

**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 Corporate Services, Inc.</u>	Name of Contact	<u>Corey Haaland</u>
Address:		Title	<u>SVP Financial Planning & Analysis</u>
<u>1000 Nicollet Mall</u>		Phone #	<u>612-761-1325</u>
		Fax #	<u>612-761-9956</u>
City <u>Minneapolis</u>	Prov /State <u>MN</u>	email	<u>Corey.Haaland@Target.com</u>
Postal/Zip Code <u>55403</u>			

2b. Assignee, if claim has been assigned

Legal Name of Assignee	_____	Name of Contact	_____
Address	_____	Phone #	_____
		Fax #	_____
City _____	Prov /State _____	email:	_____
Postal/Zip Code _____			

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) ²	Unsecured Claim	Secured Claim
<u>United States Dollars</u>	<u>\$2,778,278.27</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<u>(See Exhibit A for detail)</u>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>

4. Documentation

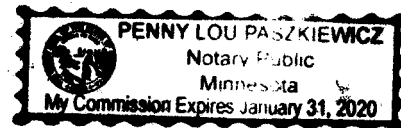
Provide all particulars of the Claim and supporting documentation, including amount, and description of transaction(s) or agreement(s), or legal breach(es) giving rise to the Claim, including any claims assignment/transfer agreement or similar document, if applicable, and amount of invoices, particulars 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.

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: <u><i>Corey Haaland</i></u>	Witness: <u><i>Penny Lou Paszkiewicz</i></u>
Name: <u>Corey Haaland</u>	(signature)
Title: <u>SVP Financial Planning & Analysis</u>	<u>Penny Lou Paszkiewicz</u>
	(print)
Dated at <u>Minneapolis, MN</u> this <u>30th</u> day of <u>July</u> , 2015	



² Pursuant to paragraph 9 of the Claims Procedure Order, interest accruing from the Filing Date (January 15, 2015) shall not be included in any Claim.

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)

EXHIBIT A TO PROOF OF CLAIM

Target Corporate Services, Inc. (“TCSI”) files this Proof of Claim against Target Canada Co. (“Debtor”).

TCSI, Target Corporation, Target Enterprise, Inc., Target Food, Inc., Target General Merchandise, Inc. and Debtor are parties to that certain Secondment Agreement dated May 27, 2011, as amended by Amendment No. 1 to Secondment Agreement dated May 27, 2011 (as amended, the “Secondment Agreement”). Pursuant to the Secondment Agreement, TCSI provided certain services and personnel to assist the Debtor in its business. Under the Secondment Agreement, Debtor is obligated to reimburse TCSI for all remuneration of the seconded employees, including but not limited to salary, incentives, and employment benefits. Debtor is further obligated to reimburse TCSI for any expenses incurred by TCSI related to Debtor’s secondment of personnel. A copy of the Secondment Agreement is submitted with this Proof of Claim as **Schedule 1**.

In addition, TCSI paid vendors on behalf of Debtor for services provided to the Debtor. Upon TCSI’s payment on behalf of Debtor, an intercompany payable was created. There were also certain vendors and obligations paid by Debtor on behalf of TCSI. This intercompany payment relationship between TCSI and Debtor was historically cash settled on a weekly (as needed) basis.

As of January 14, 2015, the intercompany balance owing by Debtor to TCSI for services and expenses related to the Secondment Agreement and for certain other vendor payments totaled USD\$2,778,278.27. Submitted in support of this Proof of Claim as **Schedule 2** are the following: (i) a summary of the intercompany balance; (ii) general ledger detail for the balance owing to TCSI; (iii) invoices for payments made by TCSI on behalf of Debtor; and (iv) additional detail on the payments that comprise this claim.

TCSI files this claim in the total amount of USD\$2,778,278.27.

TCSI 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 TCSI.

TCSI 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.

SCHEDULE 1

SECONDMENT AGREEMENT

This SECONDMENT AGREEMENT (this "Agreement") is entered into and effective the 27th day of May, 2011, by and among:

TARGET CORPORATION, a company incorporated under the laws of USA with its principal offices located at 1000 Nicollet Mall, Minneapolis, Minnesota, USA, (hereinafter referred to as "Target"),

TARGET ENTERPRISE, INC., a company incorporated under the laws of USA with its principal offices located at 1000 Nicollet Mall, Minneapolis, Minnesota, USA, (hereinafter referred to as "TEI"),

TARGET CORPORATE SERVICES, INC., a company incorporated under the laws of USA with its principal offices located at 1000 Nicollet Mall, Minneapolis, Minnesota, USA, (hereinafter referred to as "TCSI"),

TARGET FOOD, INC., a company incorporated under the laws of USA with its principal offices located at 1000 Nicollet Mall, Minneapolis, Minnesota, USA, (hereinafter referred to as "TFI"),

TARGET GENERAL MERCHANDISE, INC., a company incorporated under the laws of USA with its principal offices located at 1000 Nicollet Mall, Minneapolis, Minnesota, USA, (hereinafter referred to as "TGMI")

(Target, TEI, TCSI, TFI and TGMI, collectively, the "Assigning Employers")

and

TARGET CANADA CO., an unlimited company incorporated under the *Companies Act* (Nova Scotia) and having its registered office at 1959 Upper Water Street, Suite 900, P.O. Box 997, Halifax, Nova Scotia (hereinafter referred to as "Target Canada").

WITNESSETH:

WHEREAS, Target Canada, an indirect wholly-owned subsidiary of Target, engaged in retail merchandising operations in Canada, desires to secure the services of personnel to assist Target Canada in its business; and

WHEREAS, Target Canada has requested the Assigning Employers to second certain of their employees who have the required level of expertise to Target Canada; and

WHEREAS, the Assigning Employers, in order to assist Target Canada in the conduct of its business, have each agreed to second certain employees to Target Canada, subject to the terms and conditions set out in this Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement hereby agree as follows:

ARTICLE I SECONDMENT

Target Canada shall request the Assigning Employers to provide employees (“the Employees”) who have the required level of expertise required by Target Canada. In order to help the Assigning Employers make the selection, Target Canada shall provide the Assigning Employers with a description of the job and the qualifications required by Target Canada. Based on the information provided by Target Canada, the Assigning Employers shall identify and select the Employees to be seconded to Target Canada with the approval of Target Canada. At any stage during the selection process, Target Canada shall have the right to reject any employees selected by the Assigning Employers if they do not meet the desired level of expertise.

The Assigning Employers hereby agree to second the Employees to Target Canada for time period(s) (“the Secondment Period”) with commencement dates and completion dates as reflected in Appendix I of this Agreement. Appendix I will be updated from time to time to reflect any changes made as a result of Article II(D) or Article II(F).

The Employees seconded to Target Canada shall continue to have their payroll processed by the respective Assigning Employer; however, Target Canada shall reimburse each Assigning Employer for these amounts (collectively the “Reimbursable Expenses”), more clearly defined under Article III hereunder. Target Canada shall also pay each Assigning Employer a service charge of \$15 per Employee per payroll cycle for processing the payroll of the Employees.

ARTICLE II DUTIES AND OBLIGATIONS

As appropriate, each Assigning Employer and Target Canada shall ensure that:

- (A) The Employees shall act in accordance with the instructions and directions of Target Canada. The Employees shall be reportable and responsible to Target Canada. The terms and conditions of employment with the respective Assigning Employer, as stated in a letter of assignment between each Employee and the respective Assigning Employer will remain in force during the Secondment Period.
- (B) During the Secondment Period, the Employees shall devote the whole of their time, attention and skills to the duties of their secondment.
- (C) All responsibility and risk for work undertaken by the Employees will remain with Target Canada during the Secondment Period.
- (D) Target Canada shall have the right, at any time, to reject the Employees, who in the opinion of Target Canada, are not able to perform their duties and obligations in a manner expected by Target Canada.
- (E) During the Secondment Period, the Employees may be required to act or serve as officers, authorized signatories, nominees, agents or in any other lawful personal capacity on behalf of Target Canada as may be required by Target Canada. Target Canada acknowledges and agrees that the Employees shall have the power and authority to negotiate, make, enter into, execute, deliver and attest on behalf of Target Canada and in the name of Target Canada any and all contracts, agreements and other documents and instruments as may be necessary, appropriate or

desirable in connection with the Employees performing their duties of their secondment during the Secondment Period, and that Target Canada shall execute and deliver to any third party such additional documents or instruments as may be necessary to evidence this delegation of authority.

