

INFORMATION CONCERNING NEW LP, THE NEW LP PREFERRED UNITS AND THE GUARANTORS

Information Concerning New LP and the Guarantors

New LP is an exempted limited partnership that was formed under the laws of Bermuda on April 13, 2021. New LP was formed for the purpose of, among other things, issuing the New LP Preferred Units. New LP has not carried on any active business since formation other than in connection with the Transaction. New LP's registered office is 73 Front Street, 5th Floor, Hamilton HM 12, Bermuda and its telephone number is +441-294-3309.

New LP is currently not a reporting issuer or the equivalent in any jurisdiction and is not listed on any stock exchange. As of the Effective Time, New LP will become a reporting issuer in each of the provinces and territories of Canada in which BPY is currently a reporting issuer by virtue of the completion of the Transaction. New LP will apply to the Canadian Securities Administrators for exemptive relief from certain Canadian continuous disclosure requirements. Pursuant to a "passport application" for exemptive relief to be made by BPY and New LP in accordance with National Policy 11-203 — *Process for Exemptive Relief Applications in Multiple Jurisdictions*, BPY and New LP will apply to receive exemptive relief (the "**Exemptive Relief**") from or on behalf of each of the securities regulatory authorities in each of the provinces and territories of Canada, which Exemptive Relief, if granted, among other things, will permit New LP to rely on the exemption provided in section 13.4 of NI 51-102. Pursuant to section 13.4 of NI 51-102, if the Exemptive Relief is granted, New LP will not be required to file with the Canadian Securities Administrators separate continuous disclosure information regarding New LP except for material change reports in the event there is a material change in respect of its affairs that is not also a material change in respect of the affairs of Brookfield Property Partners. The Exemptive Relief, if granted, will also provide New LP with exemptions from the disclosure requirements in Item 6 (Earnings Coverage Ratios), paragraphs 1 to 4 and 6 to 8 of Item 11.1(1) (Documents Incorporated by Reference) and Item 12 (Additional Disclosure for Issues of Guaranteed Securities) of Form 44-101F1 of National Instrument 44-101 — *Short Form Prospectus Distributions*.

New LP has also applied to list the New LP Preferred Units for trading on Nasdaq and the TSX and has received conditional approval for listing the New LP Preferred Units on the TSX. In reliance on Rule 12h-5 under the U.S. Exchange Act, New LP (including the Guarantors other than the BPY) does not intend to file annual reports, quarterly reports or current reports with the SEC. For so long as New LP (including the Guarantors other than BPY) relies on Rule 12h-5, certain financial information with respect to New LP (and the Guarantors other than BPY) will be included in the information BPY files with the SEC pursuant to the U.S. Exchange Act.

For information concerning the Guarantors, please see the BPY Annual Report.

Authorized and Outstanding Share Capital

The capital of New LP is as follows: (i) New LP Equity Units, and (ii) New LP General Partner Units. Prior to closing of the Transaction, New LP will create the Class A Cumulative Redeemable Preferred Units (the "**New LP Class A Units**"). The New LP Class A Units may be issued from time to time in one or more series. The New LP General Partner will fix the number of New LP Class A Units in each series and the terms of each series before issue. The first series of Class A Preferred Units will be the New LP Preferred Units.

As of June 7, 2021 there was one Equity Unit and one General Partner Unit issued and outstanding. The New LP Preferred Units will be issued on the Effective Date pursuant to the New LP Partnership Agreement. The attributes of the New LP Preferred Units are set out below.

Board of Directors

New LP is managed and controlled by a general partner (being the New LP General Partner). The New LP General Partner is managed and controlled by its managing general partner, BPY, which is in turn managed and controlled by its general partner, the BPY General Partner. Information with respect to the BPY Board of Directors and management of the BPY General Partner can be found in Item 6. "Directors, Senior Management and Employees" of the BPY Annual Report.

