

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 Lease Transfer Agreement
with Lowe's Companies Canada, ULC)**

May 8, 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

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

Service List
(as at May 8, 2015)

<u>PARTY</u>	<u>CONTACT</u>
<p>OSLER, HOSKIN & HARCOURT LLP Barristers & Solicitors Box 50, 1 First Canadian Place Toronto, ON M5X 1B8</p> <p>Canadian Counsel to the Applicants</p>	<p>Tracy Sandler Tel: 416.862.5890 Email: tsandler@osler.com</p> <p>Jeremy Dacks Tel: 416.862.4923 Email: jdacks@osler.com</p> <p>Shawn T. Irving Tel: 416.862.4733 Email: sirving@osler.com</p> <p>Robert Carson Tel: 416.862.4235 Fax: 416.862.6666 Email: rcarson@osler.com</p> <p>Andrea Lockhart Tel: 416.862.6829 Fax: 416.862.6666 Email: alockhart@osler.com</p>
<p>DAVIES WARD PHILLIPS & VINEBERG LLP Barristers & Solicitors 155 Wellington Street West Toronto, ON M5V 3J7</p> <p>Canadian Counsel to Target Corporation</p>	<p>Jay A. Swartz Tel: 416.863.5520 Email: jswartz@dwpv.com</p> <p>Robin Schwill Tel: 416.863.5502 Email: rschwill@dwpv.com</p> <p>Dina Milivojevic Tel: 416.367.7460 Fax: 416.863.0871 Email: dmilivojevic@dwpv.com</p>
<p>FAEGRE BAKER DANIELS LLP Barristers & Solicitors 2200 Wells Fargo Center 90 S. Seventh Street Minneapolis, MN U.S.A. 55402</p> <p>U.S. Counsel to Target Corporation</p>	<p>Dennis Ryan Tel: 612.766.6810 Fax: 612.766.1600 Email: Dennis.Ryan@FaegreBD.com</p>

<p>GOODMANS LLP Barristers & Solicitors Bay Adelaide Centre 333 Bay Street, Suite 3400 Toronto, ON M5H 2S7</p> <p>Counsel to Alvarez & Marsal Canada Inc. in its capacity as Monitor</p>	<p>Jay Carfagnini Tel: 416.597.4107 Fax: 416.979.1234 Email: jcarfagnini@goodmans.ca</p> <p>Alan Mark Tel: 416.597.4264 Fax: 416.979.1234 Email: amark@goodmans.ca</p> <p>Gale Rubenstein Tel: 416.597.4148 Fax: 416.979.1234 Email: grubenstein@goodmans.ca</p> <p>Melaney Wagner Tel: 416.597.4258 Fax: 416.979.1234 Email: mwagner@goodmans.ca</p> <p>Jesse Mighton Tel: 416.597.5148 Fax: 416.979.1234 Email: jmighton@goodmans.ca</p>
<p>ALVAREZ & MARSAL CANADA INC. Royal Bank Plaza, South Tower 200 Bay Street, Suite 2900 P.O. Box 22 Toronto, ON M5J 2J1</p> <p>Monitor</p>	<p>Doug McIntosh Tel: 416.847.5150 Fax: 416.572.2201 Email: dmcintosh@alvarezandmarsal.com</p> <p>Al Hutchens Tel: 416.847.5159 Fax: 416.847.5201 Email: ahutchens@alvarezandmarsal.com</p> <p>Bill Kosturos Tel: 1.415.490.2309 Fax: 1.415.837.1684 Email: bkosturos@alvarezandmarsal.com</p> <p>Matthew Henry Tel: 1.310.975.2684 Fax: 1.310.975.2601 Email: mhenry@alvarezandmarsal.com</p>

<p>KOSKIE MINSKY LLP Barristers & Solicitors 20 Queen Street West Suite 900, P.O. Box 52 Toronto ON M5H 3R3</p> <p>Employee Representative Counsel</p>	<p>Susan Philpott Tel: 416.595.2104 Fax: 416.977.3316 Email: sphilpott@kmlaw.ca</p> <p>Simon Archer Tel: 416.595.2267 Fax: 416.977.3316 Email: sarcher@kmlaw.ca</p> <p>Clio Godkewitsch Tel: 416.595.2120 Fax: 416.977.3316 Email: cgodkewitsch@kmlaw.ca</p> <p>James Harnum Tel: 416.542.6285 Fax: 416.977.3316 Email: jharnum@kmlaw.ca</p>
<p>CHAITONS LLP Barristers & Solicitors 5000 Yonge Street 10th Floor Toronto ON M2N 7E9</p> <p>Counsel to the Directors and Officers of the Applicants</p>	<p>Harvey Chaiton Tel: 416.218.1129 Fax: 416.222.8402 Email: harvey@chaitons.com</p>
<p>LAX O'SULLIVAN SCOTT LISUS LLP Barristers & Solicitors Suite 2750, 145 King Street West Toronto, ON M5H 1J8</p> <p>Counsel to Hon. John D. Ground in his capacity as Trustee of the Employee Trust</p>	<p>Terrence O'Sullivan Tel: 416.598.3556 Fax: 416.598.3730 Email: tosullivan@counsel-toronto.com</p> <p>Lauren Epstein lepstein@counsel-toronto.com</p>
<p>DAOUST VUKOVICH LLP Barristers & Solicitors 20 Queen Street West Suite 3000 Toronto, ON M5H 3R3</p> <p>Counsel to Fishman Holdings North America Inc.</p>	<p>Wolfgang Kaufmann Tel: 416.597.3952 Fax: 416.597.8897 Email: wolfgang@dv-law.com</p> <p>Gasper Galati Tel: 416.598.7050 Fax: 416.597.8897 Email: ggalati@dv-law.com</p> <p>Kenneth Pimentel Tel: 416.597.9306 Fax: 416.597.8897 Email: kpimentel@dv-law.com</p>

<p>DAOUST VUKOVICH LLP Barristers & Solicitors 20 Queen Street West Suite 3000 Toronto, ON M5H 3R3</p> <p>Counsel to Montez Corporation</p>	<p>Wolfgang Kaufmann Tel: 416.597.3952 Fax: 416.597.8897 Email: wolfgang@dv-law.com</p> <p>Gasper Galati Tel: 416.598.7050 Fax: 416.597.8897 Email: ggalati@dv-law.com</p> <p>Kenneth Pimentel Tel: 416.597.9306 Fax: 416.597.8897 Email: kpimentel@dv-law.com</p>
<p>DAOUST VUKOVICH LLP Barristers & Solicitors 20 Queen Street West Suite 3000 Toronto, ON M5H 3R3</p> <p>Counsel to Westcliffe Management Ltd.</p>	<p>Wolfgang Kaufmann Tel: 416.597.3952 Fax: 416.597.8897 Email: wolfgang@dv-law.com</p> <p>Gasper Galati Tel: 416.598.7050 Fax: 416.597.8897 Email: ggalati@dv-law.com</p> <p>Kenneth Pimentel Tel: 416.597.9306 Fax: 416.597.8897 Email: kpimentel@dv-law.com</p>
<p>DAOUST VUKOVICH LLP Barristers & Solicitors 20 Queen Street West Suite 3000 Toronto, ON M5H 3R3</p> <p>Counsel to Valiant Rental Inc.</p>	<p>Wolfgang Kaufmann Tel: 416.597.3952 Fax: 416.597.8897 Email: wolfgang@dv-law.com</p> <p>Gasper Galati Tel: 416.598.7050 Fax: 416.597.8897 Email: ggalati@dv-law.com</p>
<p>DAOUST VUKOVICH LLP Barristers & Solicitors 20 Queen Street West Suite 3000 Toronto, ON M5H 3R3</p> <p>Counsel to Bridlewood Mall Management Inc.</p>	<p>Wolfgang Kaufmann Tel: 416.597.3952 Fax: 416.597.8897 Email: wolfgang@dv-law.com</p> <p>Gasper Galati Tel: 416.598.7050 Fax: 416.597.8897 Email: ggalati@dv-law.com</p>

<p>PLAZA RETAIL REIT 145 King Street West Suite 1710 Toronto, ON M5H 1J8</p>	<p>Kevin Salsberg Tel: 416.361.1520 Fax: 416.815.7760 Email: kevin.salsberg@plaza.ca</p> <p>Jamie Petrie Tel: 416.361.5892 Fax: 416.815.7760 Email: Jamie.petrie@plaza.ca</p> <p>Michael Zakuta Tel: 416.361.5892 Fax: 416.815.7760 Email: michael.zakuta@plaza.ca</p>
<p>BENNETT JONES LLP Barristers & Solicitors One First Canadian Place Suite 3400 Toronto, ON M5X 1A4</p> <p>Counsel to RioCan Management Inc.</p>	<p>S. Richard Orzy Tel: 416.777.5737 Fax: 416.863.1716 Email: orzyr@bennettjones.com</p> <p>Sean H. Zweig Tel: 416.777. 6254 Fax: 416.863.1716 Email: zweigs@bennettjones.com</p> <p>Richard Swan Tel: 416.777.7479 Fax: 416.863.1716 Email: swanr@bennettjones.com</p>
<p>BENNETT JONES LLP Barristers & Solicitors One First Canadian Place Suite 3400 Toronto, ON M5X 1A4</p> <p>Counsel to Kingsett Capital Inc.</p>	<p>S. Richard Orzy Tel: 416.777.5737 Fax: 416.863.1716 Email: orzyr@bennettjones.com</p> <p>Sean H. Zweig Tel: 416.777. 6254 Fax: 416.863.1716 Email: zweigs@bennettjones.com</p> <p>Richard Swan Tel: 416.777.7479 Fax: 416.863.1716 Email: swanr@bennettjones.com</p>

<p>LAWSON LUNDELL LLP Barristers & Solicitors 1600 Cathedral Place 925 West Georgia Street Vancouver, BC V6C 3L2</p> <p>Counsel to APL Co. Pte Ltd.</p>	<p>Heather M.B. Ferris Tel: 1.604.631.9145 Fax: 1.604.694.2957 Email: hferris@lawsonlundell.com</p>
<p>LAWSON LUNDELL LLP Barristers & Solicitors 1600 Cathedral Place 925 West Georgia Street Vancouver, BC V6C 3L2</p> <p>Counsel to Shape Properties Ltd.</p>	<p>Heather M.B. Ferris Tel: 1.604.631.9145 Fax: 1.604.694.2957 Email: hferris@lawsonlundell.com</p>
<p>DENTONS CANADA LLP Barristers & Solicitors 77 King Street West, Suite 400 Toronto-Dominion Centre Toronto, ON M5K 0A1</p> <p>Counsel to Carlton Cards Limited and Papyrus-Recycled Greetings Canada Ltd.</p>	<p>Kenneth Kraft Tel: 416.863.4374 Fax: 416.863.4592 Email: kenneth.kraft@dentons.com</p> <p>John Salmas Tel: 416.863.4737 Fax: 416.863.4592 Email: john.salmas@dentons.com</p>
<p>DENTONS CANADA LLP Barristers & Solicitors 850 - 2nd Street SW 15th Floor, Bankers Court Calgary, AB T2P 0R8</p> <p>Counsel to Carlton Cards Limited and Papyrus-Recycled Greetings Canada Ltd.</p>	<p>Robert Kennedy Tel: 1.403.268.7161 Fax: 1.403.268.3100 Email: robert.kennedy@dentons.com</p>

<p>DENTONS CANADA LLP Barristers & Solicitors 99 Bank Street, Suite 1420 Ottawa, ON K1P 1H4</p> <p>Counsel to Mead Johnson Nutrition Canada Co.</p>	<p>David Elliott Tel: 1.613.783.9638 Email: david.elliott@dentons.com</p> <p>Fraser Mackinnon Blair Tel: 1.613.783.9647 Email: fraser.mackinnon.blair@dentons.com</p> <p>Philip Rimer Tel: 1.613.783.9634 Email: Philip.rimer@dentons.com</p>
<p>OWEN BIRD LAW CORPORATION Barristers & Solicitors Bentall 3, Suite 2900, 595 Burrard Street PO Box 49130 Vancouver, BC V7X 1J5</p> <p>Counsel to Glentel Inc.</p>	<p>Jonathan L. Williams Tel: 1.604.688.0401 Fax: 1.604.688.2827 Email: jwilliams@owenbird.com</p>
<p>BORDEN LADNER GERVAIS LLP Barristers & Solicitors 1200 Waterfront Centre, 200 Burrard Street P.O. Box 48600 Vancouver, BC V7X 1T2</p> <p>Counsel to Damco Canada Inc.</p>	<p>Kendall E. Andersen Tel: 1.604.640.4078 Fax: 1.604.622.5936 Email: kandersen@blg.com</p>
<p>DAMCO CANADA INC.</p>	<p>Dennis O'Brien Email: dennis.a.obrien@maersk.com</p> <p>Jan K. Andersen Email: jan.k.andersen@damco.com</p>
<p>DAMCO DISTRIBUTION CANADA INC.</p>	<p>Dennis O'Brien Email: dennis.a.obrien@maersk.com</p> <p>Colin Green Email: colin.green@damco.com</p> <p>Kellie Kopeck Email: kellie.kopeck@damco.com</p>
<p>LONDON DRUGS LIMITED 12831 Horseshoe Way Richmond, BC V7A 4X5</p>	<p>Christine MacLean General Counsel Tel: 1.604.272.7674 Email: cmaclean@londondrugs.com</p>

<p>THORNTON GROUT FINNIGAN LLP Barristers & Solicitors 100 Wellington Street West Suite 3200 Toronto, ON M5K 1K7</p> <p>Counsel to Oxford Properties Group Inc.</p>	<p>D.J. Miller Tel: 416.304.0559 Fax: 416.304.1313 Email: djmiller@tgf.ca</p>
<p>BRENNAN, RECUPERO, CASCIONE, SCUNGIO & MCALLISTER, LLP Barristers & Solicitors 362 Broadway Providence, RI U.S.A. 02909</p> <p>Counsel to Expeditors International of Washington, Inc. and its subsidiaries and affiliates, including Expeditors Canada, Inc.</p>	<p>Thomas S. Hemmendinger Tel: 1.401.453.2300 Ext. 106 Fax: 1.401.453.2345 Email: themmendinger@brscsm.com</p>
<p>DENTONS CANADA LLP Barristers & Solicitors 77 King Street West, Suite 400 Toronto-Dominion Centre Toronto, ON M5K 0A1</p> <p>Counsel to Canada Mortgage and Housing Corporation</p>	<p>Renée Brosseau Tel: 416.863.4650 Fax: 416.863.4592 Email: renee.brosseau@dentons.com</p>
<p>TORYS LLP Barristers & Solicitors 79 Wellington St. West, 30th Floor Box 270, TD Tower South Toronto, ON M5K 1N2</p> <p>Counsel to The Cadillac Fairview Corporation Limited and its affiliates</p>	<p>David Bish Tel: 416.865.7353 Fax: 416.865.7380 Email: dbish@torys.com</p> <p>Adam Slavens Tel: 416.865.7333 Fax: 416.865.7380 Email: aslavens@torys.com</p> <p>Lily Coodin Tel: 416.865.7541 Fax: 416.865.7380 Email: lcoodin@torys.com</p>

<p>TORYS LLP Barristers & Solicitors 79 Wellington St. West, 30th Floor Box 270, TD Tower South Toronto, ON M5K 1N2</p> <p>Counsel to First Capital Realty Inc.</p>	<p>Scott A. Bomhof Tel: 416.865.7370 Fax: 416.865.7380 Email: sbomhof@torys.com</p> <p>Jeremy Opolsky Tel: 416.865.8117 Fax: 416.865.7380 Email: jopolsky@torys.com</p>
<p>H.Y. LOUIE CO. LIMITED 2821 Production Way Burnaby, BC V5A 3G7</p>	<p>Michelle Simpson Corporate Counsel Tel: 1.604.444.6226 Email: michelles@hylouie.com</p>
<p>THE CIT GROUP/COMMERCIAL SERVICES, INC. 201 South Tryon Street P.O. Box 30317, 28231-1307 Charlotte, North Carolina U.S.A. 28202</p>	<p>Robert W. Franklin Director and Assistant Chief Counsel, Law Department Tel: 1.704.339.2975 Fax: 1.704.339.2894 Email: robert.franklin@cit.com</p>
<p>MILLER THOMSON LLP Barristers & Solicitors Scotia Plaza 40 King Street West, Suite 5800 P.O. Box 1011 Toronto, ON M5H 3S1</p> <p>Counsel to Hamilton Beach Brands Canada, Inc.</p>	<p>Jeffrey C. Carhart Tel: 416.595.8615 Fax: 416.595.8695 Email: jcarhart@millერთhompson.com</p> <p>Margaret R. Sims Tel: 416.595.8577 Fax: 416.595.8695 Email: msims@millერთhompson.com</p>
<p>MILLER THOMSON LLP Barristers & Solicitors Scotia Plaza 40 King Street West, Suite 5800 P.O. Box 1011 Toronto, ON M5H 3S1</p> <p>Counsel to Spectrum Brands Canada, Inc. and Spectrum Brands, Inc.</p>	<p>Jeffrey C. Carhart Tel: 416.595.8615 Fax: 416.595.8695 Email: jcarhart@millერთhompson.com</p> <p>Margaret R. Sims Tel: 416.595.8577 Fax: 416.595.8695 Email: msims@millერთhompson.com</p>
<p>MILLER THOMSON LLP Barristers & Solicitors Scotia Plaza 40 King Street West, Suite 5800 P.O. Box 1011 Toronto, ON M5H 3S1</p> <p>Counsel to GL Creations</p>	<p>Jeffrey C. Carhart Tel: 416.595.8615 Fax: 416.595.8695 Email: jcarhart@millერთhompson.com</p> <p>Margaret R. Sims Tel: 416.595.8577 Fax: 416.595.8695 Email: msims@millერთhompson.com</p>

