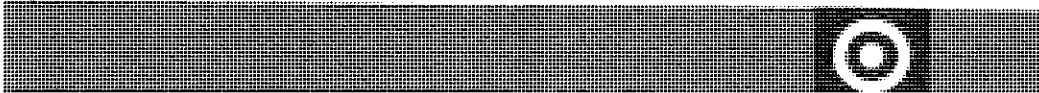


Canada Capitalization of Internal Costs

- \$6.9M LRP store count 23 ⇒ Original 2014 forecast
- \$3M LRP store count 13 ⇒ Updated 2014 forecast
- \$3.4M Capitalized to date
- \$1.5M Half year capitalization ⇒ Updated 2014 forecast

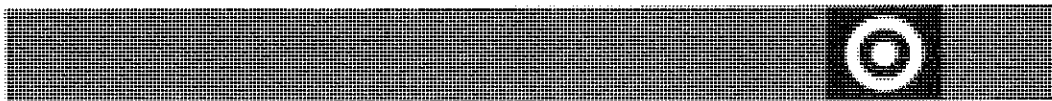
Options

1. \$1.9M reversing entry and capitalize costs at a lower rate for remainder of the year.
2. \$1.4M reversing entry and no further capitalization would occur for fiscal year.



Assumptions/Next Steps

- Work may have shifted to domestic.
- We will review 2015 forecast with Cap Finance and quarterly thereafter.
- We have reached out to the legal department to have them review their model. (~\$30K per month for 2014)
- Partnered with [REDACTED] to share our findings.



Allocable Non-Payroll
 FY13 P11 - FY14 P12

PTFRAMID	Type	CoCode	CoS Center	Period												TOTAL			
				11	12	1	2	3	4	5	6	7	8	9	10		11	12	
				Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	Jul-14	Aug-14	Sep-14	Oct-14	Nov-14	Dec-14	Jan-15	12	
TPD	Strategy	1114	90007000	2,927	6,407	1,308	2,376	1,410	1,598	2,370	1,109	2,068	1,508	1,407	2,120	1,480	714	28,752	
TPD	Strategy	1114	90018000	1,901	1,328	623	1,459	745	927	1,175	1,053	1,129	800	5,772	424	721	124	18,179	
TPD	Strategy	1114	90244000		1,730	4,001	610	2,045	1,981	1,878	2,139	2,017	3,859	1,940				22,198	
TPD	Service	1001	90247000					6,801	12,037	7,001	5,190	5,322	2,308					38,659	
TPD	Strategy	1114	90253000	775	1,450	156	232	681	67	136	274	4,227	(2,114)	451	696	490	275	7,796	
TPD	Strategy	1114	90259000	352	154	205	225	546	309	57	651	262	505	670	695	589	100	5,319	
TPD	Strategy	1114	90261000		107	297	67	138	246	150	229	52	134	66	150	89		1,725	
TPD	Strategy	1114	90263000	2,655	2,683	2,384	3,170	967	1,069	1,447	913	3,129	1,429	825	1,088	1,972	211	23,940	
TPD	Strategy	1114	90265000		581	458	58	621	354	497	122	18	61	163	167	99		3,198	
TPD	Strategy	1114	90266000	181	39	172	486	958	98	270	268	20	278	1,470	38	512	14	4,804	
TPD	Strategy	1114	90275000								44	87	62	20	18			231	
TPD	Strategy	1114	90279000	15	2,665	8	992	386	211	313	199	30	212	162	85	417	166	5,862	
TPD	Service	1001	90281000		9,198	17,138	8,244	10,637	10,176	8,242	8,646	6,437	5,546	5,080	5,298	2,236		96,877	
TPD	Service	1001	90285000					2,884	2,742	2,625	1,981	2,008	1,641	1,605				15,487	
TPD	Strategy	1114	90303000	10,997	9,446	4,932	5,327	4,155	4,636	5,028	4,497	2,323	2,408	2,260	1,162			57,172	
TPD	Strategy	1114	90306000	404	413	556	210	1,390		155	68	549	735	321	361			5,162	
TPD	Strategy	1114	93124000	68	88	34	21	24	120	231	82	58	153	29	12			920	
TPD	Strategy	1114	90246000					4,682	5,238									29,041	
TPD	Strategy	1114	90252000								629							629	
TPD	Strategy	1114	92108000		2,717	2,313	1,476											6,506	
TPD	Strategy	1114	90839000				450											450	
TPD	Strategy	1114	90264000	337														337	
				20,611	24,672	24,710	38,655	22,167	36,844	43,799	30,223	31,665	21,667	27,394	15,516	31,295	4,027	373,244	
																			10,251
																			4,027

Prorate January - 11 days of 28
 1,817 714
 315 124

AF3

FY13 Admin Fee (P1-10)

AF7

True-Up Calculation

USD	1	2	3	4	5	6	7	8	9	10	Total	Check
	Feb-13	Mar-13	Apr-13	May-13	Jun-13	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13		
Fully Dedicated Payroll	AF8	203,426	875,021	566,976	577,620	683,440	998,982	550,630	179,351	610,913	5,808,723	-
Allocable Payroll	AF9	14,838	27,256	48,253	195,418	213,875	182,377	174,014	200,966	151,635	1,377,785	-
Fully Dedicated Non-Payroll	AF10	-	428,964	406,141	295,922	434,187	371,130	385,493	283,054	218,995	3,106,299	-
Allocable Non-Payroll	AF11	6,423	269,967	99,139	(81,713)	82,429	69,450	65,551	6,877	37,993	594,945	-
Capitalized Payroll	AF10	(256,825)	(300,132)	(652,271)	(370,571)	(467,607)	(375,241)	(374,366)	(469,263)	(377,347)	(4,021,941)	-
USD Subtotal		(32,137)	1,301,076	468,239	616,677	946,324	1,246,698	671,517	362,099	675,132	6,865,810	-
Average Exchange Rate												
(USD to CAD)	AF2	1.01	1.02	1.02	1.02	1.04	1.04	1.04	1.03	1.04	1.05	
CAD												
Fully Dedicated Payroll	Calculated	205,600	894,184	576,929	590,486	707,820	1,035,419	572,992	185,572	633,843	5,992,735	
Allocable Payroll	Calculated	14,997	27,853	49,100	199,771	221,504	189,029	181,081	207,937	157,327	1,426,030	
Fully Dedicated Non-Payroll	Calculated	-	438,358	413,271	302,514	449,676	384,667	293,881	398,865	293,679	3,204,624	
Allocable Non-Payroll	Calculated	6,492	275,880	100,880	(83,533)	85,370	71,983	40,403	67,825	7,135	612,288	
Capitalized Payroll	Calculated	(259,569)	(306,705)	(663,721)	(378,825)	(484,288)	(388,927)	(389,569)	(485,540)	(391,511)	(4,145,492)	
CAD Subtotal		(32,480)	1,329,570	476,458	630,413	980,081	1,292,171	698,787	374,659	700,473	7,090,185	
CAD CHECK		-	-	-	-	-	-	-	-	-	-	
Canada PD TMs (CAD)	AF12	114,118	164,399	90,941	135,733	191,887	151,297	147,057	185,852	132,065	1,431,028	
Total (CAD)	Calculated	81,638	1,493,969	567,400	766,146	1,171,968	1,443,468	845,844	560,512	832,538	8,521,213	-

Cont Center 90281600, FT33 PD6 Payroll Detail by TM
 Source: PeopleSoft Query
 AFB

EMPL	PRV	END_DT	FAVS	END_DT	COMPANY	PAYGROUP	TOT_TRM_CD	DRKCD	LINE_DESCR	WGT_HRS_UNITS	MONETARY_AMOUNT	DEFTD	WGT_WORK_CENTER	TOT_GL_LOC	WGT_GL_CTR	AMOUNT	PROJECT_ID	BUSINESS_UNIT_GL
7/2/2013	7/13/2013	6/29/2013	4 X04	E	REG	Accrual Reversal	-40	(1,718.46)	051902163	501	2163	511000000	CR					
7/2/2013	7/13/2013	6/29/2013	4 X04	E	REG	Accrual Reversal	-40	12,413.33	051902163	501	2163	511000000	CR					
7/2/2013	7/13/2013	6/29/2013	4 X04	E	REG	Accrual Reversal	11	57.31	051902163	501	2163	511000000	CR					
7/2/2013	7/13/2013	6/29/2013	4 X04	E	REG	Accrual Reversal	4	184.04	051902163	501	2163	511000000	CR					
7/2/2013	7/13/2013	6/29/2013	4 X04	E	PHE	Accrual Reversal	-4	(184.04)	051902163	501	2163	511000000	CR					
7/2/2013	7/13/2013	6/29/2013	4 X04	E	PHE	Accrual Reversal	-11	(572.31)	051902163	501	2163	511000000	CR					
7/2/2013	7/13/2013	6/29/2013	4 X04	E	REG	Accrual Reversal	-40	(1,642.31)	051902163	501	2163	511000000	CR					
7/2/2013	7/13/2013	6/29/2013	4 X04	E	REG	Accrual Reversal	-4	177.85	051902163	501	2163	511000000	CR					
7/2/2013	7/13/2013	6/29/2013	4 X04	E	PHE	Accrual Reversal	-4	(1,464.46)	051902163	501	2163	511000000	CR					
7/2/2013	7/13/2013	6/29/2013	4 X04	E	REG	Accrual Reversal	-40	(2,663.46)	051902163	501	2163	511000000	CR					
7/2/2013	7/13/2013	6/29/2013	4 X04	E	REG	Accrual Reversal	24	1,999.61	051902163	501	2163	511000000	CR					
7/2/2013	7/13/2013	6/29/2013	4 X04	E	REG	Accrual Reversal	-24	(1,999.61)	051902163	501	2163	511000000	CR					
7/2/2013	7/13/2013	6/29/2013	4 X04	E	VAN	Accrual Reversal	-40	(1,432.59)	051902163	501	2163	511000000	CR					
7/2/2013	7/13/2013	6/29/2013	4 X04	E	REG	Accrual Reversal	-40	(2,216.54)	051902163	501	2163	511000000	CR					
7/2/2013	7/13/2013	6/29/2013	4 X04	E	REG	Accrual Reversal	-40	(1,792.31)	051902163	501	2163	511000000	CR					
7/2/2013	7/13/2013	6/29/2013	4 X04	E	REG	Accrual Reversal	11	440.77	051902163	501	2163	511000000	CR					
7/2/2013	7/13/2013	6/29/2013	4 X04	E	VAN	Accrual Reversal	-53	(4,462.31)	051902163	501	2163	511000000	CR					
7/2/2013	7/13/2013	6/29/2013	4 X04	E	REG	Accrual Reversal	-40	(1,596.36)	051902163	501	2163	511000000	CR					
7/2/2013	7/13/2013	6/29/2013	4 X04	E	REG	Accrual Reversal	-40	(551.54)	051902163	501	2163	511000000	CR					
7/2/2013	7/13/2013	6/29/2013	4 X04	E	REG	Accrual Reversal	-40	(1,178.85)	051902163	501	2163	511000000	CR					
7/2/2013	7/13/2013	6/29/2013	4 X04	E	REG	Accrual Reversal	18	551.54	051902163	501	2163	511000000	CR					
7/2/2013	7/13/2013	6/29/2013	4 X04	E	REG	Accrual Reversal	4	(137.86)	051902163	501	2163	511000000	CR					
7/2/2013	7/13/2013	6/29/2013	4 X04	E	PHE	Accrual Reversal	-16	(1,619.33)	051902163	501	2163	511000000	CR					
7/2/2013	7/13/2013	6/29/2013	4 X04	E	REG	Accrual Reversal	-40	(2,548.88)	051902163	501	2163	511000000	CR					
7/2/2013	7/13/2013	6/29/2013	4 X04	E	REG	Accrual Reversal	16	1,619.33	051902163	501	2163	511000000	CR					
7/2/2013	7/13/2013	6/29/2013	4 X04	E	REG	Accrual Reversal	8	391.16	051902163	501	2163	511000000	CR					
7/2/2013	7/13/2013	6/29/2013	4 X04	E	VAN	Accrual Reversal	-8	(391.16)	051902163	501	2163	511000000	CR					
7/2/2013	7/13/2013	6/29/2013	4 X04	E	REG	Accrual Reversal	-40	(1,825.77)	051902163	501	2163	511000000	CR					
7/2/2013	7/13/2013	6/29/2013	4 X04	E	REG	Accrual Reversal	20	1,027.69	051902163	501	2163	511000000	CR					
7/2/2013	7/13/2013	6/29/2013	4 X04	E	REG	Accrual Reversal	8	411.16	051902163	501	2163	511000000	CR					
7/2/2013	7/13/2013	6/29/2013	4 X04	E	REG	Accrual Reversal	-8	(427.89)	051902163	501	2163	511000000	CR					
7/2/2013	7/13/2013	6/29/2013	4 X04	E	VAN	Accrual Reversal	-20	(1,025.77)	051902163	501	2163	511000000	CR					
7/2/2013	7/13/2013	6/29/2013	4 X04	E	REG	Accrual Reversal	-40	(2,41.93)	051902163	501	2163	511000000	CR					
7/2/2013	7/13/2013	6/29/2013	4 X04	E	VAN	Accrual Reversal	4	(241.93)	051902163	501	2163	511000000	CR					
7/2/2013	7/13/2013	6/29/2013	4 X04	E	REG	Accrual Reversal	-40	(2,419.23)	051902163	501	2163	511000000	CR					
7/2/2013	7/13/2013	6/29/2013	4 X04	E	REG	Accrual Reversal	-40	(1,912.11)	051902163	501	2163	511000000	CR					
7/2/2013	7/13/2013	6/29/2013	4 X04	E	REG	Accrual Reversal	-40	(2,071.16)	051902163	501	2163	511000000	CR					
7/2/2013	7/13/2013	6/29/2013	4 X04	E	REG	Accrual Reversal	16	828.46	051902163	501	2163	511000000	CR					
7/2/2013	7/13/2013	6/29/2013	4 X04	E	VAN	Accrual Reversal	-16	(828.46)	051902163	501	2163	511000000	CR					
7/2/2013	7/13/2013	6/29/2013	4 X04	E	REG	Accrual Reversal	-40	(2,071.16)	051902163	501	2163	511000000	CR					
7/2/2013	7/13/2013	6/29/2013	4 X04	E	REG	Accrual Reversal	4	197.31	051902163	501	2163	511000000	CR					
7/2/2013	7/13/2013	6/29/2013	4 X04	E	REG	Accrual Reversal	4	(197.31)	051902163	501	2163	511000000	CR					
7/2/2013	7/13/2013	6/29/2013	4 X04	E	VAN	Accrual Reversal	-4	(197.31)	051902163	501	2163	511000000	CR					
7/2/2013	7/13/2013	6/29/2013	4 X04	E	REG	Accrual Reversal	-40	(2,055.54)	051902163	501	2163	511000000	CR					
7/2/2013	7/13/2013	6/29/2013	4 X04	E	VAN	Accrual Reversal	-4	(205.54)	051902163	501	2163	511000000	CR					
7/2/2013	7/13/2013	6/29/2013	4 X04	E	REG	Accrual Reversal	-40	(1,783.77)	051902163	501	2163	511000000	CR					
7/2/2013	7/13/2013	6/29/2013	4 X04	E	REG	Accrual Reversal	4	162.69	051902163	501	2163	511000000	CR					
7/2/2013	7/13/2013	6/29/2013	4 X04	E	PHE	Accrual Reversal	-4	(1,62.69)	051902163	501	2163	511000000	CR					
7/2/2013	7/13/2013	6/29/2013	4 X04	E	REG	Accrual Reversal	-40	(1,628.46)	051902163	501	2163	511000000	CR					
7/2/2013	7/13/2013	6/29/2013	4 X04	E	REG	Accrual Reversal	-40	(1,161.54)	051902163	501	2163	511000000	CR					
7/2/2013	7/13/2013	6/29/2013	4 X04	E	REG	Accrual Reversal	-40	(2,418.46)	051902163	501	2163	511000000	CR					
7/2/2013	7/13/2013	6/29/2013	4 X04	E	REG	Accrual Reversal	-40	(2,403.77)	051902163	501	2163	511000000	CR					
7/2/2013	7/13/2013	6/29/2013	4 X04	E	REG	Accrual Reversal	-40	(1,178.85)	051902163	501	2163	511000000	CR					
7/2/2013	7/13/2013	6/29/2013	4 X04	E	REG	Accrual Reversal	-40	(1,628.46)	051902163	501	2163	511000000	CR					
7/2/2013	7/13/2013	6/29/2013	4 X04	E	REG	Accrual Reversal	-40	(2,403.85)	051902163	501	2163	511000000	CR					
7/2/2013	7/13/2013	6/29/2013	4 X04	E	VAN	Accrual Reversal	20	1,139.43	051902163	501	2163	511000000	CR					

Cost Center 52100000, FT13 PDS Payroll Detail by TM
 Source: Peoplesoft Query
 A18b