Limited Duties

The Bermuda Limited Partnership Act, under which New LP has been formed, does not impose statutory fiduciary duties on a general partner of a limited partnership in the same manner that certain corporate statutes, such as the OBCA, impose fiduciary duties on directors of a corporation. In general, under applicable Bermuda legislation, a general partner has a duty to act in good faith and subject to any express provisions of the partnership agreement to the contrary, to act in the interests of the limited partnership. A general partner also has certain limited statutory duties to the partnership's limited partners, such as the duty to render accounts. In addition, Bermuda common law recognizes that a general partner owes a duty of utmost good faith to its limited partners. However, to the extent that the New LP General Partner owes any such fiduciary duties to New LP and holders of partnership interests in New LP, these duties have been modified pursuant to the New LP Partnership Agreement as a matter of contract law, with the exception of the duty of the New LP General Partner to act in good faith, which cannot be modified.

Transfer Agent and Registrar

The transfer agent and registrar for the New LP Preferred Units will be AST Trust Company (Canada).

Financial Statements

Subject to New LP obtaining the Exemptive Relief, New LP's financial results will be reflected in the consolidated financial results of Brookfield Property Partners, as supplemented with consolidating summary financial information in accordance with section 13.4 of NI 51-102.

Description of the New LP Preferred Units and Guarantees

The following description of the particular terms of the New LP Preferred Units does not purport to be complete. The following description is subject to, and qualified in its entirety by reference to, the provisions of the New LP Partnership Agreement, which will be filed on New LP's SEDAR profile at www.sedar.com and on EDGAR at www.sec.gov. You are urged to read the New LP Partnership Agreement because it, and not this description, will define your rights as a New LP Preferred Unitholder.

General

The New LP Preferred Units offered hereby are the first series of Class A Preferred Units of New LP. Upon completion of this Transaction, there will be at least 20,000,000, and up to 40,000,000 New LP Preferred Units issued and outstanding depending on the result of the elections by Unitholders of the Types of Consideration. New LP may, without notice to or consent of the holders of the then outstanding New LP Preferred Units, authorize and issue additional New LP Junior Securities (as defined under "*— Ranking of the New LP Preferred Units*" below) and, subject to the limitations described under "*— Voting Rights*" below, New LP Senior Securities and New LP Parity Securities (each, as defined under "*— Ranking of the New LP Preferred Units*" below).

The holders of Class A Preferred Units of New LP and other partnership securities are entitled to receive, to the extent permitted by law and as provided in the New LP Partnership Agreement, such distributions as may from time to time be declared by the New LP General Partner. Upon any liquidation, dissolution or winding up of New LP's affairs, whether voluntary or involuntary, the holders of Class A Preferred Units of New LP, general partner interest and other partnership securities (if any) are entitled to receive distributions of New LP's assets as provided in the New LP Partnership Agreement, after New LP has satisfied or made provision for New LP's outstanding indebtedness and other obligations and after payment to the holders of any class or series of limited partner interests having preferential rights to receive distributions of New LP's assets over each such class of limited partner interests.

When issued in the manner described in this Document, the New LP Preferred Units will be fully paid and nonassessable. Subject to the matters described under "*— Liquidation Rights*," each New LP Preferred Unit has a fixed liquidation preference of \$25.00 per New LP Preferred Unit (subject to adjustment for any splits, combinations or similar adjustment to the New LP Preferred Units) plus an amount equal to accumulated and unpaid distributions thereon to, but excluding, the date fixed for payment, whether or not declared.

The New LP Preferred Units will not be convertible into any securities and will not have exchange rights or be entitled or subject to any preemptive or similar rights, except under circumstances set forth under “— *Substitution or Variation*” below.

The rights of holders of New LP Preferred Units will be based on the New LP Partnership Agreement, amendments to which may be proposed only by or with the consent of the New LP General Partner.

The New LP Preferred Units will be subject to redemption, in whole or in part, at New LP’s option (i) following a Change of Control Triggering Event, a Delisting Transaction Triggering Event, and/or a Change in Tax Law (ii) commencing on or after July 26, 2026 or, (iii) prior to July 26, 2026 upon occurrence of a Ratings Event. See “— *Redemption*.”

Unless the New LP Preferred Units are redeemed by New LP, they will mature on July 26, 2081, at which time each New LP Preferred Unitholder will be entitled to receive \$25.00 per New LP Preferred Unit, together with all accrued (whether or not declared) and unpaid distributions up to but excluding the date of maturity (less any tax required to be deducted and withheld by New LP).

