canada**") and Target Canada Pharmacy (BC) Corp., a British Columbia corporation ("**BC Pharmacy Corp.**").

WHEREAS, Target Corporation and its related entities (the "**Target Group**") have undergone an internal restructuring in order to assist in positioning the Target Group for future growth, including international retail expansion. This restructuring allowed for greater operational focus, flexibility and efficiency;

WHEREAS, BC Pharmacy Corp. wishes to participate in a centralized cash management and treasury operating process managed by Target Canada and, administered by Target Corporate Services, Inc., on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual agreements, provisions and covenants contained in this Agreement, the parties agree as follows:

1. Cash Management Services. Target Canada agrees to provide, directly or through a subcontractor, cash management services to BC Pharmacy Corp. Pursuant to these operating processes, Target Canada will manage cash receipts and disbursements on behalf of BC Pharmacy Corp., including funding of BC Pharmacy Corp. disbursements in the ordinary course of BC Pharmacy Corp.'s business from Target Canada's master bank account. BC Pharmacy Corp. collections and disbursements will be monitored and accounted for and the net amount of such collections and disbursements shall be subject to cash settlement on a regular basis as may be mutually agreed (the "**Settlement**"). These transactions will result in the creation of intercompany payables and receivables due to and from Target Canada and BC Pharmacy Corp. These payables and receivables shall be subject to the terms and conditions described in this Agreement.
2. Promise to Pay; Advances. Each of BC Pharmacy Corp. and Target Canada hereby promises to pay to the other on demand any amount owed by such party upon Settlement of the intercompany payables and receivables (each such amount owed is an "**Advance**" and together the "**Advances**"). Nothing in this Agreement shall obligate either party to make a loan or advance to the other party beyond those Advances arising in the ordinary course of business as a result of the cash management activities.
3. Interest. Interest, if any, shall accrue on the average balance of the Advances outstanding during any month, calculated as the arithmetic mean of the beginning and ending balances for such month, at a monthly rate equal to one-twelfth (1/12) of the Internal Revenue Service-published "short term 100% annual compounding" AFR rate published for such month. Any interest shall be credited to the outstanding balance monthly.

4. Payment. Either party may demand payment of all or any portion of the Advances owed it at any time, by giving the other party written notice of such demand for payment. The party receiving such demand shall pay such amount within seven (7) days of receipt of such notice. Any party may, without penalty or premium, make prepayments of principal or accrued interest from time to time in such amounts as it desires. Such payments may be made through such methods as Target Canada and BC Pharmacy Corp. find mutually acceptable.

5. Execution of Documents; Delegation of Authority. BC Pharmacy Corp. agrees to execute such documents and instruments as Target Canada shall reasonably request, from time to time, granting Target Canada and its officers, employees, agents and independent contractors such authority as they shall require in order to provide the cash management services. In addition, BC Pharmacy Corp. hereby delegates to Target Canada the power and authority to negotiate, make, enter into, execute, deliver and attest on behalf of BC Pharmacy Corp. and in the name of BC Pharmacy Corp. any and all contracts, agreements and other documents and instruments as may be necessary, appropriate or desirable in connection with the cash management services. Upon request of Target Canada, BC Pharmacy Corp. shall execute and deliver to any third party such additional documents or instruments as may be necessary to evidence this delegation of authority.

6. Miscellaneous.

(a) This Agreement shall be governed and construed in accordance with the laws of Ontario.

(b) Either party may terminate this Agreement at any time upon delivery of written notice to the other. This Agreement shall automatically terminate in the event any third party or non-Target Group member acquires control of more than fifty percent (50%) of BC Pharmacy Corp. through the purchase, assignment, transfer, pledge, or other disposition of voting stock.


(c) Neither Target Canada nor BC Pharmacy Corp. shall have the right to assign any rights hereunder or any interest herein without the prior written consent of the other party to this Agreement. Otherwise, this Agreement shall be binding upon and inure to the benefit of Target Canada and BC Pharmacy Corp. and their respective successors and assigns.

(d) This Agreement may be executed in counterparts, and delivered by e-mail or facsimile, each of which when executed shall constitute an original, but all such counterparts together shall constitute one and the same instrument.

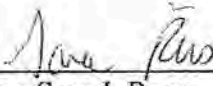
[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first above written.

**TARGET CANADA PHARMACY
(BC) CORP.**

By: 
Name: Mark J. Wong
Title: Vice President and Secretary

TARGET CANADA CO.

By: 
Name: Sara J. Ross
Title: Assistant Treasurer

[Signature Page to Cash Management Agreement]
(Target Canada / BC Pharmacy Corp.)

APPENDIX OO

CLAIM 7.I: TCC claim against MOBILE GP – EXPLANATORY NOTES

See Next Page

SCHEDULE "I"

CLAIM AGAINST TARGET CANADA MOBILE GP CO., ON BEHALF OF CANADA MOBILE LP

<u>Description of Indebtedness</u>	<u>Amount</u>
Indebtedness owing by Target Canada Mobile GP Co. (" Mobile GP "), on behalf of Target Canada Mobile LP (" Target Mobile "), to Target Canada Co. (" TCC ") as of January 14, 2015 pursuant to the Master Agreement (as defined and described below) and the Mobile Cash Management Agreement (as defined and described below)	\$50,728.14
Contingent claims by TCC against Mobile GP, on behalf of Target Mobile, arising out of or relating to Pre-Filing Claims and/or Restructuring Period Claims asserted by one or more Persons against one or more of the Target Canada Entities	Unknown
<u>TOTAL INDEBTEDNESS</u>	<u>\$50,728.14 +</u> <u>Unknown</u>

Terms used but not defined herein shall have the meanings ascribed thereto in the Claims Procedure Order.

The amounts claimed in this Proof of Claim are derived from general ledger accounts that have been maintained by Target Corporation, a United States public company, for and on behalf of the Target Canada Entities, in accordance with United States generally accepted accounting principles (US GAAP). The Target Canada Entities were wholly-owned and consolidated subsidiaries of Target Corporation until January 14, 2015.

TCC has concurrently delivered an electronic copy of this Proof of Claim and related schedules to the Monitor for ease of reference. To the extent that the Monitor requires any additional information or documentation in connection with this Proof of Claim, TCC would be pleased to work with the Monitor to address any such requests.

Background

TCC stores sold mobile phones and accessories through "Target Branded" display kiosks operated by Glentel Inc. ("**Glentel**") pursuant to a Licensed Business Agreement between Target Mobile, as franchisor, and Glentel, as franchisee dated August 31, 2012 (the "**Glentel Agreement**"). Under the Glentel Agreement, Glentel collected and recorded all payments received by it with respect to the sale of mobile inventory through its independent point of sale system. Glentel was to make quarterly payments to Target Mobile under the Glentel Agreement based on certain revenue and net income Glentel earned from operating the kiosks. Glentel was also required to remit certain amounts it received from its mobile communication services carriers to Target Mobile on a quarterly basis (the "**Carrier Funding**"). Contingent upon Glentel paying the Carrier Funding to Target Mobile when due, Target Mobile was required to pay a quarterly management fee to Glentel

(the “**Management Fee**”). Target Mobile was also required to fund a percentage of Glentel’s net loss, if any, in any given quarter in certain circumstances (the “**Loss Funding**”).

Target Mobile is an Ontario limited partnership. TCC is the limited partner of Target Mobile and owns 99.999% of Target Pharmacy. Target Mobile’s general partner is Mobile GP, a wholly-owned direct subsidiary of TCC, which holds the remaining ownership interest. As a limited partnership, Target Mobile has no officers or directors. All actions by Target Mobile are taken on its behalf exclusively by Mobile GP.

As Target Mobile did not have a bank account, TCC and Target Mobile entered into a Cash Management Agreement effective as of June 1, 2012 (the “**Mobile Cash Management Agreement**”). A copy of the Mobile Cash Management Agreement is appended hereto as Schedule “I.1”.

Pursuant to section 1 of the Mobile Cash Management Agreement, TCC agreed to manage cash receipts and disbursements on behalf of Target Mobile, including daily sweeping of all collections deposited in Target Mobile’s zero balance back account(s) to TCC’s master account and the funding of disbursements in the ordinary course of Target Mobile’s business from TCC’s master bank account. The amount of cash collections and disbursements under these arrangements are to be monitored and accounted for and the net amount of such collections and disbursements are to be cash settled on a regular basis as may be mutually agreed between the parties (the “**Settlement**”).

