

Part 35

Brookfield Property Split Corp. Class A Senior Preferred Shares

The Class A Senior Preferred shares (the “**Class A Senior Preferred Shares**”) shall, as a class, have attached thereto the following rights, privileges, restrictions and conditions:

- 35.1 The directors of the Company may from time to time issue Class A Senior Preferred Shares in one or more series, each series to consist of such number of shares as shall before issuance thereof be fixed by the directors who (subject as herein provided) shall at the same time determine the designation, rights, restrictions and conditions attaching to the Class A Senior Preferred Shares of such series including, without limiting the generality of the foregoing, the rate of preferential dividends, the dates of payment thereof, the redemption price and terms and conditions of redemption (if any), the conversion rights (if any), the participation rights (if any) and any sinking fund, purchase fund or other provisions attaching to the Class A Senior Preferred Shares of such series, the whole subject to the Act, including the amendment to the Notice of Articles to include such series;
- 35.2 The Class A Senior Preferred Shares shall, as to the payment of dividends and return of capital in the event of liquidation, dissolution or winding up of the Company, rank senior to the Class A and Class B Common Shares (the “Common Shares”), and the Class A, Class B, Class C, and Class D Junior Preferred Shares and all other shares ranking in such regard junior to the Class A Senior Preferred Shares;
- 35.3 The Class A Senior Preferred Shares of each series shall rank on a parity with the Class A Senior Preferred Shares of every other series with respect to accumulated dividends and return of capital as set out in this §35.3. If any cumulative dividends are not paid in full, the Class A Senior Preferred Shares of all series shall participate rateably in respect of such dividends, including accumulations, if any, in accordance with the sums that would be payable on such shares if all such cumulative dividends were declared and paid in full. If amounts payable on a dissolution of the Company or on the occurrence of any other event that entitles the Class A Senior Preferred Shares of all series to a return of capital, are not paid in full, the Class A Senior Preferred Shares of all series must participate rateably in accordance with the amounts that would be payable on the return of capital if all amounts so payable were paid in full;
- 35.4 Subject to the *Business Corporations Act* (British Columbia), the holders of the Class A Senior Preferred Shares or of a series thereof shall not be entitled as holders of such class or series to receive notice of or to attend any meeting of the shareholders of the Company or to vote at any such meeting except that votes may be granted to a series of Class A Senior Preferred Shares when dividends are in arrears on any one or more series; such voting rights, if any, will be determined by the applicable series provisions;
- 35.5 The approval of the holders of the Class A Senior Preferred Shares as to any and all matters to be approved by a separate vote of the holders of Class A Senior Preferred Shares may be given by special resolution signed by all the holders of Class A Senior Preferred Shares or passed at a meeting of the holders of Class A Senior Preferred Shares

duly called and held upon at least 21 days' notice at which the matter in question is carried by the affirmative votes of the holders of not less than 2/3 of the Class A Senior Preferred Shares represented and voted at such meeting cast on a poll; the formalities to be observed with respect to the giving of notice of any such meeting and the conduct thereof shall be those from time to time described in the Articles of the Company with respect to meetings of shareholders; on every poll taken at every such meeting, each holder of Class A Senior Preferred Shares shall be entitled to one vote in respect of each Class A Senior Preferred Share held.

Part 37

Class A Senior Preferred Shares, Series 2

The second series of Class A Senior Preferred Shares of the Company shall consist of 1,000,000 Class A Senior Preferred Shares which shall be designated as Class A Senior Preferred Shares, Series 2 (hereinafter referred to as the “**Series 2 Senior Preferred Shares**”) and which, in addition to the rights, privileges, restrictions and conditions attaching to the Class A Senior Preferred Shares as a class, shall have attached thereto the following rights, privileges, restrictions and conditions:

37.1 Consideration for Issue

The consideration for the issue of each Series 2 Senior Preferred Share shall be C\$25.00.

