

# SECURITIES AND EXCHANGE COMMISSION

## FORM 6-K

Current report of foreign issuer pursuant to Rules 13a-16 and 15d-16 Amendments

Filing Date: **2021-07-26** | Period of Report: **2021-07-26**  
SEC Accession No. [0001104659-21-095760](#)

([HTML Version](#) on [secdatabase.com](#))

### FILER

#### **Brookfield Property Partners L.P.**

CIK: **1545772** | IRS No.: **000000000** | State of Incorporation: **DO** | Fiscal Year End: **1231**  
Type: **6-K** | Act: **34** | File No.: **001-35505** | Film No.: **211113634**  
SIC: **6500** Real estate

#### Mailing Address

*BROOKFIELD PLACE  
250 VESEY STREET, 15TH  
FLOOR  
NEW YORK NY 10281-1023*

#### Business Address

*73 FRONT STREET  
HAMILTON D0 HM 12  
212-417-7000*

---

---

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

Form 6-K

---

REPORT OF FOREIGN PRIVATE ISSUER  
PURSUANT TO RULE 13a-16 OR 15d-16

UNDER THE SECURITIES EXCHANGE ACT OF 1934

For the month of July 2021

Commission File Number: 001-35505

---

**BROOKFIELD PROPERTY PARTNERS L.P.**

(Exact name of registrant as specified in its charter)

73 Front Street, 5th Floor, Hamilton, HM 12 Bermuda  
(Address of principal executive office)

Indicate by check mark whether the registrant files or will file annual reports under cover of Form 20-F or Form 40-F.

Form 20-F       Form 40-F

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(1):

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(7):

---

---

**DOCUMENTS FILED AS PART OF THIS FORM 6-K**

See the Exhibit Index to this Form 6-K.

\*\*\*\*\*

---

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

Date: July 26, 2021

**BROOKFIELD PROPERTY PARTNERS  
L.P., by its general partner, BROOKFIELD  
PROPERTY PARTNERS LIMITED**

By: /s/ Jane Sheere  
Name: Jane Sheere  
Title: Secretary

---

---

**EXHIBIT INDEX**

**EXHIBIT    DESCRIPTION**

- 99.1        [First Amendment, dated July 26, 2021, to the Limited Partnership Agreement of Brookfield Property Preferred L.P.](#)
- 99.2        [Subordinate Guarantee, dated July 26, 2021, in favor of Brookfield Property Preferred L.P. by Brookfield Property Partners L.P., Brookfield Property L.P., Brookfield BPY Holdings Inc., Brookfield BPY Retail Holdings II Inc., BPY Bermuda Holdings Limited, BPY Bermuda Holdings II Limited, BPY Bermuda Holdings IV Limited, BPY Bermuda Holdings V Limited and BPY Bermuda Holdings VI Limited](#)
-

**BROOKFIELD PROPERTY PREFERRED L.P.**

**FIRST AMENDMENT TO THE LIMITED PARTNERSHIP AGREEMENT**

**THIS AMENDMENT** (the “**Amendment**”) to the Limited Partnership Agreement of Brookfield Property Preferred L.P. (the “**Partnership**”), dated as of April 13, 2021 (the “**Agreement**”) is made as of the 26<sup>th</sup> day of July, 2021, by the undersigned. Capitalized terms used but not defined herein shall have the meanings set forth in the Agreement.

**AND WHEREAS**, the General Partner desires to amend the Agreement pursuant to this Amendment to allow for preferred limited partnership interests in the Partnership and to create a class of such preferred limited partnership interests having the rights and restrictions set out in Schedule A to this Amendment;

**AND WHEREAS**, pursuant to Section 3.4 of the Agreement, the Partnership may issue additional Partnership Interests (including new classes of Partnership Interests) for any Partnership purpose at any time and on such terms and conditions as the General Partner shall determine in its sole discretion, without the approval of any Limited Partners;

**AND WHEREAS**, pursuant to Sections 13.1 of the Agreement, subject to compliance with the requirements of the Limited Partnership Act and the Exempted Partnerships Act, the General Partner, without the approval of any Limited Partner, may amend any provision of the Agreement to reflect certain changes, including, as provided for in Section 13.1.6 of the Agreement, an amendment that the General Partner determines in its sole discretion to be necessary or appropriate in connection with the creation, authorization or issuance of any class or series of Partnership Interests pursuant to Section 3.4 of the Agreement;

**AND WHEREAS**, the General Partner desires to amend the Agreement as set out herein;

**NOW THEREFORE**,

1. **Amendments to Article 1**

(a) Section 1.1.2 is hereby deleted in its entirety and replaced with the following:

“**Agreement**” means this Limited Partnership Agreement of Brookfield Property Preferred L.P., as amended by the First Amendment to the Limited Partnership Agreement of the Partnership dated as of July 26, 2021;

(b) Section 1.1.49 is hereby deleted in its entirety and replaced with the following:

“**Preferred Unit**” means a limited partnership interest in the Partnership having the rights and obligations specified in this Agreement and that is designated as a Preferred Unit from time to time, with the specific terms of each class and/or series of Preferred Units to be set out in a Schedule to this Agreement, including the Class A Preferred Units, the terms of which are set out in Schedule A to this Agreement;

---

- 2 -

2. **Addition of Schedule A**

Schedule A to this Amendment is hereby added in its entirety as Schedule A to the Agreement.

3. **Effective Date**

This Amendment shall be effective as of July 26, 2021.

4. **Governing Law**

This Amendment shall be governed by and construed in accordance with the laws of Bermuda.

5. **General**

- (a) Except as modified herein, all terms and conditions of the Agreement shall remain in full force and effect.
- (b) This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall be construed together as one agreement.

**[Remainder of this page left blank intentionally.]**

---

IN WITNESS WHEREOF, the General Partner has executed this Amendment as of the 26<sup>th</sup> day of July, 2021.

**GENERAL PARTNER:**

**BROOKFIELD PROPERTY L.P., by its managing general partner,  
BROOKFIELD PROPERTY PARTNERS L.P., by its general partner,  
BROOKFIELD PROPERTY PARTNERS LIMITED**

By: /s/ Jane Sheere

Name: Jane Sheere

Title: Secretary

---

**SCHEDULE A**

**PART I**

**Brookfield Property Preferred L.P. (the "Partnership")**

**Designation of and Rights, Privileges, Restrictions and Conditions  
Attaching to Class A Preferred Units**

**1. Designation**

The Class A Preferred Units (as defined below), as a class, shall be designated as Class A Preferred Units. The Class A Preferred Units shall have attached thereto the following rights, privileges, restrictions and conditions.

**2. Definitions**

All terms used but not otherwise defined in this Schedule A shall have the meanings assigned to those terms in this Agreement. In addition, the following definitions shall be for the purpose of all parts of this Schedule A:

- 2.1 **"Class A Preferred Unit"** means a limited partnership interest in the Partnership having the rights, privileges, restrictions and conditions set forth in this Schedule A.

2.2 “**Junior Securities**” means any class or series of Partnership Interests that, with respect to distributions on such Partnership Interests and distributions and amounts payable upon dissolution, liquidation or winding-up of the Partnership pursuant to Article 12 of this Agreement, ranks junior to the Class A Preferred Units, including Equity Units and the General Partner Units, but excluding any Parity Securities and Senior Securities.

2.3 “**Parity Securities**” means any class or series of Partnership Interests established after the date of this Agreement by the General Partner, the terms of which class or series expressly provide that it ranks on parity with the Class A Preferred Units as to distributions on such Partnership Interests and distributions and amounts payable upon dissolution, liquidation or winding-up of the Partnership pursuant to Article 12 of this Agreement.

2.4 “**Senior Securities**” means any class or series of Partnership Interests established after the date of this Agreement by the General Partner, the terms of which class or series expressly provide that it ranks senior to the Class A Preferred Units as to distributions on such Partnership Interests and distributions and amounts payable upon dissolution, liquidation or winding-up of the Partnership pursuant to Article 12 of this Agreement.

---

A-1

---

### 3. Interpretation of Terms

In the provisions herein contained attaching to the Class A Preferred Units:

- (a) “**prior to**”, “**on parity with**” and “**junior to**” have reference to the order of priority in payment of distributions and in the distribution of assets in the event of any dissolution, liquidation or winding-up of the Partnership, whether voluntary or involuntary;
- (b) reference to any statute is to that statute as in force from time to time, including any regulations, rules, policy statements or guidelines made under that statute, and includes any statute which may be enacted in substitution of that statute; and
- (c) all references herein to a holder of the Class A Preferred Units shall be interpreted as referring to a Record Holder of Class A Preferred Units.

### 4. General Partner’s Right to Issue in One or More Series

The Class A Preferred Units may be issued from time to time in one or more series. Before any units of a series are issued, the General Partner shall, subject to Sections 5.1 and 5.3 below, fix the number of units that will form such series and shall determine the designation, rights, privileges, restrictions and conditions to be attached to the Class A Preferred Units of such series.

### 5. Ranking

5.1 The Class A Preferred Units of each series shall rank on parity with the Class A Preferred Units of every other series with respect to the payment of distributions and in the distribution of the assets in the event of any dissolution, liquidation or winding-up of the Partnership, whether voluntary or involuntary.

5.2 The Class A Preferred Units as a class shall rank, with respect to the payment of distributions and in the distribution of the assets in the event of any dissolution, liquidation or winding-up of the Partnership, whether voluntary or involuntary:

5.2.1 senior to the Junior Securities;

5.2.2 on parity with any Parity Securities; and

5.2.3 junior to all indebtedness of the Partnership and any Senior Securities.

5.3 Notwithstanding anything to the contrary in this Agreement, without the affirmative vote or consent of the holders of at least 66⅔% of the Outstanding Class A Preferred Units, voting as a class together with holders of any other Parity Securities upon which like voting rights have been conferred and are exercisable, the Partnership shall not (x) create

or issue any Parity Securities (including any additional Class A Preferred Units) if the cumulative distributions payable on Outstanding Class A Preferred Units (or any Parity Securities if the holders of such Parity Securities vote as a class together with the holders of Class A Preferred Units pursuant to this Section 5.3) are in Arrears (as defined in each series of Class A Preferred Units in this Schedule A, as amended from time to time) or (y) create or issue any Senior Securities.

A-2

---

## **6. Voting Rights**

The holders of the Class A Preferred Units shall not have any right or authority to act for or bind the Partnership or to take part or in any way to interfere in the conduct or management of the Partnership or (except as otherwise provided by law or set forth in Section 5.3 of this Schedule A, and except for meetings of the holders of Class A Preferred Units as a class or meetings of the holders of a series thereof) be entitled to receive notice of, attend, or vote at any meeting of holders of Units of the Partnership.

## **7. Amendment with Approval of Holders of the Class A Preferred Units**

The provisions attaching to the Class A Preferred Units as a class may be repealed, altered, modified or amended from time to time with such approval as may then be required by applicable law, subject to a minimum requirement that such approval be passed by of the requisite affirmative vote of the votes cast at a meeting of the holders of the Class A Preferred Units duly called and held for that purpose, or given by resolution signed by the requisite percentage of holders of Class A Preferred Units, in each case, in accordance with Section 8 hereof.

## **8. Approval of Holders of the Class A Preferred Units**

Notwithstanding Section 13.8 of this Agreement, and except as otherwise provided herein, any approval of the holders of the Class A Preferred Units as a class with respect to any matters requiring the consent of the holders of the Class A Preferred Units as a class may be given in such manner as may then be required by applicable law, subject to a minimum requirement that such approval be (a) given by a resolution signed by the holders of Class A Preferred Units owning not less than the percentage of the Class A Preferred Units that would be necessary to authorize such action at a meeting at which all holders of Class A Preferred Units were present and voted or were represented by proxy or (b) passed by the affirmative vote of at least 66 $\frac{2}{3}$ % of the votes cast by the holders of Class A Preferred Units at a meeting of the holders of Class A Preferred Units as a class duly called for that purpose and at which the holders of Class A Preferred Units of at least 33 $\frac{1}{3}$ % of the Outstanding Class A Preferred Units are present or represented by proxy. If at any such meeting the holders of Class A Preferred Units of at least 33 $\frac{1}{3}$ % of the then Outstanding Class A Preferred Units are not present or represented by proxy within one-half hour after the time appointed for such meeting, then the meeting shall be adjourned to such date not less than five (5) days thereafter and to such time and place as may be designated by the chairman of such meeting. At such adjourned meeting, the holders of Class A Preferred Units present or represented by proxy may transact the business for which the meeting was originally called and the holders of Class A Preferred Units then present or represented by proxy shall form the necessary quorum.

