

TAUBMAN CENTERS INC

FORM 8-K

(Current report filing)

Filed 05/05/14 for the Period Ending 04/30/14

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| Address | 200 E LONG LAKE RD SUITE 300 P O BOX 200 BLOOMFIELD HILLS, MI 48303-0200 |
| Telephone | 2482586800 |
| CIK | 0000890319 |
| Symbol | TCO |
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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

Current Report Pursuant
to Section 13 or 15(d) of the
Securities Exchange Act of 1934

Date of report (date of earliest event reported):

April 30, 2014

TAUBMAN CENTERS, INC.

(Exact Name of Registrant as Specified in its Charter)

Michigan

(State of Other Jurisdiction of Incorporation)

1-11530

(Commission File Number)

38-2033632

(I.R.S. Employer Identification No.)

**200 East Long Lake Road, Suite 300,
Bloomfield Hills, Michigan**

(Address of Principal Executive Office)

48304-2324

(Zip Code)

Registrant's Telephone Number, Including Area Code: **(248) 258-6800**

None

(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (See General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 5.02. DEPARTURE OF DIRECTORS OR CERTAIN OFFICERS; ELECTION OF DIRECTORS; APPOINTMENT OF CERTAIN OFFICERS; COMPENSATORY ARRANGEMENTS OF CERTAIN OFFICERS.

The Third Amended and Restated Limited Liability Company Agreement of Taubman Properties Asia LLC dated October 15, 2010, by and among Taubman Asia Management II LLC, René Tremblay, and Taubman Properties Asia LLC (Taubman Asia) was amended by such parties pursuant to the Fourth Amended and Restated Limited Liability Company Agreement of Taubman Properties Asia LLC dated April 30, 2014 (the Amended and Restated Taubman Asia Agreement). Under the original agreement, Taubman Asia had the ability to redeem Mr. Tremblay's ownership interest in Taubman Asia upon specified terminations of Mr. Tremblay's employment with Taubman Asia Management Limited (TAM), and Mr. Tremblay had the ability to put his ownership interest to Taubman Asia upon the occurrence of certain events. The Amended and Restated Taubman Asia Agreement provides for changes to certain terms and provisions related to the redemption of Mr. Tremblay's ownership interest consistent with the extension of the term of Mr. Tremblay's employment and further includes a provision that provides that so long as Mr. Tremblay is employed by TAM on April 1, 2016, then during the period commencing on April 1, 2016 and ending on April 30, 2016, Mr. Tremblay will have the right to exercise his option to put up to 40% of his ownership interest in Taubman Asia to Taubman Asia for cash in December 2016 at a valuation determined as of October 31, 2016. In addition, the provisions regarding the redemption of Mr. Tremblay's ownership interest were amended to change certain defined terms used in the valuation of non-stabilized assets so that the valuation as of October 31, 2016 will include the value of non-stabilized assets based on a stabilization period that has been extended by one year. Under the original agreement, Mr. Tremblay would have received no cash value from non-stabilized assets until stabilization was achieved.

The Employment Agreement dated October 15, 2010, by and between TAM and Mr. Tremblay was also amended pursuant to the Amended and Restated Employment Agreement dated April 30, 2014 (the Amended and Restated Employment Agreement) to extend the term of Mr. Tremblay's employment through December 31, 2017 and to provide for changes consistent with the Amended and Restated Taubman Asia Agreement. In addition, Mr. Tremblay's annual compensation was revised, including an increase in base salary from US\$650,000 to US\$1,000,000 and establishing a target bonus of 40% of base salary.

The foregoing description is qualified in its entirety by the Amended and Restated Taubman Asia Agreement and the Amended and Restated Employment Agreement, copies of which are filed as Exhibit 10.1 and Exhibit 10.2 to this report and are incorporated herein by reference.

Item 9.01. FINANCIAL STATEMENTS AND EXHIBITS.

(d) Exhibits

| <u>Exhibit</u> | <u>Description</u> |
|----------------|---|
| 10.1 | Fourth Amended and Restated Limited Liability Company Agreement of Taubman Properties Asia LLC dated April 30, 2014, by, between, and among Taubman Asia Management II LLC, René Tremblay, and Taubman Properties Asia LLC. |
| 10.2 | Amended and Restated Employment Agreement dated April 30, 2014 between Taubman Asia Management Limited and René Tremblay. |

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 hereunto duly authorized.

Date : May 5, 2014

TAUBMAN CENTERS, INC.

By: /s/ Lisa A. Payne

Lisa A. Payne

Vice Chairman and Chief Financial Officer

EXHIBIT INDEX

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**FOURTH AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
TAUBMAN PROPERTIES ASIA LLC
A DELAWARE LIMITED LIABILITY COMPANY**

THIS FOURTH AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this **“Agreement”**) is effective as of the 30th day of April, 2014, by, between, and among Taubman Asia Management II LLC, a Delaware limited liability company (**“T-Asia”**), whose address is 200 East Long Lake Road, P. O. Box 200, Bloomfield Hills, MI 48303-0200, and René Tremblay (**“Tremblay”**), whose address is 129 Repulse, Tower Two, Floor 20, Hong Kong, and Taubman Properties Asia LLC, a Delaware limited liability company (the **“Company”**).

RECITALS :

A. The Taubman Realty Group Limited Partnership, a Delaware limited partnership (**“TRG”**), formed the Company under the name **“Taubman Properties Asia LLC,”** by filing, on April 21, 2005, a Certificate of Formation (the **“Certificate”**) with the Delaware Secretary of State in accordance with the Delaware Limited Liability Company Act (the **“Act”**). TRG, as the Company’s sole member, entered into and adopted an Operating Agreement of Taubman Properties Asia LLC dated as of April 21, 2005 (the **“Original Agreement”**). TRG subsequently assigned its entire interest in the Company to T-Asia, which became the sole member of the Company in TRG’s place and stead.

B. On January 23, 2008, the Company admitted another member, and the Original Agreement was amended and restated (the **“First Amended and Restated Agreement”**).

C. On October 4, 2009, such other member withdrew from the Company, leaving T-Asia as the sole member of the Company, and the First Amended and Restated Agreement was once again amended and restated as of December 7, 2009 (the **“Second Amended and Restated Agreement”**).

D. On October 15, 2010, Tremblay was admitted as a member of the Company, and the parties hereto entered into the Third Amended and Restated Limited Liability Company Agreement of the Company (the **“Third Amended and Restated Agreement”**) to memorialize the understandings of the parties with respect to their relationship as members of, and their respective interests in, the Company.