- (F) During the Secondment Period, if any Assigning Employer wishes to terminate the secondment of any of the Employees, it shall do so only in prior consultation with Target Canada.

ARTICLE III REIMBURSABLE EXPENSES

Target Canada shall reimburse expenses paid by each Assigning Employer as follows:

During the Secondment Period, as defined in Appendix I hereto, Target Canada shall reimburse each Assigning Employer for the following amounts (collectively the "Reimbursable Expenses"):

- (1) All remuneration of the Employees, including, but not limited to, salary, incentives and employment benefits of the Employees paid by the respective Assigning Employer; and
- (2) All official out-of-pocket expenses incurred by the Employees and reimbursed by the respective Assigning Employer, including, but not limited to, business travel expenses and other miscellaneous expenses, directly related to the secondment of the Employees.

It is specifically agreed that the payments by Target Canada to the Assigning Employers shall be limited to actual costs incurred.

ARTICLE IV PAYMENT

Each Assigning Employer shall furnish Target Canada with periodic statements detailing the Reimbursable Expenses due to such Assigning Employer with respect to the Employees. Each statement shall include a debit note that shall meet all of Target Canada's requirements for payment as instructed by Target Canada.

All debit notes issued hereunder shall be payable as per the date of the debit note or such other period as the parties from time to time mutually agree. Payment made after this period shall be subject to an interest charge at LIBOR (London Interbank Offered Rate) prevailing at the time when the payment becomes past due.

All debit notes shall be denominated in such currency as the parties may from time to time mutually agree.

**ARTICLE V
TAXATION**

The Employees will be subject to taxation in Canada based on the applicable taxation laws. Target Canada shall ensure that all reasonable measures are taken with respect to full compliance of the Canadian tax obligations of the Employees.

**ARTICLE VI
DOCUMENTATION**

Any and all records, correspondence and other documentation relating to or deriving from the secondment of the Employees shall be kept and maintained at the appropriate party's premises. All parties to this Agreement shall have the right to audit the other parties' documentation.

**ARTICLE VII
INDEMNIFICATION**

Each Assigning Employer will endeavor to provide appropriate qualified Employees for secondment under this Agreement. Nothing in this Agreement shall be construed as a warranty of the quality of the Employees.

Further, Target Canada shall hold each Assigning Employer harmless and shall indemnify each Assigning Employer from all claims, demands, suits, actions, loss, damage, costs and expenses (excluding consequential loss or damage) to which any Assigning Employer may become liable in respect to any and all loss, damage or injury as a result of any act or omission by the Employees.

**ARTICLE VIII
LEGAL REPRESENTATIVES**

Nothing in this Agreement shall constitute, or be construed to constitute, either party hereto as the legal representative, partner or agent of the other parties, nor shall any party have the right or authority to assume, create or incur any liability or other obligation of any kind, express or implied, against or in the name or on behalf of the other parties.

**ARTICLE IX
DURATION AND TERMINATION**

This Agreement shall remain in full force and effect and shall terminate at the end of the latest completion date of the Secondment Period as per Appendix I and as amended by the parties or unless terminated earlier by any of the parties (for any reason, with or without cause) upon written notice given at least thirty (30) days prior to the date of termination.

**ARTICLE X
INTELLECTUAL PROPERTY AND CONFIDENTIALITY**

Each Assigning Employer and Target Canada acknowledges and agrees that the Employees shall remain bound by their employee confidentiality and inventions agreement with the respective Assigning Employer during the Secondment Period. The Employees, in addition to their confidentiality obligations to an Assigning Employer, shall be bound by strict confidentiality obligations of non-disclosure and non-

use to Target Canada with respect to any and all information regarding Target Canada and its business to which the Employees may have access as a consequence of the secondment hereunder, including any merchandising, marketing, property development, store operations or technical information, financial or accounting information, price or cost data and any other proprietary or business-related information, and shall refrain from disclosing any of such information to any other person without the express written consent of Target Canada and the respective Assigning Employer. Each party to this Agreement hereto shall hold and protect as confidential all information furnished by another party, which is clearly identified in writing as confidential. The confidentiality obligations set forth in this Article shall survive termination of this Agreement.

ARTICLE XI MISCELLANEOUS PROVISIONS

- A. **Assignment.** No party shall have the right to assign or otherwise transfer its rights, interests or obligations under this Agreement without the prior written consent of the other parties; provided, however, that without such consent, each party may assign or otherwise transfer all (but not less than all) of its rights, interests and obligations under this Agreement in connection with the merger or consolidation of such party or the transfer of all or substantially all of such party's assets. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.
- B. **Notices.** Any notice required or permitted to be given under this Agreement will only be deemed given: (a) when delivered personally to the party to receive such notice, if a natural person, or to an officer of any party which is a legal entity; (b) 5 days after mailing by express courier service, fully prepaid, addressed as herein provided, or upon actual receipt of such mailing, whichever will first occur; or (c) upon receipt of confirmation from the addressee acknowledging receipt of such notice if by e-mail, facsimile or other electronic transmission service, provided that in the case of notice delivered in accordance with this clause (c), a copy of the notice is also simultaneously sent in accordance with clause (b) above. All notices will be addressed to the parties at the addresses set forth in the preamble of this Agreement or to such other address as one party may notify the other party of in a writing delivered in accordance with this section. A copy of any notice sent in connection with this Agreement must also be provided to:
- Target Corporation
1000 Nicollet Mall
Minneapolis, MN 55403
Attention: Corporate Secretary
- C. **Severability.** Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction.
- D. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to such subject matter.

- E. **Arbitration.** In the event a dispute arises in connection with the interpretation or implementation of this Agreement, the parties shall first attempt to resolve such dispute through friendly consultations. If the dispute is not resolved in this manner within sixty (60) days after the commencement of discussions, or within any mutually agreed extension of such sixty (60) day period, then the dispute shall be conducted in accordance with the provisions of Arbitration and Conciliation Act 1996. The arbitration award shall be final and binding on the parties, and the parties agree to be bound thereby and to act accordingly.
- F. **Governing Law.** For resolution of any and all other disputes not covered by the above paragraph, this Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.
- G. **Waiver.** No action taken pursuant to this Agreement, including any investigation by or on behalf of any party, shall be deemed to constitute a waiver of compliance with any representations, warranties, covenants or agreements contained in this Agreement. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any prior or subsequent breach of the same or any other provisions of this Agreement.
- H. **Force Majeure.** If the performance of any part of this Agreement by any party, or of any obligation under this Agreement, is prevented, restricted, interfered with, or delayed by reason of any cause beyond the reasonable control of the party liable to perform, unless conclusive evidence to the contrary is provided, the party so affected shall, on giving written notice to the other parties, be excused from such performance to the extent of such prevention, restriction, interference, or delay, provided that the affected party shall use its reasonable best efforts to avoid or remove such causes of nonperformance and shall continue performance with the utmost dispatch whenever such causes are removed. When such circumstances arise, the parties shall discuss what, if any, modification of the terms of this Agreement may be required in order to arrive at an equitable solution.
- I. **Amendments.** This Agreement and its terms and provisions may be changed, waived, discharged or terminated only by a written instrument executed by the parties hereto.
- J. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which 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 executed, effective as of the 27th day of May, 2011, by their authorized representatives.