<p>MILLER THOMSON LLP Barristers & Solicitors Scotia Plaza 40 King Street West, Suite 5800 P.O. Box 1011 Toronto, ON M5H 3S1</p> <p>Counsel to Travelway Group Int'l Inc.</p>	<p>Jeffrey C. Carhart Tel: 416.595.8615 Fax: 416.595.8695 Email: jcarhart@millerthomson.com</p> <p>Margaret R. Sims Tel: 416.595.8577 Fax: 416.595.8695 Email: msims@millerthomson.com</p>
<p>BURNET, DUCKWORTH & PALMER LLP Barristers & Solicitors Suite 2400, 525-8th Ave SW Calgary, AB T2P 1G1</p> <p>Counsel to Highfield Investment Group Inc.</p>	<p>Carole J. Hunter Tel: 1. 403.260.0368 Fax: 1. 403.260.0332 Email: chunter@bdplaw.com</p>
<p>UNITED CLEANING SERVICES LIMITED 46 Hedgedale Road Brampton, ON L6T 5L2</p> <p>Counsel to United Cleaning Services Limited</p>	<p>Randhir S. Garcha Tel: 905.595.4830 Ext. 272 Fax: 905.595.4831 Email: randy.garcha@ucsl.com</p>
<p>FOGLER, RUBINOFF LLP Barristers & Solicitors Suite 3000, P.O. Box 95 Toronto-Dominion Centre 77 King Street West Toronto, ON M5K 1G8</p> <p>Counsel to Doral Holdings Limited and 430635 Ontario Inc.</p>	<p>Vern W. DaRe Tel: 416.941.8842 Fax: 416.941.8852 Email: vdare@foglers.com</p>
<p>LAVERY, DE BILLY, LLP Barristers & Solicitors 1, Place Ville Marie, Suite 4000 Montréal, QC H3B 4M4</p> <p>Counsel to Dorel Industries Inc.</p>	<p>Jonathan Warin Tel: 1. 514.878.5616 Fax: 1.514.871.8977 Email: jwarin@lavery.ca</p>

<p>COMINAR REIT Complexe Jules-Dallaire – T3 2820 Laurier Blvd, Suite 850 Québec City, QC G1V 0C1</p>	<p>Manon Deslauriers Tel: 1.418.681.6300 ext 2321 Fax: 1.418.681.2946 Email: manon.deslauriers@cominar.com</p> <p>Michel Paquet Email: michel.paquet@cominar.com</p> <p>Sylvain Cossette Email: sylvain.cossette@cominar.com</p> <p>Jean Leclerc Email: jean.leclerc@cominar.com</p> <p>Gilles Hamel Email: gilles.hamel@cominar.com</p> <p>Guillaume Rouleau Email: Guillaume.rouleau@cominar.com</p>
<p>CANADIAN PACIFIC RAILWAY 1100 Avenue des Canadiens-de-Montréal Suite G3 Montréal, QC H3B 2S2</p>	<p>Ken Legrand Tel: 1.514.395.6436 Email: Ken_legrand@cpr.ca</p>
<p>CANADIAN PACIFIC RAILWAY Building #1, 7550 Ogdendale Road South Calgary, AB T2C 4X9</p>	<p>Cassandra Quach Tel: 1.403.319.7016 Email: Cassandra_Quach@cpr.ca</p>
<p>WEIRFOULDS LLP Barristers & Solicitors 66 Wellington Street West Suite 4100, P.O. Box 35 Toronto-Dominion Centre Toronto, ON M5K 1B7</p> <p>Counsel to PCL Constructors Canada Inc.</p>	<p>Glenn Ackerley Tel: 416.947.5008 Fax: 416.365.1876 Email: gackerley@weirfoulds.com</p> <p>Scott McGrath Tel: 416.947.5038 Fax: 416.365.1876 Email: smcgrath@weirfoulds.com</p> <p>Graham Brown Tel: 416.947.5073 Fax: 416.365.1876 Email: gbrown@weirfoulds.com</p>

<p>WEIRFOULDS LLP Barristers & Solicitors 66 Wellington Street West Suite 4100, P.O. Box 35 Toronto-Dominion Centre Toronto, ON M5K 1B7</p> <p>Counsel to PCL Construction Management Inc.</p>	<p>Glenn Ackerley Tel: 416.947.5008 Fax: 416.365.1876 Email: gackerley@weirfoulds.com</p> <p>Scott McGrath Tel: 416.947.5038 Fax: 416.365.1876 Email: smcgrath@weirfoulds.com</p> <p>Graham Brown Tel: 416.947.5073 Fax: 416.365.1876 Email: gbrown@weirfoulds.com</p>
<p>WEIRFOULDS LLP Barristers & Solicitors 66 Wellington Street West Suite 4100, P.O. Box 35 Toronto-Dominion Centre Toronto, ON M5K 1B7</p> <p>Counsel to Ace Bayou Corp.</p>	<p>H. Scott Fairley Tel: 416.947.5015 Fax: 416.365.1876 Email: sfairley@weirfoulds.com</p> <p>Nadia Chiesa Tel: 416.947.5084 Fax: 416.365.1876 Email: nchiesa@weirfoulds.com</p>
<p>MINDEN GROSS LLP Barristers & Solicitors 145 King Street West Suite 2200 Toronto, ON M5H 4G2</p> <p>Counsel to Menkes Property Management Services Ltd., as agent for HOOPP Realty Inc.</p>	<p>David T. Ullmann Tel: 416.369.4148 Fax: 416.864.9223 Email: dullmann@mindengross.com</p>
<p>MINDEN GROSS LLP Barristers & Solicitors 145 King Street West Suite 2200 Toronto, ON M5H 4G2</p> <p>Counsel to Primaris Reit</p>	<p>David T. Ullmann Tel: 416.369.4148 Fax: 416.864.9223 Email: dullmann@mindengross.com</p> <p>Catherine Francis Tel: 416.369.4137 Fax: 416.864.9223 Email: cfrancis@mindengross.com</p>

<p>McLEAN & KERR LLP Barristers & Solicitors 130 Adelaide Street West Suite 2800 Toronto, ON M5H 3P5</p> <p>Counsel to 20 VIC Management Inc. (on behalf of various landlords), Morguard Investments Limited (on behalf of various landlords), Calloway Real Estate Investment Trust (on behalf of Calloway REIT (Hopedale) Inc., Calloway REIT (Laurentian Inc.), Crombie REIT, Triovest Realty Advisors Inc. (on behalf of various landlords), Brad-Lea Meadows Limited and Blackwood Partners Management Corporation (on behalf of Surrey CC Properties Inc.)</p>	<p>Walter R. Stevenson Tel: 416.369.6602 Fax: 416.366.8571 Email: wstevenson@mcleankerr.com</p> <p>Linda Galessiere Tel: 416.369.6609 Fax: 416.366.8571 Email: lgalessiere@mcleankerr.com</p> <p>Gus Camelino Tel: 416.369.6621 Fax: 416.366.8571 Email: gcamelino@mcleankerr.com</p>
<p>McLEAN & KERR LLP Barristers & Solicitors 130 Adelaide Street West Suite 2800 Toronto, ON M5H 3P5</p> <p>Counsel to Imagine! Print Solutions Inc.</p>	<p>S. Michael Citak Tel: 416.369.6619 Fax: 416.366.8571 Email: mcitak@mcleankerr.com</p>
<p>BORDEN LADNER GERVAIS LLP S.E.N.C.R.L., S.R.L. Barristers & Solicitors 1000 Rue de la Gauchetière Ouest Suite / Bureau 900 Montréal, QC H3B 5H4</p> <p>Counsel to Bell Canada</p>	<p>François Gagnon Tel: 1.514.954.2553 Fax: 1.514.954.1905 Email: fgagnon@blg.com</p>
<p>BORDEN LADNER GERVAIS LLP S.E.N.C.R.L., S.R.L. Barristers & Solicitors 1000 Rue de la Gauchetière Ouest Suite / Bureau 900 Montréal, QC H3B 5H4</p> <p>BORDEN LADNER GERVAIS LLP Barristers & Solicitors Scotia Plaza 40 King Street West Toronto, ON M5H 3Y4</p> <p>Counsel to Hasbro Canada Corporation</p>	<p>Marc Duchesne Tel: 1.514.954.3102 Fax: 1.514.954.1905 Email: mduchesne@blg.com</p> <p>Kyle Plunkett Tel: 416.367.6314 Fax: 416.361.2557 Email: kplunkette@blg.com</p>

<p>BORDEN LADNER GERVAIS LLP Barristers & Solicitors Scotia Plaza 40 King Street West Toronto, ON M5H 3Y4</p> <p>Counsel to Razor USA LLC</p>	<p>Aliza Premji Tel: 416.367.6704 Fax: F 416.682.2845 Email: apremji@blg.com</p>
<p>BORDEN LADNER GERVAIS LLP Barristers & Solicitors Scotia Plaza 40 King Street West Toronto, ON M5H 3Y4</p> <p>Counsel to Bell Canada</p>	<p>Andrew Hodhod Tel: 416.367.6290 Fax: 416.361.2799 Email: ahodhod@blg.com</p>
<p>8239959 CANADA INC. c/o SHINDICO REALTY INC. 200-1355 Taylor Ave. Winnipeg, MB R3M 3Y9</p>	<p>Robert W. Shindleman Tel: 1.202.474.2000 Fax: 1.202.284.7155 Email: rshindleman@shindico.com</p> <p>Justin G. Zarnowski Tel: 1.202.928.8212 Fax: 1.202.284.7155 Email: jzarnowski@shindico.com</p>
<p>FILLMORE RILEY LLP Barristers & Solicitors 1700-360 Main Street Winnipeg, MB R3C 3Z3</p> <p>Counsel to TransX Ltd.</p>	<p>David J. Kroft Tel: 1.204.957.8346 Fax: 1.204.954.0346 Email: djkroft@fillmoreriley.com</p>
<p>TRANSX LTD. 2595 Inkster Boulevard Winnipeg, MB R3C 2E6</p>	<p>Pankaj Sharma Tel: 1.204.631.4135 Fax: 1.204.631.4109 Email: vpfinance@transx.com</p>
<p>CASSELS BROCK & BLACKWELL LLP Barristers & Solicitors 2100 Scotia Plaza 40 King Street West Toronto, ON M5H 3C2</p> <p>Counsel to Warner Brothers Distributing Inc.</p>	<p>Larry Ellis Tel: 416.869.5406 Fax: 416.640.3004 Email: lellis@casselsbrock.com</p> <p>Erin Craddock Tel: 416.860.6480 Fax: 416.644.9324 Email: ecraddock@casselsbrock.com</p>

<p>CASSELS BROCK & BLACKWELL LLP Barristers & Solicitors 2100 Scotia Plaza 40 King Street West Toronto, ON M5H 3C2</p> <p>Counsel to Solutions 2 GO Inc.</p>	<p>Larry Ellis Tel: 416.869.5406 Fax: 416.640.3004 Email: lellis@casselsbrock.com</p> <p>Erin Craddock Tel: 416.860.6480 Fax: 416.644.9324 Email: ecraddock@casselsbrock.com</p>
<p>CASSELS BROCK & BLACKWELL LLP Barristers & Solicitors 2100 Scotia Plaza 40 King Street West Toronto, ON M5H 3C2</p> <p>Counsel to Merchant Retail Solutions ULC</p>	<p>R. Shayne Kukulowicz Tel: 416.860.6463 Fax: 416.640.3176 Email: skukulowicz@casselsbrock.com</p> <p>Jane O. Dietrich Tel: 416.860.5223 Fax: 416.640.3144 Email: jdietrich@casselsbrock.com</p>
<p>CASSELS BROCK & BLACKWELL LLP Barristers & Solicitors 2100 Scotia Plaza 40 King Street West Toronto, ON M5H 3C2</p> <p>Counsel to Gordon Brothers Canada ULC</p>	<p>R. Shayne Kukulowicz Tel: 416.860.6463 Fax: 416.640.3176 Email: skukulowicz@casselsbrock.com</p> <p>Jane O. Dietrich Tel: 416.860.5223 Fax: 416.640.3144 Email: jdietrich@casselsbrock.com</p>
<p>CASSELS BROCK & BLACKWELL LLP Barristers & Solicitors 2100 Scotia Plaza 40 King Street West Toronto, ON M5H 3C2</p> <p>Counsel to Roots Canada Ltd.</p>	<p>Joseph Bellissimo Tel: 416.860.6572 Fax: 416.642.7150 Email: jbellissimo@casselsbrock.com</p> <p>Erin Craddock Tel: 416.860.6480 Fax: 416.644.9324 Email: ecraddock@casselsbrock.com</p> <p>Leonard Loewith Tel: 416.860.6471 Fax: 416.640.3092 Email: lloewith@casselsbrock.com</p>

<p>CASSELS BROCK & BLACKWELL LLP Barristers & Solicitors 2100 Scotia Plaza 40 King Street West Toronto, ON M5H 3C2</p> <p>Counsel to Conair Consumer Products ULC</p>	<p>Joseph Bellissimo Tel: 416.860.6572 Fax: 416.642.7150 Email: jbellissimo@casselsbrock.com</p> <p>Natalie Levine Tel: 416.860.6568 Fax: 416.640.3207 Email: nlevine@casselsbrock.com</p>
<p>STIKEMAN ELLIOTT LLP Barristers & Solicitors 5300 Commerce Court West 199 Bay Street Toronto, ON M5H 3C2</p> <p>Counsel to Eleven Points Logistic Inc.</p>	<p>Daniel S. Murdoch Tel: 416.869.5529 Fax: 416.947.0866 Email: dmurdoch@stikeman.com</p> <p>Kathryn Esaw Tel: 416.869.6820 Fax: 416.947.0866 Email: kesaw@stikeman.com</p>
<p>SOLMON ROTHBART GOODMAN LLP Barristers & Solicitors 375 University Avenue, Suite 701 Toronto, ON M5G 2J5</p> <p>Counsel to ISSI Inc.</p>	<p>Melvyn L. Solmon Tel: 416.947.1093 (Ext. 333) Fax: 416.947.0079 Email: msolmon@srglegal.com</p>
<p>BCF BUSINESS LAW Barristers & Solicitors 1100 boulevard Rene-Levesque Ouest 25th Floor Montreal, QC H3B 5C9</p> <p>Counsel to Merck Canada Inc.</p>	<p>Claude Paquet Tel: 1.514.397.6907 Fax: 1.514.397.8515 Email: claude.paquet@bcf.ca</p>
<p>BCF BUSINESS LAW Barristers & Solicitors 1100 boulevard Rene-Levesque Ouest 25th Floor Montreal, QC H3B 5C9</p> <p>Counsel to Schering-Plough Canada Inc.</p>	<p>Claude Paquet Tel: 1.514.397.6907 Fax: 1.514.397.8515 Email: claude.paquet@bcf.ca</p>
<p>BULL, HOUSSER & TUPPER LLP Barristers & Solicitors 900 Howe Street, Suite 900 Vancouver, BC V6Z 2M4</p> <p>Counsel to Vanprop Investments Ltd.</p>	<p>Kieran E. Siddall Tel: 1.604.641.4868 Fax: 1.604.646.4556 Email: kes@bht.com</p> <p>E. Jane Milton QC Email: ejm@bht.com and kes@bht.com</p>

<p>SPORTS INDUSTRY CREDIT ASSOCIATION 245 Victoria Avenue Suite 800 Montreal, QC H3Z 2M6</p>	<p>Brian Dabarno Tel: 1.514.931.5561 Ext: 226 Fax: 1.514.931.2896 Email: brian@sica.ca</p>
<p>FASKEN MARTINEAU DuMOULIN LLP Barristers & Solicitors 333 Bay Street, Suite 2400 Bay Adelaide Centre, Box 20 Toronto, ON M5H 2T6</p> <p>Counsel to Ivanhoe Cambridge Inc.</p>	<p>Aubrey E. Kauffman Tel: 416.868.3538 Fax: 416.364.7813 Email: akauffman@fasken.com</p>
<p>FASKEN MARTINEAU DuMOULIN LLP Barristers & Solicitors 333 Bay Street, Suite 2400 Bay Adelaide Centre, Box 20 Toronto, ON M5H 2T6</p> <p>Counsel to Sobeys Capital Incorporated</p>	<p>Stuart Brotman Tel: 416.865.5419 Fax: 416.364.7813 Email: sbrotman@fasken.com</p>
<p>FASKEN MARTINEAU DuMOULIN LLP Barristers & Solicitors The Stock Exchange Tower 800 Victoria Square Suite 3700, PO Box 242 Montréal, PQ H4Z 1E9</p> <p>Counsel to Ivanhoe Cambridge Inc.</p>	<p>Luc Morin Tel: 1.514.397.5121 Fax: 1.514.397.7600 Email: lmorin@fasken.com</p>
<p>FASKEN MARTINEAU DuMOULIN LLP Barristers & Solicitors The Stock Exchange Tower 800 Victoria Square Suite 3700, PO Box 242 Montréal, PQ H4Z 1E9</p> <p>Counsel to Canadian Pacific Railway Ltd.</p>	<p>Brandon Farber Tel: 1.514.397.5179 Fax: 1.514.397.7600 Email: bfarber@fasken.com</p>