Ranking of the New LP Preferred Units

The New LP Preferred Units will rank:

- senior to every class or series of limited partner interests or other securities that, with respect to the payment of distributions and any amounts payable distributions upon the dissolution, liquidation or winding-up of New LP, rank junior to the New LP Class A Units (collectively, the “**New LP Junior Securities**”);
- on parity with (i) every class or series of the New LP Class A Units as to the payment of distributions and amounts payable upon the liquidation, dissolution or winding-up of New LP and (ii) every other class or series of New LP’s limited partner interests or equity securities established after the original issue date of the New LP Preferred Units with terms expressly providing that such class or series ranks on parity with New LP Class A Units as to the payment of distributions and amounts payable upon a liquidation, dissolution or winding-up of New LP (collectively, the “**New LP Parity Securities**”);
- junior to every class or series of limited partner interests or equity securities established after the original issue date of the New LP Preferred Units with terms expressly made senior to the New LP Class A Units of New LP as to the payment of distributions and amounts payable upon the liquidation, dissolution or winding-up of New LP (the “**New LP Senior Securities**”); and
- junior to all of New LP’s existing and future senior or subordinated indebtedness with respect to assets available to satisfy claims against New LP.

Under the New LP Partnership Agreement, New LP may issue New LP Junior Securities from time to time in one or more series without the consent of the New LP Preferred Unitholders. The New LP General Partner has the authority to determine the designations, preferences, rights, powers, and duties of any such series before the issuance of any units of that series. The New LP General Partner will also determine the number of units constituting each series of securities. New LP’s ability to issue additional New LP Parity Securities in certain circumstances or New LP Senior Securities is limited as described under “— *Voting Rights*.”

In addition, the New LP Preferred Units will be structurally subordinated to all existing and future debt obligations of the Partnership’s subsidiaries that are not Guarantors and any capital stock of the Partnership’s subsidiaries that are not Guarantors held by others as to the payment of distributions and amounts payable upon liquidation.

Guarantees

The Guarantors will irrevocably and unconditionally guarantee in full, on a joint and several basis, the payment of:

1. all accumulated, accrued and unpaid distributions that have been declared on the New LP Preferred Units out of funds legally available for such distributions;

2. the applicable redemption price, plus all accumulated, accrued and unpaid distributions to the date of redemption, with respect to any New LP Preferred Units called for redemption by New LP;
3. \$25.00 per New LP Preferred Unit upon the maturity of the New LP Preferred Units plus all accumulated, accrued and unpaid distributions to the maturity date; and
4. upon a voluntary or involuntary dissolution, winding-up or termination of New LP, the aggregate of the liquidation preference of \$25.00 and all accumulated, accrued and unpaid distributions on the 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.

Ranking of the Guarantees

The Guarantee of each Guarantor will rank senior to all Subordinate Guarantor Obligations of such Guarantor, junior to all Senior Guarantor Obligations of such Guarantor and rank on parity with all Parity Guarantor Obligations of such Guarantor.

For purposes of describing the ranking of the Guarantees herein:

“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 of the Guarantee, which shall include but not be limited to, (a) for BPY, BPY Preferred Units, Series 1, 2 and 3 and (b) for Property Partnership, the Property Partnership Units;

“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 New LP Preferred Unit Guaranteed Obligations;

“Senior Guarantor Obligations” means, with respect to any Guarantor, collectively, 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 New LP Preferred Unit Guaranteed Obligations, any Parity Guarantor Obligations of such Guarantor and any Subordinate Guarantor Obligations of such Guarantor; 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.

The Guarantee by the Partnership will also rank on parity with the guarantee by the Partnership of the obligations of the Property Partnership to pay the issue price (together with any accrued and unpaid distributions) of the Property Partnership Units to the holders thereof in the event of a liquidation, dissolution or winding-up of the Property Partnership.

In addition, each Guarantee will be structurally subordinated to all existing and future debt obligations of the applicable Guarantor's subsidiaries that are not Guarantors and any capital stock of the applicable Guarantor's subsidiaries that are not Guarantors held by others as to the payment of distributions and amounts payable upon liquidation.