Pursuant to section 2 of the Mobile Cash Management Agreement, the parties promise to pay to each other on demand any amount owed by such party upon Settlement (each such amount owed being an “**Advance**”). Interest accrues on the average balances of the Advances outstanding during any month at a monthly rate equal to 1/12 of the IRS published “short term 100% annual compounding” AFR rate published for such month in accordance with section 3 of the Mobile Cash Management Agreement, with any interest credited to the outstanding balance monthly.¹⁵

Amounts Receivable from Target Mobile

A copy of the general ledger as at January 14, 2015 evidencing the amounts funded by TCC on behalf of Target Mobile pursuant to the Mobile Cash Management Agreement is set out hereto as Schedule “I.2” (the “**Target Mobile Ledger**”).

As set out in the Target Mobile Ledger, TCC funded monthly bank service charges on behalf of Target Mobile of \$155.00 per month. In addition, TCC paid \$46,832.00 to the Canada Revenue Agency (“**CRA**”) relating to amounts owed by Target Mobile to the CRA for the reporting period from February 1, 2013 to January 31, 2014 as described below.

During this period, Glentel owed ██████████ in Carrier Funding to Mobile LP plus 13% HST in Ontario (██████████), amounting to ██████████ in the aggregate. However, Target Mobile owed ██████████ in Loss Funding and ██████████ in Management Fees to Glentel during this period, totalling ██████████. This amount is subject 5% GST in British Columbia, amounting to ██████████. After setting-off the total amount owing by Glentel to Target Mobile (including

¹⁵ However, no interest has been charged or accrued to the outstanding amounts owing between TCC and Target Mobile.

HST), Target Mobile owed Glentel a residual balance of [REDACTED]. Given the foregoing set-off, no money was received by Target Mobile from Glentel. However, Target Mobile is still obligated to remit tax to the CRA. The difference in the tax payable on account of the Carrier Funding and the tax payable on account of the Loss Funding and Management Fees is \$46,832.00. A worksheet setting out the calculation of this amount is appended as Schedule "I.3".

Pursuant to the Target Mobile Cash Management Agreement, TCC remitted this amount on behalf of Target Mobile. A copy of the GST/HST Netfile Confirmation from the CRA relating the foregoing tax payable is appended as Schedule I.4", together with outgoing wire instructions from TCC.

Net Claim by TCC

As described above, the total amount owing by Mobile GP, on behalf of Target Mobile, to TCC as reflected by the Target Mobile Ledger is \$50,728.14.

In addition, TCC may have one or more contingent claims against Mobile GP, on behalf of Target Mobile, arising out of or relating to Pre-Filing Claims and/or Restructuring Period Claims asserted by one or more Persons against one or more of the Target Canada Entities. The particulars of such claims will not be known until such time as the Monitor has received all Proofs of Claim pursuant to the Claims Procedure Order. Accordingly, TCC reserves the right to amend this Proof of Claim against Mobile GP, on behalf of Target Mobile, at any time.

APPENDIX PP
TARGET MOBILE CASH MANAGEMENT AGREEMENT

See Next Page

CASH MANAGEMENT AGREEMENT
(Target Canada and Target Canada Mobile Franchisor)

This Agreement is made and entered into effective as of June 1, 2012, by and between Target Canada Co, a Nova Scotia unlimited company ("**Target Canada**") and Target Canada Mobile LP, an Ontario limited partnership ("**Franchisor**").

WHEREAS, Target Corporation and its related entities (the "**Target Group**") have undergone an internal restructuring in order to assist in positioning the Target Group for future growth, including international retail expansion. This restructuring allowed for greater operational focus, flexibility and efficiency;

WHEREAS, Franchisor wishes to participate in a centralized cash management and treasury operating process managed by Target Canada and, administered by Target Corporate Services, Inc., on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual agreements, provisions and covenants contained in this Agreement, the parties agree as follows:

1. Cash Management Services. Target Canada agrees to provide, directly or through a subcontractor, cash management services to Franchisor. Pursuant to these operating processes, Target Canada will manage cash receipts and disbursements on behalf of Franchisor, including daily sweeping of all collections deposited in Franchisor's zero balance bank account(s) to Target Canada's master bank account and funding of Franchisor disbursements in the ordinary course of Franchisor's business from Target Canada's master bank account. Franchisor collections and disbursements will be monitored and accounted for and the net amount of such collections and disbursements shall be subject to cash settlement on a regular basis as may be mutually agreed (the "**Settlement**"). These transactions will result in the creation of intercompany payables and receivables due to and from Target Canada and Franchisor. These payables and receivables shall be subject to the terms and conditions described in this Agreement.
2. Promise to Pay: Advances. Each of Franchisor and Target Canada hereby promises to pay to the other on demand any amount owed by such party upon Settlement of the intercompany payables and receivables (each such amount owed is an "**Advance**" and together the "**Advances**"). Nothing in this Agreement shall obligate either party to make a loan or advance to the other party beyond those Advances arising in the ordinary course of business as a result of the cash management activities.
3. Interest. Interest, if any, shall accrue on the average balance of the Advances outstanding during any month, calculated as the arithmetic mean of the beginning and ending balances for such month, at a monthly rate equal to one-twelfth (1/12) of the Internal Revenue Service-published "short term 100% annual compounding" AFR rate published for such month. Any interest shall be credited to the outstanding balance monthly.

4. Payment. Either party may demand payment of all or any portion of the Advances owed it at any time, by giving the other party written notice of such demand for payment. The party receiving such demand shall pay such amount within seven (7) days of receipt of such notice. Any party may, without penalty or premium, make prepayments of principal or accrued interest from time to time in such amounts as it desires. Such payments may be made through such methods as Target Canada and Franchisor find mutually acceptable.

5. Miscellaneous.

(a) This Agreement shall be governed and construed in accordance with the laws of Ontario.

(b) Either party may terminate this Agreement at any time upon delivery of written notice to the other. This Agreement shall automatically terminate in the event any third party or non-Target group member acquires control of more than fifty percent (50%) of Franchisor through the purchase, assignment, transfer, pledge, or other disposition of voting stock.

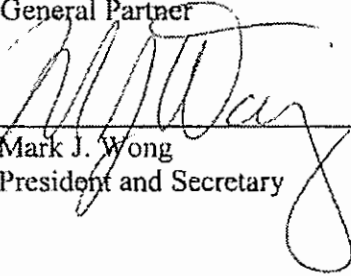
(c) Neither Target Canada, nor Franchisor, shall have the right to assign any rights hereunder or any interest herein without the prior written consent of the other party to this Agreement. Otherwise, this Agreement shall be binding upon and inure to the benefit of Target Canada and Franchisor and their respective successors and assigns.

(d) This Agreement may be executed in counterparts, each of which when executed shall constitute an original, but all such counterparts together shall constitute one and the same instrument.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first above written.

TARGET CANADA MOBILE LP
By: TARGET CANADA MOBILE GP CO.
Its General Partner

By: 
Name: Mark J. Wong
Title: President and Secretary

TARGET CANADA CO.

By: _____
Name: Sara J. Ross
Title: Assistant Treasurer

[Signature Page to Cash Management Agreement]
(Target Canada / Target Canada Mobile Franchisor)

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first above written.

TARGET CANADA MOBILE LP
By: TARGET CANADA MOBILE GP CO.
Its General Partner

TARGET CANADA CO.

By: _____
Name: Mark J. Wong
Title: President and Secretary

By: Sara Ross
Name: Sara J. Ross
Title: Assistant Treasurer

[Signature Page to Cash Management Agreement]
(Target Canada / Target Canada Mobile Franchisor)

APPENDIX QQ

**CLAIM 8: TARGET PHARMACY FRANCHISING LP claim against TCC – PROOF OF
CLAIM AND EXPLANATORY NOTES**

See Next Page

3. Amount of Claim

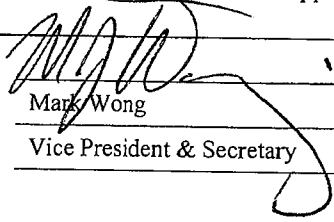
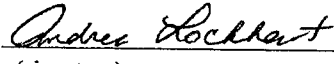
The Debtor was and still is indebted to the Claimant as follows:

Currency	Amount of Claim (including interest up to and including January 14, 2015)	Unsecured Claim	Secured Claim
CAD	\$2,451,401.01 + Unknown	<input checked="" type="checkbox"/>	<input type="checkbox"/>

4. Documentation

Provide all particulars of the Claim and supporting documentation, including amount, and description of transaction(s) or agreement(s), or legal breach(es) giving rise to the Claim, including any claims assignment/transfer agreement or similar document, if applicable, and amount of invoices, particulars of all credits, discounts, etc. claimed, description of the security, if any, granted by the affected Debtor to the Claimant and estimated value of such security.