<p>FASKEN MARTINEAU DuMOULIN LLP Barristers & Solicitors The Stock Exchange Tower 800 Victoria Square Suite 3700, PO Box 242 Montréal, PQ H4Z 1E9</p> <p>Counsel to McKesson Canada</p>	<p>Luc Béliveau Tel: 1.514.397.4336 Fax: 1.514.397.7600 Email: lbeliveau@fasken.com</p> <p>Brandon Farber Tel: 1.514.397.5179 Fax: 1.514.397.7600 Email: bfarber@fasken.com</p>
<p>FASKEN MARTINEAU DuMOULIN LLP Barristers & Solicitors The Stock Exchange Tower 800 Victoria Square Suite 3700, PO Box 242 Montréal, PQ H4Z 1E9</p> <p>Counsel to Distribution Select, a division of Archambault Group inc., a subsidiary of Quebecor Media Inc.</p>	<p>Guillaume-Pierre Michaud Tel: 1.514.397.5264 Fax: 1.514.397.7600 Email: gmichaud@fasken.com</p>
<p>THE SCOTTS COMPANY LLC 14111 Scottslawn Road Marysville, Ohio USA 43041</p>	<p>Lewis J. Dolezal Jr. Tel: 1.937.578.1319 Fax: 1.937.644.7568 Email: lewis.dolezal@scotts.com</p>
<p>COTY CANADA 1255 Rte Transcanadienne Dorval, QC H9P 2V4</p>	<p>Robert Spensieri Tel: 1.514.421.5066 Email: robert_spensieri@cotyinc.com</p>
<p>BLANEY MCMURTRY LLP Barristers & Solicitors 2 Queen Street East Suite 1500 Toronto, ON M5C 3G5</p> <p>Counsel to Advitek Inc.</p>	<p>Lou Brzezinski Tel: 416.593.2952 Fax: 416.594.5084 Email: lbrzezinski@blaney.com</p>
<p>BLANEY MCMURTRY LLP Barristers & Solicitors 2 Queen Street East Suite 1500 Toronto, ON M5C 3G5</p> <p>Counsel to Universal Studios Canada Inc.</p>	<p>Lou Brzezinski Tel: 416.593.2952 Fax: 416.594.5084 Email: lbrzezinski@blaney.com</p> <p>Alexandra Teodorescu Tel: 416.596.4279 Fax: 416.593.5437 Email: ATeodorescu@blaney.com</p>

<p>BLANEY MCMURTRY LLP Barristers & Solicitors 2 Queen Street East Suite 1500 Toronto, ON M5C 3G5</p> <p>Counsel to Nintendo of Canada, Ltd.</p>	<p>Lou Brzezinski Tel: 416.593.2952 Fax: 416.594.5084 Email: lbrzezinski@blaney.com</p> <p>Alexandra Teodorescu Tel: 416.596.4279 Fax: 416.593.5437 Email: ATEodorescu@blaney.com</p>
<p>BLANEY MCMURTRY LLP Barristers & Solicitors 2 Queen Street East Suite 1500 Toronto, ON M5C 3G5</p> <p>Counsel to Thyssenkrupp Elevator (Canada) Limited</p>	<p>Lou Brzezinski Tel: 416.593.2952 Fax: 416.594.5084 Email: lbrzezinski@blaney.com</p> <p>Chad Kopach Tel: 416.593.2985 Fax: 416.594.5437 Email: ckopach@blaney.com</p> <p>Varoujan Arman Tel: 416.596.2884 Fax: 416.593.5437 Email: varman@blaney.com</p> <p>Alexandra Teodorescu Tel: 416.596.4279 Fax: 416.593.5437 Email: ATEodorescu@blaney.com</p>
<p>BLANEY MCMURTRY LLP Barristers & Solicitors 2 Queen Street East Suite 1500 Toronto, ON M5C 3G5</p> <p>Counsel to Optrust Retail Inc.</p>	<p>John C. Wolf Tel: 416.593.1221 Fax: 416.593.5437 Email: jwolf@blaney.com</p> <p>Alexandra Teodorescu Tel: 416.596.4279 Fax: 416.593.5437 Email: ATEodorescu@blaney.com</p>
<p>BLANEY MCMURTRY LLP Barristers & Solicitors 2 Queen Street East Suite 1500 Toronto, ON M5C 3G5</p> <p>Counsel to Sun Life Assurance Company of Canada</p>	<p>John C. Wolf Tel: 416.593.1221 Fax: 416.593.5437 Email: jwolf@blaney.com</p> <p>Alexandra Teodorescu Tel: 416.596.4279 Fax: 416.593.5437 Email: ATEodorescu@blaney.com</p>

<p>BLANEY MCMURTRY LLP Barristers & Solicitors 2 Queen Street East Suite 1500 Toronto, ON M5C 3G5</p> <p>Counsel to bcIMC Realty Corporation</p>	<p>John C. Wolf Tel: 416.593.1221 Fax: 416.593.5437 Email: jwolf@blaney.com</p> <p>Alexandra Teodorescu Tel: 416.596.4279 Fax: 416.593.5437 Email: ATeodorescu@blaney.com</p>
<p>BLANEY MCMURTRY LLP Barristers & Solicitors 2 Queen Street East Suite 1500 Toronto, ON M5C 3G5</p> <p>Counsel to Bentall Kennedy (Canada) LP</p>	<p>John C. Wolf Tel: 416.593.1221 Fax: 416.593.5437 Email: jwolf@blaney.com</p> <p>Alexandra Teodorescu Tel: 416.596.4279 Fax: 416.593.5437 Email: ATeodorescu@blaney.com</p>
<p>BLANEY MCMURTRY LLP Barristers & Solicitors 2 Queen Street East Suite 1500 Toronto, ON M5C 3G5</p> <p>Counsel to PCM Sheridan Inc.</p>	<p>John C. Wolf Tel: 416.593.1221 Fax: 416.593.5437 Email: jwolf@blaney.com</p> <p>Alexandra Teodorescu Tel: 416.596.4279 Fax: 416.593.5437 Email: ATeodorescu@blaney.com</p>
<p>BLANEY MCMURTRY LLP Barristers & Solicitors 2 Queen Street East Suite 1500 Toronto, ON M5C 3G5</p> <p>Counsel to Artis Tamarack Ltd.</p>	<p>John C. Wolf Tel: 416.593.1221 Fax: 416.593.5437 Email: jwolf@blaney.com</p> <p>Alexandra Teodorescu Tel: 416.596.4279 Fax: 416.593.5437 Email: ATeodorescu@blaney.com</p>
<p>BLANEY MCMURTRY LLP Barristers & Solicitors 2 Queen Street East Suite 1500 Toronto, ON M5C 3G5</p> <p>Counsel to Hazeldean Mall LP</p>	<p>John C. Wolf Tel: 416.593.1221 Fax: 416.593.5437 Email: jwolf@blaney.com</p> <p>Alexandra Teodorescu Tel: 416.596.4279 Fax: 416.593.5437 Email: ATeodorescu@blaney.com</p>

<p>BLANEY MCMURTRY LLP Barristers & Solicitors 2 Queen Street East Suite 1500 Toronto, ON M5C 3G5</p> <p>Counsel to Milton Mall LP</p>	<p>John C. Wolf Tel: 416.593.1221 Fax: 416.593.5437 Email: jwolf@blaney.com</p> <p>Alexandra Teodorescu Tel: 416.596.4279 Fax: 416.593.5437 Email: ATeodorescu@blaney.com</p>
<p>BLANEY MCMURTRY LLP Barristers & Solicitors 2 Queen Street East Suite 1500 Toronto, ON M5C 3G5</p> <p>Counsel to Penretail III Limited Partnership and Penretail Management Ltd.</p>	<p>John C. Wolf Tel: 416.593.1221 Fax: 416.593.5437 Email: jwolf@blaney.com</p> <p>Alexandra Teodorescu Tel: 416.596.4279 Fax: 416.593.5437 Email: ATeodorescu@blaney.com</p>
<p>BLANEY MCMURTRY LLP Barristers & Solicitors 2 Queen Street East Suite 1500 Toronto, ON M5C 3G5</p> <p>Counsel to Hillside Centre I LP and Hillside Cente II LP</p>	<p>John C. Wolf Tel: 416.593.1221 Fax: 416.593.5437 Email: jwolf@blaney.com</p> <p>Alexandra Teodorescu Tel: 416.596.4279 Fax: 416.593.5437 Email: ATeodorescu@blaney.com</p>
<p>BLANEY MCMURTRY LLP Barristers & Solicitors 2 Queen Street East Suite 1500 Toronto, ON M5C 3G5</p> <p>Counsel to 2725312 Canada Inc. and 2973758 Canada Inc.</p>	<p>John C. Wolf Tel: 416.593.1221 Fax: 416.593.5437 Email: jwolf@blaney.com</p> <p>Alexandra Teodorescu Tel: 416.596.4279 Fax: 416.593.5437 Email: ATeodorescu@blaney.com</p>
<p>BLANEY MCMURTRY LLP Barristers & Solicitors 2 Queen Street East Suite 1500 Toronto, ON M5C 3G5</p> <p>Counsel to Investors Group Trust Co. Ltd. as Trustee for Investors Real Property Fund</p>	<p>John C. Wolf Tel: 416.593.1221 Fax: 416.593.5437 Email: jwolf@blaney.com</p>

<p>BLANEY MCMURTRY LLP Barristers & Solicitors 2 Queen Street East Suite 1500 Toronto, ON M5C 3G5</p> <p>Counsel to 391102 B.C. Ltd.</p>	<p>John C. Wolf Tel: 416.593.1221 Fax: 416.593.5437 Email: jwolf@blaney.com</p>
<p>BLANEY MCMURTRY LLP Barristers & Solicitors 2 Queen Street East Suite 1500 Toronto, ON M5C 3G5</p> <p>Counsel to Direct Energy Marketing Limited</p>	<p>Ralph Cuervo-Lorens Tel: 416.593.2990 Fax: 416.594.2437 Email: rcuervolorens@blaney.com</p>
<p>BLANEY MCMURTRY LLP Barristers & Solicitors 2 Queen Street East Suite 1500 Toronto, ON M5C 3G5</p> <p>Counsel to RPI Consulting Group Inc.</p>	<p>Lou Brzezinski Tel: 416.593.2952 Fax: 416.594.5084 Email: lbrzezinski@blaney.com</p>
<p>DE GRANDPRÉ CHAIT LLP 1000 De La Gauchetière Street Ouest Suite 2900 Montreal, QC H3B 4W5</p> <p>Counsel to Faubourg Boisbriand Shopping Centre Limited Partnership</p>	<p>Stephen M. Raicek Tel: 1.514.878.3215 Fax: 1.514.878.5715 Email: sraicek@dgcllex.com</p> <p>Matthew Maloley Tel: 1.514.878.3243 Fax: 1.514.878.5743 Email: mmaloley@dgcllex.com</p>
<p>DE GRANDPRÉ CHAIT LLP 1000 De La Gauchetière Street Ouest Suite 2900 Montreal, QC H3B 4W5</p> <p>Counsel to Sun Life Assurance Company of Canada</p>	<p>Stephen M. Raicek Tel: 1.514.878.3215 Fax: 1.514.878.5715 Email: sraicek@dgcllex.com</p> <p>Matthew Maloley Tel: 1.514.878.3243 Fax: 1.514.878.5743 Email: mmaloley@dgcllex.com</p>

<p>DE GRANDPRÉ CHAIT LLP 1000 De La Gauchetière Street Ouest Suite 2900 Montreal, QC H3B 4W5</p> <p>Counsel to Place Versailles Inc.</p>	<p>Stephen M. Raicek Tel: 1.514.878.3215 Fax: 1.514.878.5715 Email: sraicek@dgcllex.com</p> <p>Ronald Stein Tel: 1.514.878.3254 Fax: 1.514.878.5754 Email: rstein@dgcllex.com</p> <p>Matthew Maloley Tel: 1.514.878.3243 Fax: 1.514.878.5743 Email: mmaloley@dgcllex.com</p>
<p>ROYAL BANK OF CANADA 200 Bay Street, North Tower Toronto, ON M5J 2J5</p>	<p>Livia Kolter-Held Tel: 416.974.0356 Fax: 416.974.2217 Email: livia.kolter-held@rbc.com</p> <p>Mary Arzoumanidis Tel: 416.955.4730 Fax: 416.955.5015 Email: mary.arzoumanidis@rbc.com</p>
<p>CCA and B LLC 3350 Riverwood Parkway, Ste 300 Atlanta, GA 30339 U.S.A.</p>	<p>Hillary Gardner Tel: 1.678.402.0947 Email: Hillary.Gardner@elfontheshelf.com</p>
<p>HAHN & HESSEN LLP Barristers & Solicitors 488 Madison Avenue New York, NY 10022 U.S.A.</p>	<p>Edward L. Schnitzer Tel: 1.212.478.7215 Fax: 1.212.478.7400 Email: eschnitzer@hahn Hessen.com</p> <p>Joseph Orbach Tel: 1.212.478.7396 Fax: 1.212.478.7400 Email: jorbach@hahn Hessen.com</p>
<p>STIKEMEN ELLIOTT LLP Barristers & Solicitors 4300 Bankers Hall West 888-3rd Street S.W. Calgary, AB T2P 5C5</p> <p>Counsel to Albari Holdings Ltd.</p>	<p>Michael E. Mestinsek Tel: 1.403.266.9078 Fax: 1.403.255.9034 Email: mmestinsek@stikeman.com</p>

TRANSOURCE FREIGHTWAYS 620 Alford Avenue Delta, BC V3M 6X1	Kal Kajla Tel: 1.604.525.0527 Email: Kal@transourcefreightways.ca
SUTTS, STROSBURG LLP Barristers & Solicitors 251 Goyeau Street Suite 600 Windsor, ON N9A 2475 Counsel to Pharmacy Franchisee Association of Canada	William V. Sasso Tel: 1.519.561.6222 Fax: 1.519.561.6203 Email: wvs@strosbergco.com Sharon Strosberg Tel: 1.519.561.6244 Fax: 1.519.561.6203 Email: sharon@strosbergco.com Jacqueline A. Horvat Tel: 1.519.561.6245 Fax: 1.519.561.6203 Email: jhorvat@strosbergco.com
CROCHETIÈRE, PÉTRIN Barristers & Solicitors 5800 boul. Louis-H. – La Fontaine Montréal, QU H1M 1S7 Counsel to Aliments Triumph Inc.	Alexandre Franco Tel: 1.514.354.3645 Fax: 1.514.354.6511 Email: afranco@crochetiere-petrin.qc.ca
ALIMENTS TRIUMPH INC. 1020 Boulevard Michèle-Bohec Blainville, QC J7C 5L7	Patrick J. Carvell Email: pcarvell@atriomphe.com
BENNETT JONES LLP Barristers & Solicitors One First Canadian Place Suite 3400 Toronto, ON M5X 1A4 Counsel to One York Street Inc. (Menkes Development Ltd.)	Raj Sahni Tel: 416.777.4804 Fax: 416.863.1716 Email: sahnir@bennettjones.com Derek Bell Tel: 416.777.4638 Fax: 416.863.1716 Email: belld@bennettjones.com
CORRE PARTNERS MANAGEMENT LLC 1370 Avenue of the Americas 29th Floor New York, New York 10019 U.S.A.	Stephen Lam Tel: 1.646.863.7157 Fax: 1.646.863.7161 Email: steve.lam@correpartners.com

<p>BLAKE, CASSELS & GRAYDON LLP Barristers & Solicitors 199 Bay Street Suite 4000, Commerce Court West Toronto, ON M5L 1A9</p> <p>Counsel to Philips Electronics Ltd.</p>	<p>Linc Rogers Tel: 416.863.4168 Fax: 416.863.2653 Email: linc.rogers@blakes.com</p> <p>Aryo Shalviri Tel: 416.863.2962 Fax: 416.863.2653 Email: aryo.shalviri@blakes.com</p>
<p>BLAKE, CASSELS & GRAYDON LLP Barristers & Solicitors 199 Bay Street Suite 4000, Commerce Court West Toronto, ON M5L 1A9</p> <p>Counsel to Bose Limited</p>	<p>Linc Rogers Tel: 416.863.4168 Fax: 416.863.2653 Email: linc.rogers@blakes.com</p> <p>Aryo Shalviri Tel: 416.863.2962 Fax: 416.863.2653 Email: aryo.shalviri@blakes.com</p>
<p>BLAKE, CASSELS & GRAYDON LLP Barristers & Solicitors 199 Bay Street Suite 4000, Commerce Court West Toronto, ON M5L 1A9</p> <p>Counsel to Dyson Canada Ltd.</p>	<p>Linc Rogers Tel: 416.863.4168 Fax: 416.863.2653 Email: linc.rogers@blakes.com</p> <p>Aryo Shalviri Tel: 416.863.2962 Fax: 416.863.2653 Email: aryo.shalviri@blakes.com</p>
<p>BLAKE, CASSELS & GRAYDON LLP Barristers & Solicitors 199 Bay Street Suite 4000, Commerce Court West Toronto, ON M5L 1A9</p> <p>Counsel to Lego Canada Inc.</p>	<p>Linc Rogers Tel: 416.863.4168 Fax: 416.863.2653 Email: linc.rogers@blakes.com</p> <p>Aryo Shalviri Tel: 416.863.2962 Fax: 416.863.2653 Email: aryo.shalviri@blakes.com</p>
<p>BLAKE, CASSELS & GRAYDON LLP Barristers & Solicitors 199 Bay Street Suite 4000, Commerce Court West Toronto, ON M5L 1A9</p> <p>Counsel to Hanesbrands Inc.</p>	<p>Linc Rogers Tel: 416.863.4168 Fax: 416.863.2653 Email: linc.rogers@blakes.com</p> <p>Aryo Shalviri Tel: 416.863.2962 Fax: 416.863.2653 Email: aryo.shalviri@blakes.com</p>