TARGET CORPORATION

By: John J. Mulligan
John J. Mulligan
Its: Senior Vice President, Treasury
and Accounting

TARGET CANADA CO.

By: Anthony S. Fisher
Anthony S. Fisher
Its: President

TARGET ENTERPRISE, INC.

By: Michael J. Wahlig
Michael J. Wahlig
Its: Vice President

TARGET CORPORATE SERVICES, INC.

By: Michael J. Wahlig
Michael J. Wahlig
Its: Vice President

TARGET FOOD, INC.

By: Michael J. Wahlig
Michael J. Wahlig
Its: Vice President

TARGET GENERAL MERCHANDISE, INC.

By: Michael J. Wahlig
Michael J. Wahlig
Its: Vice President

Seconded Employees Details

<u>Name of Employee</u>	<u>Date of Commencement of Secondment Period</u>	<u>Date of Completion of Secondment Period</u>
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		

**AMENDMENT NO. 1 TO
SECONDMENT AGREEMENT**

THIS AMENDMENT NO. 1 TO SECONDMENT AGREEMENT (“*Amendment*”) is made and entered into effective as of May 27, 2011 (“*Effective Date*”) by and among:

TARGET CORPORATION, a company incorporated under the laws of USA with its principal offices located at 1000 Nicollet Mall, Minneapolis, Minnesota, USA, (hereinafter referred to as “Target”),

TARGET ENTERPRISE, INC., a company incorporated under the laws of USA with its principal offices located at 1000 Nicollet Mall, Minneapolis, Minnesota, USA, (hereinafter referred to as “TEI”),

TARGET CORPORATE SERVICES, INC., a company incorporated under the laws of USA with its principal offices located at 1000 Nicollet Mall, Minneapolis, Minnesota, USA, (hereinafter referred to as “TCSI”),

TARGET FOOD, INC., a company incorporated under the laws of USA with its principal offices located at 1000 Nicollet Mall, Minneapolis, Minnesota, USA, (hereinafter referred to as “TFI”),

TARGET GENERAL MERCHANDISE, INC., a company incorporated under the laws of USA with its principal offices located at 1000 Nicollet Mall, Minneapolis, Minnesota, USA, (hereinafter referred to as “TGMI”)

(Target, TEI, TCSI, TFI and TGMI, collectively, the “Assigning Employers”)

and

TARGET CANADA CO., an unlimited company incorporated under the *Companies Act* (Nova Scotia) and having its registered office at 1959 Upper Water Street, Suite 900, P.O. Box 997, Halifax, Nova Scotia (hereinafter referred to as “Target Canada”).

RECITALS

- A. The Assigning Employers and Target Canada Co. are parties to that certain Secondment Agreement entered into effective as of May 27, 2011 (the “*Agreement*”).
- B. The parties desire to amend and restate Article I of the Agreement.

NOW THEREFORE, it is mutually agreed as follows:

1. AMENDMENT

Article I is hereby amended and restated in its entirety as follows:

ARTICLE I SECONDMENT

Target Canada shall request the Assigning Employers to provide employees (“the Employees”) who have the required level of expertise required by Target Canada. In order to help the Assigning Employers make the selection, Target Canada shall provide the Assigning Employers with a description of the job and the qualifications required by Target Canada. Based on the information provided by Target Canada, the Assigning Employers shall identify and select the Employees to be seconded to Target Canada with the approval of Target Canada. At any stage during the selection process, Target Canada shall have the right to reject any employees selected by the Assigning Employers if they do not meet the desired level of expertise.

The Assigning Employers hereby agree to second the Employees to Target Canada for time period(s) (“the Secondment Period”) with commencement dates and completion dates as reflected in Appendix I of this Agreement. Appendix I will be updated from time to time to reflect any changes made as a result of Article II(D) or Article II(F).

The Employees seconded to Target Canada shall continue to have their payroll processed by the respective Assigning Employer; however, Target Canada shall reimburse each Assigning Employer for these amounts (collectively the “Reimbursable Expenses”), more clearly defined under Article III hereunder.

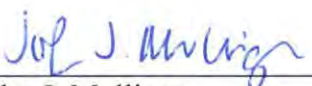
1.2 SURVIVAL

Except as otherwise expressly modified herein, all terms and conditions of the Agreement shall remain unchanged and will continue in full force and effect.

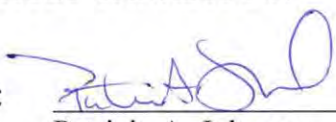
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IN WITNESS WHEREOF, the parties have executed this Agreement on the 29th day of February, 2012, effective as of the Effective Date.

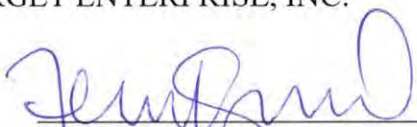
TARGET CORPORATION

By: 
John J. Mulligan
Its: Senior Vice President, Treasury
and Accounting

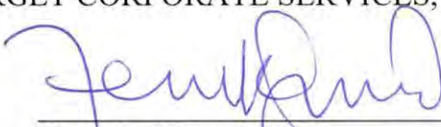
TARGET CANADA CO.

By: 
Patricia A. Johnson
Its: Vice President


TARGET ENTERPRISE, INC.

By: 
Terri K. Simard
Its: Vice President

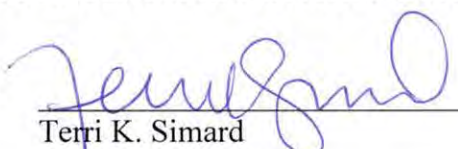
TARGET CORPORATE SERVICES, INC.

By: 
Terri K. Simard
Its: Vice President

TARGET FOOD, INC.

By: 
Terri K. Simard
Its: Vice President

TARGET GENERAL MERCHANDISE, INC.

By: 
Terri K. Simard
Its: Vice President

SCHEDULE 2

TCSI/Target Canada Co Intercompany

Row Labels	Sum of Amount in loc.curr.2
Corporate Charges	(613,868.94) Note 1
Payment on Behalf	(2,164,409.33) Note 2
Grand Total	(2,778,278.27) A

Note 1 - Corporate charges include the allocation of shared resource costs between TCSI and Target Canada Co. Each entity had contractors working on a variety of projects and charged the project accordingly, whether a TCSI project, or a Canada project. Frequently, Canada resources worked on Domestic projects and Domestic resources worked on Canada projects - these charges represent the movement of these expenses to the appropriate entity. When the costs related to an invoice for contractors, the invoice and SAP payment support have been provided. Where an allocation, the allocation calculation has been provided.

Note 2 - Payment on behalf of activity relates to invoices that were paid out of one entity, but either all or a portion of the invoice was allocated to the other entity. When TCSI paid the invoice on behalf of Canada, a Payable to TCSI was created on Target Canada. When Canada paid an invoice on behalf of TCSI, a receivable was created on Canada. Where possible, a copy of the invoice paid, the Canada allocation and transfer, and proof of payment has been provided. Note that Target Corporation (company 1001) pays all Domestic vendors. TCSI reimburses Tgt Corp monthly via the intercompany settlement process. Although the cash support shows Tgt Corp paying the cash, TCSI is the claimant as they beared the expense and have already reimbursed Target Corporation.