E. The parties hereto now wish to amend and restate the Third Amended and Restated Agreement to change certain terms related to the redemption of Tremblay’s interest in the Company and for certain other reasons.

NOW, THEREFORE, the parties hereto agree that the Third Amended and Restated Agreement is hereby amended and restated in its entirety to read as follows:

ARTICLE I

**CONTINUATION, NAME,
PURPOSE, PRINCIPAL OFFICE,
TERM OF THE COMPANY AND RELATED MATTERS**

1.1 Continuation. The parties shall continue the Company on the terms and for the purposes hereinafter set forth.

1.2 Name. The name of the Company is Taubman Properties Asia LLC. The Company may also conduct its business under one or more assumed names.

1.3 Purpose. The purpose of the Company is to engage, indirectly through subsidiaries and ventures with others, in (i) the acquisition, development, financing, management, leasing and/or selling or exchanging of interests in commercial real properties, and properties having a significant commercial component, in the Territory (collectively, the “**Commercial Projects**”), with an initial focus in China and South Korea, (ii) any other activities in which the Members by Majority Vote may resolve to engage, and (iii) any other activities incidental or related to any of the foregoing.

1.4 Term.

- (a) The term of the Company commenced upon the filing of the Certificate.
- (b) The term of the Company shall end, and the Company shall dissolve, on the first to occur of the following events:
 - (i) the decision of the Manager to dissolve the Company; or
 - (ii) any other event which, under this Agreement or the Act, results in dissolution of the Company.

1.5 Office and Resident Agent.

(a) The registered agent and office of the Company in the State of Delaware shall be The Corporation Service Company, having an address at 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, or such other agent and address as may be designated from time to time by the Manager.

(b) The address of the principal office of the Company shall be 200 East Long Lake Road, P. O. Box 200, Bloomfield Hills, MI 48303-0200. The Company’s resident agent in the State of Michigan shall be Chris B. Heaphy, Esq., whose address is 200 East Long Lake Road, P. O. Box 200, Bloomfield Hills, MI 48303-0200.

ARTICLE II
CAPITAL CONTRIBUTIONS
AND RELATED MATTERS

2.1 Capital Contributions of the Members.

(a) T-Asia shall contribute such cash to the capital of the Company as the Manager may determine from time to time to be necessary or appropriate, less any such cash that Tremblay chooses to contribute pursuant to Section 2.1(b) below.

(b) Tremblay has contributed the sum of One Hundred US Dollars (US \$100) to the capital of the Company. At any time the Manager determines that additional contributions from the Members are necessary or appropriate, Tremblay shall be permitted to make such additional contributions to the Company up to any amount as will reduce T-Asia’s Preferred Capital to, and/or maintain T-Asia’s Preferred Capital at, zero. Specifically, if Tremblay gives written notice, within the ten (10) day period ending the day before the first day of a month, that he desires to contribute some share of any capital that is contributed to the Company during such month (based on the Manager’s determination that the contribution of such capital is necessary or appropriate), and the maximum amount of capital that he is willing to contribute to the Company during such month, then he shall be entitled (and required) to contribute such share of any capital contributed during such month, up to such maximum amount. In the absence of any such written notice, Tremblay shall be deemed to have elected not to contribute any share of any capital contributed during such month. Except as aforesaid, Tremblay shall not be required to make any additional contribution to the capital of the Company,

although certain distributions otherwise to be made to Tremblay will be withheld by the Company until T-Asia's Preferred Capital has been reduced to zero, all in accordance with Sections 3.1 and 8.1 of this Agreement.

2.2 Capital Accounts. The parties acknowledge that, as a limited liability company with a single member, the Company had previously been classified, for U.S. income tax purposes, as an entity disregarded as separate from its owner but, on account of the admission of Tremblay to the Company, has become classified, for U.S. income tax purposes, as a partnership and, more particularly, the following was, by reason of Tremblay's admission to the Company, deemed to have occurred (as set forth in IRS Revenue Ruling 99-5, 1999-1 C.B. 434, Situation 2): (i) Tremblay contributed cash to such partnership in the amount of his contribution of cash to the capital of the Company as set forth in Section 2.1(b) hereof, and (ii) T-Asia was deemed to have contributed all of the Company's other assets, subject to the Company's liabilities, to such partnership. The Company shall maintain a separate capital account (the "**Capital Account**") for each Member, which shall be (i) increased by the Member's capital contributions from and after the date of this Agreement (including, in the case of T-Asia, the contribution deemed made by T-Asia pursuant to the preceding sentence, the net agreed-upon value of which is equal to Nine Hundred US Dollars (US \$900), the Member's share of any Profits of the Company, and any items of income or gain allocated to the Member under Section 3.2 below, and (ii) shall be decreased by distributions made to the Member, the Member's share of any Losses of the Company, and any items of expense or loss allocated to the Member under Section 3.2 below. Upon the happening of an event described in Section 1.704-1(b)(2)(iv)(f) of the Regulations, the Manager may, in accordance with such Regulations, mark-to-market the Company's assets on the balance sheet as computed for book purposes, and adjust the Members' Capital Accounts as though the net adjustment to the values at which the assets are carried on such balance sheet were gain or loss allocable under Section 3.2. In accordance with Section 1.704-1(b)(2)(iv)(q) of the Regulations, each Member's Capital Account shall be adjusted in a manner that maintains equality between the aggregate of all of the Members' Capital Accounts and the amount of capital reflected on the Company's balance sheet as computed for book purposes.

2.3 Loans. With the approval of the Manager, the Members may, in lieu of contributing additional cash to the capital of the Company pursuant to Section 2.1 above, advance or cause any of their affiliates to advance such cash to the Company as a loan. Any such loan shall be made on such terms as are mutually agreeable to the Manager and the Member (or affiliate of a Member) making such loan, provided that the interest charged on any such loan is at an arm's-length rate that meets U.S. transfer pricing rules.

2.4 Liability of Tremblay. Except as provided in Section 2.1(b) hereof with respect to Tremblay's initial capital contribution to the Company of One Hundred US Dollars (US \$100) and in Section 3.1 and Section 8.1 hereof with respect to certain distributions otherwise to be made to Tremblay that are withheld by the Company until T-Asia's Preferred Capital has been reduced to zero, Tremblay shall not be obligated to contribute capital to the Company, lend any funds to the Company, guaranty any Company debt, or incur any personal liability with respect to the Company.