<p>BLAKE, CASSELS & GRAYDON LLP Barristers & Solicitors 199 Bay Street Suite 4000, Commerce Court West Toronto, ON M5L 1A9</p> <p>Counsel to Smucker Foods of Canada Corp. / Corp. de Produits Alimentaires Smucker du Canada</p>	<p>Linc Rogers Tel: 416.863.4168 Fax: 416.863.2653 Email: linc.rogers@blakes.com</p> <p>Aryo Shalviri Tel: 416.863.2962 Fax: 416.863.2653 Email: aryo.shalviri@blakes.com</p>
<p>BLAKE, CASSELS & GRAYDON LLP Barristers & Solicitors 199 Bay Street Suite 4000, Commerce Court West Toronto, ON M5L 1A9</p> <p>Counsel to Medela Canada Inc.</p>	<p>Aryo Shalviri Tel: 416.863.2962 Fax: 416.863.2653 Email: aryo.shalviri@blakes.com</p>
<p>BLAKE, CASSELS & GRAYDON LLP Barristers & Solicitors 199 Bay Street Suite 4000, Commerce Court West Toronto, ON M5L 1A9</p> <p>Counsel to Northwest Plaza Ltd.</p>	<p>Joseph Grignano Tel: 416.863.4025 Fax: 416.863.2653 Email: joseph.grignano@blakes.com</p>
<p>BLAKE, CASSELS & GRAYDON LLP Barristers & Solicitors 199 Bay Street Suite 4000, Commerce Court West Toronto, ON M5L 1A9</p> <p>Counsel to ASM Capital V, L.P.</p>	<p>Milly Chow Tel: 416.863.2594 Fax: 416.863.2653 Email: milly.chow@blakes.com</p>
<p>ASM CAPITAL V, L.P. 7600 Jericho Turnpike Suite 302 Woodbury, NY 11797 U.S.A.</p>	<p>Douglas Wolfe Tel: 1.516.422.7102 Fax: 1.516.422.7118 Email: DWolfe@asmcapital.com</p>

<p>GOWLING LAFLEUR HENDERSON LLP Barristers & Solicitors 1 First Canadian Place 100 King St. West, Suite 1600 Toronto, ON M5X 1G5</p> <p>Counsel to Fiera Properties Limited</p>	<p>Clifton P. Prophet Tel: 416.862.3509 Fax: 416.862.7661 Email: clifton.prophet@gowlings.com</p> <p>Frank Lamie Tel: 416.862.3609 Fax: 416.862.7661 Email: frank.lamie@gowlings.com</p> <p>Haddon Murray Tel: 416.862.3604 Fax: 416.862.7661 Email: haddon.murray@gowlings.com</p>
<p>BURCHELLS LLP Barristers & Solicitors 1801 Hollis St., Suite 1800 Halifax, NS B3J 3N4</p> <p>Counsel to Halifax 1658 Bedford Highway Inc.</p>	<p>David Hutt Tel: 1.902.442.8373 Fax: 1.902.420.9326 Email: dhutt@burchells.ca</p>
<p>AIRD & BERLIS LLP Barristers & Solicitors 181 Bay St., Suite 1800 Toronto, ON M5J 2T9</p> <p>Counsel to CompuCom Systems, Inc. and CompuCom Canada Co.</p>	<p>D. Robb English Tel: 416.865.4748 Fax: 416.863.1515 Email: renglish@airdberlis.com</p>
<p>EVOLUTION LIGHTING, LLC 16200 NW 59th Ave, Suite 101 Miami Lakes, FL 33014 U.S.A.</p>	<p>Mitch Mossman Tel: 1.786.533.1807 Ext. 246 Fax: 1.305.558.8027 Email: mitchm@evolutionlightingllc.com</p>
<p>DEPARTMENT OF JUSTICE Ontario Regional Office 130 King Street West, Suite 3400 Toronto, ON M5X 1K6</p> <p>Counsel to Attorney General of Canada in Right of Canada</p>	<p>Diane Winters Tel: 416.973.3172 Fax: 416.973.0810 Email: Diane.Winters@justice.gc.ca</p>
<p>CANDA SIX FORTUNE ENTERPRISE CO. LTD. 1 President's Choice Circle Brampton, ON L6Y 5S5</p>	<p>Liisa Kaarid Tel: 905.861.2483 Fax: 905.861.2360 Email: liisa.kaarid@loblaw.ca</p>

<p>SEAPORT GLOBAL HOLDINGS LLC 360 Madison Avenue, 22nd Floor New York, NY 10017 U.S.A.</p>	<p>Scott Friedberg Tel: 1.212.616.7728 Cell: 1.917.913.4281 Email: SFriedberg@theseaportgroup.com</p>
<p>NORTON ROSE FULBRIGHT CANADA LLP Barristers & Solicitors Royal Bank Plaza, South Tower, Suite 3800 200 Bay Street, P.O. Box 84 Toronto, ON M5J 2Z4</p> <p>NORTON ROSE FULBRIGHT CANADA LLP Barristers & Solicitors Suite 1500, 2828 Laurier Boulevard Québec, QC G1V 0B9</p> <p>Counsel to Cominar Real Estate Investment Trust</p>	<p>Alan Merskey Tel: 416.216.4805 Fax: 416.216.3930 Email: alan.merskey@nortonrosefulbright.com</p> <p>Evan Cobb Tel: 416.216.1929 Fax: 416.216.3930 Email: evan.cobb@nortonrosefulbright.com</p> <p>Christian Roy Tel: 1.418.640.5028 Fax: 1.418.640.1500 Email: christian.roy@nortonrosefulbright.com</p>
<p>PALIARE ROLAND ROSENBERG ROTHSTEIN LLP Barristers & Solicitors 155 Wellington Street West 35th Floor Toronto, ON M5V 3H1</p> <p>Counsel to Microsoft Corporation</p>	<p>Lindsay Scott Tel: 416.646.7442 Fax: 416.646.4301 Email: lindsay.scott@paliareroland.com</p>
<p>FARRIS, VAUGHAN, WILLS & MURPHY LLP Barristers & Solicitors 200 - 700 W Georgia Street Vancouver, BC V7Y 1B3</p> <p>Counsel to Claims Recovery Group LLC</p>	<p>David E. Gruber Tel: 1.604.661.9361 Fax: 1.604.661.9349 Email: dgruber@farris.com</p> <p>Arden Beddoes Tel: 1.604.661.9380 Fax: 1.604.661.9349 Email: abeddoes@farris.com</p>
<p>SOLMON ROTHBART GOODMAN LLP Barristers & Solicitors 375 University Avenue, Suite 701 Toronto, ON M5G 2J5</p> <p>Counsel to ISSI Inc.</p>	<p>Melvyn L. Solmon Tel: 416.947.1093 Ext.333 Fax: 416.947.0079 Email: msolmon@srglegal.com</p>

<p>CLARK WILSON LLP Barristers & Solicitors 900-885 West Georgia Street Vancouver, BC V6C 3H1</p> <p>Counsel to Narland Properties (Haney) Ltd.</p>	<p>Christopher Ramsay Tel: 1.604.643.3176 Fax: 1.604.687.6314 Email: cjr@cwilson.com</p> <p>Katie G. Mak Tel: 1.604.643.3105 Fax: 1.604.687.6314 Email: kgm@cwilson.com</p>
<p>DAVPART INC. 4576 Yonge Street, Suite 700 Toronto, ON M2N 6N4</p> <p>Landlord to Target Store T3560, located at Lindsay Square, 401 Kent Street West</p>	<p>Karen Citron Tel: 416.222.3010 Fax: 416.222.3013 Email: citronk@davpart.com</p>
<p>LIQUIDITY SOLUTIONS, INC. One University Plaza, Suite 312 Hackensack, NJ 07601 U.S.A.</p>	<p>Michael Handler Tel: 1.201.968.0001 Fax: 1.201.968.0010 Email: mhandler@liquiditysolutions.com and lsi@liquiditysolutions.com</p>
<p>TORKIN MANES LLP Barristers & Sol28 West 44th Street 16th Floor New York, NY 10036rs 151 Yonge Street, Suite 1500 Toronto, ON M5C 2W7</p> <p>Counsel to Springs Window Fashion LLC</p>	<p>S. Fay Sulley Tel: 416.777.5419 Fax: 1.888.587.5769 Email: fsulley@torkinmanes.com</p>
<p>ALLUVIUM PARTNERS LLC 28 West 44th Street, 16TH Floor New York, NY 10036 U.S.A.</p>	<p>Darren F. Yulfo Tel: 1.212.882.1866 Fax: 1.212.882.1867 Email: dyulfo@alluviumpartnersllc.com</p>
<p>UNIQUE INDUSTRIES, INC. 4750 League Island Blvd. Philadelphia, PA USA, 19112-1222</p>	<p>Michael Dougherty Tel: 1.215.218.7794 Email: mdougherty@favors.com</p> <p>Glenn Wattenmaker Tel: 1.215.218.7704 Email: gwattenmaker@favors.com</p>
<p>FARMER BROS. CO. 20333 S. Normandie Avenue Torrance, CA USA, 90502</p>	<p>Colleen A. Brooks Tel: 1.310.787.5393 Fax: 1.310.787.5376 Email: cbrooks@farmerbros.com</p>

<p>LAPOINTE ROSENSTEIN MARCHAND MELANÇON S.E.N.C.R.L. 1250 boul. René-Lévesque West, suite 1400 Montréal, QC H3B 5E9</p> <p>Counsel to Canpro Investment Inc.</p>	<p>Michel Ménard Tel: 1.514.925.6328 Fax: 1.514.925.5028 Email: michel.menard@lrmm.com</p>
<p>KELLY SANTINI LLP Barristers & Solicitors 160 Elgin Street, Suite 2401 Ottawa, ON K2P 2P7</p> <p>Counsel to Lozier Corporation</p>	<p>Rick Brooks Tel: 1.613.238.6321 Ext.248 Fax: 1.613.233.4553 Email: rbrooks@kellysantini.com</p>
<p>KELLY SANTINI LLP Barristers & Solicitors 160 Elgin Street, Suite 2401 Ottawa, ON K2P 2P7</p> <p>Counsel to Lozier Store Fixtures, LLC</p>	<p>Rick Brooks Tel: 1.613.238.6321 Ext.248 Fax: 1.613.233.4553 Email: rbrooks@kellysantini.com</p>
<p>GARDINER ROBERTS LLP Barristers & Solicitors Scotia Plaza 40 King Street West, Suite 3100 Toronto, ON M5H 3Y2</p> <p>Counsel to Helen of Troy LP</p>	<p>Jeffrey Rosekat Tel: 416.865.6662 Fax: 416.865.6636 Email: jrosekat@gardiner-roberts.com</p>
<p>GARDINER ROBERTS LLP Barristers & Solicitors Scotia Plaza 40 King Street West, Suite 3100 Toronto, ON M5H 3Y2</p> <p>Counsel to Kaz Canada Inc.</p>	<p>Jeffrey Rosekat Tel: 416.865.6662 Fax: 416.865.6636 Email: jrosekat@gardiner-roberts.com</p>
<p>GARDINER ROBERTS LLP Barristers & Solicitors Scotia Plaza 40 King Street West, Suite 3100 Toronto, ON M5H 3Y2</p> <p>Counsel to Kaz Far East Ltd.</p>	<p>Jeffrey Rosekat Tel: 416.865.6662 Fax: 416.865.6636 Email: jrosekat@gardiner-roberts.com</p>

<p>GARDINER ROBERTS LLP Barristers & Solicitors Scotia Plaza 40 King Street West, Suite 3100 Toronto, ON M5H 3Y2</p> <p>Counsel to Idelle Labs Ltd.</p>	<p>Jeffrey Rosekat Tel: 416.865.6662 Fax: 416.865.6636 Email: jrosekat@gardiner-roberts.com</p>
<p>GARDINER ROBERTS LLP Barristers & Solicitors Scotia Plaza 40 King Street West, Suite 3100 Toronto, ON M5H 3Y2</p> <p>Counsel to Helen of Troy LP</p>	<p>Jeffrey Rosekat Tel: 416.865.6662 Fax: 416.865.6636 Email: jrosekat@gardiner-roberts.com</p>
<p>GARDINER ROBERTS LLP Barristers & Solicitors Scotia Plaza 40 King Street West, Suite 3100 Toronto, ON M5H 3Y2</p> <p>Counsel to Kaz Canada Inc.</p>	<p>Jeffrey Rosekat Tel: 416.865.6662 Fax: 416.865.6636 Email: jrosekat@gardiner-roberts.com</p>
<p>GARDINER ROBERTS LLP Barristers & Solicitors Scotia Plaza 40 King Street West, Suite 3100 Toronto, ON M5H 3Y2</p> <p>Counsel to Idelle Labs Ltd.</p>	<p>Jeffrey Rosekat Tel: 416.865.6662 Fax: 416.865.6636 Email: jrosekat@gardiner-roberts.com</p>
<p>First Capital 3350 Riverwood Parkway, Suite 1750 Atlanta, GA 30339 U.S.A.</p> <p>Counsel to Tara Toy Corp.</p>	<p>Kim Withrow Tel: 1.678.594.5900 Email: kwithrow@firstcapital.com</p> <p>Vicki Heller Tel: 1.678.594.5900 Email: vheller@firstcapital.com</p> <p>Kevin McGarry Tel: 1.678.594.5900 Email: kmcgarry@firstcapital.com</p>

<p>First Capital 3350 Riverwood Parkway, Suite 1750 Atlanta, GA 30339 U.S.A.</p> <p>Counsel to Miken Clothing</p>	<p>Kim Withrow Tel: 1.678.594.5900 Email: kwithrow@firstcapital.com</p> <p>Vicki Heller Tel: 1.678.594.5900 Email: vheller@firstcapital.com</p> <p>Kevin McGarry Tel: 1.678.594.5900 Email: kmcgarry@firstcapital.com</p>
<p>GOLDMAN SLOAN NASH & HABER LLP Barristers & Solicitors 480 University Avenue, Suite 1600 Toronto, ON M5G 1V2</p> <p>Counsel to Virginia Johnson Lifestyle Ltd.</p>	<p>Michael Rotsztain Tel: 416.597.7870 Fax: 416.597.3370 Email: rotsztain@gsnh.com</p>
<p>GOLDMAN SLOAN NASH & HABER LLP Barristers & Solicitors 480 University Avenue, Suite 1600 Toronto, ON M5G 1V2</p> <p>Counsel to Virginia Johnson Lifestyle Ltd.</p>	<p>Michael Rotsztain Tel: 416.597.7870 Fax: 416.597.3370 Email: rotsztain@gsnh.com</p>
<p>Periscope, Inc. 921 Washington Avenue South Minneapolis, MN 55415 U.S.A.</p>	<p>Aaron Martin Tel: 1.612.399.0417 Email: amartin@periscope.com</p> <p>Virginia Hines Tel: 1.612.399.0410 Email: vhines@periscope.com</p>
<p>Periscope Canada, Inc. 921 Washington Avenue South Minneapolis, MN 55415 U.S.A.</p>	<p>Aaron Martin Tel: 1.612.399.0417 Email: amartin@periscope.com</p> <p>Virginia Hines Tel: 1.612.399.0410 Email: vhines@periscope.com</p>
<p>Primeshares World Markets / VonWin Capital 261 Fifth Avenue, 22nd Floor New York, NY 10016 U.S.A.</p>	<p>Neil Desai Tel: 1.212.889.3088 Fax: 1.212.889.2232 Email: nd@primeshares.com</p>

<p>Coface North America Insurance Company 50 Millstone Road Bldg 100, Suite 360 East Windsor, NJ 08520 U.S.A.</p>	<p>Amy Schmidt Tel: 1.609.469.0459 Email: amy.schmidt@coface</p>
<p>Rapid Displays Inc. 4300 West 47th Street Chicago, IL 60632 U.S.A.</p>	<p>Karen Teel Tel: 1.773.843.7870 Fax: 1.773.927.0975 Email: kteel@rapiddisplays.com</p> <p>Brian L. Greenburg Tel: 1.773.927.5000 Fax: 1.773.927.1091 Email: bgreenburg@rapiddisplays.com</p>
<p>PERLMAN & ASSOCIATES, ALC Barristers & Solicitors 9454 Wilshire Boulevard, Suite 500 Beverly Hills, CA 90212 U.S.A.</p> <p>Counsel to Bauerfeind Productions, Inc. (BPI)</p>	<p>Dana M. Perlman Tel: 1.310.247.9500 Fax: 1.310.247.0109 Email: dperlman@perlmanlaw.com</p>
<p>R S P ARCHITECTS 1220 Marshall Street N.E Minneapolis, MN 55413 U.S.A.</p>	<p>Heloise Weatherly Email: Heloise.weatherly@rsparch.com</p> <p>Pat Parrish Email: pat.parrish@rsparch.com</p> <p>Tel: 1.612.677.7100 Fax: 1.612.677.7499</p>
<p>BEAUWARD SHOPPING CENTRES LTD. 430,Arthur-Sauvé boulevard, Bureau 6010 Saint-Eustache, QC J7R 6V7</p>	<p>Nathalie Parent Tel: 1.450.473.6831 Ext. 203 Fax: 1.450.473.2184 Email: nparent@beauward.com</p> <p>Richard Hamelin Tel: 1.450.473.6831 Ext. 202 Fax: 1.450.473.2184 Email: rhamelin@beauward.com</p>
<p>MCMILLAN LLP Barristers & Solicitors Brookfield Place 181 Bay Street, Suite 4400 Toronto, ON M5J 2T3</p>	<p>Wael Rostom Tel: 416.865.7790 Fax: 416.865.7048 Email: wael.rostom@mcmillan.ca</p> <p>Stephen Eddy Tel: 416.865.1226 Fax: 416.865.7048 Email: stephen.eddy@mcmillan.ca</p>