A. GL Detail

Assignment	Document Number	Document Type	Posting Date	Document Date	Posting Key	Amount in doc. curr.	Document		Amount in		Company Code	Profit Center	Document Header Text	Reference	Text	Trading Partner	Account	Posting		Fiscal Year	Category	Support Reference
							currency	currency	Local Currency	loc.curr.2								Local currency 2	Period			
20141230	100011480 SA		12/30/2014	12/30/2014 07		17,057.00	USD		19,467.15	CAD	1138	H266	BPC CAN DEC	BPC CAN DEC	BPC CAN DEC	TP1113	ARINT1113	11	2014	Corporate Charges	12	
20141031	100009387 SA		10/31/2014	10/31/2014 07		22,996.00	USD		25,721.03	CAD	1138	H266	BPC CAN OCT	BPC CAN OCT	BPC CAN OCT	TP1113	ARINT1113	9	2014	Corporate Charges	13	
20141125	100010434 SA		11/25/2014	11/25/2014 07		22,996.00	USD		25,932.59	CAD	1138	H266	BPC CAN NOV	BPC CAN NOV	BPC CAN NOV	TP1113	ARINT1113	10	2014	Corporate Charges	15	
20141003	100008361 SA		10/3/2014	10/3/2014 07		53,883.00	USD		60,101.10	CAD	1138	H266	BPC CAN SEPT	BPC CAN SEPT	BPC CAN SEPT	TP1113	ARINT1113	8	2014	Corporate Charges	14	
20140220	10000352 SA		2/20/2014	2/15/2014 37		(25,424.00)	USD		(27,907.92)	CAD	1138	H266	PRPACT - Legal Fees		PRPACT - Legal Fees	TP1113	APINT1113	1	2014	Corporate Charges	22	
20140529	100003570 SA		5/29/2014	5/15/2014 37		(25,424.00)	USD		(27,679.10)	CAD	1138	H266	Legal Fees May Entry	LEGAL FEE MAY	Legal Fees May Entry	TP1113	APINT1113	4	2014	Corporate Charges	22	
20140729	100005760 SA		7/29/2014	7/15/2014 37		(25,424.00)	USD		(27,224.02)	CAD	1138	H266	LegalFeeJuly	LEGALFEEJULY	LegalFeeJuly	TP1113	APINT1113	6	2014	Corporate Charges	22	
20140131	100011522 SA		1/31/2014	1/15/2014 37		(29,527.00)	USD		(32,308.44)	CAD	1138	H266	PRPACT - Legal Fees		PRPACT - Legal Fees	TP1113	APINT1113	12	2013	Corporate Charges	19	
20140320	100001317 SA		3/20/2014	3/15/2014 37		(31,780.00)	USD		(35,282.16)	CAD	1138	H266	PRPACT - Legal Fees	CLOSEWEEK 5	PRPACT-Legal Fees	TP1113	APINT1113	2	2014	Corporate Charges	22	
20140630	100004673 SA		6/30/2014	6/15/2014 37		(31,780.00)	USD		(34,494.01)	CAD	1138	H266	Legal Fees June Entry	LEGAL FEE JUNE	Legal Fees June Entry	TP1113	APINT1113	5	2014	Corporate Charges	22	
20140131	100011525 SA		1/31/2014	1/15/2014 37		(49,258.00)	USD		(54,947.30)	CAD	1138	H266	PRPACT-Internal Fees		PRPACT-Internal Fees	TP1113	APINT1113	12	2013	Corporate Charges	18	
20140220	10000353 SA		2/20/2014	2/15/2014 37		(92,229.00)	USD		(102,152.84)	CAD	1138	H266	PRPACT-Internal Fees		PRPACT-Internal Fees	TP1113	APINT1113	1	2014	Corporate Charges	20	
20140429	100002414 SA		4/29/2014	4/15/2014 37		(93,067.00)	USD		(102,001.43)	CAD	1138	H266	PRPACT-Internal Fees Apr		PRPACT-Internal Fees Apr	TP1113	APINT1113	3	2014	Corporate Charges	21	
20140730	100005767 SA		7/30/2014	7/15/2014 37		(93,067.00)	USD		(99,656.14)	CAD	1138	H266	InternalFeesJuly	INTERNALFEESJULY	InternalFeesJuly	TP1113	APINT1113	6	2014	Corporate Charges	21	
20140324	100001318 SA		3/24/2014	3/15/2014 37		(116,334.00)	USD		(129,154.01)	CAD	1138	H266	PRPACT-Internal Fees		PRPACT-Internal Fees	TP1113	APINT1113	2	2014	Corporate Charges	21	
20140630	100004672 SA		6/30/2014	6/15/2014 37		(116,334.00)	USD		(126,268.92)	CAD	1138	H266	Internal Fees Entry June	INTERNALFEESJUN	Internal Fees Entry June	TP1113	APINT1113	5	2014	Corporate Charges	21	
20150109	100012253 SA		1/9/2015	1/8/2015 37		(27,739.24)	CAD		(27,739.24)	CAD	1138	H266	ACTSPY/Trans	ACTSPY/TRANS	ACTSPY/Trans	TP1113	APINT1113	12	2014	Payment on Behalf	16.2	
20141029	100009352 SA		10/29/2014	8/27/2014 37		(28,942.73)	USD		(31,689.40)	CAD	1138	H266	Corr Request	CORR REQUEST	Corr Request	TP1113	APINT1113	9	2014	Payment on Behalf	9.2	
20140416	100002403 SA		4/16/2014	10/23/2013 37		(54,446.87)	USD		(55,993.16)	CAD	1138	H266	Randy Olson Corr	RANDY OLSON CORR	Randy Olson Corr	TP1113	APINT1113	3	2014	Payment on Behalf	11.3	
20140611	100004645 SA		6/11/2014	6/1/2014 37		(265,137.22)	USD		(287,435.26)	CAD	1138	H266	Randy Olson Corr/IBM	RANDY OLSON CORR	Randy Olson Corr/IBM	TP1113	APINT1113	5	2014	Payment on Behalf	7.1	
20140530	100003587 SA		5/30/2014	11/13/2013 37		(23,681.87)	USD		(24,854.12)	CAD	1138	H266	COMPUWARE	COMPUWARE	COMPUWARE	TP1113	APINT1113	4	2014	Payment on Behalf	1.1	
20140530	100003586 SA		5/30/2014	3/31/2014 37		(290,761.91)	USD		(321,582.67)	CAD	1138	H266	COMPUWARE	COMPUWARE	COMPUWARE	TP1113	APINT1113	4	2014	Payment on Behalf	2.2	
20141223	100012052 SA		12/23/2014	11/12/2014 37		(436,507.34)	USD		(494,562.82)	CAD	1138	H266	COMPUWARE	COMPUWARE	COMPUWARE	TP1113	APINT1113	11	2014	Payment on Behalf	2.1	
20140825	100006826 SA		8/25/2014	7/17/2014 07		20,200.00	CAD		18,808.19	USD	1138	H266	PRPACT/GXS 814000486	PRPACT	PRPACT/GXS 814000486	TP1113	ARINT1113	7	2014	Payment on Behalf	24.1	
20140714	100005751 SA		7/14/2014	6/24/2014 07		25,865.67	CAD		25,865.67	CAD	1138	H266	PRPACT-EPL	PRPACT	PRPACT-EPL	TP1113	ARINT1113	6	2014	Payment on Behalf	25.1	
20140714	100005752 SA		7/14/2014	6/5/2014 07		69,124.96	CAD		69,124.96	CAD	1138	H266	PRPACT-EPL	PRPACT	PRPACT-EPL	TP1113	ARINT1113	6	2014	Payment on Behalf	17	
20150114	100012592 SA		1/14/2015	1/2/2015 37		(110,217.94)	CAD		(110,217.94)	CAD	1138	H266	Alvarez Wire	ICL PD12	Alvarez Wire	TP1113	APINT1113	12	2014	Payment on Behalf	4.1	
20150114	100012365 SA		1/14/2015	12/4/2014 37		(180,546.98)	USD		(205,137.48)	CAD	1138	H266	Expense Transfer	EXPENSE TRANSFER	Expense Transfer	TP1113	APINT1113	12	2014	Payment on Behalf	5.1	
20150114	100012591 SA		1/14/2015	1/7/2015 37		(661,882.67)	USD		(783,338.14)	CAD	1138	H266	Alvarez Wire Transfer	ICL PD12	Alvarez Wire Transfer	TP1113	APINT1113	12	2014	Payment on Behalf	6.1	
20140602	100004644 SA		6/2/2014	3/15/2014 37		(11,853.89)	USD		(13,160.19)	CAD	1138	H266	EXPNSE/Deb Janssen Corr	EXPNSE/DEB JANSS	EXPNSE/Deb Janssen Corr	TP1113	APINT1113	5	2014	Payment on Behalf	8.2	
20141229	100011461 SA		12/29/2014	11/14/2014 37		(93,430.60)	USD		(106,183.88)	CAD	1138	H266	TABLEAU	PREPAID 5	TABLEAU	TP1113	APINT1113	11	2014	Payment on Behalf	23.1	
20140318	100001305 SA		3/18/2014	12/28/2013 37		(104,958.48)	USD		(112,337.06)	CAD	1138	H266	VertexAlloc	VERTEXALLOC	VertexAlloc	TP1113	APINT1113	2	2014	Payment on Behalf	10.2	
									(2,778,278.27)	Summary												



*See 2.1 for evidence that Compuware customer #111987 is for the exclusive use of Target Canada Co.