ARTICLE III

DISTRIBUTIONS AND ALLOCATIONS

3.1 Distributions.

(a) Distributions shall be made as, when and to the extent that the Manager determines that the Company's cash on hand exceeds the current and anticipated needs of the Company to fulfill its business purposes, including, without limitation, to service its debts and obligations to third parties, service its debts and obligations to the Members and their Affiliates as provided in this Agreement, and to maintain adequate capital and reserves for, by way of example and not limitation, working capital and reasonably foreseeable needs of the Company. Distributions shall be made in the following manner and order of priority:

(i) Distributions that do not represent a return of capital shall be made to the Members pro rata, based on their Sharing Percentages at the time of such distribution, provided, however, that if, at the time of such distribution, any Preferred Capital of T-Asia is outstanding, then eighty-five percent (85%) (or such greater percentage as Tremblay may specify) of the distribution otherwise to be made to Tremblay shall be

withheld and treated as a contribution by him to the Company's capital until no Preferred Capital of T-Asia is outstanding (*i.e.* , until T-Asia's Preferred Capital has been reduced to zero); and

(ii) Distributions that do represent a return of capital shall be made to the Members pro rata, based on their Sharing Percentages at the time of such distribution, provided, however, that if, at the time of such distribution, any Preferred Capital of T-Asia is outstanding, then eighty-five percent (85%) (or such greater percentage as Tremblay may specify) of the amount otherwise to be distributed to Tremblay shall be retained by the Company until distributions under this clause (ii) can be made to Tremblay without causing there to be (or to continue to be) any outstanding Preferred Capital of T-Asia.

For purposes of the foregoing, a distribution shall be deemed to represent a return of capital except to the extent that, following such distribution, the aggregate balance in the Members' Capital Accounts exceeds (i) the aggregate amount of the Members' cash and property contributions (including any amount treated as a contribution by Tremblay under the preceding provisions of this Section 3.1) over (ii) any prior distribution(s) deemed to be a return of capital under this sentence. For this purpose, the Members' Capital Accounts shall, if the Manager so elects, be determined by closing the Company's books and records immediately prior to such distribution.

An example of the foregoing is appended as Exhibit A.

(b) The Company is authorized to withhold from distributions to a Member, or with respect to allocations to a Member, and to pay over to a federal, state, local or foreign government, any amounts required to be so withheld pursuant to the Code, or any provisions of any other federal, state, local or foreign law. Any amounts so withheld shall be treated as having been distributed to such Member pursuant to this Article III for all purposes of this Agreement, and shall be offset against the amounts otherwise distributable to such Member. In the event the Company is required to withhold from or in respect of any income allocated but not currently distributed to Tremblay, the amount so withheld shall be treated as an interest-free loan from the Company to Tremblay, and shall be repaid from any and all distributions subsequently to be made to Tremblay, which the Company shall withhold and apply against the balance of such loan until such balance is reduced to zero.

(c) The Company shall have the right to set off, against any amount otherwise to be distributed to a Member, any amount owed by such Member to the Company (whether under another provision of this Agreement or otherwise) or to any affiliate of the Company.

(d) No distribution shall be declared or made if, after giving it effect, the Company would not be able to pay its debts as they become due in the usual course of business or the Company's total assets would be less than the sum of its total liabilities.

3.2 Allocation of the Profits and Losses of the Company.

(a) After giving effect to the allocations set forth in Section 3.2(b) below, the items of income, gain, loss and deduction entering into the computation of Profit or Loss of the Company for each fiscal year of the Company shall be allocated between the Members in such proportions as will cause the Capital Account of each Member to equal, as nearly as possible, the amount such Member would receive if an amount equal to both Members' Capital Accounts (computed prior to the allocation of such Profit or Loss), increased by the amount of such Profit or reduced by the amount of such Loss, were distributed to the Members in accordance with Section 8.1(a)(4); provided, however, that no Member shall be allocated any Loss to the extent such allocation would create or increase a deficit in such Member's Adjusted Capital Account.

(b) In the event any Member receives any distribution which creates or increases a deficit (negative balance) in such Member's Adjusted Capital Account, items of income and gain shall be specially allocated to such Member in an amount and manner sufficient to eliminate such deficit as quickly as possible. This Section 3.2(b), and the proviso of Section 3.2(a), are intended to comply, and shall be interpreted consistently, with the "alternate test for economic effect" of Section 1.704-1(b)(ii)(2)(*d*) of the Regulations.

(c) For purposes of this Agreement:

(i) **"Adjusted Capital Account"** means, with respect to any Member, such Member's Capital Account, reduced by those anticipated distributions described in Section 1.704-1(b)(2)(ii)(d) of the Regulations, and increased by the amount of any deficit in such Member's Capital Account that such Member is deemed obligated to restore under Section 1.704-1(b)(2)(ii)(c) of the Regulations.

(ii) **"Profit"** and **"Loss"** each means, for each fiscal year of the Company or other period, the Company's profit or loss for Federal income tax purposes, adjusted as follows:

(A) add any tax-exempt income of the Company described in Section 705(a)(1)(B) of the Code;

(B) subtract any nondeductible expenditures of the Company described in Section 705(a)(2)(B) of the Code;

(C) if the value at which any property is carried on the Company's balance sheet as computed for book (capital accounting) purposes differs from the adjusted tax basis of such property (because such property is contributed (or deemed to have been contributed) to, rather than purchased by, the Company, or because the value of such property on such books is adjusted pursuant to Section 1.704-1(b)(2)(iv)(f) of the Regulations), then items of income, gain, loss or deduction attributable to the disposition of such property shall be computed by reference to its value on such books, and items of depreciation, amortization and other cost recovery deductions with respect to such property shall be computed by reference to such value in accordance with Section 1.704-1(b)(2)(iv)(g) of the Regulations, and

(D) any preceding provision of this Section 3.2(c)(ii) to the contrary notwithstanding, disregard any items of income, gain, expense, or loss specially allocated pursuant to Section 3.2(b) hereof.

(iii) **"Regulations"** means the permanent and temporary regulations of the U.S. Department of Treasury under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations) .

(iv) All items set off in quotation marks and not otherwise defined shall have the meanings ascribed to them in the Regulations.

3.3 Allocations Solely for Tax Purposes . Items of income, gain, deduction, loss, and credit for federal income tax purposes shall be allocated between the Members in the same proportions as the corresponding book items are allocated, but if there is a book/tax difference in the determination of any such items by reason of a Member's contribution (or deemed contribution) of property (including, without limitation, T-Asia's capital contribution deemed made pursuant to Section 2.2 hereof) having a value that varies from its adjusted tax basis, or by reason of any event on account of which assets are marked-to-market on the Company's book under the principles of Section 1.704-1(b)(2)(iv)(f) of the Regulations, then such difference shall be reconciled in accordance with the principles of Section 704(c) of the Code and the regulations thereunder using any permissible method selected by the Manager. Allocations pursuant to this Section 3.3 are solely for tax purposes, and shall not affect the Members' Capital Accounts.

