

Ontario
**SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

IN THE MATTER OF THE *COMPANIES' CREDITORS
ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF **TARGET CANADA CO., TARGET
CANADA HEALTH CO., TARGET CANADA MOBILE GP
CO., TARGET CANADA PHARMACY (BC) CORP.,
TARGET CANADA PHARMACY (ONTARIO) CORP.,
TARGET CANADA PHARMACY CORP., TARGET
CANADA PHARMACY (SK) CORP., and TARGET
CANADA PROPERTY LLC**

APPLICANTS

MOTION RECORD OF THE APPLICANTS

**(Motion for Approval of Agreement regarding
Lease at Erin Mills Town Centre)**

July 15, 2015

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CCAA Proceedings of Target Canada Co.et al, Court File No. CV-15-10832-00CL

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TAB 1

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

IN THE MATTER OF THE *COMPANIES' CREDITORS
ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF **TARGET CANADA CO., TARGET
CANADA HEALTH CO., TARGET CANADA MOBILE GP
CO., TARGET CANADA PHARMACY (BC) CORP.,
TARGET CANADA PHARMACY (ONTARIO) CORP.,
TARGET CANADA PHARMACY CORP., TARGET
CANADA PHARMACY (SK) CORP., and TARGET
CANADA PROPERTY LLC**

Applicants

NOTICE OF MOTION

**(Motion for Approval of Agreement regarding
Lease at Erin Mills Town Centre)**

The Applicants will make a motion before a judge of the Ontario Superior Court of Justice (Commercial List) on July 17, 2015 at 10:00 a.m., or as soon after that time as the motion can be heard, at 330 University Avenue, Toronto, Ontario.

PROPOSED METHOD OF HEARING: The motion is to be heard orally.

THE MOTION IS FOR:

1. An Order substantially in the form attached at Tab 3 of the Motion Record, *inter alia*,
 - (a) if necessary, abridging the time for service of this Notice of Motion and the Motion Record and dispensing with service on any person other than those served; and
 - (b) approving the Assignment and Assumption of Lease with Landlord Consent (the "**Agreement**") entered into as of July 15, 2015 between Target Canada Co.

(“TCC”), Wal-Mart Canada Corp. (“**Wal-Mart**”) and OPB (EMTC) Inc. (the “**Landlord**”), and vesting TCC’s right, title and interest in and to the Lease and the Premises (as defined in that Order) in Wal-Mart; and

2. Such further and other relief as this Court may deem just.

THE GROUNDS FOR THE MOTION ARE:

1. The Applicants and Partnerships listed on Schedule A to the Approval and Vesting Order (collectively, the “**Target Canada Entities**”) were granted protection from their creditors under the CCAA pursuant to the Initial Order of the Ontario Superior Court of Justice (Commercial List) dated January 15, 2015, as amended and restated;
2. Alvarez & Marsal Canada Inc. was appointed to act as the Monitor (the “**Monitor**”) in the CCAA proceeding;
3. On February 11, 2015, the Court approved a process (the “**Real Property Portfolio Sales Process**”) by which the Target Canada Entities, with the assistance of TCC’s financial advisor, Lazard Frères & Co. LLC, and under the supervision of the Monitor, would seek to sell all or substantially all of TCC’s leases and real property;
4. TCC, Wal-Mart and the Landlord have entered into the Agreement, pursuant to which TCC has agreed to assign its lease at the Erin Mills Town Centre to Wal-Mart;
5. The process leading to the Agreement was fair and reasonable in the circumstances and was approved by the Monitor;
6. The consideration to be received in the transaction, in the form of the releases obtained in the Agreement and the rent payments avoided, is fair and reasonable;
7. The Agreement is in the best interests of the creditors and other stakeholders of the Target Canada Entities;
8. The relief sought on this motion is supported by the Monitor;

9. The provisions of the CCAA, including section 36 thereof, and the inherent and equitable jurisdiction of this Honourable Court;
10. Rules 1.04, 1.05, 2.03, 3.02, 16 and 37 of the Ontario *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, as amended and section 106 of the Ontario *Courts of Justice Act*, R.S.O. 1990, c. C.43 as amended; and
11. Such further and other grounds as counsel may advise and this Court may permit.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of this motion:

1. The Affidavit of Mark J. Wong, to be sworn, and the exhibits attached thereto;
2. The Report of the Monitor, to be filed; and
3. Such further and other evidence as counsel may advise and this Court may permit.

July 15, 2015

OSLER, HOSKIN & HARCOURT LLP
Box 50, 1 First Canadian Place
Toronto, Canada M5X 1B8

Tracy Sandler (LSUC #: 32443N)
Jeremy Dacks (LSUC #: 41851R)
Shawn Irving (LSUC #: 50035U)
Robert Carson (LSUC #: 57364H)

Tel: (416) 362-2111
Fax: (416) 862-6666

Lawyers for the Applicants

TO: SERVICE LIST

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED
AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF TARGET CANADA CO., *et al.*

Applicants

Court File No. CV-15-10832-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

PROCEEDING COMMENCED AT
TORONTO

NOTICE OF MOTION

OSLER, HOSKIN & HARCOURT LLP
Box 50, 1 First Canadian Place
Toronto, Canada M5X 1B8

Tracy Sandler (LSUC #: 32443N)
Jeremy Dacks (LSUC #: 41851R)
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Tel: (416) 362-2111
Fax: (416) 862-6666

Lawyers for the Applicants

Matter No: 1159785

TAB 2

Ontario
**SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

IN THE MATTER OF THE *COMPANIES' CREDITORS
ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF **TARGET CANADA CO., TARGET
CANADA HEALTH CO., TARGET CANADA MOBILE GP
CO., TARGET CANADA PHARMACY (BC) CORP.,
TARGET CANADA PHARMACY (ONTARIO) CORP.,
TARGET CANADA PHARMACY CORP., TARGET
CANADA PHARMACY (SK) CORP., and TARGET
CANADA PROPERTY LLC**

APPLICANTS

AFFIDAVIT OF MARK J. WONG

**(Motion for Approval of Agreement regarding
Lease at Erin Mills Town Centre)**

I, Mark J. Wong, of the City of Mississauga, in the Province of Ontario, General Counsel and Secretary for the Applicant Target Canada Co. (“**TCC**”), MAKE OATH AND SAY:

1. I am General Counsel and Secretary for TCC. I am a director and/or officer of each of the other Applicants. As such, I have personal knowledge of the matters deposed to herein. Where I have relied on other sources for information, I have specifically referred to such sources and verily believe them to be true. In preparing this Affidavit, I consulted with members of the senior management team of TCC, legal, financial and other advisors of TCC and representatives of Alvarez & Marsal Canada Inc. (the “**Monitor**”).

2. I swear this Affidavit in support of the motion by the Applicants and the Partnerships listed on Schedule "A" (collectively, the "**Target Canada Entities**") seeking an Order, substantially in the form in the Motion Record, approving the Assignment and Assumption of Lease with Landlord Consent (the "**Assignment Agreement**") entered into as of July 15, 2015 between TCC, Wal-Mart Canada Corp. ("**Wal-Mart**") and OPB (EMTC) Inc. (the "**Landlord**") in respect the lease held by TCC at the Erin Mills Town Centre (the "**Lease**").

3. The Target Canada Entities believe that the Assignment Agreement and the assignment of the Lease to Wal-Mart are in the best interests of the Target Canada Entities and their stakeholders. Under the Assignment Agreement, the Landlord and its affiliates will release TCC and its affiliates from all claims in respect of the Lease. This will eliminate a variety of claims and potential claims in the Target Canada Entities' estates. In addition, pursuant to the New Tenant Agreement (defined below) that led to the Assignment Agreement, TCC was relieved of the obligation to pay the Landlord any rent or amounts otherwise payable under the Lease for the period from May 1 to July 19, 2015.

4. It is my understanding that the Monitor supports the process leading to the Assignment Agreement and the Target Canada Entities' motion for approval of the Assignment Agreement.

Description of the Subject Property

5. The Erin Mills Town Centre is located in Mississauga, Ontario. The TCC store has approximately 141,988 square feet located over two levels. The Lease expires on March 31, 2025, and is subject to options to extend until 2100.

Background regarding the Real Property Portfolio Sales Process

6. The Target Canada Entities were granted protection from their creditors under the CCAA pursuant to an Initial Order of the Ontario Superior Court of Justice (Commercial List) dated January 15, 2015. Further details regarding the background to this proceeding are set out in my Affidavits sworn January 14, January 29, February 9 and May 4, 2015.

7. On February 11, 2015, the Court approved the Real Property Portfolio Sales Process by which the Target Canada Entities, with the assistance of Lazard and the Monitor, sought to sell all or substantially all of TCC's leases and real property under the supervision of the Court and the Monitor. A comprehensive description of the Real Property Portfolio Sales Process is set out in my Affidavits sworn January 29 and February 9, 2015.

8. In general terms, the Target Canada Entities and Lazard, in consultation with the Monitor, designed the Real Property Portfolio Sales Process to be flexible in order to maximize the value of TCC's real estate portfolio for the benefit of the Target Canada Entities' stakeholders. The process was designed to occur in two phases. Phase 1 included providing initial diligence materials and soliciting indications of interest from prospective purchasers and culminated in the receipt of letters of intent. Phase 2 included the provision of additional diligence materials and culminated in the submission of binding proposals (referred to as "**Qualified Bids**") from prospective purchasers, negotiations with Qualified Bidders, and, for some of the subject properties, auctions in which all Qualified Bidders were allowed to participate. However, the process was designed to give TCC, with the assistance of Lazard and the supervision of the Monitor, the flexibility to negotiate and consummate a transaction at any point in the sales process, including either before the submission of LOIs, before the Qualified Bid Deadline, before the auction or at the auction, which was held on May 7, 2015.

Background to the Agreement

9. Although TCC did not consummate a transaction during the formal portion of the Real Property Portfolio Sales Process in respect of the Lease, following discussions and negotiations with the Landlord and consultation with the Monitor, TCC and the Landlord entered into an agreement as of May 29, 2015 (the “**May 29th Agreement**”), as amended as of June 12, 2015 (the “**June 12th Amending Agreement**”, together with the May 29th Agreement, the “**New Tenant Agreement**”), pursuant to which the parties agreed, among other things, that:

- (a) TCC would not pay the Landlord any rent or amounts otherwise payable for the period from May 1 to July 19, 2015 (the “**Rent Free Period**”);
- (b) TCC would not deliver a notice to disclaim the Lease during the Rent Free Period;
- (c) if the Landlord reached an agreement with a new tenant to assume the Lease, TCC would enter into an agreement to assign the Lease to the new tenant;
- (d) provided that an assignment is executed and delivered by all parties in accordance with the terms of the New Tenant Agreement, the Landlord and its affiliates will fully and finally release TCC and its affiliates from all claims in respect of the Lease; and
- (e) TCC would pay the Landlord the “Cure Costs” in the amount of \$76,339.22.

10. Copies of the May 29th Agreement and June 12th Amending Agreement are attached as Exhibits “A” and “B”.

11. The Target Canada Entities, in consultation with Lazard and the Monitor, believed that the New Tenant Agreement was the best option available in the circumstances. In particular, based on the lack of interest in the Lease received in the Real Property Portfolio Sales Process (no letters of intent were received at the Phase 1 Bid Deadline and no Qualified Bids were received at the Phase 2 Bid Deadline), it did not appear the Target Canada Entities would be able to obtain any higher or better offer from any hypothetical third party purchaser, and the release of claims represented significant value for the estate.

12. On June 17, 2015, the Landlord advised TCC that Wal-Mart is intended to be the New Tenant under the New Tenant Agreement.

13. Although TCC had the Landlord's agreement in the New Tenant Agreement regarding how they would deal with the Lease, out of an abundance of caution given the wording of the deadline for completing transactions under the Real Property Portfolio Sales Process, on June 30, 2015 the Target Canada Entities obtained an Order extending the Outside Date and the deadline for completing transactions under paragraph 50 of the Real Property Portfolio Sales Process until July 17, 2015.¹ A copy of the Order is attached as Exhibit "C".