Tax \$23,

REMIT PAYMENT TO:
COMPUWARE CORPORATION
DRAWER #64376
DETROIT, MI 48264-0376
(313) 227-7300

INVOICE DATE: 13-NOV-2013
INVOICE #: N53893

BILL TO:
TARGET PROPERTY ACCTING.
TPN-0930 C/O TARGET CORP.
PO BOX 1430
MINNEAPOLIS, MN 55440-1430
ATTN: ACCOUNTS PAYABLE

SHIP TO:
TARGET CORPORATION
7100 TARGET PARKWAY
BROOKLYN PARK, MN 55445-4302

PAY TERMS: UPON RECEIPT
SALESPERSON: WILLIAM RIVIERE

CUSTOMER #: 111987 - 1
CONTRACT #: 111987R-1

DESCRIPTION AMOUNT

INSTALLMENT PAYMENT # 2 OF 3 FOR THE FOLLOWING SOFTWARE PRODUCT(S):

DYNATRACEPROD ED JAVA AGT \$ 406,905.00
DYNATRACE PRODUCTION USER EXPERIENCE MGT, DYNATRACEPROD ED .NET AGT, DYNATRACEPROD ED JAVA AGT, DYNATRACEPROD ED WEBSERVER AGT

SALES TAX 29,602.34

\$ 2,260,584.00 DUE 01/30/13
\$ 406,905.00 DUE 12/20/13
\$ 406,905.00 DUE 12/20/14

TOTAL AMOUNT DUE IN USD CURRENCY: \$ 436,507.34

Dr 1180150 - 1138 - H221

Cr 1096170 - 1113 - H199

Compuware N 53893 CANADA

* Moved \$ 412,825.47

a - b = 23,681.87 A

JE: Prepaid 1

1138-H221-1180150
in December

Doc # 100056835

TERMS & CONDITIONS/COMMENTS:
MAINTENANCE IS INCLUDED THROUGH DECEMBER 31, 2015.

1.2 Compuware Invoice N53893

*Initial transfer of \$412,825.47 to TCC on 1/2/14. This amount is settled as of 1.14.15 (no longer a payable to TCSI).

Display Document: Data Entry View

Display Currency General Ledger View

Data Entry View

Document Number 100010554 Company Code 1138 Fiscal Year 2013
 Document Date 01/02/2014 Posting Date 01/02/2014 Period 11
 Reference PREPAID1 Cross-Comp.No. 0100056835111313
 Currency USD Texts exist Ledger Group

Clrng doc.	D	Itm	PK	Cost Center	S	G/L Account	G/L account name	Amount	Curr.	Amount in LC	LCurr	LC2 amount	LCur2	Profit Center	Tr.
	S	1	40			1180150	INTRACOMPANY TNFR TC	412,825.47	USD	439,287.58	CAD	412,825.47	USD	H221	
14000000...	H	2	37			2016180	I/C ACCOUNTS PAYABLE	412,825.47-	USD	439,287.58-	CAD	412,825.47-	USD	H266	TP...

*Invoice N53893 was paid by Target Corp (1001) on 1/2/14, check #2013378. TCSI paid Target Corporation for invoice via intercompany settlement process.

Vendor 193584
 Company Code 1001
 Name COMPUWARE CORP
 City DETROIT

Account	St	DocumentNo	Amount in local cur.	Postng Date	Document Header Text	PBk	Clrng doc.	Text	PM	Check number	DD	Pmnt date	Doc. Date	G/L
193584		2000709907	412,825.47	01/02/2014	20140102-TCK10		2000709907		C	2013378		01/02/2014	01/02/2014	2011440
193584		5101532800	412,825.47-	12/03/2013	N53893		2000709907	4500114171/1386086797934-1783187912735004504@216.1		2013378		01/02/2014	12/03/2013	2011440
*			0.00											

*Additional \$23,681.87 was paid to Compuware on 3/11/2014.

Vendor 193584
 Company Code 1001
 Name COMPUWARE CORP
 City DETROIT

Account	St	DocumentNo	Amount in local cur.	Postng Date	Document Header Text	PBk	Clrng doc.	Text	PM	Check number	DD	Pmnt date	Doc. Date	G/L
193584		1904249613	23,681.87-	03/11/2014	N53893 SP		2000059980			2039469		12/13/2013	11/13/2013	2011440
193584		1905071078	3,003,700.00-	03/18/2014	N54638		2000072901			2041875		03/16/2014	02/14/2014	2011440
193584		2000059980	23,681.87	03/11/2014	20140311-CHK10		2000059980		C	2039469		03/11/2014	03/11/2014	2011440
193584		2000072901	3,323,870.16	03/18/2014	20140318-CHK10		2000072901		C	2041875		03/18/2014	03/18/2014	2011440
193584		5100384643	727,324.50-	04/05/2014	217042		2000151125	4500169386/1396702524200-9175427909041078402@216.1		2064218		04/30/2014	03/31/2014	2011440
193584		5100384648	29,200.78-	04/05/2014	217109		2000151125	4500160866/1396704963458-98723811019709603@216.109		2064218		04/30/2014	03/31/2014	2011440
193584		5100384650	290,761.91-	04/05/2014	217110		2000151125	4500166955/1396705184761-8742541779097856324@216.1		2064218		04/30/2014	03/31/2014	2011440
*			727,117.01-											

*Additional payment was then transferred to Canada on 5/30/14, creating an intercompany payable to TCSI which remains unsettled as of 1.14.15.

Display Document: Data Entry View

Display Currency General Ledger View

Data Entry View

Document Number 100003587 Company Code 1138 Fiscal Year 2014
 Document Date 11/13/2013 Posting Date 05/30/2014 Period 4
 Reference COMPUWARE Cross-Comp.No. 0100003587113814
 Currency USD Texts exist Ledger Group

Clrng doc.	D	Itm	PK	Cost Center	S	G/L Account	G/L account name	Amount	Curr.	Amount in LC	LCurr	LC2 amount	LCur2	Profit Center	Tr.Prt
	S	1	40			1180150	INTRACOMPANY TNFR ...	23,681.87	USD	24,854.12	CAD	23,681.87	USD	H221	
14000000...	H	2	37			2016180	I/C ACCOUNTS PAYABLE	23,681.87-	USD	24,854.12-	CAD	23,681.87-	USD	H266	TP11...

This is not an invoice. For quoting/budgeting purposes only
Compuware Corporation

Corporate Headquarters
ONE CAMPUS MARTIUS • DETROIT, MICHIGAN 48226
(313) 227 - 7300

March 10, 2014

TARGET CORPORATION

FOR THE EXCLUSIVE USE AND BENEFIT OF TARGET CANADA CORPORATION

7100 TARGET PARKWAY
BROOKLYN PARK, MN 55445-4302

RE: RENEWAL QUOTE # 1713-2 FOR CLIENT 111987

Dear Valued Customer,

The purpose of this communication is to begin the renewal process for your Compuware license(s) to ensure you continue to enjoy the benefits of our industry-leading solutions.