Each Class A Preferred Unit shall entitle the holder thereof to one vote for the purposes of any approval at a meeting of the holders of the Class A Preferred Units or by written consent.

A-3

---

## **PART II**

### **Brookfield Property Preferred L.P.**

#### **Number and Designation of and Rights, Privileges, Restrictions and Conditions Attaching to the Class A Cumulative Redeemable Units, Series 1**

The first series of Class A Preferred Units of the Partnership shall consist of preferred limited partnership interests designated as Class A Cumulative Redeemable Units, Series 1 (the “**Series 1 Preferred Units**”) and, in addition to the rights, privileges, restrictions and conditions attaching to the Class A Preferred Units as a class, shall have attached thereto the following rights, privileges, restrictions and conditions:

## 1. Definitions

For the purposes hereof, the following capitalized terms shall have the following meanings, unless the context otherwise requires:

“**Additional Amounts**” has the meaning specified in Section 2(B)(f)(i).

“**Arrears**” means, that, with respect to the Series 1 Distributions, the full cumulative Series 1 Distributions through the most recent Series 1 Distribution Payment Date have not been paid on all Outstanding Series 1 Preferred Units.

“**Change in Tax Law**” means (i) a change in or amendment to laws, regulations or rulings of any Relevant Taxing Jurisdiction, (ii) a change in the official application or interpretation of those laws, regulations or rulings, (iii) any execution of or amendment to any treaty affecting taxation to which any Relevant Taxing Jurisdiction is party or (iv) a decision rendered by a court of competent jurisdiction in any Relevant Taxing Jurisdiction, whether or not such decision was rendered with respect to the Partnership, in each case described in (i)-(iv) above occurring after July 26, 2021; provided that in the case of a Relevant Taxing Jurisdiction other than Bermuda in which a Successor Entity is organized, such Change in Tax Law must occur after the date on which the Partnership consolidates, merges or amalgamates (or engages in a similar transaction) with the Successor Entity, or conveys, transfers or leases substantially all of the Partnership’s properties and assets to the Successor Entity, as applicable.

“**Change of Control**” means the occurrence of either of the following after the Series 1 Original Issue Date: (a) the direct or indirect sale, transfer, conveyance or other disposition (other than by way of merger, consolidation or business combination), in one or a series of related transactions, of all or substantially all of the properties or assets of the Partnership and its Subsidiaries taken as a whole to any “person” (as that term is used in Section 13(d)(3) of the Securities Exchange Act) other than any Continuing Brookfield Person; or (b) the consummation of any transaction (including any merger, consolidation or business combination) the result of which is that any “person” (as that term is used in Section 13(d)(3) of the Securities Exchange Act) other than any Continuing Brookfield Person becomes the beneficial owner (within the meaning of Rule 13d-3 of the Securities Exchange Act), directly or indirectly, of a majority of the voting power of the Partnership’s Voting Stock.

---

A-4

---

“**Change of Control Triggering Event**” means the occurrence of a Change of Control following the consummation of which causes the Series 1 Preferred Units not to be listed on Nasdaq, the NYSE, or the TSX, or listed or quoted on an exchange or quotation system that is a successor to Nasdaq, the NYSE, or the TSX.

“**Continuing Brookfield Person**” means Brookfield, its direct or indirect subsidiaries, and their respective affiliates, and/or any of the foregoing.

“**Delisting Transaction Triggering Event**” means the date on which the Series 1 Preferred Units are no longer listed on Nasdaq, the NYSE, or the TSX, or listed or quoted on an exchange or quotation system that is a successor to Nasdaq, the NYSE, or the TSX.

“**Depository**” means, with respect to any Series 1 Preferred Units issued in global form, CDS Clearing and Depository Services Inc. and its successors and permitted assigns.

“**Equity Credit**” means the dollar amount or percentage in relation to the Series 1 Liquidation Preference, as equity, rather than debt, by a Rating Agency in evaluating the capital structure of an entity.

“**Nasdaq**” means the Nasdaq Stock Market LLC.

“**NYSE**” means the New York Stock Exchange.

“**Paying Agent**” means the Series 1 Transfer Agent, acting in its capacity as paying agent for the Series 1 Preferred Units, and its respective successors and assigns or any other paying agent appointed by the General Partner; provided, however, that if no Paying Agent is specifically designated for the Series 1 Preferred Units, the General Partner shall act in such capacity.

“**Rating Agency**” means (a) S&P and (b) if S&P ceases to rate the Series 1 Preferred Units or fails to make a rating of the Series 1 Preferred Units, as the case may be, for reasons outside of the Partnership’s control, for Series 1 Preferred Units, a “nationally recognized statistical rating organization” as defined in Section 3(a)(62) under the Securities Exchange Act selected by the General Partner as a replacement agency for S&P.

“**Relevant Date**” has the meaning specified in Section 2(B)(e)(ii).

“**Relevant Taxing Jurisdiction**” means (i) Bermuda or any political subdivision or governmental authority of or in Bermuda with the power to tax, (ii) any jurisdiction from or through which the Partnership or the Paying Agent is making payments on the Series 1 Preferred Units or any political subdivision or governmental authority of or in that jurisdiction with the power to tax or (iii) any other jurisdiction in which the Partnership or a Successor Entity is organized or generally subject to taxation or any political subdivision or governmental authority of or in that jurisdiction with the power to tax.

“**S&P**” means S&P Global Ratings, a division of S&P Global Inc.

“**Series 1 Current Criteria**” means the Equity Credit criteria of a Rating Agency for securities such as the Series 1 Preferred Units, as such criteria are in effect as of the Series 1 Original Issue Date.

“**Series 1 Distribution Payment Date**” means the last day of each of March, June, September and December of each year; provided however, that if any Series 1 Distribution Payment Date would otherwise occur on a day that is not a Business Day, such Series 1 Distribution Payment Date shall instead be on the immediately succeeding Business Day without the accumulation of additional distributions; *provided further*, that the Series 1 Distribution Payment Date for the initial Series 1 Distribution Period shall be September 30, 2021.

“**Series 1 Distribution Period**” means a period of time from and including the preceding Series 1 Distribution Payment Date to, but excluding, the next Series 1 Distribution Payment Date for such Series 1 Distribution Period (other than the initial Series 1 Distribution Period, which means a period of time from and including the Series 1 Original Issue Date to, but excluding, September 30, 2021).

“**Series 1 Distribution Rate**” means an annual rate equal to 6.25% of the Series 1 Liquidation Preference, subject to adjustment from time to time as set forth in Section 2(B)(b)(i).

“**Series 1 Distribution Record Date**” has the meaning given to such term in Section 2(B)(b)(iii).

“**Series 1 Distributions**” means distributions with respect to Series 1 Preferred Units pursuant to Section 2(B)(b) below.

“**Series 1 Holder**” means a Record Holder of Series 1 Preferred Units.

“**Series 1 Junior Securities**” means any class or series of Partnership Interests that, with respect to distributions on such Partnership Interests and distributions upon dissolution, liquidation or winding-up of the Partnership pursuant to Article 12 of this Agreement, ranks junior to the Series 1 Preferred Units, including Equity Units and the General Partner Units, but excluding any Series 1 Parity Securities and Series 1 Senior Securities.

“**Series 1 Liquidation Preference**” means a liquidation preference for each Series 1 Preferred Unit equal to \$25.00 per unit (subject to adjustment for any splits, combinations or similar adjustments to the Series 1 Preferred Units).

“**Series 1 Maturity Date**” means July 26, 2081.

“**Series 1 Original Issue Date**” means July 26, 2021.

“**Series 1 Parity Securities**” means (i) every class or series of the Class A Preferred Units and Series 1 Preferred Units with respect to priority in the payment of distributions and in the amounts payable upon dissolution, liquidation or winding-up of the Partnership, whether voluntary or involuntary and (ii) any class or series of Partnership Interests established after the Series 1 Original Issue Date by the General Partner, the terms of which class or series expressly provide that it ranks on parity with the Series 1 Preferred Units as to distributions and amounts payable upon dissolution, liquidation or winding-up of the Partnership pursuant to Article 12 of this Agreement.

---

A-6

---

“**Series 1 Preferred Units**” has the meaning given to such term in the preamble to this Part II of Schedule A.

“**Series 1 Ratings Event**” means a change by any Rating Agency to the Series 1 Current Criteria, which change results in (i) any shortening of the length of time for which the Series 1 Current Criteria are scheduled to be in effect with respect to the Series 1 Preferred Units or (ii) a lower Equity Credit being given to the Series 1 Preferred Units than the Equity Credit that would have been assigned to the Series 1 Preferred Units by such Rating Agency pursuant to its Series 1 Current Criteria.

“**Series 1 Redemption Date**” has the meaning given such term in Section 2(B)(e)(i).

“**Series 1 Redemption Notice**” has the meaning given such term in Section 2(B)(e)(ii).

“**Series 1 Redemption Price**” has the meaning given such term in Section 2(B)(e)(i).

“**Series 1 Senior Securities**” means any class or series of Partnership Interests established after the Series 1 Original Issue Date by the General Partner, the terms of which class or series expressly provide that it ranks senior to the Series 1 Preferred Units as to distributions and amounts payable upon dissolution, liquidation or winding-up of the Partnership pursuant to Article 12 of this Agreement.

“**Series 1 Transfer Agent**” means AST Trust Company (Canada), and its successors and assigns, or any other transfer agent and registrar appointed by the General Partner for the Series 1 Preferred Units.

“**Successor Entity**” means an entity formed by a consolidation, merger, amalgamation or other similar transaction involving the Partnership or an entity to which the Partnership conveys, transfers or leases substantially all its properties and assets.

“**Tax Event**” has the meaning specified in Section 2(B)(e)(i).

“**TSX**” means the Toronto Stock Exchange.

“**Voting Stock**” of any person means capital stock of such person which ordinarily has voting power for the election of directors (or persons performing similar functions) of such person, whether at all times or only for so long as no senior class of securities has such power by reason of any contingency; without limiting the foregoing, (i) if the person is a limited partnership, the “Voting Stock” will be determined with reference to each general partner of such person, (ii) if such person is a general partnership, the “Voting Stock” will be determined with reference to the general partner(s) that owns more than 50% of the interests of such general partnership, and (iii) if such person is a trust, the “Voting Stock” will be determined with reference to the majority of the trustees of such trust.

---

A-7

---

## 2. Terms of Series 1 Preferred Units.

- General. Each Series 1 Preferred Unit shall be identical in all respects to every other Series 1 Preferred Unit, except as to the respective dates from which the Series 1 Liquidation Preference shall increase or from which Series 1
- (A) Distributions may begin accruing, to the extent such dates may differ. The Series 1 Preferred Units shall not give rise to a claim by the Partnership or a Series 1 Holder for conversion or, except as set forth in Sections 2(B)(d) and 2(B)(e), maturity or redemption thereof at a particular date.

(B) Rights of Series 1 Preferred Units. The Series 1 Preferred Units shall have the following rights, preferences and privileges and shall be subject to the following duties and obligations:

(a) Series 1 Preferred Units.

(i) The authorized number of Series 1 Preferred Units shall be unlimited. Series 1 Preferred Units that are purchased or otherwise acquired by the Partnership shall be cancelled.

(ii) The Series 1 Preferred Units shall be represented by one or more global Certificates registered in the name of the Depositary or its nominee, and no Series 1 Holder shall be entitled to receive a definitive Certificate evidencing its Series 1 Preferred Units, unless otherwise required by law or the Depositary gives notice of its intention to resign or is no longer eligible to act as such with respect to the Series 1 Preferred Units and the General Partner shall have not selected a substitute Depositary within sixty (60) calendar days thereafter. So long as the Depositary shall have been appointed and is serving with respect to the Series 1 Preferred Units, payments and communications made by the Partnership to Series 1 Holders shall be made by making payments to, and communicating with, the Depositary.