The Agreement

14. On July 15, 2015, TCC, Wal-Mart and the Landlord entered into the Assignment Agreement, a copy of which is attached as Exhibit "D". Capitalized terms not otherwise defined

¹ Paragraph 50 of the Real Property Portfolio Sales Process states: "If a transaction with respect to a particular Lease(s) has not been completed on or before June 30, 2015 or such later date as may be ordered by the Court, any such Lease(s) that is the subject of such transaction shall be released from the stay of proceedings and shall be disclaimed in accordance with the CCAA and the Initial Order on the later of (i) June 30, 2015, and (ii) such later date as may be ordered by the Court, as applicable."

in this section have the meanings given to them in the Assignment Agreement. The Assignment Agreement provides for, among other things, the following:

- (a) The Landlord and its affiliates fully and finally release the Target Canada Entities and their affiliates from all claims in respect of the Lease and other claims as provided for in the Assignment Agreement. The Landlord agreed that it will not have any claims in these CCAA proceedings.
- (b) On the Effective Date, Wal-Mart will acquire all of TCC's right, title and interest in and to the Lease on the terms and conditions set out in the Assignment Agreement.
- (c) The Assignment Agreement is subject to the Court issuing the proposed Approval and Vesting Order and the Monitor issuing the Monitor's Certificate.
- (d) The Effective Date of the Assignment Agreement will be the date on which the following conditions have been satisfied: (i) TCC has sent a wire transfer for the amount of the Cure Costs to the Monitor; (ii) the Court has issued the Approval and Vesting Order in accordance with the Assignment Agreement; and (iii) the Monitor has issued the Monitor's Certificate.
- (e) Wal-Mart covenants, from and after the Effective Date, to assume and perform all of TCC's obligations with respect to the Lease for the period commencing on or after the Effective Date.

15. The Target Canada Entities believe that approval of the Assignment Agreement is in the best interests of the Target Canada Entities and their stakeholders.

SWORN BEFORE ME at the City of
Toronto, on the th day of July, 2015.

Commissioner for taking Affidavits

Mark J. Wong

SCHEDULE A

Partnerships

1. Target Canada Pharmacy Franchising LP
2. Target Canada Mobile LP
3. Target Canada Property LP

THIS IS EXHIBIT "A" TO THE
AFFIDAVIT OF MARK J. WONG
SWORN JULY , 2015

Commissioner for Taking Affidavits

EXECUTION COPY

AGREEMENT (the "**Agreement**") is made as of May 29, 2015

BETWEEN:

OPB (EMTC) INC. (the "**Landlord**")

– and –

TARGET CANADA CO. ("**Target Canada**")

RECITALS:

- A. The Landlord, as lessor and Target Canada, as lessee are parties to: (i) the Lease Agreement dated March 22, 2000 between Target Canada and the Landlord in respect of the premises (the "**Premises**") occupied by Target Canada at Erin Mills Town Centre, Mississauga, Ontario (the "**Mall**"), as assigned, amended, renewed, extended, restated, supplemented and/or modified from time to time (collectively, the "**Lease**").
- B. Pursuant to an order dated January 15, 2015, as amended and restated on February 11, 2015 (and as may be further amended or restated, supplemented and/or modified from time to time) (the "**Initial Order**") of the Ontario Superior Court of Justice (Commercial List) (the "**Court**"), Target Canada and certain of its subsidiaries and affiliates (collectively with Target Canada, the "**Target Canada Entities**") applied for and were granted creditor protection on January 15, 2015 under the *Companies' Creditors Arrangement Act* ("**CCAA**").
- C. Target Canada is in the process of winding down its business under the CCAA in accordance with the Initial Order and any other orders of the Court (the "**CCAA Proceedings**").
- D. The Court issued an Approval Order on February 4, 2015 (the "**Agency Order**") with respect to the Agency Agreement between Target Canada, Target Canada Pharmacy Corp and Target Canada Pharmacy (Ontario) Corp. and a contractual joint venture composed of Merchant Retail Solutions ULC, Gordon Brothers Canada ULC and GA Retail Canada, ULC (collectively, the "**Agent**").
- E. Target Canada and the Landlord wish to acknowledge that certain fixtures and equipment described in Schedule "A" hereto (the "**Remaining FF&E**") are to remain at the Premises following July 15, 2015, or such earlier date as the Lease is assigned or disclaimed or surrendered (the "**Vacancy Date**").
- F. The Landlord is currently seeking a new tenant for the Premises (a "**New Tenant**").
- G. Target Canada and the Landlord wish to amend the Lease to set out the terms and conditions upon which the Lease will be assigned to the New Tenant or disclaimed or surrendered, as hereinafter set out.
- H. All capitalized terms used herein shall have the same meaning ascribed to them in the Lease, unless otherwise provided for herein.

NOW THEREFORE IN CONSIDERATION OF the mutual covenants contained herein, the receipt and sufficiency of which such consideration is hereby acknowledged by each of the Parties, the Parties agree as follows:

1. Notwithstanding anything to the contrary, whether in the Initial Order or in the Lease or otherwise, and notwithstanding any disclaimer of the Lease, Target Canada shall not be obligated to pay any Rent (as defined in the Initial Order or in the Lease) or any other amounts otherwise payable to the Landlord for the period commencing May 1, 2015 and expiring July 16, 2015 (the “**Rent Free Period**”) and, for greater certainty, Target shall not be obligated to carry on any business at the Premises during the Rent Free Period.
2. Target Canada shall not deliver to the Landlord prior to June 15, 2015 a notice to disclaim or resiliate the Lease in accordance with section 32(1) of the CCAA unless the Landlord provides notice to Target Canada on or prior to June 14, 2015 (the “**Notice Deadline**”) that it has not found a New Tenant pursuant to Section 3. In the event that the Landlord provides the aforesaid notice to Target Canada on or prior to the Notice Deadline that it has not found a New Tenant pursuant to Section 3 or if no notice is provided by the Landlord to Target Canada on or prior to the Notice Deadline and an Assignment is not executed and delivered in accordance with Section 3, then Target Canada may, in its sole discretion, disclaim or resiliate the Lease in accordance with section 32(1) of the CCAA and subject to Section 1 of this Agreement.
3. On or prior to the Notice Deadline, the Landlord shall notify Target Canada (by way of email to scott.nelson@target.com, copy to agorka@osler.com) confirming whether or not it has reached an agreement with a New Tenant to assume the Lease. In the event that the Landlord confirms that it has reached such an agreement with a New Tenant on or prior to the Notice Deadline, Target Canada agrees to enter into an agreement to assign the Lease to the New Tenant in form and substance satisfactory to the Target Canada and the Landlord, both acting reasonably, provided that such agreement to assign shall contain the following terms and conditions (the “**Assignment**”):
 - (a) the Assignment shall be entered into, and the effective date of such Assignment will be, no later than July 15, 2015;
 - (b) the Assignment shall incorporate the Landlord’s Release in Section 7 herein;
 - (c) the New Tenant shall accept the Premises from Target Canada in an “as is, where is” condition; and
 - (d) subject to Section 4 of this Agreement, there shall be no adjustments of Rent or any other amounts between Target Canada and the New Tenant and the Landlord.

The Landlord shall be solely responsible for arranging for the New Tenant’s execution and delivery of the Assignment in accordance with the terms and conditions above. If the Landlord provides notice pursuant to this Section 3 that it has found a New Tenant but the Assignment is not executed by the Landlord and the New Tenant and delivered to Target Canada for execution on or prior to July 14, 2015, then Target Canada may, in its sole discretion, disclaim or resiliate the Lease in accordance with section 32(1) of the

CCAA and subject to Section 1 of this Agreement, and in such circumstances the Rent Free Period shall be automatically extended to and including August 14, 2015.

4. Target Canada or the Landlord, as applicable, shall forthwith, and in any event prior to the Vacancy Date, pay to the other party the amount set forth in the statement of adjustments attached hereto as Schedule "B" (the "**Adjustment Amount**") and there shall be no further amounts to be adjusted and settled between Target Canada and the Landlord, other than any claim of the Landlord arising from a disclaimer of the Lease, if any.
5. Target Canada and the Landlord hereby acknowledge that the Remaining FF&E are to remain at the Premises following the Vacancy Date in an "as is, where is" condition. The Landlord accepts the Remaining FF&E in their present state, condition and location. Target Canada hereby confirms that neither it nor any of the Target Entities has transferred any interest in or encumbered, or agreed to transfer any interest in or encumber, any of the Remaining FF&E and Target Canada hereby relinquishes all its interest and claims whatsoever in respect of the Remaining FF&E to the Landlord. Save and except as set out above in this Section 5, the Landlord hereby acknowledges that Target Canada has made no representations, warranties, statements or promises with respect to the Remaining FF&E, including, for greater certainty, but without limitation, as to title, description, fitness for purpose, merchantability, quantity, condition or quality. Other than property which has been removed from the Premises by Target Canada or any of the Target Entities prior to the execution of this Agreement, Target Canada shall not be required to and shall not remove or permit or cause to be removed any furniture, fixtures and equipment or any Target-branded or proprietary items from the Premises. Any property not removed on or prior to the execution of this Agreement may be dealt with by the Landlord in its sole discretion without any liability whatsoever to Target Canada. In all other respects, Target Canada shall vacate the Premises on the Vacancy Date and shall leave the Premises in an "as is, where is" and broom-swept condition. Until the Vacancy Date, Target Canada and the Agent shall be entitled to the continued, exclusive and uninterrupted occupancy of the Premises in accordance with the terms of the Lease and this Agreement. Save and except as otherwise set out in this Agreement, neither Target Canada nor the Agent shall: (a) be responsible for making any repairs, replacements, renovations, alterations, improvements or upgrades in or to the Premises; or (b) have any obligation to restore or rebuild the Premises.
6. The Landlord represents and warrants that it is the registered and sole legal and beneficial owner of the Premises and the landlord under the terms of the Lease. In addition, each of the Parties confirms, represents and warrants that: (a) it is authorized to enter into and perform this Agreement; (b) this Agreement and performance thereof by it does not violate or conflict with any agreement made by it or by which it is bound; (c) there is no mortgage, deed of trust, assignment of rents or other security agreement affecting or relating to its interest in the Premises, including without limiting the foregoing the Remaining FF&E, with respect to which the consent of any mortgagee, beneficiary or assignee or third party is required in connection with this Agreement, or, where such consent is required, it has obtained such consent; (d) no third party is necessary to join in or consent to this Agreement to validly effect the terms hereof; and (e) it has not assigned or transferred any Released Claims (as defined below) to any other person or entity.

7. Provided that an Assignment is executed and delivered by all parties thereto in accordance with Section 3:
- (a) the Landlord, on its own behalf and on behalf of its subsidiaries, affiliated and related companies and each of their respective directors, officers, shareholders, general partners, limited partners, agents, trustees, successors and assigns (collectively, the “**Landlord Releasors**”) hereby fully, finally and unconditionally releases, acquits and forever discharges each of the Target Canada Entities and their respective subsidiaries, affiliated and related companies and each of their respective directors, officers, shareholders, general partners, and limited partners successors and assigns (save and except for the New Tenant and its successors and assigns), (collectively, the “**Target Releasees**”) of and from any and all actual or potential claims, demands, complaints, grievances, actions, applications, suits, causes of action, orders, charges, indictments, prosecutions, informations or other similar processes, assessments or reassessments, judgments, debts, liabilities, expenses, costs, dues, accounts, bonds, damages or losses, contingent or otherwise, whether liquidated or unliquidated, matured or unmatured, disputed or undisputed, contractual, legal or equitable, including loss of value, professional fees, including fees and disbursements of legal counsel, and all costs incurred in investigating or pursuing any of the foregoing or any proceeding relating to any of the foregoing (collectively, “**Claims**”), whether known or unknown, howsoever arising of every nature and kind whatsoever that the Landlord Releasors ever had, now has or hereafter can, shall or may have against any of the Target Releasees in respect of or in any way relating to the Premises, the Mall, or the Lease, including, for greater certainty, but without limitation, in respect of: (a) obligations to repair any damage to the Premises resulting from the removal of any FF&E (as such term is defined in the Agency Order) or to restore the Premises and all costs and expenses relating thereto, and (b) Rent and accelerated rent or penalties, fees or other charges or payments under the Lease including, for greater certainty, but without limitation, arising as a result of the insolvency of the Target Canada Entities or the making of the Initial Order or otherwise (collectively the “**Released Claims**”). The full and final release contained in this Section 7(a) shall hereinafter be referred to as the “**Release**”;
 - (b) without limiting the generality of the foregoing, the Landlord shall not have any claims in the CCAA Proceedings or in any subsequent bankruptcy proceeding under the *Bankruptcy and Insolvency Act* (Canada) in connection with the Released Claims; and
 - (c) the Landlord Releasors agree not to make any Claims or take any proceedings against any other person or entity which might claim over against any of the Target Releasees, or who might claim contribution or indemnity from any of the Target Releasees, in connection with the Released Claims. In the event that any of the Landlord Releasors hereafter makes any Claims or takes any other proceedings against any of the Target Releasees or against any person or entity who may claim over or claim contribution or indemnity against any of the Target Releasees with respect to any of the Released Claims, the Release may be raised as an estoppel and complete bar to any such Claim or proceeding.