Further, each Guarantor agrees that, without the affirmative vote or consent of the holders of not less than $66\frac{2}{3}\%$ of the then outstanding New LP Preferred Units, such Guarantor shall not (x) create or issue any class or series of equity securities established after the date of the applicable Guarantee the terms of which class or series expressly provide that it ranks on parity with the applicable Guarantee if the cumulative distributions payable on the then outstanding New LP Preferred Units are in Arrears (as defined from time to time in the New LP Partnership Agreement (including any schedule thereof)), (y) create or issue any class or series of equity securities established after the date of the applicable Guarantee the terms of which class or series expressly provide that it ranks senior to the applicable Guarantee or (z) 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 New LP Preferred Units are in arrears.

Liquidation Rights

In the event of the liquidation, dissolution or winding up of New LP, New LP Preferred Unitholders will be entitled to receive \$25.00 per New LP Preferred Unit, together with all accrued (whether or not declared) and unpaid distributions up to but excluding the date of payment or distribution (less any tax required to be deducted and withheld by New LP), before any amount is paid or any assets of New LP are distributed to the holders of New LP Junior Securities. Upon payment of such amounts, the New LP Preferred Unitholders will not be entitled to share in any further distribution of the assets of New LP. The rights of the New LP Preferred Unitholders to receive the liquidation preference will be subject to the rights of the holders of any New LP Senior Securities and the proportional rights of holders of New LP Parity Securities.

Voting Rights

Except as set forth in the New LP Partnership Agreement or as otherwise required by Bermuda law, the New LP Preferred Units will have no voting rights. However, New LP may not adopt an amendment to the New LP Partnership Agreement that has a material adverse effect on the powers, preferences, duties or special rights of the New LP Preferred Units unless such amendment (i) is approved by a resolution signed by the holders of New LP Preferred Units owning not less than the percentage of the New LP Preferred Units that would be necessary to authorize such action at a meeting of the New LP Preferred Unitholders at which all New LP Preferred Unitholders were present and voted or were represented by proxy or (ii) is passed by an affirmative vote of at least $66\frac{2}{3}\%$ of the votes cast at a meeting of New LP Preferred Unitholders duly called for that purpose and at which the holders of at least $33\frac{1}{3}\%$ of the outstanding New LP Preferred Units are present or represented by proxy or, if no quorum is present at such meeting, at an adjourned meeting at which the New LP Preferred Unitholders then present would form the necessary quorum. For the avoidance of doubt, for purposes of this voting requirement, any amendment to the New LP Partnership Agreement (i) relating to the issuance of additional limited partner interests (subject to the voting rights regarding the issuance of Parity Securities or Senior Securities discussed in "*— Description of Class A Preferred Units — Unitholder Approval*" above) or (ii) in connection with a merger or another transaction in which New LP is the surviving entity and the New LP Preferred Units remain outstanding with the terms thereof materially unchanged in any respect adverse to the holders of New LP Preferred Units, will be deemed to not materially adversely affect the terms of the New LP Preferred Units.

On any matter on which the holders of the New LP Preferred Units are entitled to vote as a series, such holders will be entitled to one vote per New LP Preferred Unit. The New LP Preferred Units held by the partnership or any of its subsidiaries or controlled affiliates will not be entitled to vote.

Further, unless New LP has received the affirmative vote or consent of the holders of at least $66\frac{2}{3}\%$ of the outstanding New LP Class A Units, voting as a class together with holders of any other New LP Parity Securities upon which like voting rights have been conferred and are exercisable, New LP may not (i) create or issue any New LP Parity Securities if the cumulative distributions on New LP Class A Units or any New LP Parity Securities are in arrears or (ii) create or issue any New LP Senior Securities.

Distributions

General

Holder of New LP Preferred Units will be entitled to receive, when, as, and if declared by the New LP General Partner out of legally available funds for such purpose, cumulative quarterly cash distributions. Unless otherwise determined by the New LP General Partner, distributions on the New LP Preferred Units will be deemed to have been paid out of available cash with respect to the quarter ended immediately preceding the quarter in which the distribution is made.

Distributions on New LP Preferred Units will be cumulative from the date of original issue and will be payable quarterly in arrears (as described under “— *Distribution Payment Dates*”) commencing on July 26, 2021, when, as, and if declared by the New LP General Partner out of legally available funds for such purpose. A pro-rated initial distribution on the New LP Preferred Units will be paid on September 30, 2021 in an amount equal to approximately \$0.2734 per New LP Preferred Unit.

