PROOF OF CLAIM FORM FOR CLAIMS AGAINST THE TARGET CANADA ENTITIES¹

Debtor:	Target Canada Co.			
2(a) Original Claima	nt (the "Claimant")			•
Legal Name of Claimant	Target Canada Property LLC	Name of Co	ntact	Mark Wong
Address .		Title		General Counsel & Secretary
c/o Osler, Hoskin & Hard	court LLP	Phone #	-	416-427-3761
Box 50, 1 First Canadian	Place	— Fax #	•	416-862-6666
		— Email	-	mark.wong@target.com
City Toron	to	Prov / State	Ontario	
Postal/Zip Code M5X	1B8			
2(b) Assignee, if claim	n has been assigned			
Legal Name of Assignee	N/A	Name of Co	ntact	
Address		Phone #	-	
	•	Fax #	-	
		 Email	•	
City		Prov / State	-	
Postal/Zip Code				

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	\$27,254,109.34 + Unknown (Prefiling)	⊠	
CAD	\$1,911,494,242 + Unknown (Restructuring)		
	\$37,347,551.50 + Unknown (post-filing account receivable payable at 100 cents)	⊠	

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 Schedules A, B, C and Annex A.

5. Ce	ertification			
I hereby cer	rtify that:			
1.	. I am the Claimant or authorized represen	ntative of the Cla	imant.	
2.	. I have knowledge of all the circumstance	es connected with	n this Claim.	
3.	. The Claimant asserts this Claim against	the Debtor as set	out above.	•
4.	. Complete documentation in support of the	nis claim is attacl	ned.	
Signature: Name: Title:	Mark Wong General Counsel & Secretary		Witness: Andree 1 (signature) Andree 1 (print)	Cockhart ocknart
Dated at:	Toronto ti	nis 30 th day of	July	, 2015
L				

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 (PRE-FILING)

Description of Indebtedness

Amount

Leaseback Accrued Rent: Indebtedness owing by Target Canada Co. ("TCC") to Target Canada Property LLC ("PropCo") as of January 14, 2015 pursuant to the Leasebacks (as defined below)

\$46,712,017 + applicable sales, goods and services and harmonized sales taxes

Unremitted Sales Tax: Indebtedness owing by TCC to PropCo as of January 14, 2015 on account of Quebec sales tax refunds received by TCC and beneficially owned by Propco.

\$161,603.40

Less: Indebtedness owing by PropCo to TCC as of January 14, 2015 on account of payments made by TCC on behalf of PropCo.

(\$1,016,395.06)

Indebtedness owing by PropCo to TCC as of January 14, 2015, on account of Fees payable pursuant to the Master Agreement (as defined below)

(\$6,418,606) + applicable sales, goods and services and harmonized sales taxes if any

Indebtedness owing by Propco to TCC as of January 14, 2015 on account of "RIP" (as defined below) expenditures incurred by TCC for the benefit of and payable by PropCo

(\$12,184,510)

Contingent claims by PropCo 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

TOTAL INDEBTEDNESS

\$27,254,109.34+

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).

DETAILS OF CLAIM

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.

Delivered concurrently with this Proof of Claim is a separate binder of materials labelled Annex "A". The materials in Annex A provide detailed information from general ledger accounts, bank statements, and other sources to prove costs incurred on account of the "RPI" under the "Leasebacks" as recorded in the general ledger, and further supports the determination of all "Leaseback Rent" amounts as set out in this Schedule (as these terms are defined below).

PropCo 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, PropCo would be pleased to work with the Monitor to address any such requests.

Amounts Payable to PropCo

Leaseback Accrued Rent

- 1. TCC was tenant under certain master leases (each, a "Master Lease") with third party landlords. The Master Leases are identified in Schedule A.1. We understand the Monitor has or has access to copies of all Master Leases.
- 2. TCC entered into a sublease/leaseback arrangement with Target Canada Property LP ("PropLP") with respect to each of the leased premises that were the subject of the Master Leases (the "Leased Premises").
- 3. The sublease/leaseback arrangement between PropLP and TCC is contained in, among others, the following agreements:
 - (a) Master Agreement effective as of February 4, 2013 between TCC and PropLP (the "Master Agreement");
 - (b) Subleases from TCC to PropLP for each of the Leased premises (the "Subleases");
 - (c) Leasebacks from PropLP to TCC for each of the Leased (subleased) Premises (the "Leasebacks").

All of the Subleases and Leasebacks are substantively identical as to their terms as identified herein. A copy of the Master Agreement, and a sample copy of each of the Subleases and Leasebacks, are attached as Schedule A.2. We understand the Monitor has or has access to copies of all Subleases and Leasebacks.

- 4. Under the terms of the Master Agreement, PropLP was required to make certain real property improvements to the Leased Premises (the "RPI"). 1
- 5. Under the terms of each Sublease, PropLP was required to pay to TCC monthly rent ("Sublease Rent") with respect to the applicable Leased Premises determined as follows:
 - (i) a base rent amount equal to the base rent payable by TCC for the month for the Leased Premises under the Master Lease; and
 - (ii) all common area maintenance and similar costs, percentage rent, and any other additional rent, due and owing for the month by TCC for the Leased Premises under the Master Lease for the month.²

The Sublease Rent is a Canadian dollar obligation.

- 6. Under the terms of each Leaseback, TCC was required to pay to PropLP monthly rent ("Leaseback Rent") with respect to the applicable Leased Premises determined as follows:
 - (i) an amount equal to the Sublease Rent for the Leased Premises for the month ("Base Rent");

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¹ Master Agreement section 2.2(b).

Subleases section 3.

(ii) additional rent ("Mark-Up Rent") computed as the total cost to PropLP of the RPI made to the Leased Premises multiplied by 12.5% and then divided by 12.3

The Leaseback Rent is a Canadian dollar obligation.

- 7. PropLP assigned to Target Canada Property LLC ("PropCo") all of PropLP's rights, and PropCo assumed all of PropLP's obligations, under the Subleases, the Leasebacks, and the Master Agreement effective January 9, 2014, pursuant to:
 - (a) an Assignment and Assumption Agreement between PropLP and PropCo with respect to the Master Agreement; and
 - (b) an Assignment and Assumption Agreement between PropLP and PropCo with respect to the Subleases and Leasebacks.

Copies of the Assignment and Assumption Agreements are attached as Schedule A.3. These assignments and assumptions did not cause PropLP to be released from any obligation under the Master Agreement, the Subleases, or the Leasebacks.

8. After January 9, 2014, TCC and PropCo entered into Sublease/Leaseback agreements with respect to an additional leased premise (additional "Leased Premises") governed by a master lease with a third party landlord (an additional "Master Lease"). The additional Leased Premises is identified in Schedule A.4. The additional Sublease/Leaseback arrangement is governed by the Master Agreement.

³ Leasebacks section 3.

- 9. Effective February 25, 2015, the Sublease/Leaseback arrangements entered into between PropCo and TCC and PropLP were terminated pursuant to the terms of a Mutual Termination Agreement (the "MTA") entered into between these parties on that date. A copy of the MTA is attached as Schedule A.5.
- 10. Under the terms of the MTA, TCC and PropCo acknowledge that Leaseback Rent for periods ended on the February 25, 2015 effective date of the of the MTA is payable by TCC to PropCo. An estimate of the liability is provided.
- 11. The total Leaseback Rent payable by TCC to PropCo for the period ended January 14, 2015 is \$270,837,454. This amount is exclusive of applicable sales, harmonized sales and goods and services taxes. This amount is determined as the sum of:
 - (i) \$17,628,460 aggregate Base Rent and Mark-Up Rent for the period January 9, 2014 to January 31, 2014;
 - (ii) \$76,472,653 Base Rent for the period from February 1, 2014 to November 30, 2014;
 - (iii) \$145,568,043.16 Mark-Up Rent for the period ended November 30, 2014;
 - (iv) \$7,158,488.24 Base Rent for the period December 1-31, 2014;
 - (v) \$15,218,750.96 Mark-Up Rent for the period December 1-31, 2014; and
 - (vi) aggregate \$8,791,058.26 Base and Mark-Up Rent for the period January 1
 14, 2015.

12. The computation of these Base and Mark-Up Rent amounts on a Master Lease by Master Lease basis, together with supporting schedules and Ledger detail, is attached as Schedule A.6.

13. A total of \$ 224,125,437 was paid by TCC to PropCo on account of this Leaseback Rent for the period ended January 14, 2015. The amounts unpaid is therefore \$270,837,454 - \$224,125,437 = \$46,712,017. Attached as Schedule A.7 is a General Ledger Detail (with supporting summaries of entries) with respect to open items between TCC and PropCo which shows total Leaseback Rent owing by TCC to be \$17,628,460 and \$29,083,557 (\$17,628,460 + \$29,083,557 = \$46,712,017). Also included in Schedule A.7 is a "Leaseback Detail" showing amounts paid by TCC for the relevant period. The first detail is for the period January 9 to February 1, 2014, showing net unpaid Leaseback Rent of \$2,800,691. The second detail is for the period February 1, 2014 to January 14, 2015, showing net unpaid Leaseback Rent of \$43,911,325 (\$2,800,691 + \$43,911,325 = \$46,712,016). Finally, the Leaseback Details shows the Leaseback Rent payments made by TCC for the period to be four payments:

\$74,138,843

\$19,770,358

\$63,200,753

\$67,015,483

\$224,125,437

Details supporting the determination of these payments are attached as additional materials in Schedule A.7

14. PropCo's claim for unpaid Leaseback Rent for the period ended January 14, 2015 is therefore \$46,712,017 (i.e., \$270,837,454 - \$224,125,437).

Unremitted Sales Tax

- 15. Under the terms of the Master Agreement, TCC provided certain business services to PropCo, including tax compliance services.⁴ These services included TCC administering PropCo's monthly reporting and filing obligations with respect to the Quebec Sales Tax.
- 16. On May 28, 2014, 2014, TCC filed a Québec sales tax return on behalf of PropCo for the period ended April 30, 2014. PropCo therein claimed a refund of \$161,597.44. Attached as Schedule A.8 is a print out from the Revenue Québec official website confirming the details of the return as filed including the \$161,597.44 refund amount.
- 17. The \$161,597 refund together with interest thereon of \$6.20, being \$161,603.40 (the "April Refund") was received by TCC on behalf of PropLP on or about July 24, 2014. Also attached in Schedule A.8 is a Revenue Quebec Notice of Refund with respect to the April Refund, a copy of the April Refund cheque, and a copy of the TCC deposit instructions with respect to same. PropLP is the beneficial owner of this amount.

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Master Agreement, Schedule 1.1(b)(viii)

- 18. Attached as Schedule A.9 is a detail from the General Ledger with respect to PropLP showing the details of Quebec sales tax refund amounts receivable from TCC and not yet cleared. They show the details of the amount owing as described above.
- 19. The April Refund was never paid over by TCC to PropCo, and TCC continues to retain these funds which are amounts owing to PropCo. The amount so owing to PropCo is \$161,603.40.

Net Claim By TCC

- 20. Under the terms of the Master Agreement, TCC provided certain business services to PropCo, including tax compliance services.⁵ These services included TCC administering PropCo's monthly reporting and filing obligations with respect to the Quebec sales tax.
- 21. On or shortly after June 27, 2014, TCC made a payment (the "Tax Payment") of \$1,016,395.09 to Revenu Quebec on account of a Quebec sales tax liability of PropCo, for the period ended June 30, 2014. Attached as Schedule A.10 is a copy of a signed internal authorization with respect to this amount. The signed form is completed on behalf of Company Division "Target Canada Prop LLC" (i.e., PropCo). Under the heading "General Ledger Debit Account Information", the SAP Company Code "2001" identifies the payer of the amount as TCC. Beside the heading "Special Instructions to Beneficiary to include with payment", the account number identified is the Quebec sales tax account of PropCo. Attached as Schedule A.11 is a print out from the Revenue Québec official website confirming the details of the June 30, 2014 return and sale tax amount owing.

Accrued Fees

⁵ Master Agreement, Schedule 1.1(b)(viii)

- 22. Under the terms of the Master Agreement, TCC agreed to provide to PropLP through its own resources or through contractual relationships with affiliated companies the following services: (i) property management; (ii) administrative and business; and (iii) procurement (the "Services").⁶
- 23. In consideration for the Services provided by TCC, Prop LP agreed to pay to TCC a fee (the "Fee") equal to the amount of actual costs incurred by TCC for performing the Services.⁷ The Fee is payable for each fiscal year of TCC, accrues throughout the year, and is payable throughout or at the end of the year, with payment to be made no later than 30 days following the end of the fiscal year. The Fee is a Canadian dollar obligation.
- 24. The fiscal year of TCC is ended January 31.
- 25. PropLP assigned to PropCo all of PropLP's rights, and PropCo assumed all of PropLP's obligations, under the Subleases, the Leasebacks, and the Master Agreement effective January 8, 2014.
- 26. TCC performed Services for PropCo for the period January 9, 2014 to January 14, 2015.
- 27. Under the terms of the MTA, TCC and PropCo acknowledge that Fees are payable by PropCo to TCC for periods ended on the February 25, 2015 effective date of the MTA. An estimate of the liability is provided.
- 28. The determination of the Fee amount payable by PropCo amount is set out in the "Admin Fee True-Up Summary" with related schedules and computations attached as Schedule

⁶ Master Agreement section 1.1.

Master Agreement section 1.2.

- A.12. These materials show the determination of the monthly Fee accrual for the period January 9, 2014 to January 31, 2015, based on monthly TCC costs for payroll and non-payroll items. There is also included a one month sample to tie out charges to actual GL detail or payroll detail support as applicable.
- 29. The Fee amount owing by PropCo to TCC for the period January 9, 2014 to January 14, 2015 is recorded in the Admin Fee True-Up Summary as \$6,418,606 (i.e., 90% of incurred allocated TCC costs). This amount includes the allocated costs for the month of January, 2015 pro-rated as between the January 1- 14, 2015 and January 15 31, 2015 periods. This amount is not inclusive of applicable goods and services, harmonized sales, or sales taxes (if any).
- 30. The total Fee owing by PropCo to TCC is: \$6,418,606.

Real Property Spend Reconciliation

31. Under the terms of the Master Agreement, PropCo was obligated to make and pay for the RPI. As part of the analysis performed in support of the Claims, it was determined that the total RPI investment recorded for purposes of supporting the Leaseback Rent determinations, and also the "Termination Payment" as defined in the Master Agreement (see Schedule "B" of this Claim) exceeded PropCo's actual cash expenditure on account of RPI by a total of \$12,284,510. This amount reflects RPI paid for by TCC, and accordingly is an amount owing by PropCo to TCC. Attached as Schedule A.13 is a detailed note outlining the necessary charge to reconcile total RPI (i.e., Fixed Assets) to Propco's total investment in RPI. The amounts cited in the Note refer to and are reflected in the Annex "A" materials.

32. The amount owing by PropCo to TCC on account of RPI expenditures incurred by TCC is: \$12,284,510.

33.

WASTER LEASES (PROP LP)

	Α	В	С	D	E	F	G
	T#	Shopping Centre Name	Prov.	City	Landiord	Sublease	Sub-Sublease
		•		•			(Leaseback)
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├	_	·			Bentall Kennedy (Canada		-
2	T3510	Westmount Shopping Centre	QN	London	LP) '`	Υ	Y
					RioKim Holdings		 -
3	T3729	Shoppers World Danforth	ON	Toronto	(Ontario) Inc.	Υ	Y
				Newmarket	Upper Canada Mall		
4	T3565	Upper Canada Mall	ON	(Near Toronto)	Limited	Y	Y
_							
5	T3708	Devonshire Mall	ON	Windsor	Devonshire Mall Limited	Y	Y
<u> </u>	T3715	Cloverdale Mali	ON	Toronto	Cloverdale Mall Inc.	Υ	Υ
7	T3753	Centre Mall	ON	Hamilton	Centre Mall Holdings Inc.	Y	Y
<u> </u>	13733	Centre Man		Brampton	Centre man notatings inc.	<u> </u>	 - '
8	T3668	Shoppers World Brampton	ON	(near Toronto)	1388688 Ontario Limited	Υ	Y
				· · · · · · · · · · · · · · · · · · ·	OMERS Realty		
					Management		
9	T3636	Square One Shopping Centre	ON	Mississauga	Corporation	Y	Y
					CF/Realty Holdings Inc.		
l l					(as nominee for Ontrea		ľ
10	T3706	Masonville Place	ON	London	lnc.)	Υ	Υ
44					Revenue Properties		
11	T3742	East York Town Centre	ON	Toronto	Company Limited	Y	Y
12	T3759	Guelph	ON	Guelph	University of Guelph	Y	Υ
					Lindsay Square Nominee		
13	T3560	Lindsay Square Mall	ON	Lindsay	Inc. (Westcliff)	Y	_Y
	13300	Ellidsay Square Ivian		Linusay	inc. (**estemi)	 -	
14	T3572	Milton Mall	ON	Milton	Westpen Properties Ltd.	γ	, y
							
					Morguard Real Estate		
15	T3608	Cambridge Centre	ON	Cambridge	Investment Trust	Υ	Y
				Toronto			
16	T3639	Durham Centre	ON	(Ajax)	151516 Canada Inc.	Y	Υ
					Ivanhoe Cambridge II		
17	T3738	Burlington Mall	ON	Burlington	Inc.	Y	Y
18	T3749	Aurora Centre	ON	Aurora	Morguard Realty Holdings Inc.	Υ	γ
10	_13/49	Aurora Centre	ON	Aurora	Riokim Holdings (Ontario		,
19	T3751	Gates of Fergus	ON	Fergus (Toronto)	II) Inc.	Υ	Y
- -	13751	Cates of 7 cigos		Hamilton	.,,	-	<u> </u>
20	T3761	Millcroft Centre	ON	(Burlington)	RioCan Holdings Inc.	Υ	Y
					Flamborough Power		
21	T3762	Flamborough Power Centre	ON	Hamilton	Centre Inc.	Υ	Y
22	T3767	Taunton Road Power Centre	ON	Whitby	Montglen Holdings Inc.	Υ	Y
				Brampton	Riotrin Properties		
23	T3773	Trinity Common	ON	(near Toronto)	(Brampton) Inc.	Υ	Υ
24	T3609	Contamaint Mail	ON	Toronto	Revenue Properties Company Limited	v	
25	T3665	Centerpoint Mall Orillia Square	ON	(North York) Orillia	RioCan Holdings Inc.	Y Y	Y
153	13003	Orinia Square	OIV	O I III a	West Edmonton Mall	<u>'</u>	
26	T3648	West Edmonton Mall	AB	Edmonton	Ltd.	Y	Υ
<u> </u>				22770110011	Ivanhoe Cambridge II	·	
27	T3694	St. Albert Centre	AB	St. Albert	Inc.	γ	Y
				·	Market Mall Leaseholds	, -	1
28_	T3714	Market Mall	АВ	Calgary	Inc.	Υ_	Y
					RioKim Holdings		
29	T3760	Tillicum Mall	BC	Victoria	(Tillicum Centre) Inc.	Υ	Y
		Discovery Harbour Shopping]] .	Discovery Harbour]
30	T3508	Centre	BC	Campbell River	Shopping Centre Ltd.	Υ	Y

	Α	В	C	D	E	F	<u>G</u>
	T#	Shopping Centre Name	Prov.	City	Landlord	Sublease	Sub-Sublease
							(Leaseback)
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1 1							
				-	2725312 Canada Inc.	-	
				Vancouver	and 2973758 Canada		
31	T3690	Willowbrook Mall	BC	(Langley)	Inc.	Υ	Y
1					Bonnie Doon Shopping]
32	T3710	Bonnie Doon	_AB	Edmonton	Centre (Holdings) Ltd.	Y	Y
					Shape Properties		
33	T3509	Nanaimo North Town Centre	BC	Nanaimo	(Nanaimo Corp.)	Y	Y
					Investors Group Trust		
					Co. Ltd. as trustee for		
1,4					Investors Real Property	.,	,
34	T3557	Scottsdale Centre	BC	Vancouver (Delta)	Fund	Y	Y
125	T0.04.6			Guardila a	Pensionfund Realty		, ,
35	T3616	Coquitlam Centre Southdale Mail aka Southdale	BC	Coquitlam	Limited	Υ	Y
36	T3682	Southdale Mail aka Southdale Centre	МА	Winnipeg	Devan Properties Ltd.	v	Υ
37	T3688	Village Green Mall	BC	Vernon	OP Trust Retail Inc.	<u> Ү</u>	Y
١,٠	13000	vinage Green Wall	BC	Vernoil	RioKim Holdings	т	
38	T3737	The Shoppes at Shawnessy	AB	Calgary	(Alberta) Ltd.	γ	Υ
39	T3615	Tamarack Shopping Centre	BC	Cranbrook	Pellex Holdings Ltd.	- <u>, </u>	Y
35	- 15015	rand dex snopping centre		O O O O O O O O O O O O O O O O O O O	Kildonan Place Shopping	-	<u> </u>
40	T3644	Kildonan Place Shopping Centre	MA	Winnipeg	Centre Ltd.	Υ	J _Y]
 				-		<u></u>	
41	T3763	Shoppers Mall	MA	Brandon	Devan Properties Ltd.	Y	Y
					Ivanhoe Cambridge II		
42	T3770	Millwoods Town Centre	AB	Edmonton	Inc.	Υ	Υ
43	T3772	Chinook Centre	AB	Calgary	Ontrea Inc.	Υ	Υ
					Bower Place (Red Deer)		
44	T3624	Bower Place	AB	Red Deer	Limited	Υ	Y
1				ļ]
45	T3719	Pine Centre Mall	BC	Prince George	Pine Centre Holdings Inc.	Υ	Y
1.0				Edmonton (Sherwood			, }
46	T3564	Sherwood Park Mall	AB	Park)	Limited	Y	Υ
47	T2520	Farrat Laure Sharatian Contra	4.0	C-1	0 1 - 11 1/	.,	
48	T3538 T3512	Forest Lawn Shopping Centre Oriftwood Mall	AB BC	Calgary Courtenay	Bentall Kennedy Driftwood Mall Ltd.	Y	Y
49	T3512	South Hamilton Square	ON	Hamilton	RioCan Holdings Inc.	Y	Y
	13343	South Hammon Square		- Indinated II	Riocan Holdings (Five	<u> </u>	-
50	T3559	Five Points Mall	ON	Oshawa	Points) Inc.	γ) _Y]
-50	. 2005				. Siring with	•	
51	T3591	Cataraqui Town Centre	ON	Kingston	Cataraqui Holdings Inc.	Υ	Y
					Sleeping Bay Building		
					Corp. and Sears Canada		
52	T3614	Medicine Hat Mall	AB	Medicine Hat	Inc.	Υ	Υ
'		,]]
1 .]]	ļ]	Morguard Corporation]
					and Bramalea City		1
				Brampton	Centre Equities Inc. (per		1
53	T3623	Bramalea City Centre	ON	(near Toronto)	2007 Amendment)	Y	Y
EA	T2674	Mond-ud-ud-p-u0t-	<u> </u>	A	60 Martindale Cresent	, ,	
54	T3671	Meadowland Power Centre	ON	Ancaster	(Hamilton) Limited	Υ	Υ
55	T3698	Orchard Bloss Shopping Control	BC	Kelowna	Melatoch Properties 144	v	γ ·
23	13038	Orchard Plaza Shopping Centre	BC.	veiowija	McIntosh Properties Ltd	Υ	
					RioCan Holdings Inc. &		
56	T3754	Signal Hill Centre	AB	Calgary	Riotrin Properties Inc.	Y	Y
					First Capital (Stoney	<u> </u>	
57	T3524	Queenston Place	ON	Hamilton	Creek) Corporation	γ	Υ
					* b 2/	<u> </u>	

	Α	В	С	D	E	F	G
	T#	Shopping Centre Name	Prov.	City	Landlord	Sublease	Sub-Sublease
							(Leaseback)
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1 1							
			• •		Brad-Lea Meadows		
58	T3533	Thames-Lea Plaza	ON	Chatham	Limited	Υ	Y
		-			Centre At Circle and		
					Eighth Property Inc		[
59	T3766	The Centre at Circle & Eighth	SK	Saskatoon	(Morguard)	<u> Y</u>	Y
60	T3507	Intercity Shopping Centre	ON	Thunder Bay	Redcliff	Y	Y
							!
61	T3630	1900 Alconouin Avenue	ON	Nameth Cour	Goldmanco Incorporated	v	,
01	13030	1899 Algonquin Avenue	ON	North Bay	Calloway Reit	ΥΥ	Y
62	T3642	Laurentian Power Centre	ON	Kitchener	(Laurentian) Inc.	Υ	Y
 	15012	Laurentian 1 on a. Game	011	Rediction	(Edul Cittain) Inc.	<u> </u>	<u>'</u>
					Doral Holdings Limited		
63	T3645	Seaway Mall	ON	Welland	and 430635 Ontario Inc.	Υ	Y
					Calloway Reit (Hopedale)		İ
64	T3670	Hopedale Mali	ON	Oakville	Inc.	Υ	Υ .
65	T3577	The Mall at Lawson Heights	SK	Saskatoon	3934390 Canada Inc.	Υ	Υ Υ
					1532652		
66	T3728	Northgate Mall	SK	Regina	Ontario Limited	Υ	Y
67	mag.45		0.5	6			
67	T3547	Les Galeries Gatineau	QC	Gatineau	Canpro Investments Ltd.	ΥΥ	Y
					Les Rivieres Shopping		
				Quebec	Centre Limited		[
68	T3592	Les Rivieres Shopping Centre	qc	(Trois-Rivieres)	Centre Emilieu	Y	Y
				(11010 11110100)		•	
69	T3634	Place Portobello	QC	Montreal (Brossard)	9084-9837 Québec Inc.	Y	Y
					Les Galeries D'Anjou		
70	T3647	Les Galeries D'Anjou	QC	Montréal (Anjou)	Leaseholds Inc.	Υ	Υ
					Les Promenades St-		
71	T3709	Les Promenades St-Bruno	QC	Montréal (St-Bruno)	Bruno Leaseholds Inc.	Υ	Y
72	T2725	Las Caladas Charres	00	14.4-	I.G. Investment	v	
12	T3725	Les Galeries Chagnon	QC	Lévis	Management Ltd.	ΥΥ	Y
73	T3755	Place Laurier	QС	Québec	Ivanhoé Cambridge Inc.	Y	Y
<u> </u>	15755	Tide Laurier		Quebec	Riokim Holdings (Quebec		 '
74	T3695	Mega Centre Autoroute 13	QC	Laval	II) Inc.	γ	Y
		-		Ottawa	Hazeldean Mall (L)		<u> </u>
75	T3511	Hazeldean Mall	ON	(Kanata)	(Bentall)	Υ	Y
76	T3522	County Fair Mall	ON	Smiths Falls	RioCan Holdings Inc.	Υ	Υ
77	T3705	Place Versailles	QC	Montreal	Place Versailles Inc.	Υ	Y
							<u>.</u> .
78	T3576	Carrefour St. Georges	QC	St-Georges de Beauce	9130-1093 Quebec Inc.	Y	Υ
79	T3613	Carrefour Rimouski	QC	Rimouski	9130-1168 Québec Inc.	Υ	Y
'3	12072	Carrelous Miniouski	ررد	NIIIQUSKI	Canadian Property	ī	1
					Holdings (Nova Scotia)		
80	T3652	Bayers Lake Power Centre	NS	Halifax	Inc.	γ	Υ
						•	
					Halifax 1658 Bedford		
81	T3731	Bedford Place Mall	NS	Bedford	Highway Inc.	γ	Υ
82	T3743	Place Fleur De Lys	QC	Québec	Place Fleur de Lys GP inc.	Υ	Υ
							<u> </u>
		p:10: 1 1		<u></u>	Capital City Shopping		<u>.</u> .
83	T3746	Billings Bridge Plaza	ON	Ottawa	Centre Limited	Y	Y
84	T3764	Dines DiΩelessas	ON	Ottown (Orleans)	Place D'Orleans Holdings	v	
04	13/04	Place D'Orleans	UN	Ottawa (Orleans)	inc.	Υ	Υ