8. Should Target Canada, directly or through its agents, continue to pursue the tax appeal in respect of the Premises, evidence of which is attached hereto as Schedule "C", the Landlord agrees to direct any refund in respect of the Premises resulting from such tax appeal to Target Canada within ten business days of receipt thereof, provided that such obligation shall expire by May 30, 2016.
9. Time is of the essence in the performance of the Parties' respective obligations.
10. This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario, and the federal laws of Canada applicable in Ontario.
11. No amendment, supplement, modification, waiver or termination of this Agreement and, unless otherwise specified, no consent or approval by any Party, shall be binding unless executed in writing by the Party to be bound.
12. No Party may assign this Agreement or any rights or obligations under this Agreement without the prior written consent of each of the other Parties. Subject to the foregoing, this Agreement enures to the benefit of and is binding upon the Parties and their successors and assigns.
13. Each of the Parties hereto hereby represents and warrants to and covenants and agrees in favour of the other that it has full power and authority to enter into this Agreement and to perform and grant the terms, conditions, releases, agreements, commitments, covenants and obligations contained herein. There are no covenants, promises, warranties, representations, conditions, understandings or other agreements, whether oral or written, pre-contractual or otherwise, express, implied or collateral, whether statutory or otherwise, between the Parties in connection with the subject matter of this Agreement except as specifically set forth in this Agreement and any document required to be delivered pursuant to this Agreement.
14. Each of the Parties hereto agrees to forthwith do, make, execute and deliver all such further documents, agreements, assurance, acts, matters and things and take such further action as may be required from time to time in order to more effectively carry out the true intent of this Agreement from time to time.
15. This Agreement may be executed by the Parties in counterparts and may be executed and delivered by means of facsimile or portable document format (PDF), and all such counterparts, facsimiles and portable document formats (PDF), together constitute one and the same agreement.

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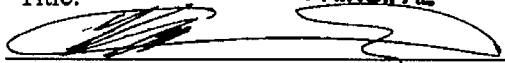
Target Canada acknowledges that 20 VIC Management Inc. ("20 VIC") has executed this Agreement solely in its capacity of agent and manager for the Landlord and 20 VIC shall have no personal liability under the provisions of this Agreement.

IN WITNESS OF WHICH the Parties have executed this Agreement.

**OPB (EMTC) INC.,
by its agent and manager 20 VIC
Management Inc.**

By: 

Name: **GEORGE BUCKLES**
Title: **PRINCIPAL**



Name: **MICHAEL G. COGLIANO**
Title: **Vice-President Legal & General Counsel**

TARGET CANADA CO.

By: _____

Name:
Title:

Target Canada acknowledges that 20 VIC Management Inc. ("20 VIC") has executed this Agreement solely in its capacity of agent and manager for the Landlord and 20 VIC shall have no personal liability under the provisions of this Agreement.

IN WITNESS OF WHICH the Parties have executed this Agreement.

**OPB (EMTC) INC.,
by its agent and manager 20 VIC
Management Inc.**

By: _____

Name:

Title:

Name:

Title:

TARGET CANADA CO.

By:  _____

Name: *Mark Wain*

Title: *General Counsel*

SCHEDULE "A"
REMAINING FF&E

- back room walk in coolers/freezers, mechanical switches, compressor racks and related equipment and refrigerant lines servicing the walk in coolers;
- generators;
- bailers;
- compactors; and
- exterior security cameras.

SCHEDULE "B"
ADJUSTMENT AMOUNT

STATEMENT OF ACCOUNT-TARGET
 ERIN MILLS TOWN CENTRE
 AS AT 4/30/2015

UNIT # 00Y004.		Due to Landlord (Due to Tenant)
Jan-Dec 2012 rent charge	115,633.07	
Jan-Dec 2012 rent payment ETA	<u>(116,408.93)</u>	-
	<u>(775.86) x12 months</u>	(9,310.32)
Jan-Mar 2013 rent charge	116,676.83	
Jan-Mar 2013 rent payment ETA	<u>(116,053.35)</u>	
	<u>623.48 x 3 months</u>	1,870.44
Oct-Dec 2013 rent charge	116,676.83	
Oct-Dec 2013 rent payment ETA	<u>(116,053.35)</u>	
	<u>623.48 x 3 months</u>	1,870.44
False Alarm backcharge FA#A97784 -01/08/2015	820.00	
False Alarm backcharge FA#A97784 -01/08/2015-payment per cheque #008813	<u>(203.40)</u>	616.60
April 2015 rent charge	110,795.31	
April 2015 rent payment ETA0415	<u>(110,631.89)</u>	163.42
2015 Tax estimate - to April 30, 2015		<u>81,128.64</u>
Due to Landlord		<u><u>76,339.22</u></u>

SCHEDULE "C"
TARGET TAX APPEAL

RECEIVED MAR 31 2014

Mississauga Taxes
300 City Centre Drive
MISSISSAUGA ON L5B 3C1
Tel: 3-1-1 or 905-615-4311*
FAX: 905-615-3532
www.mississauga.ca/tax



TAX APPEAL APPLICATION ACKNOWLEDGEMENT

*outside city limits

Issue Date: March 27, 2014

CUSHMAN & WAKEFIELD PROPERTY TAX SERVICE
1000-33 YONGE ST
TORONTO ON M5E 1S9

Roll Number: 05-04-0-098-10600-0000
Location: 5100 ERIN MILLS PKY
Owner's Name: OPB (EMTC) INC
Appeal No.: 8827 Tax Year: 2013

An application to adjust 2013 taxes under the Municipal Act, has been received and where applicable has been forwarded to the Municipal Property Assessment Corporation (MPAC) for its recommendation.

The reason(s) for the application:

357 1G Real property which by reason of repairs or renovations could not be used for its normal use for a period of at least three months during the year

A notice of hearing will be sent advising you of the date and time that Council will be considering your application.

Taxes are due as billed. Once Council approves a change your taxes will be adjusted accordingly.

For additional information, please contact Cecilia at 905-615-3200 ext. 5251.

Tax Rebates & Appeals Section

THIS IS EXHIBIT "B" TO THE
AFFIDAVIT OF MARK J. WONG
SWORN JULY , 2015

Commissioner for Taking Affidavits

AMENDING AGREEMENT (the “**Agreement**”) is made as of June 12, 2015

BETWEEN:

OPB (EMTC) INC. (the “**Landlord**”)

– and –

TARGET CANADA CO. (“**Target Canada**”)

RECITALS:

- A. The Landlord, as lessor and Target Canada, as lessee are parties to: (i) the Lease Agreement dated March 22, 2000 between Target Canada and the Landlord in respect of the premises (the “**Premises**”) occupied by Target Canada at Erin Mills Town Centre, Mississauga, Ontario (the “**Mall**”), as assigned, amended, renewed, extended, restated, supplemented and/or modified from time to time (collectively, the “**Lease**”).
- B. Target Canada and the Landlord are parties to an agreement dated as of May 29, 2015 pursuant to which the parties have agreed to amend the Lease to set out the terms and conditions upon which the Lease may be assigned to a new tenant for the Premises (the “**New Tenant Agreement**”) or disclaimed or surrendered, as set out in the New Tenant Agreement.
- C. Target Canada and the Landlord wish to amend the New Tenant Agreement as set out herein.
- D. All capitalized terms used herein shall have the same meaning ascribed to them in the Lease and the New Tenant Agreement, unless otherwise provided for herein.

NOW THEREFORE IN CONSIDERATION OF the mutual covenants contained herein, the receipt and sufficiency of which such consideration is hereby acknowledged by each of the Parties, the Parties agree as follows:

- 1. Section 1 of the New Tenant Agreement is hereby deleted in its entirety and replaced with the following:

“Notwithstanding anything to the contrary, whether in the Initial Order or in the Lease or otherwise, and notwithstanding any disclaimer of the Lease, Target Canada shall not be obligated to pay any Rent (as defined in the Initial Order or in the Lease) or any other amounts otherwise payable to the Landlord for the period commencing May 1, 2015 and expiring July 19, 2015 (the “**Rent Free Period**”) and, for greater certainty, Target shall not be obligated to carry on any business at the Premises during the Rent Free Period.”
- 2. The first sentence of Section 2 of the New Tenant Agreement is hereby deleted in its entirety and replaced with the following:

“Target Canada shall not deliver to the Landlord prior to June 18, 2015 a notice to disclaim or resiliate the Lease in accordance with section 32(1) of the CCAA unless the

Landlord provides notice to Target Canada on or prior to June 17, 2015 (the “**Notice Deadline**”) that it has not found a New Tenant pursuant to Section 3. ”

3. Subparagraph (a) of Section 3 of the New Tenant Agreement is hereby deleted in its entirety and replaced with the following:
 - “(a) the Assignment shall be entered into, and the effective date of such Assignment will be, no later than July 18, 2015; ”
4. The second paragraph of Section 3 of the New Tenant Agreement is hereby deleted in its entirety and replaced with the following:

“ The Landlord shall be solely responsible for arranging for the New Tenant’s execution and delivery of the Assignment in accordance with the terms and conditions above. If the Landlord provides notice pursuant to this Section 3 that it has found a New Tenant but the Assignment is not executed by the Landlord and the New Tenant and delivered to Target Canada for execution on or prior to July 17, 2015, then Target Canada may, in its sole discretion, disclaim or resiliate the Lease in accordance with section 32(1) of the CCAA and subject to Section 1 of this Agreement, and in such circumstances the Rent Free Period shall be automatically extended to and including August 17, 2015. ”
5. Time is of the essence in the performance of the Parties’ respective obligations.
6. The parties hereby ratify, confirm and agree to continue to be bound by all of the terms and obligations of the New Tenant Agreement as amended by this Agreement.
7. This Agreement may be executed by the Parties in counterparts and may be executed and delivered by means of facsimile or portable document format (PDF), and all such counterparts, facsimiles and portable document formats (PDF), together constitute one and the same agreement.

[Remainder of Page Intentionally Left Blank]

Target Canada acknowledges that 20 VIC Management Inc. ("20 VIC") has executed this Agreement solely in its capacity of agent and manager for the Landlord and 20 VIC shall have no personal liability under the provisions of this Agreement.

IN WITNESS OF WHICH the Parties have executed this Agreement.

**OPB (EMTC) INC.,
by its agent and manager 20 VIC
Management Inc.**

By: 

Name: **GEORGE BUCKLES**
Title: **PRINCIPAL**


Name: **MICHAEL G. COGLIANO**
Title: **Vice-President Legal & General Counsel**

TARGET CANADA CO.

By: _____

Name:
Title:

Target Canada acknowledges that 20 VIC Management Inc. ("20 VIC") has executed this Agreement solely in its capacity of agent and manager for the Landlord and 20 VIC shall have no personal liability under the provisions of this Agreement.

IN WITNESS OF WHICH the Parties have executed this Agreement.

**OPB (EMTC) INC.,
by its agent and manager 20 VIC
Management Inc.**

By: _____

Name:

Title:

Name:

Title:

TARGET CANADA CO.

By:  _____

Name:

Title:

THIS IS EXHIBIT "C" TO THE
AFFIDAVIT OF MARK J. WONG
SWORN JULY , 2015

Commissioner for Taking Affidavits



**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE
JUSTICE NEWBOULD

)
)
)
)

MONDAY, THE 30TH
DAY OF JUNE, 2015

IN THE MATTER OF THE *COMPANIES' CREDITORS
ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF **TARGET CANADA CO., TARGET
CANADA HEALTH CO., TARGET CANADA MOBILE GP
CO., TARGET CANADA PHARMACY (BC) CORP.,
TARGET CANADA PHARMACY (ONTARIO) CORP.,
TARGET CANADA PHARMACY CORP., TARGET
CANADA PHARMACY (SK) CORP., and TARGET CANADA
PROPERTY LLC** (collectively the "**Applicants**")

ORDER

**(Extending the Outside Date of the Real Property
Portfolio Sales Process in respect of Erin Mills Town Centre and Thames-
Lea-Plaza Leases)**

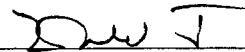
THIS MOTION, made by the Applicants pursuant to the *Companies' Creditors
Arrangement Act*, R.S.C. 1985, c. c-36, as amended (the "**CCAA**") for an order, *inter alia*,
extending the Outside Date as defined in the Real Property Portfolio Sales Process (approved in
the Order of Regional Senior Justice Morawetz dated February 11, 2015) was heard this day at
330 University Avenue, Toronto, Ontario.