3.4 No Deficit Capital Account Restoration Requirement . If the Capital Account of any Member has a deficit balance (after giving effect to all contributions, distributions, and allocations for all taxable years), such Member shall not be obligated to make any contribution to the capital of the Company with respect to such deficit, and such deficit shall not be considered a debt owed to the Company or to any other person or entity for any purpose whatsoever.

3.5 Liability for Taxes . Each Member acknowledges that such Member is solely liable for any and all income taxes imposed on such Member by any taxing jurisdiction on distributions, including distributions in redemption

of such Member's Membership Interest or upon liquidation of the Company, and allocations of income to such Member pursuant to this Article III hereof, and such Member shall not be entitled to any reimbursement or indemnification by the Company or the other Member on account of the imposition of any such taxes.

ARTICLE IV **BOOKS, RECORDS AND ACCOUNTING**

4.1 Books and Records. The Company shall maintain complete and accurate books and records of its business and affairs as required by the Act, and such books and records shall be kept at Company's principal office. All books and records of the Company required to be maintained under this Section 4.1, as well as complete and accurate information regarding the Company's business, financial condition and other information regarding the affairs of the Company as is just and reasonable and any other information described in Section 18-305(a) of the Act, shall be made available upon reasonable demand by any Member for any purpose reasonably related to such Member's interest as a Member, for inspection and copying at the expense of the Company, and, if such Member so requests, copies of such information shall be sent to such Member by facsimile transmission.

4.2 Fiscal Year. The Company's fiscal year shall be the calendar year.

4.3 Tax Information and Financial Statements. As soon as practicable following the end of each fiscal year, the Company shall prepare and furnish to the Members (i) all information relating to the Company that is necessary for the preparation of the Members' Federal income tax returns for such fiscal year, and (ii) such financial statements as the Manager shall decide to have prepared.

4.4 Bank Accounts. All funds of the Company shall be deposited in such bank account(s) as shall be determined by the Manager. All withdrawals therefrom shall be made upon checks signed by any person authorized to do so by the Manager.

4.5 Tax Matters Partner. As used in this Agreement, "Tax Matters Partner" has the meaning set forth in Section 6231(a)(7) of the Code. T-Asia is hereby designated as Tax Matters Partner for the Company, with full power and authority to act as such for the Company and the Members, and all the rights and responsibilities of that position described in Sections 6222 through 6232 of the Code. The duties of the Tax Matters Partner shall be limited to those prescribed by the Code and regulations promulgated thereunder.

ARTICLE V **ASSIGNMENT OF MEMBERSHIP INTERESTS**

5.1 General. A Member may not sell, assign, transfer, exchange, mortgage, pledge, grant, hypothecate, or otherwise dispose of its Membership Interest or any part or portion thereof without the consent of the Manager. Any attempted disposition of a Member's Membership Interest, or any part or portion thereof, in violation of this provision is null and void *ab initio*, and the Company shall not be obligated to recognize any such attempted disposition.

5.2 Admission of Substitute Members. An assignee of a Member's Membership Interest shall be admitted as a substitute member and shall be entitled to all the rights and powers of the assignor (to the extent assigned), provided that (i) the Manager approves in writing the substitution of the assignee for the assignor as a member, and (ii) the assignee accepts, adopts, approves and agrees, in writing, to be bound by all of the terms and provisions of this Agreement. If admitted, the assignee, as a substitute member, shall have, to the extent assigned, all of the rights and powers, and shall be subject to all of the restrictions and liabilities, of the assigning Member. The assignor shall not thereby be relieved of any of its unperformed obligations to the Company.

5.3 Withdrawal. No Member may withdraw from the Company, except in connection with a permitted assignment of such Member's Membership Interest and the admission of such Member's assignee to the Company in such Member's place and stead in accordance with Section 5.2 above; provided, however, that this Section 5.3 is subject to the provisions of Section 5.5 below.

5.4 Dissolution, etc. In the event of the death, dissolution, termination, bankruptcy or insolvency of a Member (such event and such Member being hereinafter referred to as the "**Disabling Event**" and "**Disabled Member**," respectively), the Company shall not dissolve, but shall continue. The Disabled Member's Representative or Successor-in-Interest (each, a "**Successor**") shall be admitted as a Member in the place and stead of the Disabled Member, provided that the Successor agrees in writing to be bound by this Agreement. If the Successor refuses to agree in writing to be bound by this Agreement, then the Successor shall not be admitted to the Company, in which case the Membership Interest of the Disabled Member shall be forfeited, and the Successor shall have no interest in, or rights with respect to, the Company. The provisions of this Section 5.4 are subject in all respects to the provisions of Section 5.5 hereof.

5.5 Redemption of Tremblay's Membership Interest.

(a) If at any time on or prior to December 31, 2017, Tremblay terminates his employment with TAM without Good Reason or if Tremblay's employment with TAM is terminated by TAM for Good Cause, then the Company shall have the right, but not the obligation, by delivering written notice to Tremblay, to purchase and redeem Tremblay's entire Membership Interest; provided, however, that if Tremblay terminates his employment with TAM without Good Reason, then the Company's right to purchase and redeem Tremblay's Membership Interest under this Section 5.5(a) shall be exercisable only after the expiration of six (6) months after the date of such termination of employment. In the case TAM terminates Tremblay's employment for Good Cause after January 1, 2014 and on or prior to December 31, 2017, or Tremblay terminates his employment with TAM without Good Reason after January 1, 2014 and on or prior to May 31, 2017, then the redemption price for Tremblay's entire Membership Interest shall be (w) fifty percent (50%) of the Liquidation Value (determined pursuant to Section 5.5(c) hereof) of his Membership Interest plus (x) a membership interest in each entity holding a Non-Stabilized Asset on the terms and conditions set forth in Section 5.5(e) hereof (clauses (w) and (x) together, the "**Value-Based Redemption Price**"), in each case such payment constituting full payment for Tremblay's entire Membership Interest, and in the case Tremblay terminates his employment with TAM without Good Reason after May 31, 2017, then the redemption price for Tremblay's entire Membership Interest shall be (y) one hundred percent (100%) of the Liquidation Value (determined pursuant to Section 5.5(c) hereof) of his Membership Interest plus (z) a membership interest in each entity holding a Non-Stabilized Asset on the terms and conditions set forth in Section 5.5 (e) hereof (clauses (y) and (z) together, the "**Full Value Redemption Price**"), in each case such payment constituting full payment for Tremblay's Membership Interest. Notwithstanding the foregoing, the cash portion of the Redemption Price shall be reduced by any amount distributed to Tremblay after the date of delivery of the notice given to Tremblay pursuant to this Section 5.5(a). The cash portion of the Redemption Price shall be payable according to the following schedule: (i) in the case of the Value Based Redemption Price, up to Five Million US Dollars (US \$5,000,000) of the cash portion shall be paid in cash at the closing, and in the case of the Full Value Redemption Price, up to Ten Million US Dollars (US \$10,000,000) shall be paid in cash at the closing, and (ii) in either case, any balance of the cash portion shall be paid with interest at an annual fixed rate equal to the most recent Preferred Return Rate, in three (3) equal installments on each succeeding anniversary of the closing of the purchase and redemption of Tremblay's Membership Interest pursuant to this Section 5.5(a). The closing of the purchase and redemption pursuant to this Section 5.5(a) shall take place in accordance with the applicable procedures set forth in Section 5.5(f) hereof on a business day designated by the Company with at least seven (7) days' prior notice to Tremblay, but not later than ninety (90) days after the delivery of the notice of redemption given pursuant to this Section 5.5(a) or, if later (and to the extent applicable), the business day which is (or is nearest to) ten (10) days after the date of the Appraiser's determination of the Liquidation Value in accordance with Section 5.5(c) hereof.