RUN_DT	EMPLID	PAY_EVD_DT	LAUREL_EVD_DT	COMPANY	PAYGROUP	TOT_TRANK_CD	EMPL_CD	LINE_DESCR	TOT_UNITS	MONETARY_AMOUNT	DEPTID	TOT_WORK_CENTER	TET_GL_LOC	TET_GL_DEV_CTR	ACCOUNT	PROJECT_ID	BUSINESS_UNIT_GL
7/12/2013		7/12/2013	6/12/2013	24 X14		E	REG	Accrual Reversal	-40	(3,218.85)	05010213		501	2213	511000000		CR
7/12/2013		7/12/2013	6/12/2013	14 X14		E	REG	Accrual Reversal	-40	(2,142.71)	05010213		501	2213	511000000		CR
7/12/2013		7/12/2013	6/12/2013	14 X14		E	PHE	Accrual Reversal	-2	(152.60)	05010213		501	2213	511000000		CR
7/12/2013		7/12/2013	6/12/2013	14 X14		E	REG	Accrual Reversal	-4	(457.49)	05010213		501	2213	511000000		CR
7/12/2013		7/12/2013	6/12/2013	14 X14		E	REG	Accrual Reversal	-40	(2,344.48)	05010213		501	2213	511000000		CR
7/12/2013		7/12/2013	6/12/2013	14 X14		E	REG	Accrual Reversal	8	467.69	05010213		501	2213	511000000		CR
7/12/2013		7/12/2013	6/12/2013	14 X14		E	REG	Accrual Reversal	2	116.32	05010213		501	2213	511000000		CR
7/12/2013		7/12/2013	6/12/2013	14 X14		E	REG	Accrual Reversal	-40	(2,244.61)	05010213		501	2213	511000000		CR
7/12/2013		7/12/2013	6/12/2013	14 X14		E	REG	Accrual Reversal	-40	(1,521.00)	05010213		501	2213	511000000		CR
7/12/2013		7/12/2013	6/12/2013	14 X14		E	REG	Accrual Reversal	24	1,718.85	05010213		501	2213	511000000		CR
7/12/2013		7/12/2013	6/12/2013	14 X14		E	REG	Accrual Reversal	-40	(1,789.85)	05010213		501	2213	511000000		CR
7/12/2013		7/12/2013	6/12/2013	14 X14		E	REG	Accrual Reversal	-40	(2,578.07)	05010213		501	2213	511000000		CR
7/12/2013		7/12/2013	6/12/2013	14 X14		E	REG	Accrual Reversal	-40	(2,596.39)	05010213		501	2213	511000000		CR
7/12/2013		7/12/2013	6/12/2013	14 X14		E	REG	Accrual Reversal	-40	(2,209.61)	05010213		501	2213	511000000		CR
7/12/2013		7/12/2013	6/12/2013	14 X14		E	REG	Accrual Reversal	2	129.71	05010213		501	2213	511000000		CR
7/12/2013		7/12/2013	6/12/2013	14 X14		E	REG	Accrual Reversal	-40	(2,292.11)	05010213		501	2213	511000000		CR
7/12/2013		7/12/2013	6/12/2013	14 X14		E	REG	Accrual Reversal	4	241.63	05010213		501	2213	511000000		CR
7/12/2013		7/12/2013	6/12/2013	14 X14		E	REG	Accrual Reversal	4	241.63	05010213		501	2213	511000000		CR
7/12/2013		7/12/2013	6/12/2013	14 X14		E	REG	Accrual Reversal	2	115.96	05010213		501	2213	511000000		CR
7/12/2013		7/12/2013	6/12/2013	14 X14		E	PHE	Accrual Reversal	-2	(115.96)	05010213		501	2213	511000000		CR
7/12/2013		7/12/2013	6/12/2013	14 X14		E	VAN	Accrual Reversal	-4	(131.90)	05010213		501	2213	511000000		CR
7/12/2013		7/12/2013	6/12/2013	14 X14		E	VAN	Accrual Reversal	-4	(131.90)	05010213		501	2213	511000000		CR
7/12/2013		7/12/2013	6/12/2013	14 X14		E	REG	Accrual Reversal	-40	(2,119.23)	05010213		501	2213	511000000		CR
7/12/2013		7/12/2013	6/12/2013	14 X14		E	REG	Accrual Reversal	10	490.44	05010213		501	2213	511000000		CR
7/12/2013		7/12/2013	6/12/2013	14 X14		E	REG	Accrual Reversal	8	369.34	05010213		501	2213	511000000		CR
7/12/2013		7/12/2013	6/12/2013	14 X14		E	PHE	Accrual Reversal	-10	(190.48)	05010213		501	2213	511000000		CR
7/12/2013		7/12/2013	6/12/2013	14 X14		E	REG	Accrual Reversal	-40	(1,801.30)	05010213		501	2213	511000000		CR
7/12/2013		7/12/2013	6/12/2013	14 X14		E	REG	Accrual Reversal	4	205.30	05010213		501	2213	511000000		CR
7/12/2013		7/12/2013	6/12/2013	14 X14		E	REG	Accrual Reversal	-40	(2,053.59)	05010213		501	2213	511000000		CR
7/12/2013		7/12/2013	6/12/2013	14 X14		E	REG	Accrual Reversal	11	236.80	05010213		501	2213	511000000		CR
7/12/2013		7/12/2013	6/12/2013	14 X14		E	REG	Accrual Reversal	-12	(1,236.18)	05010213		501	2213	511000000		CR
7/12/2013		7/12/2013	6/12/2013	14 X14		E	VAN	Accrual Reversal	-16.58	(1,371.71)	05010213		501	2213	511000000		CR
7/12/2013		7/12/2013	6/12/2013	14 X14		E	REG	Non-Exempt Accrual Reversal	30.92	(445.70)	05010213		501	2213	511000000		CR
7/12/2013		7/12/2013	6/12/2013	14 X14		E	REG	REG-CH EFN	80	958.94	05010213		501	2213	511000000		CR
7/12/2013		7/12/2013	6/12/2013	14 X14		E	REG	REG-CH EFN	80	371.71	05010213		501	2213	511000000		CR
7/12/2013		7/12/2013	6/12/2013	14 X14		E	REG	Reg Emts	80	4,057.49	05010213		501	2213	511000000		CR
7/12/2013		7/12/2013	6/12/2013	14 X14		E	REG	Reg Emts	80	3,029.85	05010213		501	2213	511000000		CR
7/12/2013		7/12/2013	6/12/2013	14 X14		E	REG	VAN-CH EFN	-40	(1,046.39)	05010213		501	2213	511000000		CR
7/12/2013		7/12/2013	6/12/2013	14 X14		E	REG	Reg Emts	80	4,261.54	05010213		501	2213	511000000		CR
7/12/2013		7/12/2013	6/12/2013	14 X14		E	REG	Reg Emts	80	4,461.35	05010213		501	2213	511000000		CR
7/12/2013		7/12/2013	6/12/2013	14 X14		E	REG	Reg Emts	16	4,461.35	05010213		501	2213	511000000		CR
7/12/2013		7/12/2013	6/12/2013	14 X14		E	REG	Reg Emts	16	4,461.35	05010213		501	2213	511000000		CR
7/12/2013		7/12/2013	6/12/2013	14 X14		E	REG	Reg Emts	-16	(4,461.35)	05010213		501	2213	511000000		CR
7/12/2013		7/12/2013	6/12/2013	14 X14		E	PHE	Reg Emts	-16	(835.13)	05010213		501	2213	511000000		CR
7/12/2013		7/12/2013	6/12/2013	14 X14		E	REG	Reg Emts	-8	(445.92)	05010213		501	2213	511000000		CR
7/12/2013		7/12/2013	6/12/2013	14 X14		E	VAN	Reg Emts	80	4,459.23	05010213		501	2213	511000000		CR
7/12/2013		7/12/2013	6/12/2013	14 X14		E	REG	Reg Emts	16	3,850.00	05010213		501	2213	511000000		CR
7/12/2013		7/12/2013	6/12/2013	14 X14		E	REG	Reg Emts	80	5,845.15	05010213		501	2213	511000000		CR
7/12/2013		7/12/2013	6/12/2013	14 X14		E	REG	Reg Emts	80	5,166.77	05010213		501	2213	511000000		CR
7/12/2013		7/12/2013	6/12/2013	14 X14		E	REG	Reg Emts	80	5,166.77	05010213		501	2213	511000000		CR
7/12/2013		7/12/2013	6/12/2013	14 X14		E	REG	Reg Emts	80	4,413.23	05010213		501	2213	511000000		CR
7/12/2013		7/12/2013	6/12/2013	14 X14		E	REG	Reg Emts	80	5,186.46	05010213		501	2213	511000000		CR
7/12/2013		7/12/2013	6/12/2013	14 X14		E	REG	Reg Emts	4	134.63	05010213		501	2213	511000000		CR
7/12/2013		7/12/2013	6/12/2013	14 X14		E	REG	Reg Emts	4	255.42	05010213		501	2213	511000000		CR
7/12/2013		7/12/2013	6/12/2013	14 X14		E	REG	Reg Emts	39.63	(518.63)	05010213		501	2213	511000000		CR
7/12/2013		7/12/2013	6/12/2013	14 X14		E	REG	Reg Emts	80	4,415.76	05010213		501	2213	511000000		CR
7/12/2013		7/12/2013	6/12/2013	14 X14		E	REG	Reg Emts	80	4,634.46	05010213		501	2213	511000000		CR
7/12/2013		7/12/2013	6/12/2013	14 X14		E	REG	Reg Emts	80	4,483.85	05010213		501	2213	511000000		CR
7/12/2013		7/12/2013	6/12/2013	14 X14		E	REG	Reg Emts	-86	(3,603.85)	05010213		501	2213	511000000		CR
7/12/2013		7/12/2013	6/12/2013	14 X14		E	REG	Reg Emts	80	4,107.69	05010213		501	2213	511000000		CR
7/12/2013		7/12/2013	6/12/2013	14 X14		E	REG	Reg Emts	80	4,464.46	05010213		501	2213	511000000		CR
7/12/2013		7/12/2013	6/12/2013	14 X14		E	REG	Reg Emts	80	3,591.31	05010213		501	2213	511000000		CR

Cost Center 93252000, FY13 P06 Payroll Detail by TM
 Source: PeopleSoft Query
 ARSC

GL EMP_ACCOUNTING	834	Pay Period End	Run Date	Check #	Check Dt	Hrs/Min	Line Descr	Amount	Acct	GL Loc	GL Exp Ctr	LD Loc	LD Exp Ctr	CD Exp Ctr	CD Group	Empm Chgts	Earns Emr	Off Cycle	Project	Job Code
		7/13/2013	7/15/2013	43180337	7/19/2013	80 00000	Reg Hrs	5,038.46	5110000000	0501	5653	0501	5653	14	X14	LM	7/13/2013 N		29523	41694
		7/13/2013	7/15/2013	43180337	7/19/2013	-24 00000	Reg Hrs	(1,511.54)	5110000000	0501	5653	0501	5653	14	X14	LM	7/13/2013 N		29523	41694
		7/13/2013	7/15/2013	43180337	7/19/2013	4 00000	PHE-Oth ERN	251.92	5110000000	0501	5653	0501	5653	14	X14	LM	7/13/2013 N		29523	41694
		7/13/2013	7/15/2013	43180337	7/19/2013	-4 00000	Reg Hrs	(251.92)	5110000000	0501	5653	0501	5653	14	X14	LM	7/13/2013 N		29523	41694
		7/13/2013	7/15/2013	43180337	7/19/2013	24 00000	VAN-Oth ERN	1,511.54	5110000000	0501	5653	0501	5653	14	X14	LM	7/13/2013 N		29523	41694
		7/13/2013	7/15/2013	43180335	7/19/2013	80 00000	Reg Hrs	6,050.00	5110000000	0501	5653	0501	5653	14	X14	LM	7/13/2013 N		29523	41694
		7/13/2013	7/15/2013	43180338	7/19/2013	40 00000	VAN-Oth ERN	2,659.62	5110000000	0501	5653	0501	5653	14	X14	LM	7/13/2013 N		29523	41694
		7/13/2013	7/15/2013	43180338	7/19/2013	-40 00000	Reg Hrs	(2,659.62)	5110000000	0501	5653	0501	5653	14	X14	LM	7/13/2013 N		29523	41694
		7/13/2013	7/15/2013	43180338	7/19/2013	80 00000	Reg Hrs	5,319.23	5110000000	0501	5653	0501	5653	14	X14	LM	7/13/2013 N		29523	41694
		7/13/2013	7/15/2013	0	7/8/2013	-30 03000	Non-Exempt Accrual Reversal	(704.50)	5150000000	0501	5653	0501	5653	14	A14	RG	7/13/2013 N		29523	41694
		7/13/2013	7/15/2013	43057972	7/19/2013	30 03000	REG-Oth ERN	704.50	5150000000	0501	5653	0501	5653	14	A14	RG	7/13/2013 N		29523	41694
		7/13/2013	7/15/2013	43057972	7/19/2013	32 02000	REG-Oth ERN	751.19	5150000000	0501	5653	0501	5653	14	A14	RG	7/13/2013 N		29523	41694
		7/13/2013	7/15/2013	43180334	7/19/2013	80 00000	Reg Hrs	9,157.69	5110000000	0501	5653	0501	5653	14	X14	DM	7/13/2013 N		29523	41694
		7/13/2013	7/15/2013	43180334	7/19/2013	4 00000	PHE-Oth ERN	457.88	5110000000	0501	5653	0501	5653	14	X14	DM	7/13/2013 N		29523	41694
		7/13/2013	7/15/2013	43180334	7/19/2013	-4 00000	Reg Hrs	(457.88)	5110000000	0501	5653	0501	5653	14	X14	DM	7/13/2013 N		29523	41694
		7/13/2013	7/15/2013	43180334	7/19/2013	-36 00000	Reg Hrs	(4,120.96)	5110000000	0501	5653	0501	5653	14	X14	DM	7/13/2013 N		29523	41694
		7/13/2013	7/15/2013	43180334	7/19/2013	36 00000	VAN-Oth ERN	4,120.96	5110000000	0501	5653	0501	5653	14	X14	DM	7/13/2013 N		29523	41694
		7/13/2013	7/15/2013	43180339	7/19/2013	80 00000	Reg Hrs	6,223.08	5110000000	0501	5653	0501	5653	14	X14	DM	7/13/2013 N		29523	41694
		7/13/2013	7/15/2013	43180341	7/19/2013	80 00000	Reg Hrs	3,200.00	5110000000	0501	5653	0501	5653	14	X14	EX	7/13/2013 N		29523	41694
		7/13/2013	7/15/2013	43180341	7/19/2013	-8 00000	PHE-Oth ERN	(320.00)	5110000000	0501	5653	0501	5653	14	X14	EX	7/13/2013 N		29523	41694
		7/13/2013	7/15/2013	43180341	7/19/2013	8 00000	Reg Hrs	(320.00)	5110000000	0501	5653	0501	5653	14	X14	EX	7/13/2013 N		29523	41694
		7/13/2013	7/15/2013	43180333	7/19/2013	80 00000	Reg Hrs	3,703.85	5110000000	0501	5653	0501	5653	14	X14	EX	7/13/2013 N		29523	41694
		7/13/2013	7/15/2013	43180333	7/19/2013	8 00000	VAN-Oth ERN	370.38	5110000000	0501	5653	0501	5653	14	X14	EX	7/13/2013 N		29523	41694
		7/13/2013	7/15/2013	43180333	7/19/2013	-16 00000	Reg Hrs	(740.77)	5110000000	0501	5653	0501	5653	14	X14	EX	7/13/2013 N		29523	41694
		7/13/2013	7/15/2013	43180333	7/19/2013	16 00000	VAN-Oth ERN	740.77	5110000000	0501	5653	0501	5653	14	X14	EX	7/13/2013 N		29523	41694
		7/13/2013	7/15/2013	43180340	7/19/2013	80 00000	Reg Hrs	3,096.15	5110000000	0501	5653	0501	5653	14	X14	EX	7/13/2013 N		29523	41694
		7/13/2013	7/15/2013	43180336	7/19/2013	80 00000	Reg Hrs	5,665.38	5110000000	0501	5653	0501	5653	14	X14	EX	7/13/2013 N		29523	41694
		7/13/2013	7/15/2013	43435291	8/2/2013	-24 00000	Reg Hrs	(1,511.54)	5110000000	0501	5653	0501	5653	14	X14	LM	7/27/2013 N		29523	41694
		7/13/2013	7/15/2013	43435291	8/2/2013	24 00000	Reg Hrs	5,038.46	5110000000	0501	5653	0501	5653	14	X14	LM	7/27/2013 N		29523	41694
		7/13/2013	7/15/2013	43435291	8/2/2013	80 00000	VAN-Oth ERN	1,511.54	5110000000	0501	5653	0501	5653	14	X14	LM	7/27/2013 N		29523	41694
		7/13/2013	7/15/2013	43435291	8/2/2013	80 00000	Reg Hrs	6,050.00	5110000000	0501	5653	0501	5653	14	X14	LM	7/27/2013 N		29523	41694
		7/13/2013	7/15/2013	43435289	8/2/2013	40 00000	VAN-Oth ERN	3,025.00	5110000000	0501	5653	0501	5653	14	X14	LM	7/27/2013 N		29523	41694
		7/13/2013	7/15/2013	43435289	8/2/2013	-40 00000	Reg Hrs	(3,025.00)	5110000000	0501	5653	0501	5653	14	X14	LM	7/27/2013 N		29523	41694
		7/13/2013	7/15/2013	43435292	8/2/2013	80 00000	Reg Hrs	758.93	5150000000	0501	5653	0501	5653	14	A14	RG	7/20/2013 N		29523	41694
		7/13/2013	7/15/2013	43312484	8/2/2013	32 35000	REG-Oth ERN	5,319.23	5110000000	0501	5653	0501	5653	14	X14	DM	7/27/2013 N		29523	41694
		7/13/2013	7/15/2013	43312484	8/2/2013	33 62000	REG-Oth ERN	788.73	5150000000	0501	5653	0501	5653	14	A14	RG	7/20/2013 N		29523	41694
		7/13/2013	7/15/2013	43435288	8/2/2013	8 00000	VAN-Oth ERN	915.77	5110000000	0501	5653	0501	5653	14	X14	DM	7/27/2013 N		29523	41694
		7/13/2013	7/15/2013	43435288	8/2/2013	80 00000	Reg Hrs	9,157.69	5110000000	0501	5653	0501	5653	14	X14	DM	7/27/2013 N		29523	41694
		7/13/2013	7/15/2013	43435288	8/2/2013	-8 00000	Reg Hrs	(915.77)	5110000000	0501	5653	0501	5653	14	X14	DM	7/27/2013 N		29523	41694
		7/13/2013	7/15/2013	43435294	8/2/2013	80 00000	Reg Hrs	3,200.00	5110000000	0501	5653	0501	5653	14	X14	EX	7/27/2013 N		29523	41694
		7/13/2013	7/15/2013	43435294	8/2/2013	80 00000	Reg Hrs	5,665.38	5110000000	0501	5653	0501	5653	14	X14	EX	7/27/2013 N		29523	41694
		8/3/2013	8/6/2013	0	8/5/2013	38 77000	Non-Exempt Accrual	909.54	5150000000	0501	5653	0501	5653	14	A14	RG	8/3/2013 N		29523	41694
								95,019.92												