ON HEARING the submissions of respective counsel for the Applicants and the
Partnerships listed on Schedule "A" hereto (collectively, the "**Target Canada Entities**"), Alvarez
& Marsal Canada Inc., in its capacity as Monitor (the "**Monitor**"), and such other counsel as were
present, and on being advised that OPB (EMTC) Inc. and its affiliates (collectively, "**OPB**") and
Brad-Lea Meadows Limited and its affiliates (collectively, "**Brad-Lea**") consent to this Order:

1. THIS COURT ORDERS that the Outside Date and the deadline for completing transactions set out in paragraph 50 of the Real Property Portfolio Sales Process is hereby extended until and including July 17, 2015 in respect of the following Leases (as defined in the Real Property Portfolio Sales Process) held by Target Canada Co.:

Property	City	Landlord
ID#3646: Erin Mills Town Centre	Mississauga, ON	OPB
ID#3533: Thames-Lea-Plaza	Chatham, Kent, ON	Brad-Lea

2. THIS COURT ORDERS that the Outside Date and the deadline for completing transactions set out in paragraph 50 of the Real Property Portfolio Sales Process may be further extended in respect of any of the Leases identified in paragraph 1 of this Order on the consent of OPB or Brad-Lea (as the case may be) and each of Target Canada Co. and the Monitor.



ENTERED AT / INSCRIT A TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO.:

JUN 30 2015



SCHEDULE "A"
PARTNERSHIPS

Target Canada Pharmacy Franchising LP
Target Canada Mobile LP
Target Canada Property LP

**IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED
AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF TARGET CANADA CO., et al.**

Applicants

Court File No. CV-15-10832-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

PROCEEDING COMMENCED AT
TORONTO

ORDER

(EXTENDING THE OUTSIDE DATE OF THE REAL PROPERTY
PORTFOLIO SALES PROCESS IN RESPECT OF
ERIN MILLS TOWN CENTRE AND THAMES-LEA-PLAZA LEASES)

OSLER, HOSKIN & HARCOURT LLP

Box 50, 1 First Canadian Place
Toronto, Canada M5X 1B8

Tracy Sandler (LSUC #: 32443N)

Jeremy Dacks (LSUC #: 41851R)

Shawn Irving (LSUC #: 50035U)

Robert Carson (LSUC #: 57364H)

Tel: (416) 362-2111

Fax: (416) 862-6666

Lawyers for the Applicants

Matter No: 1159785

THIS IS EXHIBIT "D" TO THE
AFFIDAVIT OF MARK J. WONG
SWORN JULY , 2015

Commissioner for Taking Affidavits

ASSIGNMENT AND ASSUMPTION OF LEASE WITH LANDLORD CONSENT

THIS AGREEMENT is made as of the 15th day of July, 2015

BETWEEN:

TARGET CANADA CO.
(“**Target Canada**”)

- and -

WAL-MART CANADA CORP.
(the “**Assignee**”)

- and -

OPB (EMTC) INC.
(the “**Landlord**”)

RECITALS:

- A. The Landlord, as lessor and Target Canada, as lessee are parties to a lease agreement dated March 22, 2000 between The Erin Mills Town Centre Corporation, as landlord, and Zellers Inc., as tenant, in respect of the premises (the “**Premises**”) at Erin Mills Town Centre, Mississauga, Ontario (the “**Shopping Centre**”), as assigned by Zellers Inc. to Target Canada pursuant to an assignment and assumption of lease agreement dated as of June 9, 2011 and as amended by an amendment to lease dated as of June 9, 2011, as further amended, renewed, extended, restated, supplemented and/or modified from time to time (collectively, the “**Lease**”);
- B. pursuant to an order dated January 15, 2015, as amended and restated on February 11, 2015 (and as may be further amended or restated, supplemented and/or modified from time to time) (the “**Initial Order**”) of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”), Target Canada and certain of its subsidiaries and affiliates (collectively with Target Canada, the “**Target Canada Entities**”) applied for and were granted creditor protection on January 15, 2015 under the *Companies’ Creditors Arrangement Act* (Canada) (the “**CCAA**”), and Alvarez & Marsal Canada Inc. (the “**Monitor**”) was appointed the monitor of Target Canada;
- C. the parties are entering into this Agreement to provide for the assignment and assumption of the Lease by Target Canada to the Assignee (the “**Assignment**”) with the consent of the Landlord; and
- D. unless otherwise expressly provided for herein, all capitalized terms when used in this Agreement have the same meaning given to such terms in the Lease.

THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1 ASSIGNMENT & ASSUMPTION

1.1 Assignment by Target Canada

Subject to Sections 1.2 and 1.5 below, Target Canada assigns and transfers to the Assignee, as of the Effective Date, all of Target Canada's obligations, right, title and interest, both at law and at equity, in and to the Lease, the Premises and Target Canada's interest in the fixtures and equipment described in Schedule "C" hereto (to the extent same is located at the Premises on the Effective Date), and all related rights, benefits and advantages, including the residue of the term of the Lease and any rights of renewal and/or extension and/or purchase, if any, contained in the Lease and any rights which are personal to any tenant under the Lease, including, without limitation, all the rights and benefits which are personal to Target Canada, in each case subject to the terms and conditions of the Lease (collectively, the "**Assigned Interest**").

1.2 Condition of Assigned Interest

Notwithstanding anything contained herein or elsewhere, each of the Assignee and the Landlord acknowledges and agrees in favour of Target Canada that: (a) the Assigned Interest exclude and Target Canada remains the exclusive owner of each of the following: (i) all intellectual property or proprietary rights, whether registered or not, and any intangible property, owned, used or held by Target Canada; (ii) all items, materials and signs bearing the logo, trade-mark, trade-name or business name or other mark or design of Target Canada or "**Target**" or "**Target Canada**"; (iii) all insurance policies of Target Canada; and (iv) all rights and interests in trade-marks, trade-names, logos, commercial symbols and business names identifying "**Target**" or "**Target Canada**" or containing "**Target**" or any other proprietary wording or intellectual property rights of Target Canada or any of its affiliates (including, websites); (b) the Assignee is assuming the Assigned Interest on an "as is, where is" basis, without any written or oral statements, representations, warranties, promises or guaranties of any nature or kind whatsoever, either legal or conventional, express or implied (by operation of law or otherwise), as to the condition and/or the status of the Assigned Interest, free from any subtenants or licensees and expressly subject in all respects to the terms of the Approval and Vesting Order (as such term is defined herein); (c) the Assignee hereby unconditionally and irrevocably waives any and all actual or potential rights or claims the Assignee might have against Target Canada pursuant to any warranty, legal or conventional, express or implied, of any kind or type relating to the Assigned Interest; and (d) the Assignee has conducted its own independent review, inspection, diligence and investigation and formed its own independent opinions and conclusions in respect to the Assigned Interest. The Assignee acknowledges and agrees that it has been given a reasonable and adequate opportunity to conduct its own independent diligence, including but not limited to diligence of the Assigned Interest and the Premises, prior to entering into this Agreement.

1.3 Assumption by Assignee

The Assignee hereby accepts the assignment of the Assigned Interest provided for in this Agreement and, from and after the Effective Date, assumes all of Target Canada's obligations with respect to the Assigned Interest for the period commencing on or after the Effective Date. In furtherance to the foregoing, the Assignee covenants and agrees with each of Target Canada and the Landlord to perform each of the tenant's covenants and obligations pursuant to the Lease for the period from and after the Effective Date. Other than as provided for in this Agreement,

Target Canada has no and shall have no obligations or responsibility with respect to any matter relating to the Assigned Interest or the condition thereof. The Assignee hereby covenants and agrees to provide to the Landlord all such information as is reasonably necessary or reasonably requested by the Landlord or contemplated in the Lease in connection with the Landlord's consideration of the request for the Landlord's consent to the assignment and assumption of the Assigned Interest herein. There shall be no adjustments between Target Canada and the Assignee.

1.4 Indemnity from Assignee

The Assignee hereby covenants with Target Canada, as of and from the Effective Date, including any renewals, extensions of the term of the Lease, to indemnify and save Target Canada harmless, from any and all claims, costs, fees, charges, expenses (including professional and legal fees on a full indemnity basis) or other liabilities relating to or in connection with any non-observance or non-performance of any of the terms, agreements, covenants, obligations and conditions on the part of the tenant under the Lease to be paid, observed or performed from time to time, in respect of the period on or after the Effective Date.

1.5 Realty Tax Appeal

Should Target Canada, directly or through its agents, continue to pursue the tax appeal in respect of the Premises, evidence of which is attached hereto as Schedule "B", each of the Landlord and the Assignee agrees to forthwith direct and deliver any credit, refund and/or rebate in respect of the Premises resulting from such tax appeal which relates to the period preceding the Effective Date to Target Canada, or its successor or assign, within ten (10) business days of receipt thereof. In furtherance to the forgoing, if the Landlord and/or the Assignee receives any realty tax credits, refunds and/or rebates resulting from the aforementioned tax appeal which relates solely to the Premises and relates to the period preceding the Effective Date, the Landlord or the Assignee, as applicable, shall hold same in trust for Target Canada and forthwith remit to Target Canada, or its successor or assign, the entire amount of such credit, refund and/or rebate without any set-off, deduction or reduction. If the Landlord and/or Target Canada receives any realty tax credits, refunds and/or rebates resulting from the aforementioned tax appeal which relates solely to the Premises and relates to the period from and after the Effective Date, the Landlord or Target Canada, as applicable, shall hold same in trust for the Assignee and forthwith remit to the Assignee, or its successor or assign, the entire amount of such credit, refund and/or rebate which relates solely to the Premises without any set-off, deduction or reduction. The obligation of the Landlord, Target Canada and the Assignee under this Section shall expire on May 30, 2016.

1.6 Utilities

The Assignee shall not assume, and as of the Effective Date, Target Canada has terminated, any contracts or agreements entered into by or on behalf of Target Canada for the supply of any utilities including, without limitation, electricity, gas, water, fuel, telephone service, internet services, security and surveillance services or otherwise ("**Utilities**") at the Premises. For the avoidance of doubt, Target Canada shall remain solely responsible for all charges and fees for Utilities relating to the period prior to the Effective Date. From and after the Effective Date, any and all charges and other related fees payable for Utilities for any of the Premises pursuant to any invoice or statement issued on or after the Effective Date and relating solely to a time period commencing on or after the Effective Date, shall be the sole responsibility of the Assignee.

ARTICLE 2 LANDLORD'S CONSENT

2.1 Landlord's Consent

The Landlord hereby acknowledges and consents to the Assignment. The Landlord hereby acknowledges and confirms that the Assignee is entitled to take possession of the Premises on the Effective Date provided that the Assignee has delivered to the Landlord evidence of insurance for the Premises in the manner set out in the Lease.

In furtherance of Section 1.2 of this Agreement, the Assignee agrees in favour of the Landlord, effective as of the Effective Date that, except as otherwise provided in any agreement between the Landlord and the Assignee relating to the Premises: (a) the Assignee has reviewed the Lease and is familiar with the Lease in all respects; and (b) the Assignee has inspected the Premises as of the Effective Date, and as of the Effective Date the Landlord has no outstanding (or unsatisfied) obligation or liability to make any renovations, alterations or improvements in or to the Premises, provided that the foregoing does not limit any future or ongoing obligations of the Landlord regarding maintenance, repair and replacements in or to the Premises as may be set out in the Lease. The Landlord's consent to the Assignment does not constitute a waiver of the necessity for consent to any further assignment, subletting, mortgaging, transferring or encumbering of the Lease or parting with or sharing possession of all or any part of the Premises (each a "**Transfer**") that may be required in accordance with the terms of the Lease (as may be amended from time to time) nor is it to be construed or interpreted as a forfeiture or amendment of any of the rights of the parties contained in the Lease. If the Assignee proposes to effect a further Transfer, the terms of the Lease (as may be amended from time to time) with respect to a Transfer shall apply to any such further Transfer.