The distribution rate for the New LP Preferred Units will be 6.25% per annum of the \$25.00 liquidation preference per unit (equal to \$1.5625 per unit per annum). The distribution rate per annum may also increase by 5.00%, as described under “— *Redemption — Optional Redemption upon a Change of Control Triggering Event*” and “— *Redemption — Optional Redemption upon a Delisting Transaction Triggering Event*”.

Distribution Payment Dates

The “**Distribution Payment Dates**” for the New LP Preferred Units will be the last day of March, June, September and December, commencing on September 30, 2021. Distributions will accumulate in each such period from and including the preceding Distribution Payment Date or the initial issue date, as the case may be, to but excluding the applicable Distribution Payment Date for such period, and distributions will accrue on accumulated distributions at the applicable distribution rate. If any Distribution Payment Date otherwise would fall on a day that is not a Business Day, declared distributions will be paid on the immediately succeeding Business Day without the accumulation of additional distributions. Distributions on the New LP Preferred Units will be payable based on a 360-day year consisting of twelve 30-day months. “Business Day” means every day except Saturday or Sunday, or a day which is a statutory or civic holiday in Bermuda, the Province of Ontario or the State of New York.

Payment of Distributions

Not later than 5:00 p.m., Toronto time, on each Distribution Payment Date, New LP will pay quarterly distributions, if any, on the New LP Preferred Units that have been declared by the New LP General Partner to the New LP Preferred Unitholders as such holders’ names appear on New LP’s unit transfer books maintained by the registrar and transfer agent for New LP on the applicable record date. The record date for each distribution on the New LP Preferred Units will be the first Business Day of the month of the applicable Distribution Payment Date, except that in the case of payments of distributions in arrears, the record date with respect to a Distribution Payment Date will be such date as may be designated by the New LP General Partner in accordance with the New LP Partnership Agreement.

No distribution may be declared or paid or set apart for payment on any New LP Junior Securities (other than a distribution payable solely in New LP Junior Securities) unless full cumulative distributions have been or contemporaneously are being paid or provided for on all outstanding New LP Preferred Units and any New LP Parity Securities through the most recent respective distribution payment dates. Accumulated distributions in arrears for any past distribution period may be declared by the New LP General Partner and paid on any date fixed by the New LP General Partner, whether or not a Distribution Payment Date, to New LP Preferred Unitholders on the record date for such payment, which may not be less than 10 days before such distribution payment dates. To the extent a distribution period applicable to a class of New LP Junior Securities or New LP Parity Securities is shorter than the distribution period applicable to the New LP Preferred Units

(e.g., monthly rather than quarterly), the New LP General Partner may declare and pay regular distributions with respect to such New LP Junior Securities or New LP Parity Securities so long as, at the time of declaration of such distribution, (i) there are no New LP Preferred Unit distribution payments in arrears and (ii) the New LP General Partner expects to have sufficient funds to pay the full distribution in respect of the New LP Preferred Units on the next successive Distribution Payment Date.

Subject to the next succeeding sentence, if all accumulated distributions in arrears on all outstanding New LP Preferred Units and any New LP Parity Securities have not been declared and paid, or sufficient funds for the payment thereof have not been set apart, payment of accumulated distributions in arrears will 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 New LP Preferred Units and any New LP Parity Securities are paid, any partial payment will be made pro-rata with respect to the New LP Preferred Units and any New LP Parity Securities entitled to a distribution payment at such time in proportion to the aggregate amounts remaining due in respect of such New LP Preferred Units and New LP Parity Securities at such time.

New LP Preferred Unitholders will not be entitled to any distribution, whether payable in cash, property or units of New LP, in excess of full cumulative distributions. Except insofar as distributions accrue on the amount of any accumulated and unpaid distributions no interest or sum of money in lieu of interest will be payable in respect of any distribution payment which may be in arrears on the New LP Preferred Units.