ARSC

FY13 Allocable Payroll
AF9

Payroll	Allocable Payroll												YTD	Company Code	Type
	Cost Center	Nov	Oct	Sep	Aug	July	June	May	Apr	March	Feb	Jan			
PD 90265000	5,100	5,108	6,307	5,100	5,108	9,089	5,005	17,423	8,029			40,826	1001	Service	
PD 90266000	15,896	23,481	24,375	22,121	16,673	19,060	17,423	15,515				163,264	1001	Service	
PD 90276000	-	(11,154)	(8,923)	(1,501)	37,164	17,746	15,515					28,787	1001	Service	
PD 90279000	10,062	10,047	12,592	10,062	10,047	12,592	10,062					75,462	1001	Service	
PD 90287000	-	-	-	(4,353)	(5,441)	(4,353)	-					(14,146)	1113	Service	
PD 90289000	-	-	-	24,592	40,844	19,937	19,937					108,311	1113	Service	
PD 90290000	-	-	8,959	8,978	(1,528)	-	-					16,410	1113	Service	
PD 90303000	9,615	9,615	3,200	796	(1,408)	3,200	19,231					44,247	1113	Service	
PD 90308000	4,200	5,105	16,950	5,185	5,193	6,473	5,185				4,992	70,503	1113	Service	
PD 91310500	-	786	786	786	786	786	786					7,056	1113	Service	
PD 90021000	5,592	5,552	5,633	-	(7,194)	(6,305)	45					5,322	1113	Service	
PD 90296000	-	-	-	-	-	-	-					-	1113	Service	
PD 90010000	-	-	-	-	-	-	-					-	1113	Service	
PD 90232000	-	-	-	-	-	-	-					-	1113	Service	
PD 90239000	-	-	-	-	-	-	-					-	1113	Service	
PD 90294000	-	-	-	-	-	-	-					-	1113	Service	
PD 91310800	-	-	-	-	-	-	-					-	1113	Service	
PD 90281000	-	1,031	-	-	-	-	-					1,031	1113	Service	
PD 92108000	-	-	-	-	-	-	-					-	1113	Service	
PD 25028405	-	(9,447)	(7,557)	(7,557)	(9,447)	(7,557)	-					(41,566)	1114	Strategy	
PD 90007000	15,854	15,830	19,841	15,854	15,830	19,841	6,585					110,035	1114	Strategy	
PD 90018000	25,862	25,839	32,349	25,862	25,839	28,272	14,185					178,208	1114	Strategy	
PD 90244000	6,077	6,028	7,645	6,077	6,028	7,645	6,077					72,567	1114	Strategy	
PD 90253000	12,846	10,944	13,685	10,946	10,944	13,685	16,995				6,077	50,045	1114	Strategy	
PD 90259000	9,211	9,101	12,458	9,863	9,821	11,957	10,150					72,562	1114	Strategy	
PD 90261000	3,846	3,835	4,819	3,846	3,835	4,819	3,846					45,567	1114	Strategy	
PD 90263000	44,992	39,933	47,727	37,308	37,283	55,019	49,992					306,274	1114	Strategy	
	169,152.86	151,635.12	200,965.91	174,014.20	182,376.61	213,874.62	195,413.03	48,212.65	27,256.25	14,839.45		1,377,764.72	AF7		

FY13 Fully Dedicated Non-Payroll

AFIO	Pyramid	Collective	November	October	September	August	July	June	May	April	March	Feb	YTD	Company Code	Type
	Property Development	90281000	381,066.68	202,138.19	304,156.04	216,212.40	273,437.36	362,563.65	241,626.48	332,467.54	345,151.56		2,458,819.90	1001	Service
	Property Development	92108000	34,231.52	62,367.27	76,792.09	63,520.06	90,207.20	66,768.47	93,799.29	47,621.55	64,445.87		599,793.32	1114	Strategy
	Property Development	93252000	2,339.08	7,955.36	11,317.51	7,809.99	11,041.51	4,237.47	10,871.87	9,814.56	12,909.27		78,296.62	1114	Strategy
	Property Development	93260000	-	-	-	-	(7.00)	(6,519.03)	(27,370.78)	11,587.26	4,051.33		(18,258.22)	1114	Strategy
	Property Development	93221000	-	-	-	-	-	-	-	-	(1,113.16)		(1,113.16)	1114	Strategy
	Property Development	93223000	-	-	-	-	-	-	-	-	(1,244.85)		(1,244.85)	1114	Strategy
	Property Development	93224000	-	-	-	-	-	-	-	-	-		-	1114	Strategy
	Property Development	93225000	-	30,593.37	(6,772.50)	(5,130.58)	(3,546.67)	7,136.83	(23,004.96)	4,650.25	4,763.84		(13,312.43)	1114	Strategy
	Property Development	93226000	1,357.78	-	-	-	-	-	-	-	-		-	1114	Strategy
	Property Development	93528000	218,995.06	283,054.19	385,493.14	282,411.87	371,130.40	434,187.39	295,921.90	406,141.16	428,863.86		3,106,398.97	AF7	Strategy
		93706000	(378,319.47)	(377,346.65)	(469,262.57)	(374,366.16)	(375,240.57)	(467,607.30)	(370,570.69)	(652,270.80)	(900,132.04)		(4,002,941.21)	1114	Strategy
	TOTAL		(159,324.41)	(94,292.66)	(83,769.43)	(91,954.29)	(4,110.17)	(33,419.51)	(74,648.79)	(246,129.64)	128,831.82		(256,824.76)		

Tie Out to G.L. Detail
Month: July (P6) 2013

To support the balances included in the above table, a tie out to the G.L. detail by cost center and account has been completed for P6 of 2013. See the referenced page below for the supporting detail. Supporting detail comes from SAP ECC.

Cost Center	Total Cost Center Balance
90281000	273,437.36 AF10a
92108000	90,207.20 AF10b
93252000	11,041.51 AF10c
93221000	(7.00) AF10d
93225000	(3,546.67) AF10e
	371,130.40
	A

FY13 P06 Cost Center 90281000 Detail

A7100

Value Type	Cost Center	Cost Element	Cost element descr.	Period	Val in rep cur.	CO object name	Partner object	CO partner object name	Document Header Text	Name
			AIRFARE		13,828.74					
			CAR RENTAL		4,219.37					
			CELL PHONE EXPENSE		20,679.83					
			CONTROLABLE OTHER SERVICES PURCHA		200.93					
			EQUIPMENT EXPENSE		19.89					
			EXEMPT PAYROLL		776,469.18					
			FOREIGN AIRFARE		61,710.11					
			FOREIGN MEAL/ENTERTAINMENT		991.13					
			FOREIGN TRAVEL EXPENSES		53,843.33					
			FREIGHT EXPENSE		6.88					
			LEGAL SERVICES		1,834.08					
			LICENSES/FEES/OTHER TAXES		2,927.26					
			MILEAGE/PARKING REIMBURSABLE EXPENSE		1,581.20					
			MISCELLANEOUS BENEFITS EXPENSE		209.91					
			OFFICE SUPPLIES		183.54					
			OPERATING SUPPLIES		122.22					
			OTHER MEAL/ENTERTAINMENT		127.91					
			POSTAGE		262.87					
			PRINTING/DUP/ICATING		6.63					
			TRAVEL EXPENSES		1,049,906.54					

Less Payroll: (776,469.18) AF10

Payroll is excluded as it is accounted for within the fully dedicated payroll section

273,437.36

FY13 PD6 Cost Center 92108000 Detail
 AF10b

Value Type	Cost Center	Coast Element	Coast element descr.	Period	Val in rep cur	CO object name	Partner object	CO partner object name	Document Header Text	Name
			CAR RENTAL		202.12					
			CELL PHONE EXPENSE		3,569.33					
			DATA NETWORK EXPENSE		18.93					
			EQUIPMENT EXPENSE		90.00					
			EXEMPT PAYROLL		121,184.60					
			FOREIGN AIRFARE		25,814.09					
			FOREIGN MEALS/ENTERTAINMENT		2,454.27					
			FOREIGN TRAVEL EXPENSES		17,759.09					
			FREIGHT EXPENSE		1,698.41					
			MILEAGE/PARKING REIMBURSABLE EXPENSE		634.00					
			NONEXEMPT PAYROLL		5,937.73					
			OFFICE SUPPLIES		106.29					
			OTHER EXPENSE		31.40					
			OTHER MEALS/ENTERTAINMENT		2,104.03					
			OVERTIME		97.03					
			PROFESSIONAL DUES/MEMBERSHIPS/SUBSCRIP		35,000.00					
			TEAM MEMBER MEALS/ENTERTAINMENT		192.11					
			TELECOM MAINTENANCE		145.79					
			TRAVEL EXPENSES		427.30					
					217,426.98					

*Less Payroll: (121,184.60)
 *Less Nonexempt Payroll (5,937.73)
 *Less Overtime (97.03)
90,207.20 AF10

*Payroll is excluded as it is accounted for within the fully dedicated payroll section

FY13 P06 Cost Center 93252000 Detail

AF10

Value Type	Cost Center	Cost Element	Cost element descr.	Period	Val in rep cur.	CO object name	Partner object	CO partner object name	Document Header Text	Name
			AIRFARE		292.59					
			CAR RENTAL		56.22					
			CELL PHONE EXPENSE		698.38					
			DATA NETWORK EXPENSE		133.77					
			EXEMPT PAYROLL		92,084.61					
			FOREIGN AIRFARE		692.69					
			FOREIGN MEAL ENTERTAINMENT		1,384.77					
			FOREIGN TRAVEL EXPENSES		1,382.64					
			LICENSE/TEST/OTHER DUES		29.00					
			LICENSE/TEST/OTHER DUES/SALE EXPENSE		29.00					
			MISCELLANEOUS BENEFITS EXPENSE		83.17					
			NONEXEMPT PAYROLL		3,208.39					
			OTHER EXPENSE		6,489.99					
			OTHER MEAL ENTERTAINMENT		79.14					
			OTHER PROFESSIONAL SERVICES		150.00					
			PROFESSIONAL DUES/MEMBERSHIP/SUBSCR		45.48					
			TEAM MEMBER MEAL ENTERTAINMENT		76.68					
			TRAVEL EXPENSES		183.39					
					106,334.51					

1. Less Payroll: (92,084.61)
 2. Less Nonexempt Payroll: (3,208.39)
11,041.51 AF10

*Payroll is excluded as it is accounted for within the fully dedicated payroll section

FY13 PD6 Cost Center 93221000 Detail

AF104

Value Type	Cost Center	Cost Element	Cost element descr.	Period	Val in rep. cur.	CO object name	Partner object	CO partner object	Document Header Text	Name
4	93221000	7210130	BUSINESS PROCESS COORDINATI6		-7.00	PD OPS CAN US			CAN BFC JUNE Corrtct	PRPACT/CAN BFC JUNE CORRECT- NEW RATES
					-7.00					

AF10

PT13 P06 Cost Center 93235000 Detail

AF10e

Value Type	Cost Center	Cost Element	Cost element descr.	Period	Val in rep. cur.	CO object name	Partner object	CO partner object name	Document Header Text	Name
			AIRFARE		51.25					
			CAR RENTAL		104.88					
			EXEMPT PAYROLL		-					
			FOREIGN AIRFARE		(1,058.44)					
			FOREIGN MEAL/ENTERTAINMENT		5.15					
			FOREIGN TRAVEL EXPENSES		(3,928.18)					
			LEGAL SERVICES		(1,834.08)					
			OFFICE SUPPLIES		127.36					
			OPERATING SUPPLIES		18.96					
			OTHER MEAL/ENTERTAINMENT		22.58					
			TEAM MEMBER MEAL/ENTERTAINM		38.61					
			TRAVEL EXPENSES		2,903.24					
					(3,548.67)					

AF10

AF11 Allocable Non-Payroll

Allocable	Feb	March	April	May	June	July	August	September	October	November	YTD	Company Code	Type
Pyramid													
Property Development	90305000	658.91	756.62	1,096.98	545.55	874.73	347.63	472.27	1,046.57	1,239.91	7,039.16	1001	Service
Property Development	90007000	16,502.44	3,707.52	4,289.88	3,244.90	7,794.63	1,771.77	3,221.76	3,017.61	4,476.71	48,027.23	1114	Strategy
Property Development	90010000	2,763.76	622.57	698.42	1,404.19	1,333.30	584.20	1,064.87	462.23	304.68	9,236.23	1114	Strategy
Property Development	90018000	8,051.49	3,932.85	1,683.84	3,019.30	1,431.81	1,383.90	2,038.78	2,059.81	1,491.38	25,093.16	1114	Strategy
Property Development	90021000	36,518.85	19,343.30	12,063.70	13,449.06	13,990.91	8,594.16	9,453.19	6,591.71	5,053.63	124,998.49	1114	Strategy
Property Development	90240000	16,064.53	3,717.49	444.40	725.73	228.70	643.99	1,274.95	2,485.54	2,548.85	28,134.18	1114	Strategy
Property Development	90245000	24,422.79	8,050.28	17,475.63	9,776.44	8,708.79	2,129.98	10,464.32	5,608.82	2,088.22	88,725.28	1114	Strategy
Property Development	90259000	2,191.40	5,633.96	3,117.30	1,440.63	973.08	(3,040.93)	1,705.36	622.76	227.33	16,241.08	1114	Strategy
Property Development	90253000	15,950.62	4,077.95	2,272.67	4,680.56	2,833.90	3,715.11	9,104.77	5,221.72	735.62	48,592.93	1114	Strategy
Property Development	90264000	2,442.42	702.65	1,368.78	1,689.16	472.42	529.31	440.99	1,030.14	285.80	8,962.69	1114	Strategy
Property Development	90265000	5,205.68	17,603.02	10,538.75	24,579.13	(10,979.50)	1,183.06	714.86	(28,176.15)	1,068.79	21,738.64	1114	Strategy
Property Development	90270000	6423.09	2,858.67	1,233.50	205.72	375.94	78.73	36.24	274.54	494.97	12,960.03	1114	Strategy
Property Development	90275000	99.60	45.96	-	39.22	69.15	38.01	40.18	34.12	42.90	408.12	1114	Strategy
Property Development	90276000	8,105.24	71.53	171.85	150.64	55.92	13.48	61.05	-	5.46	8,635.17	1114	Strategy
Property Development	90279000	191.70	28.05	202.75	463.33	242.46	653.45	881.19	300.58	14.90	2,878.42	1114	Strategy
Property Development	90290000	2,374.87	2,780.85	3,098.13	3,015.98	1,922.19	1,106.19	1,682.50	1,163.52	899.09	18,643.32	1114	Strategy
Property Development	90292000	12,235.77	1,954.55	2,746.33	3,168.41	1,382.35	1,602.98	2,951.75	2,185.97	1,231.32	29,469.42	1114	Strategy
Property Development	90293000	5,390.67	2,386.55	1,654.07	1,513.57	888.18	710.69	1,616.48	921.04	889.67	15,960.50	1114	Strategy
Property Development	90294000	15,215.12	2,676.54	1,838.21	1,845.45	3,458.42	2,650.75	2,428.36	2,285.13	1,909.57	34,308.55	1114	Strategy
Property Development	90295000	28,943.26	-	(168,267.81)	(16,767.68)	21,033.22	584.52	3,488.75	(18,192.03)	5,589.02	(143,878.75)	1114	Strategy
Property Development	90303000	59,373.19	17,840.51	18,349.76	22,201.04	10,564.67	11,233.41	11,115.02	15,633.11	5,854.75	171,965.46	1114	Strategy
Property Development	90306000	(1,745.82)	1,241.68	2,940.38	837.47	914.33	1,645.88	892.07	652.42	1,203.04	8,581.39	1114	Strategy
Property Development	93124000	0.72	0.14	168.88	30.43	58.43	115.36	218.23	139.43	64.94	796.58	1114	Strategy
		269,967.47	99,139.45	(81,712.51)	82,429.41	69,449.82	38,826.37	65,551.45	6,876.71	37,993.43	594,944.69	AF7	

SCHEDULE A.7

SIGNED PAYMENT AUTHORIZATION

Note: This wire form resulted in Co 2001 (Target Canada Co) making payment for Prop LLC's taxes on their behalf. As such, this resulted in a payable from Prop LLC to Target Canada Co.