The attached quote pertains to the renewal of the license(s) listed on the quote and is subject to the terms of License Agreement No. 111987R between the parties, other than as expressly stated herein. The period of coverage is through March 31, 2015, and all quoted prices are valid through March 31, 2014. Please note that the quoted price does not include taxes. All applicable taxes will be applied to the renewal price upon invoicing.

When submitting your renewal, please be sure to reference renewal quote #1713-2 (dated March 10, 2014) in the purchase order and attach the quote as well. Additionally, please ensure that your purchase order includes the following information:

- Your company's letterhead or logo
- The signature and name of the buyer (signature not required for electronic purchase orders)
- Ship To and Bill To addresses
- Contact phone number and/or e-mail address of the invoice approver.

If requested, we will wait until we receive your purchase order before forwarding the billing invoice. The parties agree that invoicing and payment shall be governed by the terms of License Agreement No. 111987R. The terms of any purchase order submitted in conjunction with this quote, which are conflicting or additional to the terms of this quote, shall be null and void.

Thank you for your time and attention regarding this matter, and we appreciate the opportunity to continue to serve you as a valued Compuware customer. If you have any questions or require any additional information, please do not hesitate to contact me. My contact information can be found below.

This is not an invoice. For quoting/budgeting purposes only

LICENSEE

TARGET CORPORATION
FOR THE EXCLUSIVE USE AND BENEFIT OF
TARGET CANADA CORPORATION

CLIENT SITE NUMBER
LICENSED LOCATION

111987-1
7100 TARGET PARKWAY
BROOKLYN PARK MN 55445-4302

Licensed Offerings	Start Renewal Date	End Renewal Date	Licensed Quantity
dynaTrace Test Center Edition Java Agent (JVM) - Windows/Unix/Linux	April 1, 2014	March 31, 2015	300 Agent
dynaTrace User Experience Management (UEM3) (50 million blocks of page actions)	April 1, 2014	March 31, 2015	1 Page Actions

Quote Total

286,592.00 ^a

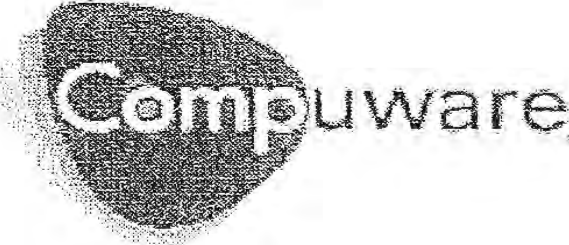
Please be sure to reference renewal quote #1713-2 (dated March 10, 2014) in the purchase order and attach the quote as well

ALL FEES ARE IN USD
ALL PRICES VALID THROUGH MARCH 31, 2014

^a 286,592.00 - Amount per PO
^A 290,761.91 - Amount per GL
4,169.91 - Immaterial difference*

*As the actual invoice submitted via the Ariba network was within tolerance (2%) of the approved PO, the invoice was paid without further investigation. As Target actually paid the higher amount on Target

COMPUWARE CORPORATION
 ONE CAMPUS MARTIUS • DETROIT, MICHIGAN 48226
 (313) 227-7300



CLIENT NO. 111987

PRODUCT SCHEDULE NO. THIRTY-EIGHT

This Product Schedule has an effective date of December 31, 2012 and will be affixed to and become a part of the License Agreement by and between Compuware Corporation ("Compuware") and Target Corporation ("Target") dated March 31, 2009. Licensee shall be licensed to use the Software specified below under the terms and conditions of the Agreement and in accordance with the applicable User Documentation.

Licensee: Target Corporation
 Licensed Location No. 1: 7100 Target Parkway
 City, State, Zip: Brooklyn Park, MN 55445-4302

DISTRIBUTED SOFTWARE *a	STORES	QTY	PERPETUAL LICENSE TYPE/UNIT
dynaTrace Production Edition	-	-	-
Java Agent (JVM) – Windows /Unix	N/A	80	Per Java Agent
.NET Windows OS Instance (WOSI)	N/A	75	Per WOSI
WebServer Agent	N/A	56	Per Agent
dynaTrace User Experience Management (UEM) for Production – includes:	-	2 Million	Visits
Browser Agent (AJAX Edition Premium) for Production	N/A	4	Per Agent
WebServer Agents for UEM	N/A	5	Per Agent
dynaTrace Production Edition	-	-	-
.NET Windows OS Instance (WOSI)	25	600*b	Per WOSI
WebServer Agent	25	25*b	Per Agent

*a New Licenses.

*b Notwithstanding any other provision of the Agreement, the parties agree that the 600 WOSI's and 25 Agents specified herein shall be restricted to installation at: i) only Licensee's United States and Canadian store locations; and ii) up to, but not exceeding, twenty-five (25) total United States or Canadian store locations.

Licensee hereby certifies that all Software shall be originally distributed from Compuware to the Licensed Location in Brooklyn Park, MN as specified in this Schedule No. Thirty-Eight, unless otherwise agreed to in writing by both parties. Upon the request of Compuware, Licensee shall provide Compuware with written assurances as to the foregoing. The parties further agree that this original distribution does not, subject to the terms of the Agreement and this Product Schedule, restrict future relocation of the Software to different locations.

MAINTENANCE SERVICES

Software Maintenance is included through December 31, 2015 (the "Maintenance Term") for the Software licensed herein, at the configurations licensed herein.

PRODUCTION EDITION

The Production Edition is licensed for use per JVM (Java Virtual Machine) for Java/mainframe environments or per WOSI (Windows Operating System Instance) and windows editions for .NET Software applications, or per Browser Instance, or per IBM WebSphere Message Broker process, or per instrumented native process, or for use per the number of Visits purchased. It may not be moved, installed or utilized on another JVM, WOSI, or native process unless the server or POS register it is installed or utilized on is decommissioned or otherwise

COMPUWARE CORPORATION

ONE CAMPUS MARTIUS • DETROIT, MICHIGAN 48226
(313) 227-7300



replaced. Licensee may use the Production Edition in a production environment only, for the continuous 24x7 performance management of software applications. Licensee may not use the Production Editions in any development or test environment, or for any test or development purposes.

USER EXPERIENCE MANAGEMENT

User Experience Management Edition, Test or Production, is used per the number of annual Visits purchased. Visits may be directed at and across any Licensee application. Licensee may use the User Experience Management Edition for the continuous 24x7 performance management of software applications. Licensee may also use the User Experience Management Edition for the testing of software applications in test and staging environments.

One (1) Visit is defined and calculated as follows:

- i) each period of interaction between a visitor's browser and a particular website which has at least two (2) page actions (see *a below), ending when the browser is either: a) closed; or b) inactive for 30 minutes; and
- ii) each sixty (60) minute continuous period that a visitor's browser is interacting with an application.

*a Interactions with only one page action are considered "bouncing visits" and shall not be counted as a licensed Visit.

AJAX EDITION PREMIUM VERSION FOR PRODUCTION

The AJAX Edition Premium Version for Production is licensed for one agent per Browser Instance. The AJAX Edition Premium Version for Production must not be used in any development or test environment, or for any test or development purposes. It is licensed only for use in production environments.

ACCEPTANCE

Notwithstanding section 3.4 of the Agreement, Licensee accepts the Software upon execution of this Product Schedule.

PRIOR PAYMENT OBLIGATIONS

The execution of this Product Schedule shall have no effect on any payment due, or scheduled to become due pursuant to prior product schedules, purchase orders or addendums to this Agreement.