AMERICAN TEXTILE CO. RIDC Riverplace 10 North Linden Street Duquesne, PA 15110 U.S.A.	Scott Neil Tel: 1.412.948.1020 Ext.263 Fax: 1.412.948.1002 Email: sneil@americantextile.com
TIERNEY STAUFFER LLP Barristers & Solicitors 510-1600 Carling Avenue Ottawa, ON K1Z 0A1 Counsel to Katherine Stredinyn	Susan Mitchell Tel: 1.613.288.3209 Fax: 1.613.728.9866 Email: smitchell@tslawyers.ca
STIKEMAN ELLIOTT LLP Barristers & Solicitors 5300 Commerce Court West 199 Bay Street Toronto, ON M5H 3C2 Counsel to Polo Park Acquisition Corporation	Eric Carmona Tel: 416.869.5597 Fax: 416.947.0866 Email: ecarmona@stikeman.com
RIKETTTS, HARRIS LLP 181 University Ave. Suite 800 Toronto, ON M5H 2X7 Counsel to CLP Milton Ltd.	Greg Sanders Tel: 416.642.4303 Fax: 647.620.2233 Email: gsanders@rickettsharris.com
TRANS-PLUS V.M. INC. 2400 rue Halpern Montréal, QC H4S 1S8	Vincent Mazzei Email: Vincent@trans-plus.com

ADDITIONAL SERVICE PARTIES FOR LOWE'S TRANSACTION

<p>STIKEMAN ELLIOTT LLP Barristers & Solicitors 5300 Commerce Court West 199 Bay Street Toronto, ON M5H 3C2</p> <p>Counsel to Lowe's Companies Canada, ULC</p>	<p>Mario Paura Tel: 416.869.5938 Fax: 416.947.0866 Email: mpaura@stikeman.com</p> <p>Maria Konyukhova Tel: 416.869.5230 Fax: 416.947.0866 Email: mkonyukhova@stikeman.com</p>
<p>ZELLERS INC. 401 Bay Street Suite 500 Toronto, Ontario MSH 2Y4</p> <p>-and-</p> <p>ZELLERS INC. 401 Bay Street Suite 600 Toronto, Ontario MSH 2Y4</p> <p>-and-</p> <p>ZELLERS INC. Legal Services, 3rd Flr. 698 Lawrence Ave. W. Toronto, Ontario M6A 3A5</p>	<p>General Manager, Legal Services</p>
<p>HUDSON'S BAY COMPANY Legal Services, 3rd Flr. 698 Lawrence Ave. W. Toronto, Ontario M6A 3A5</p>	<p>General Manager, Legal Services</p>
<p>PINE CENTRE HOLDINGS INC. 40 University Ave., Suite 1200 Toronto, ON M5J 1T1</p>	
<p>SAHALI CENTRE MALL, LTD. 910-294 Portage Avenue Winnipeg, MB R3C 0B9</p>	<p>President</p>
<p>MAIR JENSEN BLAIR LLP 700-275 Lansdown Street Kamloops, BC V2C 6H6</p> <p>Counsel to Sahali Centre Mall, Ltd.</p>	<p>Murray Weeres Tel: 250.372.4964 Email: mew@mjblaw.com</p>

BEREZAN MANAGEMENT, LTD. 210, 8399-200th Street Langley, BC V2Y 3C2	
COMMERCE CAPITAL INC. 912-294 Portage Avenue Winnipeg, MB R3C 0B9	Theresa Charne
INTERCITY CENTRE HOLDINGS INC. 40 University Ave. Suite 1200 Toronto, ON M5J 1T1	
UNIVERSITY OF GUELPH 25 University Ave. E. Guelph, ON N1G 1M8	Director of Real Estate
1532652 ONTARIO LIMITED 500 Rexdale Blvd. Suite #A100 Toronto, ON M9W 6K5	
MINISTRY OF FINANCE (ONTARIO) Office of Legal Services 33 King Street West, 6 th Floor Oshawa, ON L1H 8H5	Kevin J. O'Hara Tel: 905.433.6934 Email: kevin.ohara@fin.gov.on.ca
MINISTRY OF THE ATTORNEY GENERAL (ONTARIO) McMurtry-Scott Building 720 Bay Street, 11th Floor Toronto, ON M7A 2S9	
MINISTRY OF FINANCE (BRITISH COLUMBIA) Revenue Division P.O. Box 9417 Stn. Prov. Govt. Victoria, BC V8W 9V1	Tel: 250.387.3751 Fax: 250.387.5594
MINISTRY OF THE ATTORNEY GENERAL (BRITISH COLUMBIA) PO Box 9280 Stn Prov Govt Victoria, BC V8W 9J7	

MINISTRY OF FINANCE (ALBERTA) The Tax and Revenue Administration 9811 – 109 Street Edmonton, AB T5K 2L5	John Chiarella Tel: 780.644.4122 Fax: 780.422.3770 E-mail: john.chiarella@gov.ab.ca -and- Tel: 780.427.3044 Fax: 780.427.0348 Email: tra.revenue@gov.ab.ca
MINISTRY OF THE ATTORNEY GENERAL (ALBERTA) 9833 – 109 Street 3 rd Floor, Bowker Building Edmonton, AB T5K 2E8	
SASKATCHEWAN FINANCE Revenue Division 2350 Albert Street Regina, SK S4P 4A6	Tel: 306.787.6768 Fax: 306.787.0241
MINISTRY OF JUSTICE (SASKATCHEWAN) 355 Legislative Building Regina, SK S4S 0B3	

TABLE OF CONTENTS

TABLE OF CONTENTS

Tab	Document	Page No.
1	Notice of Motion dated May 8, 2015	1
2	Affidavit of Mark J. Wong sworn May 8, 2015	5
	Exhibit A Real Property Portfolio Sales Process	22
	Exhibit B Lease Transfer Agreement dated May 6, 2015	46
3	Blackline comparing Draft Order (Lease Transfer Agreement) to Model Order	130
4	Draft Order (Lease Transfer Agreement)	145

TAB 1

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

Applicants

NOTICE OF MOTION

**(Motion for Approval of Lease Transfer Agreement with
Lowe's Companies Canada, ULC)**

The Applicants will make a motion before a judge of the Ontario Superior Court of Justice (Commercial List) on May 20, 2015 at 8:30 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 4 of the Motion Record, *inter alia*, approving the Lease Transfer Agreement entered into as of May 6, 2015 between Lowe's Companies Canada, ULC ("**Lowe's**") and Target Canada Co. ("**TCC**"), and vesting TCC's right, title and interest in and to the Subject Assets (as defined in the Lease Transfer Agreement) in Lowe's.
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 *Companies’ Creditors Arrangement Act* (“**CCAA**”) pursuant to the Initial Order of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) 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, as assignor, and Lowe’s, as assignee, have entered into the Lease Transfer Agreement, pursuant to which TCC has agreed to sell to Lowe’s all of TCC’s rights, title and interest in TCC’s leases and certain other ancillary assets in respect of the following thirteen properties: Intercity Shopping Centre (Thunder Bay, ON), Nanaimo North Town Centre (Nanaimo, BC), Milton Mall Shopping Centre (Milton, ON), Centrepoint Mall (North York, ON), RioCan St. Laurant (Ottawa, ON), Prince George (Prince George, BC), Northgate Mall (Regina, SK), Shoppers World Danforth (Toronto, ON), Shoppes at Shawnessy (Calgary, AB), Burlington Mall (Burlington, ON), Abbotsford Power Centre (Abbotsford, BC), Signal Hill Centre (Calgary, AB) and Victoria Tillicum (Victoria, BC);
5. The process leading to the Lease Transfer Agreement was fair and reasonable in the circumstances and was approved by the Monitor;
6. The consideration to be received in the transaction is fair and reasonable;
7. The Lease Transfer 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 sworn May 8, 2015 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.

May 8, 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)
Shawn Irving (LSUC #: 50035U)
Robert Carson (LSUC #: 57364H)

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

Lawyers for the Applicants

Matter No: 1159785

TAB 2

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**

APPLICANTS

**AFFIDAVIT OF MARK J. WONG
(Sworn May 8, 2015)**

**(Motion for Approval of Lease Transfer Agreement
with Lowe's Companies Canada, ULC)**

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 brought by the Applicants and Partnerships listed on Schedule A (the “**Target Canada Entities**”) seeking an Order, substantially in the form attached to the Motion Record, approving the Lease Transfer Agreement between TCC, as assignor, and Lowe’s Companies Canada, ULC (“**Lowe’s**”), as assignee (the “**Lease Transfer Agreement**”), relating to the leases held by TCC at the following thirteen properties (collectively the “**Thirteen Leases**”):

Property	City
Intercity Shopping Centre	Thunder Bay, ON
Nanaimo North Town Centre	Nanaimo, BC
Milton Mall Shopping Centre	Milton, ON
Centrepont Mall	North York, ON
RioCan St. Laurent	Ottawa, ON
Prince George	Prince George, BC
Northgate Mall	Regina, SK
Shoppers World Danforth	Toronto, ON
Shoppes at Shawnessy	Calgary, AB
Burlington Mall	Burlington, ON
Abbotsford Power Centre	Abbotsford, BC
Signal Hill Centre	Calgary, AB
Victoria Tillicum	Victoria, BC

3. The consideration that TCC will receive in this proposed transaction is approximately CDN \$26.25 million. The Target Canada Entities have consulted with TCC’s financial advisor, Lazard Frères & Co. LLC (“**Lazard**”), and have formed the view that this consideration is likely to be greater than the consideration that TCC could have expected to

receive if it had attempted to sell these assets individually in the auction. In the circumstances, an *en bloc* transaction is expected to maximize the collective value of these assets.

4. Under the terms of the Lease Transfer Agreement, Lowe's has agreed to use reasonable commercial efforts to obtain any required consents to the assignment of the Thirteen Leases from the relevant landlords and any required amendments to the Thirteen Leases to permit Lowe's contemplated use and operation at the various properties. Lowe's has also agreed to use reasonable commercial efforts to obtain any necessary waivers or consents from any third party retailers that hold rights that may prohibit or restrict Lowe's contemplated use and operation of the property. It is my understanding that discussions between Lowe's and the landlords regarding these issues are ongoing.

5. If all required consents, amendments, waivers or Non-Disturbance Agreements cannot be obtained in respect of any particular Lease or Leases, the Parties have agreed to complete the Transaction on the Closing Date in accordance with the Lease Transfer Agreement with respect to the balance of the Leases. In such event: (a) the Lease Transfer Agreement will be deemed to be amended to delete the Lease or Leases from the Lease Transfer Agreement for which a consent, amendment, third party waiver, or Non-Disturbance Agreement has not been obtained; and (b) the Purchase Price will be reduced by the amount of the Purchase Price allocated to such Lease(s) as set out in Schedule "D" to the Lease Transfer Agreement.

6. The Target Canada Entities believe that the transaction with Lowe's is in the best interests of the Target Canada Entities and their stakeholders and the consideration to be paid in respect of the transaction is fair and reasonable. The same consideration might not have been

available if the assets had gone to an auction or if the assets had not been a part of an *en bloc* transaction with Lowe's.

7. It is my understanding that the Monitor approved the process that has been followed by TCC and Lazard, and supports the Target Canada Entities' motion seeking approval of the Lease Transfer Agreement.

Description of the Subject Properties

8. The leases which are the subject of the Lease Transfer Agreement are in respect of the following properties as summarized in the following chart:

Property	City	Landlord Entities	Size of Store (square feet)	Lease Expiration	Options Remaining, Outside Expiration
Intercity Shopping Centre	Thunder Bay, ON	Morguard REIT	99,153 2 levels	11/04/2023	10 options, 11/02/2073
Nanaimo North Town Centre	Nanaimo, BC	Properties Corp. & NNTC Equities, Inc.	125,304, 1 level	4/06/2022	15 options, 4/06/2097
Milton Mall Shopping Centre	Milton, ON	Bentall Kennedy LP	114,154, 1 level	8/31/2023	10 options, 8/31/2073
Centrepoint Mall	North York, ON	Morguard REIT	88,619, 2 levels	8/20/2020	11 options, 4/30/2074
RioCan St. Laurent	Ottawa, ON	Riocan Holdings, Inc.	103,096, 1 level	2/11/2023	12 options, 2/11/2078
Prince George	Prince George, BC	Morguard REIT	118,963 1 level	5/31/2023	10 options, 5/31/2073
Northgate Mall	Regina, SK	Westdale Properties	118,414, 1 level	9/30/2027	10 options, 9/30/2077

Property	City	Landlord Entities	Size of Store (square feet)	Lease Expiration	Options Remaining, Outside Expiration
Shoppers World Danforth	Toronto, ON	Riocan Holdings, Inc.	135,037, 1 level	11/27/2019	2 options, 11/27/2029
Shoppes at Shawnessy	Calgary, AB	Riocan Holdings, Inc.	126,991, 1 level	3/24/2016	16 options; 3/24/2096
Burlington Mall	Burlington, ON	Riocan Holdings, Inc.	121,355 2 levels	10/15/2023	5 options, 10/15/2073
Abbotsford Power Centre	Abbotsford, BC	Riocan Holdings, Inc.	124,247, 1 level	2/25/2023	11 options, 2/22/2073
Signal Hill Centre	Calgary, AB	Riocan Holdings, Inc.	123,146, 1 level	9/07/2017	16 options, 9/07/2097
Victoria Tillicum	Victoria, BC	Riocan Holdings, Inc.	122,185, 2 levels	1/18/2018	16 options, 1/18/2098

Background regarding the Real Property Portfolio Sales Process

9. 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) (the “Court”) 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.

10. On February 11, 2015, the Court approved the Real Property Portfolio Sales Process by which the Target Canada Entities, with the assistance of TCC’s financial advisor,

Lazard, and the Monitor, are seeking to sell all or substantially all of TCC's leases and real property under the supervision of the Court and the Monitor. A copy of the Real Property Portfolio Sales Process is attached as Exhibit "A".

11. A comprehensive description of the Real Property Portfolio Sales Process is set out in my affidavits dated January 29 and February 9, 2015.

12. 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 leases and properties, one or more auctions in which all Qualified Bidders are 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.

13. The current status of the Real Property Portfolio Sales Process is described in detail in my Affidavit sworn May 4, 2015 (in support of the Target Canada Entities' stay extension motion) and in the Eighth Report of the Monitor dated April 30, 2015. Except where

so stated, capitalized terms not otherwise defined herein have the meaning ascribed to them in that Affidavit or in the Lease Transfer Agreement.

Background to Lowe's' Bid

14. Commencing in early February, Lazard contacted approximately 360 prospective purchasers and provided most of them with a “teaser” document outlining the process and providing a form of confidentiality agreement. TCC entered into confidentiality agreements with approximately 70 different parties, all of whom received select access to an electronic data room containing information relating to TCC’s real estate portfolio and a confidential information memorandum (“**CIM**”) describing the opportunity. The Thirteen Leases were described in the CIM.

15. In March 2015, 56 letters of intent (“**LOIs**”) were submitted by interested third parties (including landlords) across TCC’s lease portfolio. Lazard thereafter engaged in discussions with interested parties about the properties in TCC’s lease portfolio – irrespective of whether LOIs were received – and facilitated and participated in certain calls between landlords and interested third parties. Lazard actively encouraged the submission of Qualified Bids or other offers. During this period, Lazard had numerous discussions with Lowe’s and other interested parties about the Thirteen Leases (among other properties) in an effort to secure Qualified Bids or other offers.

16. On April 23, 2015, Lowe’s submitted a Qualified Bid in respect of seventeen TCC leases, including the Thirteen Leases, in which Lowe’s offered to purchase and assume from TCC all of TCC’s right, title and interest in the leases that were the subject of the Qualified

Bid together with certain ancillary assets, on the terms and conditions set out in Lowe's proposed form of lease transfer agreement. As discussed below, Lowe's Qualified Bid included four leases that were not ultimately included in the Lease Transfer Agreement.

17. Following the Qualified Bid deadline, Lazard continued to negotiate with Lowe's to see if a transaction could be consummated. Lazard and the Target Canada Entities, in consultation with the Monitor, considered whether it would be more advantageous to complete a transaction before the auction in respect of some or all of the leases that were the subject of Lowe's Qualified Bid.

18. Over the course of these negotiations, TCC and Lowe's, in consultation with Lazard, agreed to narrow the number of TCC leases that were the subject of the Lease Transfer Agreement from seventeen down to the Thirteen Leases. My understanding is that the decision to reduce the number of leases that Lowe's would ultimately acquire was based in part on Lazard's assessment that TCC likely stood to realize a greater overall return on its lease portfolio by pursuing alternate transactions with other third parties that involved certain of the seventeen leases that formed Lowe's original Qualified Bid, among other considerations.

19. As a part of the process that led to the execution of the Lease Transfer Agreement, I understand Lazard has continued to facilitate discussions and negotiations between Lowe's and the landlords of each of the Properties in respect of the Thirteen Leases regarding landlord consents to the assignment of the Thirteen Leases and regarding amendments to certain of the Thirteen Leases as required in order for Lowe's to use the respective Premises for its purposes. In addition, I understand Lazard facilitated discussions regarding restrictive covenants in agreements between the landlords and certain third parties, which may impact Lowe's ability

to operate at the Premises. It is my understanding that discussions between Lowe's and the landlords regarding these issues are ongoing.

20. After considering the lease portfolio in its totality and other information then at hand, including the interest being expressed by other third parties (including landlords) and the consideration being offered (which was all or nothing, and significant for the estate), and having regard to Lowe's insistence that the Thirteen Leases be removed from the auction process, TCC elected to enter into a transaction with Lowe's for the Thirteen Leases in advance of the auction. In the view of TCC and Lazard, the purchase price being offered was fair and reasonable in the circumstances.