2.2 Payment of Cure Costs and Landlord's Acknowledgement

Notwithstanding any other prior agreement between Target Canada and the Landlord to the contrary, Target Canada shall pay \$76,339.22 (the "**Cure Costs**") in full and final satisfaction of all outstanding rent and other amounts owing by Target Canada under the Lease including all Rent (as such term is defined in the Initial Order) owing to the Landlord under the Lease and with respect to the Premises and the Shopping Centre up to the Effective Date in accordance with Section 3.1 of this Agreement. The Landlord confirms that, following the payment of the Cure Costs, there are no outstanding obligations as between Target Canada and the Landlord with respect to the Premises and/or the Lease, notwithstanding any other prior agreement between Target Canada and the Landlord to the contrary.

2.3 Landlord's Release

Effective as of the Effective Date, the Landlord, on its own behalf and on behalf of its subsidiaries, affiliated and related companies and each of their respective directors, officers, shareholders, general partners, limited partners, agents, trustees, successors and assigns (collectively, the "**Landlord Releasers**") hereby fully, finally and unconditionally releases, acquits and forever discharges each of the Target Canada Entities and their respective subsidiaries, affiliated and related companies and each of their respective directors, officers, shareholders, general partners, and limited partners, successors and assigns (save and except for the Assignee and its successors and assigns), (collectively, the "**Target Releasees**") of and from

any and all actual or potential claims, demands, complaints, grievances, actions, applications, suits, causes of action, orders, charges, indictments, prosecutions, informations or other similar processes, assessments or reassessments, judgments, debts, liabilities, expenses, costs, dues, accounts, bonds, damages or losses, contingent or otherwise, whether liquidated or unliquidated, matured or unmatured, disputed or undisputed, contractual, legal or equitable, including loss of value, professional fees, including fees and disbursements of legal counsel, and all costs incurred in investigating or pursuing any of the foregoing or any proceeding relating to any of the foregoing (collectively, “**Claims**”), whether known or unknown, howsoever arising of every nature and kind whatsoever that the Landlord Releasors ever had, now has or hereafter can, shall or may have against any of the Target Releasees in respect of or in any way relating to the Premises, the Shopping Centre and/or the Lease, including, for greater certainty, but without limitation, in respect of (collectively the “**Released Claims**”): (a) obligations to (i) repair any damage to the Premises resulting from the removal of any furnishings, removable trade fixtures, equipment and improvements to the Premises and/or Shopping Centre, or (ii) restore the Premises, or (iii) remove the fixtures and equipment described in Schedule “A” hereto, and all costs and expenses relating thereto, (b) Rent and accelerated rent or penalties, fees or other charges or payments under the Lease including, for greater certainty, but without limitation, arising as a result of the insolvency of the Target Canada Entities or the making of the Initial Order or otherwise, and (c) the Assigned Interest. Without limiting the generality of the foregoing, the Landlord shall not have any claims in the proceedings commenced by the Target Canada Entities before the Court under the CCAA or in any subsequent bankruptcy proceeding under the *Bankruptcy and Insolvency Act* (Canada) in connection with the Released Claims. The Landlord Releasors agree not to make any Claims or take any proceedings against any other person or entity which might claim over against any of the Target Releasees, or who might claim contribution or indemnity from any of the Target Releasees, in connection with the Released Claims. In the event that any of the Landlord Releasors hereafter makes any Claims or takes any other proceedings against any of the Target Releasees or against any person or entity who may claim over or claim contribution or indemnity against any of the Target Releasees with respect to any of the Released Claims, this release may be raised as an estoppel and complete bar to any such Claim or proceeding.

2.4 Confirmation of Lease

Each of the parties hereto acknowledges and agrees that, subject to the payment of the Cure Costs, the Lease, as assumed herein by the Assignee is hereby ratified, affirmed and confirmed and remains in full force and effect.

2.5 CCAA Proceedings

Each party to this Agreement submits to the exclusive jurisdiction of the Court in any action, application, reference or other proceeding arising out of or related to this Agreement or the Lease and agrees that all claims in respect of any such actions, application, reference or other proceeding shall be heard and determined in the CCAA Proceedings before the Court.

2.6 Landlord Capacity

Each of the parties hereto acknowledges that 20 Vic Management Inc. (“**20 Vic**”) has executed this Agreement solely in its capacity as agent and manager for the Landlord and 20 Vic confirms that it has authority to bind the Landlord and subject to the foregoing confirmation, 20 Vic shall have no personal liability under the provisions of this Agreement.

ARTICLE 3 CONDITIONS

3.1 Effective Date

For the purposes of this Agreement “**Effective Date**” means the first date upon which all of the following conditions have been satisfied in the manner set out below and the Monitor has issued the certificate required pursuant to the Approval and Vesting Order, in form contemplated thereby (the “**Monitor’s Certificate**”):

- (a) Target Canada shall have wired the amount of the entire Cure Costs to the Monitor in accordance with the wire instructions provided by the Monitor to Target Canada; and
- (b) an order is issued by the Court approving this Agreement, and conveying to the Assignee all of Target Canada’s right, title and interest in and to the Lease and the Premises free and clear of all liens, charges, security interests and encumbrances solely encumbering Target Canada’s leasehold interest in and to the Premises (collectively, the “**Encumbrances**”) and, for greater certainty, does not include other encumbrances (i) that encumber the freehold or other ownership interest in the Shopping Centre or any other Landlord’s interest in the Shopping Centre; (ii) that the Lease is stated to be subject to or bound by pursuant to the terms of the Lease; or (iii) that are registered against title to the Shopping Centre as of the date hereof (the “**Approval and Vesting Order**”).

Upon satisfaction of the condition contained in Section 3.1(a), the Monitor or its solicitor shall confirm receipt of the Cure Costs amount. Upon satisfaction or waiver of the condition contained in Section 3.1(b), each of Target Canada and the Assignee shall confirm such satisfaction or waiver to the Landlord (by email to Walter Stevenson at wstevenson@mcleankerr.com) and the Monitor (by email to Ken Herlin/Tyler D’Angelo at kherlin@goodmans.ca/tdangelo@goodmans.ca). Thereafter, the Monitor or its solicitor shall concurrently release (by e-mail) the Monitor’s Certificate and a photocopy of the cheque payable to the Landlord in the entire amount of the Cure Costs (the “**Cure Costs Cheque**”) to the parties hereto. The Effective Date will take effect upon the release of the Monitor’s Certificate. The Monitor or its solicitor shall deliver the Cure Costs Cheque within one (1) business day of the release of the Monitor’s Certificate to the Landlord’s solicitor (by courier to Walter Stevenson, McLean & Kerr LLP 130 Adelaide Street West, Suite 2800, Toronto, Ontario, M5H 3P5). Notwithstanding anything contained herein or elsewhere, if the Effective Date has not occurred on or before **July 17, 2015**, or such other date as may be agreed upon in writing by the parties hereto, then this Agreement shall be null and void and of no further force or effect and the Assignee shall have no further right, title or interest in the Lease and/or the Premises or obligations or liabilities arising therefrom.

ARTICLE 4 GENERAL

4.1 Miscellaneous

- (a) No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision (whether or not similar), nor shall such waiver be binding unless executed in writing by the party to be bound by the waiver.
- (b) No failure on the part of Target Canada, the Assignee or the Landlord, to exercise, and no delay in exercising any right under this Agreement shall operate as a waiver of such right; nor shall any single or partial exercise of any such right preclude any other or further exercise of such right or the exercise of any other right.
- (c) If any provision of this Agreement shall be determined to be illegal, invalid or unenforceable, that provision shall be severed from this Agreement and the remaining provisions shall continue in full force and effect.
- (d) The division of this Agreement into Sections and the insertion of headings is for convenience of reference only and such divisions and insertions are not to be considered in, and shall not affect, the construction or interpretation of any provision of this Agreement.
- (e) Where in this Agreement reference is made to an article or section, the reference is to an article or section in this Agreement unless the context indicates the reference is to some other agreement. The terms "this Agreement", "hereof", "hereunder" and similar expressions refer to this Agreement and not to any particular Article, Section or other portion hereof and include any agreement supplemental hereto. The word "includes" or "including" shall mean "includes without limitation" or "including without limitation", respectively. The word "or" is not exclusive.
- (f) Unless the context requires otherwise, words importing the singular include the plural and vice versa and words importing gender include all genders.
- (g) Time shall be of the essence of this Agreement

4.2 Enurement

This Agreement shall become effective when executed by the Landlord, Target Canada and the Assignee and after that time shall be binding upon and enure to the benefit of the parties and their respective heirs, executors, personal legal representatives, successors and permitted assigns. Neither this Agreement nor any of the rights or obligations under this Agreement shall be assignable or transferable by either party without the consent of the other party.

4.3 Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the assignment and assumption of the Assigned Interest and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties with respect to the subject matter of this Agreement. There are no representations, warranties, covenants, conditions or other agreements, legal or conventional, express or implied, collateral, statutory or otherwise, between the parties in connection with the subject matter of this Agreement, except as specifically set forth in this Agreement. The parties have not relied and are not relying on any other information, discussion or understanding in entering into and completing the transactions contemplated by this Agreement.

4.4 Further Assurances

Each of the parties covenants and agrees to do such things, to attend such meetings and to execute such further conveyances, transfers, documents and assurances as may be deemed necessary or advisable from time to time in order to effectively assign and assume Target Canada's rights, interests, and obligations under the Lease to the Assignee and carry out the terms and conditions of this Agreement in accordance with its true intent.

4.5 Governing Law

This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

4.6 Counterparts and Delivery

All parties agree that this Agreement may be executed in counterpart and transmitted by facsimile or e-mail (PDF) and that the reproduction of signatures in counterpart by way of facsimile or e-mail (PDF) will be treated as though such reproduction were executed originals.

IN WITNESS WHEREOF the parties hereto have executed and delivered this Agreement with effect as of the Effective Date.

TARGET CANADA CO.

By:



Name: Mark Wong
Title: General Counsel

WAL-MART CANADA CORP.

By: _____

Name:
Title:

By: _____

Name:
Title:

OPB (EMTC) INC. by its agent and manager
20 Vic Management Inc.

By: _____

Name:
Title:

By: _____

Name:
Title:

IN WITNESS WHEREOF the parties hereto have executed and delivered this Agreement with effect as of the Effective Date.

TARGET CANADA CO.

By: _____

Name:

Title:

By: _____

Name:

Title:



WAL-MART CANADA CORP.

By: *Trudy Fahie*

Name: *Trudy Fahie*

Title: *EVP*

By: _____

Name:

Title:

OPB (EMTC) INC. by its agent and manager
20 Vic Management Inc.

By: _____

Name:

Title:

By: _____

Name:

Title:

IN WITNESS WHEREOF the parties hereto have executed and delivered this Agreement with effect as of the Effective Date.

TARGET CANADA CO.

By: _____

Name:

Title:

By: _____

Name:

Title:

WAL-MART CANADA CORP.

By: _____

Name:

Title:

By: _____

Name:

Title:

OPB (EMTC) INC. by its agent and manager
20 Vic Management Inc.

By: _____

Name:

GEORGE BUCKLES

Title:

PRINCIPAL

By: _____

Name:

Title:

MICHAEL G. COGLIANO

Vice-President Legal & General Counsel

SCHEDULE "A"

REMAINING FF&E

- back room walk in coolers/freezers, mechanical switches, compressor racks and related equipment and refrigerant lines servicing the walk in coolers;
- generators;
- bailers;
- compactors; and
- exterior security cameras.

SCHEDULE "B"
REALTY TAX APPEAL

RECEIVED MAR 31 2014

Mississauga Taxes
300 City Centre Drive
MISSISSAUGA ON L5B 3C1
Tel: 3-1-1 or 905-615-4311*
FAX: 905-615-3532
www.mississauga.ca/tax



**TAX APPEAL APPLICATION
ACKNOWLEDGEMENT**

Issue Date: March 27, 2014

Roll Number: 05-04-0-098-10600-0000

Location: 5100 ERIN MILLS PKY

Owner's Name: OPB (EMTC) INC

Appeal No.: 8827 Tax Year: 2013

*outside city limits

CUSHMAN & WAKEFIELD PROPERTY TAX SERVICE
1000-33 YONGE ST
TORONTO ON M5E 1S9

An application to adjust 2013 taxes under the Municipal Act, has been received and where applicable has been forwarded to the Municipal Property Assessment Corporation (MPAC) for its recommendation.

The reason(s) for the application:

357 1G Real property which by reason of repairs or renovations could not be used for its normal use for a period of at least three months during the year

A notice of hearing will be sent advising you of the date and time that Council will be considering your application.

Taxes are due as billed. Once Council approves a change your taxes will be adjusted accordingly.

For additional information, please contact Ceclia at 905-615-3200 ext. 5251.

Tax Rebates & Appeals Section

SCHEDULE "C"
INCLUDED FF&E

All elevators and escalators.