See attached Schedule A

5. Certification I hereby certify that: <ol style="list-style-type: none">1. I am the Claimant or authorized representative of the Claimant.2. I have knowledge of all the circumstances connected with this Claim.3. The Claimant asserts this Claim against the Debtor as set out above.4. Complete documentation in support of this claim is attached.	
Signature: 	Witness: 
Name: <u>Mark Wong</u>	(signature)
Title: <u>Vice President & Secretary</u>	<u>Andrea Lockhart</u>
	(print)
Dated at: <u>Toronto</u> this 30 th day of <u>July</u> , 2015	

6. Filing of Claim

This Proof of Claim must be received by the Monitor on or before 5:00 p.m. (Toronto time) on August 31, 2015 by prepaid ordinary mail, registered mail, courier, personal delivery or electronic transmission at the following address:

Alvarez & Marsal Canada Inc., Target Canada Monitor
Royal Bank Plaza, South Tower
200 Bay Street, Suite 2900, P.O. Box 22
Toronto, ON Canada M5J 2J1
Attention: Greg Karpel
Email: targetcanadaclaims@alvarezandmarsal.com
Fax No.: 416-847-5201

For more information see www.alvarezandmarsal.com/targetcanada or contact the Monitor by telephone (1-844-864-9548)

SCHEDULE "A"

CLAIM AGAINST TARGET CANADA CO.

<u>Description of Indebtedness</u>	<u>Amount</u>
Indebtedness owing by Target Canada Co. ("TCC") to Target Canada Health Co. (" Pharmacy GP "), on behalf of Target Canada Pharmacy Franchising LP (" Target Pharmacy "), as of January 14, 2015 pursuant to the Target Pharmacy Cash Management Agreement (as defined and described below)	\$2,451,401.01
Contingent claims by Pharmacy GP, on behalf of Target Pharmacy, against TCC arising out of or relating to Pre-Filing Claims and/or Restructuring Period Claims asserted by one or more Persons against one or more of the Target Canada Entities	Unknown
<u>TOTAL INDEBTEDNESS</u>	<u>\$2,451,401.01 +</u> <u>Unknown</u>

Terms used but not defined herein shall have the meanings ascribed thereto in the Claims Procedure Order issued by the Ontario Superior Court of Justice (Commercial List) dated June 11, 2015 issued in these proceedings under the *Companies' Creditors Arrangement Act* (Court File No. CV-15-10832-00CL) (as amended, restated, supplemented and/or modified from time to time, the "**Claims Procedure Order**").

The amounts claimed in this Proof of Claim are derived from general ledger accounts that have been maintained by Target Corporation, a United States public company, for and on behalf of the Target Canada Entities, in accordance with United States generally accepted accounting principles (US GAAP). The Target Canada Entities were wholly-owned and consolidated subsidiaries of Target Corporation until January 14, 2015.

Pharmacy GP, on behalf of Target Pharmacy, has concurrently delivered an electronic copy of this Proof of Claim and related schedules to the Monitor for ease of reference. To the extent that the Monitor requires any additional information or documentation in connection with this Proof of Claim, Pharmacy GP would be pleased to work with the Monitor to address any such requests.

Background

Target Pharmacy is an Ontario limited partnership that licensed to franchisees across Canada (other than Quebec) (the "**Franchisees**") the right to operate Target-branded retail pharmacies within TCC stores pursuant to various franchise agreements with franchisees (the "**Franchise Agreements**"). TCC is the limited partner of Target Pharmacy and owns 99.999% of Target Pharmacy. Target Pharmacy's general partner is Pharmacy GP, a wholly-owned direct subsidiary of TCC, which holds the remaining ownership interest. As a limited partnership, Target Pharmacy has no officers or directors. All actions by Target Pharmacy are taken on its behalf exclusively by Pharmacy GP.

Franchisees made monthly payments to Target Pharmacy, including a franchisee fee (based on sales), an operations fee (e.g., computer systems, utilities, etc.), a licensed space fee (based on fair market value of the licensed space) and an advertising fee (based on sales). In addition, in some provinces Target Pharmacy passed on certain monies to Franchisees in relation to certain generic drug rebates and/or professional allowance payments which had been received by Target Pharmacy from generic drug manufacturers, where such rebates/payments were permitted by applicable legislation.

In Quebec, TCC, Target Pharmacy, McMahon Distributeur Pharmaceutique Inc. (“**McMahon**”) and Metro Inc. were parties to a co-branding and services agreement dated as of August 9, 2013 pursuant to which Target Pharmacy licensed to McMahon the right to use the Target trade-mark conjunctively with the “Brunet” trade-mark in respect of the pharmacies operating within TCC stores in Quebec and granted to McMahon the right to enter into franchise agreements with third-party franchisees for the operation of the co-branded pharmacies within such TCC stores. Under these arrangements, McMahon owed Target Pharmacy certain fees based on franchisee’s sales. TCC also entered into sublease agreements with McMahon relating to the space within the TCC stores used for the operation of the Quebec pharmacies, which McMahon further subleased to its franchisees.

Target Pharmacy obtained the rights to licence floor space within the TCC pharmacies to the Franchisees pursuant to a Master Agreement with TCC effective as of March 8, 2012 (the “**Master Agreement**”), which Master Agreement is effective until termination on 30 days prior written notice in accordance with section 6.2 thereof (the “**Term**”). A copy of the Master Agreement is appended as Schedule “A.1” hereto.

TCC and Target Pharmacy are also parties to a Cash Management Agreement effective as of May 1, 2012 (the “**Target Pharmacy Cash Management Agreement**”). A copy of the Target Pharmacy Cash Management Agreement is appended as Schedule “A.2” hereto.

Under the Target Pharmacy Cash Management Agreement, Target Pharmacy agreed to participate in a centralized cash management and treasury operating process managed by TCC and administered by Target Corporate Services, Inc. Pursuant to section 1 of the Target Pharmacy Cash Management Agreement, TCC agreed to manage cash receipts and disbursements on behalf of Target Pharmacy. As part of these services, TCC conducted a daily sweep of all collections deposited into Target Pharmacy’s bank account to TCC’s master bank account and funded Target Pharmacy’s disbursements in the ordinary course of Target Pharmacy’s business from TCC’s master bank account. The amount of cash collections and disbursements under these arrangements are to be cash settled on a regular basis as may be mutually agreed between the parties (the “**Settlement**”).

Pursuant to section 2 of the Target Pharmacy Cash Management Agreement, the parties promise to pay to each other on demand any amount owed by such party upon Settlement (each such amount owed being an “**Advance**”). Interest accrues on the average balances of the Advances outstanding during any month at a monthly rate equal to 1/12 of the IRS published “short term 100% annual compounding” AFR rate published for such month in accordance with section 3 of the Target Pharmacy Cash Management Agreement, with any interest credited to the outstanding balance monthly.

Amounts Receivable from TCC

TCC is indebted to Pharmacy GP, on behalf of Target Pharmacy, for various amounts received by TCC for and on behalf of Target Pharmacy in the ordinary course of operations pursuant to the Target Pharmacy Cash Management Agreement, including any amounts received from McMahon and the Franchisees. All such amounts were recorded by ledger entry in SAP, the particulars of which as at January 14, 2015 are set out in Schedule "A.3" (the "**TCC Receivables Ledger**").

The document types for the TCC Receivables Ledger comprise the following: (i) general ledger account documents, comprising manual adjustments (code "SA") – \$5,736,626.42; (ii) accounting documents that are system-assigned upon document reversal (code "AB") - \$167,971.83; (iii) vendor credit memos (code "KG") - \$20,000.00; and (iv) reconciliation adjustments (code "ZI") – \$(3,473,197.24).

The total amount owing by TCC to Pharmacy GP, on behalf of Target Pharmacy, as at January 14, 2015 was \$2,451,401.01, as evidenced by the TCC Receivables Ledger.

Most of the ledger entries on the TCC Receivables Ledger relate to the EBIT "top-up" program that Target Pharmacy introduced in February 2014. Under this program, Target Pharmacy provided a financial support package for eligible Franchisees based on an annualized earnings before interest and tax calculation through which eligible Franchisees received financial support up to the total amount of their annualized EBIT gap (*i.e.*, the Franchisee's annualized EBIT less the EBIT Threshold). In June 2014, Target Pharmacy revised the EBIT "top-up" program to increase the annual EBIT Threshold from \$75,000 to \$110,000, resulting in greater financial support being made available to eligible Franchisees. Initially, the EBIT "top-up" expenses were treated as a direct liability of TCC. As Target Pharmacy had the contractual relationship with the Franchisees, the EBIT "top-up" expenses were charged back by Target Pharmacy to TCC. It was subsequently determined that there was no agreement supporting this accounting treatment and that Target Pharmacy should bear the EBIT "top-up" expenses. Accordingly, from and after November 26, 2014, offsetting entries were recorded on the TCC Receivables Ledger to reverse the prior accounting treatment.¹

The remaining majority of the ledger entries on the TCC Receivables Ledger relate to amounts payable by TCC to Pharmacy GP, on behalf of Target Pharmacy, as a result of the sweeping of cash by TCC out of the Target Pharmacy bank account to TCC's master bank account under the Target Pharmacy Cash Management Agreement as described above. A summary of these ledger entries together with bank statements relating thereto is appended as Schedule "A.4".

