

## INDENTURE OF LEASE

THIS INDENTURE OF LEASE (this "Lease") made this 21st day of September, 2016 (the "Effective Date") by and between the following parties:

ERY RETAIL PODIUM LLC,

a limited liability company organized and existing under the laws of the State of Delaware with its mailing address for notices and a principal office at:

c/o The Related Companies, L.P.  
60 Columbus Circle  
New York, New York 10023

hereinafter referred to as "Landlord", and

[REDACTED], LLC

a limited liability company, organized and existing under the laws of the State of Delaware, with its mailing address for legal notices and a principal office at:

c/o [REDACTED]  
[REDACTED]  
[REDACTED] V6A1E1 Canada  
Attention: Real Estate Department

and a mailing address for billing notices and invoices at:

c/o [REDACTED]  
[REDACTED] Street  
Vancouver BC V6A1E1 Canada  
Attention: Accounts Payable

hereinafter referred to as "Tenant".

Tenant's Federal Tax Identification number: [REDACTED]

**ARTICLE I – Basic Terms and Definitions****Section 1.1 – Basic Terms.**

- (a) **Shopping Center:** A certain shopping center to be located on certain land (the “Land”) in the City, County and State of New York, the preliminary boundaries of which land are delineated on Exhibit A, which may include multiple points of access from the adjacent public areas and from adjacent office buildings, together with any access and use rights with respect to other areas of the Project pursuant to the Declaration of Condominium and/or any easements appurtenant thereto. Other than the Retail Area Observation Deck, the Shopping Center shall comprise all or a portion of the Retail Unit. Landlord shall advise Tenant of the name of the Shopping Center at least one hundred eighty (180) days prior to the Grand Opening Date and reserves the right to change such name from time to time in its sole discretion.
- (b) **Premises:** Subject to Section 2.1(a), approximately 6,126 square feet of GLA (the “Premises GLA”) commonly known as Unit 327, located on the third (3<sup>rd</sup>) floor within the Shopping Center, substantially as shown on the plan attached hereto and made a part hereof as Exhibit B, with approximately 162’9” feet of frontage.
- (c) **Term Commencement Date:** The later of (i) the date an original, fully-executed copy of this Lease has been delivered to both Landlord and Tenant and (ii) the date that Landlord’s Work is Substantially Completed (provided that Landlord shall have delivered Landlord’s Notice at least thirty (30) days prior thereto that Landlord’s Work will be Substantially Completed by such date).
- (d) **Rent Commencement Date:** The earlier of (i) the later of (a) the date that is one-hundred fifty (150) days after the Delivery Date or (b) the Grand Opening Date, and (ii) the date on which Tenant opens for business to the general public at the Premises.
- (e) **Lease Term:** The period commencing on the Effective Date and ending on the Expiration Date.
- (f) **Grand Opening Date:** Currently anticipated to be September 6, 2018, as such date may be accelerated or postponed in accordance with the terms of Section 4.3(a) hereof.
- (g) **Tenant’s Trade Name:** Aritzia.
- (h) **Intentionally Deleted**
- (i) **Permitted Use:** Tenant shall use the Premises as a fully fixtured, stocked and staffed prototypical first-class store operated under Tenant’s Trade Name, operating in compliance with Tenant’s obligations under Article IV hereof for the retail sale of unisex clothing and any related products and services as are sold in Tenant’s stores in the United States and Canada.
- (j) **Base Rent:**

<u>Period</u>	<u>Annual Base Rent</u>	<u>Monthly Base Rent</u>	<u>Annual Base Rent</u>
		<u>Rent</u>	<u>PSF</u>
The Rent Commencement Date through and including	\$980,160.00	\$81,680.00	\$160.00