Heating, venting and air conditioning systems.

Fire safety systems and equipment.

All concrete bollards.

All rooftop condensers.

All existing ceiling lighting.

All generators.

All walk-in coolers and freezers and refrigerant lines servicing same.

All garbage compactors and bailers.

All interior and exterior doors.

All washroom accessories/partitions/fixtures.

Flooring.

All compressor racks.

All mechanical switches.

All exterior security cameras.

TAB 3

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE) FRIDAY, THE 17TH
JUSTICE ●) DAY OF JULY, 2015
)
)

IN THE MATTER OF THE *COMPANIES' CREDITORS
ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF TARGET CANADA CO., TARGET
CANADA HEALTH CO., TARGET CANADA MOBILE GP CO.,
TARGET CANADA PHARMACY (BC) CORP., TARGET
CANADA PHARMACY (ONTARIO) CORP., TARGET
CANADA PHARMACY CORP., TARGET CANADA
PHARMACY (SK) CORP., and TARGET CANADA PROPERTY
LLC (collectively the "**Applicants**")

APPROVAL AND VESTING ORDER – ERIN MILLS TOWN CENTRE LEASE

(Assignment and Assumption of Lease with Landlord Consent)

THIS MOTION, made by the Applicants, pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. c-36, as amended (the "**CCAA**") for an order, *inter alia*, approving the lease transfer (the "**Transaction**") contemplated by an Assignment and Assumption of Lease with Landlord Consent among Target Canada Co. ("**TCC**"), as Tenant, Wal-Mart Canada Corp. (the "**Assignee**"), and OPB (EMTC), Inc. (the "**Landlord**") dated July 15, 2015 (as amended, extended, supplemented, restated and/or amended and restated from time to time, the "**Assignment Agreement**") and certain related relief, and vesting in the Assignee TCC's right, title and interest in and to the Lease and the Premises, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Notice of Motion of the Applicants, the Affidavit of Mark Wong sworn on July ●, 2015 including the exhibits thereto (the "**Wong Affidavit**"), and the ● Report of Alvarez & Marsal Canada Inc., in its capacity as Monitor (the "**Monitor**"), filed, and on hearing the submissions of respective counsel for the Applicants and the Partnerships listed on Schedule "A" hereto, the Monitor, Target Corporation, the Assignee, the Landlord, and such other counsel

Draft

as were present, no one else appearing although duly served as appears from the Affidavit of Service of Robert Carson sworn July ●, 2015, filed:

SERVICE AND DEFINITIONS

1. THIS COURT ORDERS that the time for service of the Notice of Motion and the Motion Record herein is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.

2. THIS COURT ORDERS that any capitalized term used and not defined herein shall have the meaning ascribed thereto in the Amended and Restated Initial Order in these proceedings dated January 15, 2015 (the “**Initial Order**”), or in the Assignment Agreement, as applicable.

APPROVAL OF THE ASSIGNMENT AGREEMENT

3. THIS COURT ORDERS AND DECLARES that the Transaction is hereby approved and ratified and that the execution of the Assignment Agreement by TCC is hereby approved and ratified with such minor amendments as TCC (with the consent of the Monitor), the Assignee, and the Landlord may agree to in writing. TCC is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction, including the assignment by TCC of its right, title and interest in and to the Lease and the Premises to the Assignee in accordance with the terms of the Assignment Agreement and this Order, and the Monitor shall be authorized to take such additional steps in furtherance of its responsibilities under the Assignment Agreement. The legal descriptions and applicable land registry offices with respect to the Premises are as set out on Schedule “C” hereto.

4. THIS COURT ORDERS that TCC shall pay all Cure Costs in respect of the Lease in accordance with the terms of the Assignment Agreement.

5. THIS COURT ORDERS AND DECLARES that upon the delivery of a Monitor’s certificate to each of the Assignee, the Landlord and TCC substantially in the form attached as Schedule “B” hereto (the “**Monitor’s Certificate**”), all of TCC’s right, title and interest in and to the Lease and the Premises and the right, title and interest, if any, of any predecessor in interest of TCC in and to the Lease and the Premises, to the extent same was assigned or otherwise transferred to TCC, shall vest absolutely in the Assignee, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed

Draft

trusts (whether contractual, statutory, or otherwise), liens, executions, leases, notices of lease, subleases, licenses, levies, restrictions, rights of retention, judgments, notices of sale, contractual rights, options, liabilities (direct, indirect, absolute or contingent), obligations, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise in respect of the Lease and the Premises (collectively, the “**Claims**”), including, without limiting the generality of the foregoing:

- A) the Administration Charge, the KERP Charge, the Directors’ Charge, the Financial Advisor Subordinated Charge, the DIP Lender’s Charge, the Agent’s Charge and Security Interest (collectively, the “**CCAA Charges**”);
- B) all charges, security interests or claims evidenced by registrations pursuant to the Ontario *Personal Property Security Act* or any other personal property registry system; and
- C) those Claims listed under the heading “Encumbrances to be Expunged/Deleted” on Schedule “C” hereto;

(all of which are collectively referred to as the “**Encumbrances**”) other than the Permitted Encumbrances listed on Schedule “D” hereto and, for greater certainty, this Court orders that all of the Claims and Encumbrances affecting or relating to the Lease and the Premises other than the Permitted Encumbrances are hereby expunged and discharged as against the Lease and the Premises other than any registrations made at the applicable land registry of the Lease and any memorials of lease, summaries of lease, notices of lease, assignments of lease and any amendments or other registrations pertaining to the Lease, provided however that: (i) except as may otherwise be agreed to by the Landlord and the Assignee, nothing herein shall affect the rights and remedies of the Landlord against the Assignee that may exist or arise under or in respect of the Lease, and (ii) except as may otherwise be agreed to or that has been agreed to by the Landlord and any predecessor in interest of TCC, nothing herein shall affect the rights and remedies of the Landlord against any predecessor in interest of TCC that may exist or arise under or in respect of the Lease, and in each case all such rights are expressly reserved and continued.

6. THIS COURT ORDERS that: (a) nothing in this Order shall amend or vary, or be deemed to amend or vary, the terms of the Lease; and (b) the Lease shall not be transferred, conveyed, assigned or vested in the Assignee by operation of this Order.

7. THIS COURT ORDERS that upon the registration in the applicable land registry office of an Application for Vesting Order in the prescribed form or a certified copy of this Order in the manner prescribed by the applicable land registry office, as the case may be, the applicable land registrar is hereby directed to enter the Assignee as the tenant under any memorials of lease, summaries of lease, notices of lease, caveats with respect to lease, assignments of lease and any other amendments thereto which pertain to the Lease, or any other registrations which pertain to the Lease, and is hereby directed to specifically discharge, cancel, delete and expunge from title to the real or immovable property described in Schedule "C" all of the Encumbrances listed in Schedule "C" hereto.

8. THIS COURT ORDERS that for the purposes of determining the nature and priority of Claims, the net proceeds received on the Closing of the Transaction shall stand in the place and stead of the Lease and the Premises and that from and after the delivery of the Monitor's Certificate all Claims and Encumbrances shall attach to the net proceeds therefrom with the same priority as they had with respect to the Lease and the Premises immediately prior to the Closing of the Transaction, as if the Transaction had not been completed.

9. THIS COURT ORDERS AND DIRECTS the Monitor to file with the Court a copy of the Monitor's Certificate, forthwith after delivery thereof.

10. THIS COURT ORDERS that nothing herein or in the Assignment Agreement affects:

- A) the rights and obligations of TCC and the Agent under the Agency Agreement dated January 29, 2015, as amended; and
- B) the terms of the Approval Order – Agency Agreement granted February 4, 2015 including the Sales Guidelines attached as Schedule "B" thereto.

11. THIS COURT ORDERS that notwithstanding anything contained in the Assignment Agreement, or the Effective Date of the Transaction, the Landlord shall be bound by and benefit from the Initial Order until eight months from the date of this Order. Without limiting the

generality of the foregoing, during such period, the Landlord shall benefit from the stay of proceedings provision provided for at paragraph 18 of the Initial Order.

GENERAL PROVISIONS

12. THIS COURT ORDERS that, notwithstanding:

- A) the pendency of these proceedings;
- B) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of TCC and any bankruptcy order issued pursuant to any such applications; or
- C) any assignment in bankruptcy made in respect of TCC;

the vesting of the Lease and the Premises in the Assignee pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of TCC and shall not be void or voidable by creditors of TCC, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

13. THIS COURT ORDERS AND DECLARES that the Transaction is exempt from the application of the *Bulk Sales Act* (Ontario).

14. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative bodies, having jurisdiction in Canada or in the United States of America, to give effect to this Order and to assist TCC, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to TCC and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this

Order, to grant representative status to the Monitor in any foreign proceeding, or to assist TCC and the Monitor and their respective agents in carrying out the terms of this Order.

Draft

SCHEDULE "A"
PARTNERSHIPS

Target Canada Pharmacy Franchising LP

Target Canada Mobile LP

Target Canada Property LP

Draft

SCHEDULE "B"

Court File No. CV-15-10832-00CL

ONTARIO SUPERIOR COURT OF JUSTICE COMMERCIAL LIST

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF TARGET CANADA CO., TARGET CANADA HEALTH CO., TARGET CANADA MOBILE GP CO., TARGET CANADA PHARMACY (BC) CORP., TARGET CANADA PHARMACY (ONTARIO) CORP., TARGET CANADA PHARMACY CORP., TARGET CANADA PHARMACY (SK) CORP., and TARGET CANADA PROPERTY LLC (collectively, the "**Applicants**")

MONITOR'S CERTIFICATE

RECITALS

- A. All undefined terms in this Monitor's Certificate have the meanings ascribed to them in the Order of the Court dated [July 17], 2015 (the "**Approval Order**") approving the lease transfer (the "**Transaction**") contemplated by an Assignment and Assumption of Lease with Landlord Consent among Target Canada Co. ("**TCC**"), as Tenant, Wal-Mart Canada Corp. (the "**Assignee**"), and OPB (EMTC), Inc. (the "**Landlord**") dated July 15, 2015 (as amended, extended, supplemented, restated and/or amended and restated from time to time, the "**Assignment Agreement**") a copy of which is attached as Exhibit ● to the Affidavit of Mark Wong dated July ●, 2015.
- B. Pursuant to the Approval Order, the Court approved the Assignment Agreement and provided for the vesting in the Assignee of TCC's right, title and interest in and to the Lease and the Premises, which vesting is to be effective with respect to the Lease and the Premises upon the delivery by the Monitor to the Assignee, the Landlord and TCC of a certificate confirming (i) the conditions set out in section 3.1 of the Assignment Agreement have been satisfied or waived by the Assignee, Landlord and TCC, as applicable; and (ii) the Transaction has been completed to the satisfaction of the Monitor.

Draft

THE MONITOR CERTIFIES the following:

1. The conditions set out in section 3.1 of the Assignment Agreement have been satisfied or waived by the Assignee, the Landlord and TCC, as applicable; and
2. The Transaction has been completed to the satisfaction of the Monitor.

This Monitor's Certificate was delivered by the Monitor at _____ [TIME] on _____ [DATE].