37.2 Dividends

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

- (a) “**Dividend Payment Date**” in respect of the dividends payable on the Series 2 Senior Preferred Shares means the last day of each of March, June, September and December in each year.
- (b) “**Dividend Period**” means the period from and including the date of initial issue of the Series 2 Senior Preferred Shares up to but excluding September 30, 2014 and, thereafter, the period from and including a Dividend Payment Date up to but excluding the next succeeding Dividend Payment Date.

37.2.1 Payment of Dividends

Holders of Series 2 Senior Preferred Shares (the “Series 2 Shareholders”) shall be entitled to receive, and the Company shall pay thereon, if, as and when declared by the board of directors of the Company (the “**Board**”), out of moneys of the Company properly applicable to the payment of dividends, fixed cumulative preferential cash dividends (the “**Series 2 Dividends**”) payable quarterly, with respect to each Dividend Period, on the Dividend Payment Date immediately following each such Dividend Period at the rate of C\$1.4375 per Series 2 Senior Preferred Share per annum accruing daily from the date of issue (less any tax required to be deducted and withheld by the Company) which shall be calculated on a 365 or 366 day basis, being the actual number of days in the year in which the amount is to be ascertained, by either (i) wire or electronic transfer in lawful money of Canada made to the account designated by the holder of Series 2 Senior Preferred Shares (ii) cheque at par in lawful money of Canada at any branch in Canada of the Company’s bankers for the time being or (iii) any other reasonable means the Company deems desirable.

37.2.2 Method of Payment

Series 2 Dividends shall (except in case of redemption in which case payment of Series 2 Dividends shall be made on surrender of the certificate representing the Series 2 Senior Preferred

Shares to be redeemed) be paid by either (i) wire or electronic transfer in lawful money of Canada for such Series 2 Dividends (less any tax required to be deducted and withheld by the Company) made to the account designated by the holder of Series 2 Senior Preferred Shares or (ii) sending to each Series 2 Shareholder (in the manner provided for in §37.11) a cheque for such Series 2 Dividends (less any tax required to be deducted and withheld by the Company) payable to the order of such Series 2 Shareholder or, in the case of joint Series 2 Shareholders, to the order of all such Series 2 Shareholders failing written instructions from them to the contrary. The making of a payment by way of a wire or electronic transfer of funds or the posting or delivery of such cheque on or before the date on which such dividend is to be paid to a Series 2 Shareholder, as applicable, shall be deemed to be payment and shall satisfy and discharge all liabilities for the payment of such dividends to the extent of the sum represented thereby (plus the amount of any tax required to be and in fact deducted and withheld by the Company from the related dividends as aforesaid and remitted to the proper taxing authority) unless such cheque is not honoured when presented for payment. Subject to applicable law, dividends which are represented by a cheque which has not been presented to the Company's bankers for payment or that otherwise remain unclaimed for a period of six years from the date on which they were declared to be payable shall be forfeited to the Company.

37.2.3 Cumulative Payment of Dividends

If on any Dividend Payment Date, the Series 2 Dividends accrued to such date are not paid in full on all of the Series 2 Senior Preferred Shares then outstanding, such Series 2 Dividends, or the unpaid part thereof, shall be paid on a subsequent date or dates determined by the directors on which the Company shall have sufficient monies properly applicable to the payment of such Series 2 Dividends. The Series 2 Shareholders shall not be entitled to any dividends other than or in excess of the cumulative preferential cash dividends herein provided for.