	Α	В	C	D	E '	F	G
	T#	Shopping Centre Name	Prov.	City	Landlord	Sublease	Sub-Sublease
		,, -		-			(Leaseback)
		.]		-			
1 1							
					Faubourg Boisbriand		
					Shopping Centre		
85	T3765	Faubourg Boisbriand	QC	Boisbriand	Holdings Inc.	Y	Υ
					Mic Mac Mall Limited		
86	T3697	Mic Mac Mall	<u> </u>	Dartmouth	Partnership	Y	· Y
87	T0740	Las Calarias Inlintes	00	laliatha (Les Centres d'Achats Beauward Ltée	Υ	γ
07	T3718	Les Galeries Joliette	QC	Joliette Montréal (St-Laurent	beauwaru Liee	<u> </u>	1
88	T3769	Place Vertu	QC	Borough)	Place Vertu S.E.N.C.	Υ) _Y
🖰	13703	Tibbe Vertu		Ottawa		<u> </u>	
89	T3505	Bayshore Shopping Centre	ON	(Nepean)	Ivanhoe Cambridge	Y	Y
					Beauward Shopping	-	
90	T3693	Carrefour St-Eustache	QC	St-Eustache	Centre Ltd.	Υ	Y
				St. Catharines			
91	T3730	Niagara Pen Centre	ON	(Niagara Falls)	OPB Realty Inc.	Y	Y
00		e e d . lle		Montreal	Carrefour de l'Estrie	.,	j ,,
92	T3590	Carrefour de l'Estrie	QC	(Sherbrooke) Westmount	Holdings Inc. Homburg Real Estate	<u> </u>	Υ
93	T3704	Place Alexis Nihon	QC	(Montréal)	Trust	Υ	Y
-	13704	Flace Alexis Willon		(IMOIITEEL)	Carrefour Richelieu	<u> </u>	<u> </u>
94	T3516	Carrefour Richelieu	QC	St-Jean-sur-Richelieu	Realties Ltd.	Y	Y
	•						
95	T3575	Cottonwood Mall	BC	Chilliwack	2046459 Ontario Inc.	Υ	Υ
		***		Vancouver	Narland Properties		
96	T3586	Haney Place Mall	ВС	(Maple Ridge)	(Haney) Ltd.	Υ	Y
		_ ,		Montréal (Pointe-			
97	T3610	Terrarium Shopping Centre	QC	Claire) Vancouver	Centre Terrarium Inc.	Y	Υ
98	T3617	Surrey Place	ВС	(Surrey)	CC Eastern Holdings Ltd. F49	Υ	Y
-30	-13017	Surrey Flace		(Surrey)		•	
1 1		1		Ì			Í
					ADMNS Meadowlands		
99	T3628	Meadowlands Shopping Centre	ON	Ottawa-Gatineau	Investment Corporation	Υ	Υ
	-			Toronto			
100	T3666	Hillcrest Mall	<u>ON</u>	(Richmond Hill)	Ontrea Inc.	. Y	, Y
101	20.070	G	ON.	160 Abrasia	Ivanhoe Cambridge II		.,
102	T3672 T3699	Conestoga Mail Stratford Mail	ON	Kitchener Stratford	Inc. RioCan Holdings Inc.	Y	Y
102	13033	Strational Mail	ON	Strationu	Alocal Holdings IIIc.	<u> </u>	<u> </u>
103	T3702	Place Longueuil	QC	Montreal (Longueuil)	9090-7155 Québec Inc.	Υ	Y
	, :: 	. 0			Sunridge Mall Holdings	<u> </u>	<u> </u>
104	T3713	Sunridge Mall	AB	Calgary	Inc.	Υ	Y
		Metropolis at Metrotown		Vancouver	Ivanhoe Cambridge II		
105	T3717	Centre	BC	(Burnaby)	Inc.	Y	Υ
					Homburg L.P.		
106	רבייד	Cohat Causes	A P I	Cr Jahala	Management	.,	
107	T3732 T3739	Cabot Square Abbotsford Power Centre	NL BC	St. John's Abbotsford	Incorporated, Riokim Holdings	Y	Y
107	12123	Canadalaid Lower Centre	DC.	Annotation	monan notaniga		<u>'</u>
108	T3747	Grant Park Shopping Centre	MA	Winnipeg	Grant Park Ventures Inc.	Υ	Υ
		🧵			Halloway Holdings	_	<u> </u>
109	T3757	Clarington Town Centre	ON	Bowmanville	Limited	Y	Υ
					RioCan Holdings		
110	T3677	Sudbury Supermall	ON	Sudbury	(Sudbury) Inc.	ΥΥ	Y
					<u> </u>		
1444	T2522	foots with a city of a city	415		Crombie Developments	,,	ļ ,,
111	T3530	Sydney Shopping Centre	NS	Sydney	Limited	Y	Y
		Uptown Centre fka Fredericton			Crombie Developments		
112	T3550	Mall	NB	Fredericton	Limited	Y	Y
						L	<u> </u>

	Α	В	С	D	Е	F	G
	T#	Shopping Centre Name	Prov.	City	Landlord	Sublease	Sub-Sublease
		•		,			(Leaseback)
							` '
]							
			ŀ				
1							
113	T3566	Northwest Centre	NB	Moncton	Northwest Plaza Ltd.	Υ Υ	Υ
ll				Montreal (LaSalle	Carrefour Richelieu		
114	T3595	Carrefour Angrignon	QC	borough)	Realties Ltd.	Υ	Υ
l l					RioKim Holdings (PEI)		
115	_T3637	Charlottetown Mall	PEI	Charlotte town	Inc.	Y	Y
l					Montez (Corner Brook)		
116	T3650	Cornerbrook Plaza	NL	Corner Brook	Inc.	Y	Υ
[
<u>.</u>					The Cadillac Fairview		
117	T3655	McAllister Place	NB	Saint John	Corporation Limited	Y	Y
118	T3552	Westdale Plaza	ON	Mississauga	Paula-Dale Limited	Y	Υ
				Pickering			
119	T3663	Pickering Town Centre	ON	(Toronto)	OPB Realty Inc.	Y	Υ
]					Les Galeries De La		
120	T3696	Les Galeries De La Capitale	QC	Québec	Capitale Holdings Inc.	Υ	Υ
1			\		Carrefour Richelieu		
121	T3657	Carrefour du Nord	QC	St-Jérôme	Realties Ltd.	Y	Υ
					Hillside Centre Holdings		1
122	T3548	Hillside Shopping Centre	BC	Victoria	Inc. (Bentall)	Y	Υ
					Kingsway Garden		
123	T3561	Kingsway Mall	AB	Edmonton	Holdings Inc.	Y	Υ
124	T3669	Sheridan Centre	ON	Toronto	Bentall	Υ	Υ
125	T3707	Woodbine Centre	ON	Toronto	2058790 Ontario Limited	Y	N
		_			The Erin Mills Town		
126	T3646	Erin Mills Town Centre	ON	Mississauga	Centre Corporation	Υ	Y
_ [RioKim Holdings		
127	T3658	Boulevard Centre II	ON	Ottawa St. Laurent	(Ontario) Inc.	Y	Y
1							
					Oakridge Centre		
128	T3711	Oakridge Centre	ВС	Vancouver	Vancouver Holdings Inc.	Υ	N
1	٦		1	<u> </u>	Revenue Properties		1
129	T3574	Prairie Mall	AB	Grande Prairie	Company Limited	ΥΥ	Y
				Toronto			
130	T3768	Warden & Eglinton	ON	(Scarborough)	2076031 Ontario Limited		N
131	T7000	Centre Laval	QC	Laval	Homburg Trust (186)	Υ	N
					First Niagara		
132	T7001	Niagara Falls	ON	Niagara Falls	Developments Litd.	Υ	Υ
133	T7004	Barrie	ON	Barrie, ON	N/A	Υ	Υ
134	T7006	Candiac	QC	Candiac	N/A	Υ	Y
				Stockyards	Riotrin Properties		
135	17002	Stockyards	ON	Toronto	(Weston) Inc.	Y	Υ

SCHEDULE A.2 MASTER AGREEMENT/SUBLEASE/LEASEBACK

MASTER AGREEMENT (Can Prop Co)

This MASTER AGREEMENT (the "Agreement") is entered into effective as of February 4, 2013 (the "Effective Date"), by and between Target Canada Property LP, an Ontario limited partnership ("Can Prop Co"), and Target Canada Co., a Nova Scotia unlimited company ("Target Canada").

RECITALS

- A. Can Prop Co has entered into a Sublease and a Sublease (Leaseback) for numerous sites with Target Canada with respect to real property that is used by Target Canada in its Canadian retail operations (a Sublease and a Sublease (Leaseback) are hereinafter referred to individually, as a "Sublease" and collectively, as the "Subleases").
- B. The Subleases are leases for U.S. and Canadian income tax purposes.
- C. Target Canada possesses the knowledge, expertise, resources and ability to provide certain services to Can Prop Co such as: (i) property management; (ii) administrative and business services; and (iii) procurement and management services, through the use of its own resources or through its contractual arrangements with Target Corporation and other related entities (the "Target Croup").
- D. Can Prop Co desires to engage Target Canada to perform such services and Target Canada desires to provide such services to Can Prop Co, in the manner and on the terms set forth in this Agreement.

NOW THEREPORE, for valuable consideration, the parties hereby agree as follows:

1. SERVICES AND FEES

- 1.1 <u>Services</u>. Target Canada shall perform through its own resources or through its contractual relationships with other Target Group companies (i) property management; (ii) administrative and business services; and (iii) procurement services; for Target Canada (the "Services") as further described below.
 - (a) Property Management Services as described on Schedule 1.1(a) ("Property Management Services"):
 - (b) Administrative and Business Services as described on Schedule 1.1(b) ("Business Services"); and
 - (c) Procurement Services as described on Schedule 1.1(c) ("Procurement Services").
- 1.2 <u>Fees.</u> In consideration for the Services provided by Target Canada, Can Prop Co shall pay Target Canada a fee (the "Fee") equal to the amount of actual costs incurred by Target Canada for performing the Services. The Fee shall be analyzed at the end of the Term of this Agreement and, if this Agreement is

extended or amended, the Fee shall be agreed as between the parties from time to time.

- 1.3 Payment of Fees. The Fee 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, Can Prop Co shall pay to Target Canada the total Fees for all Services performed during such fiscal year, with a credit against such payment for any amounts previously paid in excess of the amounts actually due for such fiscal year.
- Exclusive of Sales Taxes. Amounts payable by Can Prop Co 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 Can Prop Co. If Target Canada is required by law or by administration thereof to collect any applicable Sales Taxes, Can Prop Co shall pay such Sales Taxes to Target Canada concurrent with the payment of any consideration payable pursuant to this Agreement, onless Can Prop Co qualifies for an exemption from any such applicable Sales Taxes, in which case Can Prop Co 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.

LEASING

- 2.1 Subleases. As consideration for Target Canada agreeing to enter into the Subleases whereby Can Prop Co, as Subtenant under the Subleases, shall sublease the premises under the head or master leases for each location (each, a "Master Lease" and collectively, the "Master Leases") and make certain real property improvements (the "Real Property Improvements") to the premises under the Master Leases, Can Prop Co shall pay to Target Canada a lump sum amount equal to the aggregate costs incurred by Target Canada in connection with any real property improvements carried out by Target Canada before the effective date of the Subleases, as per Schedule 2.1 attached hereto. The amount paid hereunder shall be added to the total cost of the Real Property Improvements for purposes of computing the additional rent under Subsection 3(ii) of each Sublease.
- 2.2 Real Property Improvements. As part of the subleasing described in Section 2.1 above:
 - (a) Target Canada shall provide Can Prop Co with detailed designs of stores, floor plans, architectural drawings, and time requirements for completion of the Real Property Improvements.
 - (b) Can Prop Co shall complete the Real Property Improvements and negotiate contracts with vendors (including general contractors, architects, engineers, and similar parties) related to the Real Property Improvements.

- (e) Target Canada may review the list of vendors that will be completing any and all aspects of the Real Property Improvements. Target Canada may reject any vendors described above, but may not do so without reasonable cause.
- (d) Target Canada may inspect the property as the Real Property Improvements are being completed and shall complete a final inspection when the Real Property Improvements are completed, and at such time, the cost of such Real Property Improvements shall be added to the total cost of Real Property Improvements for purposes of computing the additional rent under Subsection 3(ii) of the Sublease for each location.
- (c) Can Prop Co and Target Canada intend that all Real Property Improvements shall be owned by Can Prop Co for U.S. federal income tax purposes and neither party may take an inconsistent position on any tax return.
- 2.3 Inadvertent Spend by Target Canada. Can Prop Co shall reimburse Target Canada for any custs incurred by Target Canada in connection with any Real Property Improvements after the Effective Date of the Subleases. Such amounts are payable within 60 days of Can Prop Co receiving notice from Target Canada.
- 2.4 Inadvertent Spend by Can Prop Co. Target Canada shall reimburse Can Prop Co the full amount of any costs incurred by Can Prop Co that are not related to Real Property Improvements after the Effective Date of the Subleases. Such amounts are payable within 60 days of Target Canada receiving notice from Can Prop Co.
- 2.5 <u>Construction Schedule.</u> Can Prop Co shall complete the Real Property improvements by the dates set forth in the schedule(s) for each location attached hereto as <u>Schedule 2.6</u>.
- 2.6 Inducements/Allowances. Target Canada shall pay Can Prop Co, as an inducement or reimbursement of an expense, an amount equal to any amount Target Canada receives from any master landlord in respect of a Master Lease that relates to repairs, refurblshments or any other work of a similar nature that Can Prop Co has agreed to pay for and undertake under the Sublease, and in respect of which a Master Landlord has agreed to provide Target Canada with an inducement or reimbursement for such repairs or returbishment under the Master Lease. In addition, Can Prop Co shall pay Target Canada an amount equal to any amount Target Canada must pay a master landlord in respect of a Master Lease that has been sublet by Turget Canada to Can Prop Co pursuant to the Subleuse which relates to repairs, refurbishment or any other work of a similar nature that Target Canada has agreed to pay for or otherwise reimburse the master landlord under the Master Lease to the extent such amounts are not otherwise paid to Target Canada pursuant to Section 2.1.

2.7 Early Termination—Additional Improvements. If, at any time, Target Canada has requested additional Real Property Improvements in respect of particular premises that have previously been subleased pursuant to a Sublease, Can Prop Co may request the negotiation of new Sublease before the commencement of any additional Real Property Improvements. If the new Sublease is not agreed to within 90 days of Can Prop Co receiving a written request for additional Real Property Improvements, Target Canada may terminate the Sublease ("Early Termination") related only to those specific premises. If Target Canada decides to terminate the Sublease for particular premises, then Target Canada shall pay to Can Prop Co a payment ("Termination Payment") calculated as:

an amount equal to the present value (using a 7% discount rate) of the total remaining payments of Rent, as defined in Section 3(ii) of the Sublease, which were to be paid for the remainder of the Term as defined in 2(ii) of the Sublease plus the anticipated value of the remaining Sublease term to Can Prop Co.

The Termination Payment shall be due within 60 days after the effective date of the Early Termination.

2.8 <u>Early Termination—Other Terminations</u>. If the Term of a Sublease ends hefore the date specified in Section 2(ii) thereof (for example, because a Master Lease is not extended or renewed) and a new Sublease is not renegotiated within 90 days in accordance with Section 2.7 of this Agreement, then this shall also constitute an Early Termination and a Termination Payment as defined in Section 2.7 above shall be due within 60 days of such Early Termination.

3. DEFINITIONS

- 3.1 <u>Defined Terms.</u> Capitalized terms appearing in this Agreement have the meaning described below.
 - (a) "Party" means Target Canada Property LP or Target Canada Co. or, if used in the plural, both Target Canada Property LP and Target Canada Co.
 - (b) "Service" or "Services" means any services provided by Target Canada through the use of its own resources or through its contractual arrangements with other Target Group entities, or provided by authorized third parties pursuant to a duly executed sublicense agreement.
 - (c) "Year" means the calendar year, or any other twelve (12) month period corresponding to Can Prop Co's fiscal year.

CURRENCY

4.1 <u>Currency.</u> All payments shall be made in Canadian dollars ("CAD Dollar") unless otherwise agreed by the parties. Any reported amount in currencies other than the CAD Dollar must be translated into CAD Dollars at the prevailing bookkeeping rate used by Can Prop Co during the period in which the amount is

recognized under IFRS as applied by Can Prop Co for financial reporting purposes.

5. TERM

- 5.1 Term. This Agreement is officitive as of the Effective Date and shall continue for a term of 30 years ("Term").
- 5.2 <u>Section 2 Continues</u>. Upon termination or expiration of this Agreement, the parties shall continue to be bound by the provisions of Section 2 of this Agreement to the extent that any Sublease is still in effect.

6. LIMITATION OF LIABILITY

- 6.1 <u>Can Prop Co's Liability.</u> Can Prop Co shall 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 (i) Can Prop Co's failure to comply with any applicable law, ordinance or regulation, or (ii) Can Prop Co's breach of this Agreement, except to the extent Target Canada has primary liability pursuant to Section 6.2.
- 6.2 <u>Target Canada's Liability</u>. Target Canada shall indemnify, defend and hold Can Prop Co 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 (i) Target Canada's failure to comply with any applicable law, ordinance, or regulation, or (ii) Target Canada's breach of this Agreement, except to the extent Can Prop Co has accepted primary liability pursuant to Section 6.1.
- 6.3 <u>Natice.</u> 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.

7. REPRESENTATIONS AND WARRANTIES

7.1 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. Can Prop Co 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 Can Prop Co's organizational documents.

8. COMPLIANCE WITH LAWS

- 8.1 Compliance with the Law. Target Canada shall 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. Can Prop Co shall provide Target Canada with such assistance as Target Canada may reasonably request in making or obtaining any such Authorizations.
- 8.2 <u>Changes in the Law.</u> Target Canada shall inform Can Prop Co 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.

9. RELATIONSHIP BETWEEN THE PARTIES

9.1 Independent Contractor. Target Canada, in providing the Services to Can Prop Co hereunder, is acting only as an independent contractor. The relationship between the Parties 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.

10. GENERAL PROVISIONS

- 10.1 Governing Law. This Agreement is governed by, and construed in accordance with, the laws of Minnesota, conflict-of-law principles excluded.
- 10.2 <u>Amendments</u>. No provision of this Agreement may be amended or waived except by a written agreement executed by both parties.
- 10.3 Severability. If any one or more provisions of this Agreement is found to be illegal or onenforecable in any respect, the validity, legality and enforceability of the remaining provisions are not in any way be affected or impaired thereby.
- 10.4 <u>Headings</u>. The descriptive headings contained herein are for convenience only and do not control or affect the meaning, interpretation or construction of any provision of this Agreement.
- 10.5 <u>Successors and Assigns</u>. This Agreement is binding upon and inures 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.
- 10.6 Notices. All notices required by this Agreement must 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 are deemed effectively given when received by the other party.

If to Target Canada; Target Canada Co.

5570 Explorer Drive

Mississauga, ON L4W-0C3

Canada

Attention; General Counsel

If to Can Prop Co: c/o Target Canada Property Holdings Two LP

5570 Explorer Drive

Mississauga, ON 1AW-0C3

Canada

10.7 <u>Counterparts</u>. This Agreement may be executed in counterparts and delivered by means of facsimile or portable document format (PDF) copies, each of which when so executed and delivered shall be an original, but all such counterparts together shall constitute one and the same instrument.

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

TARGET CANADA CO.

TARGET CANADA PROPERTY LP

- By: Target Canada Property Holdings Two LP, its General Partner
- By: Target Canada Property Holdings Onc LP, its General Partner
- Hy: Target Canada Property Holdings GP, LLC, its General Partner
- By: Nicollet Enterprise GP Holdings S.C.S., its Sole Member
- By: Nicotlet Enterprise GP, LLC, its General Pariner
- By: Target Corporation, its Solu Member

Name: Aaron E. Alt

Title: Vice President

Schedule 1.1(a) Property Management Services

- Management services regarding the remodel of distribution centers and retail store locations
- ii. Managing site preparation activities
- iii. Management of third-party consultants and Canadian contractors to complete construction projects

Schedule 1.1(b) Business Services

- i. Accounting, Accounts Payable, Financial Reporting, Finance services;
- ii. Assets Protection services;
- iii. Cash Management services;
- iv. Communication and Public Relations services;
- v. l.egal services;
- vi. Office Administration services;
- vii. Risk Management services;
- viii. Tax Compliance services; and
- ix. 'TTS/SAP/Information services

Schedule 1.1(e) Procurement Services

- i. Assist with the management of general contractors in the construction of Real Property Lesschold Improvements
- ii. Any other ad hoc construction management service requests by Property LP

Schedule 2.1 Costs Incurred

:		
		Baccadaha Fact Brianta
Location	Province	Aggregate Cost Prior to Sublease Effective Date
T350S	ON	71,480.31
T3507	DN	4,115,580.98
T3508	8C	5,893,538,21
T3509	BC	5,214,537,17
T3510	ON	10,079,993,92
T3511	DN	2,452,499.28
T3512	BC	8,421,613.58
T3516	QC	2,247,584.07
T3519	ON	5,130,106.85
T3522	ON	2,472,336.25
T3524	ON	4,575,150.42
T3530	NS	321,909.78
T3533	ON	3,751,743.15
T3538	AB	6,027,459,78
T3547	QC	4,705,798.37
T3548	₿Ç	235,563.28
T3550	NB	434,084.73
T3552	ON	2,084,660.11
T3557	BC	6,386,485.12
13559	ON	7,112,236,68
T3560	ON	6,962,209,74
73561	AB	1,796,396.94
T3564	AB	7,036,144.71
T3565	ON	7,520,570 <i>.</i> 42
T3566	N8	420,526.07
T3572	NO	6,376,102.90
T3574	ĄВ	6,414,318.14
Ť3575	8C	1,717,281.00
T3576	QC	849,607.33
T3577	SK	7,472,743.05
T3586	8C	1,877,495,86
T3590	ЦÇ	3,368,267.88
T3591	NO	7,686,354.11
T3592	QC	1,845,193.77
T3595	QC	2,500,012.72

803ET	QΝ	6,879,303.67
E036T	ON	7,627,679.83
73610	QC	460,337.06
T3613	Q¢	1,373,679.07
T3614	AB	4,755,888.73
T3615	₿C	5,887,360.93
T3616	ВÇ	5,130,852.56
T3617	BĊ	736,699,39
T3623	ON	7,416,925.55
13624	EΑ	7,567,494.21
T3628	ON	1,028,625.94
T3630	ON	2,250,822.71
T3634	QC	3,565,812,14
T3636	ON	12,083,618.49
T3637	PE	483,317.24
T3639	ON	7,489,546.85
T3642	ON	728,083.36
T3644	MB	7,111,528.82
T3645	QN	1,901,794.78
T3646	ON	164,494.97
T3647	Qζ	4,624,825.96
T3648	AB	13,433,066.06
T3650	NL	9,593,801.15
73652	N	1,720,313.70
T3655	NB	8,260,680,77
T3657	QC	4,589,772.70
1365 8	ON	62,424.21
T3663	ON	2,768,650.20
T3665	ON	7,070,259.24
T3666	ON	1,942,398.77
T3668	ON	9,814,916.37
73669	ON	600,372,36
T3670	ON	1,663,374.76
13671	ФN	4,825,876.72
T3672	ЮN	3,605,786.62
T3677	ON	3,963,480.45
13682	MB	6,578,618.17
T3688	BC	4,294,464.80
13690	8C	3,895,072.33
T3693	QC	2,609,065,90
T3694	AB	10,065,088.91
T3695	QĊ	2,880,546,42
T3696	QC	2,791,497.42

	T3697	NS	2,749,912,84
	T3698	BC	4,317,332.16
	T3699	ΦN	592,565.81
	T3702	QČ	2,533,869.34
	T3704	QC	3,275,511.8\$
	T3705	QC	2,706,363.87
	T3705	QN	8,443,345,68
	13707	ON	386,352,93
	T3708	QN	6,305,344.65
	T3709	QC	1,080,187.11
	1371 0	AB	3,269,518.90
	73711	BC	115,921,27
	T 3713	AB	2,968,418.58
	T3714	А	10,211,187,64
	T3715	ON	6,546,048.23
	T3717	BC	1,211,757,23
	T3718	QC	2,715,951.62
	T3719	BC	3,807,180.33
	T3725	QC	7,186,681.15
	T3728	SK	2,044,576.87
İ	T3729	ON	11,099,366.92
	T3730	ON	4,340,895.98
١	T3731	NS.	1,452,915.21
	T3732	割L	3,605,481,66
	T3737	AB	4,524,561,26
	13738	ON	8,314,869.87
	T3739	ВÇ	1,659,193.95
	T3742	ON	9,713,317,61
	13743	QC	1,761,607.30
	T3746	ÖN	1,849,062.17
	T3747	MB	6,560,978,38
	T3749	ON	7,235,142.94
	73751	NG.	5,729,461.14
	73753	ЮN	6,608,186.61
	T3754	AQ	4,597,721.32
	T3755	QC	2,948,049,42
	T3757	ON	5,813,427.95
	T3759	ON	6,563,437.57
	T3760	₽Ç.	10,115,752.37
	T3761	ON	6,216,671,17
	13762	ON	6,125,396.98
	73763	MB	6,883,717,96
	13764	Ø №	1,974,519.73

l	_	
T3765	QC	1,693,815.10
T3766	5K	4,024,239.69
T3767	ON	5,982,356.15
T3769	QC	4,933,634.50
T3770	AB	9,697,442.43
T3772	8A	11,560,264,45
13773	ON	7,239,293.15
T7000	QC	2,742,890.26
17001	ОN	10,229,818,71
T7002	ON	385,488.37
17004	ON	10,507,033.16
17006	QC	9,702,331.29
Total		618,736,157.82
] [

APPENDIX E

Hilicrest Maii Richmond Hill, ON T3666

SUBLEASE

THIS SUBLEASE (this "Sublease") is made as of April 8, 2013 (the "Effective Date"), between Target Canada Co. ("Sublandlord"), and Target Canada Property LP ("Subtenant").

- A. Sublandlord, as tenant, and the Master Landlord described on <u>Exhibit A</u> attached hereto ("Master Landlord"), as landlord, are parties to the lease described on <u>Exhibit A</u> (as amended, the "Master Lease").
- B. Sublandlord wishes to have Subtenant make certain real property improvements to the premises under the Master Lease. To facilitate the undertaking of such real property improvements, Subtenant agreed to sublease the premises described in the Master Lease on the following terms and conditions.