REPETITIVE SETUP & CHANGE FORM - Canada

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

Fill in required fields completely & obtain authorizing signatures. Payment requests will be processed ONLY when requested by Authorized Requestors listed below or by Authorized Signers. Mail completed forms to Treasury Ops at CC-1025 or fax to above listed number. Incomplete forms will be returned. Once setup is completed, an EFT Form will be provided for ongoing payment requests. (A separate change form must be submitted for each repeat code for changes to existing repeat payments.)

TYPE OF REQUEST: New Setup If this is a change to an existing payment, list repeat # and describe change below:

TYPE OF PAYMENT: Tax Payment - See Voucher COMPANY DIVISION: Target Canada Prop LLC (CAD) - CAD23

GENERAL LEDGER DEBIT ACCOUNT INFORMATION:

SAP Company Code	SAP Profit Center	SAP Cost Center	SAP GL Account	SAP Internal Order	Amount
2001	9730		2031210		1,018,395.09
SAP Company Code	SAP Profit Center	SAP Cost Center	SAP GL Account	SAP Internal Order	Amount
SAP Company Code	SAP Profit Center	SAP Cost Center	SAP GL Account	SAP Internal Order	Amount
SAP Company Code	SAP Profit Center	SAP Cost Center	SAP GL Account	SAP Internal Order	Amount
SAP Company Code	SAP Profit Center	SAP Cost Center	SAP GL Account	SAP Internal Order	Amount

PAYMENT INFORMATION: CURRENCY: CAD - Canadian Dollar

- * Name on Bank Account: Revenu Quebec
- * Bank Name: N/A - Locked down in Bank of America
- Bank City, State: _____
- * Bank Account # or IBAN: N/A - Locked down in Bank of America
- * SWIFT Code #: N/A - Locked down in Bank of America
- * Sort Branch Code: N/A - Locked down in Bank of America
- For Further Credit Account #: _____
- Intermediary Bank: _____
- Intermediary ABA or SWIFT Code: _____
- * Beneficiary Address: N/A - Locked down in Bank of America
- * Beneficiary City, State, Zip: N/A - Locked down in Bank of America
- * Beneficiary Tax ID Number: N/A - Locked down in Bank of America

Treasury Use Only - DR/GR Bank Info:

Bank Name: _____

Account #: _____

ABA #: _____

DB Name: _____

Repeat Code: _____

Requestor List Online Bank System EFT Form Sent

* PAYMENT FREQUENCY: Select One VENDOR # (If Applicable): _____

Special Instructions to Beneficiary to Include with payment: Acct # [redacted]

* Purpose of Payment (for internal use): Revenu Quebec - QST tax payments

AUTHORIZED REQUESTORS: TYPE: Select One

*Primary Requestor: [redacted] *Dollar Limit: 1,500,000.00

*Backup Requestor: [redacted] *Dollar Limit: 1,500,000.00

*Backup Requestor: _____ *Dollar Limit: _____

APPROVAL: I hereby authorize the setup of the above payment with the authorized requestors listed here and I have confirmed payee information and electronic payment instructions are correct.

[redacted] Corp Mgr Int'l Tax IC Phone Number: [redacted] 6/27/14 [redacted] Phone # [redacted]

[redacted] Corp Mgr EFT Approver Signature: [redacted] 6/27/14 [redacted] Phone # [redacted]

Approval is required by 2 authorized signers from the authorized signer list (one of which must be a Director or above).

* Required Field

SCHEDULE A.8

JUNE 2014 PROPCO QST RETURN SCREENSHOT



June 26, 2014



TARGET CANADA PROPERTY LLC
 Québec enterprise No. (NEQ):
 Identification No.: 1220954249

GST/HST and QST returns



Acknowledgement of Receipt

You transmitted the information on June 26, 2014, at 5:43:40 p.m., using clicSÉCUR express. The reference number is **000054006**.

You should keep the reference number because you will need it to make a payment using the online payment service.

The business has a balance due. The payment can be made through our online payment service. Click on Next to access the service.

File	TQ0001
QST reporting period	From May 1, 2014 to May 31, 2014
Due date	June 30, 2014

QST Return

Total supplies (sales figure) (line 201) 0

Net tax calculation

Tax collectible

QST collectible (line 203)		1,526,277.53
QST adjustments (line 204)	+	0
QST payable on immovables (line 214)	+	0
Total QST collectible and adjustments (line 205)	=	1,526,277.53

Input tax refunds (ITRs)

ITRs (line 206)		509,882.44
ITR adjustments and ITRs respecting immovables (line 207)	+	0
Total ITRs and adjustments (line 208)	=	509,882.44

Net QST (line 209) (Subtract line 208 from line 205.)	=	1,016,395.09	→	1,016,395.09	/7
---	----------	---------------------	---	---------------------	----

Other credits

0



June 26, 2014

Clc Revenu

TARGET CANADA PROPERTY LLC
 Québec enterprise No. (NEQ):
 Identification No.: 1220954249

GST/HST and QST returns



Acknowledgement of Receipt

You transmitted the information on June 26, 2014, at 5:43:40 p.m., using clicSÉCUR express. The reference number is **000054006**.

You should keep the reference number because you will need it to make a payment using the online payment service.

The business has a balance due. The payment can be made through our online payment service. Click on Next to access the service.

File	TQ0001
QST reporting period	From May 1, 2014 to May 31, 2014
Due date	June 30, 2014

QST Return

Total supplies (sales figure) (line 201) 0

Net tax calculation

Tax collectible	
QST collectible (line 203)	1,526,277.53
QST adjustments (line 204)	+ 0
QST payable on immovables (line 214)	+ 0
Total QST collectible and adjustments (line 205)	= 1,526,277.53
Input tax refunds (ITRs)	
ITRs (line 206)	509,882.44
ITR adjustments and ITRs respecting immovables (line 207)	+ 0
Total ITRs and adjustments (line 208)	= 509,882.44
Net QST (line 209)	= 1,016,395.09
(Subtract line 208 from line 205.)	⇒ 1,016,395.09 /7

Other credits

0

SCHEDULE A.9

REAL PROPERTY SPEND RECONCILIATION

RP1**Real Property Spend Reconciliation**

Purpose: To ensure that total real property cash investment by Prop LP and subsequently Prop LLC agrees to the total real property investment used in leaseback calculations and early termination payment. Property LP and LLC real property spend was tied to cash in support of the Property LP_LLC loan facility. As such, this has been included as an appendix to support the reconciliation of cash paid to fixed assets. References to 'LP_LLC' below are to pages within that support package which has been attached following this page.

Total Prop LP and LLC RPI Cash Paid	LP_LLC GL2	1,503,705,829	a Note 1
Less: Prop LP Fixed Asset Overpayments	LP_LLC N2	(33,647,119)	a Note 2
Total Prop LLC Investment in FA	sum of a's	1,470,058,710	c
Total Prop LLC Fixed Assets	ET3	1,482,343,219	d
Difference - Prop LLC payable to CanCo	c - d	(12,284,510)	A Note 3

Note 1: Within the LP_LLC loan facility total real property spend per the general ledger and real property spend rollforward has been traced to bank statement activity. This represents total cash paid by Prop LP and LLC to contractors and CanCo for real property improvements.

Note 2: At the time of the reassignment from Property LP to Property LLC, Prop LP had made overpayments due to paying for non-Prop sites and overpaid at various sites. As these amounts have been claimed as receivables against CanCo by Property LP, they have been excluded from total Prop LP/LLC cash real property spend.

Note 3: As the total Prop fixed assets used in the leaseback and early termination calculations are greater than the total real property cash payments, Property LLC has a net payable to CanCo for net underpayments. These underpayments resulted from the manual nature of the cash payment process between Prop and CanCo. The total net underpayment will be included as a reduction of CanCo's net payable to Property LLC.

SCHEDULE "B"

CLAIM AGAINST TARGET CANADA PROPERTY LLC (POST-FILING ACCOUNTS RECEIVABLE)

<u>Description of Indebtedness</u>	<u>Amount</u>
Accrued Sublease Rent – Indebtedness owing by Canada Property LLC (“Propco”) to Target Canada Co. (“TCC”) as of February 25, 2015 on account of accrued rent payable pursuant to the Subleases (as defined below)	\$5,470,262.30 plus applicable sales, goods and services and harmonized sales taxes
GST/HST Payment: Indebtedness owing by PropCo to TCC as of February 24, 2015 on account of a payment of goods and services/harmonized sales (“GST”) made by TCC under the <i>Excise Tax Act</i> (Canada) payable but not collected on accrued Sublease Rent (as defined below) owing by PropCo.	\$683,509.17
QST Payment: Indebtedness owing by PropCo to TCC as of February 24, 2015 on account of a payment made by TCC for Quebec sales tax under <i>An Act respecting the Quebec Sales Tax</i> (Quebec) (“QST”) payable but not collected on accrued Sublease Rent (as defined below) owing by PropCo.	\$149,849.84
Contingent claims by TCC against PropCo arising out of or relating to Post-Filing Accounts Receivable asserted by one or more Persons against one or more of the Target Canada Entities	Unknown
<u>TOTAL INDEBTEDNESS</u>	<u>\$ 6,303,621.31+</u>

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

DETAILS OF CLAIM

Each of the claims detailed in this Schedule “B” relate to the period from and after the Filing Date, which amount is not subject to compromise and is payable at 100 cent dollars.

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

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

Amounts Payable to TCC

Accrued Sublease 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 (collectively, the “Agreements”):
 - (i) Master Agreement effective as of February 4, 2013 between TCC and PropLP (the “Master Agreement”);
 - (ii) Subleases from TCC to PropLP for each of the Leased premises (the “Subleases”).
 - (iii) 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 each Sublease, PropLP is 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.
5. The Sublease Rent is a Canadian dollar obligation.
6. 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:
 - (i) an Assignment and Assumption Agreement between PropLP and PropCo with respect to the Master Agreement; and
 - (ii) 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.

7. After January 9, 2014, TCC and PropCo entered into Sublease/Leaseback agreements with respect to certain additional leased premises (additional "Leased Premises") governed by master leases with third party landlords (each, an additional "Master Lease"). The additional Leased Premises are identified in Schedule A.4. These additional Sublease/Leaseback arrangements are governed by the Master Agreement.
8. 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.
9. Under the terms of the MTA, TCC and PropCo acknowledge that Sublease Rent is payable by PropCo for periods ended on the February 25, 2015 effective date of the of the MTA. An estimate of the liability is provided.
10. Under the terms of the MTA, TCC and PropCo acknowledge that Sublease Rent is payable by PropCo to TCC for periods ended on the February 25, 2015 effective date of the of the MTA. An estimate of the liability is provided.
11. The total estimated Sublease Rent payable by PropCo for the period of January 15 to February 25, 2015 is \$10,737,732.36. This amounts is determined as \$4,346,225 for January + 6,391,507.36 for February. Attached as Schedule B.1 is a summary of the calculation of this amount with associated journal entries. This estimate is based on actual

December, Sublease Rent numbers on the assumption that conditions regarding the Master Leases and rent payable thereunder would not have changed over that time.

12. An amount on account of Sublease Rent was received in December 2014 by TCC from PropCo in the amount of \$8,079,733.06 on account of Sublease Rent payable by PropCo for the period of January 1 to January 31, 2015. See Schedule B.2. As shown in Schedule B.1, the Sublease Rent for the period January 1 to January 14 is \$2,812,263. Accordingly, an amount equal to $\$8,079,733.06 - \$2,812,263 = \$5,267,470.06$ is applied to reduce the post-January 14 Sublease Rent owing by PropCo. Accordingly, the net Sublease Rent owing by PropCo to TCC for the period January 15 to February 25, 2015 is $\$10,737,732.36 - \$5,267,470.06 = \$5,470,262.30$. This amount is not inclusive of applicable goods and services, sales or harmonized sales taxes.

Remitted GST

13. TCC was required to remit to the Canada Revenue Agency and PropCo was required to pay to Propco GST on account of Sublease Rent that became payable by PropCo to TCC during the TCC GST reporting period of February 1 - 28, 2015 (the "February Period"). Payment was required to be made not later than March 31, 2015.
14. In the February Period, there became payable by PropCo to TCC Sublease Rent of \$7,508,612.12. The rent payable on a lease-by-lease basis is set out at Schedule B.3. The aggregate GST amount payable thereon is shown as \$683,509.17.
15. On March 30, 2015, TCC made a payment to the Canada Revenue Agency for the February Period on account of this amount. See schedule B.4 for supporting documentation with respect to this payment including the applicable TCC GST return for the February Period,

the Electronic Payment Form for the payment, and receipt information. Also included is a copy of a Monthly Account Reconciliation for TCC GST payment obligations for the February period showing the addition of the \$683,509.17 accrual on account of GST on Leaseback Rent to the total GST payable balance for the February Period. Also included in the Schedule is the PropCo GST return for the February Period which shows the input tax credit claimed by PropCo on account of this tax remittance.

16. TCC has not received or collected from TCC the \$683,509.17 remitted by TCC to the Canada Revenue Agency. This amount is payable to TCC under the *Excise Tax Act* (Canada). In addition, PropCo has been unduly enriched by this payment, as PropCo is entitled to claim and have paid to it by the Canada Revenue Agency an input tax credit of \$683,509.17, on account of the GST paid on its behalf.

Remitted QST

17. TCC was required to remit to the Agence Revenue Quebec and PropCo was required to pay to Propco QST on account of Sublease Rent that became payable by PropCo to TCC during the TCC QST reporting period of February 1 - 28, 2015 (i.e., the February Period). Payment was required to be made not later than March 31, 2015.
18. In the February Period, there became payable by PropCo to TCC Sublease Rent of \$7,508,612.12. The rent payable on a lease-by-lease basis is set out at Schedule C.4. The aggregate QST amount payable thereon is shown as \$149,849.84.
19. On March 30, 2015, TCC made a payment to the Agence Revenue Quebec for the February Period on account of this amount. See schedule B.5 for supporting documentation with respect to this payment including the applicable TCC QST return for the February Period,

the Electronic Payment Form for the payment, and receipt information. Also included in the Schedule is the PropCo QST return for the February Period which shows the input tax credit claimed by PropCo on account of this tax remittance.

20. TCC has not received or collected from PropCo the \$149,849.84 remitted by TCC to the Agence Revenue Quebec. This amount is payable to TCC under *An Act respecting the Quebec Sales Tax* (Quebec). In addition, PropCo has been unduly enriched by this payment, as PropCo is entitled to claim and have paid to it by the Agence Revenue Quebec an input tax credit of \$149,849.84, on account of the QST paid on its behalf.

SCHEDULE B.1

2015 SUBLEASE RENT COMPUTATION

Journal Entry Name: FINAL CAN CO/PROP CO LEASEBACK ENTRY
 Team: Legal Entities - FR
 Preparer Name: [REDACTED]
 Reviewer Name: [REDACTED]

Document Number:	100404649
Company Code:	2001/2006
Fiscal Period:	02/2015

Purpose/Description of JE: The Leaseback agreement between Can Co and Prop Co was terminated as of 2/25/15. The leaseback revenue and expense needs to be trued up for Jan (Jan 15 - Jan 31) and booked for Feb 1 - Feb 25. The GST/HST/QST tax amounts also need to be trued up for FY14 and booked for Feb FY15. REg 105 withholding is not involved as there will be no cash movement between the entities to actually pay the rent. Further, no cash movement will be made for the accrued taxes. Thus, I/C is generated instead. See Correspondence tab for further detail.