37.2.4 Dividend for Other than a Full Dividend Period

The Series 2 Shareholders shall be entitled to receive, and the Company shall pay thereon, if, as and when declared by the directors, out of moneys of the Company properly applicable to the payment of dividends, cumulative preferential cash dividends for any period which is more or less than a full Dividend Period as follows:

- (a) in respect of the period beginning on and including the date of initial issue of the Series 2 Senior Preferred Shares up to but excluding September 30, 2014 (the "**Initial Dividend Period**"), a dividend in an amount per Series 2 Senior Preferred Share equal to C\$0.359375; and
- (b) in respect of any period other than the Initial Dividend Period that is more or less than a full Dividend Period, a dividend in an amount per Series 2 Senior Preferred Share equal to the amount obtained (rounded to five decimal places) when C\$1.4375 is multiplied by a fraction, the numerator of which is the number of calendar days in the relevant period (which shall include the first day of such period but exclude the last day of such period) and the denominator of which is the number of calendar days in the year in which such period falls.

37.3 Retraction Privilege

37.3.1 Right to Require Retraction

Subject to the provisions of §37.3.2 and §37.3.3 a Series 2 Shareholder shall be entitled to require the Company to redeem at any time or times after the date of issue thereof all or any of the Series 2 Senior Preferred Shares registered in the name of such Series 2 Shareholder. Retraction payments for the Series 2 Senior Preferred Shares will be made on or before the last day of each month (a “**Retraction Payment Date**”) provided that certificate(s) representing the Series 2 Senior Preferred Shares to be retracted have been surrendered for retraction at least one business day before the last day of the preceding month.

37.3.2 Retraction Procedure

- (a) The Company shall redeem Series 2 Senior Preferred Shares duly tendered pursuant to the above retraction privilege at a price equal to:
 - (i) C\$23.75 if redeemed before December 31, 2015; and
 - (ii) C\$25.00 if redeemed on or after December 31, 2015;

in each case, together with an amount equal to all accrued and unpaid dividends thereon up to the Retraction Payment Date (the whole constituting and being herein referred to as the “**Retraction Price**”). In order to elect to have the Company redeem Series 2 Senior Preferred Shares pursuant to the above retraction privilege, a Series 2 Shareholder must, on or before at least one business day before the last day of the preceding month, tender to the Company, at its registered office, at any place at which the Series 2 Senior Preferred Shares may be transferred or at such other place or places in Canada as shall have been specified by the Company to the Series 2 Shareholders, the certificate or certificates representing the Series 2 Senior Preferred Shares which the holder wishes the Company to redeem. Such tender shall be irrevocable unless payment of the Retraction Price shall not be duly made by the Company to the holder on or before the Retraction Payment Date. In the event that payment of the Retraction Price is not made by the Company on or before the Retraction Payment Date, the Company shall forthwith thereafter return the holder’s deposited share certificate or certificates to the holder.

- (b) Subject to this §37.3.2 and §37.3.3, the Company shall redeem all the Series 2 Senior Preferred Shares tendered pursuant to the above retraction privilege (the “**Subject Shares**”). If a holder of Series 2 Senior Preferred Shares wishes to tender for redemption pursuant to the above retraction privilege a part only of the Series 2 Senior Preferred Shares represented by any certificate or certificates, the holder may deposit the certificate or certificates and at the same time advise the Company in writing as to the number of Series 2 Senior Preferred Shares with respect to which tender is being made, and the Company shall issue and deliver to such holder at the expense of the Company a new certificate representing the Series 2 Senior Preferred Shares which are not being tendered.