NOW THEREFORE, for valuable consideration, Sublandlord and Subtenant agree as follows:

- 1. <u>Sublease</u>. Sublandlord hereby subleases to Subtenant, and Subtenant hereby accepts from Sublandlord, the entirety of the premises under the Master Lease.
- 2. <u>Term.</u> The term of this Sublease (the "Sublease Term") commences on the Effective Date and expires on the earlier of:
 - (i) the date that is one (1) day before the expiration of the term under the Master Lease, and if Sublandlord extends the term of the Master Lease, this Sublease will be automatically extended to the date that is one (1) day before the expiration of the term of the Master Lease, as extended (but always subject to Section 2(ii) below); or
 - (ii) April 7, 2038.
- 3. Rent. Subtenant hereby agrees to pay to Sublandlord, during the Sublease Term: (i) monthly base rent and (ii) all common area maintenance and similar costs, percentage rent (if any), and any other additional rent, due and owing by Sublandlord under the Master Lease (collectively, "Rent").
- 4. <u>Sales Tax.</u> Amounts payable by Subtenant to Sublandlord pursuant to this Sublease 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").
- 5. <u>Subordination to Master Lease</u>. This Sublease is subject and subordinate to the Master Lease, including all amendments, extensions, or modifications to the Master Lease agreed to in the future by Sublandford without any need for further documentation.
- 6. Terms of Master Lease. All of the terms, covenants, conditions, agreements, requirements, restrictions, and provisions of the Master Lease (including as amended, extended or modified from time to time by Sublandford without any consent from Subtenant) that are required to be performed or complied with by Sublandford, as tenant under the Master Lease, are incorporated herein by

reference and must be performed and complied with by Subtenant. Subtenant hereby expressly assumes the same for the benefit of Sublandlord during the Sublease Term. All rights available to "Landlord" under the Master Lease are available to Sublandlord against Subtenant as if recited herein.

7. <u>Consents by Sublandlord.</u> Sublandlord hereby consents to (i) any further sublease by Subtenant to an affiliate of Subtenant or Sublandlord and (ii) any remodeling and redevelopment by Subtenant which is permitted under the Master Lease.

IN WITNESS WHEREOF, the parties have executed, sealed, and delivered this Sublease as of the day and year first above written.

SUBLANDLORD:

TARGET CANADA CO.

By: Joan Ahrens

Name: Joan Antens
Title: Authorized Signatory of

Target Canada Co.

SUBTENANT:

TARGET CANADA PROPERTY LP

By: Target Canada Property Holdings Two LP, its General Partner

By: Target Canada Property Holdings One LP, its General Partner

By: Target Canada Property Holdings GP, LLC, its General Partner

By: Nicollet Enterprise GP Holdings S.C.S., its Sole Member

By: Nicollet Enterprise GP, LLC, its General Partner

By: Target Corporation, its Sole Member

By: Scott Nelson

Title: Sr. Vice Fresident
Target Corporation

Exhibit A to Sublease

Master Lease:

Lease dated August 8, 1974 between Hillcrest Holdings Inc. and Montez Hillcrest Inc., jointly as landford, and Sublandford, as tenant, as amended, restated, supplemented or modified from time to time.

Master Landlord:

The entity from time to time holding the landlord's interest under the Master Lease.

T#3666 Hillerest Mall Richmond Hill, ON

SUBLEASE (LEASEBACK)

THIS SUBLEASE (LEASEBACK) (this "Agreement") is made as of September 17, 2013 (the "Effective Date"), between Target Canada Property LP ("Canada Property"), and Target Canada Co. ("Canada Co.").

- A. Canada Property, as Subtenant, and Canada Co., as Sublandiord, are parties to the Sublease described on Exhibit A (as amended, the "Sublease").
- B. Pursuant to separate written agreement, Canada Property has completed the real property improvements anticipated under the terms of the Sublease (the "Real Property Improvements").
- C. Canada Co. has agreed to sublease the premises, together with the Real Property Improvements, back from Canada Property on the following terms and conditions.

NOW THEREFORE, for valuable consideration, Canada Property and Canada Co. agree as follows:

- 1. <u>Demise</u>. Canada Property hereby subleases to Canada Co., and Canada Co. hereby accepts from Canada Property, the entirety of the premises under the Sublease, together with all Real Property Improvements made to the premises pursuant to the Sublease.
- 2. <u>Term.</u> The term of this Agreement commences on the Effective Date and expires on the date that is the earlier of:
 - (i) one (1) day before the expiration of the term under the Sublease, and if the Sublease term is extended, this Agreement will be automatically extended to the date that is one (1) day before the expiration of the Sublease term, as extended (but always subject to Section 2(i) below); or
 - (ii) September 16, 2033.
 - 3. Rent. Canada Co. hereby agrees to pay Canada Property monthly an amount equal to:
 - (i) the "Rent" as that term is defined in the Sublease, plus
 - (ii) additional rent computed under the following formula: the total cost of the Real Property Improvements multiplied by 12,5% and then divided by 12.

In addition and if applicable, Canada Co. hereby agrees to pay Canada Property additional rent in an amount agreed to in writing by the parties for unpaid rent and Real Property Improvements costs not recovered if the term of this Agreement ends before April 7, 2038.

4. Sales Tax. Amounts payable by Canada Property 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").

- Subordination to Sublease. This Sublease is subject and subordinate to the Sublease, including all amendments, extensions, or modifications to the Sublease agreed to in the future by Canada Property without any need for further documentation.
- Terms of Sublease. All of the terms, covenants, conditions, agreements, requirements, restrictions, and provisions of the Sublease (including as amended, extended or modified from time to time by Canada Property without any consent from Canada Co.) that are required to be performed or complied with by Canada Property, as Subtenant under the Sublease, are incorporated herein by reference and must be performed and complied with by Canada Co.
- Governing Law. This Agreement is governed by and construed in accordance with the laws of the Province of Quebec.
- Use of English. The Parties have requested that this Agreement be drafted in the English language. Les parties aux présentes ont exigé que cette convention soit redigée en anglais.

IN WITNESS WHEREOF, the parties have executed, scaled, and delivered this Agreement as of the day and year first above written.

CANADA CO.:

TARGET CANADA CO.

an Ahrens Name: Authorized Signatory of

Target Canada Co. Title:

CANADA PROPERTY:

TARGET CANADA PROPERTY LP

- By: Target Canada Property Holdings Two LP, its General Partner
- By: Target Canada Property Holdings One LP, its General Partner
- By: Target Canada Property Holdings GP, LLC, its General Partner
- By: Nicollet Enterprise GP Holdings S.C.S., its Sole Member
- By: Nicollet Enterprise GP, LLC,

its General Partner

By: Target Corporation, its Sole Member

By: Name:

Scott Neison Title: Sr. Vice President

Target Corporation

Exhibit A to Sublease

Sublease;

Sublease dated April 8, 2013 between Target Canada Co., as sublandlord, and Target Property Canada LP, as subtenant, as amended, restated, supplemented or modified from time to time.

SCHEDULE A.3 ASSIGNMENT AGREEMENTS

ASSIGNMENT AND ASSUMPTION AGREEMENT (Master Agreement)

This Assignment ("Assignment") is made effective as of the 9th day of January, 2014, between Target Canada Property LP, an Ontario limited partnership ("Prop Co LP") and Target Canada Property LLC, a Minnesota limited liability company ("Prop Co LCC"), each with offices located at 5600 Explorer Drive, Mississauga, Ontario L4W 0C3.

RECITALS

- A. Prop Co LP and Target Canada Co. entered into that certain Master Agreement effective as of February 4, 2013 (the "Master Agreement").
- B. Effective January 9, 2014, Prop Co LP assigned certain subleased real property locations in Canada to Prop Co LLC and certain agreements relating to the development and improvement of real property locations in Canada.
- C. Prop Co LP desires to further assign to Prop Co LLC and Prop Co LLC desires to assume all of Prop Co LP's right, title and interest in and to the Master Agreement. Prop Co LP and Prop Co LLC desire to enter into this Assignment to reflect such assignment and assumption.

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

- 1. <u>Assignment and Assumption.</u> Prop Co LP hereby assigns, transfers and sets over unto Prop Co LLC, all of Prop Co LP's right, title, interest and obligations in, to and under the Master Agreement, and Prop Co LLC hereby assumes and accepts such assignment, transfer and setting over. This Assignment is effective as of January 9, 2014.
- 2. Consent of Third Parties. Notwithstanding anything to the contrary in this Assignment, this Assignment shall not constitute an agreement to assign or transfer, in whole or in part, any instrument, contract, lease, permit, or other agreement or arrangement or any claim, right, or benefit arising thereunder or resulting therefrom if an assignment or transfer or an attempt to make such an assignment or transfer without the consent of a third party would constitute a breach or violation thereof or adversely affect the rights of Prop Co LP or Prop Co LLC thereunder; and any transfer or assignment to Prop Co LLC of any interest under any such instrument, contract, lease, permit, or other agreement or arrangement that requires the consent of a third party shall only be made subject to such consent being obtained.
- 3. <u>Acknowledgement</u>. The parties acknowledge that, upon assignment of the Master Agreement to Prop Co LLC, the fiscal year of Can Prop Co, defined in Section 3.1(c) of the Master Agreement, shall change from December 31 to November 30.
- 4. <u>Full Force and Effect.</u> Except as expressly amended herein, all of the terms and conditions contained in the Master Agreement shall remain in full force and effect.
- 5. <u>Counterparts</u>. This Agreement may be executed in counterparts and delivered by means of facsimile or portable document format (PDF) copies, each of which when so executed and delivered shall be an original, but all such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first above written.

TARGET CANADA PROPERTY LP

By: Target Canada Property Holdings Two LP, its General Partner

By: Target Canada Property Holdings One LP, its General Partner

By: Target Canada Property Holdings GP, LLC, its General Partner

By: Nicollet Enterprise GP Holdings S.C.S., its Sole Member

By: Nicollet Enterprise GP, LLC, its General Partner

By: Target Corporation, its Sole Member

Name: Terri K. Simard Title: Vice President

TARGET CANADA PROPERTY LLC

Name: (Aaron E. Alt Title: Vice President

MASTER AGREEMENT (Can Prop Co)

This MASTER AGREEMENT (the "Agreement") is entered into effective as of February 4, 2013 (the "Effective Date"), by and between Target Canada Property LP, an Ontario limited partnership ("Can Prop Co"), and Target Canada Co., a Nova Scotia unlimited company ("Target Canada").

RECITALS

- A. Can Prop Co has entered into a Sublease and a Sublease (Leaseback) for numerous sites with Target Canada with respect to real property that is used by Target Canada in its Canadian retail operations (a Sublease and a Sublease (Leaseback) are hereinafter referred to individually, as a "Sublease" and collectively, as the "Subleases").
- B. The Subleases are leases for U.S. and Canadian income tax purposes.
- C. Target Canada possesses the knowledge, expertise, resources and ability to provide certain services to Can Prop Co such as: (i) property management; (ii) administrative and business services; and (iii) procurement and management services, through the use of its own resources or through its contractual arrangements with Target Corporation and other related entities (the "Target Group").
- D. Can Prop Co desires to engage Target Canada to perform such services and Target Canada desires to provide such services to Can Prop Co, in the manner and on the terms set forth in this Agreement.

NOW THEREFORE, for valuable consideration, the parties hereby agree as follows:

1. SERVICES AND FEES

- 1.1 <u>Services</u>. Target Canada shall perform through its own resources or through its contractual relationships with other Target Group companies (i) property management; (ii) administrative and business services; and (iii) procurement services; for Target Canada (the "Services") as further described below.
 - (a) Property Management Services as described on Schedule 1.1(a) ("Property Management Services");
 - (b) Administrative and Business Services as described on Schedule 1.1(b) ("Business Services"); and
 - (c) Procurement Services as described on Schedule 1.1(c) ("Procurement Services").
- 1.2 <u>Fees.</u> In consideration for the Services provided by Target Canada, Can Prop Co shall pay Target Canada a fee (the "Fee") equal to the amount of actual costs incurred by Target Canada for performing the Services. The Fee shall be analyzed at the end of the Term of this Agreement and, if this Agreement is

extended or amended, the Fee shall be agreed as between the parties from time to time.

- Payment of Fees. The Fee 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, Can Prop Co shall pay to Target Canada the total Fees for all Services performed during such fiscal year, with a credit against such payment for any amounts previously paid in excess of the amounts actually due for such fiscal year.
- Exclusive of Sales Taxes. Amounts payable by Can Prop Co 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 Can Prop Co. If Target Canada is required by law or by administration thereof to collect any applicable Sales Taxes, Can Prop Co shall pay such Sales Taxes to Target Canada concurrent with the payment of any consideration payable pursuant to this Agreement, unless Can Prop Co qualifies for an exemption from any such applicable Sales Taxes, in which case Can Prop Co 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.

2. LEASING

- Subleases. As consideration for Target Canada agreeing to enter into the Subleases whereby Can Prop Co, as Subtenant under the Subleases, shall sublease the premises under the head or master leases for each location (each, a "Master Lease" and collectively, the "Master Leases") and make certain real property improvements (the "Real Property Improvements") to the premises under the Master Leases, Can Prop Co shall pay to Target Canada a lump sum amount equal to the aggregate costs incurred by Target Canada in connection with any real property improvements carried out by Target Canada before the effective date of the Subleases, as per Schedule 2.1 attached hereto. The amount paid hereunder shall be added to the total cost of the Real Property Improvements for purposes of computing the additional rent under Subsection 3(ii) of each Sublease.
- 2.2 <u>Real Property Improvements</u>. As part of the subleasing described in Section 2.1 above:
 - (a) Target Canada shall provide Can Prop Co with detailed designs of stores, floor plans, architectural drawings, and time requirements for completion of the Real Property Improvements.
 - (b) Can Prop Co shall complete the Real Property Improvements and negotiate contracts with vendors (including general contractors, architects, engineers, and similar parties) related to the Real Property Improvements.

- (c) Target Canada may review the list of vendors that will be completing any and all aspects of the Real Property Improvements. Target Canada may reject any vendors described above, but may not do so without reasonable cause.
- (d) Target Canada may inspect the property as the Real Property Improvements are being completed and shall complete a final inspection when the Real Property Improvements are completed, and at such time, the cost of such Real Property Improvements shall be added to the total cost of Real Property Improvements for purposes of computing the additional rent under Subsection 3(ii) of the Sublease for each location.
- (c) Can Prop Co and Target Canada intend that all Real Property Improvements shall be owned by Can Prop Co for U.S. federal income tax purposes and neither party may take an inconsistent position on any tax return.
- 2.3 Inadvertent Spend by Target Canada. Can Prop Co shall reimburse Target Canada for any costs incurred by Target Canada in connection with any Real Property Improvements after the Effective Date of the Subleases. Such amounts are payable within 60 days of Can Prop Co receiving notice from Target Canada.
- 2.4 <u>Inadvertent Spend by Can Prop Co</u>. Target Canada shall reimburse Can Prop Co the full amount of any costs incurred by Can Prop Co that are not related to Real Property Improvements after the Effective Date of the Subleases. Such amounts are payable within 60 days of Target Canada receiving notice from Can Prop Co.
- 2.5 <u>Construction Schedule.</u> Can Prop Co shall complete the Real Property Improvements by the dates set forth in the schedule(s) for each location attached hereto as Schedule 2.6.
- 2.6 Target Canada shall pay Can Prop Co, as an Inducements/Allowances. inducement or reimbursement of an expense, an amount equal to any amount Target Canada receives from any master landlord in respect of a Master Lease that relates to repairs, refurbishments or any other work of a similar nature that Can Prop Co has agreed to pay for and undertake under the Sublease, and in respect of which a Master Landlord has agreed to provide Target Canada with an inducement or reimbursement for such repairs or refurbishment under the Master Lease. In addition, Can Prop Co shall pay Target Canada an amount equal to any amount Target Canada must pay a master landlord in respect of a Master Lease that has been sublet by Target Canada to Can Prop Co pursuant to the Sublease which relates to repairs, refurbishment or any other work of a similar nature that Target Canada has agreed to pay for or otherwise reimburse the master landlord under the Master Lease to the extent such amounts are not otherwise paid to Target Canada pursuant to Section 2.1.

2.7 <u>Early Termination—Additional Improvements</u>. If, at any time, Target Canada has requested additional Real Property Improvements in respect of particular premises that have previously been subleased pursuant to a Sublease, Can Prop Co may request the negotiation of new Sublease before the commencement of any additional Real Property Improvements. If the new Sublease is not agreed to within 90 days of Can Prop Co receiving a written request for additional Real Property Improvements, Target Canada may terminate the Sublease ("Early Termination") related only to those specific premises. If Target Canada decides to terminate the Sublease for particular premises, then Target Canada shall pay to Can Prop Co a payment ("Termination Payment") calculated as:

an amount equal to the present value (using a 7% discount rate) of the total remaining payments of Rent, as defined in Section 3(ii) of the Sublease, which were to be paid for the remainder of the Term as defined in 2(ii) of the Sublease plus the anticipated value of the remaining Sublease term to Can Prop Co.

The Termination Payment shall be due within 60 days after the effective date of the Early Termination.

2.8 <u>Early Termination—Other Terminations</u>. If the Term of a Sublease ends before the date specified in Section 2(ii) thereof (for example, because a Master Lease is not extended or renewed) and a new Sublease is not renegotiated within 90 days in accordance with Section 2.7 of this Agreement, then this shall also constitute an Early Termination and a Termination Payment as defined in Section 2.7 above shall be due within 60 days of such Early Termination.

3. DEFINITIONS

- 3.1 <u>Defined Terms.</u> Capitalized terms appearing in this Agreement have the meaning described below.
 - (a) "Party" means Target Canada Property LP or Target Canada Co. or, if used in the plural, both Target Canada Property LP and Target Canada Co.
 - (b) "Service" or "Services" means any services provided by Target Canada through the use of its own resources or through its contractual arrangements with other Target Group entities, or provided by authorized third parties pursuant to a duly executed sublicense agreement.
 - (c) "Year" means the calendar year, or any other twelve (12) month period corresponding to Can Prop Co's fiscal year.

4. CURRENCY

4.1 <u>Currency.</u> All payments shall be made in Canadian dollars ("CAD Dollar") unless otherwise agreed by the parties. Any reported amount in currencies other than the CAD Dollar must be translated into CAD Dollars at the prevailing bookkeeping rate used by Can Prop Co during the period in which the amount is

recognized under IFRS as applied by Can Prop Co for financial reporting purposes.

5. TERM

- 5.1 <u>Term.</u> This Agreement is effective as of the Effective Date and shall continue for a term of 30 years ("Term").
- 5.2 <u>Section 2 Continues</u>. Upon termination or expiration of this Agreement, the parties shall continue to be bound by the provisions of Section 2 of this Agreement to the extent that any Sublease is still in effect.

6. LIMITATION OF LIABILITY

- 6.1 <u>Can Prop Co's Liability.</u> Can Prop Co shall 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 (i) Can Prop Co's failure to comply with any applicable law, ordinance or regulation, or (ii) Can Prop Co's breach of this Agreement, except to the extent Target Canada has primary liability pursuant to Section 6.2.
- 6.2 <u>Target Canada's Liability</u>. Target Canada shall indemnify, defend and hold Can Prop Co 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 (i) Target Canada's failure to comply with any applicable law, ordinance, or regulation, or (ii) Target Canada's breach of this Agreement, except to the extent Can Prop Co has accepted primary liability pursuant to Section 6.1.
- 6.3 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.

7. REPRESENTATIONS AND WARRANTIES

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. Can Prop Co 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 Can Prop Co's organizational documents.

8. COMPLIANCE WITH LAWS

- 8.1 Compliance with the Law. Target Canada shall 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. Can Prop Co shall provide Target Canada with such assistance as Target Canada may reasonably request in making or obtaining any such Authorizations.
- 8.2 <u>Changes in the Law.</u> Target Canada shall inform Can Prop Co 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.

9. RELATIONSHIP BETWEEN THE PARTIES

9.1 <u>Independent Contractor</u>. Target Canada, in providing the Services to Can Prop Co hereunder, is acting only as an independent contractor. The relationship between the Parties 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.

10. GENERAL PROVISIONS

- **10.1 Governing Law.** This Agreement is governed by, and construed in accordance with, the laws of Minnesota, conflict-of-law principles excluded.
- 10.2 <u>Amendments</u>. No provision of this Agreement may be amended or waived except by a written agreement executed by both parties.
- 10.3 <u>Severability</u>. If any one or more provisions of this Agreement is found to be illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions are not in any way be affected or impaired thereby.
- 10.4 <u>Headings</u>. The descriptive headings contained herein are for convenience only and do not control or affect the meaning, interpretation or construction of any provision of this Agreement.
- 10.5 <u>Successors and Assigns.</u> This Agreement is binding upon and inures 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.
- 10.6 <u>Notices</u>. All notices required by this Agreement must 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 are deemed effectively given when received by the other party.

If to Target Canada: Target Canada Co.

5570 Explorer Drive

Mississauga, ON L4W-0C3

Canada

Attention: General Counsel

If to Can Prop Co: c/o Target Canada Property Holdings Two LP

5570 Explorer Drive

Mississauga, ON LAW-0C3

Canada

10.7 <u>Counterparts</u>. This Agreement may be executed in counterparts and delivered by means of facsimile or portable document format (PDF) copies, each of which when so executed and delivered shall be an original, but all such counterparts together shall constitute one and the same instrument.

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

TARGET CANADA CO.

TARGET CANADA PROPERTY LP

- By: Target Canada Property Holdings Two LP, its General Partner
- By: Target Canada Property Holdings One LP, its General Partner
- By: Target Canada Property Holdings GP, LLC, its General Partner
- By: Nicollet Enterprise GP Holdings S.C.S., its Sole Member
- By: Nicollet Enterprise GP, LLC, its General Partner
- By: Target Corporation, its Sole Member

Name: Aaron E. Alt Title: Vice President Name: Terri K. Synard

Schedule 1.1(a) Property Management Services

- i. Management services regarding the remodel of distribution centers and retail store locations:
- ii. Managing site preparation activities
- iii. Management of third-party consultants and Canadian contractors to complete construction projects

Schedule 1.1(b) Business Services

- i. Accounting, Accounts Payable, Financial Reporting, Finance services;
- ii. Assets Protection services;
- iii. Cash Management services;
- iv. Communication and Public Relations services;
- v. Legal services;
- vi. Office Administration services;
- vii. Risk Management services;
- viii. Tax Compliance services; and
- ix. 'ITS/SAP/Information services

Schedule I.1(e) Procurement Services

- i. Assist with the management of general contractors in the construction of Real Property Leasehold Improvements
- ii. Any other ad hoe construction management service requests by Property LP

Schedule 2.1 Costs Incurred

		Aggregate Cost Prior to
Location		Sublease Effective Date
T3505	ON	71,480.31
T3507	ON	4,115,580.98
T3508	BC	5,893,538.21
T35D9	вс	5,214,537.17
T3510	ON	10,079,993.92
T3511	ON	2,452,4 9 9.28
T3512	BC	8,421,613.68
T3516	QC	2,247,584.07
T3519	ON	5,130,106.85
T3522	ON	2,472,336.25
T3524	ON	4,575,150.42
T3530	NS	321,909.78
T3533	ON	3,751,743.15
T3538	AB	6,027,459.78
T3547	QC	4,705,798.37
T3548	BC	235,563.28
T3550	NB	434,064.73
T3552	ON	2,084,660.11
T3557	BC	6,386,485.12
T3559	ON	7,112,236.68
T3560	ON	6,962,209.74
T3561	AB	1,796,396.94
T3564	AB	7,036,144.71
T3565	ÓN	7,520,570.42
T3566	NB	420,526.07
T3572	ON	6,376,102.90
T3574	АВ	6,414,318.14
T3575	8C	1,717,281.00
T3576	QC	849,607.33
T3577	SK	7,472,743.05
T3586	BC	1,877,495.86
T3590	QC	3,368,267.88
T3591	ON	7,686,354.11
T3592	QC	1,845,193.77
T3595	QC	2,500,012.72

T3608	ON	6,879,303.67
T3609	ŎN	7,627,679.83
T3610	QC	460,337.06
T3613	QC	1,373,679.07
T3614	AB	4,755,888.73
T3615	₿C	5,887,360.93
7361 5	BC	5,130,852.56
T3617	BC	736,699.39
T3623	ON	7,416,925.55
T3624	AB	7,567,494.21
T3628	ÓN	1,028,625.94
T3630	ON	2,250,822.71
T3634	QС	3,565,812.14
T3636	ON	12,083,618.49
T3637	PE	483,317,24
T3639	ON	7,489,546.85
T3642	ON	728,083.36
T3644	MB	7,111,528.82
T3645	ŎN	1,901,794.78
T3646	ON	164,494.97
T3647	QÇ	4,624,825.96
T3648	AB	13,433,066.06
T3650	NL	9,593,801.15
13652	N	1,720,313.70
T3655	NB	8,260,680.77
T3657	QC	4,589,772.70
T3658	ON	62,424,21
T3663	ON	2,768,650.20
T3665	ON	7,070,259.24
T3666	ÓN	1,942,398.77
T3668	ON	9,814,916.37
T3669	ON	600,372.3 6
T3670	ON	1,663,374.76
T3671	ON	4,825,876.72
T3672	ON	3,605,786.62
T3677	ON	3,963,480.45
T3682	MB	6,578,618.17
T3688	ВС	4,294,464.80
T369D	BC	3,895,072.33
T3693	QC	2,609,065.90
T3694	AB	10,065,088.91
T3695	QC	2,880,546.42
T3696	QC	2,791,497.42

T3697	NS	2,749,912.84
T3698	BC.	4,317,332.16
T3699	ON	592,565.81
T3702	QĊ	2,533,869.34
T3704	QC	3,275,511,85
T3705	QC	2,706,363.87
T3706	ON	8,443,345.68
T3707	ON	386,352.93
T3708	ON	6,305,344.65
T3709	QC	1,080,187.11
T3710	ΑВ	3,269,518.90
T3711	BC	115,921.27
T3713	AB	2,968,418.58
T3714	A	10,211,187.64
T3715	ON	6,546,048.23
T3717	BC	1,211,757.23
T3718	QC	2,715,951.62
T3719	ВС	3,807,180.33
T3725	QC	7,186,681.15
T3728	SK	2,044,576.87
T3729	ON	11,099,366.92
T3730	ON	4,340,895.98
T3731	NS	1,452,915.21
T3732	NL	3,605,481.66
T3737	AB	4,524,561.26
T3738	ON	8,314,869.87
T3739	BÇ	1,659,193.95
T3742	ON	9,713,317.61
T3743	QC	1,761,607.30
T3746	ON	1,849,062.17
T3747	MB	6,560,978.38
T3749	ON	7,235,142.94
T3751	ON	5,729,461.14
T3753	ON	6,608,186.61
T3754	AB	4,597,721.32
T3755	QC	2,948,049.42
T3757	ON	5,813,427.95
T3759	ON	6,563,437.57
T3760	₽Ç	10,115,752.37
T3761	ON	6,216,671.17
T3762	ON	6,125,396.98
T3763	MB	6,883,717.96
T3764	ON	1,974,519.73

otal		618,736,157.82
T7006	QC	9,702,331.29
7004	ON	10,507,033.16
7002	ON	385,488.37
'001	ON	10,229,818.71
7000	QC	2,742,890.26
3773	ON	7,239,293.15
3772	AB	11,560,264.45
3770	AB	9,697,442.43
3769	QC	4,933,634.50
3767	ON	5,982,356.15
3766	5K	4,024,239.69
T3765	QC	1,693,815.10

ASSIGNMENT AND ASSUMPTION AGREEMENT (Subleases)

This Assignment and Assumption Agreement ("Assignment") is made effective as of January 9, 2014, between Target Canada Property LP ("Assignor") and Target Canada Property LLC ("Assignee"), each with offices located at 5600 Explorer Drive, Mississauga, Ontario L4W 0C3.