---

A-8

(b) Distributions.

Distributions on each Outstanding Series 1 Preferred Unit shall be cumulative and shall accumulate at the applicable Series 1 Distribution Rate from and including the Series 1 Original Issue Date (or, for any subsequently issued and newly Outstanding Series 1 Preferred Units, from and including the Series 1 Distribution Payment Date immediately preceding the issue date of such Series 1 Preferred Units) until such time as the Partnership pays the Series 1 Distribution or redeems such Series 1 Preferred Unit in accordance with Section 2(B)(e), whether or not such Series 1 Distributions shall have been declared. Series 1 Holders shall be entitled to receive Series 1 Distributions from time to time out of any assets of the Partnership legally available for the payment of distributions at the Series 1 Distribution Rate per Series 1 Preferred Unit when, as, and, if declared by the General Partner. Series 1 Distributions, to the extent declared by the General Partner to be paid by the Partnership in accordance with this Section 2(B)(b), shall be paid, in Arrears, on each Series 1 Distribution Payment Date. Series 1 Distributions shall accumulate in each Series 1 Distribution Period, provided that distributions shall accrue on accumulated but unpaid Series 1 Distributions at the Series 1 Distribution Rate. If any Series 1 Distribution Payment Date otherwise would occur on a date that is not a Business Day, declared Series 1 Distributions shall be paid on the immediately succeeding Business Day without the accumulation of additional distributions. Series 1 Distributions shall be payable based on a 360-day year consisting of twelve 30 day months. All Series 1 Distributions that are (1) accumulated and unpaid or (2) payable by the Partnership pursuant to this Section 2(B)(b) or Section 2(B)(f)(i) shall be payable without regard to the income of the Partnership and shall be treated for U.S. federal income tax purposes as guaranteed payments for the use of capital under Section 707(c) of the Code, including for the purpose of determining income, gain, loss, and expense of the Partnership and maintaining capital accounts, unless there is a change in Tax law or administrative practice that requires treatment other than as guaranteed payments for U.S. federal income tax purposes, as determined in the sole discretion of the General Partner. For U.S. federal income tax purposes, the deduction attributable to any amount treated as a guaranteed payment shall be specially allocated to the Partners in a manner determined by the General Partner in its sole discretion that is not inconsistent with the applicable provisions of the Code and Treasury Regulations. Such guaranteed payments with respect to any Series 1 Distribution Period shall be for the account of Series 1 Holders as of the applicable Series 1 Distribution Record Date, or as otherwise reasonably determined by the General Partner.

(i)

(ii) If the Partnership does not give notice of redemption prior to the 61st day following the Change of Control Triggering Event to redeem all the outstanding Series 1 Preferred Units as set forth in Section 2(B)(e)(i), the Series 1 Distribution Rate shall increase by 5.00% beginning on the 61st day following such Change of Control Triggering Event. If the Partnership does not give notice of redemption prior to the 61st day following the Delisting Transaction Triggering Event to redeem all of the outstanding Series 1 Preferred Units as set forth in Section 2(B)(e)(i), the Series 1 Distribution

Rate shall increase by 5.00% beginning on the 61st day following such Delisting Transaction Triggering Event, provided that if either the Equity Units and/or the Series 1 Preferred Units are subsequently listed on either Nasdaq, the NYSE or the TSX, the Series 1 Distribution Rate shall reset to 6.25%.

A-9

---

(iii) Not later than 5:00 p.m., Toronto time, on each Series 1 Distribution Payment Date, the Partnership shall pay those Series 1 Distributions, if any, that shall have been declared by the General Partner to Series 1 Holders on the Record Date for the applicable Series 1 Distribution. The Record Date (the “**Series 1 Distribution Record Date**”) for the payment of any Series 1 Distributions shall be the first Business Day of the month of the applicable Series 1 Distribution Payment Date, except that in the case of payments of Series 1 Distributions in Arrears, the Series 1 Distribution Record Date with respect to a Series 1 Distribution Payment Date shall be such date as may be designated by the General Partner in accordance with this Section 2. So long as any Series 1 Preferred Units are Outstanding, no distribution shall be declared or paid or set aside for payment on any Series 1 Junior Securities (other than a distribution payable solely in Series 1 Junior Securities) unless full cumulative Series 1 Distributions have been or contemporaneously are being paid or set apart for payment on all Outstanding Series 1 Preferred Units and any Series 1 Parity Securities through the most recent respective distribution payment dates; provided, however, notwithstanding anything to the contrary in this Section 2(B)(b)(iii), if a distribution period with respect to a class of Series 1 Junior Securities or Series 1 Parity Securities is shorter than the Series 1 Distribution Period, the General Partner may declare and pay regular distributions with respect to such Series 1 Junior Securities or Series 1 Parity Securities, so long as, at the time of declaration of such distribution, (i) there are no Series 1 Distributions in Arrears, and (ii) the General Partner expects to have sufficient funds to pay the full distribution in respect of the Series 1 Preferred Units on the next successive Series 1 Distribution Payment Date. Accumulated Series 1 Distributions in Arrears for any past Series 1 Distribution Period may be declared by the General Partner and paid on any date fixed by the General Partner, whether or not a Series 1 Distribution Payment Date, to Series 1 Holders on the Record Date for such payment, which may not be less than 10 days before such payment date. Subject to the next succeeding sentence, if all accumulated Series 1 Distributions in Arrears on all Outstanding Series 1 Preferred Units and all accumulated distributions in arrears on any Series 1 Parity Securities shall not have been declared and paid, or if sufficient funds for the payment thereof shall not have been set apart, payment of accumulated distributions in Arrears on the Series 1 Preferred Units and accumulated distributions in arrears on any such Series 1 Parity Securities shall be made in order of their respective distribution payment dates, commencing with the earliest distribution payment date. If less than all distributions payable with respect to all Series 1 Preferred Units and any other Series 1 Parity Securities are paid, any partial payment shall be made *pro rata* with respect to the Series 1 Preferred Units and any such other Series 1 Parity Securities entitled to a distribution payment at such time in proportion to the aggregate distribution amounts remaining due in respect of such Series 1 Preferred Units and such other Series 1 Parity Securities, if any, at such time and apportioned equally among them in accordance with the relative amount to be paid or allocated to each group. Subject to Sections 12.3 and Section 2(B)(h), Series 1 Holders shall not be entitled to any distribution, whether payable in cash, property or Partnership Interests, in excess of full cumulative Series 1 Distributions. Except insofar as distributions accrue on the amount of any accumulated and unpaid Series 1 Distributions as described in Section 2(B)(b)(i), no interest or sum of money in lieu of interest shall be payable in respect of any distribution payment which may be in Arrears on the Series 1 Preferred Units. So long as the Series 1 Preferred Units are held of record by the Depositary or its nominee, declared Series 1 Distributions shall be paid to the Depositary in same-day funds on each Series 1 Distribution Payment Date or other distribution payment date in the case of payments for Series 1 Distributions in Arrears.

A-10

---

(c) Voting Rights.

- (i) Notwithstanding anything to the contrary in this Agreement, the Series 1 Preferred Units shall not have any voting rights or rights to consent or approve any action or matter, except as set forth in Section 5.3 of Part I of Schedule A to this Agreement, this Section 2(B)(c) or as otherwise required by Bermuda Law.

- (ii) Notwithstanding anything to the contrary in this Agreement, the General Partner shall not adopt any amendment to this Agreement that has a material adverse effect on the powers, preferences, duties or special rights of the Series 1 Preferred Units unless such amendment (i) is approved by a resolution signed by Series 1 Holders owning not less than the percentage of the Series 1 Preferred Units that would be necessary to authorize such action at a meeting of Series 1 Holders at which all Series 1 Holders were present and voted or were represented by proxy or (ii) is passed by an affirmative vote of at least 66⅔% of the votes cast at a meeting of Series 1 Holders duly called for that purpose and at which the holders of at least 33⅓% of the outstanding Series 1 Preferred Units are present or represented by proxy; provided, however, that (x) subject to Section 5.3 of Part I of Schedule A to this Agreement, the issuance of additional Partnership Interests (and any amendment to this Agreement in connection therewith) shall not be deemed to constitute such a material adverse effect for purposes of this Section 2(B)(c)(ii) and (y) for purposes of this Section 2(B)(c)(ii), no amendment of this Agreement in connection with a merger or other transaction in which the Partnership is the surviving entity and the Series 1 Preferred Units remain Outstanding with the terms thereof materially unchanged in any respect adverse to the Series 1 Holders shall be deemed to materially and adversely affect the powers, preferences, duties, or special rights of the Series 1 Preferred Units. If at any such meeting the holders of Series 1 Preferred Units of at least 33⅓% of the then Outstanding Series 1 Preferred Units are not present or represented by proxy within one-half hour after the time appointed for such meeting, then the meeting shall be adjourned to such date not less than five (5) days thereafter and to such time and place as may be designated by the chairman of such meeting. At such adjourned meeting, the Series 1 Holders present or represented by proxy may transact the business for which the meeting was originally called and the Series 1 Holders then present or represented by proxy shall form the necessary quorum.

---

A-11

- (iii) For any matter described in this Section 2(B)(c) in which the Series 1 Holders are entitled to vote as a series (whether separately or together with the holders of any Series 1 Parity Securities), such Series 1 Holders shall be entitled to one vote per Series 1 Preferred Unit. Any Series 1 Preferred Units held by the Partnership or any of its Subsidiaries or their Affiliates shall not be entitled to vote.
- (iv) Notwithstanding Section 2(B)(c)(ii) and Section 5.3 of Part I of Schedule A to this Agreement, no vote of the Series 1 Holders shall be required if, at or prior to the time when such action is to take effect, provision is made for the redemption of all Series 1 Preferred Units at the time Outstanding.
- (d) Maturity. Unless the Series 1 Preferred Units are redeemed or otherwise acquired and subsequently cancelled at an earlier date in accordance with the provisions herein, the Series 1 Liquidation Preference and all accrued (whether or not declared) and unpaid Series 1 Distributions up to but excluding the Series 1 Maturity Date shall be payable on the Series 1 Maturity Date.

---

A-12

- (e) Optional Redemption; Series 1 Ratings Event; Change of Control Triggering Event; Delisting Transaction Triggering Event; Change in Tax Law.
- (i) The Partnership shall have the right (i) at any time, and from time to time, on or after July 26, 2026, in whole or in part, (ii) prior to July 26, 2026, at any time within 120 days after the conclusion of any review or appeal process instituted by the Partnership following the occurrence of a Series 1 Ratings Event, in whole but not in part, (iii) at any time within 90 days after the first date on which a Change

of Control Triggering Event occurred, in whole but not in part, (iv) at any time within 90 days after the first date on which a Delisting Transaction Triggering Event occurred, in whole but not in part, or (v) if as a result of a Change in Tax Law there is, in the Partnership's reasonable determination, a substantial probability that the Partnership or any Successor Entity would become obligated to pay any Additional Amounts on the next succeeding Series 1 Distribution Payment Date and the payment of those Additional Amounts cannot be avoided by the use of any reasonable measures available to the Partnership or any Successor Entity (a "**Tax Event**"), in whole but not in part, to redeem the Series 1 Preferred Units, using any source of funds legally available for such purpose. Any such redemption shall occur on a date set by the General Partner (the "**Series 1 Redemption Date**"). The Partnership shall effect any such redemption by paying cash for each Series 1 Preferred Unit to be redeemed equal to 100% (in the case of a redemption described in clauses (i), (iii), (iv) and (v) of this Section 2(B)(e)(i)), or 102% (in the case of a redemption described in clause (ii) of this Section 2(B)(e)(i)), of the Series 1 Liquidation Preference for such Series 1 Preferred Unit on such Series 1 Redemption Date plus an amount equal to all unpaid Series 1 Distributions thereon from the Series 1 Original Issue Date to, but excluding, the Series 1 Redemption Date (whether or not such distributions shall have been declared) (the "**Series 1 Redemption Price**"). So long as the Series 1 Preferred Units to be redeemed are held of record by the Depository or the nominee of the Depository, the Series 1 Redemption Price shall be paid by the Paying Agent to the Depository on the Series 1 Redemption Date.