Source/Key Inputs: [REDACTED] provided summary and calculations; [REDACTED] verified totals (of amounts already booked) against ECC.

Preparer Reviewer

Initial and Date

Independent Review

[REDACTED] 3/25/15	[REDACTED] 3/30/15
--------------------	--------------------

A review of the journal entry is conducted by an individual of an appropriate level, independent from the individual who prepared the journal entry.

Completeness Review

[REDACTED] 3/25/15	[REDACTED] 3/30/15
--------------------	--------------------

Supporting schedules and/or documents are attached and a review of the support has been performed.

Reasonableness & Accuracy Review

[REDACTED] 3/25/15	[REDACTED] 3/30/15
--------------------	--------------------

The accounting code block (i.e. company code, profit center, cost center) appears accurate and reasonable given the entry at hand.

[REDACTED] 3/25/15	[REDACTED] 3/30/15
--------------------	--------------------

The journal entry amount, and corresponding debits/credits are accurate.

3/25/15	3/30/15
---------	---------

The journal entry is being posted into the correct period/fiscal year and uses appropriate document & posting dates.

3/25/15	3/30/15
---------	---------

A thorough explanation of the journal entry is provided so a reasonably informed person would be able to understand the purpose of the entry. If the entry is a correcting journal entry, it should explain why the error originally occurred.

Security/Access Review

3/25/15	3/30/15
---------	---------

Ensure spreadsheets are restricted and password protected as necessary.

<u>CAD Amount</u>	<u>Related to</u>
33,565,858.79	Leaseback 1/15 - 2/25
3,609,175.33	GST/QST related to 1/15-2/25 Leaseback
(720,000.00)	Estimated admin fee - can calc actual
<u>(10,737,732.36)</u>	<u>Sublease rent 1/15-2/25</u>
25,717,301.76	Net Payable from CanCo to Prop LLC

	Calc based on Dec - Used as an Estimate for Jan - Feb	FY13			FY14			FY14			Feb FY15	Total
		Accrued through Dec 2013	Accrued for Jan 2014	Full FY13	Accrued through Nov 30	Accrued for Dec (Pd 11)	Accrued for Jan 14th (Pd 12)	FY14 through Jan 14th	Jan 15 - Jan 31	Full FY14	Feb (assuming 2/25 Term)	Total Entries
Should be:												
Leaseback												
Markup	15,218,751	96,268,251	13,937,098	110,205,349	145,568,043	15,218,751	5,978,795	166,765,589	9,239,956	176,005,545	13,588,170.50	299,799,064
Sublease	7,158,488	53,984,310	6,629,439	60,613,749	76,472,654	7,158,488	2,812,263	86,443,405	4,346,225	90,789,630	6,391,507.36	157,794,886
Total Revenue	22,377,239	150,252,561	20,566,537	170,819,098	222,040,697	22,377,239	8,791,058	253,208,994	13,586,181	266,795,175	19,979,678	457,593,951
		Agrees to Calc	Agrees to Calc	Agrees to TB	Agrees to Calc	Agrees to Calc	Estimate	Agrees to TB	Estimate		Estimate	
GST / HST	1,977,872	13,705,158	1,805,593	15,510,750	19,815,354	1,977,872	777,021	22,570,247	1,200,851	23,771,098	1,765,957.37	41,047,806
QST	428,245	1,941,297	399,203	2,340,500	4,201,259	428,245	168,239	4,797,742	260,006	5,057,748	382,361.28	7,780,609
Total Tax	2,406,117	15,646,455	2,204,795	17,851,250	24,016,612	2,406,117	945,260	27,367,990	1,460,857	28,828,846	2,148,319	48,828,415
		Agrees to Calc	Agrees to Calc		Agrees to Calc	Agrees to Calc	Estimate		Estimate		Estimate	
Total Liability	24,783,356	165,899,016	22,771,332	188,670,348	246,057,309	24,783,356	9,736,318	280,576,984	15,047,038	295,624,021	22,127,996	506,422,366
Recorded as of 3/18/15												
Leaseback												
Markup		96,268,251	13,937,098	110,205,349	145,568,043	15,218,751	5,978,795	166,765,589	-	166,765,589	-	276,970,938
Sublease		53,984,310	6,629,439	60,613,749	76,472,654	7,158,488	2,812,263	86,443,405	-	86,443,405	-	147,057,154
Total Revenue		150,252,561	20,566,537	170,819,098	222,040,697	22,377,239	8,791,058	253,208,994	-	253,208,994	-	424,028,092
				Agrees to TB				Agrees to TB		Agrees to TB		
GST / HST		12,567,661	1,314,523	13,882,183	18,529,034	-	-	18,529,034	-	18,529,034	-	32,411,217
QST		1,892,955	305,256	2,198,211	4,133,671	-	-	4,133,671	-	4,133,671	-	6,331,882
Total Tax		14,460,616	1,619,778	16,080,394	22,662,705	-	-	22,662,705	-	22,662,705	-	38,743,099
		Agrees to Payments	Agrees to Payments		Agrees to Payments							
Total Liability		164,713,177	22,186,315	186,899,492	244,703,401	22,377,239	8,791,058	275,871,699	-	275,871,699	-	462,771,191
Entries Required												
Leaseback												
Markup		-	-	-	-	-	-	-	9,239,956	9,239,956	13,588,170	22,828,126
Sublease		-	-	-	-	-	-	-	4,346,225	4,346,225	6,391,507	10,737,732
Total Revenue		-	-	-	-	-	-	-	13,586,181	13,586,181	19,979,678	33,565,859
GST / HST		1,137,497	491,070	1,628,567	1,286,320	1,977,872	777,021	4,041,213	1,200,851	5,242,064	1,765,957	8,636,589
QST		48,342	93,947	142,289	67,588	428,245	168,239	664,072	260,006	924,077	382,361	1,448,728
Total Tax		1,185,839	585,017	1,770,856	1,353,908	2,406,117	945,260	4,705,285	1,460,857	6,166,142	2,148,319	10,085,316
Total Liability		1,185,839	585,017	1,770,856	1,353,908	2,406,117	945,260	4,705,285	15,047,038	19,752,323	22,127,996	43,651,175

Entry Summary

Account Debit Credit Co Code Cost Center Profit Center TP

1138/2001 - Target Canada Co - pavor

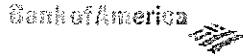
I/C Rent Expense	7062630	19,979,677.85		2001	82112001 9730	TP2006
Retained Earnings	3030110	13,586,180.93		2001		
I/C Liability			33,565,858.79	2001		
GST Paid	1093100	8,636,588.83		2001	9730	
QST Paid	1093110	1,448,727.57		2001	9730	
I/C Liability			10,085,316.40	2001	H266	
		<u>43,651,175.19</u>	<u>43,651,175.19</u>			

1148/2006 - Target Canada Property LLC

I/C Receivable		<u>33,565,858.79</u>		2006		TP2001
I/C Rent Income	7192650	19,979,677.85		2006		
Retained Earnings	3030110	13,586,180.93		2006		
I/C Receivable			10,085,316.40	2006		
GST Collected	2032830	8,636,588.83		2006	c205	
QST Collected	2032840	1,448,727.57		2006	c205	
		<u>43,651,175.19</u>	<u>-43,651,175.19</u>			

SCHEDULE B.2

SUBLEASE RENT PREPAYMENT



STATEMENT OF ACCOUNT

Bank of America, National Association, Canada Branch

MINNEAPOLIS
 TARGET CANADA PROPERTY LLC

ACCOUNT NUMBER: [REDACTED]
 STATEMENT PERIOD: [REDACTED]

ACCOUNT NUMBER: [REDACTED]

TARGET CANADA PROPERTY LLC
 33 SOUTH 6TH STREET CC-1005
 MINNEAPOLIS, MN 55402
 ATTN: [REDACTED]

PROPERTY: [REDACTED]
 33 SOUTH 6TH STREET CC-1005
 MINNEAPOLIS, MN 55402
 CONTACT: [REDACTED]

POSTED DATE	TYPE	DESCRIPTION	AMOUNT	BALANCE
		OPENING BALANCE		
01/01/14	DEBIT	RECEIVED FROM [REDACTED] 167	1,114,000.00	
01/01/14	DEBIT	RECEIVED FROM [REDACTED] 165	1,197,000.00	
01/01/14	DEBIT	RECEIVED FROM [REDACTED] 166	1,197,000.00	
01/01/14	DEBIT	RECEIVED FROM [REDACTED] 171	1,197,000.00	
01/01/14	DEBIT	RECEIVED FROM [REDACTED] 170	1,197,000.00	
01/01/14	DEBIT	RECEIVED FROM [REDACTED] 169	1,197,000.00	
01/01/14	DEBIT	RECEIVED FROM [REDACTED] 168	1,197,000.00	
01/01/14	DEBIT	RECEIVED FROM [REDACTED] 174	1,197,000.00	
01/01/14	DEBIT	RECEIVED FROM [REDACTED] 173	1,197,000.00	
01/01/14	DEBIT	RECEIVED FROM [REDACTED] 176	1,197,000.00	
01/01/14	DEBIT	RECEIVED FROM [REDACTED] 175	1,197,000.00	
01/01/14	DEBIT	RECEIVED FROM [REDACTED] 178	1,197,000.00	
01/01/14	DEBIT	RECEIVED FROM [REDACTED] 177	1,197,000.00	

on spreadsheet it lists CANADA 1472 as the repeat.

SCHEDULE B.3

ACCRUED UNPAID GST/QST – SUBLEASE RENT

Prop Co./Canada Co. Sublease Payment Detail Period 1										
T#	Period 1 Payment (Excel "sumif" function utilized to obtain payment from the validated payment subledger)	GST/HST (Applicable for all Canadian locations)	Additional QST - QC	Additional HST- ON	Additional HST- NL	Additional HST- NB	Additional HST- NS	Additional HST- PEI	Total GST	New To charge for Period 1 rent , per Int Tax
3505	73,246.34	3,662.32	n/a	5,859.71	n/a	n/a	n/a	n/a	9,522.02	
3507	58,723.58	2,936.18	n/a	4,697.89	n/a	n/a	n/a	n/a	7,634.07	
3508	52,793.42	2,639.67	n/a	n/a	n/a	n/a	n/a	n/a	2,639.67	
3509	78,024.38	3,901.22	n/a	n/a	n/a	n/a	n/a	n/a	3,901.22	
3511	56,278.08	2,813.90	n/a	4,502.25	n/a	n/a	n/a	n/a	7,316.15	
3512	35,740.34	1,787.02	n/a	n/a	n/a	n/a	n/a	n/a	1,787.02	
3516	33,755.82	1,687.79	3,367.14	n/a	n/a	n/a	n/a	n/a	1,687.79	
3519	58,158.92	2,907.95	n/a	4,652.71	n/a	n/a	n/a	n/a	7,560.66	
3522	26,907.08	1,345.35	n/a	2,152.57	n/a	n/a	n/a	n/a	3,497.92	
3524	61,678.50	3,083.93	n/a	4,934.28	n/a	n/a	n/a	n/a	8,018.21	
3530	43,555.00	2,177.75	n/a	n/a	n/a	n/a	4,355.50	n/a	6,533.25	
3533	23,555.50	1,177.78	n/a	1,884.44	n/a	n/a	n/a	n/a	3,062.22	
3538	32,083.34	1,604.17	n/a	n/a	n/a	n/a	n/a	n/a	1,604.17	
3547	81,019.00	4,050.95	8,081.65	n/a	n/a	n/a	n/a	n/a	4,050.95	
3548	125,562.50	6,278.13	n/a	n/a	n/a	n/a	n/a	n/a	6,278.13	
3550	37,974.10	1,898.71	n/a	n/a	n/a	3,037.93	n/a	n/a	4,936.63	
3552	16,875.00	843.75	n/a	1,350.00	n/a	n/a	n/a	n/a	2,193.75	
3557	56,821.52	2,841.08	n/a	n/a	n/a	n/a	n/a	n/a	2,841.08	
3559	63,715.92	3,185.80	n/a	5,097.27	n/a	n/a	n/a	n/a	8,283.07	
3560	33,333.34	1,666.67	n/a	2,666.67	n/a	n/a	n/a	n/a	4,333.33	
3564	55,648.50	2,782.43	n/a	n/a	n/a	n/a	n/a	n/a	2,782.43	
3566	48,331.50	2,416.58	n/a	n/a	n/a	3,866.52	n/a	n/a	6,283.10	
3572	71,010.02	3,550.50	n/a	5,680.80	n/a	n/a	n/a	n/a	9,231.30	
3574	70,145.00	3,507.25	n/a	n/a	n/a	n/a	n/a	n/a	3,507.25	
3575	12,653.20	632.66	n/a	n/a	n/a	n/a	n/a	n/a	632.66	
3576	22,632.34	1,131.62	2,257.58	n/a	n/a	n/a	n/a	n/a	1,131.62	
3577	29,762.24	1,488.11	n/a	n/a	n/a	n/a	n/a	n/a	1,488.11	
3586	52,530.50	2,626.53	n/a	n/a	n/a	n/a	n/a	n/a	2,626.53	
3590	82,080.26	4,104.01	8,187.51	n/a	n/a	n/a	n/a	n/a	4,104.01	
3591	64,777.76	3,238.89	n/a	5,182.22	n/a	n/a	n/a	n/a	8,421.11	
3592	34,340.84	1,717.04	3,425.50	n/a	n/a	n/a	n/a	n/a	1,717.04	
3595	68,375.84	3,418.79	6,820.49	n/a	n/a	n/a	n/a	n/a	3,418.79	
3608	71,333.76	3,566.69	n/a	5,706.70	n/a	n/a	n/a	n/a	9,273.39	
3609	49,779.68	2,488.98	n/a	3,982.37	n/a	n/a	n/a	n/a	6,471.36	
3610	41,084.64	2,054.23	4,098.19	n/a	n/a	n/a	n/a	n/a	2,054.23	
3613	34,205.56	1,710.28	3,412.00	n/a	n/a	n/a	n/a	n/a	1,710.28	
3614	33,333.34	1,666.67	n/a	n/a	n/a	n/a	n/a	n/a	1,666.67	

Note: This w/p is included to support the period 1 2014 Property Co. sublease payment owed to Canada Co. The eligible lease location detail originated in Legal and has been maintained and updated by International Tax. Lease Accounting utilized this detail to determine the locations for which Property Co. owes sublease payments to Canada Co. Tax rates are verified monthly. The actual payment detail for eligible locations was obtained from the Canada Co. detailed payment subledger (reflects the rent owed, per the underlying lease agreement).