- 1. <u>Assignment and Assumption</u>. For valuable consideration, Assignor hereby assigns, transfers, and sets over unto Assignee all of Assignor's right, title, interest and obligations as Sublessor under those Sublesses (the "Sublesses") described in <u>Schedule A</u> attached hereto, and Assignee hereby assumes and accepts such assignment, transfer and setting over.
- 2. Consent of Third Parties. This Assignment does not constitute an agreement to assign or transfer, in whole or in part, any instrument, contract, lease, permit, or other agreement or arrangement or any claim, right, or benefit arising thereunder or resulting therefrom if an assignment or transfer or an attempt to make such an assignment or transfer without the consent of a third party would (i) constitute a breach or violation thereof or (ii) adversely affect the rights of Assignor or Assignee thereunder. Any transfer or assignment to Assignee of any interest under any such instrument, contract, lease, permit, or other agreement or arrangement that requires the consent of a third party is only made subject to such consent being obtained.
- 3. <u>Counterparts</u>. This Assignment may be executed in counterparts and delivered by means of facsimile or portable document format (PDF) copies, each of which when so executed and delivered shall be an original, but all such counterparts together shall constitute on and the same instrument.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment effective as of the date first above written.

ASSIGNOR:

TARGET CANADA PROPERTY LP

By: Target Canada Property Holdings Two LP, its General Partner By: Target Canada Property Holdings One LP, its General Partner

By: Target Canada Property Holdings GP, LLC, its General Partner

By: Nicollet Enterprise GP Holdings S.C.S., its Sole Member

By: Nicollet Enterprise GP, LLC, its General Partner

By: Target Corporation, its Sole Member

Title:

Joan threns Authorized Signatory

ASSIGNEE:

TARGET CANADA PROPERTY LLC

Name:

Title:

Т#	Shopping Centre Name	City	Province	Sublease Effective Date
T3510	Westmount Shopping Centre	London	ON	2/4/2013
T3729	Shoppers World Danforth	Toronto	ON	2/4/2013
T3565	Upper Canada Mall	Newmarket	ON	2/4/2013
T3708	Devonshire Mall	Windsor	ON	2/4/2013
T3715	Cloverdale Mall	Toronto	ON	2/4/2013
T3753	Centre Mali	Hamilton	ON	2/4/2013
T3668	Shoppers World Brampton	Brampton	ON	2/4/2013
T3636	Square One Shopping Centre	Mississauga	ON	2/4/2013
T3706	Masonville Place	London	ON	2/4/2013
T3742	East York Town Centre	Toronto	ON	2/4/2013
T3759	Guelph	Guelph	ON	2/4/2013
T3560	Lindsay Square Mall	Lindsay	ON	2/4/2013
T3572	Milton Mall	Milton	ON	2/4/2013
T3608	Cambridge Centre	Cambridge	ON	2/4/2013
T3639	Durham Centre	Ajax	ON	2/4/2013
T3738	Burlington Mall	Burlington	ON	2/4/2013
T3749	Aurora Centre	Ацгога	ON	2/4/2013
T3751	Gates of Fergus	Fergus	ON	2/4/2013
T3761	Millcroft Centre	Burlington	ON	2/4/2013
T3762	Flamborough Power Centre	Hamilton	ON	2/4/2013
T3767	Taunton Road Power Centre	Whitby	ON	2/4/2013
13773	Trinity Common	Bramoton	ON	2/4/2013
T3609	Centerpoint Mall	North York	ON	2/4/2013
T3694	St. Albert Centre	St. Albert	AB_	2/4/2013
T3714	Market Mall	Calgary	AB	2/4/2013
T3760	Tillicum Mall	Victoria	BC	2/4/2013
T3508	Discovery Harbour Shopping Centre	Campbell River	BC	2/4/2013
T3690	Willowbrook Mall	Langley	BC	2/4/2013
T3710	Bonnie Doon	Edmonton	AB	2/4/2013
T3509	Nanaimo North Town Centre	Nanaimo	BC	2/4/2013
T3557	Scottsdale Centre	Delta	BC	2/4/2013
T3616	Coquitlam Centre	Coquitlam	BC	2/4/2013
T3682	Southdale Mall aka Southdale Centre	Winnipeg	MB	2/4/2013
T3737	The Shoppes at Shawnessy	Calgary	AB	2/4/2013
T3615	Tamarack Shopping Centre	Cranbrook	BC	2/4/2013
73644	Kildonan Place Shopping Centre	Winnipeg	MB	2/4/2013
T3763	Shoppers Mall	Brandon	MB	2/4/2013

T#	Shopping Centre Name	City	Province	Sublease Effective Date
T3770	Millwoods Town Centre	Edmonton	AB	2/4/2013
T3772	Chinook Centre	Calgary	AB	2/4/2013
T3624_	Bower Place	Red Deer	AB	2/4/2013
T3719	Pine Centre Mail	Prince George	BC	2/4/2013
T3564	Sherwood Park Mall	Sherwood Park	AB	2/4/2013
T3512	Driftwood Mali	Courtenay	ВС	2/4/2013
T3519	South Hamilton Square	Hamilton	ON	2/4/2013
T3559	Five Points Malf	Oshawa	ON	2/4/2013
T3591	Cataraqui Town Centre	Kingston	ON	2/4/2013
T3671	Meadowland Power Centre	Ancaster	ON	2/4/2013
T3698	Orchard Plaza Shopping Centre	Kelowna	BC	2/4/2013
T3754	Signal Hill Centre	Calgary	AB	2/4/2013
T3533	Thames-Lca Plaza	Chatham	ON	2/4/2013
T3766	The Centre at Circle & Eighth	Saskatoon	SK	2/4/2013
T3507	Intercity Shopping Centre	Thunder Bay	ON	2/4/2013
T3642	Laurentian Power Centre	Kitchener	ON	2/4/2013
T3577	The Mall at Lawson Heights	Saskatoon	SK	2/4/2013
T3757	Clarington Town Centre	Bowmanville	ON	2/4/2013
T3574	Prairie Mall	Grande Prairie	AB	2/4/2013
T7000	Centre Laval	Laval	QC	2/4/2013
T7002	Stockyards	Toronto	ON	2/4/2013
T3665	Orillia Square	Orillia	ON	3/4/2013
T3648	West Edmonton Mall	Edmonton	AB	3/4/2013
T3688	Village Green Mall	Vernon	BC	3/4/2013
T3614	Medicine Hat Mall	Medicine Hat	AB	3/4/2013
T3623	Bramalea City Centre	Brampton	ON	3/4/2013
T3524	Queenston Place	Hamilton	ON	3/4/2013
T3630	1899 Algonquin Avenue	North Bay	ON	3/4/2013
T3645	Seaway Mall	Welland	ON	3/4/2013
T3670	Hopedale Mall	Oakville	ON	3/4/2013
T3547	Les Galeries Gatineau	Gatineau	QC	3/4/2013
T3592	Les Rivieres Shopping Centre	Trois-Rivieres	QC	3/4/2013
T3634	Place Portobello	Brossard	QC	3/4/2013
T3647	Les Galeries D'Anjou	Anjou	Qc	3/4/2013
T3709	Les Promenades St-Bruno	St-Bruno	QC	3/4/2013
T3725	Les Galeries Chagnon	Lėvis	QC	3/4/2013
T3755	Place Laurier	Québec	QC	3/4/2013

T#	Shopping Centre Name	City	Province	Sublease Effective Date
T3695	Mega Centre Autoroute 13	Laval	loc	3/4/2013
T3511	Hazeldean Mall	Kanata	ON	3/4/2013
13522	County Fair Mail	Smiths Falls	ON_	3/4/2013
T3705	Place Versailles	Montreal	QC	3/4/2013
T3697	Mic Mac Mall	Dartmouth	NS	3/4/2013
T3718	Les Galeries Joliene	Joliette	QC	3/4/2013
T3769	Place Vertu	St-Laurent	QC	3/4/2013
T3730	Niagara Pen Centre	St. Catharines	ON	3/4/2013
T3590	Carrefour de l'Estrie	Sherbrooke	QC	3/4/2013
T3704	Place Alexis Nihon	Westmount	QC	3/4/2013
T3516	Carrefour Richelieu	St-Jean-sur-Richelieu	QC	3/4/2013
T3575	Cottonwood Mall	Chilliwack	BC	3/4/2013
T3586	Hancy Place Mail	Maple Ridge	BC	3/4/2013
T3617	Surrey Place	Surrey	BC	3/4/2013
T3628	Meadowlands Shopping Centre	Ottawa-Gatineau	ON	3/4/2013
T3699	Stratford Mall	Stratford	ON	3/4/2013
T3702	Place Longueuil	Longueuil	oc	3/4/2013
T3713	Sunridge Mall	Calgary	AB	3/4/2013
13717	Metropolis at Metrotown Centre	Burnaby	RC	3/4/2013
T3732	Cabot Square	St. John's	NL,	3/4/2013
T3739	Abbotsford Power Centre	Abbotsford	BC	3/4/2013
T3747	Grant Park Shopping Centre	Winnipeg	MB	3/4/2013
T3677	Sudbury Supermall	Sudbury	ON	3/4/2013
T3552	Westdale Plaza	Mississauga	ON	3/4/2013
T3663	Pickering Town Centre	Pickering	ON	3/4/2013
T3696	Les Galeries De La Capitale	Québec	QC	3/4/2013
T3657	Carrefour du Nord	St-Jérôme	QC	3/4/2013
T3538	Forest Lawn Shopping Centre	Calgary	AB	3/4/2013
T3728	Northgate Mall	Regina	SK	4/8/2013
T3576	Carrefour St. Georges	St-Georges de Beauce	QC	4/8/2013
T3613	Carrefour Rimouski	Rimouski	QC	4/8/2013
T3652	Bayers Lake Power Centre	Halifax	NS	4/8/2013
T3731	Bedford Place Mall	Bedford	NS	4/8/2013
T3743	Place Fleur De Lys	Québec	QC	4/8/2013
T3746	Billings Bridge Plaza	Ottawa	ON	4/8/2013
73764	Place D'Orleans	Ottawa Orleans	ON	4/8/2013
T3765	Faubourg Boisbriand	Boisbriand	QC	4/8/2013
T3505	Bayshore Shopping Centre	Nepean	ON	4/8/2013

T#	Shopping Centre Name	City	Province	Sublease Effective Date
T3693	Carrefour St-Eustache	St-Eustache	QC	4/8/2013
T3666	Hillcrest Mall	Richmond Hill	ON	4/8/2013
T3530	Sydney Shopping Centre	Sydney	NS	4/8/2013
T3550	Uptown Centre Ika Fredericton Mall	Fredericton	NB	4/8/2013
T3566	Northwest Centre	Moncton	INB	4/8/2013
T3595	Carrefour Angrignon	LaSalle	QC	4/8/2013
T3637	Charlottetown Mall	Charlotte town	PEI	4/8/2013
T3650	Cornerbrook Plaza	Corner Brook	ÍNL	4/8/2013
T3548	Hillside Shopping Centre	Victoria	BC	4/8/2013
T3561	Kingsway Mall	Edmonton	AB	4/8/2013
Т3669	Sheridan Centre	Toronto	ON	4/8/2013
Т3707	Woodbine Centre	Toronto	ON	4/8/2013
T3646	Erin Mills Town Centre	Mississauga	ON	4/8/2013
13658	Boulevard Centre I:	Ottawa St. Laurent	ON	4/8/2013
T3711	Oakridge Centre	Vancouver	BC	4/8/2013
T3768	Warden & Eglinton	Scarborough	ON	4/8/2013
T3610	Terrarium Shopping Centre	Pointe-Claire	QC	5/6/2013
T7001	Niagara Falls	Niagara Falls	ON	6/3/2013
T3672	Conestoga Mall	Kitchener	ON	7/8/2013
T3655	McAllister Place	Saint John	NB	7/8/2013

APPENDIX B

SCHEDULE A.4

ADDITIONAL MASTER LEASE

No. Shopping Centre Location

T 3526 Lawrence Square Toronto

SCHEDULE A.5 MUTUAL TERMINATION AGREEMENT

MUTUAL TERMINATION

This Mutual Termination Agreement made as of the 25th day of research 2015 (the "Effective Date").

BETWEEN:

TARGET CANADA CO., a Nova Scotia unlimited company ("TCC")

- and -

TARGET CANADA PROPERTY LLC, a Minnesota limited liability company ("Prop Co")

- and -

TARGET CANADA PROPERTY LP, an Ontario limited partnership ("Prop LP")

RECITALS:

- A. Prop LP and TCC entered into Subleases (and Ground Leases) (collectively, the "Subleases") and Subleases (Leasebacks) (and Ground Leases (Leasebacks)) (collectively, the "Leasebacks") of real property for each of numerous sites (the "Sites") used by TCC in its Canadian retail operations and leased by TCC under third party head leases (the "Headleases") for the Sites (or owned by TCC).
- B. The Subleases and Leasebacks are listed and identified in Schedule "A" of this Agreement.
- C. Prop LP and TCC entered into a certain Master Agreement effective as of February 4, 2013 (the "Master Agreement"), pursuant to which, among other things, TCC agreed to provide certain services to Prop LP for fees, and Prop LP agreed, as consideration for TCC entering into the Leasebacks, to pay for and complete certain real property improvements which became affixed to the premises located on the Sites.
- D. Effective January 9, 2014: (i) Prop LP assigned to Prop Co all of its right, title and interests in, and Prop Co assumed all of Prop LP's obligations under, the Subleases; (ii) Prop LP assigned to Prop Co all of its right, title and interests in, and Prop Co assumed all of Prop LP's obligations under, the Leasebacks; and (iii) Prop LP assigned to Prop Co all of Prop LP's right, title and interest in, and Prop Co assumed all of Prop LP's obligations under, the Master Agreement (collectively, the "Assignments").
- E. TCC, Prop Co, and certain other TCC affiliates (collectively, the "Target Canada Entities") applied for and were granted protection by the Ontario Superior Court of Justice (Commercial List) (the "Court") under the Companies' Creditors Arrangement

Act, R.S.C. 1985, c. C-36, as amended, pursuant to an Order of the Court dated January 15, 2015, as amended and restated on February 11, 2015 (the "Initial Order").

- F. The Initial Order provides for the orderly wind-down of the operations and businesses of the Target Canada Entities (the "Wind-Down").
- G. On February 11, 2015, in furtherance of the Wind-Down, the Court made an Order (the "Real Property Portfolio Sales Process Order") approving a process for the sale of the Target Canada Entities' real property interest, including for the disposition of the Headleases (the "Sales Process").
- H. The parties hereto wish to terminate the Master Agreement, the Subleases and the Leasebacks on mutually acceptable terms satisfactory to them in order to, among other things, facilitate the Wind-Down and the Sales Process.

NOW THEREFORE in consideration of the termination of the Master Agreement, the Subleases and the Leasebacks, and for other good and valuable consideration (the receipt and sufficiency of which is acknowledged by the parties hereto), the parties agree as follows:

1. Rent

TCC and Prop Co each acknowledge that "Rent", as that term is defined under the Leasebacks and Subleases respectively, is accrued and payable pursuant to the terms of the Leasebacks and Subleases by TCC and Prop Co respectively, for periods ending on the Effective Date, in the following anticipated aggregate amounts (respectively, the "Leaseback Accrued Rent" and "Sublease Accrued Rent"):

- (a) <u>Leaseback Accrued Rent</u>: CAD 95,583,451 payable by TCC to Prop Co; and
- (b) <u>Sublease Accrued Rent</u>: CAD 6,428,571 payable by Prop Co to TCC.

2. Fees

TCC and Prop Co each acknowledge that "Fees", as that term is defined in Section 1.2 of the Master Agreement, are accrued and payable by Prop Co to TCC pursuant to the terms of the Master Agreement, in consideration for the provision of "Services", as that term is defined in Section 1.2 therof, by TCC to Prop Co through to the Effective Date. The amount of such Fees, as determined in accordance with the terms of Section 1.2 of the Master Agreement, and estimated to be approximately CAD 9,300,000, is hereafter referred to as the "Accrued Fees".

3. Early Termination Payment

TCC acknowledges that the early termination of each of the Leasebacks on the Effective Date pursuant to the terms of this Agreement constitutes an "Early Termination", as that term is defined for purposes of Section 2.8 of the Master Agreement, and a "Termination Payment" as that term is defined in and computed pursuant to Section 2.7 of the Master Agreement is thereby triggered thereunder with respect to each of the Leasebacks (in the aggregate, the "Early Termination Payment"). The amount of the Early Termination Payment, calculated in accordance with the terms of the Master Agreement, is anticipated

to be CAD 1,911,494,242, the calculation of which amount is anticipated to be as set out in Schedule "B" hereto. The parties agree that TCC has no additional early termination payment obligations under the terms of Section 3 of the Leasebacks.

4. Payment Obligations Survive

Notwithstanding any other provision of this Agreement, the parties agree that the obligation of TCC to pay the Leaseback Accrued Rent and Early Termination Payment to Prop Co, and the obligation of Prop Co to pay the Sublease Accrued Rent and Accrued Fees to TCC, shall survive the termination of the Master Agreement, the Subleases and the Leasebacks hereunder, and TCC and Prop Co shall not hereunder be released from their respective obligations to pay such amounts.

5. <u>Mutual Termination of Leasebacks</u>

As of the Effective Date, the Leasebacks and all of the rights and obligations of the parties thereunder, are mutually terminated with no further force or effect, and each of TCC, Prop LP and Prop Co hereby surrender and release any and all of their respective rights, title and interests in and to the Leasebacks.

6. Mutual Termination of Subleases

As of the Effective Date, the Subleases and all of the rights and obligations of the parties thereunder, are mutually terminated with no further force or effect, and each of TCC, Prop LP and Prop Co hereby surrender and release any and all of their respective rights, title and interests in and to the Subleases.

7. Mutual Termination of Master Agreement

As of the Effective Date, the Master Agreement and all of the rights and obligations of the parties thereunder, are mutually terminated with no further force or effect and each of TCC, Prop LP and Prop Co hereby release any and all of their respective rights, title and interests thereunder.

8. Claims

Each of TCC, Prop LP, and Prop Co agree that the claim by Prop Co for Leaseback Accrued Rent and the Termination Payment, and the claim by TCC for Sublease Accrued Rent and Accrued Fees, constitute the only actions, causes of action, claims, complaints or demands (collectively, a "Claim") arising out of, or relating to, the Master Agreement, the Subleases, the Leasebacks or the Assignments.

9. GST/HST/QST Registration

(a) TCC is duly registered under Subdivision (d) of Division V of Part IX of the Excise Tax Act (Canada) with respect to the goods and services tax and harmonized sales tax and under Division I of Chapter VIII of Title I of An Act respecting the Quebec sales tax with respect to the Quebec sales tax, and its registration numbers are, respectively: 83553 6608 RT0001 and 1217234367 TQ0001.

(b) Prop Co is duly registered under Subdivision (d) of Division V of Part IX of the Excise Tax Act (Canada) with respect to the goods and services tax and harmonized sales tax and under Division I of Chapter VIII of Title I of An Act respecting the Quebec sales tax with respect to the Quebec sales tax, and its registration numbers are, respectively: 83682 4375 RT0001 and 1220954249 TO0001.

10. GST/HST/QST

- (a) TCC shall be liable for and shall pay to Prop Co an amount equal to any goods and services tax and harmonized sales tax payable by TCC and collectible by Prop Co under the *Excise Tax Act* (Canada), plus an amount equal to any similar value added or multi-staged tax imposed by any applicable provincial or territorial legislation, in connection with the Leaseback Accrued Rent and the payment of the Early Termination Payment by TCC under this Agreement.
- (b) Prop Co shall be liable for and shall pay to TCC an amount equal to any goods and services tax and harmonized sales tax payable by Prop Co and collectible by TCC under the Excise Tax Act (Canada), plus an amount equal to any similar value added or multi-staged tax imposed by any applicable provincial or territorial legislation, in connection with the Sublease Accrued Rent and Accrued Fees under this Agreement.

11. Governing Law

Notwithstanding anything to the contrary in the Subleases, Leasebacks or Master Agreement, this Agreement shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein, and each of the parties hereto irrevocably attorns to the non-exclusive jurisdiction of the courts of the Province of Ontario.

12. Severability

If, in any jurisdiction, any provision of this Agreement or its application to any party or circumstance is restricted, prohibited or unenforceable, the provision shall, as to such jurisdiction, be ineffective only to the extent of the restriction, prohibition or unenforceability without invalidating the remaining provisions of this Agreement and without affecting the validity or enforceability of such provision in any other jurisdiction or without affecting its application to other parties or circumstances.

13. **Time**

Time is of the essence in the performance of the parties' respective obligations.

14. Amendment

No amendment, supplement, modification or waiver or termination of this Agreement and, unless otherwise specified, no consent or approval by any party, is binding unless executed in writing by the party to be bound.

15. Enurement

This Agreement enures to the benefit of and is binding upon the parties and their respective successors (including any successor by reason of amalgamation of any party) and permitted assigns.

16. Assignability

Neither this Agreement nor any of the rights or obligations under this Agreement shall be assignable or transferable by any party without the consent of the other parties.

17. **Further Assurances**

The parties shall, with reasonable diligence, do all things and provide all such reasonable assurances as may be required to consummate the transactions contemplated by this Agreement, and each party shall provide such further documents or instruments required by any other party as may be reasonably necessary or desirable to effect the purpose of this Agreement and carry out its provisions.

18. Execution and Delivery

This Agreement and any amendments thereto (and any other agreements, notices or documents contemplated thereby) may be executed and delivered by facsimile or electronic transmission (including electronic transmission via the internet) and in any number of counterparts and all such facsimile or electronic copies and counterparts shall be deemed to be an original hereof and for all purposes constitute one agreement, be binding on the parties hereto, provided each party hereto has executed and delivered at least one counterpart, and each may be relied upon by each party hereto as such for any and all purposes.

[The rest of this page left intentionally blank]

IN WITNESS WHEREOF, the parties have duly executed this Mutual Termination and Release.

TARGET CANADA CO.

Ву:	
<i>Dy</i>	Name:
	Title:
TP A TO	CET CANADA BRODERTY LEC
IAK	GET CANADA PROPERTY LLC
By:	
	Name:
	Title:
TAR	GET CANADA PROPERTY LP
By:	Target Canada Property Holdings Two LP,
	eneral Partner
-	Target Canada Property Holdings One LP, eneral Partner
	Target Canada Property Holdings GP,
	, its General Partner
	Nicollet Enterprise GP Holdings S.C.S., its Member
	Target Receivables LLC, its General
Parti	ner
Ву:	Name: Corey L. Haaland. Title: SUP, Financial flammy: Analysis
	Name: Corey L. Haaland
	Title: SUP, Financial Planny - Analysis
	, , , ,

IN WITNESS WHEREOF, the parties have duly executed this Mutual Termination and Release.

TARGET CANADA CO.
By: MARK WOWA-
Title: General Course
TARGET CANADA PROPERTY LLC
Ву:
Name:
Title:
TARGET CANADA PROPERTY LP
By: Target Canada Property Holdings Two LP, its General Partner
By: Target Canada Property Holdings One LP, its General Partner
By: Target Canada Property Holdings GP,
LLC, its General Partner By: Nicollet Enterprise GP Holdings S.C.S., its
Sole Member By: Target Receivables LLC, its General
Partner
Ву:
By: Name:
·

IN WITNESS WHEREOF, the parties have duly executed this Mutual Termination and Release.

TARGET CANADA CO.

By:	
-	Name:
	Title:
TAR	GET CANADA PROPERTY LLC
By:	Name: Away Alt Title: V.C.
-	Name: Aaron Alt
	Title: V. C.
TAR	GET CANADA PROPERTY LP
Ву: Л	Target Canada Property Holdings Two LP,
	eneral Partner
	Farget Canada Property Holdings One LP, eneral Partner
	Target Canada Property Holdings GP,
	its General Partner
	Nicollet Enterprise GP Holdings S.C.S., its Member
	Target Receivables LLC, its General
Partn	er
Ву:	
_	Name:
	Title