Net Claim by TCC

As described above, the total net amount owing by TCC to Pharmacy GP, on behalf of Target Pharmacy, as reflected by the TCC Receivables Ledger is \$2,451,401.01.

In addition, Pharmacy GP, on behalf of Target Pharmacy, may have one or more contingent claims against TCC arising out of or relating to Pre-Filing Claims and/or Restructuring Period Claims asserted by one or more Persons against one or more of the Target Canada Entities. The particulars

¹ All of these EBIT "top-up" expense charge-backs and offsetting ledger entries are highlighted in green on the TCC Receivables Ledger.

of such claims will not be known until such time as the Monitor has received all Proofs of Claim pursuant to the Claims Procedure Order. Accordingly, Pharmacy GP, on behalf of Target Pharmacy, reserves the right to amend this Proof of Claim against TCC at any time.

APPENDIX RR

**CLAIM 9: TARGET CANADA PHARMACY (ONTARIO) CORP. claim against TCC –
PROOF OF CLAIM AND EXPLANATORY NOTES**

See Next Page

**PROOF OF CLAIM FORM FOR CLAIMS AGAINST
THE TARGET CANADA ENTITIES¹**

1. Name of Target Canada Entity or Entities (the "Debtor"):

Debtor: Target Canada Co.

2(a) Original Claimant (the "Claimant")

Legal Name of Claimant	<u>Target Canada Pharmacy (Ontario) Corp.</u>	Name of Contact	<u>Mark Wong</u>
Address		Title	<u>Vice President & Secretary</u>
<u>c/o Osler, Hoskin & Harcourt LLP</u>		Phone #	<u>416-427-3761</u>
<u>Box 50, 1 First Canadian Place</u>		Fax #	<u>416-862-6666</u>
		Email	<u>mark.wong@target.com</u>
City	<u>Toronto</u>	Prov / State	<u>Ontario</u>
Postal/Zip Code	<u>M5X 1B8</u>		

2(b) Assignee, if claim has been assigned

Legal Name of Assignee	<u>N/A</u>	Name of Contact	<u></u>
Address		Phone #	<u></u>
<u></u>		Fax #	<u></u>
<u></u>		Email	<u></u>
City	<u></u>	Prov / State	<u></u>
Postal/Zip Code	<u></u>		

¹ Target Canada Co., Target Canada Health Co., Target Canada Mobile GP Co., Target Canada Pharmacy (BC) Corp., Target Canada Pharmacy Corp., Target Canada Pharmacy (SK) Corp., Target Canada Property LLC, Target Canada Pharmacy Franchising LP, Target Canada Mobile LP, And Target Canada Property LP (collectively, the "Target Canada Entities").

3. Amount of Claim

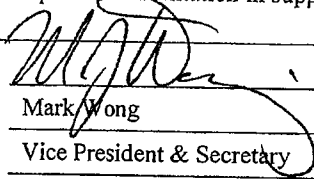

The Debtor was and still is indebted to the Claimant as follows:

Currency	Amount of Claim (including interest up to and including January 14, 2015)	Unsecured Claim	Secured Claim
CAD	\$324,255.04 + Unknown	<input checked="" type="checkbox"/>	<input type="checkbox"/>

4. Documentation

Provide all particulars of the Claim and supporting documentation, including amount, and description of transaction(s) or agreement(s), or legal breach(es) giving rise to the Claim, including any claims assignment/transfer agreement or similar document, if applicable, and amount of invoices, particulars of all credits, discounts, etc. claimed, description of the security, if any, granted by the affected Debtor to the Claimant and estimated value of such security.

See attached Schedule A

5. Certification	
I hereby certify that:	
<ol style="list-style-type: none">1. I am the Claimant or authorized representative of the Claimant.2. I have knowledge of all the circumstances connected with this Claim.3. The Claimant asserts this Claim against the Debtor as set out above.4. Complete documentation in support of this claim is attached.	
Signature: 	Witness: 
Name: <u>Mark Wong</u>	(signature)
Title: <u>Vice President & Secretary</u>	<u>Andrea Lockhart</u>
	(print)
Dated at: <u>Toronto</u> this 30 th day of <u>July</u> , 2015	

6. Filing of Claim

This Proof of Claim must be received by the Monitor on or before 5:00 p.m. (Toronto time) on August 31, 2015 by prepaid ordinary mail, registered mail, courier, personal delivery or electronic transmission at the following address:

Alvarez & Marsal Canada Inc., Target Canada Monitor
Royal Bank Plaza, South Tower
200 Bay Street, Suite 2900, P.O. Box 22
Toronto, ON Canada M5J 2J1
Attention: Greg Karpel
Email: targetcanadaclaims@alvarezandmarsal.com
Fax No.: 416-847-5201

For more information see www.alvarezandmarsal.com/targetcanada or contact the Monitor by telephone (1-844-864-9548)

SCHEDULE "A"

CLAIM AGAINST TARGET CANADA CO.

<u>Description of Indebtedness</u>	<u>Amount</u>
Indebtedness owing by Target Canada Co. ("TCC") to Target Canada Pharmacy (Ontario) Corp. (" Ontario Corp. ") as of January 14, 2015 for amounts received by TCC on behalf of Ontario Corp.	\$324,255.04
Contingent claims against TCC arising out of or relating to Pre-Filing Claims and/or Restructuring Period Claims asserted by one or more Persons against one or more of the Target Canada Entities	Unknown
<u>Total Indebtedness</u>	<u>\$324,255.04+ Unknown</u>

Terms used but not defined herein shall have the meanings ascribed thereto in the Claims Procedure Order issued by the Ontario Superior Court of Justice (Commercial List) dated June 11, 2015 issued in these proceedings under the *Companies' Creditors Arrangement Act* (Court File No. CV-15-10832-00CL) (as amended, restated, supplemented and/or modified from time to time, the "**Claims Procedure Order**").

The amounts claimed in this Proof of Claim are derived from general ledger accounts that have been maintained by Target Corporation, a United States public company, for and on behalf of the Target Canada Entities, in accordance with United States generally accepted accounting principles (US GAAP). The Target Canada Entities were wholly-owned and consolidated subsidiaries of Target Corporation until January 14, 2015.

Ontario Corp. has concurrently delivered an electronic copy of this Proof of Claim and related schedules to the Monitor for ease of reference. To the extent that the Monitor requires any additional information or documentation in connection with this Proof of Claim, Ontario Corp. would be pleased to work with the Monitor to address any such requests.

Background

Ontario Corp. was created for the purpose of operating Target-branded pharmacies where there was a delay in finding a franchisee to operate a Target-branded pharmacy within a TCC store (a "**Franchisee**") prior to opening of a TCC store, where a Franchisee defaulted under its franchise agreement¹, or where a franchise agreement was terminated. As of January 14, 2015, Ontario Corp.

¹ Under section 12.2 of the franchise agreements, Target Pharmacy was permitted during any cure period, acting reasonably, to suspend the Franchisee's right to operate until the Franchisee and/or the pharmacist had satisfied Target Pharmacy that it or they had cured any and all defaults identified in the notice of default. Target Pharmacy was permitted at its option to operate the pharmacy during any such suspension period. In such case, all revenues received during such period of operation by Target Pharmacy were to be kept in a separate account and the expenses including, without limitation, reasonable compensation and expenses of Target Pharmacy and its agents and employees in operating the pharmacy were to be charged to such account. Under applicable pharmacy

operated Target-branded and owned pharmacies in three TCC stores in Ontario. As Ontario Corp. did not have a bank account, TCC and Ontario Corp. entered into a Cash Management Agreement effective as of October 28, 2013 (the "**Ontario Corp. Cash Management Agreement**"). A copy of the Ontario Corp. Cash Management Agreement is appended hereto as Schedule "A.1".

Pursuant to section 1 of the Ontario Corp. Cash Management Agreement, TCC agreed to manage cash receipts and disbursements on behalf of Ontario Corp. As part of these services, TCC funded Ontario Corp.'s disbursements in the ordinary course of Ontario Corp.'s business from TCC's master bank account. The amount of cash collections and disbursements under these arrangements are to be monitored and accounted for and the net amount of such collections and disbursements are to be cash settled on a regular basis as may be mutually agreed between the parties (the "**Settlement**").