ALVAREZ & MARSAL CANADA INC., in its capacity as Court-appointed Monitor of Target Canada Co., *et al.* and not in its personal or corporate capacity

Per: _____

Name:

Title:

Draft

SCHEDULE “C”

No.	Location/ Address	Province	Land Registry Office	Legal Description	Encumbrances to be Expunged/ Deleted
1.	Erin Mills Town Centre 5100 Erin Mills Parkway, Mississauga	ON	LRO #43	<p>PIN 13512-0035 (LT)</p> <p>BLK 1, PL 43M823 SAVE AND EXCEPT PTS 1, 2, PL 43R16736, PTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, PL 43R35938; BLK 20, PL 43M823; PT BLK 5, PL 43M823 (0.30 RESERVES) DES AS PT 6, PL 43R20654; PT OF EGLINTON AVENUE BEING PT LT 2, REGISTRAR’S COMPILED PL 1003, DES AS PTS 2, 4, 7, 8, 11, 13 PL 43R20654, SAVE AND EXCEPT PTS 19, 20, PL 43R35938 AS CLOSED BY BYLAW NO. LT1580524; PT BLK 18, PL 43M823 (0.30 RESERVE) DES AS PT 14, PL 43R20654; BLK 4, PL 43M823 (0.30 RESERVE); BLK 17, PL 43M823 (0.30 RESERVE), SAVE AND EXCEPT PTS 16, 17, 18, PL 43R35938; BLK 6, PL 43M823; SUBJECT TO AN EASEMENT AS IN VS162364; SUBJECT TO AN EASEMENT OVER PTS 9, 10, 11, 12, 13, 14, 15, 24, 26, 27, 28, 29, 30, 31, 32, 33, PL 43R15700 AND PTS 10, 11, 12, 13, 14, 15, 16, 17, PL 43R16222, SAVE AND EXCEPT PTS 1, 2, 3, 9, 10, 11, PL 43R35938 IN FAVOUR OF MISSISSAUGA HYDRO-ELECTRIC COMMISSION AND BELL CANADA AS IN LT955564; SUBJECT TO AN EASEMENT OVER PT 1, PL 43R16217, PT 1, PL 43R16218, PT 1, PL 43R16219 IN FAVOUR OF THE CORPORATION OF THE CITY OF MISSISSAUGA AS IN LT955566; SUBJECT TO AN EASEMENT OVER PTS 4, 5, 8, 9, PL 43R16222, SAVE AND EXCEPT PTS 1, 9, PL 43R35938 IN FAVOUR OF THE CORPORATION OF THE CITY OF MISSISSAUGA AS IN LT955568; SUBJECT TO AN EASEMENT OVER PTS 1, 2, 3, 4, 7, 8, 11, 13, 43R20654 AND PTS 5, 6, 7, 10, PL 43R20653 IN FAVOUR OF MISSISSAUGA HYDRO-ELECTRIC COMMISSION AS IN LT1741001; SUBJECT TO AN EASEMENT OVER PTS 1, 3, 4, PL 43R20654 IN FAVOUR OF THE REGIONAL MUNICIPALITY OF PEEL AS IN LT1741002; SUBJECT TO AN EASEMENT OVER PTS 2, 3, 7, LPL 43R16222 AND PTS 16, 17, 18, 21, 22, 34, 35, 38, PL 43R15700, SAVE AND EXCEPT PTS 1, 4, 5, 6, 7, 8, 9, 12, 13, 14, 15, PL 43R35938 IN FAVOUR OF THE REGIONAL MUNICIPALITY OF PEEL AS IN LT1007104; SUBJECT TO AN EASEMENT OVER PT 5, PL 43R16736 IN FAVOUR OF MISSISSAUGA HYDRO-ELECTRIC COMMISSION AS IN LT1130471; TOGETHER WITH AN EASEMENT AS IN RO551159; CITY OF MISSISSAUGA</p>	NIL

Draft

SCHEDULE "D" - PERMITTED ENCUMBRANCES

"Permitted Encumbrances" means, collectively: (a) any Encumbrances (as defined in the Assignment Agreement) encumbering the freehold or other ownership interest in the Shopping Centre (as defined in the Assignment Agreement) or any other Landlord's interest in the Shopping Centre, but excludes any Encumbrances solely encumbering the Tenant's leasehold interest in and to the Premises (as defined in the Assignment Agreement); (b) Encumbrances which the Lease is stated to be subject to or bound by pursuant to the terms of the Lease; and (c) Encumbrances registered against title to the Shopping Centre as of the date of the Assignment Agreement.

Draft

TAB 4



Court File No. □□□

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE _____) WEEKDAY FRIDAY, THE # 17TH
JUSTICE _____ ●) DAY OF MONTH JULY, 20YR 2015
)
)

IN THE MATTER OF THE COMPANIES' CREDITORS
ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED

BETWEEN:-

~~PLAINTIFF~~

Plaintiff

-and-

~~DEFENDANT~~

Defendant

AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF TARGET CANADA CO., TARGET
CANADA HEALTH CO., TARGET CANADA MOBILE GP
CO., TARGET CANADA PHARMACY (BC) CORP., TARGET
CANADA PHARMACY (ONTARIO) CORP., TARGET
CANADA PHARMACY CORP., TARGET CANADA
PHARMACY (SK) CORP., and TARGET CANADA PROPERTY
LLC (collectively the "Applicants")

APPROVAL AND VESTING ORDER – ERIN MILLS TOWN CENTRE LEASE

(Assignment and Assumption of Lease with Landlord Consent)

THIS MOTION, made by [RECEIVER'S NAME] in its capacity as the Court-appointed receiver (the "Receiver") of the undertaking, property and assets of [DEBTOR] (the "Debtor") for an order approving the sale transaction the Applicants, pursuant to the Companies' Creditors

Draft

DEBTOR-120192714

Arrangement Act, R.S.C. 1985, c. c-36, as amended (the "CCA") for an order, *inter alia*, approving the lease transfer (the "Transaction") contemplated by an agreement of purchase and sale (the "Sale Agreement") between the Receiver and [NAME OF PURCHASER] (the "Purchaser") dated [DATE] and appended to the Report of the Receiver dated [DATE] (the "Report"), and vesting in the Purchaser the Debtor "Transaction") contemplated by an Assignment and Assumption of Lease with Landlord Consent among Target Canada Co. ("TCC"), as Tenant, Wal-Mart Canada Corp. (the "Assignee"), and OPB (EMTC), Inc. (the "Landlord") dated July 15, 2015 (as amended, extended, supplemented, restated and/or amended and restated from time to time, the "Assignment Agreement") and certain related relief, and vesting in the Assignee TCC's right, title and interest in and to the assets described in the Sale Agreement (the "Purchased Assets") Lease and the Premises, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the ~~Report~~ Notice of Motion of the Applicants, the Affidavit of Mark Wong sworn on July ●, 2015 including the exhibits thereto (the "Wong Affidavit"), and the ● Report of Alvarez & Marsal Canada Inc., in its capacity as Monitor (the "Monitor"), filed, and on hearing the submissions of counsel for the Receiver, [NAMES OF OTHER PARTIES APPEARING], no one appearing for any other person on the service list, respective counsel for the Applicants and the Partnerships listed on Schedule "A" hereto, the Monitor, Target Corporation, the Assignee, the Landlord, and such other counsel as were present, no one else appearing although properly ~~properly~~ duly served as appears from the affidavit of [NAME] sworn [DATE] ~~Affidavit of Service of Robert Carson sworn July ●, 2015, filed~~⁴:

SERVICE AND DEFINITIONS

1. THIS COURT ORDERS that the time for service of the Notice of Motion and the Motion Record herein is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.

⁴ This model order assumes that the time for service does not need to be abridged. The motion seeking a vesting order should be served on all persons having an economic interest in the Purchased Assets, unless circumstances warrant a different approach. Counsel should consider attaching the affidavit of service to this Order.

Draft

DOCSFOR-120192714

2. THIS COURT ORDERS that any capitalized term used and not defined herein shall have the meaning ascribed thereto in the Amended and Restated Initial Order in these proceedings dated January 15, 2015 (the "Initial Order"), or in the Assignment Agreement, as applicable.

APPROVAL OF THE ASSIGNMENT AGREEMENT

~~1-3. THIS COURT ORDERS AND DECLARES that the Transaction is hereby approved,² and ratified and that the execution of the Sale Assignment Agreement by the Receiver³ TCC is hereby authorized and approved, and ratified with such minor amendments as the Receiver may deem necessary. The Receiver TCC (with the consent of the Monitor), the Assignee, and the Landlord may agree to in writing. TCC is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser, including the assignment by TCC of its right, title and interest in and to the Lease and the Premises to the Assignee in accordance with the terms of the Assignment Agreement and this Order, and the Monitor shall be authorized to take such additional steps in furtherance of its responsibilities under the Assignment Agreement. The legal descriptions and applicable land registry offices with respect to the Premises are as set out on Schedule "C" hereto.~~

4. THIS COURT ORDERS that TCC shall pay all Cure Costs in respect of the Lease in accordance with the terms of the Assignment Agreement.

~~2-5. THIS COURT ORDERS AND DECLARES that upon the delivery of a Receiver Monitor's certificate to the Purchaser each of the Assignee, the Landlord and TCC substantially in the form attached as Schedule A "B" hereto (the "Receiver "Monitor's Certificate""), all of the Debtor TCC's right, title and interest in and to the Purchased Assets described in the Sale~~

² In some cases, notably where this Order may be relied upon for proceedings in the United States, a finding that the Transaction is commercially reasonable and in the best interests of the Debtor and its stakeholders may be necessary. Evidence should be filed to support such a finding, which finding may then be included in the Court's endorsement.

³ In some cases, the Debtor will be the vendor under the Sale Agreement, or otherwise actively involved in the Transaction. In those cases, care should be taken to ensure that this Order authorizes either or both of the Debtor and the Receiver to execute and deliver documents, and take other steps.

Draft

DOCSTOR-120192744

~~Agreement [and listed on Schedule B hereto] Lease and the Premises and the right, title and interest, if any, of any predecessor in interest of TCC in and to the Lease and the Premises, to the extent same was assigned or otherwise transferred to TCC, shall vest absolutely in the PurchaserAssignee, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, leviesleases, notices of lease, subleases, licenses, levies, restrictions, rights of retention, judgments, notices of sale, contractual rights, options, liabilities (direct, indirect, absolute or contingent), obligations, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise in respect of the Lease and the Premises (collectively, the "Claims")⁵, including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice [NAME] dated [DATE]; (ii) *all charges, security interests or claims evidenced by registrations pursuant to the **Personal Property Security Act* *(Ontario) *or any other personal property registry system; and *(iii) those Claims listed on Schedule C hereto *(all of which are collectively referred to as the "Encumbrances", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule D)* and, for greater certainty, this Court orders that all of the "Encumbrances affecting or relating to the *Purchased Assets* are hereby expunged and discharged as against the *Purchased Assets.~~

A) the Administration Charge, the KERP Charge, the Directors' Charge, the Financial Advisor Subordinated Charge, the DIP Lender's Charge, the Agent's Charge and Security Interest (collectively, the "CCAA Charges");

⁴ To allow this Order to be free standing (and not require reference to the Court record and/or the Sale Agreement), it may be preferable that the Purchased Assets be specifically described in a Schedule.

⁵ The "Claims" being vested out may, in some cases, include ownership claims, where ownership is disputed and the dispute is brought to the attention of the Court. Such ownership claims would, in that case, still continue as against the net proceeds from the sale of the claimed asset. Similarly, other rights, titles or interests could also be vested out, if the Court is advised what rights are being affected, and the appropriate persons are served. It is the Subcommittee's view that a non-specific vesting out of "rights, titles and interests" is vague and therefore undesirable.

Draft

DOCSTOR-120192744

- B) *all charges, security interests or claims evidenced by registrations pursuant to the *Ontario *Personal Property Security Act **or any other personal property registry system; and *
- C) *those Claims listed under the heading “Encumbrances to be Expunged/Deleted” on Schedule “C” hereto;

*(all of which are collectively referred to as the ***“Encumbrances”**) other than the Permitted Encumbrances listed on Schedule “D” hereto* and, for greater certainty, this Court orders that all of the *Claims and *Encumbrances affecting or relating to the *Lease and the Premises other than the Permitted Encumbrances* are hereby expunged and discharged as against the *Lease and the Premises other than any registrations made at the applicable land registry of the Lease and any memorials of lease, summaries of lease, notices of lease, assignments of lease and any amendments or other registrations pertaining to the Lease, provided however that: (i) except as may otherwise be agreed to by the Landlord and the Assignee, nothing herein shall affect the rights and remedies of the Landlord against the Assignee that may exist or arise under or in respect of the Lease, and (ii) except as may otherwise be agreed to or that has been agreed to by the Landlord and any predecessor in interest of TCC, nothing herein shall affect the rights and remedies of the Landlord against any predecessor in interest of TCC that may exist or arise under or in respect of the Lease, and in each case all such rights are expressly reserved and continued.

6. THIS COURT ORDERS that: (a) nothing in this Order shall amend or vary, or be deemed to amend or vary, the terms of the Lease; and (b) the Lease shall not be transferred, conveyed, assigned or vested in the Assignee by operation of this Order.

3-7. THIS COURT ORDERS that upon the registration in the Land Registry Office for the [Registry Division of {LOCATION}] of a Transfer/Deed of Land in the form prescribed by the *Land Registration Reform Act* duly executed by the Receiver][Land Titles Division of {LOCATION}] applicable land registry office of an Application for Vesting Order in the form prescribed by the *Land Titles Act* and/or the *Land Registration Reform Act*]⁶, the Land Registrarprescribed form or a certified copy of this Order in the manner prescribed by the

⁶ Elect the language appropriate to the land registry system (Registry vs. Land Titles).

applicable land registry office, as the case may be, the applicable land registrar is hereby directed to enter the Purchaser as the owner of the subject real property identified in Schedule B hereto (the "Real Property") in fee simple Assignee as the tenant under any memorials of lease, summaries of lease, notices of lease, caveats with respect to lease, assignments of lease and any other amendments thereto which pertain to the Lease, or any other registrations which pertain to the Lease, and is hereby directed to specifically discharge, cancel, delete and expunge from title to the Real Property real or immovable property described in Schedule "C" all of the Claims Encumbrances listed in Schedule "C" hereto.