- (ii) The Partnership shall give notice of any redemption by mail, postage prepaid, not less than 30 days and not more than 60 days before the scheduled Series 1 Redemption Date to the Series 1 Holders (as of 5:00 p.m. Toronto time on the Business Day next preceding the day on which notice is given) of any Series 1 Preferred Units to be redeemed as such Series 1 Holders' names appear on the books of the Series 1 Transfer Agent and at the address of such Series 1 Holders shown therein. Such notice (the "**Series 1 Redemption Notice**") shall state, as applicable: (1) the Series 1 Redemption Date, (2) the number of Series 1 Preferred Units to be redeemed and, if less than all Outstanding Series 1 Preferred Units are to be redeemed, the number (and in the case of Series 1 Preferred Units in certificated form, the identification) of Series 1 Preferred Units to be redeemed from such Series 1 Holder, (3) the Series 1 Redemption Price, (4) the place where any Series 1 Preferred Units in certificated form are to be redeemed and shall be presented and surrendered for payment of the Series 1 Redemption Price therefor (which shall occur automatically if the Certificate representing such Series 1 Preferred Units is issued in the name of the Depository or its nominee), and (5) that distributions on the Series 1 Preferred Units to be redeemed shall cease to accumulate from and after such Series 1 Redemption Date. So long as the Series 1 Preferred Units are held of record by the Depository or its nominee, the Partnership shall give notice, or cause notice to be given, to the Depository.

---

A-13

- (iii) If the Partnership elects to redeem less than all of the Outstanding Series 1 Preferred Units in the event of an optional redemption on or after July 26, 2026, the number of Series 1 Preferred Units to be redeemed shall be determined by the General Partner, and such Series 1 Preferred Units shall be redeemed by such method of selection as the Depository shall determine, either apportioned equally among all Series 1 Holders in accordance with the relative number or percentage of Series 1 Preferred Units held by each such Series 1 Holder or by lot, with adjustments to avoid redemption of fractional Series 1 Preferred Units. The aggregate Series 1 Redemption Price for any such partial redemption of the Outstanding Series 1 Preferred Units shall be allocated correspondingly among the redeemed Series 1 Preferred Units. The Series 1 Preferred Units not redeemed shall remain Outstanding and entitled to all the rights, preferences and duties provided in this Section 2.

- (iv) If the Partnership gives or causes to be given a Series 1 Redemption Notice, the Partnership shall deposit with the Paying Agent funds sufficient to redeem the Series 1 Preferred Units as to which such Series 1 Redemption Notice shall have been given, no later than 10:00 a.m. Toronto time on the Series 1 Redemption Date, and shall give the Paying Agent irrevocable instructions and authority to pay the Series 1 Redemption Price to each Series 1 Holder whose Series 1 Preferred Units are to be redeemed upon surrender or deemed surrender (which shall occur automatically if the Certificate

representing such Series 1 Preferred Units is issued in the name of the Depository or its nominee) of the Certificates therefor as set forth in the Series 1 Redemption Notice. If a Series 1 Redemption Notice shall have been given, from and after the Series 1 Redemption Date, unless the Partnership defaults in providing funds sufficient for such redemption at the time and place specified for payment pursuant to the Series 1 Redemption Notice, all Series 1 Distributions on such Series 1 Preferred Units to be redeemed shall cease to accumulate and all rights of holders of such Series 1 Preferred Units as Limited Partners with respect to such Series 1 Preferred Units to be redeemed shall cease, except the right to receive the Series 1 Redemption Price, and such Series 1 Preferred Units shall not thereafter be transferred on the books of the Series 1 Transfer Agent or be deemed to be Outstanding for any purpose whatsoever. The Series 1 Holders shall have no claim to the interest income, if any, earned on funds deposited with the Paying Agent. Any funds deposited with the Paying Agent hereunder by the Partnership for any reason, including redemption of Series 1 Preferred Units, that remain unclaimed or unpaid after one year after the applicable Series 1 Redemption Date or other payment date, as applicable, shall be, to the extent permitted by law, repaid to the Partnership upon its written request, after which repayment the Series 1 Holders entitled to such redemption or other payment shall have recourse only to the Partnership. Notwithstanding any Series 1 Redemption Notice, there shall be no redemption of any Series 1 Preferred Units called for redemption until funds sufficient to pay the full Series 1 Redemption Price of such Series 1 Preferred Units shall have been deposited by the Partnership with the Paying Agent.

---

A-14

---

- (v) Any Series 1 Preferred Units that are redeemed or otherwise acquired by the Partnership shall be cancelled. If only a portion of the Series 1 Preferred Units represented by a Certificate shall have been called for redemption, upon surrender of the Certificate to the Paying Agent (which shall occur automatically if the Certificate representing such Series 1 Preferred Units is registered in the name of the Depository or its nominee), the Partnership shall issue and the Paying Agent shall deliver to the Series 1 Holders a new Certificate (or adjust the applicable book-entry account) representing the number of Series 1 Preferred Units represented by the surrendered Certificate that have not been called for redemption.

- (vi) Notwithstanding anything to the contrary in this Section 2, in the event that full cumulative distributions on the Series 1 Preferred Units and any Series 1 Parity Securities shall not have been paid or declared and set aside for payment, the Partnership shall not be permitted to repurchase, redeem or otherwise acquire, in whole or in part, any Series 1 Preferred Units or Series 1 Parity Securities except pursuant to a purchase or exchange offer made on the same relative terms to all Series 1 Holders and holders of any Series 1 Parity Securities. So long as any Series 1 Preferred Units are Outstanding, except out of the net cash proceeds of a substantially concurrent issue of Series 1 Junior Securities, the Partnership shall not be permitted to redeem, repurchase or otherwise acquire any Equity Units or any other Series 1 Junior Securities unless full cumulative distributions on the Series 1 Preferred Units and any Series 1 Parity Securities for all prior and the then-ending Series 1 Distribution Periods, with respect to the Series 1 Preferred Units, and all prior and then-ending distribution periods, with respect to any such Series 1 Parity Securities, shall have been paid or declared and set aside for payment.

---

A-15

---

- (f) Payment of Additional Amounts.

- (i) The Partnership shall make all payments on the Series 1 Preferred Units free and clear of and without withholding or deduction at source for, or on account of, any present or future taxes, fees, duties, assessments or governmental charges of whatever nature imposed or levied by or on behalf of any Relevant Taxing Jurisdiction, unless such taxes, fees, duties, assessments or governmental charges are required to be withheld or deducted by (i) the laws (or any regulations or rulings promulgated thereunder) of any Relevant Taxing Jurisdiction or (ii) an official position

regarding the application, administration, interpretation or enforcement of any such laws, regulations or rulings (including a holding by a court of competent jurisdiction or by a taxing authority in any Relevant Taxing Jurisdiction). If a withholding or deduction at source is required by a Relevant Taxing Jurisdiction, the Partnership shall, subject to the limitations and exceptions set forth in this Section 2(B)(f) and Section 2(B)(g), pay to the Series 1 Holders such additional amounts (the “**Additional Amounts**”) as distributions as may be necessary so that every net payment made to such holders, after such withholding or deduction (including any such withholding or deduction from such Additional Amounts), shall be equal to the amounts the Partnership would otherwise have been required to pay had no such withholding or deduction been required.

(ii) The Partnership shall not be required to pay any Additional Amounts for or on account of:

any tax, fee, duty, assessment or governmental charge of whatever nature that would not have been imposed but for the fact that such holder was a resident, domiciliary or national of, or engaged in business or maintained a permanent establishment or was physically present in, the Relevant Taxing Jurisdiction or any political subdivision thereof or otherwise had some connection with the Relevant Taxing Jurisdiction other than by reason of the mere ownership of, or receipt of payment under, the Series 1 Preferred Units or any Series 1 Preferred Units presented for payment (where presentation is required for payment) more than 30 days after the Relevant Date (except to the extent that the holder would have been entitled to such amounts if it had presented such units for payment on any day within such 30 day period). The “**Relevant Date**” means, in respect of any payment, the date on which such payment first becomes due and payable, but if the full amount of the moneys payable has not been received by the Paying Agent on or prior to such due date, it means the first date on which the full amount of such moneys having been so received and being available for payment to holders and notice to that effect shall have been duly given to the Series 1 Holders;

---

A-16

---

(b) any estate, inheritance, gift, sale, transfer, personal property or similar tax, assessment or other governmental charge or any tax, assessment or other governmental charge that is payable otherwise than by withholding or deduction from payment of the Series 1 Liquidation Preference or of any distributions on the Series 1 Preferred Units;

(c) any tax, fee, duty, assessment or other governmental charge that is imposed or withheld by reason of the failure by the holder of such Series 1 Preferred Units to comply with any reasonable request by the Partnership addressed to the holder within 90 days of such request (i) to provide information concerning the nationality, residence or identity of the holder or (ii) to make any declaration or other similar claim or satisfy any information or reporting requirement that is required or imposed by statute, treaty, regulation or administrative practice of the Relevant Taxing Jurisdiction as a precondition to exemption from all or part of such tax, fee, duty, assessment or other governmental charge;

(d) any tax, fee, duty, assessment or governmental charge imposed under the Income Tax Act or the Code; or

(e) any combination of the foregoing.

(iii) In addition, the Partnership shall not pay Additional Amounts with respect to any payment on any such Series 1 Preferred Units to any holder that is a fiduciary, partnership, limited liability company or other pass-through entity other than the sole beneficial owner of such Series 1 Preferred Units if such payment would be required by the laws of the Relevant Taxing Jurisdiction to be included in the income for tax purposes of a beneficiary or partner or settlor with respect to such fiduciary or a member of such partnership, limited liability company or other pass-through entity or a beneficial owner to the extent such beneficiary, partner or settlor would not have been entitled to such Additional Amounts had it been the holder of the Series 1 Preferred Units.

(g) Substitution or Variation.

- At any time following a Tax Event, the Partnership may, without the consent of any Series 1 Holder, vary the terms of the Series 1 Preferred Units such that they remain securities, or exchange the Series 1 Preferred Units with new securities, which would eliminate the substantial probability that the Partnership or any Successor Entity would be required to pay any Additional Amounts with respect to the Series 1 Preferred Units as a result of a Change in Tax Law. The terms of the varied securities or new securities considered in the aggregate cannot be less favorable to holders than the terms of the Series 1 Preferred Units prior to being varied or exchanged; provided that no such variation of terms or securities received in exchange shall change the specified denominations of, distribution payable on, the redemption dates (other than any extension of the period during which an optional redemption may not be exercised by the Partnership) or currency of, the Series 1 Preferred Units, reduce the Series 1 Liquidation Preference, lower the ranking in right of payment with respect to the payment of distributions or the distribution of assets upon liquidation, dissolution or winding-up of the Series 1 Preferred Units, or change the foregoing list of items that may not be so amended as part of such variation or exchange. Further, no such variation of terms or securities received in exchange shall impair the right of a holder of the securities to institute suit for the payment of any amounts due, but unpaid with respect to such holder's securities.
- (i)

---

A-17

- Prior to any variation or exchange, the Partnership shall be required to receive an opinion of independent legal advisers to the effect that holders and beneficial owners of the Series 1 Preferred Units (including as holders and beneficial owners of the varied or exchanged securities) will not recognize income, gain or loss for United States or Canadian federal income tax purposes as a result of such variation or exchange and will be subject to United States or Canadian federal income tax on the same amounts, in the same manner and at the same times as would have been the case had such variation or exchange not occurred.
- (ii)
- Any variation or exchange of the Series 1 Preferred Units described above shall be made after notice is given to the Series 1 Holders not less than 30 days nor more than 60 days prior to the date fixed for variation or exchange, as applicable.
- (iii)