Pursuant to section 2 of the Ontario Corp. Cash Management Agreement, the parties promise to pay to each other on demand any amount owed by such party upon Settlement (each such amount owed being an "**Advance**"). Interest accrues on the average balances of the Advances outstanding during any month at a monthly rate equal to 1/12 of the IRS published "short term 100% annual compounding" AFR rate published for such month in accordance with section 3 of the Ontario Corp. Cash Management Agreement, with any interest credited to the outstanding balance monthly.²

Amounts Receivable from TCC

TCC is indebted to Ontario Corp. for various amounts received by TCC for and on behalf of Ontario Corp. in the ordinary course of operations. All such amounts were recorded by ledger entry in SAP, the particulars of which as at January 14, 2015 are set out in Schedule "A.2" (the "**TCC Receivables Ledger**").

The document types for the Ontario Corp. Receivables Ledger comprise the following: (i) general ledger account documents, comprising manual adjustments (code "SA") – \$267,818.40; (ii) accrual entries that automatically reversed in the following period (code "AC") - \$40,661.24; (iii) reconciliation adjustments (code "ZI") – \$25,000; (iv) vendor credit memos (code "KG") - \$13,278.57; (v) vendor invoices (code "KR") - \$0.02; and (vi) accrual reversals (code "ZM") – (\$22,503.19).

The total amount owing by TCC to Ontario Corp. as at January 14, 2015 was \$324,255.04, as evidenced by the TCC Receivables Ledger.

The largest ledger entry of \$198,586.10 relates to a manual adjustment arising out of the pharmacy reconciliation appended as Schedule "A.3". TCC maintains a monthly reconciliation account to record all amounts received or receivable by TCC from third parties (other than sales revenue) for and on behalf of Ontario Corp. during such month that have not yet been posted to the general

regulations, only licensed pharmacists may operate pharmacies. Accordingly, Ontario Corp. would have operated certain of these pharmacies in such scenario.

² However, no interest has been charged or accrued to the outstanding amounts owing between TCC and Ontario Corp.

ledger. TCC then makes a corresponding general ledger entry at the end of the month reflect the change in the value of the amount payable by TCC to Ontario Corp. over the course of such month.

The second largest ledger entry of \$25,000.00 relates to the initial capital contribution owing to Ontario Corp. for 250 shares of common stock at \$100 par value. This receivable was acquired by TCC in connection with the purchase of the shares of Ontario Corp. (then known as The Robert Simpson's Drug Company Limited) from Hudson's Bay Company on December 6, 2012. Appended as Schedule "A.4." are journal entries relating to this receivable, as well as Notes to the Financial Statements for Ontario Corp. for the years ended January 31, 2012 and January 31, 2011 and Balance Sheets for such periods evidencing such receivable.

The third largest ledger entry of \$18,158.05 relates to gross sales earned by Ontario Corp. A gross sales report and related summary relating to this line item is appended as Schedule "A.5" (the "**January Sales Report**"). As set out therein, a sales account for Ontario Corp. is maintained on its ledger setting out the cumulative balance of Ontario Corp. sales to date (the "**Sales Account**"). Each monthly period, actual cumulative gross sales by Ontario Corp. to the end of such period are compared against the cumulative balance in the Sales Account as at the prior period, which differential reflects the actual gross sales for the current period. The portion of the current period's actual gross sales that is actually received in cash by TCC on behalf of Ontario Corp. is posted to the TCC Receivables Ledger. As demonstrated in the January Sales Report, the actual cumulative gross sales to January 14, 2015 was \$186,346.14 and the cumulative gross sales in the Sales Account as at the previous period (on an adjusted basis) was \$79,402.76. The differential of \$106,943.38 represents actual sales for the most recent reporting period. Of this amount, \$18,158.05 represents amounts actually received by TCC, for and on behalf of Ontario Corp., resulting in a ledger entry on the TCC Receivables Ledger. The remaining balance of \$88,785.33 had not yet been received by TCC as at January 14, 2015 and was therefore not posted to the TCC Receivables Ledger.

Details relating to additional ledger entries are available upon request.

Net Claim by TCC

As described above, the total net amount owing by TCC Ontario Corp. as reflected by the TCC Receivables Ledger is \$324,255.04.

In addition, Ontario Corp. may have one or more contingent claims against TCC arising out of or relating to Pre-Filing Claims and/or Restructuring Period Claims asserted by one or more Persons against one or more of the Target Canada Entities. The particulars of such claims will not be known until such time as the Monitor has received all Proofs of Claim pursuant to the Claims Procedure Order. Accordingly, Ontario Corp. reserves the right to amend this Proof of Claim against TCC at any time.

APPENDIX SS

**CLAIM 10: TARGET CANADA PHARMACY (BC) CORP. claim against TCC – PROOF
OF CLAIM AND EXPLANATORY NOTES**

See Next Page

**PROOF OF CLAIM FORM FOR CLAIMS AGAINST
THE TARGET CANADA ENTITIES¹**

1. Name of Target Canada Entity or Entities (the "Debtor"):

Debtor: Target Canada Co.

2(a) Original Claimant (the "Claimant")

Legal Name of Claimant	<u>Target Canada Pharmacy (BC) Corp.</u>	Name of Contact	<u>Mark Wong</u>
Address		Title	<u>Vice President & Secretary</u>
<u>c/o Osler, Hoskin & Harcourt LLP</u>		Phone #	<u>416-427-3761</u>
<u>Box 50, 1 First Canadian Place</u>		Fax #	<u>416-862-6666</u>
		Email	<u>mark.wong@target.com</u>
City	<u>Toronto</u>	Prov / State	<u>Ontario</u>
Postal/Zip Code	<u>M5X 1B8</u>		

2(b) Assignee, if claim has been assigned

Legal Name of Assignee	<u>N/A</u>	Name of Contact	<u></u>
Address		Phone #	<u></u>
<u></u>		Fax #	<u></u>
<u></u>		Email	<u></u>
City	<u></u>	Prov / State	<u></u>
Postal/Zip Code	<u></u>		

¹ Target Canada Co., Target Canada Health Co., Target Canada Mobile GP Co., Target Canada Pharmacy (BC) Corp., Target Canada Pharmacy Corp., Target Canada Pharmacy (SK) Corp., Target Canada Property LLC, Target Canada Pharmacy Franchising LP, Target Canada Mobile LP, And Target Canada Property LP (collectively, the "Target Canada Entities").

3. Amount of Claim

The Debtor was and still is indebted to the Claimant as follows:

Currency	Amount of Claim (including interest up to and including January 14, 2015)	Unsecured Claim	Secured Claim
CAD	\$52,280.64 + Unknown	<input checked="" type="checkbox"/>	<input type="checkbox"/>

4. Documentation

Provide all particulars of the Claim and supporting documentation, including amount, and description of transaction(s) or agreement(s), or legal breach(es) giving rise to the Claim, including any claims assignment/transfer agreement or similar document, if applicable, and amount of invoices, particulars of all credits, discounts, etc. claimed, description of the security, if any, granted by the affected Debtor to the Claimant and estimated value of such security.

See attached Schedule A

5. Certification

I hereby certify that:

1. I am the Claimant or authorized representative of the Claimant.
2. I have knowledge of all the circumstances connected with this Claim.
3. The Claimant asserts this Claim against the Debtor as set out above.
4. Complete documentation in support of this claim is attached.

Signature: _____

Name: _____

Title: _____

Mark Wong

Vice President & Secretary

Witness: _____

(signature)

Andrea Lockhart

(print)

Dated at: _____

Toronto

this 30th day of _____

July

, 2015

6. Filing of Claim

This Proof of Claim must be received by the Monitor on or before 5:00 p.m. (Toronto time) on August 31, 2015 by prepaid ordinary mail, registered mail, courier, personal delivery or electronic transmission at the following address:

Alvarez & Marsal Canada Inc., Target Canada Monitor
Royal Bank Plaza, South Tower
200 Bay Street, Suite 2900, P.O. Box 22
Toronto, ON Canada M5J 2J1
Attention: Greg Karpel
Email: targetcanadaclaims@alvarezandmarsal.com
Fax No.: 416-847-5201

For more information see www.alvarezandmarsal.com/targetcanada or contact the Monitor by telephone (1-844-864-9548)

SCHEDULE "A"

CLAIM AGAINST TARGET CANADA CO.