- (c) The Retraction Price payable in respect of Series 2 Senior Preferred Shares tendered for redemption during any calendar month shall be paid by either (i) wire or electronic transfer in lawful money of Canada for such Retraction Price (less any tax required to be deducted and withheld by the Company) made to the account designated by Series 2 Shareholder who exercised the right of retraction on or before at least one business day before the last day of the preceding month in which the Series 2 Senior Preferred Shares were tendered for retraction (the “**Retracting Series 2 Shareholder**”) or (ii) sending to each Series 2 Shareholder (in the manner provided for in §37.11) a cheque for such Retraction Price (less any tax required to be deducted and withheld by the Company) payable to the order of the Retracting Series 2 Shareholder. Payments made by the Company of the Retraction Price shall be conclusively deemed to have been made upon the mailing of a cheque in a postage prepaid envelope addressed to the former Series 2 Shareholder unless such cheque is dishonoured upon presentment. Upon such payment, the Company shall be discharged from all liability to such former Series 2 Shareholder in respect of the Series 2 Senior Preferred Shares so redeemed.
- (d) All Series 2 Senior Preferred Shares which are redeemed under this §37.3.2 shall be cancelled and such Series 2 Senior Preferred Shares shall no longer be outstanding and shall not be reissued. Upon such payment, the Company shall be discharged from all liability to the former Series 2 Shareholder in respect of the Series 2 Senior Preferred Shares so redeemed.
- (e) The holder of a Series 2 Senior Preferred Share duly tendered pursuant to the above retraction privilege will not be entitled to exercise any of the rights of a holder thereof unless payment of the Retraction Price is not made in accordance with the provisions of this §37.3.2, in which case the rights of the holder will thereupon be restored.

37.3.3 Retraction Subject to Applicable Law

If, as a result of insolvency provisions or other provisions of applicable law or the rights, privileges, restrictions and conditions attaching to any shares of the Company ranking prior to the Series 2 Senior Preferred Shares, the Company is not permitted to redeem all of the Series 2 Senior Preferred Shares duly tendered pursuant to the retraction privilege in this §0, the Company shall redeem only the maximum number of Series 2 Senior Preferred Shares (rounded to the next lower multiple of 1,000 shares) which the Board determines the Company is then permitted to redeem. Such redemption shall be made pro rata, disregarding fractions of shares, from each Series 2 Shareholder of tendered Series 2 Senior Preferred Shares according to the number of Series 2 Senior Preferred Shares tendered for redemption by each such Series 2 Shareholder and the Company shall issue and deliver to each such Series 2 Shareholder at the expense of the Company a new certificate representing the Series 2 Senior Preferred Shares not redeemed by the Company.

If, as a result of insolvency provisions or other provisions of applicable law or the rights, privileges, restrictions and conditions attaching to any shares of the Company ranking prior to the Series 2 Senior Preferred Shares, the Company fails to redeem all of the Series 2 Senior

Preferred Shares duly tendered pursuant to the retraction privilege in §0, then the Company shall redeem on each Retraction Payment Date thereafter, from Series 2 Senior Preferred Shares tendered for redemption by the holders thereof on or before the 30th day preceding such Retraction Payment Date in the same manner as set forth in §37.3.2, the lesser of (i) the number of Series 2 Senior Preferred Shares so tendered, and (ii) the number of Series 2 Senior Preferred Shares (rounded to the next lower multiple of 1,000 shares and selected pro rata, disregarding fractions of shares, from each Series 2 Shareholder of tendered Series 2 Senior Preferred Shares according to the number of Series 2 Senior Preferred Shares tendered by each such Series 2 Shareholder) which the Board determines the Company is then permitted to redeem. The Company shall be under no obligation to give any notice to the holders of Series 2 Senior Preferred Shares in respect of the redemptions provided for in this paragraph.

So long as the Board has acted in good faith in making any of the determinations referred to in this §0 as to the number of Series 2 Senior Preferred Shares which the Company is permitted at any time to redeem, neither the Company nor the directors shall have any liability in the event that any such determination proves to be inaccurate.

37.4 Redemption

37.4.1 Optional Redemption

Subject to the terms of any shares ranking prior to the Series 2 Senior Preferred Shares, to applicable law and to the provisions described in §37.5 below, the Company may, upon giving notice as hereinafter provided, at its option, at any time redeem all, or from time to time any part, of the then outstanding Series 2 Senior Preferred Shares by the payment of an amount in cash for each such Series 2 Senior Preferred Share so redeemed equal to:

- (a) C\$25.33 if redeemed before December 31, 2014; and
- (b) C\$25.00 if redeemed on or after December 31, 2014;

in each case, together with all accrued and unpaid Series 2 Dividends (for greater certainty excluding declared dividends with a record date prior to the date fixed for redemption) up to but excluding the date fixed for redemption (the "Redemption Price") (less any tax required to be deducted and withheld by the Company).