SCHEDULE "A" SUBLEASES AND LEASEBACKS

	Α	В	C	D	E	F	G
	T#	Shopping Centre Name	Prov.	City	Landlord	Sublease	Sub-Sublease
							(Leaseback)
						i	ļ
_							
1		_			Bentall Kennedy (Canada		<u></u>
2	T3510	Westmount Shopping Centre	ON	London	LP}	Y	γ
3	T3729	Shoppers World Danforth	ON	Toronto	Rio Kim Holdings (Ontario) Inc.	Y	Y
				Newmarket	Upper Canada Mall		
4	T3565	Upper Canada Mall	ON	(Near Toronto)	Limited	Υ	Υ
5	T3708	Devonshire Mall	ON	Windsor	Devonshire Mall Limited	Y	Υ
6	T3715	Cloverdale Mall	ON	Toronto	Cloverdale Mall Inc.	Y	Y
7	T3753	Centre Mall	ON	Hamilton	Centre Mall Holdings Inc.	Y	Υ
8	T3668	Shoppers World Brampton	ON	Brampton (near Toronto)	1388688 Ontario Limited	Υ	Υ
					OMERS Realty Management		
9	T3636	Square One Shopping Centre	ON	Mississauga	Corporation	γ	У
			,		CF/Realty Holdings Inc. (as nominee for Ontrea		
10	T3706	Masonville Place	ON	London	[nc.]	Υ_	Υ
11	77743	Fact Verk Town Contro	ON	Taranto	Revenue Properties	γ	γ
12	T3742 T3759	East York Town Centre Guelph	ON	Toronto Guelph	Company Limited University of Guelph	Y	Y
				-, -, -, -, -, -, -, -, -, -, -, -, -, -	Lindsay Square Nominee		
13	T3560	Lindsay Square Mali	ON :	Lindsay	Inc. (Westcliff)	Υ	Y
14	T3572	Milton Mall	ON	Milton	Westpen Properties Ltd.	Υ	Y
1-1	13372	TAULOU WAII	ON	William	Westpen Properties Etd.		 _
15	T3608	Cambridge Centre	ON	Cambridge	Morguard Real Estate Investment Trust	Y	y
				Toronto			
16	T3639	Durham Centre	ON	(Ajax)	151516 Canada Inc. Ivanhoe Cambridge II	Υ	Y
17	T3738	Burlington Mall	ON_	Burlington	Inc.	Υ	Y
18	T3749	Aurora Centre	ON	Aurora	Morguard Realty Holdings Inc.	Y	γ
					Rickim Holdings (Ontario		
19	T3751	Gates of Fergus	ON	Fergus (Toronto) Hamilton	II) Inc.	<u> </u>	Y
20				49 41	B' 6- H-H	v	ا ا
20	T3761	Millcroft Centre	ON	(Burlington)	RioCan Holdings Inc. Flamborough Power	Υ	Y
21	T3762	Flamborough Power Centre	QN	Hamilton	Centre Inc.	Υ	Y
22	T3767	Taunton Road Power Centre	ON	Whitby	Montglen Holdings Inc.	Y	Y
23	T2772	Trinity Common	ON	Brampton (near Toronto)	Riotrin Properties (Brampton) Inc.	Y	Y
	T3773	ranky continos	OR	Toronto	Revenue Properties		
24 25	T3609 T3665	Centerpoint Mall Orillia Square	ON	(North York) Orilla	Company Limited RioCan Holdings Inc.	Y	Y
					West Edmonton Mall		
26				Edmonton	Ltd.	Y	Y
26	T3648	West Edmonton Mail	A8	Editionion		<u> </u>	1
27	T3694	West Edmonton Mail St. Albert Centre	AB	St. Albert	Ivanhoe Cambridge II Inc.	Y	Y
27_	T3694				Ivanhoe Cambridge II		Y
27 28	T3694 T3714	St. Albert Centre Market Mall	AB AB	St. Albert Calgary	Ivanhoe Cambridge II Inc. Market Mall Leaseholds Inc. RioKim Holdings	Y Y	Y
27_	T3694	St. Albert Centre	АВ	St. Albert	ivanhoe Cambridge II Inc. Market Mall Leaseholds Inc.	Y	
27 28	T3694 T3714	St. Albert Centre Market Mall Tillicum Mall	AB AB	St. Albert Calgary	ivanhoe Cambridge II Inc. Market Mall Leaseholds Inc. RioKim Holdings (Tillicum Centre) Inc. Discovery Harbour Shopping Centre Ltd.	Y Y	Y
27 28 29 30	T3694 T3714 T3760	St. Albert Centre Market Mall Tillicum Mall Discovery Harbour Shopping	AB AB 8C	St. Albert Calgary Victoria	Ivanhoe Cambridge II Inc. Market Mall Leaseholds Inc. RioXim Holdings (Tillicum Centre) Inc. Discovery Harbour	Y Y Y	Y
27 28 29	T3694 T3714 T3760	St. Albert Centre Market Mall Tillicum Mall Discovery Harbour Shopping	AB AB 8C	St. Albert Calgary Victoria Campbell River	ivanhoe Cambridge II Inc. Market Mall Leaseholds Inc. RioKim Holdings (Tillicum Centre) Inc. Discovery Harbour Shopping Centre Ltd. 2725312 Canada Inc.	Y Y	Y
27 28 29 30	T3694 T3714 T3760	St. Albert Centre Market Mall Tillicum Mall Discovery Harbour Shopping Centre	AB AB BC BC	St. Albert Calgary Victoria Campbell River Vancouver	Ivanhoe Cambridge II Inc. Market Mall Leaseholds Inc. RioKim Holdings (Tillicum Centre) Inc. Discovery Harbour Shopping Centre Ltd. 2725312 Canada Inc. and 2973758 Canada Inc. Bonnle Doon Shopping	Y Y Y Y	Y
27 28 29 30	T3694 T3714 T3760	St. Albert Centre Market Mall Tillicum Mall Discovery Harbour Shopping Centre	AB AB BC BC	St. Albert Calgary Victoria Campbell River Vancouver	Ivanhoe Cambridge II Inc. Market Mall Leaseholds Inc. RioKim Holdings (Tillicum Centre) Inc. Discovery Harbour Shopping Centre Ltd. 2725312 Canada Inc. and 2973758 Canada Inc. Bonnie Doon Shopping Centre (Holdings) Ltd.	Y Y Y	Y Y
27 28 29 30	T3694 T3714 T3760 T3508 T3690	St. Albert Centre Market Mall Tillicum Mall Discovery Harbour Shopping Centre Willowbrook Mall	AB AB BC BC	St. Albert Calgary Victoria Campbell River Vancouver (Langley)	Ivanhoe Cambridge II Inc. Inc. Market Mall Leaseholds Inc. RioKim Holdings (Tillicum Centre) Inc. Discovery Harbour Shopping Centre Ltd. 2725312 Canada Inc. and 2973758 Canada Inc. Bonnie Doon Shopping Centre (Holdings) Ltd. Shape Properties (Nanalmo Corp.)	Y Y Y Y	Y
27 28 29 30 31	T3694 T3714 T3760 T3508 T3690 T3710	St. Albert Centre Market Mall Tillicum Mall Discovery Harbour Shopping Centre Willowbrook Mall Bonnie Doon	AB BC BC AB	St. Albert Calgary Victoria Campbell River Vancouver (Langley) Edmonton	Ivanhoe Cambridge II Inc. Market Mall Leaseholds Inc. RioKim Holdings (Tillicum Centre) Inc. Discovery Harbour Shopping Centre Ltd. 2725312 Canada Inc. and 2973758 Canada Inc. Bonnie Doon Shopping Centre (Holdings) Ltd. Shape Properties (Nanalmo Corp.)	Y Y Y Y Y	Y Y
27 28 29 30 31 32 33	T3694 T3714 T3760 T3508 T3690 T3710 T3509	St. Albert Centre Market Mall Tillicum Mall Discovery Harbour Shopping Centre Willowbrook Mall Bonnle Doon Nanaimo North Town Centre	AB BC BC AB BC	St. Albert Calgary Victoria Campbell River Vancouver (Langley) Edmonton Nanaimo	Ivanhoe Cambridge II Inc. Market Mall Leaseholds Inc. RioKim Holdings (Tillicum Centre) Inc. Discovery Harbour Shopping Centre Ltd. 2725312 Canada Inc. and 2973758 Canada Inc. Bonnie Doon Shopping Centre (Holdings) Ltd. Shape Properties (Nanalmo Corp.) Investors Group Trust Co. Ltd. as trustee for Investors Real Property	Y Y Y Y Y Y	Y Y Y Y Y Y
27 28 29 30 31	T3694 T3714 T3760 T3508 T3690 T3710	St. Albert Centre Market Mall Tillicum Mall Discovery Harbour Shopping Centre Willowbrook Mall Bonnie Doon	AB BC BC AB	St. Albert Calgary Victoria Campbell River Vancouver (Langley) Edmonton	Ivanhoe Cambridge II Inc. Market Mall Leaseholds Inc. RioKim Holdings (Tillicum Centre) Inc. Discovery Harbour Shopping Centre Ltd. 2725312 Canada Inc. and 2973758 Canada Inc. Bonnie Doon Shopping Centre (Holdings) Ltd. Shape Properties (Nanalmo Corp.) Investors Group Trust Co. Ltd. as trustee for Investors Real Property Fund	Y Y Y Y Y	Y Y
27 28 29 30 31 32 33	T3694 T3714 T3760 T3508 T3690 T3710 T3509	St. Albert Centre Market Mall Tillicum Mall Discovery Harbour Shopping Centre Willowbrook Mall Bonnie Doon Nanaimo North Town Centre Scottsdale Centre Coquitlam Centre	AB BC BC AB BC	St. Albert Calgary Victoria Campbell River Vancouver (Langley) Edmonton Nanaimo	Ivanhoe Cambridge II Inc. Market Mall Leaseholds Inc. RioKim Holdings (Tillicum Centre) Inc. Discovery Harbour Shopping Centre Ltd. 2725312 Canada Inc. and 2973758 Canada Inc. Bonnie Doon Shopping Centre (Holdings) Ltd. Shape Properties (Nanalmo Corp.) Investors Group Trust Co. Ltd. as trustee for Investors Real Property	Y Y Y Y Y Y	Y Y Y Y Y Y
27 28 29 30 31 32 33 34 35	T3694 T3714 T3760 T3508 T3690 T3710 T3509 T3557 T3616	St. Albert Centre Market Mall Tillicum Mall Discovery Harbour Shopping Centre Willowbrook Mall Bonnie Doon Nanaimo North Town Centre Scottsdale Centre Coquitlam Centre Southdale Mall aka Southdale	AB BC BC AB BC BC AB BC	St. Albert Calgary Victoria Campbell River Vancouver (Langley) Edmonton Nanaimo Vancouver (Delta) Coquitiam	Ivanhoe Cambridge II Inc. Market Mall Leaseholds Inc. Rickim Holdings (Tillicum Centre) Inc. Discovery Harbour Shopping Centre Ltd. 2725312 Canada Inc. and 2973758 Canada Inc. Bonnie Doon Shopping Centre (Holdings) Ltd. Shape Properties (Nanalmo Corp.) Investors Group Trust Co. Ltd. as trustee for Investors Real Property Fund Pensionfund Realty Limited	Y Y Y Y Y Y Y Y Y	Y Y Y Y Y Y Y
27 28 29 30 31 32 33	T3694 T3714 T3760 T3508 T3690 T3710 T3509	St. Albert Centre Market Mall Tillicum Mall Discovery Harbour Shopping Centre Willowbrook Mall Bonnie Doon Nanaimo North Town Centre Scottsdale Centre Coquitlam Centre	AB BC BC AB BC	St. Albert Calgary Victoria Campbell River Vancouver (Langley) Edmonton Nanaimo Vancouver (Delta)	Ivanhoe Cambridge II Inc. Market Mall Leaseholds Inc. RioKim Holdings (Tillicum Centre) Inc. Discovery Harbour Shopping Centre Ltd. 2725312 Canada Inc. and 2973758 Canada Inc. Bonnie Doon Shopping Centre (Holdings) Ltd. Shape Properties (Nanalmo Corp.) Investors Group Trust Co. Ltd. as trustee for Investors Real Property Fund Pensionfund Realty Limited Devan Properties Ltd. OP Trust Retail Inc.	Y Y Y Y Y Y Y	Y Y
27 28 29 30 31 32 33 34 35 36	T3694 T3714 T3760 T3508 T3690 T3710 T3509 T3557 T3616 T3682	St. Albert Centre Market Mall Tillicum Mall Discovery Harbour Shopping Centre Willowbrook Mall Bonnie Doon Nanaimo North Town Centre Scottsdale Centre Coquitlam Centre Southdale Mall aka Southdale Centre	AB BC BC AB BC AB BC AB BC	St. Albert Calgary Victoria Campbell River Vancouver (Langley) Edmonton Nanaimo Vancouver (Delta) Coquitiam Winnipeg	Ivanhoe Cambridge II Inc. Market Mall Leaseholds Inc. RioKim Holdings (Tillicum Centre) Inc. Discovery Harbour Shopping Centre Ltd. 2725312 Canada Inc. and 2973758 Canada Inc. Bonnie Doon Shopping Centre (Holdings) Ltd. Shape Properties (Nanalmo Corp.) Investors Group Trust Co. Ltd. as trustee for Investors Real Property Fund Pensionfund Realty Limited Devan Properties Ltd.	Y Y Y Y Y Y Y Y Y Y Y Y Y	Y Y Y Y Y Y Y Y Y Y Y Y

-	A T#	B Shopping Centre Name	C Prov.	D City	E Landlord	F Sublease	G Sub-Subleas
							(Leaseback
	i						
1							
40	T3644	Kildonan Place Shopping Centre	MA	Winnipeg	Kildonan Place Shopping Centre Ltd.	Y	Υ
	13044	Kildonan Place Shopping Centre	IVIA	wininpeg	centre tto.	1	<u> </u>
41	T3763	Shoppers Mall	MA	Brandon	Devan Properties Ltd. Ivanhoe Cambridge II	Y	Y
42	T3770	Millwoods Town Centre	AB	Edmonton	tnc.	Y	Υ
43	T3772	Chinook Centre	AB	Calgary	Ontrea Inc. Bower Place (Red Deer)	Y	Υ
44	T3624	Bower Place	АВ	Red Deer	Limited	Y	Y
45	T3719	Pine Centre Mali	ВC	Prince George	Pine Centre Holdings Inc.	Y	Y
16		61	4.5	Edmonton (Sherwood	Sherwood Park Mali	.,	
46	T3564	Sherwood Park Mall	AB	Park)	Limited	У	Y
47	T3538	Forest Lawn Shopping Centre	AB	Calgary	Bentall Kennedy	Y	Y
48 49	T3512 T3519	Driftwood Mall South Hamilton Square	BC	Courtenay Hamilton	Driftwood Mail Ltd. RioCan Holdings Inc.	Υ Υ	Y
7,7	13313	300til Hallinton Square	014	Hamilton	Riocan Holdings (Five	<u> </u>	<u>'</u>
50	T3559	Five Points Mall	ON	Oshawa	Points) Inc.	Y	Y
51	T3591	Cataraqui Town Centre	ON	Kingston	Cataraqui Holdings Inc.	Y	Y
				-	Sleeping Bay Building		
52	T3614	Medicine Hat Mall	AB	Medicine Hat	Corp. and Sears Canada Inc.	Y	Y
32	13014	Medicine Hat Mail	AD	Wedichie Hat	IIIQ.		
					Morguard Corporation and Bramalea City		
				Brampton	Centre Equities Inc. (per		ł
53	T3623	Bramalea City Centre	ON	(near Toronto)	2007 Amendment)	Υ	Y
					60 Martindale Cresent		!
54	T3671	Meadowland Power Centre	ON	Ancaster	(Hamilton) Limited	Y	Y
55	T3698	Orchard Plaza Shopping Centre	BC	Kelowna	McIntosh Properties Ltd	Υ	Y
56	T3754	Signal Hill Contro	АВ	Calgary	RioCan Holdings Inc. & Riotrin Properties Inc.	Y	Y
50	15/34	Signal Hill Centre	Ab	Coigary	First Capital (Stoney	<u>'</u>	-
57	T3524	Queenston Place	ON	Hamilton	Creek) Corporation	Y	Υ
58	T3533	Thames-Lea Plaza	ON	Chatham	Brad-Lea Meadows Limited	Y	Y
			-		Centre At Circle and		
59	T3766	The Centre at Circle & Eighth	SK	Saskatoon	Eighth Property Inc (Morguard)	Y	Y
60	T3507	Intercity Shopping Centre	ON	Thunder Bay	Redcliff	Y	Y
					Goldmanco Incorporated		
61	T3630	1899 Algonquin Avenue	ON	North Bay	Goldinasico incorporaced	Y	Y
					Calloway Reit		
62	T3642	Laurentian Power Centre	ON	Kitchener	(Laurentian) Inc.	Y	Y
		:			Doral Holdings Limited		
63	T3645	Seaway Mall	ON	Welland	and 430635 Ontario Inc. Calloway Reit (Hopedale)	Y	Υ.
64	T3670	Hopedale Mall	ON	Oakville	Inc.	Y	Y
6F	7-92-4-7	The Mell of Lauren Height	SK	Saskatoon	3934390 Canada Inc.	Y	Y
65	T3577	The Mall at Lawson Heights	31	Saskatotti	1532652		
66	T3728	Northgate Mall	SK	Regina	Ontario Limited	Y	Y
67	T3547	Les Galeries Gatineau	QC	Gatineau	Canpro Investments Ltd.	Y	Y
					Los Divissos Ehannia		1
	1			Quebec	Les Rivieres Shopping Centre Limited	İ	1
68	T3592	Les Rivieres Shopping Centre	QС	(Trois-Rivieres)		Υ	Υ
69	T3634	Place Portobello	qc	Montreal (Brossard)	9084-9837 Québec Inc.	,	Υ
					Les Galeries D'Anjou		"
70	T3647	Les Galeries D'Anjou	QC	Montréal (Anjou)	Leaseholds Inc.	Y	У
		1			Les Promenades St-		
71	T3709	Les Promenades St-Bruno	QC	Montréal (St-Bruno)	Bruno Leaseholds Inc.	Υ	Υ
72	T3725	Les Galeries Chagnon	QC	Lévis	I.G. Investment Management Ltd.	Y	٧
	_				<u> </u>	<u> </u>	
73	T3755	Place Laurier	QC	Québec	Ivanhoé Cambridge Inc. Riokim Holdings (Quebec		Υ
1					I		

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\sqcup	A	В	<u> </u>	D	E	F	G
	T#	Shopping Centre Name	Prov.	Clty	Landlord	Sublease	Sub-Sublease
	;						(Leaseback)
1				Ottawa	Hazeldean Mall (L)	<u> </u>	
75	T3511	Hazeldean Mall	ON	(Kanata)	(Bentall)	Y	Y
76	T3522	County Fair Mall	ON	Smiths Falls	RioCan Holdings Inc.	Y	Υ
77	T3705	Place Versailles	QC	Montreal	Place Versailles Inc.	Y	Υ
78	T3576	Carrefour St. Georges	QC	St-Georges de Beauce	9130-1093 Quebec inc.	ΥΥ	Y
79	T3613	Carrefour Rimouski	QС	Rimouski	9130-1168 Québec Inc.		<u>Y</u>
	1				Canadian Property Holdings (Nova Scotia)		
80	T3652	Bayers Lake Power Centre	N\$	Hatifax	inc.	Y	Υ
81	T3731	Bedford Place Mall	NS	Bedford	Halifax 1658 Bedford Highway Inc.	Υ	Y
82	T3743	Place Fleur De Lys	QC	Québec	Place Fleur de Lys GP Inc.	Y	Y
0.7					Capital City Shopping		
83	T3746	Billings Bridge Plaza	ON	Ottawa	Centre Limited Place D'Orleans Holdings	Y	Υ
84	T3764	Place D'Orleans	ON	Ottawa (Orleans)	Inc. Faubourg Boisbriand	<u> </u>	. У
85	T3765	Faubourg Boisbriand	QC	Boisbriand	Shopping Centre Holdings Inc.	Y	Y
86	T3697	Mic Mac Mall	NS	Dartmouth	Mic Mac Mall Limited Partnership	Υ	γ
87	T3718	Les Galeries Joliette	QС	Joliette	Les Centres d'Achats Beauward Ltée	Y	Y
88	Т3769	Place Vertu	QC	Montréal (St-Laurent Borough)	Place Vertu S.E.N.C.	Y	Y
89	T3505	Bayshore Shopping Centre	ON	Ottawa (Nepean)	ivanhoe Cambridge	Υ	У
90	13693	Carrefour St-Eustache	QC	St-Eustache	Beauward Shopping Centre Ltd.	Y	У
91	T3730	Niagara Pen Centre	ON	St. Catharines (Niagara Falls)	OPB Realty Inc. Carrefour de l'Estrie	ΥΥ	Y
92	т3590	Carrefour de l'Estrie	QC	Montreal (Sherbrooke) Westmount	Holdings Inc. Homburg Real Estate	<u> </u>	Y
93	T3704	Place Alexis Nihon	QС	(Montréal)	Trust Carrefour Richelieu	Y	Y
94	T3516	Carrefour Richelieu	QС	St-Jean-sur-Richelieu	Realties Ltd.	Y	Y
95	T3575	Cottonwood Mail	8C	Chilliwack Vancouver	2046459 Ontario Inc. Nariand Properties	Υ	Υ
96	T3586	Haney Place Mali	вс	(Maple Ridge) Montréal (Pointe-	(Haney) Ltd.	<u> </u>	Y
97	T3610	Terrarium Shopping Centre	QC	Claire) Vancouver	Centre Terrarium Inc.	Υ	Y
98	T3617	Surrey Place	BC	(Surrey)	F49	Y	Y
99	T3628	Meadowlands Shopping Centre	ON	Ottawa-Gatineau Toronto	ADMNS Meadowlands Investment Corporation	Υ	Y
100	т3666	Hillcrest Mali	QN	(Richmond Hill)	Ontrea Inc.	у	Υ
101	T3672	Conestoga Mali	ON	Kitchener	lnc.	Υ	Y
102	T3699	Stratford Mali	ON	Stratford	RioCan Holdings Inc.	<u>'</u>	Y
103	T3702	Place Longueuil	QC	Montreal (Longueuil)	9090-7155 Québec inc.	Y	Y
104	T3713	Sunridge Mall	АВ	Calgary	Sunridge Mall Holdings Inc.	Υ	Υ
105	T3717	Metropolis at Metrotown Centre	вс	Vancouver (Burnaby)	Ivanhoe Cambridge II Inc.	Y	Y
106	T2722	Calast Causes	NL	St John's	Homburg L.P. Management	v	
106	T3732 T3739	Cabot Square Abbotsford Power Centre	BC	St. John's Abbotsford	Incorporated, Riokim Holdings	Y	Y
108	T3747	Grant Park Shopping Centre	MA	Winnipeg	Grant Park Ventures Inc.	ΥΥ	Y
109	T3757	Clarington Town Centre	ON	Bowmanville	Halloway Holdings Limited	ΥΥ	Y
110	T3677	Sudbury Supermall	ON	Sudbury	RioCan Holdings (Sudbury) Inc.	Υ	Υ
		ı 1		I	1		1

	Α	В	C	Ð	[E	F	G
	T#	Shopping Centre Name	Prov.	City	Landlord	Sublease	Sub-Sublease (Leaseback)
1					:		:
				<u> </u>			
		Uptown Centre fka Fredericton			Crombie Developments		l .
112	T3550	Malt	NB	Fredericton	Limited	Y	Y
113	T3566	Northwest Centre	NB	Moncton	Northwest Plaza Ltd.	Υ	Y
]		Montreal (LaSalle	Carretour Richelieu		
114	T3595	Carrefour Angrignon	QC	borough)	Realties Ltd.	Y	Y
115					RioKim Holdings (PEI)		
115	T3637	Charlottetown Mall	PEI	Charlotte town	Inc.	Y	Y
116				l	Montez (Comer Brook)		
116	T3650	Cornerbrook Plaza	N1_	Corner Brook	Inc.	<u> </u>	Υ
117	T2655	A4 AB' A AB			The Cadillac Fairview		
118	T3655 T3552	McAllister Place	NB ON	Saint John	Corporation Limited	Υ	Y
110	13552	Westdale Plaza	_ UN	Mississauga	Paula-Dale Limited	Y	Υ
119	T3663	Biologica Town Control	A.,	Pickering	000 011		
פוו	T3663	Pickering Town Centre	ON	(Toronto)	OPB Realty Inc.	ΥΥ	Υ
120	T3696	Las Calarias Balla Caribala	o.c	046	Les Galeries De La	.,	
120	13090	Les Galeries De La Capitale	QC	Québec	Capitale Holdings Inc.	Y	Y
121	T3657	Carrefour du Nord	QC	St-Jérôme	Carrefour Richelieu Realties Ltd.	Y	Y
121	13037	Carresour do Noto	Ψ.	21-26101116	Realites Citi.		1
					Hillside Centre Holdings		
122	T3548	Hillside Shopping Centre	BC	Victoria	Inc. (Bentall)	Y	Y
,,,,	13340	Transide Shopping Centre	- DC	VICCOIIA	Kingsway Garden	· · · · · · · · · · · · · · · · · · ·	
123	T3561	Kingsway Mali	AB	Edmonton	Holdings Inc.	Y	Y
124	T3669	Sheridan Centre	ON	Toronto	Bentall	Y	Y
·-·		aniindon dentre	0	10,0,00	Dellan.	 :	,
125	13707	Woodbine Centre	ON	Toronto	2058790 Ontario Limited	Y	N
					The Erin Mills Town	· -	
126	T3646	Erin Mills Town Centre	ON	Mississauga	Centre Corporation	Y	Y
					RioKim Holdings		
127	T3658	Boulevard Centre II	ON	Ottawa St. Laurent	(Ontario) Inc.	Y	l y
							-
	ľ				Oakridge Centre		
128	T3711	Oakridge Centre	BĊ	Vancouver	Vancouver Holdings Inc.	Y	N
					Revenue Properties		
129	T3574	Prairie Mall	AB	Grande Prairie	Company Limited	Y	Y
		<u> </u>		Toronto			
130	T3768	Warden & Eglinton	ON	(Scarborough)	2076031 Ontario Limited	Υ	N
131	T3526	Lawrence Square	ON	Toronto	RioCan Holdings Inc.	Y	N
132	T7000	Centre Laval	qc	Laval	Homburg Trust (186)	Y	N
					First Niagara		
133	17001	Niagara Falls	ON	Niagara Falls	Developments Litd.	Υ	Υ
134	T7004	Barrie	QΝ	Barrie, ON	N/A	Y	Υ
<u> 135</u>	17006	Candiac	QC	Candiac	N/A	Y	Υ
		1		Stockyards	Riotrin Properties		
136	T7002	Stockyards	QN	Toronto	(Weston) Inc.	Y	Y

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SCHEDULE "B" EARLY TERMINATION PAYMENTS CALCULATION

PRIVILEGED AND CONFIDENTIAL ATTORNEY WORK PRODUCT

Target Canada Co

DRAFT

Summary of Estimated Early Termination Calculation

Early Termination Payment

Per clause 2.7 of the Assignment and Assumption Agreement (Master Agreement):

If Target Canada decides to terminate the Sublease for particular premises, then Target Canada shall pay to Can Prop Co a payment ("Termination Payment") calculated as:

an amount equal to the present value (using a 7% discount rate) of the total remaining payments of Rent, as defined in Section 3(ii) of the Sublease, which were to be paid for the remainder of the Term as defined in 2(ii) of the Sublease plus the anticipated value of the remaining Sublease term to Can PropCo.

The Termination Payment shall be due within 60 days after the effective date of the Early Termination.

Process for Estimating Termination Payment

The following procedures were conducted to estimate the Termination Payment Target Canada Co would owe Prop Co within 60 days of terminating a Sublease:

1) Sublease (Leaseback) Agreement for one location, T3648-West Edmonton Mall, was reviewed to identify the clauses referenced in the Termination Calculation of 2.7 of the Master Agreement.

Note - Leaseback Agreements for each location were drafted with under the same template. Therefore the terms of T3648 are assumed to be consistent with the other Subleases. Further analysis may be required.

T3648 Terms:

- 3. Rent. Canada Co hereby agrees to pay Canada Property monthlyh an amount equal to:
- (i) the "Rent" as that term is defined in the Sublease, plus
- (ii) additional rent computed under the following formula: the total cost of the Real Property Improvements multiplied by 12.5% and then divided by 12.