21. In arriving at this decision, the Target Canada Entities took into consideration that Qualified Bids for certain of the Thirteen Leases had been received from other third parties, and assessed whether TCC could realize a greater total aggregate return on these assets by proceeding to auction and potentially pursuing separate transactions in respect of these assets. However, the financial value of Lowe's *en bloc* offer for the Thirteen Leases exceeded any competing bids from third parties in respect of certain of those Thirteen Leases. In addition, Lowe's made clear that while it had agreed to reduce its Qualified bid from seventeen down to the Thirteen Leases, its offer for the Thirteen Leases was conditional on an *en bloc* sale. However, if certain of the Thirteen Leases cannot be included in the transaction as a result of issues relating to landlord consents, lease amendments, third party waivers or Non-Disturbance Agreements, the Lease Transfer Agreement provides that one or more Leases may be deleted and the transaction will proceed with respect to the balance of the Leases, with an agreed-upon reduction to the Purchase Price.

22. Given Lowe's position, and in light of the value of the respective Qualified Bids for certain of the Thirteen Leases received from the other third parties, TCC and Lazard formed the view that the total aggregate consideration from a transaction with Lowe's for all of the Thirteen Leases would likely be greater than the consideration that TCC could expect to receive if it attempted to sell certain of the leases individually at auction.

23. Other important benefits of the transaction with Lowe's that TCC and Lazard considered include the following:

- (a) Lowe's has represented that it has the financial ability to close the transaction and is otherwise qualified to perform its obligations under each of the Thirteen Leases that it will assume from TCC; and
- (b) The assignment of the Thirteen Leases to Lowe's will minimize the amount of time that the Premises remain vacant.

24. As indicated above, it is my understanding that the Monitor approved the process leading up to the proposed transaction and supports the Target Canada Entities' motion seeking approval of the Lease Transfer Agreement.

The Lease Transfer Agreement

25. On May 6, 2015, TCC and Lowe's entered into the Lease Transfer Agreement in respect of the Thirteen Leases, a copy of which is attached as Exhibit "B". The Lease Transfer Agreement provides for, among other things, the following:

- (a) Lowe's will pay the Purchase Price of CDN \$26,250,000.00, subject to certain adjustments as set out in the Lease Transfer Agreement. The adjustments will be final, which allows for final settlement of all of TCC's obligations relating to the Twelve Leases and provides certainty of result.
- (b) Lowe's has paid a Deposit of CDN \$2,625,000.00 to be held by the Monitor, as escrow agent. Lowe's has also paid an additional \$250,000.00 on account of the Deposit (the "**Excess Deposit**") from its original LOI. Upon Closing, the Deposit will be paid to TCC and applied to the Purchase Price. If the Closing does not occur by reason of a breach by Lowe's of any of its representations, warranties or covenants or other default of Lowe's, the full amount of the Deposit together with all accrued interest earned thereon will become the property of TCC on account of damages to compensate it for the expenses incurred and the delay caused and opportunities foregone as a result of the failure of the Transaction to close. Otherwise, if the Transaction does not close, the Monitor shall return the Deposit to Lowe's. The treatment of the Deposit and the Excess Deposit is subject to certain terms arising from the possibility that one or more Leases may be removed from the Transaction, as described in greater detail below.
- (c) Lowe's will use reasonable commercial efforts to obtain the consent of the Landlords to the assignment of the Leases (to the extent such consent is required by the Leases) (the "**Landlord Consents**"), and to obtain the agreement of the Landlords to make certain amendments to the Leases (the

“**Lease Amendments**”). Lowe’s will also use reasonable commercial efforts to obtain any required waivers from any third party retailers who hold rights that prohibit or restrict Lowe’s contemplated use and operation of the Premises (the “**Third Party Waivers**”), provided that no Third Party Waivers will permit the operation of such Premises for the sale of automotive parts and supplies, sporting goods, work wear and industrial wear (subject to certain exceptions) or the operation of an automotive service centre, gas bar or car wash.

- (d) In the event that Lowe’s is unable to obtain a Landlord Consent, a Lease Amendment and/or a Third Party Waiver with respect to a particular Lease, or obtain a Non-Disturbance Agreement from the relevant landlords where TCC’s leasehold interest on the Property is subject to a mortgage that has priority over such Lease, on or before the date that is fifteen days prior to the Outside Date, the Parties will complete the Transaction on the Closing Date in accordance with the Lease Transfer Agreement with respect to the balance of the Leases. In such event: (a) the Lease Transfer Agreement will be deemed to be amended to delete the Lease or Leases from the Lease Transfer Agreement for which a Landlord Consent, Lease Amendment, Third Party Waiver or Non-Disturbance Agreement has not been obtained; and (b) the Purchase Price will be reduced by the amount of the Purchase Price allocated to such Lease as set out in Schedule “D”, as reflected in the following chart:

Property	Proposed Allocation
Intercity Shopping Centre	\$250,000
Nanaimo North Town	\$500,000

Property	Proposed Allocation
Centre	
Milton Mall Shopping Centre	\$1,500,000
Centrepoint Mall	\$2,500,000
RioCan St. Laurent	\$500,000
Prince George	\$500,000
Northgate Mall	\$250,000
Shoppers World Danforth	\$125,000
Shoppes at Shawnessy	\$7,000,000
Burlington Mall	\$2,000,000
Abbotsford Power Centre	\$125,000
Signal Hill Centre	\$9,000,000
Victoria Tillicum	\$2,000,000

- (e) In the event that the Lease Transfer Agreement is amended to delete a Lease in the manner described above, the Deposit will be dealt with as follows:
- (i) If the Purchase Price for the balance of the Leases to be transferred equals or exceeds \$2,625,000, the Deposit and Excess Deposit will be applied on Closing in satisfaction of the Purchase Price with any of the unused Excess Deposit in excess over the Purchase Price will be returned to Lowe's; or
 - (ii) If the Purchase Price paid by Lowe's on Closing for the balance of the Leases is less than \$2,625,000, then the Deposit will be applied in

satisfaction of the Purchase Price, with the remaining unused Deposit released to TCC, and the Excess Deposit returned to Lowe's.¹

- (f) On the Closing Date, subject to the removal of any Lease(s) from the Lease Transfer Agreement (as described above), Lowe's will acquire all of TCC's right, title and interest in and to the Subject Assets, including an assignment and assumption of the Leases, on the terms and conditions set out in the Lease Transfer Agreement.
- (g) The Lease Transfer Agreement and the Transaction contemplated therein are subject to the Court issuing the proposed Approval and Vesting Order and the Monitor issuing the Monitor's Certificate.
- (h) Lowe's will use commercially reasonable efforts to obtain Competition Act Approval, and the Lease Transfer Agreement and the Transaction contemplated therein are subject to Lowe's obtaining Competition Act Approval in respect of the purchase and sale of the Subject Assets on or before the Outside Date.
- (i) The Closing will take place on the date that is the later of: (i) two Business Days following the date that Lowe's obtains Competition Act Approval; and (ii) the first Business Day following the date that is 21 days following the

¹ The Lease Transfer Agreement provides that, for greater certainty, this provision continues to apply if the Purchase Price paid on Closing would otherwise be \$0 as a result of the Lease Transfer Agreement being amended in respect of all of the Leases in the manner set out in section 5.3(f) of the Lease Transfer Agreement, in which case \$2,625,000.00 will be deducted from the Deposit and released to TCC and the Excess Deposit will be returned to Lowe's.


issuance of the Approval and Vesting Order provided that no appeals or motions to set aside or vary the Approval and Vesting Order are outstanding, or on such other date as may be agreed upon in writing by the Parties.

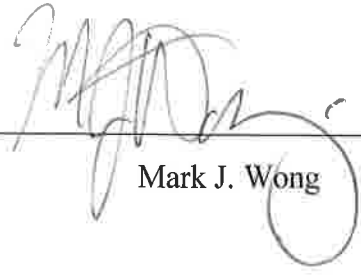
- (j) TCC will be responsible for payment of any costs that must be paid by TCC to a landlord in respect of a Lease in order for TCC, subject to the terms of the Initial Order, not to be in default of the financial terms of the Lease.
- (k) Subject to the terms of the Lease Transfer Agreement, Lowe's is accepting and assuming the Leases on an "as is, where is" basis. Lowe's has received a copy of the Leases and is familiar with the terms, agreements, covenants, obligations and conditions therein. Lowe's will be solely responsible for attempting to obtain the agreement of any Landlord to amend a Lease as may be required by Lowe's to allow Lowe's to use the respective Premises for its purposes. There is no rent free period or fixturing period under the Leases, except those specifically agreed to by a Landlord pursuant to the terms of an Amending Agreement, and neither TCC nor the Landlords have any responsibility to pay any form of tenant inducement, tenant allowance, or other lease-takeover payment to Lowe's.
- (l) Lowe's covenants, as of and from the Closing Date, to assume, discharge, perform and fulfill all the obligations and liabilities on the part of TCC with respect to the Leases.

- (m) TCC is solely responsible for attempting to obtain the agreement of any Landlord to such releases which TCC, may in its sole, unfettered and unreviewable discretion, desire to pursue.

26. For all of the foregoing reasons, the Target Canada Entities believe that approval of the Lease Transfer Agreement is in the best interests of the Target Canada Entities and their stakeholders.

SWORN BEFORE ME at the City of Toronto, on the 8th day of May, 2015.


 Commissioner for taking Affidavits
 Stephanie Henry


 Mark J. Wong

*Stephanie Jasodra Henry,
 a Commissioner, etc., Province of
 Ontario, while a Student-at-Law.
 Expires March 22, 2016.*


SCHEDULE A**Partnerships**

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

TAB A

THIS IS EXHIBIT "A" TO THE
AFFIDAVIT OF MARK J. WONG

SWORN MAY 8, 2015



Commissioner for Taking Affidavits

Stephanie Henry

Stephanie Jasodra Henry,
a Commissioner, etc., Province of
Ontario, while a Student-at-Law.
Expires March 22, 2016.

REAL PROPERTY PORTFOLIO SALE PROCESS

Introduction

On January 15, 2015, Target Canada Co. (the “**Company**”) and those parties listed in Schedule “A” (collectively, the “**Applicants**”) sought and obtained protection under the *Companies’ Creditors Arrangement Act* (the “**CCAA**”) pursuant to an initial order (as amended, restated or varied from time to time, the “**Initial Order**”) granted by the Ontario Superior Court of Justice (Commercial List) (the “**Court**”). Alvarez & Marsal Canada Inc. was appointed as monitor in the CCAA proceedings (in such capacity, the “**Monitor**”).

On January 29, 2015, the Applicants served a motion seeking an order for the approval of a sale process (as same may be amended from time to time, the “**Real Property Portfolio Sales Process**”) under the supervision of the Court and the Monitor and in accordance with the procedures set forth herein (as same may be amended from time to time, the “**Sales Process Procedures**”).

The purpose of this Real Property Portfolio Sales Process is to seek Sale Proposals from Qualified Bidders and to implement one or a combination of them in respect of the Leases and the Real Property, which implementation may include sales, dispositions, assumptions, assignments, disclaimers, terminations, or other transaction forms.

On February 11, 2015, the Court entered an order approving the Real Property Portfolio Sales Process and the Sales Process Procedures (the “**Sales Process Order**”). Accordingly, the following Sales Process Procedures shall govern the Real Property Portfolio Sales Process.

This Real Property Portfolio Sales Process describes, among other things: (a) the Leases and the Real Property available for sale; (b) the manner in which prospective bidders may gain access to due diligence materials concerning the Leases and the Real Property; (c) the manner in which bidders and bids become Competing Bidders or Qualified Bidders and Competing Bids or Qualified Bids, respectively; (d) the manner in which Competing Bidders submit Stalking Horse Bids; (e) the manner in which Stalking Horse Bids, if any, become Selected Stalking Horse Bids; (f) the receipt, evaluation and negotiation of bids received; (g) the ultimate selection of one or more Successful Bidders and Backup Bidders; and (h) the process for obtaining such approvals (including the approval of the Court) as may be necessary or appropriate in respect of a Successful Bid, Backup Bid or Qualified Bid, as applicable.

Defined Terms

1. The following capitalized terms have the following meanings when used in this Real Property Portfolio Sales Process:
 - (a) “**Applicants**” is defined in the introduction hereto.
 - (b) “**Approval Motion**” is defined in paragraph 38.
 - (c) “**Auctions**” is defined in paragraph 32.

- 2 -

- (d) "Backup Bid" is defined in paragraph 33(h).
- (e) "Backup Bidder" is defined in paragraph 33(h).
- (f) "Baseline Bid" is defined in paragraph 33(d)(i).
- (g) "Break Fee" is defined in paragraph 25(b).
- (h) "Broker" means Northwest Atlantic Canada, Inc.
- (i) "Business Day" means a day (other than Saturday or Sunday) on which banks are generally open for business in Toronto, Ontario.
- (j) "CA" means a confidentiality agreement in form and substance satisfactory to the Company, in consultation with the Monitor.
- (k) "CCAA" is defined in the introduction hereto.
- (l) "CCAA Charges" means the Administration Charge, the KERP Charge, the Directors' Charge, the Financial Advisor Subordinated Charge and the DIP Lender's Charge (as such terms are defined in the Initial Order) together with any other charges approved by the Court.
- (m) "Claims and Interests" is defined in paragraph 4.
- (n) "Company" is defined in the introduction hereto.
- (o) "Competing Bid" is defined in paragraph 18.
- (p) "Competing Bidder" means a bidder that submits a Competing Bid.
- (q) "Confidential Information Memorandum" is defined in paragraph 9.
- (r) "Court" is defined in the introduction hereto.
- (s) "Deposit" is defined in paragraph 29(l).
- (t) "DIP Lender" means Target Corporation.
- (u) "Expense Reimbursement" is defined in paragraph 25(b).
- (v) "Financial Advisor" means Lazard Frères & Co. LLC.
- (w) "Form of Purchase Agreement" means the form of purchase and sale agreement to be developed by the Applicants, in consultation with the Monitor and the Financial Advisor, and provided to Qualified Bidders that submit a Qualified LOI for a Sale Proposal.
- (x) "Initial Order" is defined in the introduction hereto.
- (y) "Interested Bidder" is defined in paragraph 9.

- 3 -

- (z) "Leases" means the Applicants' leasehold interests and all related rights and obligations in connection with the properties listed in Schedule "C" hereto.
- (aa) "LOI" is defined in paragraph 8.
- (bb) "Landlord LOI" means a non-binding letter of intent from a landlord for an acquisition or consensual transaction for one or more of its Leases that is submitted on or before the Phase 1 Bid Deadline.
- (cc) "Landlord Qualified Bid" means a final binding proposal from a landlord for an acquisition or consensual transaction for one or more of its Leases and which meets the requirements set out in paragraphs 29(a), (c), (d), (f), (h), (i), (j), (k) and (m).
- (dd) "Monitor" is defined in the introduction hereto.
- (ee) "Outside Backup Date" is defined in paragraph 33(h).
- (ff) "Outside Date" means June 30, 2015.
- (gg) "Phase 1" is defined in paragraph 8.
- (hh) "Phase 1 Bid Deadline" is defined in paragraph 11.
- (ii) "Phase 2" means such period of time from the Phase 1 Bid Deadline to the Approval Motion.
- (jj) "Qualified Bid" means an offer or combination of offers, in the form of a Sale Proposal or Sale Proposals, which meets the requirements of paragraph 29.
- (kk) "Qualified Bid Deadline" is defined in paragraph 27.
- (ll) "Qualified Bidder" means a bidder that submits a Qualified Bid.
- (mm) "Qualified LOI" is defined in paragraph 12.
- (nn) "Real Property" means the lands and premises described in Schedule "D" hereto.
- (oo) "Sales Process Order" is defined in the introduction hereto.
- (pp) "Sale Process Procedures" is defined in the introduction hereto.
- (qq) "Sale Proposal" means an offer to acquire or otherwise dispose of all or some of the Leases and/or the Real Property. A "Sale Proposal" may include a transaction involving the assignment and assumption, termination and/or surrender or disclaimer of a Lease or Leases.
- (rr) "Selected Stalking Horse Bid" is defined in paragraph 23.
- (ss) "Selected Stalking Horse Bidder" is defined in paragraph 23.

- 4 -

- (tt) "Stalking Horse Bid" is defined in paragraph 20.
- (uu) "Successful Bid" is defined in paragraph 33(g).
- (vv) "Successful Bidder" is defined in paragraph 33(g).
- (ww) "Targeted Outside Date" means May 15, 2015, or such later date as may be determined by the Applicants, on the consent of the Monitor, and in consultation with the Financial Advisor and the DIP Lender, provided that in no event shall such date be after June 1, 2015.
- (xx) "Teaser Letter" is defined in paragraph 6.

Supervision of the Real Property Portfolio Sales Process

2. The Monitor will supervise, in all respects, the Real Property Portfolio Sales Process and any attendant sales and, without limitation, will supervise the Financial Advisor's performance under its engagement by the Company in connection therewith. The Applicants shall assist and support the efforts of the Monitor and the Financial Advisor as provided for herein. In the event that there is disagreement or clarification required as to the interpretation or application of this Real Property Portfolio Sales Process or the responsibilities of the Monitor, the Financial Advisor or the Applicants hereunder, the Court will have jurisdiction to hear such matter and provide advice and directions, upon application of any interested person. For the avoidance of doubt, and without limiting the rights and protections afforded the Monitor under the CCAA, the Initial CCAA Order and the Sales Process Order, the terms of the Initial Order and the Sales Process Order shall govern the Monitor's role in regards to the Real Property Portfolio Sales Process.