(b) In each of the following situations, namely (A) at any time after November 30, 2017 if Tremblay is no longer employed by TAM, or (B) if a Termination Event occurs on or prior to November 30, 2017, at any time after the expiration of six (6) months after the date on which the Termination Event occurs, Tremblay (or in the case of his death, his estate) shall have the right to require the Company, upon ninety (90) days' written notice, to purchase and redeem Tremblay's entire Membership Interest for (x) an amount equal to the Liquidation Value (determined pursuant to Section 5.5(c) hereof) of his Membership Interest at such time plus (y) a membership interest in each entity holding a Non-Stabilized Asset on the terms set forth in Section 5.5(e) hereof, provided that the cash portion of the redemption price shall be reduced by any amount distributed to Tremblay after the date of Tremblay's notice given to the Company

pursuant to this Section 5.5(b). The cash portion of the redemption price shall be payable according to the following schedule: (i) up to Ten Million US Dollars (US \$10,000,000) of the cash portion of the redemption price shall be paid in cash at the closing, and (ii) any balance of the cash portion shall be paid, with interest at an annual fixed rate equal to the most recent Preferred Return Rate, in three (3) equal installments on each succeeding anniversary of the closing of the purchase and redemption of Tremblay's Membership Interest pursuant to this Section 5.5(b). The closing of the purchase and redemption of Tremblay's Membership Interest pursuant to this Section 5.5(b) shall take place in accordance with the procedures set forth in Section 5.5(f) hereof on a business day designated by the Company with at least seven (7) days' prior notice to Tremblay but not later than ninety (90) days after the date of delivery of Tremblay's notice to the Company or, if later (and to the extent applicable), the business day which is (or is nearest to) ten (10) days after the date of the Appraiser's determination of the Liquidation Value in accordance with Section 5.5(c) hereof.

(c) For purposes of this Section 5.5 and Section 5.6 hereof, the liquidation value (the "**Liquidation Value**") shall be such amount as Tremblay would have received on liquidation of the Company if the Company had liquidated all its assets, other than its Non-Stabilized Assets, at fair market value (exclusive of any value attributable to the name "Taubman"), net of the Company's liabilities, including any and all applicable taxes and the assumed costs of sale but not including liabilities, cost, and expenses allocable to the Non-Stabilized Assets, as of the date of the notice of redemption, and immediately distributed the proceeds of such liquidation in accordance with Section 8.1(a) hereof. In the event agreement cannot be reached by the parties as to the Liquidation Value within forty (40) days after the date of the redemption notice, then the Liquidation Value shall be determined by an appraiser (the "**Appraiser**") mutually agreed by the Company and Tremblay. Failing agreement on an Appraiser within thirty (30) days after the expiration of the forty (40) day period, the Appraiser shall be an individual who is (i) a principal from one of the "Big Four" accounting firms and (ii) designated by the Secretary General of the HKIAC. In the event none of the "Big Four" accounting firms is willing to allow one of its principals to serve as the Appraiser, then the Liquidation Value shall be determined by the HKIAC. The Appraiser shall act as expert and not as arbitrator, and his decision as to the Liquidation Value shall, absent manifest error, be final and conclusive.

(d) At any time Tremblay is no longer employed by TAM, the Company shall have the right, but not the obligation, by delivering written notice to Tremblay, to purchase and redeem Tremblay's entire Membership Interest on the same terms and conditions as set forth in Section 5.5(b) hereof; provided, however, that the Company shall not have the right to exercise such right to purchase and redeem Tremblay's Membership Interest during the Lock-Out Period. The redemption price shall be paid on the same schedule as set forth in Section 5.5(b) hereof, except that the annual installments shall be paid on the three (3) consecutive anniversaries of the closing of the purchase and redemption of Tremblay's Membership Interest pursuant to this Section 5.5(d). The closing of the purchase and redemption pursuant to this Section 5.5(d) shall take place in accordance with the provisions of Section 5.5(f) hereof on a business day designated by the Company with at least seven (7) days' prior notice to Tremblay but not later than ninety (90) days after the date of delivery of the Company's notice to Tremblay pursuant to this Section 5.5(d) or, if later (and to the extent applicable) the business day which is (or nearest to) ten (10) days after the date of the Appraiser's determination of the Liquidation Value in accordance with Section 5.5(c) hereof. In the event the conditions of both Section 5.5(a) and this Section 5.5(d) are met, the Company shall have the absolute right to purchase and redeem Tremblay's Membership Interest pursuant to the provisions of Section 5.5(a) hereof.