In addition and if applicable, Canada Co hereby agrees to pay Canada Property additional rent in an amount agreed to in writing by the parties for unpaid rent and Real Property Improvements costs not recovered if the term of this Agreement ends before March 3, 2038

- 2. Term. The term of this Agreement commences on the Effective Date and expires on the date that is the earlier of:
- (i) xxx
- (ii) March 18, 2033

2) Following the language of 2.7 of the Master Agreement, the Termination Calc was estimated with the following methodology:

	Example	Notes
Real Property Cost	12,000,000	Estimated Monthly Markup (12.5% of the Real Property
Annual Markup %	12.50%	Improvement costs per store) based on the December
Annual Markup	1,500,000	Leaseback calc payment.
	12	
Monthly Markup	125,000	Multiplied by the Remaining Term of the Leaseback as
		defined in Section 2(ii)
Multiplied by:		(Note: Following the T3648 Leaseback Agreement, a full
Remaining Term (months)	280	20 year Term of the Leaseback has been used from the
Total Undiscounted	35,000,000	Effective Date of the Leaseback. The Remaining Term
		has been estimated based on a 1/31/2015 termination).
Present Value (at 7%)	17,324,622	

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		Treating leaseback as beginning 1/31/15 for PropCo to recover spend incurred				-	:			1														1															1 1 1							!											:	
		k as beginning turned					İ																						:		!					ļ			!																			
		reating leaseba																									٠		!	1	1							:		:		İ														:		
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		LB payments don't start until the later of LB elf date or to date, however GM of RP spend has incurred; LAR	i									:																	:								1											!						: :			PropCo	
		start until the l										İ																										1																			er subleased to	
	-	payments don'i RP spend has in																																:				٠				!	:				:										ILL term issues; never subleased to PropGo	
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	Calculated Termination Payment (PV with Discount Rate Applied)	\$8,197,135	\$13,383,	\$8.642.261	\$13,391	\$9,821,	\$17,434,	\$10,502	\$10,822,301	\$10,839,	\$12,384	\$11,810,916	\$15,432,	\$28,859,607	59,273,24	\$10,174	\$17,265,	\$10,007,	\$33,766,	\$12,355,	59,415,044	59 274	513,442,836	\$14,626,	\$11,575,989	\$18,032,	\$21,016,	\$18,091,506	\$15,013	23,504	\$42,030,	\$13.044.75R	\$22,054,0	\$11,198.	\$14,989,479	512,344,9	\$19.000	\$25,287,908	\$14,025	\$17,388,182	\$11,649,40	\$13,646,0	\$10,716.7	\$11,350,619	\$8,826,0	\$14,198,520	\$11,452,078	\$18,890,213	\$24,568,519	\$14,431,579	\$9,070,822	513,956,0	510,324,5	\$17,366,5	\$11,646,9	\$19,970,474	614 065 4	
	Cal Ten Annual (PV Discount Rate Rat	ř	200	£ %	7%	£	% %	× ×	×	*	2 }	£ ×	×	3%	× ×	*	7%	×	*	× 1	1 2	35	**	75	7%	×	¥	X.	*	K 3		2 2	**	7.8	×	2	- X	×	×	ž	*	* *	× ×	*	7%	×	2 X	* *	×	×	×	X 3	E 2	2 %	×	×	× 2	
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	# of Months Remaining Rent Paid Months of to Date Rent Due		Z :	2 %	Ю	2	21		19	₹.	93 7	3 2	[5]	9	2	2	21	52	Ξ	23	0 2	2 12	1 %	2	5	7	81	E :	= s	0	S X	3 1	82	9	7	Z :	3 9	7	24	18.	17	g 2	2 2	52	12	7	77	19	×	23	<u>5</u>	1 87 1-	1 0	9	i R	#	بره ا	1
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	n Total Months of Lesseback Term	210	5	500	210	12	215:	55	55	315	215	215:	98	510	- E	1 2	315,	215	អ	5	100		Sign	915	215	550	212	213	25	970	770	915	215	315	215	5 1		32	115	13	215	S S	SIC	312	312	2	51	115	215	516	5	<u>:</u>	11.	217	133	SIC	SE	2
	teaseback Early Termination Oate	2/25/2	2027	2/25/2015	2/22/2		2/25/2015:	1	;	_	. T.	2/25/2015:		-1	2/25/2015	-	2/25/2015			}.	. <u> </u>	-	2/25/2015			2/25/2015						+	 -				ļ	1	ļ.	2/22/2015	+	,	ī	2/22/2015			2/25/2015	╀	2/25/2015	2/22/2		┿	+		-	2/25/2015	A LOS CA	
	Monthly Markup Rent	63,293	107,886	70,007	108,828	78,801	119,680	84,560	86,832	87,374	112,567	95,517	123,621	228,482	137 709	82,420	139,174	81,324	267,334	99,923	70,512	75.377	108,890	116,870	92,879	145,357	167,926	144,557	125,657	100 003	76,088	106,009	176,219	89,854	120,827	99,997	159.021	203,841	113,612	138,937	53,904	109,488	85,630	92,242	71,150	115,011	92,313	151.564	119,011	115,313	83,033	111,513	117.637	138,768	94,445	159,571	114 305	-
	af Markup	759,517	1,294,629	840.052	1,305,932	945,615	1,686,391	1,015,918	1,041,982	1,048,491	1,352,001	1,146,207	1,485,855	2,741,787	1,650,497	989.036	1,670,087	975,882	3,208,009	1,199,075	916,147	200 000	1,306,682	1,402,440	1,114,548	1,744,283	2,015,108	1,734,686	1,520,001	770,007	923 866	1777113	2,114,628	1,078,244	1,449,926	1,199,966	1 908 404	2,446,089	1,363,345	1,657,248	1,125,842	1,313,860	1.027.562	1,106,902	853,802	1,380,136	1,107,755	1,818,769	2,388,129	1,383,757	996,401	1,338,160	1 111 567	1.655,214	1,133,336	1,914,849	1 371 655	1,514,000
	Investment Annu Markup Rent	12.50%	12.50%	12,50%	12,50%	12.50%	12.50%	12.50%	12.50%	12.50%	12.50%	12.50%	12.50%	12.50%	1		l i	12.50%		12.50%	12.50%	12.50%	12.50%	12.50%	12.50%	12.50%	12.50%	12.50%	17.50%	12 50%	12.50%	12.50%	12.50%	12.50%.	12.50%	12.50%	12.50%	12.50%	12.50%	12.50%	12.50%	12.50%	12.50%	12.50%	12.50%	12.50%	12.50%	12.50%	12.50%	12.50%	12.50%	12.50%	12.5U%	12.50%	12.50%	12.50%	12.50%	
	Current Investment Projection (Dec 18 In Calc)	6,076,133	10,357,032	6,720,417	10,447,459	7,564,920	13,491,128	8,127,343	8,335,860	8,387,928	10,816,008	9,169,654	11,886,839	21,934,298	5,098,499	7,912,288	13,360,699	7,807,058	25,664,075	9,592,603	6 755 571	7,235,710	10,453,453	11,219,519	8,916,387	13,954,262	16,120,861	13,877,487	2,250,010	17 355 738	7 390 844	10.176 90R	16,917,020	8,625,951	11,599,411	9,599,728	15 267 239	19,568,715	10,906,761	13,337,988	9,014,737	10,510,883	8.220.500	8,855,220	6,830,417	11.041,089	15 402 435	14.550.155	19,105,034	11,070,060	7,971,206	10,705,282	1, 219, 182	13,321,715	9,066,692	15,318,791	10.972.740	A Mark Company
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ж ркорист •	Leaseback Effective Date	1/29/2015	5/22/2013	3/19/2013	2/5/2013	7/23/2013	9/12/201	5/22/2013	1/23/2013	5/22/2013	9/17/201	4/9/2013	1/23/2013	1/23/2014	5102/17/6	3/19/2013	5/22/2013	2/5/2013	102/62/1	4/9/2013	5102/512 5107/51/0	2/5/2013	3/19/201	9/17/2013	1/23/2013	5/22/2013	9/17/2013	9/17/2013	107/77/5	0/12/201	2/5/2013	2/5/2013	9/17/2013	1/23/2013	5/22/201	3/19/2013	102/2016 102/2019	5/22/2013	3/19/2013	9/17/2013			<u>.</u>	2/5/2013	5/22/2013	3/19/2013	5/22/2013	ļ.,				9/17/2013			3/5/2013	9/17/2013	CLUZIUZII.	
TTORNEY WOR	Sublesse Effective e Date	4/8/2013	- 1	2/4/2013	2/4/2013	3/4/2013	3/4/2013	2/4/2013	3/4/2013	3/4/2013	4/8/2013	3 3/4/2013	3/4/2013	4/8/2013	2/4/2013	2/4/2013	2/4/2013	2/4/2013	4/8/201	4/8/201	107/6/7	107/8	107	4/201	107/8	4/2013	4 2013	4/2013	107	0.707.9	2007	2/4/2013	5/6/2013	4/8/2013	3/4/2013	2/4/2013	3/4/2013	3/4/2013	2/4/2013	3/4/2013	3/4/2013	3/4/2013	4/8/2013	2/4/201	2/4/2023	2/4/2013	3/4/201	3/4/2013	3/4/2013	4/8/2013	4/8/2013	3/4/2013	5/4/2013	3/4/2013	3/4/2013	3/4/2013	2/8/2013	2000
PRIVILEGED AND CONFIDENTIAL ATTORNEY WORK PRODUCT	Store Turnever Date	1/29/2015	5/22/2013	3/19/2013	1/17/2013	7/23/2013	5/22/2013	5/22/2013	7/23/2013	5/22/2013	9/17/2013	3/19/2013	8/23/2013	1/23/2014	2/11/2013	3/19/2013	5/22/2013	1/17/2013	1/23/2014	3/19/2013	0/13/2013	1/17/2013	3/19/2013	9/17/2013	7/23/2013	5/22/2013 2/	9/17/2013	10/3/2013	5/22/2013	5/12/2013	17777013	1/17/2013	9/17/2013	9/17/2013	5/22/201	3/19/2013	5/15/2013	5/22/2013	3/19/2013	9/17/2013	5/22/2013	1/23/2013	9/17/2013	1/17/2013	5/22/2013	3/19/2013	5/22/2013	8/23/2013	3/19/2013	9/17/2013	7/23/2013	5/17/2013	P102/52/1	9/17/2013	1/17/2013	9/17/2013	2/4/2010	
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Page 15 1997/001 1497/001 1497/001 1254.172 12565 1257/001	
1986 C. 20, 20, 20, 20, 20, 20, 20, 20, 20, 20,	
1966 05 592/2001 34/2001 572/2001	
1869 1873/2013 1944/2013 1973/2013 1854/2013 12490 1473/2013 1854/2013 1945/2013 1	
Table No. #11/1001 11/1001	
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1770 ON 1/1/2015	
17370 ON 11/17013 7/4/2013	
1797 QC	
Triple AB 31/1901 24/1901 34	
T3713 A8 91/17033 31/47031 91/17033 15.988,489 12.50% 2.074,811 17.1901 17.787015 240 18 222 74 51.588,763 T3714 A9 31.97031 17.47031 17.47031 17.57031	
T3718	
T3715 ON 1/17/2013 1/47/2013 1/5	
T3718 CC R73/2013 74/2013 71/2018 10,069,458 12,50% 12,596,822 194,890 27/37/2015 240 19 221 78 513,072,002	
T3719 BC 3/19/2013 2/4/2013 3/19/2013 9/10/2013 12/2014 17/20/2013 14/2013 17/20/2013 14/20/2013 1	
T3728 SK \$5/22/033 \$4/87/033 \$2/27/033 \$10,119.72 \$12.508 \$1.376.497 \$114.708 \$2/25/0315 \$24.01 \$21 \$21 \$79.	,.,,
13729 ON 1/17/2013 2/47/2013 2/57/2013 12/50/3318 12.50% 1.51.1965 1.65.139 1.71.1015 1.32 1.5 1.07 7% 51.0,073.73 1.71.1015 1.7	
13790 ON 10/3/003 34/2013 9/17/2013 19/19/201	
1372 N.	
T3737 A8 3/26/2013 2/4/2013 2/4/2013 2/5/2013 10,292,219 12,50% 1,285,217 107,211 2/25/2015 240 25 215 7% 513,293,655 T3738 ON	
13738 ON 1/17/2013 2/4/2013 2/5/2013 1/5/20	
T3742 ON	
13743 GC 8/33/2013 4/8/7013 7/23/2013 7/23/2013 7/23/2013 7/23/2013 7/23/2013 9,197,000 12.50% 1,195,005 95,802 2/15/7015 240 19 221 7% 510,385,188 9,177,001 1,172,103 9,197,000 12.50% 1,172,108 97,842 2/15/7015 240 15 221 7% 511,240,055 9,172,001 1,172,103 9,197,000 12.50% 1,172,108 97,842 2/15/7015 240 18 222 7% 511,240,055 9,172,001 1,172,003 9,197,001 1,172,108 97,842 2/15/7015 240 18 222 7% 511,240,055 9,102,005 9,172,001 1,172,003	
T3747 No. 9/17/2013 3/47/2013 2/47/2013 2/47/2013 2/5/2013 8,305,861 12,50% 1.74,1008 97.842 2/15/2015 240 25 215 7% 512,245,085	
\$\frac{13749}{13751} \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	
13751 ON 1/17/2013 2/47/2013 2/5/2013 5,880,293 12,50% 86,037 7),670 2/25/2015 240 25 215 7% 58,849,158	
T3754 AB 5/22/2013 2/4/2013 5/22/2013 10,396,696 12.50% 1.299,587 108,299 2/25/2015 240 21 219 7% 513,435,256 T3755 QC 8/23/2013 3/4/2013 7/23/2013 10,797,001 12.50% 1.349,625 112,469 1.715/2015 240 19 221 7% 514,075,591 73757 ON 9/17/2013 3/4/2013 9/17/2013 10,934,499 12.50% 1,868,812 113,991 2/25/2015 240 18 222 7% 514,075,591 9 73759 ON 12/27/2012 2/4/2013 2/5/2013 7,144,753 12.50% 893,694 74,425 2/25/2015 240 25 2.25 7% 514,25,854 9 73759 ON 12/27/2012 2/4/2013 2/5/2013 7,144,753 12.50% 893,694 74,425 2/25/2015 240 25 2.25 7% 51,258,613 9	
T3755 QC 8/23/2013 3/4/2013 7/23/2013 10,797,001 12.50% 1,349,615 112,469 7/25/2015 240 19 211 7% 51,40,275 51,755 17375 ON 12/27/2013 3/4/2013 3/4/2013 10,797,001 10,393,499 12.50% 1,356,812 113,901 2/25/2015 240 18 222 7% 54,425,454 13,425,456 13,425,436 13,	
T3759 ON 12/27/2012 2/4/2013 2/5/2013 7,144,753 12.50% 893,094 74,425 2/25/2015: 240 25 215 7% 59,158,143	
T3761 ON 1/1/7/2013 1/4/2013 2/5/2013 1 7,069,904 12.50% 883,738 73,645 2/25/2015 240 25 215 7% 59,052,201 :	
T3762 ON 1/17/2013 2/4/2013 2/5/2013 5.953,531 12.50% 869,191 72,433 2/25/2015 240 25 215 7% \$8,913,035	
T3764 ON 7/23/2013 4/8/2013 7/23/2013 9.512.498 12.50% 1.201.552 100.130 2/25/2015 240 19 721 7% \$12,479,739	··· · · · · · · · · ·
T3765 QC 8/23/2013 4/8/2013 7/23/2013 7,053,476 12.50% 881,685 73,474 2/25/2015 240 19 221 7% 59,157,406	
T3766 SK 5/22/2013 2/4/2013 5/22/2013 11,138,930 12.50% 1,392,365 116,031 2/25/2015 240 21 219 7% 514,394,416 T3767 ON 1/17/2013 2/4/2013 2/5/2013 7,139,954 12.50% 892,494 74,375 2/25/2015 240 25 215 7% 59,151,992	
73768 ON 2/2/2017 4/8/2013 12.50%: - 2/25/2015 240 7% 50 1b date w/h/b 2/2/2017; spend to date is "45k; pass; immat	
T3769 QC 7/23/2013 3/4/2013 7/23/2013 11,548,382 12.50% 1,443,548 120,296 2/25/2015 240 19 221 7% \$14,993,064	
T3770 AB 3/19/2013 2/4/7013 3/19/2013 12,323,403 12,323,403 12,50% 1,540,425 128,369 2/15/2015 240 24 216 7% 515,847,538 173772 AB 3/19/2013 2/4/2013 3/19/2013 15,745,412 12,50% 1,589,176 164,015 2/15/2015 240 24 216 7% 520,248,142	
T3773 ON 1/17/2013 2/4/2013 2/5/2013 8.132,966 12.504 1.016,613 84,718 2/25/2015 240 25 215 7% \$10.424,757	
	ating leaseback as beginning 1/31/15 for PropCo to
T7000 QC 9/17/2013 2/4/2013 1/31/2015 15,266,995 12.50% 1,909,374 159,031 2/25/2015 240 1 239 7% \$20,598,908 1/01/2015 so not in fa or ib but should include recover	over spend incurred
T7001 ON 5/22/2013 5/32/2013 5/32/2013 12,423,3322 12,50% 1,552,915 129,410 2/25/2015 240 21 219 7% 515,054,188 51	
T7003 QN N/A 1/29/2015 12.50% - 2/25/2015 24D 1 239 7% 50 Terminated	
T7004 ON 6/12/2014 8/5/2013 6/12/2014 18,899,365 12.50% 2,362,421 196,868 2/15/2015 240 9 231 7% \$25,109,581 T7006 QC 6/12/2014 6/12/2014 17,379,268 12.50% 2,172,409 181,034 2/15/2015 240 9 231 7% \$23,089,990	
1700 U.	

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		Turnover 6/15/2017; no ro spend	not subleased	not subleased	terminated								nd 15 years.			date an adomonal payment.				old not include stores without creastack Effective Dates if no spend was reported by FA However, if RP spend was incurred by PropCo, we've assumed that a termination would						
Calculated Termination Payment (PV with Discount	Rate Applied					51.911.494.2421	\$30,783,451	\$1,942,277,694				-	(ii). Term-20 years for majority of leases; note handful have been changed to reflect a few at 11 and 15 years.	nen divided by 12		• Do not tack on an additional 5 years - anguage in paragraph 3 of leasebacks does not seem to mandate an additional payment.				nd was reported by FA. However	nd T7000)		2014		ination Dates	
	Discount Rate			-		o adjustment)	13 - Aug 2014)	Total Termination Payment					nandful have been	ed by 12.5% and th		paragraph 3 of lea				re Dates if no spen	nred (see T3505 an	Begin Dates	prepared in Dec 2		d Leaseback Termi	
***	ta Date Rent Oue	-				Termination Payment (orlor to adjustment)	rent period Feb 201	Total Termins	-	115 version	-		ity of leases; note l	rovements multipli.	1	years - language ii	; 		atlon date	t Leaseback Effecth	er its expenses incu	se and Leaseback E	revenue calculation		014" for Subjease an	
	240					Termination	seback Markup Unpaid (for rent period Fcb 2013 - Aug 2014)			1- Cakulation Notes - 1.28.2015 version	uscehack sereament)	norw office mineral	erm- 20 years for major.	(iii), Rent= Real Property Improvements multiplied by 12,5% and then divided by 12	The state of the s	to not tack on an additional 5	Tiponia.	L	Ised 2/24/2015 as the termination date	ot include stores withour	apply so that PropCo can recover its expenses inturred (see T3505 and T7000	3. Reference to Tab "Leaseback Info" for Sublease and Leaseback Begin Dates	- Dates agree to the Leaseback revenue calculation prepared in Dec 2014	200	4. Reference to Tab ProptIC- Update 10.19.2014 for Sublease and Leaseback Termination Dates	
ack ation To	10 Leaseba 2/25/2015	-					Adjust for Leasebac	-		Early Termination- Cak	1 Doc Subjects It name		- 2(ii), T	3(0), 8		-00 50		2. Assumptions	-	o piqua	apply s.	eference to Tab 'Le	- Dates		eference to lap +1	
	Markup Rent Date 397.547 272		-			15.441.075	.			Ear	-		- !			-	-	2.A						1.	z i	
al Markup Mont	4,770,562					185,292,902	.L.				1	1					-		i					- -	-	
Ivestment Annui	Markup Rent 12.50%	12.50%	12,50%	12.50%	12.50%		-					; 				-	-	- 					-			
int intent itlan (Dec LB	Calc) 38,164,493					3.482.343.219	185,292,902																-			
	Effective Date 8/28/2014	later	sones	sanes	nated	Totals	- -			-		 				Ī					-					
256 live	Turnover Bate Date 8/28/2014	TBD - will be executed	Not in Structure - LL Issues	Not In Structure - 1L	Agreement was term					-		-	j	-					-		-					
	Province Turno	8	ე <u>მ</u>		MB						- -					1	-								-	
į	17012	T3526	T3534	T3744	13570	1	i				<u> </u>										1					

SCHEDULE A.6 2014 LEASEBACK RENT COMPUTATION

(LBB) FY14 Leaseback Support - Part B

Note: Prop LP (subsequently Prop LLC) built out the subleased properties and leased them back to Target Canada Co (with a markup due to the additional investment). The below detail is a summary of the leaseback rent expense PropLLC charged to Target Canada Co for FY14. The supporting tabs include leaseback base rent and mark-up schedules which agree to the GL detail without exception.

	2014 Charges		
/LBB2	76,472,653.61		Base Rent (Feb-Nov)
/LBB3	145,568,043.16		Mark -up (Feb - Nov)
/LBB4	7,158,488.24		Base Rent (Dec)
/LBB4	15,218,750.95		Mark up (Dec)
-	244,417,935.97	-	
/LBB5	8,791,058.26		January Base + Markup (allocated)
/LBB1	253,208,994.23	/3	Total FY14 Leaseback rent expense
-			

Company Code	Account	Document Date	Posting Date		Amount in LC	Local Currency	Amount in loc.cur	Local currency 2	Text	Posting Period	Trading Partner	Profit Center	Document Number
2001	7062630	11/29/2014	11/29/2014		63,200,753	CAD	56,566,298	USD	FINRPTG/Accrue Leaseback for Sept-Nov FY14	10		9730	400001272
2001	7062630	11/29/2014	11/29/2014		(63,200,753)	CAD	(56,566,298)	USD	FINRPTG/Accrue Leaseback for Sept-Nov FY14	10		9730	400001277
2001	7062630	11/29/2014	11/29/2014		63,200,753	CAD	56,566,298	USD	FINRPTG/Accrue Leaseback for Sept-Nov FY14	10	TP2006	9730	400001281
2001	7062630	11/29/2014	12/16/2014		(63,200,753)	CAD	(56,566,298)	USD	FINRPTG/Accrue Leaseback for Sept-Nov FY14	11		9730	400001352
2001	7062630	11/29/2014	12/16/2014		(63,200,753)	CAD	(56,566,298)	USD	FINRPTG/Accrue Leaseback for Sept-Nov FY14	11	TP2006	9730	400001354
2001	7062630	1/3/2015	1/3/2015		63,200,753	CAD	56,566,298	USD	FINRPTG/CORRECT SEPT-NOV LEASEBACK	11	TP2006	9730	116085070
2001	7062630	1/3/2015	1/3/2015		63,200,753	CAD	56,566,298	USD	FINRPTG/CORRECT SEPT-NOV LEASEBACK	11		9730	116085229
2001	7062630	1/3/2015	1/3/2015		(63,200,753)	CAD	(56,566,298)	USD	FINRPTG/CORRECT SEPT-NOV LEASEBACK	11	TP2006	9730	116085229
2001	7062630	11/29/2014	1/12/2015		(63,200,753)	CAD	(56,566,298)	USD	FINRPTG/Accrue Leaseback for Sept-Nov FY14	12		9730	400001459
2001	7062630	11/29/2014	1/12/2015		(63,200,753)	CAD	(56,566,298)	USD	FINRPTG/Accrue Leaseback for Sept-Nov FY14	12	TP2006	9730	400001461
2001	7062630	11/29/2014	1/12/2015		63,200,753	CAD	56,566,298	USD	FINRPTG/Accrue Leaseback for Sept-Nov FY14	12		9730	400001576
2001	7062630	11/29/2014	1/12/2015		63,200,753	CAD	56,566,298	USD	FINRPTG/Accrue Leaseback for Sept-Nov FY14	12	TP2006	9730	400001580
2001	7062630	12/31/2014	12/31/2014		3,814,730	CAD	3,285,728	USD	FINRPTG/CANADA LEASEBACK DEC2014	11	TP2006	9730	115794632
2001	7062630	1/3/2015	1/3/2015		(3,814,730)	CAD	(3,285,728)	USD	FINRPTG/CORRECT SEPT-NOV LEASEBACK	11	TP2006	9730	116085070
					0	CAD	0	USD					
2001	7062630	5/21/2014	5/30/2014	/LBB6	74,138,843	CAD	67,979,867	USD	FINRPT/CANADA LEASEBACK MAY2014	4	TP2006	9730	105191695
2001	7062630	6/26/2014	7/1/2014	/LBB7	19,770,358	CAD	18,451,104	USD	FINRPTG/CANADA LEASEBACK MAY2014	5	TP2006	9730	106600133
2001	7062630	9/26/2014	9/26/2014	/LBB8	63,200,753	CAD	56,896,609	USD	FINRPTG/CANADA LEASEBACK SEPT2014	8	TP2006	9730	110804772
2001	7062630	1/3/2015	1/3/2015	/LBB9	67,015,483	CAD	57,722,208	USD	FINRPTG/CORRECT SEPT-NOV LEASEBACK	11	TP2006	9730	116085070
2001	7062630	1/14/2015	1/14/2015		29,083,557	CAD	23,075,649	USD	FINRPTG/FY14 Leaseback Adjustments	12	TP2006	9730	116847537
					253,208,995	CAD	224,125,437	USD					