T#	Period 1 Payment (Excel "sumif" function utilized to obtain payment from the validated payment subledger)	GST/HST (Applicable for all Canadian locations)	Additional QST - QC	Additional HST- ON	Additional HST- NL	Additional HST- NB	Additional HST- NS	Additional HST- PEI	Total GST	New To charge for Period 1 rent , per Int Tax
3615	22,902.86	1,145.14	n/a	n/a	n/a	n/a	n/a	n/a	1,145.14	
3616	69,792.50	3,489.63	n/a	n/a	n/a	n/a	n/a	n/a	3,489.63	
3617	62,152.94	3,107.65	n/a	n/a	n/a	n/a	n/a	n/a	3,107.65	
3623	60,407.50	3,020.38	n/a	4,832.60	n/a	n/a	n/a	n/a	7,852.98	
3624	62,540.52	3,127.03	n/a	n/a	n/a	n/a	n/a	n/a	3,127.03	
3628	68,702.20	3,435.11	n/a	5,496.18	n/a	n/a	n/a	n/a	8,931.29	
3630	63,581.18	3,179.06	n/a	5,086.49	n/a	n/a	n/a	n/a	8,265.55	
3634	93,783.24	4,689.16	9,354.88	n/a	n/a	n/a	n/a	n/a	4,689.16	
3636	49,119.90	2,456.00	n/a	3,929.59	n/a	n/a	n/a	n/a	6,385.59	
3637	37,762.66	1,888.13	n/a	n/a	n/a	n/a	n/a	3,398.64	5,286.77	
3639	81,970.26	4,098.51	n/a	6,557.62	n/a	n/a	n/a	n/a	10,656.13	
3642	79,792.84	3,989.64	n/a	6,383.43	n/a	n/a	n/a	n/a	10,373.07	
3644	27,697.84	1,384.89	n/a	n/a	n/a	n/a	n/a	n/a	1,384.89	
3645	12,916.68	645.83	n/a	1,033.33	n/a	n/a	n/a	n/a	1,679.17	
3646	79,270.34	3,963.52	n/a	6,341.63	n/a	n/a	n/a	n/a	10,305.14	
3647	70,826.00	3,541.30	7,064.89	n/a	n/a	n/a	n/a	n/a	3,541.30	
3648	57,475.00	2,873.75	n/a	n/a	n/a	n/a	n/a	n/a	2,873.75	
3652	81,857.04	4,092.85	n/a	n/a	n/a	n/a	8,185.70	n/a	12,278.56	
3657	22,437.50	1,121.88	2,238.14	n/a	n/a	n/a	n/a	n/a	1,121.88	
3658	38,516.68	1,925.83	n/a	3,081.33	n/a	n/a	n/a	n/a	5,007.17	
3663	63,640.18	3,182.01	n/a	5,091.21	n/a	n/a	n/a	n/a	8,273.22	
3665	18,191.68	909.58	n/a	1,455.33	n/a	n/a	n/a	n/a	2,364.92	
3666	45,792.00	2,289.60	n/a	3,663.36	n/a	n/a	n/a	n/a	5,952.96	
3669	70,435.08	3,521.75	n/a	5,634.81	n/a	n/a	n/a	n/a	9,156.56	
3670	59,420.84	2,971.04	n/a	4,753.67	n/a	n/a	n/a	n/a	7,724.71	
3671	72,356.44	3,617.82	n/a	5,788.52	n/a	n/a	n/a	n/a	9,406.34	
3672	24,083.76	1,204.19	n/a	1,926.70	n/a	n/a	n/a	n/a	3,130.89	
3677	38,262.76	1,913.14	n/a	3,061.02	n/a	n/a	n/a	n/a	4,974.16	
3682	54,755.08	2,737.75	n/a	n/a	n/a	n/a	n/a	n/a	2,737.75	
3688	38,613.00	1,930.65	n/a	n/a	n/a	n/a	n/a	n/a	1,930.65	
3690	52,369.14	2,618.46	n/a	n/a	n/a	n/a	n/a	n/a	2,618.46	
3693	72,380.74	3,619.04	7,219.98	n/a	n/a	n/a	n/a	n/a	3,619.04	
3694	47,309.00	2,365.45	n/a	n/a	n/a	n/a	n/a	n/a	2,365.45	
3695	75,495.56	3,774.78	7,530.68	n/a	n/a	n/a	n/a	n/a	3,774.78	
3696	74,673.76	3,733.69	7,448.71	n/a	n/a	n/a	n/a	n/a	3,733.69	
3697	77,675.50	3,883.78	n/a	n/a	n/a	n/a	7,767.55	n/a	11,651.33	
3698	46,109.00	2,305.45	n/a	n/a	n/a	n/a	n/a	n/a	2,305.45	
3699	22,300.84	1,115.04	n/a	1,784.07	n/a	n/a	n/a	n/a	2,899.11	
3702	34,750.64	1,737.53	3,466.38	n/a	n/a	n/a	n/a	n/a	1,737.53	
3704	63,883.00	3,194.15	6,372.33	n/a	n/a	n/a	n/a	n/a	3,194.15	
3705	50,846.42	2,542.32	5,071.93	n/a	n/a	n/a	n/a	n/a	2,542.32	
3706	53,124.58	2,656.23	n/a	4,249.97	n/a	n/a	n/a	n/a	6,906.20	

T#	Period 1 Payment (Excel "sumif" function utilized to obtain payment from the validated payment subledger)	GST/HST (Applicable for all Canadian locations)	Additional QST - QC	Additional HST- ON	Additional HST- NL	Additional HST- NB	Additional HST- NS	Additional HST- PEI	Total GST	New To charge for Period 1 rent , per Int Tax
3707	43,055.74	2,152.79	n/a	3,444.46	n/a	n/a	n/a	n/a	5,597.25	
3708	49,142.98	2,457.15	n/a	3,931.44	n/a	n/a	n/a	n/a	6,388.59	
3709	63,602.42	3,180.12	6,344.34	n/a	n/a	n/a	n/a	n/a	3,180.12	
3710	42,044.06	2,102.20	n/a	n/a	n/a	n/a	n/a	n/a	2,102.20	
3711	-	-	n/a	n/a	n/a	n/a	n/a	n/a	-	
3713	67,367.18	3,368.36	n/a	n/a	n/a	n/a	n/a	n/a	3,368.36	
3714	60,169.96	3,008.50	n/a	n/a	n/a	n/a	n/a	n/a	3,008.50	
3715	58,977.08	2,948.85	n/a	4,718.17	n/a	n/a	n/a	n/a	7,667.02	
3717	48,625.00	2,431.25	n/a	n/a	n/a	n/a	n/a	n/a	2,431.25	
3718	59,315.76	2,965.79	5,916.75	n/a	n/a	n/a	n/a	n/a	2,965.79	
3719	73,122.44	3,656.12	n/a	n/a	n/a	n/a	n/a	n/a	3,656.12	
3725	47,881.20	2,394.06	4,776.15	n/a	n/a	n/a	n/a	n/a	2,394.06	
3728	71,410.00	3,570.50	n/a	n/a	n/a	n/a	n/a	n/a	3,570.50	
3729	80,457.52	4,022.88	n/a	6,436.60	n/a	n/a	n/a	n/a	10,459.48	
3730	25,000.00	1,250.00	n/a	2,000.00	n/a	n/a	n/a	n/a	3,250.00	
3731	21,872.68	1,093.63	n/a	n/a	n/a	n/a	2,187.27	n/a	3,280.90	
3732	70,481.26	3,524.06	n/a	n/a	5,638.50	n/a	n/a	n/a	9,162.56	
3737	71,526.00	3,576.30	n/a	n/a	n/a	n/a	n/a	n/a	3,576.30	
3738	42,200.58	2,110.03	n/a	3,376.05	n/a	n/a	n/a	n/a	5,486.08	
3739	83,169.36	4,158.47	n/a	n/a	n/a	n/a	n/a	n/a	4,158.47	
3742	72,213.46	3,610.67	n/a	5,777.08	n/a	n/a	n/a	n/a	9,387.75	
3743	46,702.50	2,335.13	4,658.57	n/a	n/a	n/a	n/a	n/a	2,335.13	
3746	56,896.26	2,844.81	n/a	4,551.70	n/a	n/a	n/a	n/a	7,396.51	

T#	Period 1 Payment (Excel "sumif" function utilized to obtain payment from the validated payment subledger)	GST/HST (Applicable for all Canadian locations)	Additional QST - QC	Additional HST- ON	Additional HST- NL	Additional HST- NB	Additional HST- NS	Additional HST- PEI	Total GST	New To charge for Period 1 rent , per Int Tax
3749	67,752.56	3,387.63	n/a	5,420.20	n/a	n/a	n/a	n/a	8,807.83	
3751	52,698.34	2,634.92	n/a	4,215.87	n/a	n/a	n/a	n/a	6,850.78	
3754	74,992.00	3,749.60	n/a	n/a	n/a	n/a	n/a	n/a	3,749.60	
3755	66,880.50	3,344.03	6,671.33	n/a	n/a	n/a	n/a	n/a	3,344.03	
3759	22,700.24	1,135.01	n/a	1,816.02	n/a	n/a	n/a	n/a	2,951.03	
3760	65,370.50	3,268.53	n/a	n/a	n/a	n/a	n/a	n/a	3,268.53	
3761	67,413.50	3,370.68	n/a	5,393.08	n/a	n/a	n/a	n/a	8,763.76	
3762	80,088.94	4,004.45	n/a	6,407.12	n/a	n/a	n/a	n/a	10,411.56	
3763	49,628.34	2,481.42	n/a	n/a	n/a	n/a	n/a	n/a	2,481.42	
3764	77,732.00	3,886.60	n/a	6,218.56	n/a	n/a	n/a	n/a	10,105.16	
3765	86,064.76	4,303.24	8,584.96	n/a	n/a	n/a	n/a	n/a	4,303.24	
3766	41,900.00	2,095.00	n/a	n/a	n/a	n/a	n/a	n/a	2,095.00	
3767	101,031.00	5,051.55	n/a	8,082.48	n/a	n/a	n/a	n/a	13,134.03	
3768	87,180.76	4,359.04	n/a	6,974.46	n/a	n/a	n/a	n/a	11,333.50	
3769	72,318.76	3,615.94	7,213.80	n/a	n/a	n/a	n/a	n/a	3,615.94	
3770	69,076.70	3,453.84	n/a	n/a	n/a	n/a	n/a	n/a	3,453.84	
3773	73,892.50	3,694.63	n/a	5,911.40	n/a	n/a	n/a	n/a	9,606.03	
7000	102,917.00	5,145.85	10,265.97	n/a	n/a	n/a	n/a	n/a	5,145.85	
7001	70,818.26	3,540.91	n/a	5,665.46	n/a	n/a	n/a	n/a	9,206.37	
7002	125,000.00	6,250.00	n/a	10,000.00	n/a	n/a	n/a	n/a	16,250.00	
3510	65,570.76	3,278.54	n/a	5,245.66	n/a	n/a	n/a	n/a	8,524.20	
3561	100,649.76	5,032.49	n/a	n/a	n/a	n/a	n/a	n/a	5,032.49	
3565	57,135.00	2,856.75	n/a	4,570.80	n/a	n/a	n/a	n/a	7,427.55	
3747	65,572.32	3,278.62	n/a	n/a	n/a	n/a	n/a	n/a	3,278.62	
3753	78,621.02	3,931.05	n/a	6,289.68	n/a	n/a	n/a	n/a	10,220.73	
3650	17,835.20	891.76	n/a	n/a	1,426.82	n/a	n/a	n/a	2,318.58	
3655	25,250.00	1,262.50	n/a	n/a	n/a	2,020.00	n/a	n/a	3,282.50	
3668	42,335.50	2,116.78	n/a	3,386.84	n/a	n/a	n/a	n/a	5,503.62	
3757	42,356.26	2,117.81	n/a	3,388.50	n/a	n/a	n/a	n/a	5,506.31	
3772	54,903.36	2,745.17	n/a	n/a	n/a	n/a	n/a	n/a	2,745.17	
3526	55,895.00	2,794.75	n/a	4,471.60	n/a	n/a	n/a	n/a	7,266.35	
	7,508,615.62	375,430.78	149,849.84	266,193.96	7,065.32	8,924.45	22,496.02	3,398.64	683,509.17	Sum of 2= 683509.17

T#	Period 1 Payment (Excel "sumif" function utilized to obtain payment from the validated payment subledger)	GST/HST (Applicable for all Canadian locations)	Additional QST - QC	Additional HST- ON	Additional HST- NL	Additional HST- NB	Additional HST- NS	Additional HST- PEI	Total GST	New To charge for Period 1 rent, per Int Tax
	1	1;2	1	1;2	1;2	1;2	1;2	1;2		Sum of 1= 4342974.63

SCHEDULE B.4

GST PAYMENT INFORMATION



ELECTRONIC PAYMENT FORM - Canada

Treasury Operations
Fax: (812) 761-5508
Phone: (812) 761-5580

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

TYPE OF PAYMENT: Tax Payment - See Voucher COMPANY DIVISION: Target Canada Co (CAD) - CAP01

GST/HST 835536608RT0001

GENERAL LEDGER DEBIT ACCOUNT INFORMATION:

SAP Company Code	SAP Profit Center	SAP Cost Center	SAP Internal Order	SAP GL Account	Amount
2001	9730			2031210	\$ 4,181,965.99
SAP Company Code	SAP Profit Center	SAP Cost Center	SAP Internal Order	SAP GL Account	Amount
SAP Company Code	SAP Profit Center	SAP Cost Center	SAP Internal Order	SAP GL Account	Amount
SAP Company Code	SAP Profit Center	SAP Cost Center	SAP Internal Order	SAP GL Account	Amount
SAP Company Code	SAP Profit Center	SAP Cost Center	SAP Internal Order	SAP GL Account	Amount

PAYMENT INFORMATION:

Cash Trapping Required (for TNB use only)

3/30/2016 \$ 4,181,965.99 CAD - Canadian Dollar
Payment Effective Date Amount Currency

BENEFICIARY'S BANKING INFORMATION:

* Required Field

Repeat Number (if one): [REDACTED]

* Name on Bank Account: Canadian Revenue Agency

* Bank Name: N/A - Locked down in Bank of America

Bank City/Province, State: N/A - Locked down in Bank of America

* Bank Account # or IBAN: N/A - Locked down in Bank of America

* SWIFT Code: N/A - Locked down in Bank of America

* Sort Branch Code: N/A - Locked down in Bank of America

For Further Credit Account #: N/A - Locked down in Bank of America

Intermediary Bank: N/A - Locked down in Bank of America

Intermediary ABA or SWIFT Code: N/A - Locked down in Bank of America

Special Instructions (Non-Repeats only):

* Purpose of Payment (for internal use):

See attached Voucher
Canadian Revenue Agency - GST/HST Tax Payments

OTHER BENEFICIARY/VENDOR INFORMATION:

* Beneficiary Address: _____

* Beneficiary City, State, Zip: _____

* Beneficiary Business Number (CRA Tax ID): _____

GST/HST number: _____

Treasury Internal Bank to Bank Transfer? Yes No

Is this for a tangible product (ex. Furniture, samples, supplies, merchandise)? Yes No Both (product & service) (If yes, skip next question)

Were any services performed in the US? Yes No Both (inside US & outside US)

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

* Internal Contact (IC): [REDACTED] IC Phone Number: [REDACTED]

[REDACTED] Accountant [REDACTED] 3/25/15 [REDACTED]
Name Title EFT Approver Signature Date Phone #

[REDACTED] Supervisor Sales & Use Tax [REDACTED] 3/25/15 [REDACTED]
Name Title EFT Approver Signature Date Phone #

Approval for repetitive payments is required by one EFT Approver. Approval for non-repetitive payments is required by two EFT Approvers (one of which must be a director or above on requests greater than \$1,000; one with unlimited signing authority on requests greater than \$20 million).



GST/HST NETFILE - Confirmation

Your return has been successfully filed.

Your confirmation number is: 650176.

Please print a copy of this confirmation for your records. Do not send us a paper copy of your return.

Thank you for using GST/HST NETFILE.

Business Name

TARGET CANADA CO.

Business Number

835536608RT0001

Reporting period

From: 2015-02-01 To: 2015-02-28

Filing date

2015-03-26

Payment due date

2015-03-31

Schedule B

Line 1400 - Gross ITCs and adjustments (before recapture) \$ 15,787,648.22

ITC recapture

Ontario	Line 1401	Rate	Line 1402
2015-02-01 to 2015-02-28	\$ 3,527.88	x 100%	\$ 3,527.88

Line 108 - Total ITCs and adjustments \$ 15,784,120.34

GST/HST Return Summary

Line 101 - Sales and other revenue	\$ 234,066,744.51
Line 135 - Total GST/HST new housing rebates (included in line 108)	\$ 0.00
Line 136 - Deduction for pension rebate amount (included in line 108)	\$ 0.00
Line 105 - Total GST/HST and adjustments for period	\$ 19,966,086.33
Line 108 - Total ITCs and adjustments	\$ 15,784,120.34
Line 109 - Net Tax	\$ 4,181,965.99
Line 110 - Instalments and other annual filer payments	\$ 0.00

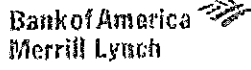
3/26/2015

GST/HST NETFILE - Confirmation

Line 111 - Rebates (note: rebate forms must be mailed separately)	\$ 0.00
Line 205 - GST/HST due on acquisition of taxable real property	\$ 0.00
Line 405 - Other GST/HST to be self-assessed	\$ 0.00
Line 114 - Refund claimed	\$ 0.00
Amount owing	\$ 4,181,965.99

If you owe money, you may be able to pay online using your financial institution's Internet banking service, CRA's My Payment or by setting up a pre-authorized debit agreement through My Business Account. If you choose to pay by cheque or money order please use the remittance voucher (Form RC158) that you received with your access code. Please note that your payment may not be reflected on your Notice of Assessment.

Date Modified: 2014-11-13



Canada TaxPay and BillPay Service

1 800 762 2282

Make a payment - confirmation

TARGET CANADA CO

[Redacted]

Payment to QUEBEC GST/HST REMITTANCE -- (FPZ-34.IF)

Confirmation number 2365725
Confirmation security number Au553b668a15eda3ca411bc508b012fab09962e59

Pay from [Redacted]
GST account 835h36668R10001
GST Period From 01 Feb 2015 To 26 Feb 2015
Due date 31 Mar 2015

Table with 4 columns: Description, Amount, Description, Amount. Rows include 101 Supplies (Sales Figure), 105 GST/HST Collectible and adjustments, 108 ITCs payable and adjustments, 110 GST/HST instalments, 111 Other GST/HST rebates, 113 GST/HST Payable, 113 GST/HST Refund, Amount payable, and Payment date.

Main Menu Sign off

For more information, please visit our website at www.bankofamerica.com/canada. For more information, please visit our website at www.bankofamerica.com/canada.

Contents Property of Bank of America. All rights reserved. (03/14/15) 10/15

We process the payments you request overnight. Although your account will not be debited until the settlement date, we process the payment on the business day before the settlement date. This means you must enter the payment request by the business day before the settlement date.