Payment of Additional Amounts

New LP will make all payments on the New LP 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 imposed or levied by or on behalf of any Relevant Taxing Jurisdiction (as defined under “— *Redemption — Optional Redemption upon a Change in Tax Law*”), 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, without limitation, 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, New LP will, subject to certain limitations and exceptions described below, pay to the holders of the New LP Preferred Units such 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), will be equal to the amounts New LP would otherwise have been required to pay had no such withholding or deduction been required.

New LP will not be required to pay any additional amounts for or on account of:

- (a) 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 New LP Preferred Units or any New LP 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 shares 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 distribution disbursing 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 holders of the New LP Preferred Units;

- (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 liquidation preference or of any distributions on the New LP 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 New LP Preferred Units to comply with any reasonable request by New LP 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* (Canada) or the Code; or
- (e) any combination of items (a), (b), (c) and (d).

In addition, New LP will not pay additional amounts with respect to any payment on the New LP 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 New LP 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 New LP Preferred Units.

If there is a substantial probability that New LP or any entity formed by a consolidation, merger or amalgamation (or similar transaction) involving New LP or the entity to which New LP convey, transfer or lease substantially all of its properties and assets (a “**Successor Entity**”) would become obligated to pay any additional amounts as a result of a Change in Tax Law, New LP will also have the option to redeem the New LP Preferred Units as described in “— *Redemption — Optional Redemption upon a Change in Tax Law*”.

Redemption

Optional Redemption Upon a Change of Control Triggering Event

Upon the occurrence of a Change of Control Triggering Event, New LP may, at its option, redeem all but not less than all of the New LP Preferred Units within 90 days after the first date on which such Change of Control Triggering Event occurred, by paying \$25.00 per New LP Preferred Unit, plus all accumulated and unpaid distributions to, but excluding, the redemption date, whether or not declared. New LP must provide not less than 30 days’ and not more than 60 days’ written notice of any such redemption. Any such redemption would be effected only out of funds legally available for such purpose and will be subject to compliance with the provisions of New LP’s outstanding indebtedness. If New LP does not give notice of redemption prior to the 61st day following the Change of Control Triggering Event to redeem all the outstanding New LP Preferred Units, the distribution rate per annum on the New LP Preferred Units will increase by 5.00% beginning on the 61st day following such Change of Control Triggering Event.

For the purposes of this Section:

“**Change of Control**” means the occurrence of either of the following after the original issue date of the New LP Preferred Units:

- (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 New LP and its subsidiaries taken as a whole to

any “person” (as that term is used in Section 13d-3 of the U.S. Exchange Act or any successor provision) other than any Continuing Brookfield Person; or

- (b) the consummation of any transaction (including, without limitation, 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 U.S. Exchange Act or any successor provision) other than any Continuing Brookfield Person becomes the beneficial owner (within the meaning of Rule 13d 3 of the U.S. Exchange Act or any successor provision), directly or indirectly, of a majority of the voting power of BPY’s Voting Stock.

“**Change of Control Triggering Event**” means the occurrence of a Change of Control following the consummation of which causes the New LP 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 BAM, its direct and indirect subsidiaries, and their respective affiliates, and/or any of the foregoing.

“**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.

Optional Redemption Upon a Delisting Transaction Triggering Event

Upon the occurrence of a Delisting Transaction Triggering Event, New LP may, at its option, redeem all but not less than all of the New LP Preferred Units within 90 days after the first date on which such Delisting Transaction Triggering Event occurred, by paying \$25.00 per New LP Preferred Unit, plus all accumulated and unpaid distributions to, but excluding, the redemption date, whether or not declared. New LP must provide not less than 30 days’ and not more than 60 days’ written notice of any such redemption. Any such redemption would be effected only out of funds legally available for such purpose and will be subject to compliance with the provisions of New LP’s outstanding indebtedness. If New LP does not give notice of redemption prior to the 61st day following the Delisting Transaction Triggering Event to redeem all of the outstanding New LP Preferred Units, the distribution rate per annum on the New LP Preferred Units will increase by 5.00% beginning on the 61st day following such Delisting Transaction Triggering Event, provided that if the New LP Preferred Units are subsequently listed on either Nasdaq, the NYSE or the TSX, the distribution rate per annum on the New LP Preferred Units will reset to 6.25%.

For the purposes of this Section:

“**Delisting Transaction Triggering Event**” means the date on which the New LP 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.