<u>Description of Indebtedness</u>	<u>Amount</u>
Indebtedness owing by Target Canada Co. ("TCC") to Target Canada Pharmacy (BC) Corp. ("BC Corp.") for amounts received by TCC on behalf of BC Corp.	\$52,280.64
Contingent claims against TCC arising out of or relating to Pre-Filing Claims and/or Restructuring Period Claims asserted by one or more Persons against one or more of the Target Canada Entities	Unknown
<u>Total Indebtedness</u>	<u>\$52,280.64 + Unknown</u>

Terms used but not defined herein shall have the meanings ascribed thereto in the Claims Procedure Order.

The amounts claimed in this Proof of Claim are derived from general ledger accounts that have been maintained by Target Corporation, a United States public company, for and on behalf of the Target Canada Entities, in accordance with United States generally accepted accounting principles (US GAAP). The Target Canada Entities were wholly-owned and consolidated subsidiaries of Target Corporation until January 14, 2015.

BC Corp. has concurrently delivered an electronic copy of this Proof of Claim and related schedules to the Monitor for ease of reference. To the extent that the Monitor requires any additional information or documentation in connection with this Proof of Claim, BC Corp. would be pleased to work with the Monitor to address any such requests.

Background

BC Corp. was created for the purpose of operating Target-branded pharmacies in certain provinces (including British Columbia and Alberta) where there was a delay by Target Canada Pharmacy Franchising LP ("**Target Pharmacy**") in finding a franchisee to operate a Target-branded pharmacy within a TCC store (a "**Franchisee**") prior to opening of a TCC store, where a Franchisee defaulted under its franchise agreement¹, or where a franchise agreement was terminated.

¹ Under section 12.2 of the franchise agreements, Target Pharmacy was permitted during any cure period, acting reasonably, to suspend the Franchisee's right to operate until the Franchisee and/or the pharmacist had satisfied Target Pharmacy that it or they had cured any and all defaults identified in the notice of default. Target Pharmacy was permitted at its option to operate the pharmacy during any such suspension period. In such case, all revenues received during such period of operation by Target Pharmacy were to be kept in a separate account and the expenses including, without limitation, reasonable compensation and expenses of Target Pharmacy and its agents and employees in operating the pharmacy were to be charged to such account. Under applicable pharmacy regulations, only licensed pharmacists may operate pharmacies. Accordingly, BC Corp. would have operated certain of these pharmacies in such scenario.

As BC Corp. did not have a bank account, TCC and BC Corp. entered into a Cash Management Agreement effective as of October 1, 2013 (the “**BC Corp. Cash Management Agreement**”). A copy of the BC Corp. Cash Management Agreement is appended hereto as Schedule “A.1”.

Pursuant to section 1 of the BC Corp. Cash Management Agreement, TCC agreed to manage cash receipts and disbursements on behalf of BC Corp. As part of these services, TCC funded BC Corp.’s disbursements in the ordinary course of BC Corp.’s business from TCC’s master bank account. The amount of cash collections and disbursements under these arrangements are to be monitored and accounted for and the net amount of such collections and disbursements are to be cash settled on a regular basis as may be mutually agreed between the parties (the “**Settlement**”).

Pursuant to section 2 of the BC Corp. Cash Management Agreement, the parties promise to pay to each other on demand any amount owed by such party upon Settlement (each such amount owed being an “**Advance**”). Interest accrues on the average balances of the Advances outstanding during any month at a monthly rate equal to 1/12 of the IRS published “short term 100% annual compounding” AFR rate published for such month in accordance with section 3 of the BC Corp. Cash Management Agreement, with any interest credited to the outstanding balance monthly.²

Amounts Receivable from TCC

TCC is indebted to BC Corp. for various amounts received by TCC for and on behalf of BC Corp. in the ordinary course of operations. All such amounts were recorded by ledger entry in SAP, the particulars of which as at January 14, 2015 are set out in Schedule “A.2” (the “**TCC Receivables Ledger**”).

The document types for the TCC Receivables Ledger comprise the following: (i) general ledger account documents, comprising manual adjustments (code “SA”) – \$51,601.03; and (ii) reconciliation adjustments (code “ZI”) – \$679.61.

The total amount owing by TCC to BC Corp. as at January 14, 2015 was \$52,280.64, as evidenced by the TCC Receivables Ledger.

The largest ledger entry of \$51,280.64 relates to a manual adjustment arising out of the pharmacy reconciliation appended as Schedule “A.3”. TCC maintains a monthly reconciliation account to record all amounts received or receivable by TCC from third parties for and on behalf of BC Corp. during such month that have not yet been posted to the general ledger. TCC then makes a corresponding general ledger entry at the end of the month reflect the change in the value of the amount payable by TCC to BC Corp. over the course of such month. As demonstrated by the pharmacy reconciliation, TCC did not receive any amounts from third parties for the month of November 2014. Accordingly, an entry was made to the general ledger in the amount of \$51,280.64 to reflect a full write down in the outstanding amount payable to BC Corp. to \$0.

The second largest ledger entry of \$1,000.00 relates to the initial equity contribution owing by TCC to BC Corp.

² However, no interest has been charged or accrued to the outstanding amounts owing between TCC and BC Corp.

Net Claim by TCC

As described above, the total net amount owing by TCC to BC Corp. as reflected by the TCC Receivables Ledger is \$52,280.64.

In addition, BC Corp. may have one or more contingent claims against TCC arising out of or relating to Pre-Filing Claims and/or Restructuring Period Claims asserted by one or more Persons against one or more of the Target Canada Entities. The particulars of such claims will not be known until such time as the Monitor has received all Proofs of Claim pursuant to the Claims Procedure Order. Accordingly, BC Corp. reserves the right to amend this Proof of Claim against TCC at any time.

APPENDIX TT

**PROOFS OF CLAIM AND/OR EXPLANATORY NOTES FOR CONTINGENT CLAIMS
5.C, 5.D, 7.G, 7.H, 11, 12 AND 13**

See Next Page

EXHIBIT C TO PROOF OF CLAIM

Target Canada Property LP (“Property LP”) files this Proof of Claim against Target Canada Property LLC (“Debtor”).

Terms used in this claim but not otherwise defined herein shall have the meanings ascribed thereto in the Claims Procedure Order issued by the Ontario Superior Court of Justice (Commercial List) dated June 11, 2015 (the “Claims Procedure Order”).

In addition to the amounts owed by Debtor to Property LP detailed on Exhibit A to this Proof of Claim, Property LP also asserts an unliquidated and contingent claim against the Debtor.

Property LP may have one or more contingent claims against the Debtor arising out of or relating to Pre-Filing Claims and/or Restructuring Period Claims asserted by one or more Persons against one or more of the Target Canada Entities. The particulars of such claims will not be known until such time as the Monitor has received all Proofs of Claim pursuant to the Claims Procedure Order. Accordingly, Property LP reserves its right to amend, supplement or revise this Proof of Claim against Debtor at any time.

TARGET CANADA PROPERTY LP RESERVES ALL RIGHTS IT MAY NOW OR AT ANY TIME HEREAFTER HAVE AGAINST DEBTOR IN THE CCAA PROCEEDING OR ANY OTHER PERSON. THIS CLAIM IS NOT INTENDED TO BE, AND SHALL NOT BE CONSTRUED AS: (1) AN ELECTION OF REMEDIES; OR (2) A WAIVER OF, OR LIMITATION ON, ANY RIGHTS, REMEDIES, CLAIMS OR INTERESTS OF TARGET CANADA PROPERTY LP.

TARGET CANADA PROPERTY LP RESERVES ANY AND ALL RIGHTS WITH RESPECT TO THIS CLAIM, INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SUPPLEMENT OR AMEND THIS PROOF OF CLAIM, IN ANY MANNER AND FOR ANY PURPOSE, AFTER THE LAST DATE SET FOR FILING CLAIMS IN THE CCAA PROCEEDING.

EXHIBIT D TO PROOF OF CLAIM

Target Canada Property LP (“Property LP”) files this Proof of Claim against Target Canada Co. (“Debtor”).

Terms used in this claim but not otherwise defined herein shall have the meanings ascribed thereto in the Claims Procedure Order issued by the Ontario Superior Court of Justice (Commercial List) dated June 11, 2015 (the “Claims Procedure Order”).

In addition to the amounts owed by Debtor to Property LP detailed on Exhibit B to this Proof of Claim, Property LP also asserts an unliquidated and contingent claim against the Debtor.

Property LP may have one or more contingent claims against the Debtor arising out of or relating to Pre-Filing Claims and/or Restructuring Period Claims asserted by one or more Persons against one or more of the Target Canada Entities. The particulars of such claims will not be known until such time as the Monitor has received all Proofs of Claim pursuant to the Claims Procedure Order. Accordingly, Property LP reserves its right to amend, supplement or revise this Proof of Claim against Debtor at any time.