PRODUCT SCHEDULE PRICE VALID THROUGH DECEMBER 14, 2012

PAYMENT

Licensee hereby accepts the Software upon execution of the Product Schedule and agrees to pay Compuware the Total Amount of **\$3,074,395 U.S. Dollars** plus any applicable taxes. First payment of **\$2,260,585** is due upon receipt and Compuware shall receive payment within 30 days of the invoice date; second payment of **\$406,905** shall be received by Compuware on or before December 20, 2013; and third and final payment of **\$406,905** shall be received by Compuware on or before December 20, 2014 (each date, a "Due Date"). If payment is not received by the Due Date(s) specified above, Compuware may impose a late payment charge equal to the lesser of 1 ½% per month of the unpaid balance or the maximum rate allowed by law. The parties agree that this paragraph shall override and supersede any provision to the contrary set forth in the License Agreement, or on a purchase order or an invoice. The terms of any purchase order submitted in conjunction with this Product Schedule, which are conflicting or additional to the terms of this Product Schedule, shall be null and void.

Note: No invoice is available for this payment, however, the signed contract notes the \$406,905 payment is due by December 20, 2014. With tax same as invoice N53893 at 1.1, the total payment due is \$436,507.34. A

*See 2.1 for evidence that Compuware customer #111987 is for the exclusive use of Target Canada Co.

COMPUWARE CORPORATION
ONE CAMPUS MARTIUS • DETROIT, MICHIGAN 48226
(313) 227-7300



Accepted by Client:

Karl Baltus
Authorized Signature

KARL BALTUS
Name

DIRECTOR, TARGET CORP
Title

12/17/2012
Date

KARL.BALTUS@TARGET.COM
E-Mail

612-741-5302
Phone

Agreed By Compuware Corporation:

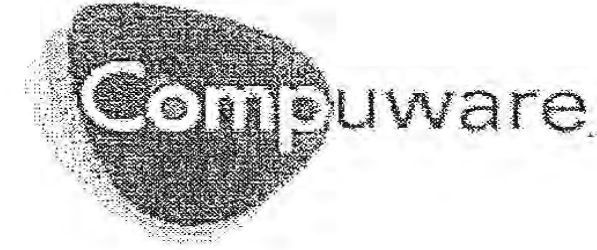
Michael Olejniczak
Authorized Signature

Michael Olejniczak
Name
Vice President
Associate General Counsel

Title

12-18-12
Date

COMPUWARE CORPORATION
 ONE CAMPUS MARTIUS • DETROIT, MICHIGAN 48226
 (313) 227-7300



ATTACHMENT A

OPTION IA SUITE PRICING

Licensee shall have the option, through December 31, 2013, to license the suite of Distributed Software, at the configuration and fee as specified in the table below:

DISTRIBUTED SOFTWARE	STORES	QTY	PERPETUAL LICENSE TYPE/UNIT	AMOUNT
dynaTrace User Experience Management (UEM) for Production – includes:	-	12.5 Million	Visits	\$2,736,325
Browser Agent (AJAX Edition Premium) for Production	N/A	10	Per Agent	
WebServer Agents for UEM	N/A	15	Per Agent	
dynaTrace Production Edition	-	-	-	
.NET Windows OS Instance (WOSI)	125	3,000*a	Per WOSI	
WebServer Agent	125	125* a	Per Agent	

*a Notwithstanding any other provision of the Agreement, the parties agree that the 3,000 WOSI's and 125 Agents specified herein shall be restricted to installation at: i) only Licensee's United States or Canadian store locations; and ii) up to, but not exceeding, one hundred and twenty-five (125) total United States or Canadian store locations.

The above Price does not include maintenance service fees. The corresponding Software maintenance service fees are calculated at 18% of the above license price per year and prorated through the end of the Maintenance Term. Maintenance fees shall be prepaid and included in the "Total Amount" of the Product Schedule related to the acquisition of such additional licenses and maintenance.

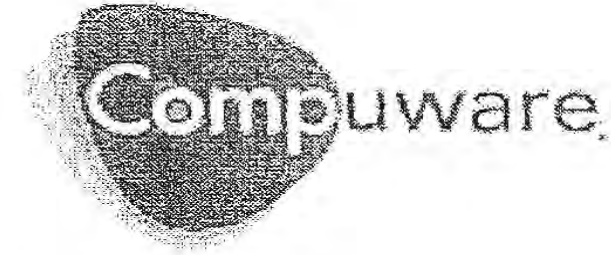
OPTION IB SUITE PRICING

Provided License exercises "OPTION IA" as specified above, Licensee shall have this additional Option IB, through December 31, 2013, to license the suite of Distributed Software, at the per twenty-five (25) store configuration and fees as specified in the table below. The parties agree that Licensee shall have the option, through December 31, 2013 to license as many stores, in increments of twenty-five (25), per the suites of Distributed Software at the per twenty-five (25) store configuration and fee as specified in the table below, as Licensee requires.

DISTRIBUTED SOFTWARE	STORES	QTY	PERPETUAL LICENSE TYPE/UNIT	AMOUNT
dynaTrace User Experience Management (UEM) for Production – includes:	-	2 Million	Visits	\$560,183
Browser Agent (AJAX Edition Premium) for Production	N/A	4	Per Agent	
WebServer Agents for UEM	N/A	5	Per Agent	
dynaTrace Production Edition	-	-	-	
.NET Windows OS Instance (WOSI)	25	600*b	Per WOSI	
WebServer Agent	25	25* b	Per Agent	

*b Notwithstanding any other provision of the Agreement, the parties agree that the 600 WOSI's and 25 Agents specified herein shall be restricted to installation only at United States or Canadian store locations.

COMPUWARE CORPORATION
 ONE CAMPUS MARTIUS • DETROIT, MICHIGAN 48226
 (313) 227-7300



The above Price does not include maintenance service fees. The corresponding Software maintenance service fees are calculated at 18% of the above license price per year and prorated through the end of the Maintenance Term. Maintenance fees shall be prepaid and included in the "Total Amount" of the Product Schedule related to the acquisition of such additional licenses and maintenance.

OPTION II SUITE PRICING

Licensee shall have the additional option, through December 31, 2013, to license the suite of Distributed Software, at the per ten (10) store configuration and fees as specified in the table below. The parties agree that Licensee shall have the option, through December 31, 2013 to license as many stores, in increments of ten (10), per the suites of Distributed Software at the per ten (10) store configuration and fee as specified in the table below, as Licensee requires.

DISTRIBUTED SOFTWARE	STORES	QTY	PERPETUAL LICENSE TYPE/UNIT	AMOUNT
dynaTrace User Experience Management (UEM) for Production – includes:	-	2 Million	Visits	\$470,800
Browser Agent (AJAX Edition Premium) for Production	N/A	4	Per Agent	
WebServer Agents for UEM	N/A	5	Per Agent	
dynaTrace Production Edition	-	-	-	
.NET Windows OS Instance (WOSI)	10	240*c	Per WOSI	
WebServer Agent	10	10* c	Per Agent	

*c Notwithstanding any other provision of the Agreement, the parties agree that the 240 WOSI's and 10 Agents specified herein shall be restricted to installation only at United States or Canadian store locations.

The above Price does not include maintenance service fees. The corresponding Software maintenance service fees are calculated at 18% of the above license price per year and prorated through the end of the Maintenance Term. Maintenance fees shall be prepaid and included in the "Total Amount" of the Product Schedule related to the acquisition of such additional licenses and maintenance.

The Attachment A is hereby incorporated into Product Schedule No. THIRTY-EIGHT.

*Wire for Target Canada A&M services invoice paid out of Target Stores/TCSI.

TARGET **ELECTRONIC PAYMENT - International** Treasury Operations
 Fax: (612) 761-5508
 Phone: (612) 761-5420

Please fill in required information fields completely and obtain the authorizing signatures. Fax the completed form to Treasury Operations at the above listed fax number. Repetitive payment requests may be emailed to the TargetCorp.Payments email box. Incomplete forms will be returned. Wire requests must be submitted no later than 11:00 AM (CST) on the day the payment is due. ACH requests must be submitted no later than 2:00 PM (CST) one day prior to due date.