37.4.2 Mandatory Redemption

For so long as the Class A Senior Preferred Share Guarantee remains in full force and effect, if, in contravention of the Class A Senior Preferred Share Guarantee, there is a liquidation, dissolution or winding-up of BPY (whether voluntary or involuntary), or any other distribution of assets by BPY to its securityholders for the purpose of winding-up its affairs, the Series 2 Senior Preferred Shares shall be redeemed by the Company, subject to applicable law, by payment in cash of a per share sum equal to C\$25.00, together with all accrued and unpaid Series 2 Dividends up to but excluding the date of payment or distribution (less any tax required to be deducted and withheld by the Company).

37.4.3 Partial Redemption

If less than all of the then outstanding Series 2 Senior Preferred Shares are at any time to be redeemed, then the particular Series 2 Senior Preferred Shares to be redeemed shall be selected on a pro rata basis.

37.4.4 Method of Redemption

The Company shall give notice in writing not less than 30 days nor more than 60 days prior to the date on which the redemption is to take place of its intention to redeem such Series 2 Senior Preferred Shares to each person who at the date of giving such notice is the Series 2 Shareholder of Series 2 Senior Preferred Shares to be redeemed. Any such notice shall be validly and effectively given on the date on which it is sent to each Series 2 Shareholder of Series 2 Senior Preferred Shares to be redeemed in the manner provided for in §37.11. Such notice shall set out the number of such Series 2 Senior Preferred Shares held by the person to whom it is addressed which are to be redeemed and the Redemption Price and shall also set out the date on which the redemption is to take place. On and after the date so specified for redemption, the Company shall pay or cause to be paid to the Series 2 Shareholders to be redeemed the Redemption Price (less any tax required to be deducted and withheld by the Company) on presentation and surrender, at any place within Canada designated by such notice, of the certificate or certificates for such Series 2 Senior Preferred Shares so called for redemption.

Payment shall be made by either (i) wire or electronic transfer in lawful money of Canada for the amount of the Redemption Price (less any tax required to be and in fact deducted and withheld by the Company and remitted to the proper taxing authority) (ii) cheque in the amount of the Redemption Price (less any tax required to be and in fact deducted and withheld by the Company and remitted to the proper taxing authority) payable at par at any branch in Canada of the Company's bankers for the time being or (iii) any other reasonable means that the Company deems desirable. The making of a payment by way of a wire or electronic transfer of funds or the delivery of such cheque, as applicable, shall be a full and complete discharge of the Company's obligation to pay the Redemption Price owed to the Series 2 Shareholders of Series 2 Senior Preferred Shares so called for redemption to the extent of the sum represented thereby (plus the amount of any tax required to be and in fact deducted and withheld by the Company and remitted to the proper taxing authority) unless the cheque is not honoured when presented for payment. From and after the date specified in any such notice, the Series 2 Senior Preferred Shares called for redemption shall cease to be entitled to Series 2 Dividends and the Series 2 Shareholders thereof shall not be entitled to exercise any of the rights of shareholders in respect thereof, except to receive the Redemption Price therefor (less any tax required to be deducted and withheld by the Company), unless payment of the Redemption Price shall not be duly made by the Company. At any time after notice of redemption is given as aforesaid, the Company shall have the right to deposit the Redemption Price of any or all Series 2 Senior Preferred Shares called for redemption (less any tax required to be deducted and withheld by the Company), or such part thereof as at the time of deposit has not been claimed by Series 2 Shareholders entitled thereto, with any chartered bank or banks or with any trust company or trust companies in Canada named in the notice of redemption to the credit of a special account or accounts in trust for the respective Series 2 Shareholders of such shares, to be paid to them respectively upon surrender to such bank or banks or trust company or trust companies of the certificate or certificates representing the

same. Upon such deposit or deposits being made, such shares shall be redeemed on the redemption date specified in the notice of redemption (the “**Redemption Date**”).