(e) In the event the Company purchases and redeems Tremblay's Membership Interest pursuant to Section 5.5(a), Section 5.5(b) or Section 5.5(d) hereof, the Company shall distribute to Tremblay a membership interest in each entity holding a Non-Stabilized Asset. If the purchase and redemption occur pursuant to Section 5.5(a) after May 31, 2017, or pursuant to Section 5.5(b) or Section 5.5(d) hereof, then, subject to the provisions of Section 5.8(a) hereof each such membership interest shall have a sharing percentage equal to (w) ten percent (10%) until such time as the aggregate distributions to Tremblay from the Company (including the distribution of the Liquidation Value and, if applicable, the distribution of the Partial Redemption Price pursuant to Section 5.8 hereof) and from each entity holding a Non-Stabilized Asset exceed Thirty Million US Dollars (US \$30,000,000), and (x) after such time, five percent (5%), and if the right to purchase and redeem arises during calendar year 2016 or on or prior to May 31, 2017 pursuant to Section 5.5(a) hereof, then, subject to Section 5.8(a) hereof, each such membership interest shall have a sharing percentage equal to (y) five percent (5%) until such time as the aggregate distributions to Tremblay from the Company (including the distribution of the Liquidation Value and, if applicable, the distribution of the Partial Redemption Price pursuant to Section 5.8 hereof) and each entity holding a Non-Stabilized Asset exceed Fifteen Million US Dollars (US

\$15,000,000), and after such time (z) two and one-half percent (2.5%) (each such applicable percentage set forth in this Section 5.5(e) being referred to as a “**Non-Stabilized Percentage** ”); provided however, that the Non-Stabilized Percentage shall be subordinate to an aggregate distribution to T-Asia from the Company and/or each entity holding a Non-Stabilized Asset of an amount equal to the sum of (x) T-Asia’s Preferred Capital, plus (y) T-Asia’s aggregate direct and indirect preferred capital (determined in the same manner as the Preferred Capital but without duplication) in the entities owning the Non-Stabilized Assets; and provided further that if Tremblay exercises his right pursuant to Section 5.8 hereof to cause the Company to redeem a portion of his Membership Interest, the Non-Stabilized Percentage shall be adjusted in the same manner as Tremblay’s Sharing Percentage. The Company (or its affiliate) shall be the manager of each entity holding a Non-Stabilized Asset, and Tremblay shall have neither the obligation nor the right to make any capital contributions or loans to any entity holding a Non-Stabilized Asset. In the event that the Company’s interest in a Non-Stabilized Asset is less than one hundred percent (100%), then Tremblay’s interest in such Non-Stabilized Asset, after an aggregate distribution of an amount equal to the sum of (x) T-Asia’s Preferred Capital, plus (y) T-Asia’s aggregate direct and indirect preferred capital (determined in the same manner as the Preferred Capital but without duplication) in the entities owning the Non-Stabilized Assets, shall be equal to the product of T-Asia’s interest in such Non-Stabilized Asset multiplied by the applicable Non-Stabilized Percentage. In no event shall Tremblay’s Non-Stabilized Percentage or capital account in any such entity be reduced as a result of the admission of an additional member to such entity. The agreement governing the entity holding a Non-Stabilized Asset shall incorporate the provisions of this Section 5.5(e) and those of Section 5.6 and Section 5.8 hereof, and such other provisions as the Company deems appropriate.

(f) At the closing of the purchase and redemption of Tremblay’s Membership Interest pursuant to Section 5.5(a), Section 5.5(b), or Section 5.5(d) hereof, the following, to the extent applicable, shall occur:

(i) The Company shall pay the cash portion of the redemption price to Tremblay by certified check or wire transfer, and shall deliver to Tremblay a note, in commercially reasonable form, payable as set forth in Section 5.5(b) or Section 5.5(d) hereof, as applicable, for the balance of the redemption price.

(ii) The Company shall transfer, or cause to be transferred, to Tremblay a membership interest in each entity holding a Non-Stabilized Asset.

(iii) Tremblay shall execute and deliver to the Company an assignment of his Membership Interest, free and clear of all liens and encumbrances, and such other documents, in form and substance satisfactory to the Company, as may be necessary to assign and transfer his Membership Interest to the Company free and clear of all liens and encumbrances.

5.6 Redemption of Tremblay’s Interest in Non-Stabilized Assets. The governing document for each entity owning a Non-Stabilized Asset shall provide that at any time after a Non-Stabilized Asset becomes Stabilized, provided Tremblay is not then an officer or director of Taubman Centers, Inc. or any of its affiliates, the Company shall have the right, but not the obligation, by delivering written notice to Tremblay, to cause the entity owning the Non-Stabilized Asset to redeem Tremblay’s entire membership interest in such entity, and Tremblay shall have the right, but not the obligation, by delivering written notice to the Company, to require the Company to cause the entity owning the Non-Stabilized Asset to purchase and redeem Tremblay’s entire membership interest in such entity. In either case, the redemption price for Tremblay’s entire membership interest in such entity shall be an amount determined using the same methodology as set forth in Section 5.5(c) hereof for determining the Liquidation Value of the Company, provided that the redemption price shall be reduced by any amount distributed to Tremblay by such entity or any other entity owning a Non-Stabilized Asset after the date of delivery of either notice of redemption, such reduction to be applied first to the cash portion of the redemption price. The redemption price for Tremblay’s membership interest shall be paid in accordance with the following schedule: (i) cash shall be paid at closing in an amount equal to the difference between (x) Ten Million US Dollars (US \$10,000,000), except that in the case that Tremblay acquired his interest in such entity as a result of a purchase and redemption pursuant to Section 5.5(a) hereof, Five Million US Dollars (US \$5,000,000) shall be substituted for Ten Million US Dollars (US \$10,000,000) in this sub-clause (x), and (y) the aggregate payments made to Tremblay pursuant to this clause (i) in redemption of his membership interests in entities holding Non-Stabilized Assets, and (ii) the balance shall be paid, with interest at an annual fixed rate equal to the most recent Preferred Return Rate, in three (3) equal installments on each succeeding anniversary of the date of the closing

of the purchase and redemption of Tremblay's membership interest pursuant to this Section 5.6. The closing of the purchase and redemption of Tremblay's membership interest in such entity shall take place in accordance with the applicable procedures set forth in Section 5.5(f) hereof on a business day designated by the Company with at least seven (7) days' prior notice to Tremblay, but not later than ninety (90) days after the date of delivery of the Company's notice to Tremblay pursuant to this Section 5.6 or delivery of Tremblay's notice to the Company pursuant to this Section 5.6, as the case may be, or, in each case if later (and to the extent applicable), the business day which is ten (10) days after the Appraiser's determination of the value of Tremblay's interest in such entity.

5.7 Cooperation. Notwithstanding the provisions of Section 5.5, Section 5.6, and Section 5.8 hereof, the Members agree to work together in good faith to implement the provisions of such sections and any transactions contemplated thereby in a manner that does not alter the economic arrangement among the Members and the Company, but that is tax efficient for the Members and the Company, taking into account the various jurisdictions that have taxing authority over the Members, the Company, and the Company's subsidiaries (current and to-be-formed).