TARGET CANADA PROPERTY LP RESERVES ALL RIGHTS IT MAY NOW OR AT ANY TIME HEREAFTER HAVE AGAINST DEBTOR IN THE CCAA PROCEEDING OR ANY OTHER PERSON. THIS CLAIM IS NOT INTENDED TO BE, AND SHALL NOT BE CONSTRUED AS: (1) AN ELECTION OF REMEDIES; OR (2) A WAIVER OF, OR LIMITATION ON, ANY RIGHTS, REMEDIES, CLAIMS OR INTERESTS OF TARGET CANADA PROPERTY LP.

SCHEDULE “G”
CLAIM AGAINST
TARGET CANADA PHARMACY CORP.

<u>Description of Indebtedness</u>	<u>Amount</u>
Contingent claims by TCC against Target Canada Pharmacy Corp. (“NS Corp.”) arising out of or relating to Pre-Filing Claims and/or Restructuring Period Claims asserted by one or more Persons against one or more of the Target Canada Entities	Unknown
<u>TOTAL INDEBTEDNESS</u>	<u>Unknown</u>

Terms used but not defined herein shall have the meanings ascribed thereto in the Claims Procedure Order.

TCC may have one or more contingent claims against NS Corp. arising out of or relating to Pre-Filing Claims and/or Restructuring Period Claims asserted by one or more Persons against one or more of the Target Canada Entities. The particulars of such claims will not be known until such time as the Monitor has received all Proofs of Claim pursuant to the Claims Procedure Order. Accordingly, TCC reserves the right to amend this Proof of Claim against NS Corp. at any time.

SCHEDULE “H”

**CLAIM AGAINST
TARGET CANADA PHARMACY (SK) CORP.**

<u>Description of Indebtedness</u>	<u>Amount</u>
Contingent claims by TCC against Target Canada Pharmacy (SK) Corp. (“ SK Corp. ”) arising out of or relating to Pre-Filing Claims and/or Restructuring Period Claims asserted by one or more Persons against one or more of the Target Canada Entities	Unknown
<u>TOTAL INDEBTEDNESS</u>	<u>Unknown</u>

Terms used but not defined herein shall have the meanings ascribed thereto in the Claims Procedure Order.

TCC may have one or more contingent claims against SK Corp. arising out of or relating to Pre-Filing Claims and/or Restructuring Period Claims asserted by one or more Persons against one or more of the Target Canada Entities. The particulars of such claims will not be known until such time as the Monitor has received all Proofs of Claim pursuant to the Claims Procedure Order. Accordingly, TCC reserves the right to amend this Proof of Claim against SK Corp. at any time.

**PROOF OF CLAIM FORM FOR CLAIMS AGAINST
THE TARGET CANADA ENTITIES¹**

1. Name of Target Canada Entity or Entities (the "Debtor"):

Debtor: Target Canada Co.

2(a) Original Claimant (the "Claimant")

Legal Name of Claimant	<u>Target Canada Pharmacy Corp.</u>	Name of Contact	<u>Mark Wong</u>
Address	<u>c/o Osler, Hoskin & Harcourt LLP</u>	Title	<u>Vice President & Secretary</u>
	<u>Box 50, 1 First Canadian Place</u>	Phone #	<u>416-427-3761</u>
		Fax #	<u>416-862-6666</u>
		Email	<u>mark.wong@target.com</u>
City	<u>Toronto</u>	Prov / State	<u>Ontario</u>
Postal/Zip Code	<u>M5X 1B8</u>		

2(b) Assignee, if claim has been assigned

Legal Name of Assignee	<u>N/A</u>	Name of Contact	<u></u>
Address	<u></u>	Phone #	<u></u>
		Fax #	<u></u>
		Email	<u></u>
City	<u></u>	Prov / State	<u></u>
Postal/Zip Code	<u></u>		

¹ Target Canada Co., Target Canada Health Co., Target Canada Mobile GP Co., Target Canada Pharmacy (BC) Corp., Target Canada Pharmacy Corp., Target Canada Pharmacy (SK) Corp., Target Canada Property LLC, Target Canada Pharmacy Franchising LP, Target Canada Mobile LP, And Target Canada Property LP (collectively, the "Target Canada Entities").

3. Amount of Claim

The Debtor was and still is indebted to the Claimant as follows:

Currency	Amount of Claim (including interest up to and including January 14, 2015)	Unsecured Claim	Secured Claim
CAD	Unknown	<input checked="" type="checkbox"/>	<input type="checkbox"/>

4. Documentation

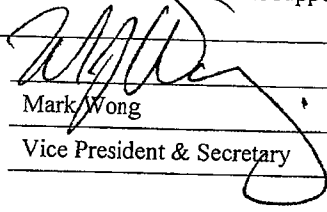
Provide all particulars of the Claim and supporting documentation, including amount, and description of transaction(s) or agreement(s), or legal breach(es) giving rise to the Claim, including any claims assignment/transfer agreement or similar document, if applicable, and amount of invoices, particulars of all credits, discounts, etc. claimed, description of the security, if any, granted by the affected Debtor to the Claimant and estimated value of such security.

See attached Schedule A

5. Certification

I hereby certify that:

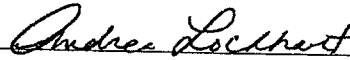
1. I am the Claimant or authorized representative of the Claimant.
2. I have knowledge of all the circumstances connected with this Claim.
3. The Claimant asserts this Claim against the Debtor as set out above.
4. Complete documentation in support of this claim is attached.

Signature: 

Name: Mark Wong

Title: Vice President & Secretary

Witness:


(signature)

Andrea Lockhart
(print)

Dated at: Toronto this 30th day of July, 2015

6. Filing of Claim

This Proof of Claim must be received by the Monitor on or before 5:00 p.m. (Toronto time) on August 31, 2015 by prepaid ordinary mail, registered mail, courier, personal delivery or electronic transmission at the following address:

Alvarez & Marsal Canada Inc., Target Canada Monitor
Royal Bank Plaza, South Tower
200 Bay Street, Suite 2900, P.O. Box 22
Toronto, ON Canada M5J 2J1
Attention: Greg Karpel
Email: targetcanadaclaims@alvarezandmarsal.com
Fax No.: 416-847-5201

For more information see www.alvarezandmarsal.com/targetcanada or contact the Monitor by telephone (1-844-864-9548)

SCHEDULE "A"

CLAIM AGAINST TARGET CANADA CO.

<u>Description of Indebtedness</u>	<u>Amount</u>
Contingent claims by Target Canada Pharmacy Corp. ("NS Corp.") against Target Canada Co. ("TCC") arising out of or relating to Pre-Filing Claims and/or Restructuring Period Claims asserted by one or more Persons against one or more of the Target Canada Entities	Unknown
<u>TOTAL INDEBTEDNESS</u>	<u>Unknown</u>

Terms used but not defined herein shall have the meanings ascribed thereto in the Claims Procedure Order issued by the Ontario Superior Court of Justice (Commercial List) dated June 11, 2015 issued in these proceedings under the *Companies' Creditors Arrangement Act* (Court File No. CV-15-10832-00CL) (as amended, restated, supplemented and/or modified from time to time, the "**Claims Procedure Order**").

NS Corp. may have one or more contingent claims against TCC arising out of or relating to Pre-Filing Claims and/or Restructuring Period Claims asserted by one or more Persons against one or more of the Target Canada Entities. The particulars of such claims will not be known until such time as the Monitor has received all Proofs of Claim pursuant to the Claims Procedure Order. Accordingly, NS Corp. reserves the right to amend this Proof of Claim against TCC at any time.

**PROOF OF CLAIM FORM FOR CLAIMS AGAINST
THE TARGET CANADA ENTITIES¹**

1. Name of Target Canada Entity or Entities (the "Debtor"):

Debtor: Target Canada Co.

2(a) Original Claimant (the "Claimant")

Legal Name of Claimant	<u>Target Canada Pharmacy (SK) Corp.</u>	Name of Contact	<u>Mark Wong</u>
Address	<u></u>	Title	<u>Vice President & Secretary</u>
<u>c/o Osler, Hoskin & Harcourt LLP</u>	<u></u>	Phone #	<u>416-427-3761</u>
<u>Box 50, 1 First Canadian Place</u>	<u></u>	Fax #	<u>416-862-6666</u>
		Email	<u>mark.wong@target.com</u>
City	<u>Toronto</u>	Prov / State	<u>Ontario</u>
Postal/Zip Code	<u>M5X 1B8</u>		

2(b) Assignee, if claim has been assigned

Legal Name of Assignee	<u>N/A</u>	Name of Contact	<u></u>
Address	<u></u>	Phone #	<u></u>
<u></u>	<u></u>	Fax #	<u></u>
<u></u>	<u></u>	Email	<u></u>
City	<u></u>	Prov / State	<u></u>
Postal/Zip Code	<u></u>		

¹ Target Canada Co., Target Canada Health Co., Target Canada Mobile GP Co., Target Canada Pharmacy (BC) Corp., Target Canada Pharmacy Corp., Target Canada Pharmacy (SK) Corp., Target Canada Property LLC, Target Canada Pharmacy Franchising LP, Target Canada Mobile LP, And Target Canada Property LP (collectively, the "Target Canada Entities").