After the Company has made a deposit of cash as aforesaid with respect to any shares, the Series 2 Shareholders thereof shall not, from and after the Redemption Date, be entitled to exercise any of the rights of shareholders in respect thereof and the rights of the Series 2 Shareholders thereof shall be limited to receiving a proportion of the amounts so deposited applicable to such shares, without interest. Any interest allowed on such deposit shall belong to the Company. Subject to applicable law, redemption monies that are represented by a cheque which has not been presented to the Company’s bankers for payment or that otherwise remain unclaimed (including monies held in deposit as provided for above) for a period of six years from the date specified for redemption shall be forfeited to the Company.

The Company cannot exercise its redemption rights hereunder in respect of any Series 2 Senior Preferred Shares that have been surrendered for retraction under §0.

37.5 Restrictions on Dividends and Retirement and Issue of Shares

So long as any of the Series 2 Senior Preferred Shares are outstanding, the Company shall not, without the approval of the Series 2 Shareholders:

- (a) declare, pay or set apart for payment any dividends (other than stock dividends payable in shares of the Company ranking as to capital and dividends junior to the Series 2 Senior Preferred Shares) on any shares of the Company ranking as to dividends junior to the Series 2 Senior Preferred Shares;
- (b) except out of the net cash proceeds of a substantially concurrent issue of shares of the Company ranking as to return of capital and dividends junior to the Series 2 Senior Preferred Shares, redeem or call for redemption, purchase or otherwise pay off, retire or make any return of capital in respect of any shares of the Company ranking as to capital junior to the Series 2 Senior Preferred Shares;
- (c) redeem or call for redemption, purchase or otherwise retire for value or make any return of capital in respect of less than all of the Series 2 Senior Preferred Shares then outstanding;
- (d) except pursuant to any purchase obligation, sinking fund, retraction privilege or mandatory redemption provisions attaching thereto, redeem or call for redemption, purchase or otherwise pay off, retire or make any return of capital in respect of any Class A Senior Preferred Shares, ranking as to the payment of dividends or return of capital on a parity with the Series 2 Senior Preferred Shares; or
- (e) issue any additional Series 2 Senior Preferred Shares or any shares ranking as to the payment of dividends or the return of capital prior to or on a parity with the Series 2 Senior Preferred Shares;

unless, in each such case, (i) all accrued and unpaid dividends up to and including the dividend payable for the last completed period for which dividends were payable on the

Series 2 Senior Preferred Shares and on all other shares of the Company ranking prior to or on a parity with the Series 2 Senior Preferred Shares with respect to the payment of dividends have been declared paid or set apart for payment; and (ii) the Company shall have redeemed all of the Series 2 Senior Preferred Shares tendered for redemption pursuant to §0.

37.6 Purchase for Cancellation

Subject to applicable law and to the provisions described in §37.5 above, the Company may at any time purchase (if obtainable) for cancellation the whole or any part of the Series 2 Senior Preferred Shares outstanding from time to time, in the open market through or from an investment dealer or any firm holding membership on a recognized stock exchange or by private agreement or otherwise, at the lowest price or prices at which in the opinion of the directors of the Company such shares are obtainable.

37.7 Liquidation, Dissolution or Winding-Up

In the event of the liquidation, dissolution or winding up of the Company, whether voluntary or involuntary, or any other distribution of assets of the Company among its shareholders for the purpose of winding up its affairs, the Series 2 Shareholders shall be entitled to payment of an amount equal to C\$25.00 per Series 2 Senior Preferred Share, plus an amount equal to all accrued and unpaid Series 2 Dividends up to but excluding the date of payment or distribution (less any tax required to be deducted and withheld by the Company), before any amounts shall be paid or any assets of the Company distributed to the holders of any shares ranking junior as to capital to the Series 2 Senior Preferred Shares. Upon payment of such amounts, the Series 2 Shareholders shall not be entitled to share in any further distribution of the assets of the Company.