224,125,437 Leaseback rent expense through 1/3/2015

29,083,557 Adjustment booked for 1/14/15 253,208,995 Total FY14 expense LE

(LBB2) Canada Leaseback Model Base Expense by month (Feb-Nov) FYE 2014

	ncation Leaseback				7.50	Leaseback	Rent											
(T#) T3505	Province ON	Leaseback Effective Date 1/29/2015	February	March	April	May	June	July	August	September	October	November	FYE 2014 Rent Paid	Markup	FYE 2014 Base Rent + Markup	GST/HST	QST	FYE 2014 PAYMENT
T3505	ON	5/22/2013	58,724	58,724	58,724	58,724	58,724	58,724	58,724	58,724	58,724	58,724	587,236	1,078,857	1,666,093	216,592	1-	1,882,685
T3508	BC	3/19/2013	52,793	52,793	52,793	52,793	52,793	52,793	52,793	52,793	52,793	52,793	527,934	840,123		68,403		1,436,460
T3509	BC	3/19/2013	78,024	78,024	78,024	78,024	78,024	78,024	78,024	78,024	78,024	78,024	780,244	700,043		74,014		1,554,302
T3510	ON	2/5/2013	65,571	65,571	65,571	65,571	65,571	65,571	65,571	65,571	65,571	65,571	655,708	1,088,277	1,743,985	226,718		1,970,703
T3511	ON	7/23/2013	56,278	56,278	56,278	56,278	56,278	56,278	56,278	56,278	56,278	56,278	562,781	788,012	1,350,793	175,603		1,526,396
T3511	BC	5/22/2013	35,740	35,740	35,740	35,740	35,740	35,740	35,740	35,740	35,740	35,740	357,403	1,405,326		88,136		1,850,866
T3512	QC	9/17/2013	33,756	33,756	33,756	33,756	33,756	33,756	33,756	33,756	33,756	33,756	337,558	1,196,800	1,534,358	76,718	153,052	1,764,128
T3519	ON	5/22/2013	58,253	58,253	58,253	58,253	58,253	58,253	58,253	58,253	58,253	58,253	582,531	846,598	1,429,129	185,787	133,032	1,614,916
T3522	ON	7/23/2013	26,907	26,907	26,907	26,907	26,907	26,907	26,907	26,907	26,907	26,907	269,071	868,319	1,137,390	147,861		1,285,250
T3524	ON	5/22/2013	61,679	61,679	61,679	61,679	61,679	61,679	61,679	61,679	61,679	61,679	616,785	873,742		193,769		1,684,296
T3524	ON	N/A	61,679	61,679	-	01,075	01,075	01,079	01,075	01,079	01,075	01,075	010,785		1,450,327	193,703		1,004,230
T3530	NS	9/17/2013	43,555	43,555	43,555	43,555	43,555	43,555	43,555	43,555	43,555	43,555	435,550	1,126,667	1,562,217	234,333		1,796,550
T3533	ON		23,556	23,556		23,556	23,556	23,556	23,556	23,556	23,556	23,556	235,555	959,913		155,411		1,350,879
T3534	BC	5/22/2013 N/A	25,556	23,330	23,556	25,556	25,556	25,550	23,330	25,556	23,336	25,556	253,333	239,213	1,193,400	155,411		1,550,675
T3538	AB	4/9/2013	32,083	32,083	32,083	32,083	32,083	32,083	32,083	32,083	32,083	32,083	320,833	955,172		63,800	1.6	1,339,806
T3547	QC	8/23/2013	52,957	52,957	81,019	81,019	81,019	81,019	81,019	81,019	81,019	81,019	754,067	1,238,212	10.00	99,614	198,730	2,290,623
T3548	BC	1/23/2014	106,131	125,563	125,563	125,563	125,563	125,563	125,563	125,563	125,563	125,563	1,236,194	2,284,823	3,521,016	176,051		3,697,067
T3550	NB	9/17/2013	37,974	37,974	37,974	37,974	37,974	37,974	37,974	37,974	37,974	37,974	379,741	843,594	1,223,335	159,033		1,382,368
T3552	ON	9/17/2013	16,875	16,875	16,875	16,875	16,875	16,875	16,875	16,875	16,875	16,875	168,750	1,377,081	1,545,831	200,958	-	1,746,789
T3557	ВС	3/19/2013	56,822	56,822	56,822	56,822	56,822	56,822	56,822	56,822	56,822	56,822	568,215	824,197		69,621	4	1,462,032
T3559	ON	5/22/2013	63,716	63,716	63,716	63,716	63,716	63,716	63,716	63,716	63,716	63,716	637,159	1,391,740	The state of the s	263,757	-	2,292,656
T3560	ON	2/5/2013	33,333	33,333	33,333	33,333	33,333	33,333	33,333	33,333	33,333	33,333	333,333	813,235		149,054		1,295,622
T3561	AB	1/23/2014	-	101,905	101,905	101,905	101,905	101,905	101,905	101,905	101,905	101,905	917,148	2,673,341	3,590,489	179,524		3,770,014
T3564	AB	4/9/2013	55,648	55,648	55,648	55,648	55,648	55,648	55,648	55,648	55,648	55,648	556,485	999,230		77,786		1,633,500
T3565	ON	2/5/2013	57,135	57,135	57,135	57,135	57,135	57,135	57,135	57,135	57,135	57,135	571,350	765,122		173,741		1,510,214
T3566	NB	9/17/2013	48,332	48,332	48,332	48,332	48,332	48,332	48,332	48,332	48,332	48,332	483,315	704,851		154,462	10	1,342,628
T3570	MB	N/A	-	-	40,002	+0,002	-		-40,552	40,002	40,552			, 0.,,052	-	-		-
T3572	ON	2/5/2013	71,010	71,010	71,010	71,010	71,010	71,010	71,010	71,010	71,010	71,010	710,100	753,720	1,463,820	190,297		1,654,117
T3574	AB	3/19/2013	70,145	70,145	70,145	70,145	70,145	70,145	70,145	70,145	70,145	70,145	701,450	1,088,901	1,790,351	89,518		1,879,869
T3575	BC	9/17/2013	12,653	12,653	12,653	12,653	12,653	12,653	12,653	12,653	12,653	12,653	126,532	1,168,700		64,762	_	1,359,993
T3576	QC	7/23/2013	22,632	22,632	22,632	22,632	22,632	22,632	22,632	22,632	22,632	22,632	226,323	928,790	1,155,114	57,756	115,223	1,328,092
T3577	SK	5/22/2013	28,012	28,012	46,977	29,762	29,762	29,762	29,762	29,762	29,762	29,762	311,336	1,453,569	1,764,905	88,245	110,220	1,853,150
T3586	BC	9/17/2013	46,281	46,281	180,091	52,531	52,531	52,531	52,531	52,531	52,531	52,531	640,366	1,679,256	2,319,622	115,981	4	2,435,603
T3590	QC	10/3/2013	82,080	82,080	82,080	82,080	82,080	82,080	82,080	82,080	82,080	82,080	820,803	1,445,572	2,266,374	113,319	226,071	2,605,764
T3591	ON	5/22/2013	64,778	64,778	64,778	64,778	64,778	64,778	64,778	64,778	64,778	64,778	647,778	1,266,668	1,914,445	248,878	220,071	2,163,323
T3592	QC	7/23/2013	34,341	34,341	34,341	34,341	34,341	34,341	34,341	34,341	34,341	34,341	343,408	767,406	1,110,814	55,541	110,804	1,277,159
T3595	QC	9/17/2013	65,133	65,133	65,133	65,133	68,376	68,376	68,376	68,376	68,376	68,376	670,788	1,808,931	2,479,719	123,986	247,352	2,851,057
T3608	ON	2/5/2013	71,334	71,334	71,334	71,334	71,334	71,334	71,334	71,334	71,334	71,334	713,338	769,880	1,483,217	192,818	147,352	1,676,035
T3609	ON	2/5/2013	49,780	49,780	49,780	49,780	49,780	49,780	49,780	49,780	49,780	49,780	497,797	1,060,095	1,557,891	202,526	12	1,760,417
T3610	QC	9/17/2013	41,085	41,085	41,085	41,085	41,085	41,085	41,085	41,085	41,085	41,085	410,846	1,762,190	2,173,036	108,652	216,760	2,498,448
T3613	QC	9/17/2013	34,206	34,206	34,206	34,206	34,206	34,206	34,206	34,206	34,206	34,206	342,056	898,537	1,240,592	62,030	123,749	1,426,371
T3614	AB	5/22/2013	33,333	33,333	33,333	33,333	33,333	33,333	33,333	33,333	33,333	33,333	333,333	1,208,272	1,541,605	77,080	123,745	1,618,686
T3615	BC	3/19/2013	22,903	22,903	22,903	22,903	22,903	22,903	22,903	22,903	22,903	22,903	229,029	999,972	1,229,000	61,450	2	1,290,450
T3616	BC	3/19/2013	69,793	69,793	69,793	69,793	69,793	69,793	69,793	69,793	69,793	69,793	697,925	747,718	1,445,643	72,282		1,517,925
T3617	BC	9/17/2013	62,153	62,153	62,153	62,153	62,153	62,153	62,153	62,153	62,153	62,153	621,529	1,590,336	2,211,866	110,593		2,322,459
T3623	ON	5/22/2013	60,408	60,408	60,408	60,408	60,408	60,408	60,408	60,408	60,408	60,408	604,075	2,038,408	2,642,483	343,523	-	2,986,006
T3624	AB	3/19/2013	62,541	62,541	62,541	62,541	62,541	62,541	62,541	62,541	62,541	62,541	625,405	1,136,121	1,761,526	88,076		1,849,602
	ON		68,702	68,702	68,702	68,702	68,702	68,702	68,702	68,702	68,702	68,702	687,022	1,389,374	2,076,396	269,931		2,346,327
T3628	ON	9/17/2013	63,581	63,581	63,581	63,581	63,581	63,581	63,581	63,581	63,581	63,581	635,812	939,035	1,574,847	204,730		1,779,577
T3630		5/22/2013								93,783	93,783			1,094,884			202,763	
T3634	QC	7/23/2013	93,783	93,783	93,783	93,783	93,783	93,783	93,783	95,783	93,783	93,783	937,832	1,094,884	2,032,716	101,636	202,763	2,337,115

Location		Leaseback											FYE 2014 Rent		FYE 2014 Base			
(T#)	Province	Effective Date	February	March	April	May	June	July	August	September	October	November	Paid	Markup	Rent + Markup	GST/HST	QST	FYE 2014 PAYMENT
T3636	ON	2/5/2013	49,120	49,120	49,120	49,120	49,120	49,120	49,120	49,120	49,120	49,120	491,199	1,703,475	2,194,674	285,308	-	2,479,981
T3637	PE	9/17/2013	37,763	37,763	37,763	37,763	37,763	37,763	37,763	37,763	37,763	37,763	377,627	856,302	1,233,929	172,750	•	1,406,679
T3639	ON	2/5/2013	81,970	81,970	81,970	81,970	81,970	81,970	81,970	81,970	81,970	81,970	819,703	922,419	1,742,121	225,476	-	1,968,597
T3642	ON	5/22/2013	79,793	79,793	79,793	79,793	79,793	79,793	79,793	79,793	79,793	79,793	797,928	711,502	1,509,430	196,226	-	1,705,656
T3644	M8	3/19/2013	27,698	27,698	27,698	27,698	27,698	27,698	27,698	27,698	27,698	27,698	276,978	1,150,113	1,427,092	71,355	-	1,498,446
T3645	ON	5/22/2013	12,917	12,917	12,917	12,917	12,917	12,917	12,917	12,917	12,917	12,917	129,167	923,129	1,052,296	136,798	-	1,189,094
T3646	ON	6/12/2014	-	-	-	-	79,270	79,270	79,270	79,270	79,270	79,270	475,622	943,945	1,419,567	184,544	-	1,604,111
T3647	QC	8/23/2013	70,826	70,826	70,826	70,826	70,826	70,826	70,826	70,826	70,826	70,826	708,260	1,515,641	2,223,901	111,195	221,834	2,556,930
T3648	AB	3/19/2013	72,195	57,47 5	57,475	57,47 5	57,475	57,475	57,475	57,475	57,475	57,475	589,470	1,990,108	2,579,578	128,979	-	2,708,557
T3650	NL	9/17/2013	17,835	17,835	17,835	17,835	17,835	17,835	17,835	17,835	17,835	17,835	178,352	1,153,131	1,331,483	173,093	-	1,504,576
T3652	NS	7/23/2013	81,857	81,857	81,857	81,857	81,857	81,857	81,857	81,857	81,857	81,857	818,570	830,334	1,648,904	247,336	-	1,896,240
T3655	NB	9/17/2013	25,250	25,250	25,250	25,250	25,250	25,250	25,250	25,250	25,250	25,250	252,500	1,115,134	1,367,634	177,792	-	1,545,426
T3657	QC	9/27/2013	22,438	22,438	22,438	22,438	22,438	22,438	22,438	22,438	22,438	22,438	224,375	824,392	1,048,767	52,438	104,614	1,205,820
T3658	ON	8/28/2014			-			-	38,517	38,517	38,517	38,517	154,067	470,522	624,589	81,197	-	705,786
T3663	ON	9/17/2013	60,333	60,333	60,333	60,333	64,500	64,500	64,500	54,533	62,317	63,640	615,324	1,387,679	2,003,003	260,390	-	2,263,393
T3665	ON	3/5/2013	18,192	18,192	18,192	18,192	18,192	18,192	18,192	18,192	18,192	18,192	181,917	944,447	1,126,364	146,427	-	1,272,791
T3666 T3667	ON ON	9/17/2013	62,709 -	47,098 -	47,098 -	47,098 -	47,098	47,098 -	47,098 -	44,487	45,792	45,792 -	481,364 -	1,595,707	2,077,072	270,019 -	-	2,347,091
T3668	ON	N/A 2/5/2013	42,336	42,336	42,336	42,336	42,336	42,336	42,335	- 42,336	42,336	42,336	423,355	1,143,045	1,566,401	203,632	-	1,770,033
T3669	ON	2/3/2013 8/28/2014	42,556	42,556	42,550	42,550	42,550	42,556	42,556 33,206	33,206	42,536 35,684	70,372	172,467	924,997	1,097,464	142,670		1,240,134
T3670	ON	5/22/2013	59,421	59,421	59,421	59,421	59,421	59,421	59,421	59,421	59,421	59,421	594,208	851,607	1,445,816	187,956	_	1,633,772
T3671	ON	5/22/2013	72,356	72,356	72,356	72,356	72,356	72,356	72,356	72,356	72,356	72,356	723,564	1,183,099	1,906,663	247,866	_	2,154,529
T3672	ON	9/17/2013	24,084	24,084	24,084	24,084	24,084	24,084	24,084	24,084	24,084	24,084	240,838	1,320,135	1,560,972	202,926		1,763,899
T3677	ON	9/17/2013	38,263	38,263	38,263	38,263	38,263	38,263	38,263	38,263	38,263	38,263	382,628	1,372,821	1,755,448	228,208	-	1,983,656
T3682	MB	3/19/2013	54,755	54,755	54,755	54,755	54,755	54,755	54,755	54,7\$S	54,755	54,755	547,551	1,051,862	1,609,413	80,471	_	1,689,884
T3688	BC	3/19/2013	52,570	38,613	38,613	38,613	38,613	38,613	38,613	38,613	38,613	38,613	400,087	850,498	1,250,584	62,529	-	1,313,114
T3690	BC	3/19/2013	52,369	52,369	52,369	52,369	52,369	52,369	52,369	52,369	52,369	52,369	523,691	782,726	1,306,418	65,321	-	1,371,739
T3693	QC	8/23/2013	68,245	68,245	68,245	68,245	68,245	72,381	72,381	72,381	72,381	72,381	703,127	764,573	1,467,700	73,385	146,403	1,687,488
T3694	AB	3/19/2013	47,309	47,309	47,309	47,309	47,309	47,309	47,309	47,309	47,309	47,309	473,090	1,539,084	2,012,174	100,609	· -	2,112,783
T3695	QC	7/23/2013	75,496	75,496	75,496	75,496	75,496	75,496	75,496	75,496	75,496	75,496	754,956	706,403	1,461,359	73,068	145,771	1,680,197
T3696	QC	9/17/2013	74,674	74,674	74,674	74,674	74,674	74,674	74,674	74,674	74,674	74,674	746,738	1,308,007	2,054,745	102,737	204,961	2,362,443
T3697	NS	7/23/2013	77,675	77,675	77,675	77,675	77,675	77,675	77,675	77,675	77,675	77,675	776,755	1,201,017		296,666	· -	2,274,437
T3698	BC	5/22/2013	46,109	46,109	46,109	46,109	46,109	46,109	46,109	46,109	46,109	46,109	461,090	1,106,044	1,567,134	78,357		1,645,491
T3699	ON	9/17/2013	22,301	22,301	22,301	22,301	22,301	22,301	22,301	22,301	22,301	22,301	223,008	998,118	1,221,126	158,746	-	1,379,872
T3702	QC	9/17/2013	34,751	34,751	34,751	34,751	34,751	34,751	34,751	34,751	34,751	34,751	347,506	1,311,834	1,659,340	82,967	165,519	1,907,826
T3704	QC	9/17/2013	63,883	63,883	63,883	63,883	63,883	63,883	63,883	63,883	63,883	63,883	638,830	1,172,862	1,811,692	90,585	180,716	2,082,993
T3705	QC	8/23/2013	50,846	50,846	50,846	50,846	50,846	50,846	50,846	50,846	50,846	50,846	508,464	970,624	1,479,088	73,954	147,539	1,700,581
T3706	ON	2/5/2013	53,125	53,125	53,125	53,125	53,125	53,125	53,125	53,125	53,125	53,125	531,246	972,567	1,503,813	195,496	-	1,699,309
T3707	ON	2/4/2016	-	-	-	-	-	-	•	•	-	=	-	•	-	-	-	-
T3708	ON	2/5/2013	49,143	49,143	49,143	49,143	49,143	49,143	49,143	49,143	49,143	49,143	491,430	719,066	1,210,496	157,364	-	1,367,861
T3709	QC	8/23/2013	63,602	63,602	63,602	63,602	63,602	63,602	63,602	63,602	63,602	63,602	636,024	1,003,033	1,639,057	81,953	163,496	1,884,506
T3710	AB	3/19/2013	42,044	42,044	42,044	42,044	42,044	42,044	42,044	42,044	42,044	42,044	420,441	850,415	1,270,856	63,543	-	1,334,398
T3711	BC	8/29/2019	-	-	-	-	-	-	-	-	-	-	-	•	-	-	-	-
T3713	AB	9/17/2013	67,367	67,367	67,367	67,367	67,367	67,367	67,367	67,367	67,367	67,367	673,672	1,729,009	2,402,681	120,134	•	2,522,815
T3714	AB	3/19/2013	60,170	60,170	60,170	60,170	60,170	60,170	60,170	60,170	60,170	60,170	601,700	1,543,914	2,145,613	107,281	-	2,252,894
T3715	ON	2/5/2013	58,977	58,977	58,977	58,977	58,977	58,977	58,977	58,977	58,977	58,977	589,771	856,802	1,446,573	188,054	-	1,634,627
T3717	BC	9/17/2013	48,625	48,625	48,625	48,625	48,625	48,625	48,625	48,625	48,625	48,625	486,250	1,739,125	2,225,375	111,269	-	2,336,644
T3718	QC	8/23/2013	59,316	59,316	59,316	59,316	59,316	59,316	59,316	59,316	59,316	59,316	593,158	1,048,902	1,642,059	82,103	163,795	1,887,958
T3719	BC .	3/19/2013	73,122	73,122	73,122	73,122	73,122	73,122	73,122	73,122	73,122	73,122	731,224	1,000,825	1,732,050	86,602	-	1,818,652
T3725	QC	7/23/2013	47,881	47,881	47,881	47,881	47,881	47,881	47,881	47,881	47,881	47,881	478,812	1,464,863	1,943,675	97,184	193,882	2,234,740
T3728	SK	5/22/2013	71,410	71,410	71,410	71,410	71,410	71,410	71,410	71,410	71,410	71,410	714,100	1,147,080	1,861,180	93,059	-	1,954,239
T3729	ON	2/5/2013	80,458	80,458	80,458	80,458	80,458	80,458	80,458	80,458	80,458	80,458	804,575	1,261,387	2,065,963	268,575	-	2,334,538
T3730	ON	10/3/2013	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	250,000	1,999,213	2,249,213	292,398	-	2,541,611
T3731	NS	7/23/2013	21,873	21,873	21,873	21,873	21,873	21,873	21,873	21,873	21,873	21,873	218,727	723,754	942,481	141,372	•	1,083,853
T3732	NL	9/17/2013	70,481	70,481	70,481	70,481	70,481	70,481	70,481	70,481	70,481	70,481	704,813	1,403,731	2,108,544	274,111	-	2,382,655
T3737	AB	3/26/2013	71,526	71,526	71,526	71,526	71,526	71,526	71,526	71,526	71,526	71,526	715,260	1,072,106 1,055,934	1,787,366 1,477,940	89,368 192,132	-	1,876,734 1,670,072
T3738	ON	2/5/2013	42,201	42,201	42,201	42,201	42,201	42,201	42,201	42,201	42,201	42,201	422,005	1,055,934	1,477,940	192,132	-	1,070,072

ocation (T#)	Province	Leaseback Effective Date	February	March	April	May	June	July	August	September	October	November	FYE 2014 Rent Paid	Markup	FYE 2014 Base Rent + Markup	GST/HST	QST	FYE 2014 PAYN
T3739	ВС	9/17/2013	83,169	83,169	83,169	83,169	83,169	83,169	83,169	83,169	83,169	83,169	831,694	1,039,539	1,871,232	93,562		1,96
T3742	ON	2/5/2013	72,213	72,213	72,213	72,213	72,213	72,213	72,213	72,213	72,213	72,213	722,135	1,268,152	1,990,286	258,737	-	2,2
T3743	QC	8/23/2013	46,703	46,703	46,703	46,703	46,703	46,703	46,703	46,703	46,703	46,703	467,025	833,247	1,300,272	65,014	129,702	1,4
T3744	ВС	N/A			- 440-40				2,77				*			12	-	100
T3746	ON	7/23/2013	56,896	56,896	56,896	56,896	56,896	56,896	56,896	56,896	56,896	56,896	568,963	958,021	1,526,983	198,508	(4)	1,7
T3747	MB	9/17/2013	65,572	65,572	65,572	65,572	65,572	65,572	65,572	65,572	65,572	65,572	655,723	978,423	1,634,146	81,707		1,7
T3749	ON	2/5/2013	67,753	67,753	67,753	67,753	67,753	67,753	67,753	67,753	67,753	67,753	677,526	875,686	1,553,212	201,918	(4)	1,7
T3751	ON	2/5/2013	52,698	52,698	52,698	52,698	52,698	52,698	52,698	52,698	52,698	52,698	526,983	716,697	1,243,680	161,678		1,4
T3753	ON	2/5/2013	78,621	78,621	78,621	78,621	78,621	78,621	78,621	78,621	78,621	78,621	786,210	702,362	1,488,572	193,514	-	1,6
T3754	AB	5/22/2013	74,992	74,992	74,992	74,992	74,992	74,992	74,992	74,992	74,992	74,992	749,920	1,082,989	1,832,909	91,645	9	1,9
T3755	QC	8/23/2013	66,881	66,881	66,881	66,881	66,881	66,881	66,881	66,881	66,881	66,881	668,805	1,124,688	1,793,493	89,675	178,901	2,0
T3757	ON	9/17/2013	35,685	35,685	35,685	35,685	42,356	42,356	42,356	42,356	42,356	42,356	396,879	1,139,010	1,535,889	199,666	a.	1,7
T3759	ON	2/5/2013	22,700	22,700	22,700	22,700	22,700	22,700	22,700	22,700	22,700	22,700	227,002	744,245	971,247	126,262	-	1,0
T3760	ВС	3/19/2013	65,371	65,371	65,371	65,371	65,371	65,371	65,371	65,371	65,371	65,371	653,705	1,210,254	1,863,959	93,198	4	1,9
T3761	ON	2/5/2013	67,414	67,414	67,414	67,414	67,414	67,414	67,414	67,414	67,414	67,414	674,135	736,448	1,410,583	183,376	161	1,
T3762	ON	2/5/2013	80,089	80,089	80,089	80,089	80,089	80,089	80,089	80,089	80,089	80,089	800,889	724,326	1,525,216	198,278	4	1,7
T3763	MB	3/19/2013	49,628	49,628	49,628	49,628	49,628	49,628	49,628	49,628	49,628	49,628	496,283	1,177,782	1,674,065	83,703	147	1,7
T3764	ON	7/23/2013	77,732	77,732	77,732	77,732	77,732	77,732	77,732	77,732	77,732	77,732	777,320	1,001,302	1,778,622	231,221	4	2,
T3765	QC	8/23/2013	86,065	86,065	86,065	86,065	86,065	86,065	86,065	86,065	86,065	86,065	860,648	734,737	1,595,385	79,769	159,140	1,
T3766	SK	5/22/2013	41,900	41,900	41,900	41,900	41,900	41,900	41,900	41,900	41,900	41,900	419,000	1,160,305	1,579,305	78,965		1,
T3767	ON	2/5/2013	101,031	101,031	101,031	101,031	101,031	101,031	101,031	101,031	101,031	101,031	1,010,310	743,745	1,754,055	228,027		1,
T3768	ON	N/A	-				-		-		-		*				- V	
T3769	QC	7/23/2013	72,319	72,319	72,319	72,319	72,319	72,319	72,319	72,319	72,319	72,319	723,188	1,202,956	1,926,144	96,307	192,133	2,
T3770	AB	3/19/2013	69,077	69,077	69,077	69,077	69,077	69,077	69,077	69,077	69,077	69,077	690,767	1,283,688	1,974,455	98,723	1.	2,
T3772	AB	3/19/2013	54,903	54,903	54,903	54,903	54,903	54,903	54,903	54,903	54,903	54,903	549,034	1,640,147	2,189,181	109,459		2,
T3773	ON	2/5/2013	73,893	73,893	73,893	73,893	73,893	73,893	73,893	73,893	73,893	73,893	738,925	847,178	1,586,103	206,193	-	1,
T7000	QC	N/A	197,197	33,000					-	-	440.00	-	_	-			9	
T7001	ON	5/22/2013	70,818	70,818	70,818	70,818	70,818	70,818	70,818	70,818	70,818	70,818	708,183	1,294,096	2,002,279	260,296	9	2,
T7002	ON	1/23/2014	-	6,403,997	125,000	125,000	125,000	125,000	125,000	125,000	125,000	125,000	7,403,997	651,745	8,055,741	1,047,246		9,
T7003	ON	N/A	100		-	-	-		37.	-		30	2	-	-10-11-00		14	
T7004	ON	6/12/2014	-	1.0				-	-	100	-	-		1,181,210	1,181,210	153,557		1,
T7005	ON	N/A	-	114		-		140	-	10-2	- 5	(2)		40.40.40.40.40.40.40.40.40.40.40.40.40.4			-	
T7006	QC	6/12/2014	-	2	-			3-0			4.0			1,086,204	1,086,204	54,310	108,349	1,
T7007	BC	N/A	-			(4-		940		1.0	-	12	1	-	7.00	100		
T7008	ON	N/A		6	A	14		-		+.	-	7.	Ę.	-	(1-1)		1+1	
T7009	ВС	N/A		2	2							-	2	1.	-	4	- 2	
T7010	AB	N/A			6	4-0	5	193		1.0	. 200		_		- 2	14	1.8	
T7011	AB	N/A			A. I		9	19	-	1,2	.2.	A.	2	2.0		i i		
T7012	MB	8/28/2014			ă.	.5	1	9		12	4	-	_	1,590,187	1,590,187	79,509	-	1,
T7013	ON	N/A			12.	3	21		3	1,2		4	_	0,000	9	617-01		-
17015	910	(47)																
			6,705,286	13,186,331	7,088,172	6,943,397	7,036,747	7,040,883	7,112,606	7,100,028	7,111,596	7,147,607	76,472,654 LBB	145,568,043	222,040,697	19,815,354	4,201,259	246,

(LBB3) - Canada Leaseback Model

Markup by Month (Feb-Nov)
FYE 2014

12.50%

		Current												
Location	Leaseback	Investment	Annual Markup											Total FYE 2014
(T#)	Effective Date	Projection	Rent	February	March	April	May	June	July	August	September	October	November	Mark-Up
T3505	1/29/2015			-	-	3-3	-	4	-	-	Α,		-	-
T3507	5/22/2013	10,357,032	1,294,629	107,886	107,886	107,886	107,886	107,886	107,886	107,886	107,886	107,886	107,886	1,078,857
T3508	3/19/2013	8,065,178	1,008,147	84,012	84,012	84,012	84,012	84,012	84,012	84,012	84,012	84,012	84,012	840,123
T3509	3/19/2013	6,720,417	840,052	70,004	70,004	70,004	70,004	70,004	70,004	70,004	70,004	70,004	70,004	700,043
T3510	2/5/2013	10,447,459		108,828	108,828	108,828	108,828	108,828	108,828	108,828	108,828	108,828	108,828	1,088,277
T3511	7/23/2013	7,564,920		78,801	78,801	78,801	78,801	78,801	78,801	78,801	78,801	78,801	78,801	788,012
T3512	5/22/2013	13,491,128		140,533	140,533	140,533	140,533	140,533	140,533	140,533	140,533	140,533	140,533	1,405,326
T3516	9/17/2013	11,489,281		119,680	119,680	119,680	119,680	119,680	119,680	119,680	119,680	119,680	119,680	1,196,800
T3519	5/22/2013	8,127,343		84,660	84,660	84,660	84,660	84,660	84,660	84,660	84,660	84,660	84,660	846,598
T3522	7/23/2013	8,335,860	1,041,982	86,832	86,832	86,832	86,832	86,832	86,832	86,832	86,832	86,832	86,832	868,319
T3524	5/22/2013	8,387,928	1,048,491	87,374	87,374	87,374	87,374	87,374	87,374	87,374	87,374	87,374	87,374	873,742
T3526	N/A	-	-			-	-		-	9	-		=	
T3530	9/17/2013	10,816,008	1,352,001	112,667	112,667	112,667	112,667	112,667	112,667	112,667	112,667	112,667	112,667	1,126,667
T3533	5/22/2013	9,215,169	1,151,896	95,991	95,991	95,991	95,991	95,991	95,991	95,991	95,991	95,991	95,991	959,913
T3534	N/A	+	1				-	-		9.1	-	-	4	-
T3538	4/9/2013	9,169,654	1,146,207	95,517	95,517	95,517	95,517	95,517	95,517	95,517	95,517	95,517	95,517	955,172
T3547	8/23/2013	11,886,839		123,821	123,821	123,821	123,821	123,821	123,821	123,821	123,821	123,821	123,821	1,238,212
T3548	1/23/2014	21,934,298		228,482	228,482	228,482	228,482	228,482	228,482	228,482	228,482	228,482	228,482	2,284,823
T3550	9/17/2013	8,098,499		84,359	84,359	84,359	84,359	84,359	84,359	84,359	84,359	84,359	84,359	843,594
T3552	9/17/2013	13,219,977	1,652,497	137,708	137,708	137,708	137,708	137,708	137,708	137,708	137,708	137,708	137,708	1,377,081
T3557	3/19/2013	7,912,288	989,036	82,420	82,420	82,420	82,420	82,420	82,420	82,420	82,420	82,420	82,420	824,197
T3559	5/22/2013	13,360,699	1,670,087	139,174	139,174	139,174	139,174	139,174	139,174	139,174	139,174	139,174	139,174	1,391,740
T3560	2/5/2013	7,807,058		81,324	81,324	81,324	81,324	81,324	81,324	81,324	81,324	81,324	81,324	813,235
T3561	1/23/2014	25,664,075	3,208,009	267,334	267,334	267,334	267,334	267,334	267,334	267,334	267,334	267,334	267,334	2,673,341
T3564	4/9/2013	9,592,603	1,199,075	99,923	99,923	99,923	99,923	99,923	99,923	99,923	99,923	99,923	99,923	999,230
T3565	2/5/2013	7,345,175	918,147	76,512	76,512	76,512	76,512	76,512	76,512	76,512	76,512	76,512	76,512	765,122
T3566	9/17/2013	6,766,571		70,485	70,485	70,485	70,485	70,485	70,485	70,485	70,485	70,485	70,485	704,851
T3570	N/A	-	λ.	-		=1	12	-		=	4-7	-		
T3572	2/5/2013	7,235,710	904,464	75,372	75,372	75,372	75,372	75,372	75,372	75,372	75,372	75,372	75,372	753,720
T3574	3/19/2013	10,453,453	1,306,682	108,890	108,890	108,890	108,890	108,890	108,890	108,890	108,890	108,890	108,890	1,088,901
T3575	9/17/2013	11,219,519	1,402,440	116,870	116,870	116,870	116,870	116,870	116,870	116,870	116,870	116,870	116,870	1,168,700
T3576	7/23/2013	8,916,387	1,114,548	92,879	92,879	92,879	92,879	92,879	92,879	92,879	92,879	92,879	92,879	928,790
T3577	5/22/2013	13,954,262	1,744,283	145,357	145,357	145,357	145,357	145,357	145,357	145,357	145,357	145,357	145,357	1,453,569
T3586	9/17/2013	16,120,861		167,926	167,926	167,926	167,926	167,926	167,926	167,926	167,926	167,926	167,926	1,679,256
T3590	10/3/2013	13,877,487	1,734,686	144,557	144,557	144,557	144,557	144,557	144,557	144,557	144,557	144,557	144,557	1,445,572
T3591	5/22/2013	12,160,010		126,667	126,667	126,667	126,667	126,667	126,667	126,667	126,667	126,667	126,667	1,266,668
T3592	7/23/2013	7,367,098		76,741	76,741	76,741	76,741	76,741	76,741	76,741	76,741	76,741	76,741	767,406
T3595	9/17/2013	17,365,738		180,893	180,893	180,893	180,893	180,893	180,893	180,893	180,893	180,893	180,893	1,808,931
T3608	2/5/2013	7,390,844	923,856	76,988	76,988	76,988	76,988	76,988	76,988	76,988	76,988	76,988	76,988	769,880