5.8 Right of Tremblay to Cause the Redemption of a Portion of His Membership Interest.

(a) Provided that Tremblay is employed by TAM on April 1, 2016, then during the period commencing on April 1, 2016 and ending on April 30, 2016, Tremblay shall have the right to cause the Company to purchase up to forty percent (40%) of his Membership Interest by delivering to the Company a written notice which shall set forth the portion of Tremblay's Membership Interest to be redeemed (the "**Redeemed Interest**"). The redemption price (the "**Partial Redemption Price**") for the Redeemed Interest shall be determined based on the Full Liquidation Value of one hundred percent (100%) of Tremblay's Membership Interest determined as of October 31, 2016, and by multiplying the Full Liquidation Value by the percentage (the "**Redemption Percentage**") of Tremblay's Membership Interest to be redeemed. For purposes of this Section 5.8, "**Full Liquidation Value**" means the Liquidation Value as determined using the methodology set forth in Section 5.5(c) hereof, but the Liquidation Value shall be adjusted by including the value of the Non-Stabilized Assets and the liabilities, cost and expenses allocable to the Non-Stabilized Assets, all of which shall be determined by the agreement of the parties or by an Appraiser. The closing of such purchase shall occur in accordance with the provisions of Section 5.8(b) hereof on a business day during December, 2016 selected by the Company with at least seven (7) days' prior written notice to Tremblay. In the event the Company redeems the Redeemed Interest pursuant to this Section 5.8(a), the governing document for each entity owning a Non-Stabilized Asset shall provide for Tremblay's Non-Stabilized Percentage as set forth in Section 5.5(e) hereof to be reduced by the Redemption Percentage.

(b) The Partial Redemption Price shall be a cash redemption price and shall be paid in full at closing by certified check or wire transfer. The closing of the redemption provided for in Section 5.8(a) shall take place at the principal office of the Company on or before December 31, 2016, or at such other location as Tremblay and the Company shall agree upon. At the closing, Tremblay shall transfer to the Company the Redeemed Interest free and clear of all liens, security interests, and claims of others and shall deliver to the Company such instruments of transfer with respect to the Redeemed Interest and such evidence of authority, execution and delivery and the absence of any liens, security interests or claims of others as to the Redeemed Interest as the Company shall reasonably request.

5.9 Admission of Additional Members. In the event the Manager desires to admit one or more persons as members in the Company from time to time, the Manager shall be authorized to do so, provided that in no event shall Tremblay's Sharing Percentage or Capital Account be reduced as a result of such admission.

ARTICLE VI
MANAGEMENT; NON-COMPETITION

6.1 Management of Business.

(a) The business and affairs of the Company shall be managed exclusively by a manager (the "**Manager**"). T-Asia shall be the Manager until T-Asia's resignation or removal, whereupon the Members, acting by Majority Vote, shall select a replacement Manager. The Manager may resign as such at any time. The Manager shall not be subject

to removal, except by Majority Vote of the Members. Neither the resignation nor removal of a Manager who or which is also a Member shall affect the Membership Interest of such Member.

(b) The Manager is authorized and empowered to act for and manage the Company to the fullest extent permitted by law. The Manager may, without the consent of any Member or other person, bind the Company in any manner whatsoever. Without limiting the foregoing, the Manager shall have the power, on behalf of the Company, to: (i) acquire any property or asset that the Manager deems necessary or appropriate to conduct the business or promote the purpose of the Company; (ii) hold, manage, maintain, mortgage, grant a security interest in, pledge, lease, exchange, sell, convey, or otherwise dispose, encumber, or deal with any such property or asset; (iii) open one or more depository accounts and make deposits into and checks and withdrawals against such accounts; (iv) borrow money and incur liabilities and other obligations; (v) enter into any and all agreements and execute any and all contracts, documents and instruments; (vi) engage employees and agents, define their respective duties, and establish their compensation or remuneration; (vii) obtain insurance covering the business and affairs of the Company and its property and the lives and well being of its employees and agents; (viii) commence, prosecute, or defend any proceeding in the Company's name; and (ix) participate with others in partnerships or joint ventures. Without the consent of all of the Members, however, the Manager shall not cause or permit the transfer of any significant asset of the Company or any subsidiary of the Company to any Member or affiliate of a Member at less than the fair market value of such asset; provided that this sentence shall not limit transfers of assets to companies in which neither a Member nor any affiliate of a Member has an interest other than indirectly through (by reason of the ownership of an interest in) the Company (and, without limitation, transfers of assets at less than fair value among wholly-owned subsidiaries of the Company shall not be in any way restricted).

(c) No person dealing with the Company shall be required to investigate or inquire into the Manager's authority to execute agreements, instruments, or documents, or to take actions, on behalf of the Company, and any person dealing with the Company shall be entitled to rely upon any agreement, instrument or document executed, and any action taken, by the Manager on behalf of the Company, and the Company shall be bound thereby.

(d) All contracts of the Company, leases, promissory notes, deeds of trust, mortgages, and other evidences of indebtedness of the Company, and other Company instruments or documents, need be executed, signed, or endorsed only by the Manager or that person or those persons (who need not be Members) designated in writing by the Manager, and such designated person's(s) signature(s) shall be sufficient to bind the Company and its properties.

6.2 Limitations on Members .

(a) Except as otherwise expressly set forth herein, or as provided by any non-waivable provision of the Act, the Members, as such, shall have no authority to act for the Company, or to vote upon, consent to or otherwise approve any Company transaction, act or event. Without limiting the foregoing, no Member, as such, shall have (i) any power to sign or act on behalf of the Company in any manner whatsoever or (ii) any voice or participation in the management of the Company's business, except as otherwise expressly set forth herein, or as provided by any non-waivable provision of the Act.

(b) No consent or approval of any Member to any action of the Manager for or on behalf of the Company shall be required except to the extent that any other provision of this Agreement or non-waivable provision of the Act may expressly provide otherwise and, as to any such action as to which the consent or approval of the Members may be expressly required by any other provision of this Agreement or non-waivable provision of the Act, the consent or approval of the Members acting by Majority Vote shall be both necessary and sufficient, except as the Act may otherwise provide.

6.3 Compensation of Manager and its Affiliates .

(a) The Manager shall not be compensated for serving as the Manager. The Manager shall, however, be reimbursed by the Company for all out-of-pocket costs and expenses incurred by the Manager on the Company's behalf.

(b) The Manager may engage one or more of its affiliates to perform services for the Company and its affiliates, provided that the fees paid to any such affiliate of the Manager are arm's-length fees that meet the U.S. transfer pricing rules and the transfer pricing rules of each local jurisdiction in which such services are provided.