37.8 Voting Rights

The Series 2 Shareholders will not be entitled (except as otherwise provided by law and except for meetings of the holders of Class A Senior Preferred Shares as a class and meetings of the Series 2 Shareholders of the Series 2 Senior Preferred Shares as a series) to receive notice of, attend at, or vote at any meeting of shareholders of the Company.

37.9 Modifications

The provisions attaching to the Series 2 Senior Preferred Shares as a series may be repealed, altered, modified or amended from time to time with such approval as may then be required by the *Business Corporations Act* (British Columbia), any such approval to be given in accordance with §37.10.

37.10 Approval of Series 2 Shareholders of Series 2 Senior Preferred Shares

37.10.1 Approval

Except as otherwise provided herein, any approval of the Series 2 Shareholders with respect to any matters requiring the consent of the Series 2 Shareholders may be given in such manner as may then be required by law, subject to a minimum requirement that such approval be

given by a resolution signed by all the Series 2 Shareholders or passed by the affirmative vote of at least 2/3 of the votes cast by the Series 2 Shareholders who voted in respect of that resolution at a meeting of the Series 2 Shareholders duly called for that purpose and at which at least 25% of the outstanding Series 2 Senior Preferred Shares are present or represented by proxy. If at any such meeting at least 25% of the outstanding Series 2 Senior Preferred Shares 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 15 days thereafter and to such time and place as may be designated by the chairman of such meeting, and not less than 10 days' written notice shall be given of such adjourned meeting. At such adjourned meeting, the Series 2 Shareholders(s) of Series 2 Senior Preferred Shares represented in person or by proxy may transact the business for which the meeting was originally called and the Series 2 Shareholders represented in person or by proxy shall form the necessary quorum. At any meeting of Series 2 Shareholders as a series, each Series 2 Shareholder shall be entitled to one (1) vote in respect of each Series 2 Senior Preferred Share held.

37.10.2 Formalities, etc.

The proxy rules applicable to, the formalities to be observed in respect of the giving notice of, and the formalities to be observed in respect of the conduct of, any meeting or any adjourned meeting of Series 2 Shareholders shall be those from time to time prescribed by the Articles of the Company with respect to meetings of shareholders or, if not so prescribed, as required by law. On every poll taken at every meeting of Series 2 Shareholders, each Series 2 Shareholder entitled to vote thereat shall have one (1) vote in respect of each Series 2 Senior Preferred Share held.

37.11 Communications with Series 2 Shareholders

Except as specifically provided elsewhere in these share conditions, any notice, cheque, invitation for tenders or other communication from the Company herein provided for shall be sufficiently given, sent or made if delivered or if sent by first class unregistered mail, postage prepaid, to each Series 2 Shareholder at the last address of such Series 2 Shareholder as it appears on the securities register of the Company or, in the case of joint Series 2 Shareholders, to the address of the Series 2 Shareholder whose name appears first in the securities register of the Company as one of such joint Series 2 Shareholders, or, in the event of the address of any of such Series 2 Shareholders not so appearing, then to the last address of such Series 2 Shareholder known to the Company. Accidental failure to give such notice, invitation for tenders or other communication to one or more Series 2 Shareholders shall not affect the validity of the notices, invitations for tenders or other communications properly given or any action taken pursuant to such notice, invitation for tender or other communication but, upon such failure being discovered, the notice, invitation for tenders or other communication, as the case may be, shall be sent forthwith to such Series 2 Shareholder or Series 2 Shareholders.