4-8. THIS COURT ORDERS that for the purposes of determining the nature and priority of Claims, the net proceeds⁷ from received on the sale Closing of the Purchased Assets Transaction shall stand in the place and stead of the Purchased Assets Lease and the Premises and that from and after the delivery of the Receiver Monitor's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets therefrom with the same priority as they had with respect to the Purchased Assets Lease and the Premises immediately prior to the sale⁸, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale Closing of the Transaction, as if the Transaction had not been completed.

5-9. THIS COURT ORDERS AND DIRECTS the Receiver Monitor to file with the Court a copy of the Receiver Monitor's Certificate, forthwith after delivery thereof.

~~THIS COURT ORDERS that, pursuant to clause 7(3)(e) of the Canada Personal Information Protection and Electronic Documents Act, the Receiver is authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Company's records pertaining to the Debtor's past and current employees, including personal information of those employees listed on Schedule "●" to the Sale Agreement. The Purchaser shall maintain~~

⁷ The Report should identify the disposition costs and any other costs which should be paid from the gross sale proceeds, to arrive at "net proceeds".

⁸ This provision crystallizes the date as of which the Claims will be determined. If a sale occurs early in the insolvency process, or potentially secured claimants may not have had the time or the ability to register or perfect proper claims prior to the sale, this provision may not be appropriate, and should be amended to remove this crystallization concept.

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and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Debtor.

10. THIS COURT ORDERS that nothing herein or in the Assignment Agreement affects:

- A) the rights and obligations of TCC and the Agent under the Agency Agreement dated January 29, 2015, as amended; and
- B) the terms of the Approval Order – Agency Agreement granted February 4, 2015 including the Sales Guidelines attached as Schedule “B” thereto.

11. THIS COURT ORDERS that notwithstanding anything contained in the Assignment Agreement, or the Effective Date of the Transaction, the Landlord shall be bound by and benefit from the Initial Order until eight months from the date of this Order. Without limiting the generality of the foregoing, during such period, the Landlord shall benefit from the stay of proceedings provision provided for at paragraph 18 of the Initial Order.

GENERAL PROVISIONS

7-12. THIS COURT ORDERS that, notwithstanding:

- A) (a) the pendency of these proceedings;
- B) (b) any applications for a bankruptcy order now or hereafter issued pursuant to the Bankruptcy and Insolvency Act (Canada) in respect of the Debtor: TCC and any bankruptcy order issued pursuant to any such applications; and ~~or~~
- C) (c) any assignment in bankruptcy made in respect of the Debtor: TCC;

the vesting of the ~~Purchased Assets~~ Lease and the Premises in the ~~Purchaser~~ Assignee pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor: TCC and shall not be void or voidable by creditors of the Debtor: TCC, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance,

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transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

8-13. THIS COURT ORDERS AND DECLARES that the Transaction is exempt from the application of the *Bulk Sales Act* (Ontario).

9-14. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative ~~body~~bodies, having jurisdiction in Canada or in the United States of America, to give effect to this Order and to assist TCC, the Receiver~~Monitor~~ and ~~its~~their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to TCC and to the Receiver~~Monitor~~, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist TCC and the Receiver~~Monitor~~ and ~~its~~their respective agents in carrying out the terms of this Order.

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Revised: January 21, 2014

Schedule A—Form of Receiver's Certificate

SCHEDULE "A"
PARTNERSHIPS

Target Canada Pharmacy Franchising LP

Target Canada Mobile LP

Target Canada Property LP

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SCHEDULE "B"

Court File No. _____ CV-15-10832-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

IN THE MATTER OF THE COMPANIES' CREDITORS
ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF TARGET CANADA CO., TARGET
CANADA HEALTH CO., TARGET CANADA MOBILE GP
CO., TARGET CANADA PHARMACY (BC) CORP., TARGET
CANADA PHARMACY (ONTARIO) CORP., TARGET
CANADA PHARMACY CORP., TARGET CANADA
PHARMACY (SK) CORP., and TARGET CANADA PROPERTY
LLC (collectively, the "Applicants")

~~BETWEEN:-~~

~~PLAINTIFF~~

Plaintiff

~~-and-~~

~~DEFENDANT~~

Defendant

RECEIVER/MONITOR'S CERTIFICATE

RECITALS

- A. Pursuant to an Order of the Honourable [NAME OF JUDGE] of the Ontario Superior Court of Justice (the "Court") dated [DATE OF ORDER], [NAME OF RECEIVER] was appointed as the receiver (the "Receiver") of the undertaking, property and assets of [DEBTOR] (the "Debtor"). All undefined terms in this Monitor's Certificate have the meanings ascribed to them in the Order of the Court dated [July 17], 2015 (the

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“Approval Order”) approving the lease transfer (the “Transaction”) contemplated by an Assignment and Assumption of Lease with Landlord Consent among Target Canada Co. (“TCC”), as Tenant, Wal-Mart Canada Corp. (the “Assignee”), and OPB (EMTC), Inc. (the “Landlord”) dated July 15, 2015 (as amended, extended, supplemented, restated and/or amended and restated from time to time, the “Assignment Agreement”) a copy of which is attached as Exhibit ● to the Affidavit of Mark Wong dated July ●, 2015.

- B. Pursuant to ~~an~~ the Approval Order of the Court dated [DATE], the Court approved the agreement of purchase and sale made as of [DATE OF AGREEMENT] (the "Sale Agreement") between the Receiver [Debtor] and [NAME OF PURCHASER] (the "Purchaser") Assignment Agreement and provided for the vesting in the Purchaser Assignee of the ~~Debtor~~ TCC's right, title and interest in and to the Purchased Assets Lease and the Premises, which vesting is to be effective with respect to the Purchased Assets Lease and the Premises upon the delivery by the Receiver Monitor to the Purchaser Assignee, the Landlord and TCC of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in section ~~●3.1~~ of the Sale Assignment Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) Assignee, Landlord and TCC, as applicable; and (ii) the Transaction has been completed to the satisfaction of the Receiver. C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement Monitor.

THE RECEIVER MONITOR CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
1. 2. The conditions to Closing as set out in section ~~●3.1~~ of the Sale Assignment Agreement have been satisfied or waived by the Receiver and the Purchaser; and Assignee, the Landlord and TCC, as applicable; and
2. 3. The Transaction has been completed to the satisfaction of the Receiver Monitor.

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4. This Monitor's Certificate was delivered by the ~~Receiver~~ Monitor at _____ [TIME] on _____ [DATE].

~~[NAME OF RECEIVER]~~ ALVAREZ & MARSAL CANADA INC., in its capacity as ~~Receiver of the undertaking, property and assets of [DEBTOR],~~ Court-appointed Monitor of Target Canada Co., et al. and not in its personal or corporate capacity

Per: _____

Name:

Title:

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Schedule B—Purchased Assets**SCHEDULE “C”**

<u>No.</u>	<u>Location/ Address</u>	<u>Province</u>	<u>Land Registry Office</u>	<u>Legal Description</u>	<u>Encumbrances to be Expunged Deleted</u>
<u>1.</u>	<u>Erin Mills Town Centre 5100 Erin Mills Parkway Mississauga</u>	<u>ON</u>	<u>LRO #43</u>	<u>PIN 13512-0035 (LT) BLK 1, PL 43M823 SAVE AND EXCEPT PTS 1, 2, PL 43R16736, PTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, PL 43R35938; BLK 20, PL 43M823; PT BLK 5, PL 43M823 (0.30 RESERVES) DES AS PT 6, PL 43R20654; PT OF EGLINTON AVENUE BEING PT LT 2, REGISTRAR'S COMPILED PL 1003, DES AS PTS 2, 4, 7, 8, 11, 13 PL 43R20654, SAVE AND EXCEPT PTS 19, 20, PL 43R35938 AS CLOSED BY BYLAW NO. LT1580524; PT BLK 18, PL 43M823 (0.30 RESERVE) DES AS PT 14, PL 43R20654; BLK 4, PL 43M823 (0.30 RESERVE); BLK 17, PL 43M823 (0.30 RESERVE), SAVE AND EXCEPT PTS 16, 17, 18, PL 43R35938; BLK 6, PL 43M823; SUBJECT TO AN EASEMENT AS IN VS162364; SUBJECT TO AN EASEMENT OVER PTS 9, 10, 11, 12, 13, 14, 15, 24, 26, 27, 28, 29, 30, 31, 32, 33, PL 43R15700 AND PTS 10, 11, 12, 13, 14, 15, 16, 17, PL 43R16222, SAVE AND EXCEPT PTS 1, 2, 3, 9, 10, 11, PL 43R35938 IN FAVOUR OF MISSISSAUGA HYDRO-ELECTRIC COMMISSION AND BELL CANADA AS IN LT955564; SUBJECT TO AN EASEMENT OVER PT 1, PL 43R16217, PT 1, PL 43R16218, PT 1, PL 43R16219 IN FAVOUR OF THE CORPORATION OF THE CITY OF MISSISSAUGA AS IN LT955566; SUBJECT TO AN EASEMENT OVER PTS 4, 5, 8, 9, PL 43R16222, SAVE AND EXCEPT PTS 1, 9, PL 43R35938 IN FAVOUR OF THE CORPORATION OF THE CITY OF MISSISSAUGA AS IN LT955568; SUBJECT TO AN EASEMENT OVER PTS 1, 2, 3, 4, 7, 8, 11, 13, 43R20654 AND PTS 5, 6, 7, 10, PL 43R20653 IN FAVOUR OF MISSISSAUGA HYDRO-ELECTRIC COMMISSION, AS IN LT1741001; SUBJECT TO AN EASEMENT OVER</u>	<u>NIL</u>

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<u>No.</u>	<u>Location/ Address</u>	<u>Province</u>	<u>Land Registry Office</u>	<u>Legal Description</u>	<u>Encumbrances to be Expunged Deleted</u>
				<u>PTS 1, 3, 4, PL 43R20654 IN FAVOUR OF THE REGIONAL MUNICIPALITY OF PEEL AS IN LT1741002; SUBJECT TO AN EASEMENT OVER PTS 2, 3, 7, LPL 43R16222 AND PTS 16, 17, 18, 21, 22, 34, 35, 38, PL 43R15700, SAVE AND EXCEPT PTS 1, 4, 5, 6, 7, 8, 9, 12, 13, 14, 15, PL 43R35938 IN FAVOUR OF THE REGIONAL MUNICIPALITY OF PEEL AS IN LT1007104; SUBJECT TO AN EASEMENT OVER PT 5, PL 43R16736 IN FAVOUR OF MISSISSAUGA HYDRO-ELECTRIC COMMISSION AS IN LT1130471; TOGETHER WITH AN EASEMENT AS IN RO551159; CITY OF MISSISSAUGA</u>	

Schedule C — Claims to be deleted and expunged from title to Real Property

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~~Schedule D—Permitted Encumbrances, Easements and Restrictive Covenants
related to the Real Property
(unaffected by the Vesting Order)~~

SCHEDULE “D” - PERMITTED ENCUMBRANCES

“Permitted Encumbrances” means, collectively: (a) any Encumbrances (as defined in the Assignment Agreement) encumbering the freehold or other ownership interest in the Shopping Centre (as defined in the Assignment Agreement) or any other Landlord’s interest in the Shopping Centre, but excludes any Encumbrances solely encumbering the Tenant’s leasehold interest in and to the Premises (as defined in the Assignment Agreement); (b) Encumbrances which the Lease is stated to be subject to or bound by pursuant to the terms of the Lease; and (c) Encumbrances registered against title to the Shopping Centre as of the date of the Assignment Agreement.

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**IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED
AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF TARGET CANADA CO., et al.**

Applicants

Court File No. CV-15-10832-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

PROCEEDING COMMENCED AT
TORONTO

MOTION RECORD

**(Motion for Approval of Agreement regarding
Lease at Erin Mills Town Centre)**

OSLER, HOSKIN & HARCOURT LLP

Box 50, 1 First Canadian Place
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Lawyers for the Applicants

Matter No: 1159785