TYPE OF PAYMENT: International Wire - 3 INITIATING FROM COMPANY: Tstore Master - M0006

SAP GENERAL LEDGER DEBIT ACCOUNT INFORMATION:

Co Code	Profit Center	Cost Center	Internal Order or Trading Partner	GL Account	Accounting Repeat	Amount
1113	H176	93525000	101507	7070220		110,217.94

PAYMENT INFORMATION:

01/03/15 Payment Effective Date Amount: 110,217.94 CAD - Canadian Dollar Currency

BENEFICIARY'S * Required Field

Repeat Number (if one):
 * Name on Bank Account: Alvarez & Marsal Canada ULC
 * Bank Name: TD Canada Trust
 Bank City, State: Toronto, ON
 * Bank Account # or IBAN: [Redacted]
 * SWIFT Code: [Redacted]
 International Routing Code: [Redacted]
 For Further Credit Account #:
 Intermediary Bank:
 Intermediary ABA or SWIFT:

SAP Planning (Treasury Us)

1113 to can

Special Instructions (Non-Repeats only): V#23159, Invoice Proj Yellow CA-1
 * Purpose of Payment (for internal use): Services Rendered 11/3/2014 - 11/30/2014

OTHER BENEFICIARY / VENDOR INFO: (If there are questions on this section, please contact 1099Questions@target.com)

* Beneficiary Address: 600 Madison Ave 8th FLR
 * Beneficiary City, State, Zip: New York, NY 10022
 * Beneficiary Tax ID Number: HST 83486 3367 RT 0001

Treasury Internal Bank to Bank Transfer? Yes No
 Is this for a tangible product (ex. furniture, samples, supplies, merchandise)? Yes No Both (product & service) (if yes, skip next question)
 Were any service performed in the US? Yes No Both (inside US & outside US)

APPROVAL: I hereby authorize transfer of above listed dollar amount on payment effective date indicated and I have confirmed payee information and electronic payment instructions are correct.

* Internal Contact Information: Name: Kris Rinninger Phone: 0-1925
 Name: Lynn Prochaska EFT Approver Signature: [Signature] Date: 12/30/14 Phone #: 02136
 Title: Mgr PAV
 Name: Melissa Norton EFT Approver Signature: [Signature] Date: 12/30/14 Phone #: X50263
 Title: Director, PAV

Approval for repetitive payments is required by one EFT Approver. Approval for non-repetitive payments is required by two EFT Approvers (one of which must be a director or above on requests greater than \$5,000; one with unlimited signing authority on requests greater than \$20 million).
 Revised 04/06/12

4.2 A&M Invoice CA-1

*Transfer of \$110,217.94 CAD (94,892.76 USD) to TCC on 1/14/15

Display Document: Data Entry View

Display Currency General Ledger View

Data Entry View

Document Number	100012592	Company Code	1138	Fiscal Year	2014
Document Date	01/02/2015	Posting Date	01/14/2015	Period	12
Reference	ICL PD12	Cross-Comp.No.	0100038613111314		
Currency	CAD	Texts exist	<input type="checkbox"/>	Ledger Group	

Clrng doc. D Itm PK Cost Center S G/L Account G/L account name Amount Curr. Amount in LC LCurr LC2 amount LCur2 Profit Center Tr.Prt

	S	1	40			1180150	INTRACOMPANY TNFR ...	110,217.94	CAD	110,217.94	CAD	94,892.76	USD	H221	
14000000...	H	2	37			2016180	I/C ACCOUNTS PAYABLE	110,217.94-	CAD	110,217.94-	CAD	94,892.76-	USD	H266	TP11...



Wire
11/23/14

Alvarez & Marsal North America LLC
600 Madison Avenue, 8th Floor
New York, NY 10022
Phone: +1 212 759 4433
Fax: +1 212 759 5532

*Pull Check
1/9*

December 4, 2014

Ms. Terri K. Simard
Vice President
Target Canada Co.
1000 Nicollet Mall - TPS 3155
Minneapolis, MN 55403

Services Rendered: 11/03/14 - 11/30/14
By Alvarez & Marsal North America, LLC

Invoice #: Proj Yellow US-1

(\$ in USD)	Hourly Rate	Hours	Total Fees
	\$ 895.00	85.0	\$ 76,075.00
	675.00	74.0	49,950.00
	600.00	63.8	38,280.00
	475.00	1.0	475.00
Total Fees Charged			164,780.00
Out of Pocket Expenses			15,766.98
TOTAL DUE:			\$ 180,546.98

Wire Instructions:	
Bank:	J.P. Morgan Chase
ABA:	21000021
Account Name:	Alvarez & Marsal, LLC
Account Number:	[REDACTED]
Reference Invoice:	Proj Yellow US-1



ELECTRONIC PAYMENT - Domestic

Treasury Operations
 Fax: (612) 761-5508
 Phone: (612) 761-5420

Please fill in required information fields completely and obtain the authorizing signatures. Fax the completed form to Treasury Operations at the above listed fax number. Repetitive payment requests may be emailed to the TargetCorp Payments email box. Incomplete forms will be returned. Wire requests must be submitted no later than 11:00 AM (CST) on the day the payment is due. ACH requests must be submitted no later than 2:00 PM (CST) one day prior to due date.

TYPE OF PAYMENT: Wire - Accounting Only - 0 INITIATING FROM COMPANY: Tstore Master - M0006

SAP GENERAL LEDGER DEBIT ACCOUNT INFORMATION:						
Co Code	Profit Center	Cost Center	Internal Order or Trading Partner	GL Account	Accounting Repeat	Amount
1113		93525000	101507	7070220		661,882.67

PAYMENT INFORMATION: Cash Trapping Required (for TNB use only)
 01/07/15 661,882.67 A USD
 Payment Effective Date Amount Currency

BENEFICIARY'S * Required Field

Repeat Number (if one):
 * Name on Bank Account: Alvarez & Marsal LLC
 * Bank Name: J.P. Morgan Chase
 Bank City, State: _____
 * Bank Account #: _____
 * ABA/Routing #: _____
 For Further Credit Account #: _____

SAP Planning Level (Treasury Use Only)

Special Instructions (Non-Repeats only): Vendor 23159, Invoice Proj Yellow US-2
 *Purpose of Payment (for internal use): Services Rendered 12/1/14 - 12/31/14

1113
to
cash

OTHER BENEFICIARY / VENDOR INFO: (If there are questions on this section, please contact 1099Query)

Vendor Number (optional): _____
 * Address: 600 Madison Avenue, 8th Floor
 * City, State, Zip: New York, NY 10022
 * Tax ID Number: _____

Treasury Internal Bank to Bank Transfer? Yes No If payment to a Vendor, are they a Corporation? Yes No
 Is payment for a service (legal, maintenance, consulting) or rent? Yes No If yes, was it performed in the US? Yes No
 Note: if this is a first-time payment to a new vendor, please also provide a W-9 and Invoice Copy.

APPROVAL: I hereby authorize transfer of above listed dollar amount on payment effective date indicated and I have confirmed payee information and electronic payment instructions are correct.

* Internal Contact Information: Name: Kris Riningef Phone: 0-1925
 Name: Carrie Kirscht Title: Sr. Grp Manager Merch Payable EFT Approver Signature: [Signature] Date: 1/7/15 Phone #: 0-3039
 Name: Melissa Norton Title: Director AP EFT Approver Signature: [Signature] Date: 1/7/15 Phone #: 5-0263

Approval for repetitive payments is required by one EFT Approver. Approval for non-repetitive payments is required by two EFT Approvers (one of which must be a director or above on requests greater than \$5,000; one with unlimited signing authority on requests greater than \$20 million).
 F:\SharePlan\Content-Library\Expense\Team\Processing Team\Wire Forms\Alvarez & Marsal V#23159 1-7-15 Domestic