If any notice, cheque, invitation for tenders or other communication from the Company given to a Series 2 Shareholder pursuant to paragraph (b) is returned on three consecutive occasions because the Series 2 Shareholder cannot be found, the Company shall not be required to give or mail any further notices, cheques, invitations for tenders or other communications to such Series 2 Shareholder until the Series 2 Shareholder informs the Company in writing of such Series 2 Shareholder's new address.

If the directors determine that mail service is or is threatened to be interrupted at the time when the Company is required or elects to give any notice hereunder by mail, or is required to send any cheque or any share certificate to a Series 2 Shareholder, whether in connection with the redemption of such share or otherwise, the Company may, notwithstanding the provisions hereof:

- (a) give such notice by publication thereof once in a daily English language newspaper of general circulation published in each of Vancouver, Calgary, Winnipeg, Toronto, Montreal and Halifax, and once in a daily French language newspaper published in Montreal and such notice shall be deemed to have been validly given on the day next succeeding its publication in all of such cities; and
- (b) fulfill the requirement to send such cheque or such share certificate by arranging for the delivery thereof to such Series 2 Shareholder by the transfer agent for the Series 2 Senior Preferred Shares at its principal offices in the cities of Vancouver, Toronto and Montreal, and such cheque and/or share certificate shall be deemed to have been sent on the date on which notice of such arrangement shall have been given as provided in (a) above, provided that as soon as the Board determines that mail service is no longer interrupted or threatened to be interrupted, such cheque or share certificate, if not theretofore delivered to such Series 2 Shareholder, shall be sent by mail as herein provided.

37.12 Interpretation

In the provisions herein contained attaching to the Series 2 Senior Preferred Shares:

- (a) “**accrued and unpaid dividends**” means the aggregate of: (i) all unpaid dividends on the Series 2 Senior Preferred Shares for any quarterly period; and (ii) the amount calculated as though dividends on each Series 2 Senior Preferred Share had been accruing on a day-to-day basis from and including the date on which the last quarterly dividend was payable up to and including the date to which the computation of accrued dividends is to be made;
- (b) “**BPY**” means Brookfield Property Partners L.P. or its successors or assigns under the Class A Senior Preferred Share Guarantee;
- (c) “**Class A Senior Preferred Share Guarantee**” means the full and unconditional guarantee by the Guarantors in connection with the Class A Senior Preferred Shares as to: (i) the payment of dividends, as and when declared, (ii) the payment of amounts due on redemption of the Series 2 Senior Preferred Shares, and (iii) the payment of the amounts due on the liquidation, dissolution and winding-up of the Company;
- (d) “**Guarantors**” means collectively, BPY, Brookfield Property L.P. and direct and indirect subsidiaries thereof or their respective successors and assigns under the Class A Senior Preferred Share Guarantee; and “**Guarantor**” means any of them;
- (e) “**in priority to**”, “**on a parity with**” and “**junior to**” have reference to the order of priority in payment of dividends and in the distribution of assets in the event of

any liquidation, dissolution or winding up of the Company, whether voluntary or involuntary, or other distribution of the assets of the Company among its shareholders for the purpose of winding up its affairs; and

- (f) in the event that any date on which any dividend on the Series 2 Senior Preferred Shares is payable by the Company, or any date on or by which any other action is required to be taken by the Company or the Series 2 Shareholders hereunder, is not a business day (as hereinafter defined), then such dividend shall be payable, or such other action shall be required to be taken, on or by the next succeeding day that is a business day. A “**business day**” shall be a day other than a Saturday, a Sunday or any other day that is treated as a holiday in the province of Ontario.

37.13 Book-Entry Only System

If the Series 2 Senior Preferred Shares are held through the book-entry only system of the Canadian Depository for Securities (“**CDS**”), then the beneficial owner thereof shall provide instructions only by such beneficial owner providing instructions to the CDS Participant through whom such beneficial owner holds such Series 2 Senior Preferred Shares. Beneficial owners of Series 2 Senior Preferred Shares will not have the right to receive share certificates representing their ownership of the shares.