Current

Location	Loosoback	Current	Annual Markup											Total FYE 2014
Location (T#)	Leaseback Effective Date	Investment Projection	Rent	February	March	April	May	June	July	August	September	October	November	Mark-Up
T3609	2/5/2013	10,176,908	1,272,113	106,009	106,009	106,009	106,009	106,009	106,009	106,009	106,009	106,009	106,009	1,060,095
T3610	9/17/2013	16,917,020	2,114,628	176,219	176,219	176,219	176,219	176,219	176,219	176,219	176,219	176,219	176,219	1,762,190
T3613	9/17/2013	8,625,951	1,078,244	89,854	89,854	89,854	89,854	89,854	89,854	89,854	89,854	89,854	89,854	898,537
T3614	5/22/2013	11,599,411	1,449,926	120,827	120,827	120,827	120,827	120,827	120,827	120,827	120,827	120,827	120,827	1,208,272
T3615	3/19/2013	9,599,728	1,199,966	99,997	99,997	99,997	99,997	99,997	99,997	99,997	99,997	99,997	99,997	999,972
T3616	3/19/2013	7,178,092	897,262	74,772	74,772	74,772	74,772	74,772	74,772	74,772	74,772	74,772	74,772	747,718
T3617	9/17/2013	15,267,229	1,908,404	159,034	159,034	159,034	159,034	159,034	159,034	159,034	159,034	159,034	159,034	1,590,336
T3623	5/22/2013	19,568,715	2,446,089	203,841	203,841	203,841	203,841	203,841	203,841	203,841	203,841	203,841	203,841	2,038,408
T3624	3/19/2013	10,906,761	1,363,345	113,612	113,612	113,612	113,612	113,612	113,612	113,612	113,612	113,612	113,612	1,136,121
T3628	9/17/2013	13,337,988	1,667,248	138,937	138,937	138,937	138,937	138,937	138,937	138,937	138,937	138,937	138,937	1,389,374
	5/22/2013	9,014,737	1,126,842	93,904	93,904	93,904	93,904	93,904	93,904	93,904	93,904	93,904	93,904	939,035
T3630									109,488		109,488		109,488	1,094,884
T3634	7/23/2013	10,510,883	1,313,860	109,488	109,488	109,488 170,347	109,488	109,488	170,347	109,488 170,347		109,488	170,347	1,703,475
T3636	2/5/2013	16,353,356	2,044,169	170,347	170,347		170,347	170,347			170,347	170,347	85,630	856,302
T3637	9/17/2013	8,220,500	1,027,562	85,630	85,630	85,630	85,630	85,630	85,630	85,630	85,630	85,630		
T3639	2/5/2013	8,855,220	1,106,902	92,242	92,242	92,242	92,242	92,242	92,242	92,242	92,242	92,242	92,242	922,419 711,502
T3642	5/22/2013	6,830,417	853,802	71,150	71,150	71,150	71,150	71,150	71,150	71,150	71,150	71,150	71,150	
T3644	3/19/2013	11,041,089	1,380,136	115,011	115,011	115,011	115,011	115,011	115,011	115,011	115,011	115,011	115,011	1,150,113
T3645	5/22/2013	8,862,040	1,107,755	92,313	92,313	92,313	92,313	92,313	92,313	92,313	92,313	92,313	92,313	923,129
T3646	6/12/2014	15,103,125	1,887,891	****				157,324	157,324	157,324	157,324	157,324	157,324	943,945
T3647	8/23/2013	14,550,155	1,818,769	151,564	151,564	151,564	151,564	151,564	151,564	151,564	151,564	151,564	151,564	1,515,641
T3648	3/19/2013	19,105,034	2,388,129	199,011	199,011	199,011	199,011	199,011	199,011	199,011	199,011	199,011	199,011	1,990,108
T3650	9/17/2013	11,070,060	1,383,757	115,313	115,313	115,313	115,313	115,313	115,313	115,313	115,313	115,313	115,313	1,153,131
T3652	7/23/2013	7,971,206	996,401	83,033	83,033	83,033	83,033	83,033	83,033	83,033	83,033	83,033	83,033	830,334
T3655	9/17/2013	10,705,282	1,338,160	111,513	111,513	111,513	111,513	111,513	111,513	111,513	111,513	111,513	111,513	1,115,134
T3657	9/27/2013	7,914,162	989,270	82,439	82,439	82,439	82,439	82,439	82,439	82,439	82,439	82,439	82,439	824,392
T3658	8/28/2014	11,292,539	1,411,567	70.00	J. J.		-	· Colodos	Sec. Des.	117,631	117,631	117,631	117,631	470,522
T3663	9/17/2013	13,321,715	1,665,214	138,768	138,768	138,768	138,768	138,768	138,768	138,768	138,768	138,768	138,768	1,387,679
T3665	3/5/2013	9,066,692	1,133,336	94,445	94,445	94,445	94,445	94,445	94,445	94,445	94,445	94,445	94,445	944,447
T3666	9/17/2013	15,318,791	1,914,849	159,571	159,571	159,571	159,571	159,571	159,571	159,571	159,571	159,571	159,571	1,595,707
T3667	N/A	-	4.0	- Y	87.7	7	7.	200	200	-				*
T3668	2/5/2013	10,973,240	1,371,655	114,305	114,305	114,305	114,305	114,305	114,305	114,305	114,305	114,305	114,305	1,143,046
T3669	8/28/2014	22,199,925	2,774,991	75.75				÷	*	231,249	231,249	231,249	231,249	924,997
T3670	5/22/2013	8,175,432	1,021,929	85,161	85,161	85,161	85,161	85,161	85,161	85,161	85,161	85,161	85,161	851,607
T3671	5/22/2013	11,357,747	1,419,718	118,310	118,310	118,310	118,310	118,310	118,310	118,310	118,310	118,310	118,310	1,183,099
T3672	9/17/2013	12,673,296	1,584,162	132,013	132,013	132,013	132,013	132,013	132,013	132,013	132,013	132,013	132,013	1,320,135
T3677	9/17/2013	13,179,078	1,647,385	137,282	137,282	137,282	137,282	137,282	137,282	137,282	137,282	137,282	137,282	1,372,821
T3682	3/19/2013	10,193,878	1,274,235	106,186	106,186	106,186	106,186	106,186	106,186	106,186	106,186	106,186	106,186	1,061,862
T3688	3/19/2013	8,164,777	1,020,597	85,050	85,050	85,050	85,050	85,050	85,050	85,050	85,050	85,050	85,050	850,498
T3690	3/19/2013	7,514,173	939,272	78,273	78,273	78,273	78,273	78,273	78,273	78,273	78,273	78,273	78,273	782,726
T3693	8/23/2013	7,339,896	917,487	76,457	76,457	76,457	76,457	76,457	76,457	76,457	76,457	76,457	76,457	764,573
T3694	3/19/2013	14,775,209	1,846,901	153,908	153,908	153,908	153,908	153,908	153,908	153,908	153,908	153,908	153,908	1,539,084
T3695	7/23/2013	6,781,473	847,684	70,640	70,640	70,640	70,640	70,640	70,640	70,640	70,640	70,640	70,640	706,403
T3696	9/17/2013	12,556,872	1,569,609	130,801	130,801	130,801	130,801	130,801	130,801	130,801	130,801	130,801	130,801	1,308,007
T3697	7/23/2013	11,529,759	1,441,220	120,102	120,102	120,102	120,102	120,102	120,102	120,102	120,102	120,102	120,102	1,201,017

Current Total FYE 2014 Leaseback Annual Markup Location Investment April July Mark-Up (T#) **Effective Date** Projection Rent February March May June August September October November 110,604 T3698 5/22/2013 10,618,021 1,327,253 110,604 110,604 110,604 110,604 110,604 110,604 110,604 110,604 110,604 1,106,044 99,812 998,118 T3699 9/17/2013 9,581,930 1,197,741 99,812 99,812 99,812 99,812 99,812 99,812 99,812 99,812 99,812 T3702 9/17/2013 12,593,603 1,574,200 131,183 131,183 131,183 131,183 131,183 131,183 131,183 131,183 131,183 131.183 1,311,834 9/17/2013 117,286 117,286 117,286 117,286 117,286 117,286 117,286 117,286 117,286 1,172,862 T3704 11,259,475 1,407,434 117,286 97,062 97,062 97,062 970,624 T3705 8/23/2013 9,317,988 1,164,749 97,062 97,062 97,062 97,062 97,062 97,062 97,062 2/5/2013 9,336,648 97,257 97,257 97,257 97,257 972,567 T3706 1,167,081 97,257 97,257 97,257 97,257 97,257 97,257 -T3707 2/4/2016 4 -. -----14 . 40 -2/5/2013 862,879 71,907 71,907 71,907 71,907 71,907 71,907 71,907 71,907 719,066 T3708 6,903,036 71,907 71,907 T3709 8/23/2013 9,629,118 1,203,640 100,303 100,303 100,303 100,303 100,303 100,303 100,303 100,303 100,303 100,303 1,003,033 3/19/2013 8,163,983 85,041 85,041 85,041 85,041 85,041 85,041 85,041 850,415 T3710 1,020,498 85,041 85,041 85,041 T3711 8/29/2019 -----T3713 9/17/2013 16,598,489 2,074,811 172,901 172,901 172,901 172,901 172,901 172,901 172,901 172,901 172,901 172,901 1,729,009 3/19/2013 154,391 154,391 154,391 154,391 1,543,914 T3714 14,821,570 1,852,696 154,391 154,391 154,391 154,391 154,391 154,391 85,680 T3715 2/5/2013 8,225,301 1,028,163 85,680 85,680 85,680 85,680 85,680 85,680 85,680 85,680 85,680 856,802 173,913 173,913 1,739,125 T3717 9/17/2013 16,695,601 2,086,950 173,913 173,913 173,913 173.913 173,913 173,913 173,913 173,913 T3718 8/23/2013 10,069,458 1,258,682 104,890 104,890 104,890 104,890 104,890 104,890 104,890 104,890 104,890 104,890 1,048,902 100,083 100,083 100,083 100,083 100,083 1,000,825 T3719 3/19/2013 9,607,923 1,200,990 100,083 100,083 100,083 100,083 100.083 T3725 7/23/2013 14,062,682 1,757,835 146,486 146,486 146,486 146,486 146,486 146,486 146,486 146,486 146,486 146,486 1,464,863 1,147,080 T3728 5/22/2013 11,011,972 1,376,497 114,708 114,708 114,708 114,708 114,708 114,708 114,708 114,708 114,708 114,708 T3729 2/5/2013 12,109,318 1,513,665 126,139 126,139 126,139 126,139 126,139 126,139 126,139 126,139 126,139 126,139 1,261,387 199,921 199,921 199,921 199,921 199,921 199,921 199,921 199,921 199,921 1,999,213 T3730 10/3/2013 19,192,448 2,399,056 199,921 T3731 7/23/2013 6,948,038 868,505 72,375 72,375 72,375 72,375 72,375 72,375 72,375 72,375 72,375 72,375 723,754 140,373 T3732 9/17/2013 13,475,821 1,684,478 140,373 140,373 140,373 140,373 140,373 140,373 140,373 140,373 140,373 1,403,731 1,072,106 3/26/2013 10,292,219 107,211 107,211 107,211 107,211 107,211 T3737 1,286,527 107,211 107,211 107,211 107,211 107,211 T3738 2/5/2013 10,136,967 1,267,121 105,593 105,593 105,593 105,593 105,593 105,593 105,593 105,593 105,593 105,593 1,055,934 9/17/2013 103.954 103.954 103,954 103.954 103,954 103,954 103,954 103,954 103,954 1,039,539 T3739 9,979,571 1,247,446 103,954 T3742 2/5/2013 12,174,257 1,521,782 126,815 126,815 126,815 126,815 126,815 126,815 126,815 126,815 126,815 126,815 1,268,152 T3743 8/23/2013 7,999,174 999,897 83,325 83,325 83,325 83,325 83,325 83,325 83,325 83,325 83,325 83,325 833,247 T3744 N/A -141 -95,802 95,802 95,802 95,802 95,802 95,802 95,802 958,021 T3746 7/23/2013 9,197,000 1,149,625 95,802 95,802 95,802 T3747 9/17/2013 9,392,861 1,174,108 97,842 97,842 97,842 97,842 97,842 97,842 97,842 97,842 97,842 97,842 978,423 2/5/2013 87,569 87,569 87,569 87,569 87,569 87,569 87,569 875,686 T3749 8,406,587 1,050,823 87.569 87,569 87,569 T3751 2/5/2013 6,880,293 860,037 71,670 71,670 71,670 71,670 71,670 71,670 71,670 71,670 71,670 71,670 716,697 70,236 70,236 702,362 T3753 2/5/2013 6,742,673 842,834 70,236 70,236 70,236 70,236 70,236 70,236 70,236 70,236 108,299 108,299 108,299 108,299 1,082,989 T3754 5/22/2013 10,396,696 1,299,587 108,299 108,299 108,299 108,299 108,299 108,299 8/23/2013 10,797,001 112,469 112,469 112,469 112,469 112,469 112,469 112,469 112,469 112,469 112,469 1,124,688 T3755 1,349,625 113,901 113,901 113,901 1,139,010 T3757 9/17/2013 10,934,499 1,366,812 113,901 113,901 113,901 113,901 113,901 113,901 113,901 2/5/2013 74,425 74,425 74,425 74,425 74,425 74,425 74,425 74,425 74,425 74,425 744,245 T3759 7,144,753 893,094 1,210,254 T3760 3/19/2013 11,618,440 1,452,305 121,025 121,025 121,025 121,025 121,025 121,025 121.025 121.025 121.025 121.025 73,645 73,645 73,645 73,645 73,645 736,448 T3761 2/5/2013 7,069,904 883,738 73,645 73,645 73,645 73,645 73,645 72,433 72,433 724,326 T3762 2/5/2013 6,953,531 869,191 72,433 72,433 72,433 72,433 72,433 72,433 72,433 72,433 T3763 3/19/2013 11,306,705 1,413,338 117,778 117,778 117,778 117,778 117,778 117,778 117,778 117,778 117,778 117,778 1,177,782 100,130 100,130 100,130 100,130 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T3765

8/23/2013

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Landing	Lancahash	Current	Annual Markun											Total FYE 2014
Location	Leaseback	Investment	Annual Markup	Palarina	March	Amult		16.564	Today.	A	Contomboo	Ostobou	November	
(T#)	Effective Date	Projection	Rent	February	March	April	May	June	July	August	September	October		Mark-Up
T3766	5/22/2013	11,138,930	1,392,366	116,031	116,031	116,031	116,031	116,031	116,031	116,031	116,031	116,031	116,031	1,160,305
T3767	2/5/2013	7,139,954	892,494	74,375	74,375	74,375	74,375	74,375	74,375	74,375	74,375	74,375	74,375	743,745
T3768	N/A	24.000	775.010	1/22/252	300000	528,584	701 011	100000	555.555	V20.222	922.224	10202	102022	
T3769	7/23/2013	11,548,382	1,443,548	120,296	120,296	120,296	120,296	120,296	120,296	120,296	120,296	120,296	120,296	1,202,956
T3770	3/19/2013	12,323,403	1,540,425	128,369	128,369	128,369	128,369	128,369	128,369	128,369	128,369	128,369	128,369	1,283,688
T3772	3/19/2013	15,745,412	1,968,176	164,015	164,015	164,015	164,015	164,015	164,015	164,015	164,015	164,015	164,015	1,640,147
T3773	2/5/2013	8,132,906	1,016,613	84,718	84,718	84,718	84,718	84,718	84,718	84,718	84,718	84,718	84,718	847,178
T7000	N/A	15,266,995	1,908,374		*			3.8	(4)				-	
T7001	5/22/2013	12,423,322	1,552,915	129,410	129,410	129,410	129,410	129,410	129,410	129,410	129,410	129,410	129,410	1,294,096
T7002	1/23/2014	6,256,748	782,094	65,174	65,174	65,174	65,174	65,174	65,174	65,174	65,174	65,174	65,174	651,745
T7003	N/A	-	4	-	-	-	•	-	-	-	2		-	-
T7004	6/12/2014	18,899,365	2,362,421	-	- 2	~	0.5	196,868	196,868	196,868	196,868	196,868	196,868	1,181,210
T7005	N/A		•	-	-	-						-	-	•
T7006	6/12/2014	17,379,268	2,172,409	-	4	-	1.4	181,034	181,034	181,034	181,034	181,034	181,034	1,086,204
T7007	N/A	4	200			-	100		5			-	*	
T7008	N/A		-	3.4	1.4	-			9	7		1.5	-	
T7009	N/A	2	- 4		9	-		-	2			24		191
T7010	N/A		(4)	4	102	2	187	1.2	81		à	1/2		1.6
T7011	N/A	4	10.00	4.0	14	(4)	1000	02	-		-	1.5		
T7012	8/28/2014	38,164,493	4,770,562	-	-				-	397,547	397,547	397,547	397,547	1,590,187
T7013	N/A	-		4.		-			6			-	-	26.00
		1,476,267,087	184,533,386	13,937,098	13,937,098	13,937,098	13,937,098	14,472,324	14,472,324	15,218,751	15,218,751	15,218,751	15,218,751	145,568,043

Per CIP: 1,476,267,087

Diff. (s/b zero):

(LBB4) - Canada Leaseback Model December Base and Mark-up December 2014

			Leaseback Rent Paid						
Location		Leaseback		December 2014		December			December 2014
(T#)		Effective Date	December	Rent Paid	Markup	2014 Base	GST/HST	QST	PAYMENT
T3505 T3507	ON	1/29/2015	- 58,724	- 58,724	107,886	166,609	21,659	•	188,269
T3507	ON BC	5/22/2013 3/19/2013	58,724 52,793	52,793	84,012	136,806	6,840	•	143,646
T3509	BC	3/19/2013	78,024	78,024	70,004	148,029	7,401	-	155,430
T3510	ON	2/5/2013	65,571	65,571	108,828	174,398	22,672	•	197,070
T3511	ON	7/23/2013	56,278	56,278	78,801	135,079	17,560	-	152,640
T3512 T3516	BC QC	5/22/2013 9/17/2013	35,740 33,756	35,740 33,756	140,533 119,680	176,273 153,436	8,814 7,672	15,305	185,087 176,413
T3519	ON	5/22/2013	58,253	58,253	84,660	142,913	18,579	-	161,492
T3522	ON	7/23/2013	26,907	26,907	86,832	113,739	14,786	-	128,525
T3524	ON	5/22/2013	61,679	61,679	87,374	149,053	19,377	-	168,430
T3526	ON	N/A		-				•	-
T3530 T3533	NS ON	9/17/2013 5/22/2013	43,555 23,556	43,555 23,556	112,667 95,991	156,222 119,547	23,433 15,541	-	179,655 135,088
T3534	BC	N/A	23,330	-	33,331	115,541	15,541	•	-
T3538	AB	4/9/2013	32,083	32,083	95,517	127,601	6,380	-	133,981
T3547	QC	8/23/2013	81,019	81,019	123,821	204,840	10,242	20,433	235,515
T3548	BC	1/23/2014	125,563	125,563	228,482	354,045	17,702	•	371,747
T3550 T3552	NB ON	9/17/2013 9/17/2013	37,974 16,875	37,974 16,875	84,359 137,708	122,333 154,583	15,903 20,096	-	138,237 174,679
T3557	BC	3/19/2013	56,822	56,822	82,420	139,241	6,962	-	146,203
T3559	ON	5/22/2013	63,716	63,716	139,174	202,890	25,376	•	229,266
T3560	ON	2/5/2013	33,333	33,333	81,324	114,657	14,905	-	129,562
T3561	AB	1/23/2014	112,787	112,787	267,334	380,121	19,006	•	399,127
T3564 T3565	AB ON	4/9/2013 2/5/2013	55,648 57,135	55,648 57,135	99,923 76,512	155,571 133,647	7,779 17,374	=	163,350 151,021
T3566	NB	9/17/2013	48,332	48,332	70,485	118,817	15,446	-	134,263
T3570	МВ	N/A	-	-	•	•		•	
T3572	ON	2/5/2013	71,010	71,010	75,372	146,382	19,030	-	165,412
T3574	AB	3/19/2013	70,145	70,145	108,890	179,035	8,952	•	187,987
T3575 T3576	BC QC	9/17/2013 7/23/2013	12,553 22,632	12,653 22,632	116,870 92,879	129,523 115,511	6,476 5,776	- 11,522	135,999 132,809
T3577	SK	5/22/2013	29,762	29,762	145,357	175,119	8,755	-	183,875
T3586	BC	9/17/2013	52,531	52,531	167,926	220,456	11,023	-	231,479
T3590	QC	10/3/2013	82,080	82,080	144,557	226,637	11,332	22,607	260,576
T3591	ON	5/22/2013	64,778	64,778	126,567	191,445	24,888	. .	216,332
T3592 T3595	QC QC	7/23/2013 9/17/2013	34,341 68,376	34,341 68,376	76,741 180,893	111,081 249,259	5,554 12,463	11,080 24,865	127,716 286,597
T3608	ON	2/5/2013	71,334	71,334	76,988	148,322	19,282	24,003	167,604
T3609	ON	2/5/2013	49,780	49,780	106,009	155,789	20,253	-	176,042
T3510	QC	9/17/2013	41,085	41,085	176,219	217,304	10,865	21,676	249,845
T3613	QC	9/17/2013	34,206	34,206	89,854	124,059	6,203	12,375	142,637
T3614 T3615	AB BC	5/22/2013 3/19/2013	33,333 22,903	33,333 22,903	120,827 99,997	154,161 122,900	7,708 6,145	-	161,869 129,045
T3616	BC	3/19/2013	69,793	69,793	74,772	144,564	7,228	•	151,793
T3617	8¢	9/17/2013	62,153	62,153	159,034	221,187	11,059	-	232,246
T3623	ON	5/22/2013	60,408	60,408	203,841	264,248	34,352	-	298,601
T3624	AB	3/19/2013	62,541	62,541	113,512	176,153	8,808	-	184,960
T3628 T3630	ON	9/17/2013	68,702	68,702	138,937	207,640	25,993	-	234,633
T3634	QC	5/22/2013 7/23/2013	63,581 93,783	63,581 93,783	93,904 109,488	157,485 203,272	20,473 10,164	20,276	177,958 233,712
T3636	ON	2/5/2013	49,120	49,120	170,347	219,467	28,531	-	247,998
T3637	PE	9/17/2013	37,763	37,763	85,630	123,393	17,275	•	140,668
T3639	ON	2/5/2013	81,970	81,970	92,242	174,212	22,648	-	196,860
T3642 T3644	ON MB	5/22/2013 3/19/2013	79,793 27,698	79,793 27,698	71,150 115,011	150,943 142,709	19,623 7,135	-	170,566 149,845
T3645	ON	5/22/2013	12,917	12,917	92,313	105,230	13,680	-	118,909
T3646	ON	6/12/2014	79,270	79,270	157,324	236,595	30,757	•	267,352
T3647	QC	8/23/2013	70,826	70,826	151,564	222,390	11,120	22,183	25 5,693
T3648	AB	3/19/2013	57,475	57,475	199,011	256,486	12,824	-	269,310
T3650 T3652	NL NS	9/17/2013 7/23/2013	17,835 81,857	17,835 81,857	115,313 83,033	133,148 164,890	17,309	•	150,458 189,624
T3655	NB NB	9/17/2013	25,250	25,250	83,033 111,513	136,763	24,734 17,779	-	189,624 154,543
T3657	qc	9/27/2013	22,438	22,438	82,439	104,877	5,244	10,461	120,582
T3658	ON	8/28/2014	38,517	38,517	117,631	156,147	20,299	-	176,446
T3663	ON	9/17/2013	63,640	63,640	138,768	202,408	26,313	-	228,721
T3665 T3666	ON ON	3/5/2013 9/17/2013	18,192 45,792	18,192 45,792	94,445 159,571	112,636 205,363	14,643	-	127,279
T3667	ON	9/17/2015 N/A	43,792	+3,/32	139,371	203,363	26,697 -	-	232,060
T3668	ON	2/5/2013	42,336	42,336	114,305	156,640	20,363	-	177,003
T3669	ON	8/28/2014	70,372	70,372	231,249	301,621	39,211	•	340,832
T3670	ON	5/22/2013	59,421	59,421	85,151	144,582	18,796	-	163,377
T3671 T3672	ON ON	5/22/2013 9/17/2013	72,356	72,356	118,310	190,666	24,787	•	215,453
T3672	ON	9/17/2013	24,084 38,263	24,084 38,263	132,013 137,282	156,097 175,545	20,293 22,821	-	176,390 198,366
T3682	МВ	3/19/2013	54,755	54,755	106,186	160,941	8,047		168,988
T3688	BC	3/19/2013	38,613	38,613	85,050	123,663	6,183	-	129,846
T3690	BC	3/19/2013	52,369	52,369	78,273	130,642	6,532	.	137,174
T3693 T3694	QC AB	8/23/2013 3/19/2013	72,381 47,309	72,381 47,309	76,457 153,908	148,838	7,442	14,847	171,126
,5054	22	41 TAI EATS	47,303	42,309	1005,000	201,217	10,061	-	211,278