3. Amount of Claim

The Debtor was and still is indebted to the Claimant as follows:

Currency	Amount of Claim (including interest up to and including January 14, 2015)	Unsecured Claim	Secured Claim
CAD	Unknown	<input checked="" type="checkbox"/>	<input type="checkbox"/>

4. Documentation

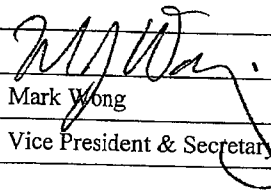
Provide all particulars of the Claim and supporting documentation, including amount, and description of transaction(s) or agreement(s), or legal breach(es) giving rise to the Claim, including any claims assignment/transfer agreement or similar document, if applicable, and amount of invoices, particulars of all credits, discounts, etc. claimed, description of the security, if any, granted by the affected Debtor to the Claimant and estimated value of such security.

See attached Schedule A

5. Certification

I hereby certify that:

1. I am the Claimant or authorized representative of the Claimant.
2. I have knowledge of all the circumstances connected with this Claim.
3. The Claimant asserts this Claim against the Debtor as set out above.
4. Complete documentation in support of this claim is attached.

Signature: 

Name: Mark Wong

Title: Vice President & Secretary

Witness: 

(signature)

Andrea Lockhart

(print)

Dated at: Toronto

Toronto

this 30th day of

July

, 2015

6. Filing of Claim

This Proof of Claim must be received by the Monitor on or before 5:00 p.m. (Toronto time) on August 31, 2015 by prepaid ordinary mail, registered mail, courier, personal delivery or electronic transmission at the following address:

Alvarez & Marsal Canada Inc., Target Canada Monitor
Royal Bank Plaza, South Tower
200 Bay Street, Suite 2900, P.O. Box 22
Toronto, ON Canada M5J 2J1
Attention: Greg Karpel
Email: targetcanadaclaims@alvarezandmarsal.com
Fax No.: 416-847-5201

For more information see www.alvarezandmarsal.com/targetcanada or contact the Monitor by telephone (1-844-864-9548)

SCHEDULE "A"

CLAIM AGAINST TARGET CANADA CO.

<u>Description of Indebtedness</u>	<u>Amount</u>
Contingent claims by Target Canada Pharmacy (SK) Corp. ("SK Corp.") against Target Canada Co. ("TCC") arising out of or relating to Pre-Filing Claims and/or Restructuring Period Claims asserted by one or more Persons against one or more of the Target Canada Entities	Unknown
<u>TOTAL INDEBTEDNESS</u>	<u>Unknown</u>

Terms used but not defined herein shall have the meanings ascribed thereto in the Claims Procedure Order issued by the Ontario Superior Court of Justice (Commercial List) dated June 11, 2015 issued in these proceedings under the *Companies' Creditors Arrangement Act* (Court File No. CV-15-10832-00CL) (as amended, restated, supplemented and/or modified from time to time, the "**Claims Procedure Order**").

SK Corp. may have one or more contingent claims against TCC arising out of or relating to Pre-Filing Claims and/or Restructuring Period Claims asserted by one or more Persons against one or more of the Target Canada Entities. The particulars of such claims will not be known until such time as the Monitor has received all Proofs of Claim pursuant to the Claims Procedure Order. Accordingly, SK Corp. reserves the right to amend this Proof of Claim against TCC at any time.

**PROOF OF CLAIM FORM FOR CLAIMS AGAINST
THE TARGET CANADA ENTITIES¹**

1. Name of Target Canada Entity or Entities (the "Debtor"):

Debtor: Target Canada Co.

2(a) Original Claimant (the "Claimant")

Legal Name of Claimant	<u>Target Canada Mobile GP Co., on behalf of Target Canada Mobile LP</u>	Name of Contact	<u>Mark Wong</u>
Address		Title	<u>President & Secretary</u>
<u>c/o Osler, Hoskin & Harcourt LLP</u>		Phone #	<u>416-427-3761</u>
<u>Box 50, 1 First Canadian Place</u>		Fax #	<u>416-862-6666</u>
City	<u>Toronto</u>	Email	<u>mark.wong@target.com</u>
Postal/Zip Code	<u>M5X 1B8</u>	Prov / State	<u>Ontario</u>

2(b) Assignee, if claim has been assigned

Legal Name of Assignee	<u>N/A</u>	Name of Contact	<u></u>
Address		Phone #	<u></u>
<u></u>		Fax #	<u></u>
<u></u>		Email	<u></u>
City	<u></u>	Prov / State	<u></u>
Postal/Zip Code	<u></u>		<u></u>

¹ Target Canada Co., Target Canada Health Co., Target Canada Mobile GP Co., Target Canada Pharmacy (BC) Corp., Target Canada Pharmacy Corp., Target Canada Pharmacy (SK) Corp., Target Canada Property LLC, Target Canada Pharmacy Franchising LP, Target Canada Mobile LP, And Target Canada Property LP (collectively, the "Target Canada Entities").

3. Amount of Claim

The Debtor was and still is indebted to the Claimant as follows:

Currency	Amount of Claim (including interest up to and including January 14, 2015)	Unsecured Claim	Secured Claim
CAD	Unknown	<input checked="" type="checkbox"/>	<input type="checkbox"/>

4. Documentation

Provide all particulars of the Claim and supporting documentation, including amount, and description of transaction(s) or agreement(s), or legal breach(es) giving rise to the Claim, including any claims assignment/transfer agreement or similar document, if applicable, and amount of invoices, particulars of all credits, discounts, etc. claimed, description of the security, if any, granted by the affected Debtor to the Claimant and estimated value of such security.

See attached Schedule A

5. Certification

I hereby certify that:

1. I am the Claimant or authorized representative of the Claimant.
2. I have knowledge of all the circumstances connected with this Claim.
3. The Claimant asserts this Claim against the Debtor as set out above.
4. Complete documentation in support of this claim is attached.

Signature: _____

Name: _____

Title: _____

Mark Wong

President & Secretary

Witness: _____

(signature)

(print)

Dated at: _____

Toronto

this 30th day of _____

July

, 2015

6. Filing of Claim

This Proof of Claim must be received by the Monitor on or before 5:00 p.m. (Toronto time) on August 31, 2015 by prepaid ordinary mail, registered mail, courier, personal delivery or electronic transmission at the following address:

Alvarez & Marsal Canada Inc., Target Canada Monitor
Royal Bank Plaza, South Tower
200 Bay Street, Suite 2900, P.O. Box 22
Toronto, ON Canada M5J 2J1
Attention: Greg Karpel
Email: targetcanadaclaims@alvarezandmarsal.com
Fax No.: 416-847-5201

For more information see www.alvarezandmarsal.com/targetcanada or contact the Monitor by telephone (1-844-864-9548)

SCHEDULE "A"

CLAIM AGAINST TARGET CANADA CO.

<u>Description of Indebtedness</u>	<u>Amount</u>
Contingent claims by Target Canada Mobile GP Co. ("GP Co."), on behalf of Target Canada Mobile LP ("Mobile LP"), against Target Canada Co. ("TCC") arising out of or relating to Pre-Filing Claims and/or Restructuring Period Claims asserted by one or more Persons against one or more of the Target Canada Entities	Unknown
<u>TOTAL INDEBTEDNESS</u>	<u>Unknown</u>

Terms used but not defined herein shall have the meanings ascribed thereto in the Claims Procedure Order issued by the Ontario Superior Court of Justice (Commercial List) dated June 11, 2015 issued in these proceedings under the *Companies' Creditors Arrangement Act* (Court File No. CV-15-10832-00CL) (as amended, restated, supplemented and/or modified from time to time, the "**Claims Procedure Order**").

GP Co., on behalf of Mobile LP, may have one or more contingent claims against TCC arising out of or relating to Pre-Filing Claims and/or Restructuring Period Claims asserted by one or more Persons against one or more of the Target Canada Entities. The particulars of such claims will not be known until such time as the Monitor has received all Proofs of Claim pursuant to the Claims Procedure Order. Accordingly, GP Co., on behalf of Mobile LP, reserves the right to amend this Proof of Claim against TCC at any time.