- Liquidation Rights. In the event of the liquidation, dissolution or winding-up of the Partnership, whether voluntary or involuntary, unless the Partnership is continued under the election to reconstitute and continue the Partnership pursuant to Section 12.3 of this Agreement, the Series 1 Holders shall be entitled to receive the Series 1 Liquidation Preference per Series 1 Preferred Unit held by them, together with all accrued (whether or not declared) and unpaid Series 1 Distributions up to but excluding the date of payment or distribution (less any tax required to be deducted and withheld by the Partnership), before any amounts shall be paid or any assets of the Partnership distributed to the holders of any Series 1 Junior Securities. Upon payment of the amounts set forth in the immediately preceding sentence, the Series 1 Holders shall not be entitled to share in any further distribution of the assets of the Partnership.
- (h)

---

A-18

- (i) Rank. The Series 1 Preferred Units shall each be deemed to rank as to payment of distributions on such Partnership Interests and distributions upon liquidation, dissolution or winding-up of the Partnership:
- (i) senior to any Series 1 Junior Securities;
- (ii) on parity with any Series 1 Parity Securities;
- (iii) junior to any other Series 1 Senior Securities; and

- (iv) junior to all existing and future indebtedness of the Partnership with respect to assets available to satisfy claims against the Partnership.
- (j) No Sinking Fund. The Series 1 Preferred Units shall not have the benefit of any sinking fund.
- (k) Record Holders. To the fullest extent permitted by applicable law, the General Partner, the Partnership, the Series 1 Transfer Agent, and the Paying Agent may deem and treat any Series 1 Holder as the true, lawful, and absolute owner of the applicable Series 1 Preferred Units for all purposes, and neither the General Partner, the Partnership, the Series 1 Transfer Agent nor the Paying Agent shall be affected by any notice to the contrary, except as otherwise provided by law or any applicable rule, regulation, guideline or requirement of any Securities Exchange on which the Series 1 Preferred Units may be listed or admitted to trading, if any.
- (l) Other Rights; Fiduciary Duties. The Series 1 Preferred Units and the Series 1 Holders shall not have any designations, preferences, rights, powers or duties, other than as set forth in this Agreement or as provided by applicable law. Notwithstanding anything to the contrary in this Agreement or any duty existing at law, in equity or otherwise, to the fullest extent permitted by applicable law, neither the General Partner nor any other Indemnified Party shall owe any duties, including fiduciary duties, or have any liabilities to Series 1 Holders, other than the General Partner's duty to act at all times in good faith.

**THIS SUBORDINATED GUARANTEE** dated as of July 26, 2021;

BY:

**BROOKFIELD PROPERTY PARTNERS L.P.**, an exempted limited partnership formed under the laws of Bermuda,

(hereinafter referred to as “**BPY**”),

- and -

**BROOKFIELD PROPERTY L.P.**, an exempted limited partnership formed under the laws of Bermuda,

(hereinafter referred to as “**Property Partnership**”),

- and -

**BROOKFIELD BPY HOLDINGS INC.**, a corporation incorporated under the laws of the Province of Ontario,

(hereinafter referred to as “**CanHoldco**”),

- and -

**BROOKFIELD BPY RETAIL HOLDINGS II INC.**, a corporation incorporated under the laws of the Province of Ontario,

(hereinafter referred to as “**CanHoldco 2**”),

- and -

**BPY BERMUDA HOLDINGS LIMITED**, a corporation formed under the laws of Bermuda,

(hereinafter referred to as “**Bermuda Holdco**”),

- and -

**BPY BERMUDA HOLDINGS II LIMITED**, a corporation formed under the laws of Bermuda,

(hereinafter referred to as “**Bermuda Holdco 2**”),

- and -

**BPY BERMUDA HOLDINGS IV LIMITED**, a corporation formed under the laws of Bermuda,

(hereinafter referred to as “**Bermuda Holdco 4**”),

- and -

**BPY BERMUDA HOLDINGS V LIMITED**, a corporation formed under the laws of Bermuda,  
(hereinafter referred to as “**Bermuda Holdco 5**),

- and -

**BPY BERMUDA HOLDINGS VI LIMITED**, a corporation formed under the laws of Bermuda,  
(hereinafter referred to as “**Bermuda Holdco 6**” and collectively with BPY, Property Partnership, CanHoldco, CanHoldco 2, Bermuda Holdco, Bermuda Holdco 2, Bermuda Holdco 4 and Bermuda Holdco 5 as the “**Guarantors**”),

IN FAVOUR OF:

**BROOKFIELD PROPERTY PREFERRED L.P.**, an exempted limited partnership formed under the laws of Bermuda,

(hereinafter referred to as “**New LP**”)

WHEREAS the Guarantors and New LP wish to execute this guarantee indenture (this “**Guarantee**”) for the benefit of the Holders (as defined below);

AND WHEREAS pursuant to and on the terms and conditions of this Guarantee, the Guarantors have agreed to guarantee the payment of the Guaranteed Preferred Unit Obligations (as defined below);

AND WHEREAS all necessary acts and proceedings have been done and taken and all necessary resolutions have been passed to authorize the execution and delivery of this Guarantee and to make the same legal, valid and binding upon the Guarantors;

NOW THEREFORE THIS GUARANTEE WITNESSES that for good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each of the parties), the parties hereto agree as follows:

---

- 3 -

## **ARTICLE 1**

### **DEFINITIONS AND OTHER PROVISIONS OF GENERAL APPLICATION**

#### **1.1 Definitions**

For all purposes of this Guarantee, except as otherwise expressly provided or unless the context otherwise requires:

- (a) the terms defined in this Article have the meanings assigned to them in this Article and include the plural as well as the singular;
- (b) the words “herein”, “hereof” and “hereunder” and other words of similar import refer to this Guarantee as a whole and not to any particular Article, section or other subdivision;
- (c) references to any statute, law, regulation, ordinance, order, rule, manual, policy or directive will be deemed to include references to the same as amended, revised, re-enacted or consolidated from time to time and any successor thereto;
- (d) references to any contract, agreement or other instrument, or any section of any contract, agreement or other instrument will, unless specifically referred to, be deemed to include references to the same as varied, amended, supplemented, replaced or restated from time to time; and

(e) all references to “this Guarantee” are to this Guarantee as modified, supplemented or amended from time to time.

In addition, the following terms will have the following meanings:

“**Arrears**” has the meaning ascribed thereto in the limited partnership agreement (including any schedule thereof) of New LP dated as of April 13, 2021, as amended by a first amendment to the limited partnership agreement of New LP dated as of July 26, 2021, as may be further amended;

“**Bermuda Holdco**” means BPY Bermuda Holdings Limited;

“**Bermuda Holdco 2**” means BPY Bermuda Holdings II Limited;

“**Bermuda Holdco 4**” means BPY Bermuda Holdings IV Limited;

“**Bermuda Holdco 5**” means BPY Bermuda Holdings V Limited;

“**Bermuda Holdco 6**” means BPY Bermuda Holdings VI Limited;

“**BPY**” means Brookfield Property Partners L.P.;

“**Business Day**” means a day other than a Saturday, a Sunday or any other day that is a statutory or civic holiday in the place where New LP has its head office;

“**CanHoldco**” means Brookfield BPY Holdings Inc.;

“**CanHoldco 2**” means Brookfield BPY Retail Holdings II Inc.;

“**Exemptive Relief**” means the exemptive relief from the Ontario Securities Commission with respect to certain Canadian securities law obligations of reporting issuers in the provinces and territories of Canada, including, *inter alia*, permission for New LP to rely on the exemption contained in section 13.4(2) of NI 51-102 from filing certain continuous disclosure documents with Canadian securities regulatory authorities;

---

- 4 -

“**Governing Body**” means (i) with respect to a corporation or limited company, such corporation or limited company, (ii) with respect to a limited liability company, a manager or managing partner of such limited liability company, (iii) with respect to a limited partnership, a general partner of such limited partnership (or if any such general partner is itself a partnership, such general partner’s general partner), (iv) with respect to a general partnership, the managing partner (or if there is no managing partner, each partner), and (v) with respect to any other Person, the Person that has the power to determine the management and policies of such Person by status, and in the case of each of (i) through (v) includes any Person to whom such Person has delegated any power or authority;

“**Guaranteed New LP Preferred Units**” means the Class A Cumulative Redeemable Preferred Units, Series 1 in the capital of New LP;

“**Guaranteed Preferred Unit Obligations**” means all present and future payment obligations of New LP to the Holders in respect of the Guaranteed New LP Preferred Units including in respect of (a) all accumulated, accrued and unpaid distributions that have been declared on the New Preferred Units out of funds legally available for such distributions; (b) the applicable redemption price, plus all accumulated, accrued and unpaid distributions to the date of redemption, with respect to any New Preferred Units called for redemption by New LP; (c) US\$25.00 per New Preferred Unit upon the maturity of the Guaranteed New LP Preferred Units plus all accumulated, accrued and unpaid distributions to the maturity date; and (d) upon a voluntary or involuntary dissolution, winding-up or termination of New LP, the aggregate of the liquidation preference of US\$25.00 and all accumulated, accrued and unpaid distributions on the Guaranteed New LP Preferred Units, whether or not declared, without regard to whether New LP has sufficient assets to make full payment as required on liquidation;

“**Guarantor Preferred Securities**” means, with respect to any Guarantor, collectively, all preferred equity securities of such Guarantor, whether existing on the date hereof or created and issued at any time and from time to time after the date hereof, which shall include

but not be limited to, (a) for BPY, BPY's Class A Cumulative Redeemable Perpetual Preferred Units (including the 6.50% Class A Cumulative Redeemable Perpetual Preferred Units, Series 1, 6.375% Class A Cumulative Redeemable Perpetual Preferred Units, Series 2 and 5.750% Class A Cumulative Redeemable Perpetual Preferred Units, Series 3) and (b) for Property Partnership, Property Partnership's series 1, series 2 and series 3 class A preferred units;

“**Guarantors**” means, collectively, BPY, Property Partnership, CanHoldco, CanHoldco 2, Bermuda Holdco, Bermuda Holdco 2, Bermuda Holdco 4, Bermuda Holdco 5 and Bermuda Holdco 6, and “**Guarantor**” means any of them;

“**Holders**” means the registered holders (in such capacities) of the Guaranteed New LP Preferred Units from time to time;

“**New LP**” means Brookfield Property Preferred L.P., an exempted limited partnership formed under the laws of Bermuda;

“**NI 51-102**” means National Instrument 51-102 – *Continuous Disclosure Obligations* of the Canadian Securities Administrators;

---

- 5 -

“**Officer's Certificate**” means, with respect to a Guarantor, a certificate signed by any officer or director (or the equivalent) in that capacity and without personal liability of the Governing Body of such Guarantor and delivered to New LP;

“**Parity Guarantor Obligations**” means, with respect to any Guarantor, collectively: (a) all financial liabilities and obligations of such Guarantor to the holders of the Guarantor Preferred Securities of such Guarantor, including in respect of (i) all accumulated, accrued and unpaid dividends or distributions that have been declared on the Guarantor Preferred Securities of such Guarantor out of funds legally available for such dividends or distributions, (ii) the applicable redemption price, plus all accumulated, accrued and unpaid dividends or distributions to the date of redemption, with respect to any Guarantor Preferred Securities of such Guarantor called for redemption, and (iii) upon a voluntary or involuntary dissolution, winding-up or termination of such Guarantor, the aggregate of the liquidation preference and all accumulated, accrued and unpaid dividends or distributions on the Guarantor Preferred Securities of such Guarantor, whether or not declared, without regard to whether such Guarantor has sufficient assets to make full payment as required on liquidation and (b) all indebtedness, liabilities and obligations of such Guarantor that are expressly stated to be *pari passu* to the Guaranteed Preferred Unit Obligations;

“**Person**” means an individual, a corporation, a partnership, an association, a trust or any other entity or organization, including a government or political subdivision or an agency or instrumentality thereof;

“**Property Partnership**” means Brookfield Property L.P.;

“**Senior Guarantor Obligations**” means, in respect of any Guarantor, all principal, interest, premium, fees and other amounts owing on, under or in respect of:

- (a) all indebtedness (including any indebtedness to trade creditors), liabilities and obligations of such Guarantor, whether outstanding on the date of this Guarantee or thereafter created, incurred, assumed or guaranteed; and
- (b) all renewals, extensions, restructurings, refinancings and refundings of any such indebtedness, liabilities or obligations;

in each case excluding the Guaranteed Preferred Unit Obligations, any Parity Guarantor Obligations of such Guarantor and any Subordinate Guarantor Obligations of such Guarantor;

“**Specified Guarantors**” means any Guarantor other than BPY or the Property Partnership; and

“**Subordinate Guarantor Obligations**” means, with respect to any Guarantor, collectively (a) all financial liabilities and obligations of such Guarantor to the holders of all securities in the capital of such Guarantor with entitlements to the amount to which the holders of such series or class are entitled in the event of a distribution of the assets of such Guarantor of such series or class upon the liquidation, dissolution or winding-up of such Guarantor, plus, without duplication, an amount equal to all accrued and unpaid distributions up to, but excluding, the date fixed for payment or distribution, that are subordinate to the entitlements of the Guarantor Preferred Securities of such Guarantor, and (b) all indebtedness, liabilities and obligations of such Guarantor that are expressly stated to be subordinate to the Senior Guarantor Obligations of such Guarantor and the Parity Guarantor Obligations of such Guarantor.