ELECTRONIC PAYMENT FORM - Canada

Treasury Operations
Fax: (612) 761-5508
Phone: (612) 761-5580

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

TYPE OF PAYMENT: Tax Payment - See Voucher **COMPANY DIVISION:** Target Canada Co Prop LLC - CAD73

Target Canada Property LLC GST B36824375RT0001

GENERAL LEDGER DEBIT ACCOUNT INFORMATION:

SAP Company Code	SAP Profit Center	SAP Cost Center	SAP Internal Order	SAP GL Account	Amount
2006	9730			2031210	\$ 7,953,079.66
SAP Company Code	SAP Profit Center	SAP Cost Center	SAP Internal Order	SAP GL Account	Amount
SAP Company Code	SAP Profit Center	SAP Cost Center	SAP Internal Order	SAP GL Account	Amount
SAP Company Code	SAP Profit Center	SAP Cost Center	SAP Internal Order	SAP GL Account	Amount
SAP Company Code	SAP Profit Center	SAP Cost Center	SAP Internal Order	SAP GL Account	Amount

PAYMENT INFORMATION:

Cash Trapping Required (for TNB use only)

3/30/2015 7,953,079.66

Payment Effective Date Amount CAD - Canadian Dollar Currency

BENEFICIARY'S BANKING INFORMATION:

* Required Field

Repeat Number (if one): [Redacted]

* Name on Bank Account: Canada Revenue Agency

* Bank Name: N/A - Locked down in Bank of America

Bank City/Province, State: N/A - Locked down in Bank of America

* Bank Account # or IBAN: N/A - Locked down in Bank of America

* SWIFT Code: N/A - Locked down in Bank of America

* Sort Branch Code: N/A - Locked down in Bank of America

For Further Credit Account #: N/A - Locked down in Bank of America

Intermediary Bank: N/A - Locked down in Bank of America

Intermediary ABA or SWIFT Code: N/A - Locked down in Bank of America

Special Instructions (Non-Repeats only):

See attached Voucher

* Purpose of Payment (for internal use):

Canada Revenue Agency - GST

OTHER BENEFICIARY/VENDOR INFORMATION:

* Beneficiary Address: _____

* Beneficiary City, State, Zip: _____

* Beneficiary Business Number(CRA Tax ID): _____

GST/HST number: _____

Treasury Internal Bank to Bank Transfer? Yes No

Is this for a tangible product (ex. Furniture, samples, supplies, merchandise)? Yes No Both (product & service) (if yes, skip next question)

Were any services performed in the US? Yes No Both (inside US & outside US)

APPROVAL:

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

* Internal Contact (IC): [Redacted]

IC Phone Number: [Redacted]

Name

Accountant Title

EFT Approver Signature

3/25/15

Date

Phone #

Name

Supervisor Sales & Use Tax Title

EFT Approver Signature

3/24/15

Date

Phone #

Approval for repetitive payments is required by one EFT Approver. Approval for non-repetitive payments is required by two EFT Approvers (one of which must be a director or above on requests greater than \$1,000; one with unlimited signing authority on requests greater than \$20 million).

**GST/HST NETFILE - Confirmation**

Your return has been successfully filed.

Your confirmation number is: 252524.

Please print a copy of this confirmation for your records. Do not send us a paper copy of your return.

Thank you for using GST/HST NETFILE.

Business Name

Target Canada Property LLC

Business Number

836824375RT0001

Reporting period

From: 2015-02-01 **To:** 2015-02-28

Filing date

2015-03-26

Payment due date

2015-03-31

Line 101 - Sales and other revenue	\$ 0.00
Line 135 - Total GST/HST new housing rebates (included in line 108)	\$ 0.00
Line 136 - Deduction for pension rebate amount (included in line 108)	\$ 0.00
Line 105 - Total GST/HST and adjustments for period	\$ 8,636,588.83
Line 108 - Total ITCs and adjustments	\$ 683,509.17
Line 109 - Net Tax	\$ 7,953,079.66
Line 110 - Instalments and other annual filer payments	\$ 0.00
Line 111 - Rebates (note: rebate forms must be mailed separately)	\$ 0.00
Line 205 - GST/HST due on acquisition of taxable real property	\$ 0.00
Line 405 - Other GST/HST to be self-assessed	\$ 0.00
Line 114 - Refund claimed	\$ 0.00
Amount owing	\$ 7,953,079.66

If you owe money, you may be able to pay online using your financial institution's Internet banking service, CRA's My Payment or by setting up a pre-authorized debit agreement through My Business Account. If you choose to pay by cheque or money order please use the remittance voucher (Form RC158) that you received with your access code. Please note that your payment may not be reflected on your Notice of Assessment.

Date Modified: 2014-11-13



Bank of America
Merrill Lynch



Canada TaxPay and BillPay Service

01/29/2015 11:11

Make a payment - confirmation

TARGET CANADA PROPERTY LLC [REDACTED]

[REDACTED]

Payment to Federal - GST/HST Payment -- (GST-P)

This transaction is now in Pending Approval status and requires 1 approval(s)

Pay from	[REDACTED]
Tax account to pay	836824375R10901
Period start date	01 Feb 2015
Period end date	28 Feb 2015
Due date	31 Mar 2015
Instalment payment	\$0.00
Amount owing	\$7,053,079.66
Other payment	\$0.00
Audit assessment	\$0.00
Total payment	\$7,053,079.66
Payment date	30 Mar 2015

[Main Menu](#) | [Sign off](#)

* You may wish to save or print this page for future reference.

** Please note: Your credit card will be charged for this transaction unless the "Auto Transfer" option is selected on your credit card.

Contents Property of Bank of America. All rights reserved. [Online Privacy Policy](#)

We process the payments you request overnight. Although your account will not be debited until the settlement date, we process the payment on the business day before the settlement date. This means you must enter the payment request by the business day before the settlement date.

SCHEDULE B.5

QST PAYMENT INFORMATION



ELECTRONIC PAYMENT FORM - Canada

Treasury Operations
Fax: (612) 761-5508
Phone: (612) 761-5580

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

TYPE OF PAYMENT: Tax Payment - See Voucher COMPANY DIVISION: Target Canada Co (CAD) - CAPO1
Quebec QST 1217234367TQ0001

GENERAL LEDGER DEBIT ACCOUNT INFORMATION:

SAP Company Code	SAP Profit Center	SAP Cost Center	SAP Internal Order	SAP GL Account	Amount
2001	9730		2031210		2,010,064.23
SAP Company Code	SAP Profit Center	SAP Cost Center	SAP Internal Order	SAP GL Account	Amount
SAP Company Code	SAP Profit Center	SAP Cost Center	SAP Internal Order	SAP GL Account	Amount
SAP Company Code	SAP Profit Center	SAP Cost Center	SAP Internal Order	SAP GL Account	Amount
SAP Company Code	SAP Profit Center	SAP Cost Center	SAP Internal Order	SAP GL Account	Amount

PAYMENT INFORMATION:

3/30/2016 2,010,064.23
Payment Effective Date Amount
CAD - Canadian Dollar
Currency

BENEFICIARY'S BANKING INFORMATION:

Repeat Number (if one): _____

Name on Bank Account: Revenue Quebec

Bank Name: N/A - Locked down in Bank of America

Bank City/Province, State: N/A - Locked down in Bank of America

Bank Account # or IBAN: N/A - Locked down in Bank of America

SWIFT Code: N/A - Locked down in Bank of America

Sort Branch Code: N/A - Locked down in Bank of America

For Further Credit Account #: N/A - Locked down in Bank of America

Intermediary Bank: N/A - Locked down in Bank of America

Intermediary ABA or SWIFT Code: N/A - Locked down in Bank of America

Special Instructions (Non-Repeats only): See attached Voucher
* Purpose of Payment (for Internal use): Revenue Quebec - QST Tax Payments

OTHER BENEFICIARY/VENDOR INFORMATION:

* Beneficiary Address: _____

* Beneficiary City, State, Zip: _____

* Beneficiary Business Number(CRA Tax ID): _____

GST/HST number: _____

Treasury Internal Bank to Bank Transfer? Yes No

Is this for a tangible product (ex. Furniture, samples, supplies, merchandise)? Yes No Both (product & service) (if yes, skip next question)

Were any services performed in the US? Yes No Both (inside US & outside US)

APPROVAL:

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

* Internal Contact (IC): _____ IC Phone Number: 612-761-4718

Name _____ Accountant Title _____ EFT Approver Signature _____ Date 3/25/15 Phone # _____

Name _____ Supervisor Sales Tax Title _____ EFT Approver Signature _____ Date 3/25/15 Phone # _____

Approval for repetitive payments is required by one EFT Approver. Approval for non-repetitive payments is required by two EFT Approvers (one of which must be a director or above on requests greater than \$1,000; one with unlimited signing authority on requests greater than \$20 million).

3/26/2015

Revenu Québec - GST/HST and QST Returns



March 26, 2015

clic Revenu

TARGET CANADA CO.
Québec enterprise No. (NEQ): 1167350116
Identification No.: 1217234367

GST/HST and QST returns



Acknowledgement of Receipt

You transmitted the information on March 26, 2015, at 9:20:37 a.m., using clicSÉCUR express. The reference number is **000254000**.

You should keep the reference number because you will need it to make a payment using the online payment service.

The business has a balance due. The payment can be made through our online payment service. Click on Next to access the service.

File
QST reporting period
Due date

TQ0001
From February 1, 2015 to February 28, 2015
March 31, 2015

QST Return

Total supplies (sales figure) (line 201)

Net tax calculation

Tax collectible

QST collectible (line 203)		3,458,791.80
QST adjustments (line 204)	+	0
QST payable on immovables (line 214)	+	0
Total QST collectible and adjustments (line 205)	=	3,458,791.80

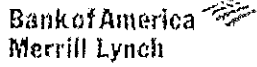
Input tax refunds (ITRs)

ITRs (line 206)		1,448,727.57
ITR adjustments and ITRs respecting immovables (line 207)	+	0
Total ITRs and adjustments (line 208)	=	1,448,727.57

Net QST (line 209) (Subtract line 208 from line 205.)	=	2,010,064.23	→	2,010,064.23
--	---	--------------	---	---------------------

Other credits

Rebates



Canada TaxPay and BillPay Service

01 Feb 2015

Make a payment - confirmation

TARGET CANADA CO

Payment to Quebec QST Remittance -- (VDZ-471)

Confirmation number 2367804
Confirmation security number d1b29bf190505e99a9cc1b62ce6310d/cda72329

Pay from
QST account 121723436100001
QST Period From 01 Feb 2015 To 28 Feb 2015
Due date 31 Mar 2015

205 Supplies (Sales figure) \$0.00

Table with 4 columns: 208 QST Creditable and adjustments, 209 ITRs and adjustments, 210 QST instalments, 211 Other QST rebates. Includes rows for 213 QST Payable and 213 QST Refund.

Make another Payment Main Menu Sign off

For more information on the QST program, please refer to the QST program. If you need to cancel this payment, please access the 'View' button on the 'Payment History' page.

Contents Property of Bank of America. All rights reserved. Online Privacy Policy

We post up the payments you request overnight. Although your account will not be debited until the settlement date, we process the payment on the business day before the settlement date. This means you must enter the payment request by the business day before the settlement date.



ELECTRONIC PAYMENT FORM - Canada

Treasury Operations
Fax: (612) 761-5508
Phone: (612) 761-5580

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

TYPE OF PAYMENT: Tax Payment - See Voucher COMPANY DIVISION: Target Canada Prop U.C. - CAD23

Note: Payment to MRQ by Target Canada Property LP 1220954249 TQ0001

GENERAL LEDGER DEBIT ACCOUNT INFORMATION					
SAP Company Code	SAP Profit Center	SAP Cost Center	SAP Internal Order	SAP GL Account	Amount
2006	0730			2031210	1,298,877.73
SAP Company Code	SAP Profit Center	SAP Cost Center	SAP Internal Order	SAP GL Account	Amount
SAP Company Code	SAP Profit Center	SAP Cost Center	SAP Internal Order	SAP GL Account	Amount
SAP Company Code	SAP Profit Center	SAP Cost Center	SAP Internal Order	SAP GL Account	Amount
SAP Company Code	SAP Profit Center	SAP Cost Center	SAP Internal Order	SAP GL Account	Amount

PAYMENT INFORMATION: Cash Trapping Required (for TNE use only)

3/30/2015 1,298,877.73
Payment Effective Date Amount CAD - Canadian Dollar Currency

BENEFICIARY'S BANKING INFORMATION

Repeat Number (if one): [REDACTED]

* Name on Bank Account: Revenu Quebec

* Bank Name: N/A - Locked down in Bank of America

Bank City/Province, State: N/A - Locked down in Bank of America

* Bank Account # or IBAN: N/A - Locked down in Bank of America

* SWIFT Code: N/A - Locked down in Bank of America

* Sort Branch Code: N/A - Locked down in Bank of America

For Further Credit Account #: N/A - Locked down in Bank of America

Intermediary Bank: N/A - Locked down in Bank of America

Intermediary ABA or SWIFT Code: N/A - Locked down in Bank of America

Special Instructions (Non-Repeats only): See attached Voucher

* Purpose of Payment (for Internal use): Quebec QST

OTHER BENEFICIARY/VENDOR INFORMATION

* Beneficiary Address: 1056 Rue Louis Alexandre Taschereau 4E eta

* Beneficiary City, State, Zip: Quebec G1R 5E6

* Beneficiary Business Number(CRA Tax ID): _____

GST/HST number: _____

Treasury Internal Bank to Bank Transfer? Yes No

Is this for a tangible product (ex. Furniture, samples, supplies, merchandise)? Yes No Both (product & service) (If yes, skip next question)

Were any services performed in the US? Yes No Both (inside US & outside US)

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

Internal Contact (IC): [REDACTED] IC Phone Number: [REDACTED]

Name: [REDACTED] Accountant Title: [REDACTED] EFT Approver Signature: [REDACTED] Date: 3/25/15 Phone #: [REDACTED]

Name: [REDACTED] Supv. Sales & Use Tax Title: [REDACTED] EFT Approver Signature: [REDACTED] Date: 3/25/15 Phone #: [REDACTED]

Approval for repetitive payments is required by one EFT Approver. Approval for non-repetitive payments is required by two EFT Approvers (one of which must be a director or above on requests greater than \$1,000; one with unlimited signing authority on requests greater than \$20 million).



March 26, 2015
 clic Revenu

TARGET CANADA PROPERTY LLC
 Québec enterprise No. (NEQ):
 Identification No.: 1220954249

GST/HST and QST returns



Acknowledgement of Receipt

You transmitted the information on March 26, 2015, at 9:24:16 a.m., using clicSÉCUR express. The reference number is **000144005**.
 You should keep the reference number because you will need it to make a payment using the online payment service.
 The business has a balance due. The payment can be made through our online payment service. Click on Next to access the service.

File	TQ0001
QST reporting period	From February 1, 2015 to February 28, 2015
Due date	March 31, 2015

QST Return

Total supplies (sales figure) (line 201)

Net tax calculation

Tax collectible

QST collectible (line 203)		1,448,727.57
QST adjustments (line 204)	+	0
QST payable on immovables (line 214)	+	0
Total QST collectible and adjustments (line 205)	=	1,448,727.57

Input tax refunds (ITRs)

ITRs (line 206)		149,849.84
ITR adjustments and ITRs respecting immovables (line 207)	+	0
Total ITRs and adjustments (line 208)	=	149,849.84

Net QST (line 209) (Subtract line 208 from line 205.)	=	1,298,877.73	+	1,298,877.73
--	---	--------------	---	---------------------

Other credits

Rebates



**Bank of America
Merrill Lynch**

Canada TaxPay and BillPay Service

XXXXXXXXXX XXXXX

Make a payment - confirmation

TARGET CANADA PROPERTY LLC (XXXXXXXXXX)

XXXXXXXXXX XXXXX

Payment to QUEBEC COMBINED GST/HST + QST REMITTANCE -- (FPZ-500.IF)

Confirmation number 2374657
 Confirmation security number 5085fe4fb07060b1010dce8d202411f989bcd0160

Pay from XXXXXXXXXXXXXXX

QST account 1220954249TQGGG1

GST Period From 01 Feb 2015 To 28 Feb 2015

QST Period From 01 Feb 2015 To 28 Feb 2015

Due date 31 Mar 2015

101 Supplies (Sales Figure)	\$0.00	135 New housing rebate included in the ITCs	\$0.00
105 GST/HST Collectible and adjustments	\$0.00	110 GST/HST Instalments	- \$0.00
108 ITCs payable and adjustments	- \$0.00	111 Other GST/HST rebates	- \$0.00
		113 GST/HST Payable	= \$0.00
		113 GST/HST Refund	or \$0.00
		GST/HST Remittance	\$0.00
205 QST Collectible and adjustments	\$1448727.57	210 QST instalments	\$0.00
208 ITRs payable and adjustments	- \$149849.84	211 Other QST rebates	- \$0.00
		213 QST Payable	= \$1298077.73
		213 QST Refund	or \$0.00

QST Remittance	\$1298877.73
Amount payable	\$1298877.73
Payment date	30 Mar 2015

[Main Menu](#) | [Sign off](#)

* You may wish to save or print this page for future reference

** Please note, if you need to cancel this transaction, please access the "View / Cancel Future Dated Transactions" link from your main menu

Contents Property of Bank of America. All rights reserved. [Online Privacy Policy](#)

We process the payments you request overnight. Although your account will not be debited until the settlement date, we process the payment on the business day before the settlement date. This means you must enter the payment request by the business day before the settlement date.