Optional Redemption Upon a Ratings Event

Prior to July 26, 2026, at any time within 120 days after the conclusion of any review or appeal process instituted by BPY following the occurrence of a Ratings Event (as defined below), New LP may, at its option, redeem the New LP Preferred Units in whole, but not in part, at a redemption price in cash per New LP Preferred Unit equal to \$25.50 (102% of the liquidation preference of \$25.00) plus an amount equal to all accumulated and unpaid distributions thereon to, but excluding, the date fixed for redemption, whether or not declared. Any such redemption would be effected only out of funds legally available for such purpose and would be subject to compliance with the provisions of the instruments governing New LP’s outstanding indebtedness.

For the purposes of this Section:

“**Equity Credit**” for the purposes of the New LP Preferred Units means the dollar amount or percentage in relation to the stated liquidation preference amount of \$25.00 per New LP Preferred Unit assigned to the New LP Preferred Units as equity, rather than debt, by a Rating Agency in evaluating the capital structure of an entity.

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

“**Ratings Event**” means a change by any Rating Agency to its equity credit criteria for securities such as the New LP Preferred Units, as such criteria are in effect as of the original issue date of the New LP Preferred Units (the “**current criteria**”), which change results in (i) any shortening of the length of time for which the current criteria are scheduled to be in effect with respect to the New LP Preferred Units, or (ii) a lower Equity Credit being given to the New LP Preferred Units than the Equity Credit that would have been assigned to the New LP Preferred Units by such Rating Agency pursuant to its current criteria.

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

Optional Redemption Upon a Change in Tax Law

New LP will have the option to redeem the New LP Preferred Units, in whole and not in part, at a redemption price of \$25.00 per New LP Preferred Unit, if as a result of a Change in Tax Law there is, in New LP’s reasonable determination, a substantial probability that New LP or any Successor Entity would become obligated to pay any additional amounts on the next succeeding distribution payment date with respect to the New LP Preferred Units and the payment of those additional amounts cannot be avoided by the use of any reasonable measures available to New LP or any Successor Entity (a “**Tax Event**”). New LP must provide not less than 30 days’ and not more than 60 days’ written notice of any such redemption. Any such redemption would be effected only out of funds legally available for such purpose and will be subject to compliance with the provisions of New LP’s outstanding indebtedness.

“**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 BPY, in each case described in (i)-(iv) above occurring after the date of this prospectus supplement; provided that in the case of a Relevant Taxing Jurisdiction other than Bermuda in which a successor company is organized, such Change in Tax Law must occur after the date on which New LP consolidates, merges or amalgamates (or engages in a similar transaction) with the successor entity, or conveys, transfers or leases substantially all of its properties and assets to the successor entity, as applicable.

“**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 New LP or New LP’s distribution disbursing agent are making payments on the New LP 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 New LP 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.

Optional Redemption on or after July 26, 2026

Any time on or after July 26, 2026, New LP may redeem, at its option, in whole or in part, the New LP Preferred Units at a redemption price in cash equal to \$25.00 per New LP Preferred Unit

plus an amount equal to all accumulated and unpaid distributions thereon to, but excluding, the date of redemption, whether or not declared. New LP may undertake multiple partial redemptions. Any such redemption would be effected only out of funds legally available for such purpose and would be subject to compliance with the provisions of the instruments governing New LP's outstanding indebtedness.

New LP may also redeem the New LP Preferred Units under the terms set forth under “— *Optional Redemption upon a Change of Control Triggering Event*” and “— *Optional Redemption upon a Delisting Transaction Triggering Event*.”

Substitution or Variation

At any time following a Tax Event, New LP may, without the consent of any New LP Preferred Unitholders, vary the terms of the New LP Preferred Units such that they remain securities, or exchange the New LP Preferred Units with new securities, which would eliminate the substantial probability that New LP or any Successor Entity would be required to pay any additional amounts with respect to the New LP 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 New LP 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, dividend payable on, the redemption dates (other than any extension of the period during which an optional redemption may not be exercised by BPY) or currency of the New LP Preferred Units, reduce the liquidation preference thereof, 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 New LP 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.

Prior to any variation or exchange, New LP shall be required to receive an opinion of independent legal advisers to the effect that holders and beneficial owners of the New LP 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.