## 1.2 Compliance Certificates and Opinions

Upon any application or request by a Guarantor to New LP to take any action under any provision of this Guarantee, New LP will have the right to request that such Guarantor deliver an Officer's Certificate stating that all conditions precedent, if any, provided for in this Guarantee relating to the proposed action have been complied with and/or an opinion of counsel stating that in the opinion of such counsel all such legal conditions precedent, if any, have been complied with.

## 1.3 Acts of Holders

1.3.1 Any request, demand, authorization, direction, notice, consent, waiver or other action provided by this Guarantee to be given or taken by one or more Holders may be embodied in and evidenced by one or more instruments of substantially similar tenor signed by such Holders in person or by agents duly appointed by them in writing. Except as herein otherwise expressly provided, such action will become effective when such instrument or instruments are delivered to New LP and to the Guarantors. Such instrument or instruments (and the action embodied therein and evidenced thereby) are herein sometimes referred to as the "Act" of the Holders signing such instrument or instruments or so voting at any such meeting. Proof of execution of any such instrument or of a writing appointing any such agent, or of the holding by any Person of a New LP Preferred Unit, will be sufficient for any purpose of this Guarantee and conclusive in favour of the Guarantors and New LP, if made in the manner provided in this section.

1.3.2 The fact and date of the execution by any Person of any such instrument or writing may be proved by the affidavit of a witness of such execution or by a certificate of a notary public or other officer authorized by law to take acknowledgments of deeds, certifying that the individual signing such instrument or writing acknowledged to him the execution thereof. Where such execution is by a signer acting in a capacity other than his individual capacity, such certificate or affidavit will also constitute sufficient proof of authority. The fact and date of the execution of any such instrument or writing, or the authority of the Person executing the same, may also be proved in any other manner that New LP deems sufficient.

1.3.3 If a Guarantor or New LP solicits from the Holders any request, demand, authorization, direction, notice, consent, waiver or other Act, such Guarantor or New LP may, at its option, fix in advance a record date for the determination of Holders entitled to give such request, demand, authorization, direction, notice, consent, waiver or other Act, but such Guarantor or New LP will have no obligation to do so. Such record date will be the record date specified by such Guarantor, which will be a date not earlier than the date 30 days prior to the first solicitation of Holders generally in connection therewith and not later than the date such solicitation is completed. If such a record date is fixed, such request, demand, authorization, direction, notice, consent, waiver or other Act may be given before or after such record date, but only the Holders of record at the close of business on such record date will be deemed to be Holders for the purposes of determining whether Holders of the requisite percentage of outstanding Guaranteed New LP Preferred Units have authorized or agreed or consented to such request, demand, authorization, direction, notice, consent, waiver or other Act, and for that purpose the outstanding Guaranteed New LP Preferred Units will be computed as of such record date; provided that no such authorization, agreement or consent by the Holders on such record date will be deemed effective unless it becomes effective pursuant to the provisions of this Guarantee not later than eleven months after the record date.

## 1.4 Notices, Etc. to New LP and Guarantors

Any request, demand, authorization, direction, notice, consent, waiver or Act of Holders or other documents provided or permitted by this Guarantee to be made upon, given or furnished to, or filed with:

- (a) any of New LP, BPY, Property Partnership, Bermuda Holdco, Bermuda Holdco 2, Bermuda Holdco 4, Bermuda Holdco 5 or Bermuda Holdco 6 by any Holder, any other Guarantor or New LP shall be sufficient for every purpose hereunder

(unless otherwise herein expressly provided) if in writing and delivered, mailed (first-class postage prepaid) or sent by facsimile to New LP, BPY, Property Partnership, Bermuda Holdco, Bermuda Holdco 2, Bermuda Holdco 4, Bermuda Holdco 5 or Bermuda Holdco 6 (as applicable) addressed to it at 73 Front Street, 5th Floor, Hamilton HM 12, Bermuda, Attention: Corporate Secretary, Facsimile No. 441-296-4475; or

- (b) CanHoldco or CanHoldco 2 by any Holder, any other Guarantor or New LP shall be sufficient for every purpose hereunder (unless otherwise herein expressly provided) if in writing and delivered, mailed (first-class postage prepaid) or sent by facsimile to CanHoldco, CanHoldco 2 or New LP (as applicable) addressed to it at Brookfield Place, 181 Bay Street, Suite 300, Toronto ON M5J 2T3, Attention: Secretary, Facsimile No. 416-369-2301.

Any delivery made or facsimile sent on a day other than a Business Day, or after 3:00 p.m. (Toronto time) on a Business Day, will be deemed to be received on the next following Business Day. Anything mailed will not be deemed to have been given until it is actually received. The Guarantors or New LP may from time to time notify the other of a change in address or facsimile number which thereafter, until changed by like notice, will be its address or facsimile number of such Guarantor or New LP for all purposes of this Guarantee.

#### 1.5 **Notice to Holders; Waiver**

Where this Guarantee provides for notice of any event to the Holders by the Guarantors or New LP, such notice will be sufficiently given (unless otherwise herein expressly provided) if in writing and mailed, first-class postage prepaid, to each Holder at the Holder's address as it appears in the list of Holders as provided by New LP, not later than the latest date, and not earlier than the earliest date, prescribed for the giving of such notice or in any other manner from time to time permitted by applicable laws, including, without limitation, internet-based or other electronic communications. In any case where notice to the Holders is given by mail, neither the accidental failure to mail such notice, nor any defect in any notice so mailed, to any particular Holder will affect the sufficiency of such notice with respect to other Holders, but upon such failure to mail or such defect in any notice so mailed being discovered, the notice (as corrected to address any defects) will be mailed forthwith to such Holder. Any notice mailed to a Holder in the manner herein prescribed will be conclusively deemed to have been received by such Holder, whether or not such Holder actually receives such notice.

---

- 8 -

Any request, demand, authorization, direction, notice, consent or waiver required or permitted under this Guarantee will be in the English language.

Where this Guarantee provides for notice in any manner, such notice may be waived in writing by the Person entitled to receive such notice, either before or after the event, and such waiver will be the equivalent of such notice.

#### 1.6 **Effect of Headings and Table of Contents**

The Article and section headings herein are for convenience only and will not affect the construction hereof.

#### 1.7 **Successors and Assigns**

All covenants and agreements in this Guarantee by the Guarantors will bind its successors and permitted assigns, whether so expressed or not.

#### 1.8 **Severability Clause**

In case any provision in this Guarantee will be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.

#### 1.9 **Governing Law**

This Guarantee will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

1.10 **No Recourse Against Certain Persons**

A director (or the equivalent for a Guarantor that is not a corporation), officer, employee or securityholder, as such, of a Guarantor or the Governing Body of a Guarantor will not have any liability for any obligations of such Guarantor under this Guarantee or for any claim based on, in respect of or by reason of such obligations or its creation. Each of the parties hereto acknowledges that BPY, Property Partnership and New LP are limited partnerships and that there is no recourse to the limited partners of BPY, Property Partnership or New LP.

1.11 **Language**

Les parties aux présentes ont exigé que la présente convention ainsi que tous les documents et avis qui s'y rattachent et/ou qui en découleront soient rédigés et exécutés en langue anglaise. The parties hereto have required that this Guarantee and all documents and notices related thereto be drafted and executed in English.

---

- 9 -

**ARTICLE 2**  
**GUARANTEE**

2.1 **Guarantee**

The Guarantors irrevocably and unconditionally, jointly and severally, guarantee in favour of the Holders the due and punctual payment of the Guaranteed Preferred Unit Obligations, regardless of any defense (except for the defense of payment by New LP), right of set-off or counterclaim which a Guarantor may now or hereafter have or assert.

2.2 **Guarantee of Payment**

If New LP fails to pay any of the Guaranteed Preferred Unit Obligations when due, the Guarantors will pay to the Holders the Guaranteed Preferred Unit Obligations immediately after demand is made in writing pursuant to this Guarantee by one or more Holders or New LP, but in any event, the Guarantors agree that they will make such payment within 15 days of any failure by New LP to pay the Guaranteed Preferred Unit Obligations when due without any evidence that the Holders have demanded that New LP pay any such Guaranteed Preferred Unit Obligations.

Each Guarantor's obligation to pay Guaranteed Preferred Unit Obligations hereunder may be satisfied by (a) direct payment to the Holders entitled thereto, or (ii) payment to the transfer agent(s) for the Guaranteed New LP Preferred Units for distribution to the Holders in accordance with their respective entitlements thereto. A Guarantor will give prompt written notice to New LP if such Guarantor makes any such payment directly to the Holders hereunder. If such payment is made to the transfer agent(s) for the Guaranteed New LP Preferred Units, New LP agrees that it will cause such transfer agent(s) to co-operate with such Guarantor for the purpose of making such payments to the Holders in accordance with their respective entitlements. If there is no transfer agent for the Guaranteed New LP Preferred Units at that time or the transfer agent(s) will not co-operate, New LP hereby irrevocably directs such Guarantor to take commercially reasonable steps to make each payment owing hereunder to the Holders directly according to their respective rights and interests in the Guaranteed New LP Preferred Units then outstanding, or to make commercially reasonable arrangements for those amounts to be held for the benefit of and distributed to such Holders as soon as practicable.

---

- 10 -

2.3 **Guarantee Absolute**

Each Guarantor guarantees that the Guaranteed Preferred Unit Obligations will be paid strictly in accordance with the terms of the Guaranteed New LP Preferred Units and this Guarantee within the time required by section 2.2, regardless of any law, regulation or order now or hereafter in effect in any jurisdiction affecting any such terms or the rights of the Holders with respect thereto. The liability of each Guarantor under this Guarantee is absolute and unconditional irrespective of:

- (a) any sale, transfer or assignment by any Holder of any Guaranteed New LP Preferred Units or any right, title, benefit or interest of such Holder therein or thereto;
- (b) any amendment or change in or to, or any waiver of, any of the terms of the Guaranteed New LP Preferred Units;
- (c) any change in the name, objects, constitution, capacity, capital or the constating documents of a Guarantor or New LP;
- (d) any partial payment by New LP, or any release or waiver, by operation of law or otherwise, of the performance or observance by New LP of any express or implied agreement, covenant, term or condition relating to the Guaranteed New LP Preferred Units to be performed or observed by New LP;
- (e) the extension of time for the payment by New LP of all or any portion of the Guaranteed Preferred Unit Obligations or the extension of time for the performance of any other obligation under, arising out of, or in connection with, the Guaranteed New LP Preferred Units;
- (f) any failure, omission, delay or lack of diligence on the part of the Holders to enforce, assert or exercise any right, privilege, power or remedy conferred on the Holders pursuant to the terms of the Guaranteed New LP Preferred Units, or any action on the part of New LP granting indulgence or extension of any kind;
- (g) the recovery of any judgment against New LP, any voluntary or involuntary liquidation, dissolution, winding up, merger, amalgamation or reorganization of New LP or a Guarantor, any sale or other disposition of all or substantially all of the assets of New LP, or any judicial or extrajudicial receivership, insolvency, bankruptcy, assignment for the benefit of, or proposal to, creditors, reorganization, moratorium, arrangement, composition with creditors, or readjustment of debt of, or other proceedings affecting New LP, a Guarantor or any of the assets of New LP or a Guarantor;
- (h) any circumstance, act or omission that would prevent subrogation operating in favour of a Guarantor;
- (i) any invalidity of, or defect or deficiency in, the Guaranteed New LP Preferred Units or this Guarantee;
- (j) the settlement or compromise of any obligation guaranteed hereby or hereby incurred; or
- (k) any other circumstance, act or omission that might otherwise constitute a defence available to, or a discharge of, New LP or a Guarantor in respect of any of the Guaranteed Preferred Unit Obligations (other than, and to the extent of, the payment or satisfaction thereof),

it being the intent of the Guarantors that their obligations in respect of the Guaranteed Preferred Unit Obligations is absolute and unconditional under all circumstances and will not be discharged except by payment in full of the Guaranteed Preferred Unit Obligations. The Guarantors hereby waive notice of acceptance of this Guarantee. The Holders will not be bound or obliged to exhaust their recourse against New LP or any other Person before being entitled to demand payment from the Guarantors hereunder.