SCHEDULE "C"

CLAIM AGAINST TARGET CANADA PROPERTY LP

(PRE-FILING)

Description of Indebtedness

Amount

Indebtedness owing by Target Canada Property LP ("PropLP") to Target Canada Co. ("TCC") as of January 14, 2015, on account of fees payable pursuant to the Master Agreement (as defined below) \$528,730 + plus applicable sales, goods and services and harmonized sales taxes if any

Contingent claims by TCC against PropLP 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

\$528,730 +

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.

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

Amount Payable to TCC

Fee Payable

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 is attached as Schedule A.2.

4. 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

5. 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.
6. TCC performed the Services for PropLP for the period February, 2013 to January 8, 2014. The estimated Fee payable by PropLP for the TCC fiscal period ended January 31, 2014 was computed, accrued and paid up to December 31, 2013. This amount was \$8,324,208.
7. The determination of the actual Fee amount payable by PropLP is set out in the “Admin Fee True-Up Summary” with related schedules and computations attached as Schedule A.6. These materials show the determination of the monthly Fee accrual, 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.
8. The Fee amount owing by PropLP for the period ended January 9, 2014 is recorded in the Admin Fee True-Up Summary as \$8,852,938 (i.e., 90% of \$9,836,597 applicable allocated costs for the period).
9. The total Fee owing by PropLP to TCC is: $\$8,852,938 - \$8,324,208 = \$528,730$.

⁶ Master Agreement section 1.1.

⁷ Master Agreement section 1.2.

This amount is not inclusive of applicable goods and services, sales or harmonized sales taxes (if any).

SCHEDULE "D"

CLAIM AGAINST TARGET CANADA HEALTH CO., ON BEHALF OF TARGET CANADA PHARMACY FRANCHISING LP

<u>Description of Indebtedness</u>	<u>Amount</u>
Indebtedness owing by Target Canada Health Co. (" Pharmacy GP "), on behalf of Target Canada Pharmacy Franchising LP (" Target Pharmacy "), to Target Canada Co. (" TCC ") as of January 14, 2015 pursuant to the Master Agreement (as defined and described below) and the Target Pharmacy Cash Management Agreement (as defined and described below)	\$14,797,748.74 plus applicable sales, goods and services and harmonized sales tax, if any
Less: Indebtedness owing by TCC to Pharmacy GP, on behalf of Target Pharmacy, as of January 14, 2015 pursuant to the Target Pharmacy Cash Management Agreement	(\$2,451,401.01)
Contingent claims by TCC against Pharmacy GP, on behalf of Target Pharmacy, arising out of or relating to Pre-Filing Claims and/or Restructuring Period Claims asserted by one or more Persons against one or more of the Target Canada Entities	Unknown
<u>TOTAL INDEBTEDNESS</u>	<u>\$12,346,347.73 +</u> <u>Unknown</u>

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

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

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

Background

Target Pharmacy is an Ontario limited partnership that licensed to franchisees across Canada (other than Quebec) (the "**Franchisees**") the right to operate Target-branded retail pharmacies within

TCC stores pursuant to various franchise agreements with franchisees (the “**Franchise Agreements**”). TCC is the limited partner of Target Pharmacy and owns 99.999% of Target Pharmacy. Target Pharmacy’s general partner is Pharmacy GP, a wholly-owned direct subsidiary of TCC, which holds the remaining ownership interest. As a limited partnership, Target Pharmacy has no officers or directors. All actions by Target Pharmacy are taken on its behalf exclusively by Pharmacy GP.

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

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

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

Under the Master Agreement, TCC agreed to perform or provide the following services for Target Pharmacy (through its own resources or through contractual relationships with other Target entities): (i) operations-related goods and services, advertising support, rebate processing and training services as more fully described on schedule 1.1(a) of the Master Agreement (the “**Pharmacy Operation Support Services**”); (ii) floor space within TCC’s retail stores for the operation of pharmacies, as more fully described on schedule 1.1(b) of the Master Agreement (the “**Licensed Space**”); and (iii) administrative and business services as more fully described on schedule 1.1(c) of the Master Agreement (the “**Administrative and Business Services**”, and together with the Pharmacy Operation Support Services and the Licensed Space, the “**Services**”).

Pursuant to section 5.1 of the Master Agreement, Target Pharmacy agreed to pay TCC arm’s length fees for the Services during the Term as set out on schedules 1.1(a), 1.1(b) and 1.1(c) of the Master Agreement (collectively, the “**Fee**”). Pursuant to section 5.2 of the Master Agreement, the Fee owed by Target Pharmacy and any related materials and property is accrued and charged

throughout or at the end of TCC's fiscal year¹ and is required to be paid no later than 30 days after the end of TCC's fiscal year. All payments are required to be made in Canadian dollars unless otherwise agreed by the parties.

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

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

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

Amounts Receivable from Target Pharmacy

Amounts receivable from Pharmacy GP, on behalf of Target Pharmacy, include Fees for Services provided by TCC to Target Pharmacy under the Master Agreement and amounts advanced by TCC on behalf of Target Pharmacy pursuant to the Target Pharmacy Cash Management Agreement, including in respect of payments to Franchisees under the Franchise Agreements. The general ledger detail relating to the amounts receivable from Target Pharmacy as at January 14, 2015 is set out on Schedule "D.3" hereto (the "**Target Pharmacy Receivables Ledger**").

The total amount owing by Target Pharmacy to TCC as at January 14, 2015 was \$14,797,748.74, as evidenced by the Target Pharmacy Receivables Ledger.³

¹ TCC's 2014 fiscal year commenced on February 2, 2014 and ended January 31, 2015.

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

³ The ledger entries highlighted in yellow on the Target Pharmacy Receivables Ledger with a posting date of January 13, 2015 or January 14, 2015 relate to invoices not yet paid by TCC as at January 14, 2015 due to the CCAA filing in the total aggregate amount of \$615,925.61. This aggregate sum has been deducted from the general ledger balance of \$15,413,674.35 to arrive at a total claim of \$14,797,748.74. The highest ledger entry with the next most recent posting date of January 7, 2015 in the pre-tax amount of \$2,985.57 is highlighted in

All ledger entries are coded by a two-letter key that identifies the business transaction type in SAP. The document type determines where the document is stored, as well as the account types to be posted. The document types for the Target Pharmacy Receivables Ledger comprise the following: (i) invoice payments (code "KN") - \$6,813,985.00; (ii) reconciliation adjustments (code "ZI") - \$4,871,679.93; (iii) various manual entries (code "SA") - \$3,630,658.14; (iv) accrual entries that automatically reversed in the following period (code "AC") - \$751,028; and (v) accrual reversals (code "ZM") - (\$653,676.72).

The following discussion addresses all ledger entries in excess of \$100,000. Details relating to additional ledger entries are available upon request.

The ledger entry of \$4,050,587.69 arose due to the original accounting for Target Pharmacy as a separate profit centre within TCC. Upon establishing a company code for Target Pharmacy in SAP, the accumulated balances relating to Target Pharmacy were transferred over to the Target Pharmacy company code from the separate TCC Target Pharmacy profit centre on June 1, 2014 in the amount of \$436,795.16 (as reflected by the fifth largest ledger entry). The remaining majority of the accumulated balances (i.e., \$4,050,587.69) was transferred over on June 30, 2014 to reflect residual activity flowing through the original profit centre.

The ledger entry of \$2,892,350.98 relates to a manual adjustment arising out of the pharmacy reconciliation appended as Schedule "D.4". TCC maintains a monthly reconciliation account to record all amounts received or receivable by TCC from third parties (including Franchisees) for and on behalf of Target Pharmacy during such month that have not yet been posted to the general ledger. TCC then makes a corresponding general ledger entry at the end of the month reflect the change in the value of the amount payable by TCC to Target Pharmacy over the course of such month. As reflected in this pharmacy reconciliation, TCC paid \$2,892,350.98 on behalf of Target Pharmacy to the Franchisees, resulting in an increase in the amount payable by Target Pharmacy to TCC.

The ledger entry of \$931,155.32 relates to the total Fees payable by Target Pharmacy to TCC for Services rendered under the Master Agreement as at January 14, 2015. A summary of the Fees, segmented by type of Service, is appended as Schedule "D.5", together with the underlying detail comprising each of the Fees. These Fees are not inclusive of applicable goods and services, sales or harmonized sales taxes (if any).

The ledger entries of (\$668,452.33) and \$420,033.64 also relate to further balance transfers to the Target Pharmacy company code from the separate TCC Target Pharmacy profit centre on June 30, 2014 and July 2, 2014, respectively, to reflect residual activity flowing through the original profit centre as described above.

The ledger entry of \$107,061.78 relates to the payment by TCC of Apotex invoice 1800001585 for and on behalf of Target Pharmacy pursuant to the Target Pharmacy Cash Management

blue. This relates to an invoice that was paid on January 8, 2015 per the screenshot at the bottom of Schedule "D.3".

Agreement. A copy of the Apotex invoice and a screen shot evidencing the payment of same is appended as Schedule "D.6".⁴

Amounts Payable to Target Pharmacy

TCC is indebted to Pharmacy GP, on behalf of Target Pharmacy, for various amounts received by TCC for and on behalf of Target Pharmacy in the ordinary course of operations pursuant to the Target Pharmacy Cash Management Agreement, including any amounts received from McMahon and the Franchisees. All such amounts were recorded by ledger entry in SAP, the particulars of which as at January 14, 2015 are set out in Schedule "D.7" (the "**Target Pharmacy Payables Ledger**").

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

The total amount owing by TCC to Pharmacy GP, on behalf of Target Pharmacy, as at January 14, 2015 was \$2,451,401.01, as evidenced by the Target Pharmacy Payables Ledger (the "**Aggregate Target Pharmacy Payable**").

Most of the ledger entries on the Target Pharmacy Payables Ledger relate to the EBIT "top-up" program that Target Pharmacy introduced in February 2014. Under this program, Target Pharmacy provided a financial support package for eligible Franchisees based on an annualized earnings before interest and tax calculation through which eligible Franchisees received financial support up to the total amount of their annualized EBIT gap (*i.e.*, the Franchisee's annualized EBIT less the EBIT Threshold). In June 2014, Target Pharmacy revised the EBIT "top-up" program to increase the annual EBIT Threshold from \$75,000 to \$110,000, resulting in greater financial support being made available to eligible Franchisees. Initially, the EBIT "top-up" expenses were treated as a direct liability of TCC. As Target Pharmacy had the contractual relationship with the Franchisees, the EBIT "top-up" expenses were charged back by Target Pharmacy to TCC. It was subsequently determined that there was no agreement supporting this accounting treatment and that Target Pharmacy should bear the EBIT "top-up" expenses. Accordingly, from and after November 26, 2014, offsetting entries were recorded on the Target Pharmacy Payables Ledger to reverse the prior accounting treatment.⁵

The remaining majority of the ledger entries on the Target Pharmacy Payables Ledger relate to amounts payable by TCC to Pharmacy GP, on behalf of Target Pharmacy, as a result of the sweeping of cash by TCC out of the Target Pharmacy bank account to TCC's master bank account

⁴ TCC paid the tax on this invoice but did not record the tax on the Target Pharmacy Receivables Ledger as TCC could claim an input tax credit relating to such amount.

⁵ All of these EBIT "top-up" expense charge-backs and offsetting ledger entries are highlighted in green on the Target Pharmacy Payables Ledger.

under the Target Pharmacy Cash Management Agreement as described above.⁶ A summary of these ledger entries together with bank statements relating thereto is appended as Schedule "D.8."

Net Claim by TCC

As described above, the total net amount owing by Pharmacy GP, on behalf of Target Pharmacy, to TCC as reflected by the Target Pharmacy Receivables Ledger (after setting off the Aggregate Target Pharmacy Payable), is \$12,346,347.73.

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

⁶ These ledger entries are highlighted in orange on the Target Pharmacy Payables Ledger.

SCHEDULE "D.1"
MASTER AGREEMENT

**MASTER AGREEMENT
(Pharmacy)**

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

RECITALS

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

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

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

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

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

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

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

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

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

1. SERVICES

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

- (a) Pharmacy Operations Support Services;
- (b) Licensed Space for pharmacy operations; and
- (c) Administrative and Business Services.

1.2 Target Canada hereby grants a license to Target Pharmacy to use the Licensed Space. Target Pharmacy hereby expressly acknowledges that such grant is the grant of a license, not a lease or sublease, and that this Agreement convey no interest of any kind whatsoever in or to the Licensed Space, other than a mere license to temporarily use the Licensed Space for the Term. The parties expressly agree that there exists no landlord and tenant relationships between Target Canada and Target Pharmacy.

2. DEFINITIONS

- 2.1 **Defined Terms.** Capitalized terms appearing in this Agreement shall have the meaning described below.
- 2.2 “**Administrative and Business Services**” shall mean the administrative and business services as more fully described on **Schedule I.1(c)**.
- 2.3 “**Affiliate**” or “**Affiliates**” shall mean a corporation, company or other legal entity which is a member of the Target Group for United States Generally Accepted Accounting Principles (“**US GAAP**”) purposes.
- 2.4 “**Intangible Property**” shall mean any and all of Target Canada’s intangible property rights and associated intellectual property rights, including all Work Product, whether existing as of the Effective Date or developed or acquired later in time, including, but not limited to: (i) works of authorship throughout the world, including but not limited to copyrights, neighboring rights, moral rights and all derivative works thereof; (ii) trademark and trade name rights and similar rights; (iii) trade secret rights; (iv) patents, designs, manufacturing processes, know-how and other industrial property rights; (v) all theatrical, video and DVD, television, live stage production, sound recording, software applications and all ancillary and derivative rights, (vi) all other intellectual and industrial property rights (of every kind and nature throughout the world and however designated) whether arising by operation of law, contract, license, or otherwise; and (vii) all registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force (including any rights in any of the foregoing).
- 2.5 “**Licensed Space**” shall mean the area designated within the Target retail store for the operation of the pharmacy that is owned or leased by Target Pharmacy as more fully described on **Schedule I.1(b)**.

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

3. LIMITED LICENSE TO USE INTANGIBLE PROPERTY

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

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

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

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

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

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

4. RIGHTS AND CONFIDENTIALITY

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

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

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

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

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

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

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

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

5. COMPENSATION

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

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

6. TERM AND TERMINATION

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

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

7. LIMITATION OF LIABILITY

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

8. REPRESENTATIONS AND WARRANTIES

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

9. COMPLIANCE WITH LAWS

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

10. RELATIONSHIP BETWEEN THE PARTIES

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

11. GENERAL PROVISIONS

11.1 Governing Law. This Agreement is governed by, and construed in accordance with, the laws of Ontario, Canada.

11.2 Amendments. No provision of this Agreement shall be amended or waived except by a written agreement executed by both parties.

11.3 Severability. If any one or more provisions of this Agreement shall be found to be illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

11.4 Headings. The descriptive headings contained herein are for convenience only and shall not control or affect the meaning, interpretation or construction of any provision of this Agreement.

11.5 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and legal representatives of the respective parties hereto. This Agreement may not be assigned by any party without the prior written consent of the other party, except to an entity directly or indirectly controlling, controlled by, or under common control with the assigning party.

11.6 Notices. All notices required by this Agreement shall be in writing to the addresses set forth below, or such other addresses as may be designated in writing by the respective party. Any notices shall be deemed effectively given when received by the other party.

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

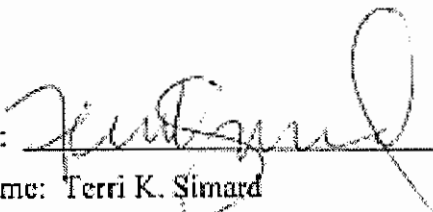
If to Target Pharmacy: Target Canada Pharmacy Franchising LP
5570 Explorer Drive
Mississauga, Ontario
Canada L4W 0C3
Attention: Vice President of General Partner

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

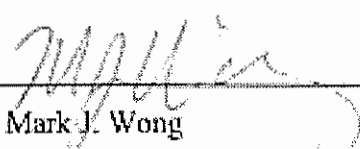
****[Signature Page to Follow]****

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

TARGET CANADA CO.

By: 
Name: Terri K. Simard
Title: Vice President
Date Signed: Jan. 29, 2013

**TARGET CANADA PHARMACY
FRANCHISING LP**
By: Target Canada Health Co., its General Partner

By: 
Name: Mark J. Wong
Title: Vice President and Secretary
Date Signed: Jan 30, 2013

Schedule 1.1 (a)
Pharmacy Operations Support Services

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

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

Schedule 1.1 (b)
Licensed Space

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

Schedule 1.1 (c)
Administrative and Business Services

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

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

1. CONTROL BY TBI.

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