"As Is, Where Is"

3. The sale of the Leases and the Real Property will be on an "as is, where is" basis and without representations or warranties of any kind, nature, or description by the Monitor, the Financial Advisor, the Applicants or any of their respective directors, officers, employees, advisors, professionals, agents, estates or otherwise, except and only to the extent set forth in a definitive sale agreement executed by an Applicant.
4. [intentionally deleted]

Solicitation of Interest

5. As soon as reasonably practicable, the Monitor will cause a notice of the Real Property Portfolio Sales Process (and such other relevant information which the Monitor, in consultation with the Financial Advisor and the Applicants, considers appropriate) to be published in The Globe and Mail (National Edition) and The Wall Street Journal (National Edition) and posted on the Monitor's website.
6. As soon as reasonably practicable, but in any event no more than three (3) Business Days after the issuance of the Sales Process Order, the Financial Advisor shall distribute an

initial offering summary of the Leases and the Real Property in form acceptable to the Applicants and the Monitor (the "Teaser Letter") notifying those potentially interested parties that are identified by the Financial Advisor, the Broker, the Monitor and the Applicants, each in their sole discretion, of the existence of the Real Property Portfolio Sales Process and inviting such parties to express an interest in making an offer to acquire all or some of the Leases and the Real Property in accordance with the Sales Process Procedures.

Participation Requirements

7. Unless otherwise ordered by the Court, or as otherwise determined by the Applicants, in consultation with the Monitor, each person seeking to participate in the Real Property Portfolio Sales Process must deliver to the Financial Advisor at the address specified in Schedule "B" hereto (including by email transmission):
 - (a) a letter setting forth such person's identity, the contact information for such person and full disclosure of the principals of such person; and
 - (b) an executed CA which shall include provisions whereby such person agrees to accept and be bound by the provisions contained therein.

REAL PROPERTY PORTFOLIO SALES PROCESS – PHASE 1

Phase 1 Initial Timing

8. For a period from the date of the Sales Process Order until the Phase 1 Bid Deadline ("Phase 1"), the Financial Advisor (with the assistance of the Monitor, the Applicants and the Broker) will solicit non-binding letters of intent from prospective parties to acquire one or more of the Leases and/or the Real Property (each, an "LOI").

Due Diligence

9. Subject to the provisions of paragraph 43, a confidential information memorandum (the "Confidential Information Memorandum") describing the opportunity to acquire all or some of the Leases and the Real Property will be made available by the Financial Advisor to those parties who have executed a CA (each party who executes a CA shall be deemed to be an "Interested Bidder").
10. Subject to the provisions of paragraph 43, the Financial Advisor will provide each Interested Bidder with access to an electronic data room. The Monitor, the Financial Advisor, the Broker, the DIP Lender and the Applicants make no representation or warranty as to the information: (a) contained in the Confidential Information Memorandum or the electronic data room; (b) provided through any diligence process; or (c) otherwise made available, except to the extent expressly contemplated in any definitive sale agreement executed by an Applicant.

Non-Binding Letters of Intent from Interested Bidders

11. Interested Bidders that wish to pursue a Sale Proposal must deliver an LOI to the Financial Advisor at the address specified in Schedule "B" hereto (including by email

- 6 -

transmission), so as to be received by the Financial Advisor not later than 5:00 PM (Toronto time) on or before March 5, 2015, or such later date or time as may be determined by the Applicants, on the consent of the Monitor, and in consultation with the Financial Advisor and the DIP Lender (the "Phase 1 Bid Deadline").

12. An LOI so submitted will be considered a qualified LOI for the purposes hereof (a "Qualified LOI") only if:
 - (a) it is submitted on or before the Phase 1 Bid Deadline;
 - (b) it contains an indication of whether the Interested Bidder is offering to acquire all or some of the Leases and the Real Property;
 - (c) it identifies or contains the following:
 - (i) the purchase price (or range thereof) in Canadian dollars;
 - (ii) the Leases and/or the Real Property subject to the transaction; and
 - (iii) any proposed allocation of the purchase price as between each Lease and/or Real Property;
 - (d) it provides a general description of any likely financing associated with the proposed transaction;
 - (e) it describes any additional due diligence required to be conducted during Phase 2;
 - (f) it identifies any anticipated terms or conditions of the Sale Proposal that may be material to the proposed transaction; and
 - (g) it contains such other information reasonably requested by the Applicants in consultation with the Monitor and the Financial Advisor.
13. A Landlord LOI shall be deemed to be a Qualified LOI.
14. The Applicants, with the consent of the Monitor, and in consultation with the Financial Advisor, may waive compliance with any one or more of the requirements specified above (other than those in (c) and (d)) and deem such non-compliant bids to be a Qualified LOI. However, for the avoidance of doubt, the completion of any Sale Proposal shall be subject to the approval of the Court and the requirement of such approval may not be waived.

Assessment of Qualified LOIs and Continuation or Termination of Real Property Portfolio Sales Process

15. Within five (5) Business Days following the Phase 1 Bid Deadline, or such later date as may be determined by the Applicants, with the consent of the Monitor, and in consultation with the Financial Advisor, the Applicants will, in consultation with the Financial Advisor and the Monitor, assess the Qualified LOIs received during Phase 1, if any, and will determine whether there is a reasonable prospect of obtaining a Qualified

- 7 -

Bid. For the purpose of such consultations and evaluations, the Monitor or the Financial Advisor may request clarification of the terms of any Qualified LOI submitted by an Interested Bidder.

16. In assessing the Qualified LOIs submitted in Phase 1, the Applicants, following consultation with the Monitor and the Financial Advisor will consider, among other things, the following:
- (a) the form and amount of consideration being offered;
 - (b) the effect of accepting Sale Proposals which are not on an en bloc basis;
 - (c) the financial capability of the Interested Bidder to consummate the proposed transaction;
 - (d) the financial and other capability of the Interested Bidder to perform, observe and comply with the terms (including payment and other obligations) of the applicable Leases(s);
 - (e) the anticipated conditions to closing of the proposed transaction (including any required regulatory and landlord approvals);
 - (f) the estimated time required to complete the proposed transaction and whether, in the Applicants' reasonable business judgment, in consultation with the Monitor and the Financial Advisor, it is reasonably likely to result in the execution of a definitive agreement on or before the Targeted Outside Date; and
 - (g) such other criteria as the Applicants may, in consultation with the Monitor and the Financial Advisor, determine.
17. If one or more Qualified LOIs are received and the Applicants, with the consent of the Monitor, and in consultation with the Financial Advisor, determine that there is a reasonable prospect of obtaining a Qualified Bid, the Applicants shall continue the Real Property Portfolio Sales Process as set forth herein.

PHASE 2

Due Diligence

18. Each Interested Bidder that: (a) submits a Qualified LOI; and (b) is not eliminated from the Real Property Portfolio Sales Process by the Applicants, following consultation with the Financial Advisor and the Monitor, and after assessing whether such Qualified LOI meets the criteria in paragraph 16 herein, may be invited by the Applicants to participate in Phase 2 (each such bidder, a "Competing Bidder").
19. Subject to the provisions of paragraph 43, the Financial Advisor will provide each Competing Bidder with access to additional due diligence materials and information relating to the Leases and Real Property as the Applicants, in their reasonable business

- 8 -

judgment and in consultation with the Financial Advisor and the Monitor, determine appropriate, including all guarantees and indemnities by any person, and information or materials reasonably requested by Competing Bidders.

Stalking Horse Bids from Competing Bidders

20. The Applicants, in their reasonable business judgment, on consent of the Monitor, and in consultation with the Financial Advisor, may select one or more bids from Competing Bidders to serve as Selected Stalking Horse Bids. Paragraphs 20 to 26 apply only in the event one or more such bids is so selected to serve as a Selected Stalking Horse Bid. Any Competing Bidder that wishes to submit a stalking horse bid (a "Stalking Horse Bid") must deliver a Qualified Bid in accordance with paragraph 29, as applicable, to the Financial Advisor at the address specified in Schedule "B" hereto (including by email transmission) so as to be received by it not later than 5:00 pm (Toronto time) on or before March 26, 2015, or such later date or time as may be determined by the Applicants on the consent of the Monitor and in consultation with the Financial Advisor and the DIP Lender (the "Stalking Horse Bid Deadline").
21. The Applicants, in consultation with the Financial Advisor and the Monitor, will review and evaluate each Stalking Horse Bid in accordance with the criteria set out in paragraph 31(b) for the review of Qualified Bids, and, with the consent of the Monitor and in consultation with the Financial Advisor, may waive compliance with any one or more of the requirements with respect to Qualified Bids specified herein which are applicable to any Stalking Horse Bid(s).
22. If one or more Stalking Horse Bids is received, the Applicants, exercising their reasonable business judgment, on consent of the Monitor and in consultation with the Financial Advisor, may select the Stalking Horse Bid(s) it considers most favourable and shall negotiate and attempt to settle the terms of a definitive agreement in respect of such Stalking Horse Bid(s).
23. A definitive agreement negotiated and settled in respect of a Stalking Horse Bid as selected by the Applicants on the consent of the Monitor will be a "Selected Stalking Horse Bid" hereunder and the person(s) who made the Selected Stalking Horse Bid will be a "Selected Stalking Horse Bidder" hereunder. For greater certainty, the Applicants may select more than one Selected Stalking Horse Bid on the consent of the Monitor; provided, however, that only one Selected Stalking Horse Bid may be selected in respect of any particular Lease and/or Real Property.
24. For the avoidance of doubt, the Applicants reserve the right, taking into account all other factors set forth herein (including execution risk), to choose, on the consent of the Monitor, one or more successful bidders as Selected Stalking Horse Bidders that did not offer the highest purchase price for the Leases and/or the Real Property.
25. The Applicants may grant, on consent of the Monitor and in consultation with the Financial Advisor, each Selected Stalking Horse Bidder, the following bid protections:

- 9 -

- (a) a Break Fee not to exceed 3.0% of the negotiated purchase price of the applicable Leases and/or the Real Property (the "Break Fee"); and/or
 - (b) an expense reimbursement of documented and reasonable out of pocket costs in pursuing the opportunity to consummate a Sale Proposal to a maximum amount of \$150,000 in the aggregate (the "Expense Reimbursement").
26. A Selected Stalking Horse Bidder shall only be entitled to payment of a Break Fee and/or an Expense Reimbursement, as applicable, if and when the Applicants consummate a transaction for the applicable Leases and/or Real Property with a Successful Bidder or a Backup Bidder, neither of which is the Selected Stalking Horse Bidder.

Qualified Bids

27. The deadline for submission of bids to be considered for the sales of Lease(s) and/or Real Property (the "Qualified Bids") shall be April 23, 2015, or such later date or time as may be determined by the Applicants on the consent of the Monitor and in consultation with the Financial Advisor and the DIP Lender (the "Qualified Bid Deadline").
28. A Landlord Qualified Bid shall be deemed to be a Qualified Bid.
29. Any Competing Bidder (other than a Selected Stalking Horse Bidder, which, for the avoidance of doubt, is deemed to be a Qualified Bidder) who wishes to become a Qualified Bidder must submit a Qualified Bid satisfying the conditions set forth below for the applicable Lease(s) and/or Real Property:
- (a) it is received by the Qualified Bid Deadline;
 - (b) it is a final binding proposal in the form of a duly authorized and executed purchase agreement, including the purchase price for the Leases and/or the Real Property proposed to be acquired, based on the Form of Purchase Agreement and accompanied by a clean Word version and a blacklined mark-up of the Form of Purchase Agreement showing amendments and modifications made thereto, together with all exhibits and schedules thereto, and such ancillary agreements as may be required by the Competing Bidder with all exhibits and schedules thereto;
 - (c) it is irrevocable until the earlier of: (i) the approval by the Court of a Successful Bid, and (ii) 28 days following the Qualified Bid Deadline, provided that if such bidder is selected as the Successful Bidder, its offer will remain irrevocable until the closing of its Successful Bid;
 - (d) it includes an irrevocable commitment of the Competing Bidder to serve as the Backup Bidder in accordance with the Sale Process Procedures;
 - (e) it includes written evidence of a firm, irrevocable commitment for financing, or other evidence of ability to consummate and perform the proposed transaction, and to meet all of the financial obligations under the Lease(s) that will allow the Monitor, in consultation with the Financial Advisor and the Applicants, to make a reasonable determination as to the Competing Bidder's financial and other

- 10 -

capabilities to consummate and perform the transaction contemplated by its Qualified Bid;

- (f) it lists the Leases and/or the Real Property to be subject to the bid and an allocation of the purchase price on a property by property basis;
- (g) it includes details of any amendments which such Competing Bidder seeks to any such Lease(s) from the applicable landlord(s) and other non-landlord liabilities to be assumed by the Competing Bidder; for greater certainty, nothing in this Real Property Portfolio Sales Process shall be construed to (i) permit or require any amendments to the terms of any Lease(s) without the consent of the applicable landlord(s), or (ii) obligate any landlord to negotiate with a Competing Bidder regarding any such amendments;
- (h) it is not conditional upon, among other things:
 - (i) the outcome of unperformed due diligence by the Competing Bidder; or
 - (ii) obtaining financing;
- (i) it fully discloses the identity of each entity that will be sponsoring or participating in the bid, and the complete terms of such participation;
- (j) with respect to any condition to closing contained in the definitive documentation, it outlines the anticipated time frame and any anticipated impediments for obtaining such approvals;
- (k) it includes evidence, in form and substance reasonably satisfactory to the Applicants, the Monitor and the Financial Advisor, of authorization and approval from the bidder's board of directors (or comparable governing body) with respect to the submission, execution, delivery and closing of the transaction contemplated by the bid;
- (l) it is accompanied by a deposit (the "Deposit") in the form of a wire transfer (to a bank account specified by the Monitor), or such other form acceptable to the Monitor, payable to the order of the Monitor on behalf of the Applicants, in trust, in an amount equal to 10% of the purchase price for the Leases and/or the Real Property proposed to be acquired, to be held and dealt with in accordance with the terms of a definitive agreement executed by an Applicant and this Real Property Portfolio Sales Process, provided, however, that such amount may be raised or lowered for any particular Qualified Bid by the Applicants, in their reasonable business judgment and in consultation with the Monitor and the Financial Advisor;
- (m) it includes an acknowledgement and representation that the bidder: (i) has relied solely upon its own independent review, investigation and/or inspection of any documents and/or the assets to be acquired and liabilities to be assumed in making its bid; (ii) did not rely upon any written or oral statements, representations, promises, warranties or guaranties whatsoever, whether express or implied (by

- 11 -

operation of law or otherwise), regarding the assets to be acquired or liabilities to be assumed or the completeness of any information provided in connection therewith, except as expressly stated in the purchase and sale agreement; and (iii) acknowledges that the occupancy of the premises set forth in the Leases may not be available until the completion of any inventory sale at the premises; and

- (n) it contains such other information reasonably requested by the Applicants, in consultation with the Monitor and the Financial Advisor.
30. The Applicants, with the consent of the Monitor and in consultation with the Financial Advisor, may waive compliance with any one or more of the requirements with respect to Qualified Bids or Landlord Qualified Bids specified herein.
31. The Applicants, in consultation with the Financial Advisor:
- (a) may, in consultation with the Monitor, engage in negotiations with Qualified Bidders as they deem appropriate and may accept revisions to Qualified Bids, in their discretion, that are otherwise consistent with these Sales Process Procedures;
 - (b) shall, on the consent of the Monitor, determine which is the most favourable bid with respect to such Lease(s) and/or Real Property, taking into account, among other things:
 - (i) the form and amount of consideration being offered;
 - (ii) whether the Qualified Bid maximizes value for the Leases and/or the Real Property, including the effect of accepting Sale Proposals which are not on an en bloc basis;
 - (iii) the demonstrated financial capability of the Qualified Bidder to consummate the proposed transaction;
 - (iv) the conditions to closing of the proposed transaction (including any required regulatory and landlord approvals);
 - (v) the terms and provisions of any proposed transaction documentation;
 - (vi) the estimated time required to complete the proposed transaction and whether, in the Applicants' reasonable business judgment, in consultation with the Monitor and the Financial Advisor, it is reasonably likely to result in the execution of a definitive agreement on or before the Targeted Outside Date; and
 - (vii) such other criteria as the Applicants may in consultation with the Monitor and the Financial Advisor determine.

Auction Process

32. The Applicants, in consultation with the Financial Advisor and the Monitor, shall commence one or more auctions (the "Auctions") on or about April 28, 2015.