## 2.4 Continuing Guarantee

Subject to section 4.1 and section 4.2, this Guarantee will apply to and secure any ultimate balance due or remaining due to the Holders in respect of the Guaranteed Preferred Unit Obligations and is a binding, absolute and continuing obligation of each Guarantor until such date (if any) as this Guarantee terminates in accordance with its terms. Subject to section 4.1, this Guarantee will continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the Guaranteed Preferred Unit Obligations is rescinded or declared void, or any Guaranteed Preferred Unit Obligations must otherwise be returned by the Holders for any reason, including the insolvency, bankruptcy, dissolution or reorganization of New LP or upon or as a result of the appointment of a custodian, receiver, trustee or other officer with similar powers with respect to New LP or any substantial part of its property, all as though such payment had not been made. If at any time New LP is precluded from making payment when due in respect of any Guaranteed Preferred Unit Obligations by reason of the provisions of applicable law or otherwise, such amounts will nonetheless be deemed to be

due and payable by New LP to the Holders for all purposes of this Guarantee. This is a guarantee of payment, and not merely a deficiency or collection guarantee.

## 2.5 **Rights of Holders**

Each Guarantor expressly acknowledges that this Guarantee inures to the benefit of, and is intended to be for the benefit of, the Holders, who are intended third-party beneficiaries of this Guarantee. A Holder may enforce this Guarantee directly against any Guarantor to enforce such Holder's rights to receive payment under this Guarantee without first instituting legal proceedings directly against New LP, any other Guarantor, or any other person or entity.

## 2.6 **Subrogation**

The Guarantors will not have the right to enforce any rights of subrogation against New LP in respect of any payment made to the Holders hereunder until such time as all Guaranteed Preferred Unit Obligations have been fully satisfied. In the case of the liquidation, dissolution, winding-up or bankruptcy of New LP (whether voluntary or involuntary), or if New LP makes an arrangement or compromise or proposal with its creditors, the Holders will have the right to rank for their full claim and to receive all dividends or other payments in respect thereof until their claims have been paid in full, and the Guarantors will continue to be liable, jointly and severally, to the Holders for any balance of the Guaranteed Preferred Unit Obligations which may be owing to the Holders by New LP. The Guaranteed Preferred Unit Obligations will not, however, be released, discharged, limited or affected by the failure or omission of the Holders to prove the whole or part of any claim against New LP. If any amount is paid to a Guarantor on account of any subrogation arising hereunder at any time when there are Guaranteed Preferred Unit Obligations owing that have not been paid when due, such amount will be held in trust by such Guarantor for the benefit of the Holders and will forthwith be paid to the Holders or the transfer agent in accordance with section 2.2 to be credited and applied against the Guaranteed Preferred Unit Obligations that are so owing and unpaid.

## 2.7 **Independent Obligations**

Each Guarantor acknowledges that its obligations hereunder are independent of the obligations of New LP with respect to the Guaranteed New LP Preferred Units and that such Guarantor is liable to pay the Guaranteed Preferred Unit Obligations pursuant to the terms of this Guarantee notwithstanding the occurrence of any event referred to in subsections (a) through (k), inclusive, of section 2.3. Each Guarantor will pay the Guaranteed Preferred Unit Obligations without regard to any equities between it and New LP or any defence, right of set-off, or claim for compensation, abatement, combination of accounts or cross-claim that it or New LP or the other Guarantors may have.

---

- 12 -

## **ARTICLE 3** **RANKING OF GUARANTEED OBLIGATIONS**

### 3.1 **Ranking**

The obligations of each Guarantor hereunder, including the Guaranteed Preferred Unit Obligations, are: (a) subordinate to all Senior Guarantor Obligations of such Guarantor, (b) *pari passu* with all Parity Guarantor Obligations of such Guarantor and (c) senior to all Subordinate Guarantor Obligations of such Guarantor.

Each Holder, as a condition to and by acceptance of the benefits conferred hereby, agrees to and will be bound by the provisions of this Article 3.

### 3.2 **Order of Payment**

Upon any distribution of the assets of a Guarantor on any dissolution, winding up, liquidation or reorganization of such Guarantor (whether in bankruptcy, insolvency or receivership proceedings, or upon an "assignment for the benefit of creditors" or any other marshalling of the assets and liabilities of such Guarantor, or otherwise):

- (a) all Senior Guarantor Obligations of such Guarantor will first be paid in full, or provision made for such payment, before any payment is made on account of the Guaranteed Preferred Unit Obligations; and

- any payment or distribution of assets of such Guarantor, whether in cash, property or securities, to which the Holders or New LP on behalf of the Holders would be entitled except for the provisions of this Article 3, will be paid or delivered by the trustee in bankruptcy, receiver, assignee for the benefit of creditors, or other liquidating agent making such payment or distribution, directly to the holders of Senior Guarantor Obligations of such Guarantor or to their representative or representatives, or to the trustee or trustees under any indenture pursuant to which any instruments evidencing any of such Senior Guarantor Obligations may have been issued, to the extent necessary to pay all such Senior Guarantor Obligations of such Guarantor.
- (b)

### **3.3 Subrogation to Rights of Holders of Senior Guarantor Obligations**

Subject to the payment in full of all Senior Guarantor Obligations of a Guarantor, New LP, for the benefit of the Holders, will be subrogated to the rights of the holders of Senior Guarantor Obligations to receive payments or distributions of assets of such Guarantor (to the extent of the application thereto of such payments or other assets which would have been received by the Holders but for the provisions hereof) until the Guaranteed Preferred Unit Obligations will be paid in full, and no such payments or distributions to the Holders of cash, property or securities, which are payable or distributable to the holders of such Senior Guarantor Obligations pursuant to this Article 3, will, as between such Guarantor, its creditors (other than the holders of Senior Guarantor Obligations), and the Holders, be deemed to be a payment by such Guarantor to the holders of such Senior Guarantor Obligations or on account of such Senior Guarantor Obligations, it being understood that the provisions of this Article 3 are and are intended solely for the purpose of defining the relative rights of the Holders, on the one hand, and the holders of Senior Guarantor Obligations of such Guarantor, on the other hand.

### **3.4 Obligation to Pay Not Impaired**

Nothing contained in this Article 3 or elsewhere in this Guarantee or in the Guaranteed New LP Preferred Units is intended to or will impair, as between a Guarantor, its creditors (other than the holders of Senior Guarantor Obligations), and the Holders, the obligation of such Guarantor, which is absolute and unconditional, to pay to the Holders the Guaranteed Preferred Unit Obligations in accordance herewith, as and when the same will become due and payable in accordance with this Guarantee, or affect the relative rights of the Holders and creditors of such Guarantor other than the holders of the Senior Guarantor Obligations; nor will anything herein or therein prevent New LP or any Holder from exercising all remedies otherwise permitted by applicable law upon default under this Guarantee, subject to the rights, if any, under this Article 3 of the holders of Senior Guarantor Obligations in respect of cash, property or securities of a Guarantor that are received upon the exercise of any such remedy and the provisions of this Guarantee.

### **3.5 No Payment if Senior Guarantor Obligations in Default**

Upon the maturity of any Senior Guarantor Obligations that constitutes indebtedness of a Guarantor by lapse of time, acceleration, demand or otherwise, then, except as provided in section 3.6, all such matured Senior Guarantor Obligations will first be paid in full, or will first have been duly provided for, before any payment by such Guarantor is made on account of the Guaranteed Preferred Unit Obligations.

In case of any default with respect to any Senior Guarantor Obligations that constitutes indebtedness of a Guarantor and permits the holders thereof to accelerate the maturity of such indebtedness, unless and until such default will have been cured or waived or will have ceased to exist, no payment (by purchase of the Guaranteed New LP Preferred Units or otherwise) will be made by such Guarantor with respect to the Guaranteed Preferred Unit Obligations, and neither New LP nor any Holder will be entitled to demand, institute proceedings for the collection of, or receive any payment or benefit from such Guarantor (including, without limitation, by way of set-off, combination of accounts or otherwise in any manner whatsoever) on account of the Guaranteed Preferred Unit Obligations after the happening of such a default (except as provided in section 3.6), and unless and until such default will have been cured or waived or will have ceased to exist, such payments received from such Guarantor will be held in trust for the benefit of, and, if and when such Senior Guarantor Obligations of such Guarantor will have become due and payable, will be paid over to, the holders of such Senior Guarantor Obligations or their representative or representatives or to the trustee or trustees under any indenture under which any instruments evidencing an amount of such Senior Guarantor Obligations remaining unpaid, until all such Senior Guarantor Obligations will have been paid in full, after giving effect to any concurrent payment or distribution to the holders of such Senior Guarantor Obligations.

### 3.6 **Payment on Guaranteed New LP Preferred Units Permitted**

Nothing contained in this Article 3 or elsewhere in this Guarantee, or in any of the Guaranteed New LP Preferred Units, will affect the obligation of a Guarantor to make, or prevent such Guarantor from making, at any time except during the pendency of any dissolution, winding up or liquidation of such Guarantor or reorganization proceedings specified in section 3.2 affecting the affairs of such Guarantor, any payment on account of the Guaranteed Preferred Unit Obligations, except that such Guarantor will not make any such payment other than as contemplated by this Article 3, if it is in default in payment of any of its Senior Guarantor Obligations. Nothing contained in this Article 3 or elsewhere in this Guarantee, or in any of the Guaranteed New LP Preferred Units, will prevent the application by New LP of any moneys deposited with New LP for the purpose so deposited, to the payment of or on account of the Guaranteed Preferred Unit Obligations unless and until New LP will have received written notice from a Guarantor or from a holder of Senior Guarantor Obligations or from the representative of any such holder of default with respect to any Senior Guarantor Obligations permitting the holder(s) thereof to accelerate the maturity thereof.

### 3.7 **Confirmation of Subordination**

As a condition to the benefits conferred hereby on each Holder, each Holder by acceptance thereof authorizes and directs New LP, on its behalf, to take such action as may be necessary or appropriate to effectuate the subordination as provided in this Article 3, and appoints New LP as the Holder's attorney-in-fact for any and all such purposes. Upon request of a Guarantor, and upon being furnished with an Officer's Certificate stating that one or more named persons are holders of Senior Guarantor Obligations of such Guarantor, or the representative or representatives of such holders, or the trustee or trustees under which any instrument evidencing such Senior Guarantor Obligations may have been issued, and specifying the amount and nature of such Senior Guarantor Obligations, New LP will enter into a written agreement or agreements with such Guarantor and the person or persons named in such Officer's Certificate providing that such person or persons are entitled to all the rights and benefits of this Article 3 as the holder or holders, representative or representatives, or trustee or trustees of such Senior Guarantor Obligations, specified in such Officer's Certificate and in such agreement. Such agreement will be conclusive evidence that the indebtedness specified therein is Senior Guarantor Obligations, however, nothing herein will impair the rights of any holder of Senior Guarantor Obligations who has not entered into such an agreement.

### 3.8 **New LP May Hold Senior Guarantor Obligations**

New LP is entitled to all the rights set forth in this Article 3 with respect to any Senior Guarantor Obligations at the time held by it, to the same extent as any other holder of Senior Guarantor Obligations, and nothing in this Guarantee deprives New LP of any of its rights as such holder.

### 3.9 **Rights of Holders of Senior Guarantor Obligations Not Impaired**

No right of any present or future holder of any Senior Guarantor Obligations to enforce any subordination herein will at any time or in any way be prejudiced or impaired by any act or failure to act on the part of a Guarantor or by any non-compliance by a Guarantor with the terms, provisions and covenants of this Guarantee, regardless of any knowledge thereof which any such holder may have or be otherwise charged with.

### 3.10 **Altering Senior Guarantor Obligations**

A holder of Senior Guarantor Obligations has the right to extend, renew, modify or amend the terms of such Senior Guarantor Obligations or any security therefor and to release, sell or exchange such security and otherwise to deal freely with a Guarantor or any other Person, all without notice to or consent of the Holders or New LP and without affecting the subordination herein, the liabilities and obligations of the parties to this Guarantee or the Holders.

### 3.11 **Additional Indebtedness**

This Guarantee does not restrict any of the Guarantors from incurring any obligations or indebtedness (including Senior Guarantor Obligations) or from encumbering, mortgaging, pledging or charging its properties or undertaking.

#### **ARTICLE 4** **TERMINATION AND REMEDIES**

##### **4.1 Term of Guarantee**

This Guarantee will come into force and be effective on the date hereof and will terminate and be of no further force and effect (except in respect of any demand made on the Guarantors hereunder prior to the date set out below) on the earliest of:

- (a) the date as of which no Guaranteed New LP Preferred Units are outstanding;
- (b) the full payment of the applicable redemption price plus accumulated, accrued and unpaid distributions to the date of redemption; and
- (c) the full payment of the amounts payable in accordance with the limited partnership agreement of New LP upon dissolution, winding-up or termination of New LP;

provided that if there are any Guaranteed Preferred Unit Obligations owing and payable on such date, this Guarantee will continue until such Guaranteed Preferred Unit Obligations are paid in full by New LP or the Guarantors (and will terminate and be of no further force or effect on the date such Guaranteed Preferred Unit Obligations are so paid in full). At the request of any Guarantor, New LP will confirm any termination of this Guarantee pursuant to this section 4.1 (which confirmation will be binding on New LP and all Holders).

---

- 16 -

##### **4.2 Termination of Guarantee**

All of the rights, obligations and liabilities of any Guarantor pursuant to this Guarantee will terminate upon the conveyance, distribution or transfer (including pursuant to a reorganization, consolidation, liquidation, dissolution, sale of any collateral, winding up, merger, amalgamation, arrangement or otherwise) of all or substantially all of such Guarantor's properties, securities and assets to a Person that has assumed the obligations of such Guarantor pursuant to Article 5. Upon any termination of this Guarantee, New LP will, upon request of a Guarantor, provide a written acknowledgement of such termination to such Guarantor.

##### **4.3 Rights and Remedies Cumulative**

No right or remedy herein conferred upon or reserved to the Holders is intended to be exclusive of any other right or remedy, and every right and remedy will, to the extent permitted by law, be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, will not prevent the concurrent assertion or employment of any other appropriate right or remedy.

##### **4.4 Delay or Omission Not Waiver**

No delay or omission of any Holder to exercise any right or remedy accruing hereunder will impair any such right or remedy or constitute a waiver or an acquiescence therein.

##### **4.5 Waiver of Stay or Extension Laws**

Each Guarantor covenants (to the extent that it may lawfully do so) that it will not at any time insist upon, or plead, or in any manner whatsoever claim or take the benefit or advantage of, any stay or extension law wherever enacted, now or at any time hereafter in force, which may affect the covenants or the performance of this Guarantee.

##### **4.6 Release of Guarantors**

Notwithstanding anything to the contrary in this Guarantee, a Specified Guarantor shall be released from this Guarantee, and this Guarantee will be no further force and effect with respect to such Specified Guarantor, on the date such Specified Guarantor becomes a direct or indirect wholly-owned subsidiary of another Specified Guarantor provided that such Specified Guarantor that becomes a direct or indirect wholly-owned subsidiary of another Specific Guarantor is not a guarantor of any Guarantor Preferred Securities of any other Guarantor.

---

- 17 -

**ARTICLE 5**  
**CONVEYANCE OR TRANSFER**

**5.1 Conveyance or Transfer; Only on Certain Terms**

A Guarantor will not convey, distribute or transfer all or substantially all of its property and assets to any Person that is not a subsidiary entity of a Guarantor unless such Person expressly assumes, by an agreement executed and delivered to New LP, the Guarantor's obligations hereunder for the Guaranteed Preferred Unit Obligations and the performance and observance of every covenant of this Guarantee on the part of such Guarantor to be performed or observed.

**5.2 Successor Person Substituted**

Upon any conveyance, distribution or transfer of all or substantially all of the property and assets of a Guarantor to any Person in accordance with section 5.1, the successor Person to which such conveyance, distribution or transfer is made will succeed to, and be substituted for, and may exercise every right and power of, the applicable Guarantor under this Guarantee with the same effect as if such successor Person had been named as such Guarantor herein, and in the event of any such conveyance, distribution or transfer, the transferring Guarantor will be discharged of all obligations and covenants under this Guarantee.

**ARTICLE 6**  
**AMENDMENTS**

**6.1 Amendments Without Consent of Holders**

The Guarantors and New LP may, at any time and from time to time, amend this Guarantee without the consent of the Holders for any of the following purposes:

- (a) to evidence the succession of another Person to a Guarantor and the assumption by any such successor of the covenants of the applicable Guarantor contained herein or to add another Person as a guarantor hereunder (with such Person thereafter becoming a Guarantor for purposes of this Guarantee);
- (b) to add to the covenants of the Guarantors or to surrender any right or power herein conferred upon the Guarantors which is for the benefit of the Holders or is not prejudicial to the rights of the Holders;
- (c) to cure any ambiguity, to correct or supplement any provision herein which may be inconsistent with any other provision herein, or to make any other provisions with respect to matters or questions arising under this Guarantee which do not adversely affect the interests of the Holders in any material respect; or
- (d) to supplement any of the provisions of this Guarantee to such extent as is necessary to permit or facilitate the termination of this Guarantee pursuant to section 4.1 or section 4.2.

---

- 18 -

**6.2 Amendments with Consent of Holders**

With the consent of either (i) the Holders representing not less than 66⅔% of the then outstanding Guaranteed New LP Preferred Units, by Act of such Holders delivered to the Guarantors and New LP, or (ii) if a meeting of the Holders is called for obtaining such consent, Holders representing not less than a majority of the Guaranteed New LP Preferred Units represented at such meeting and voting in respect of such consent, the Guarantors and New LP may enter into an amendment of this Guarantee for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Guarantee or of modifying in any manner the rights of the Holders under this Guarantee.

### 6.3 **Effect of Amendments**

Upon the execution of any amending agreement under this Article, this Guarantee will be modified in accordance therewith, and such amendment will form a part of this Guarantee for all purposes.

### 6.4 **Notice of Amending Agreements**

Promptly after the execution by the Guarantors and New LP of any amending agreement pursuant to the provisions of section 6.2, the Guarantors will give notice thereof to the Holders, setting forth in general terms the substance of such amending agreement.

## **ARTICLE 7** **COVENANTS AND OTHER PROVISIONS**

### 7.1 **Existence**

Subject to Article 5, each Guarantor will do or cause to be done all things necessary to preserve and keep in full force and effect its existence.

### 7.2 **Information**

New LP and the Guarantors will from time to time give each other such information as the other may reasonably require in order to determine the number of Guaranteed New LP Preferred Units or Guaranteed Preferred Unit Obligations outstanding at any time.

### 7.3 **Continuous Disclosure**

Each Guarantor agrees that it will furnish and file such continuous disclosure or other documents of such Guarantor, or perform any other task, obligation, or any other action required of such Guarantor to satisfy (i) applicable securities laws (including the rules of any applicable stock exchanges) and (ii) the terms and conditions of the Exemptive Relief in the manner and at the times required by the Exemptive Relief.

---

- 19 -

### 7.4 **Purchase of Guaranteed New LP Preferred Units**

Subject to applicable law, at any time when a Guarantor is not in default hereunder, such Guarantor may purchase Guaranteed New LP Preferred Units at any price in the market (including purchases from or through an investment dealer or a firm holding membership on a recognized stock exchange) or by tender available to all Holders of Guaranteed New LP Preferred Units or by private contract.

### 7.5 **Restrictions**

Each Guarantor agrees that, without the affirmative vote or consent of the Holders of not less than 66⅔% of the then outstanding Guaranteed New LP Preferred Units, such Guarantor shall not:

- (a) create or issue any class or series of equity securities established after the date of this Guarantee the terms of which class or series expressly provide that it ranks on parity with this Guarantee if the cumulative distributions payable on the then outstanding Guaranteed New LP Preferred Units are in Arrears;
- (b) create or issue any class or series of equity securities established after the date of this Guarantee the terms of which class or series expressly provide that it ranks senior to this Guarantee; or
- (c) declare or pay, or set apart for payment, any dividends or distributions on any of its Guarantor Preferred Securities if the full, cumulative distributions payable on the then outstanding Guaranteed New LP Preferred Units are in Arrears.

**ARTICLE 8**  
**MISCELLANEOUS**

**8.1 Counterparts and Electronic Transmission**

This Guarantee may be executed in any number of counterparts, each of which so executed will be deemed to be an original, but all such counterparts will together constitute but one and the same Guarantee. This Guarantee may be executed and delivered by facsimile or other electronic transmission of a counterpart hereof bearing a manual, facsimile or other electronic signature.

*[Remainder of Page Intentionally Left Blank]*

---

IN WITNESS WHEREOF the undersigned have duly executed and delivered this Guarantee as of the date first written above.

**BROOKFIELD PROPERTY PARTNERS L.P.**, by its general partner, **BROOKFIELD PROPERTY PARTNERS LIMITED**

By: /s/ Jane Sheere  
Name: Jane Sheere  
Title: Secretary

**BROOKFIELD PROPERTY L.P.**, by its managing general partner, **BROOKFIELD PROPERTY PARTNERS L.P.**, by its general partner, **BROOKFIELD PROPERTY PARTNERS LIMITED**

By: /s/ Jane Sheere  
Name: Jane Sheere  
Title: Secretary

**BROOKFIELD BPY HOLDINGS INC.**

By: /s/ Valerie Tso  
Name: Valerie Tso  
Title: Assistant Secretary

**BROOKFIELD BPY RETAIL HOLDINGS II INC.**

By: /s/ Valerie Tso  
Name: Valerie Tso  
Title: Assistant Secretary

**BPY BERMUDA HOLDINGS LIMITED**

By: /s/ Jane Sheere  
Name: Jane Sheere  
Title: Secretary

---

[New LP Guarantee Signature Page]

---

**BPY BERMUDA HOLDINGS II LIMITED**

By: /s/ Jane Sheere  
Name: Jane Sheere  
Title: Secretary

---

**BPY BERMUDA HOLDINGS IV LIMITED**

By: /s/ Jane Sheere  
Name: Jane Sheere  
Title: Secretary

---

**BPY BERMUDA HOLDINGS V LIMITED**

By: /s/ Jane Sheere  
Name: Jane Sheere  
Title: Secretary

---

**BPY BERMUDA HOLDINGS VI LIMITED**

By: /s/ Jane Sheere  
Name: Jane Sheere  
Title: Secretary

---

**BROOKFIELD PROPERTY PREFERRED L.P.**, by its general partner, **BROOKFIELD PROPERTY L.P.**, by its managing general partner, **BROOKFIELD PROPERTY PARTNERS L.P.**, by its general partner, **BROOKFIELD PROPERTY PARTNERS LIMITED**

By: /s/ Jane Sheere  
Name: Jane Sheere  
Title: Secretary

---

[New LP Guarantee Signature Page]

---