- 12 -

33. The Applicants, in consultation with the Financial Advisor and the Monitor, shall conduct Auctions on the following terms:
- (a) only Qualified Bidders for the Lease(s) and/or Real Property to be auctioned and their financial and legal advisors shall be entitled to participate in an Auction;
 - (b) the Qualified Bidders who wish to participate at an Auction must appear in person;
 - (c) official actions at any Auction shall be made on the record in the presence of a court reporter;
 - (d) the Applicants and their advisors shall, at the outset of any Auction, announce:
 - (i) the Qualified Bid(s) selected by the Applicants, in their reasonable business judgment and on the consent of the Monitor in consultation with the Financial Advisor, that are the most favourable Qualified Bid(s) as of the date thereof (the "**Baseline Bid**"); and
 - (ii) procedures for the conduct of the Auction, including, among other things, any overbid amounts;
 - (e) to make a bid at the Auction, a Qualified Bidder will modify and resubmit its Qualified Bid, which resubmission shall become its new Qualified Bid;
 - (f) subsequent bids after the Baseline Bid must be higher and better (as determined by the Applicants, in their reasonable business judgment and in consultation with the Financial Advisor and the Monitor) by at least the amount of any applicable overbids;
 - (g) the Auction shall continue until there are no further higher and better Qualified Bids (as determined by the Applicants, in their reasonable business judgment and in consultation with the Financial Advisor and the Monitor) that comply with the procedures set forth for the Auction, and such highest and best Qualified Bid at the time shall become the "**Successful Bid**" (and the person(s) who made the Successful Bid shall become the "**Successful Bidder**");
 - (h) the entity with the next-highest or otherwise second best Qualified Bid at the Auction (as determined by the Applicants, in their reasonable business judgment and in consultation with the Financial Advisor and the Monitor) shall be required to serve as a backup bidder (the "**Backup Bidder**"). The identity of the Backup Bidder and the amount and material terms of the final Qualified Bid of the Backup Bidder (the "**Backup Bid**") shall be announced by the Financial Advisor at the conclusion of the Auction concurrently with announcement of the Successful Bidder. The Backup Bidder shall be required to keep its Backup Bid open and irrevocable until the earlier of (i) 5:00 p.m. (Toronto time) on the first Business Day that is 60 days after the date of the Auction (the "**Outside Backup Date**") and (ii) the closing of the transaction with the Successful Bidder; and

- 13 -

- (i) any break fees or other fees due to a Selected Stalking Horse Bidder who is not a Successful Bidder or Backup Bidder shall be payable upon the consummation of the Successful Bid or Backup Bid, as applicable, for the applicable Leases and/or Real Property.
- 34. The Applicants, with the consent of the Monitor, and in consultation with the Financial Advisor, may modify Auction procedures at any time.
 - 35. Notwithstanding the foregoing or anything else contained herein, the Applicants reserve the right, taking into account all other factors set forth herein (including execution risk), to choose one or more bidders as Successful Bidders that did not offer the highest purchase price for the Leases and/or the Real Property.
 - 36. All Deposits will be retained by the Monitor and invested in a separate interest bearing trust account. If there is a Successful Bid, the Deposit (plus accrued interest) paid by any Successful Bidder whose bid is approved at the Approval Motion will be applied to the purchase price upon closing of the approved transaction and will be non-refundable. The Deposit (plus applicable interest) of each Qualified Bidder not selected as a Successful Bidder will be returned to such Qualified Bidder within five (5) Business Days of the date upon which the Successful Bids are approved by the Court; provided, however, that the Deposit of any Backup Bidder shall not be returned to such Backup Bidder until the earlier of (a) consummation of the Successful Bid and (b) the expiration of the Outside Backup Date. If there is no Successful Bid, subject to the following paragraph, all Deposits (plus applicable interest) will be returned to the bidders within five (5) Business Days of the date upon which the Real Property Portfolio Sales Process is terminated in accordance with the Sale Process Procedures.
 - 37. If a Successful Bidder breaches its obligations under its Qualified Bid, its Deposit shall immediately be forfeited to the Applicants without limiting any other of the Applicants' rights and remedies at law or at equity.

Approval Motion for Definitive Agreements

- 38. The Applicants will apply to the Court (the "Approval Motion") for an order approving the Successful Bid(s), or for Lease(s) and/or Real Property not subject to an Auction, the applicable Qualified Bid(s), and authorizing the Applicants to enter into any and all necessary agreements with respect to the Successful Bid(s) and Qualified Bid(s), as applicable, and to undertake such other actions as may be necessary or appropriate to give effect to the Successful Bid(s) and Qualified Bid(s), as applicable. The Approval Motion may be adjourned or rescheduled by the Applicants, in consultation with the Monitor and the DIP Lender, and without further notice by an announcement of the adjourned date at the Approval Motion. Nothing in this Real Property Portfolio Sales Process and nothing in any arrangements made during the course thereof between the Monitor and/or the Applicants on the one hand and a Successful Bidder on the other shall in any way prejudice or impair the ability of a landlord(s) to object to the Court approval of a Successful Bid.

OTHER TERMS

Approvals

39. For the avoidance of doubt, the approvals required pursuant to the terms hereof are in addition to, and not in substitution for, any other approvals required by the CCAA or any other statute or as otherwise required at law in order to implement a Successful Bid, Backup Bid or Qualified Bid, as applicable.

Amendment

40. If there is any proposed material modification to the Real Property Portfolio Sales Process by the Applicants, the Applicants will seek Court approval of such material modification on notice to the Service List. Otherwise, the Applicants retain the discretion, with the consent of the Monitor and the DIP Lender and in consultation with the Financial Advisor, to modify the Real Property Portfolio Sales Process from time to time.

DIP Lender Communications

41. The Applicants, the Monitor and the Financial Advisor will communicate and consult with the DIP Lender throughout the Real Property Portfolio Sales Process and will provide information to the DIP Lender in connection with such communications.

Monitor Updates

42. The Monitor will provide periodic updates to the Court on notice to the Service List with respect to the conduct and progress of the Real Property Portfolio Sales Process, including an update to be delivered to the Court at the conclusion of Phase I, prior to the commencement of any Auction and at the conclusion of any Auction.

Reservation of Rights

43. The Applicants, in their reasonable business judgment and in consultation with the Monitor and the Financial Advisor, may provide Interested Bidders with any diligence materials and information, including site visits, that the Applicants deem necessary and appropriate to maximize the value of Real Property Portfolio Sales Process at any time after entry of the Sale Process Order.
44. Notwithstanding anything else contained herein, at any time after entry of the Sale Process Order, the Applicants, in their reasonable business judgment and in consultation with the Financial Advisor and the Monitor may, from time to time, withdraw any Lease(s) and/or Real Property from this Real Property Portfolio Sales Process in accordance with the CCAA, the Applicants' rights under the Initial Order, or if any agreement is reached with the landlord of the relevant Lease(s).
45. The Applicants, after consultation with the Financial Advisor and on the consent of the Monitor, may reject any or all bids.

46. To the extent any notice of changes to these procedures or related dates, time, or locations is required or otherwise appropriate, the Monitor may publish such notices on the Monitor's public web site at <http://www.alvarezandmarsal.com/targetcanada> and the Applicants shall forthwith serve such notices on the Service List, and such notice shall be deemed satisfactory, subject to any other notice requirements specifically set forth herein or as required by the Court.
47. This Real Property Portfolio Sales Process does not, and will not be interpreted to, create any contractual or other legal relationship between the Applicants or the Monitor and any Qualified Bidder, other than, with respect to the Applicants, as specifically set forth in a definitive agreement that may be executed by an Applicant. At any time during the Real Property Portfolio Sales Process, the Monitor may apply to the Court for advice and directions with respect to the discharge of its power and duties hereunder.

Landlord Communications

48. The Applicants, the Monitor and the Financial Advisor will communicate with the landlords under the Leases from time to time, as appropriate, in connection with their respective interests in the Real Property Portfolio Sales Process.

Outside Date

49. If a definitive agreement with respect to a particular Lease(s) is not executed on or before June 1, 2015, any such Lease(s) that is not subject to a definitive executed agreement on or before such date (or not earlier disclaimed, which disclaimer has become effective by June 1, 2015) shall be released from the stay of proceedings and shall be disclaimed in accordance with the CCAA and the Initial Order on June 1, 2015.
50. 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.

SCHEDULE "A"Applicants

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.

Target Canada Property LLC

Target Canada Pharmacy Franchising LP

Target Canada Mobile LP

Target Canada Property LP

SCHEDULE "B"*To the Company:*

Target Canada Co.
5570 Explorer Drive
Mississauga, ON L4W 0C3

Attn: Aaron Alt
Email: aaron.alt@target.com

With a copy to:

Osler, Hoskin & Harcourt LLP
100 King Street West
1 First Canadian Place
Suite 6200, P.O. Box 50
Toronto, ON M5X 1B8

Attn: Tracy Sandler & Heather McKean
Email: tsandler@osler.com & hmckean@osler.com

To the Monitor:

Alvarez & Marsal Canada Inc., Court appointed Monitor of Target Canada Co. et al
Royal Bank Plaza , South Tower, Suite 2900
PO Box 22
Toronto ON M5J 2J1

Attn: Doug McIntosh and Bill Kosturos
Email: dmcintosh@alvarezandmarsal.com & bkosturos@alvarezandmarsal.com

With a copy to:

Goodmans LLP
Bay Adelaide Centre
333 Bay Street, Suite 3400
Toronto, Ontario M5H 2S7

Attn: Jay Carfagnini and Ken Herlin
Email: jcarfagnini@goodmans.ca & kherlin@goodmans.ca

- 2 -

To the Financial Advisor:

Lazard Freres & Co. LLC.
30 Rockefeller Plaza
New York, NY 10112

Attn: Tim Pohl & Phillip Summers
Email: tim.pohl@lazard.com & phillip.summers@lazard.com

To the Broker:

Northwest Atlantic Canada, Inc.
864 York Mills Road
Toronto, Ontario M3B 1Y4

Attn: Tim Sanderson
Email: tim@nwaretail.com

To the DIP Lender:

Target Corporation
1000 Nicollet Mall
Minneapolis, MN 55403

Attn: Corey Haaland
Email: corey.haaland@target.com

With a copy to:

Faegre Baker Daniels LLP
2200 Wells Fargo Center
90 South Seventh Street
Minneapolis, MN 55402

Attn: Dennis M. Ryan
Email: dennis.ryan@faegrebd.com

SCHEDULE "C"

Leases

<u>ID #</u>	<u>Description</u>	<u>City</u>	<u>Province</u>
3505	Bayshore Mall	Ottawa	ON
3507	Intercity Shopping Centre	Thunder Bay	ON
3508	Discovery Harbour Shopping Centre	Campbell River	BC
3509	Nanaimo North Town Centre	Nanaimo	BC
3510	Westmount Shopping Centre	London	ON
3511	Hazeldean Mall	Kanata	ON
3512	Driftwood Mall	Courtenay	BC
3516	Carrefour Richelieu	St-Jean-sur-Richelieu	QC
3519	South Hamilton Square	Hamilton	ON
3522	County Fair Mall	Smiths Falls	ON
3524	Queenston Place	Hamilton	ON
3526	Lawrence Square	Toronto	ON
3530	Sydney Shopping Centre	Sydney	NS
3533	Thames-Lea Plaza	Chatham-Kent	ON
3534	Lansdowne Centre	Richmond	BC
3538	Forest Lawn Shopping Centre	Calgary	AB
3547	Les Galeries Gatineau	Gatineau	QC
3548	Hillside Mall	Victoria	BC
3550	Uptown Centre	Fredericton	NB
3552	Westdale Mall	Mississauga	ON
3557	Scottsdale Mall	Delta	BC
3559	Five Points Mall	Oshawa	ON
3560	Lindsay Square Mall	Lindsay	ON
3561	Kingsway Garden Mall	Edmonton	AB
3564	Sherwood Park Mall	Edmonton (Sherwood Park)	AB
3565	Upper Canada Mall	Newmarket	ON
3566	Northwest Centre	Moncton	NB
3572	Milton Mall Shopping Centre	Milton	ON
3574	Prairie Mall	Grande Prairie	AB
3575	Cottonwood Mall	Chilliwack	BC
3576	Carrefour St-Georges	Saint-Georges	QC
3577	The Mall At Lawson Heights	Saskatoon	SK
3586	Haney Place Mall	Maple Ridge	BC
3590	Carrefour De L'Estrie	Sherbrooke	QC
3591	Cataraqui Town Centre	Kingston	ON
3592	Les Rivières Shopping Centre	Trois-Rivières	QC
3595	Carrefour Angrignon	Montreal	QC
3608	Cambridge Centre	Cambridge	ON
3609	Centrepoint Mall	Toronto	ON
3610	Terrarium Shopping Centre	Pointe-Claire	QC
3613	Le Carrefour Rimouski	Rimouski	QC
3614	Medicine Hat Mall	Medicine Hat	AB
3615	Tamarack Mall	Cranbrook	BC
3616	Coquitlam Centre	Coquitlam	BC
3617	Surrey Place/Central City	Surrey	BC
3623	Bramalea City Centre	Brampton	ON
3624	Bower Place	Red Deer	AB
3628	Meadowlands Shopping Centre	Ottawa-Gatineau	ON
3630	1899 Algonquin Avenue	North Bay	ON

- 2 -

3634	Place Portabello	Brossard	QC
3636	Square One	Mississauga	ON
3637	Charlottetown Mall	Charlottetown	PE
3639	Durham Centre	Ajax	ON
3642	Laurentian Power Centre	Kitchener	ON
3644	Kildonan Place Shopping Centre	Winnipeg	MB
3645	Seaway Mall	Welland	ON
3646	Erin Mills Town Centre	Mississauga	ON
3647	Galeries D'Anjou	Montreal	QC
3648	West Edmonton Mall	Edmonton	AB
3650	Corner Brook	Corner Brook	NL
3652	Bayers Lake Power Centre	Halifax	NS
3655	McAllister Place	Saint John	NB
3657	Carrefour Du Nord	Saint-Jerome	QC
3658	RioCan St. Laurent	Ottawa	ON
3663	Pickering Town Centre	Pickering	ON
3665	Orillia Square	Orillia	ON
3666	Hillcrest Mall	Richmond Hill	ON
3667	Bridlewood Mall	Scarborough	ON
3668	Shoppers World Brampton	Brampton	ON
3669	Sheridan Mall	Mississauga	ON
3670	Hopedale Mall	Oakville	ON
3671	Meadowland Power Centre	Hamilton	ON
3672	Conestoga Mall	Waterloo	ON
3677	Sudbury Supermall	Sudbury	ON
3682	Southdale Centre	Winnipeg	MB
3688	Village Green Mall	Vernon	BC
3690	Willowbrook Shopping Centre	Langley	BC
3693	Carrefour St-Eustache	Saint-Eustache	QC
3694	St. Albert Centre	St. Albert	AB
3695	Mega Centre Autoroute 13	Laval	QC
3696	Les Galeries De La Capitale	Quebec City	QC
3697	Mic Mac Mall	Halifax	NS
3698	Orchard Park Plaza	Kelowna	BC
3699	Stratford Mall	Stratford	ON
3702	Place Longueuil	Longueuil	QC
3704	Place Alexis Nihon	Westmount	QC
3705	Place Versailles Shopping Centre	Montreal	QC
3706	Masonville Place	London	ON
3707	Woodbine Centre	Toronto	ON
3708	Devonshire Mall	Windsor	ON
3709	Les Promenades Saint-Bruno	Saint-Bruno-de-Montarville	QC
3710	Bonnie Doon	Edmonton	AB
3711	Oakridge Centre	Vancouver	BC
3713	Sunridge Mall	Calgary	AB
3714	Market Mall	Calgary	AB
3715	Cloverdale Mall	Toronto	ON
3717	Metropolis At Metrotown	Burnaby	BC
3718	Les Galeries Joliette	Joliette	QC
3719	Pine Centre	Prince George	BC
3725	Galeries Chagnon	Levis	QC
3728	Northgate Mall	Regina	SK
3729	Shoppers World Danforth	Toronto	ON
3730	Pen Centre	St. Catharines	ON
3731	Bedford Place	Bedford	NS

- 3 -

3732	Cabot Square	St John's	NL
3737	Shoppes At Shawnessy	Calgary	AB
3738	Burlington Mall	Burlington	ON
3739	Abbotsford Power Centre	Abbotsford	BC
3742	East York Town Centre	Toronto	ON
3743	Place Fleur De Lys	Quebec City	QC
3744	Sahali Centre Mall	Kamloops	BC
3746	Billings Bridge Plaza	Ottawa	ON
3747	Grant Park	Winnipeg	MB
3749	Aurora Shopping Centre	Aurora	ON
3751	Gates Of Fergus	Wellington	ON
3753	Centre Mall	Hamilton	ON
3754	Signal Hill Centre	Calgary	AB
3755	Place Laurier	Quebec City	QC
3757	Clarington Town Centre	Clarington	ON
3759	Stone Road Mall	Guelph	ON
3760	Tillicum Mall	Victoria	BC
3761	Millcroft Centre	Burlington	ON
3762	Flamborough Power Centre	Hamilton	ON
3763	Shoppers Mall	Brandon	MB
3764	Place D'Orleans	Ottawa	ON
3765	Faubourg Boisbriand	Boisbriand	QC
3766	Centre At Circle & Eighth	Saskatoon	SK
3767	Taunton Road Power Centre	Whitby	ON
3768	Eglinton and Warden	Toronto	ON
3769	Place Vertu	St Laurent	QC
3770	Mill Woods Town Centre	Edmonton	AB
3772	Chinook Centre	Calgary	AB
3773	Trinity Common	Brampton	ON
7000	Centre Laval	Laval	QC
7001	RioCan Niagara Falls	Niagara Falls	ON
7002	Stockyards	Toronto	ON
7008	York Street	Toronto	ON
7325	Warehouse space	Mississauga	ON
7326	Warehouse space	Calgary	AB
7327	Warehouse space	Montreal	QC
7328	Warehouse space	Burnaby	BC
7329	Distribution Facility	Hamilton	ON
7330	Distribution Facility	Calgary	AB
7403	Office space	Oshawa	ON
7404			
7405	Office space	Burlington	ON
7406			
7407	Office space	Burnaby	BC
7408			
7409			
7410	Office space	Edmonton	AB
7411	Office space	Calgary	AB
7412	Office space	Winnipeg	MB
7413	Office space	Montreal	QC
7414			
7415			
7416	Office space	Quebec City	QC
7417	Office space	Ottawa	ON
7418	Office space	Dartmouth	NS

- 4 -

9730	Office space	Mississauga	ON
9731 7400 7401 7402 7419	Office space	Mississauga	ON

SCHEDULE "D"Real Property

<u>ID #</u>	<u>Description</u>	<u>City</u>	<u>Province</u>
7004	Park Place	Barrie	ON
7006	Candiac Power Centre	Candiac	QC
7012	Polo Park	Winnipeg	MB
7300	Distribution Facility	Milton	ON
7301	Distribution Facility	Calgary	AB
7302	Distribution Facility	Cornwall	ON