(c) One or more affiliates of the Manager may lend funds to the Company or to affiliates of the Company on such terms as the Manager and such lending affiliate may determine, provided that the interest rate charged on any such loan meets U.S. transfer pricing rules and the transfer pricing rules of the local jurisdiction of the borrowing affiliate.

6.4 Duties; Liability. The Manager shall not be required to devote the Manager's (and no employee of the Manager shall be required to devote his or her) full time to the Company's affairs. The Manager shall have a duty of due care, but shall not be liable to the Company or to any of the Members by reason of any act performed for or on behalf of the Company or in furtherance of the Company's business, except that this provision does not eliminate or limit the liability of the Manager to the extent such elimination or limitation is not permitted by the Act.

6.5 Indemnification. The Company shall, to the fullest extent authorized or permitted by the Act, (i) indemnify any person, and such person's successors and legal representatives, if and insofar as such person was, is, or is threatened to be made, a party to any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative) by reason of the fact that such person is or was a Manager or Member of the Company, or is or was serving at the request of the Company as a manager, director, officer, employee or agent of another company, partnership, joint venture, trust, employee benefit plan or other enterprise, whether or not for profit, or by reason of anything done by such person in such capacity (collectively, the "**Covered Matters**"); and (ii) pay or reimburse the reasonable expenses incurred by such person and such person's successors and legal representatives in connection with any Covered Matter in advance of final disposition of such Covered Matter. The Company may provide such other indemnification to managers, officers, employees and agents by insurance, contract or otherwise as is permitted by law and authorized by the Manager.

6.6 Limitation on Members' Duties. Each Member may cast such Member's vote on any matter, and give or withhold such Member's consent to or approval of any action or proposed action, in any manner deemed by such Member to be in such Member's own best interest, and no Member shall have any duty to the Company or any other Member except for a duty of fair dealing.

6.7 Non-Competition. Tremblay agrees that for so long as he is a Member of the Company and for a period of one (1) year thereafter, he shall not in any manner, directly or indirectly, through any Related Entity or otherwise, engage or be engaged, or assist any other person, firm, corporation, enterprise or business in engaging or being engaged, in the Line of Business in the Territory unless previously approved in writing by the Manager.

6.8 Non-Solicitation. Tremblay agrees that for so long as he is a Member of the Company and for a period of one (1) year thereafter, he will not, directly or indirectly, disrupt damage, impair, or interfere with the business of the Company or any affiliate thereof by hiring, or allowing any Related Entity to hire, any employee of the Company or any employee of an affiliate of the Company or by soliciting, influencing, encouraging, or recruiting any employee of the Company or any employee of an affiliate of the Company to work for Tremblay or a Related Entity.

6.9 Conflicts of Interest. Without limiting the foregoing, without the prior express written authorization of the Manager, Tremblay shall not, directly or indirectly, for so long as he is a Member of the Company and for one (1) year thereafter, engage in any activity (a "**Conflict of Interest**") competitive with or adverse to the business of Company or its affiliates, whether alone, as a partner, or as an officer, director, employee or investor of or in any other entity. Notwithstanding anything to the contrary in the preceding sentence, it is expressly understood and agreed that:

(a) Ownership by Tremblay of less than five percent (5%) in the aggregate of the outstanding shares of capital stock of any corporation with one or more classes of its capital stock listed on a securities exchange or publicly traded in the over-the-counter market shall not be deemed to constitute a Conflict of Interest.

(b) It shall not be a Conflict of Interest for Tremblay to serve in any capacity with any civic, educational, or charitable organization.

6.10 **Confidentiality.** Tremblay acknowledges that, while he is a Member of the Company, he will become familiar with trade secrets and other non-public, confidential, and/or proprietary information concerning the business (including but not limited to its services, practices, policies or employees of affiliates of the Company (collectively, the “**Confidential Information**”). Tremblay promises never to make use of, disclose, or divulge any Confidential Information, directly or indirectly, except to the extent such use or disclosure is (i) necessary to the performance of this Agreement and in furtherance of the Company's best interests, (ii) lawfully and publicly obtainable from other sources through no fault or breach of Tremblay, or (iii) authorized in writing by the Company. All records, files, documents, drawings, specifications, software, computerized data and information on any medium, equipment, and similar items or materials containing Confidential Information or otherwise relating to the business of the Company or its affiliates, including without limitation all records relating to tenants of properties owned directly or indirectly by the Company (collectively, “**Company Materials**”), whether prepared by Tremblay or otherwise coming into Tremblay's possession, shall remain the exclusive property of the Company or such affiliates. At such time as Tremblay is no longer a Member of the Company, Tremblay agrees to promptly deliver to the Company all Company Materials in his possession or under his control. The provisions of this Section 6.10 shall survive Tremblay's membership in the Company, the termination of this Agreement, and the dissolution and liquidation of the Company. Tremblay promises that if he ever becomes legally compelled (for example, by court order or subpoena) to disclose any Confidential Information or Company Materials, he will notify the Company as soon as possible after learning of the requested disclosure and, prior to disclosing any such information or materials, cooperate fully with the Company in its pursuit of a protective order or other lawful efforts to resist disclosure.

ARTICLE VII

REPRESENTATIONS, WARRANTIES, AND COVENANTS

7.1 Each party hereto represents to the other as follows:

(a) Such party has the authorization, power, and right to execute, deliver, and fully perform its obligations hereunder in accordance with the terms hereof.

(b) This Agreement does not require any authorization, consent, approval, exemption, or other action by any other party that has not been obtained and does not conflict with or result in the breach of the terms, conditions or provisions of, constitute a default under, or result in a violation of any agreement, instrument, order, judgment or decree to which such party is subject.

7.2 T-Asia and the Company represent to Tremblay that, as of the date of this Agreement:

(i) the Company is the owner, beneficially and of record, of the entire issued and outstanding capital stock of Taubman Asia Investment Limited, a Cayman Islands company (“**Taubman Asia**”), and Taubman China Holdings One LLC, a Delaware limited liability company,

(ii) T-Asia has provided Tremblay with a complete and accurate chart of Taubman Asia's direct and indirect subsidiaries and the equity holdings therein,

(iii) Taubman Asia is the owner, beneficially and of record, of the entire issued and outstanding capital stock of The Taubman Company Asia Limited, a Cayman Islands company (“**Taubman Company Asia**”),

(iv) Taubman Company Asia is the owner, beneficially and of record, of the entire issued and outstanding capital stock of Taubman Asia Management Limited, a Cayman Islands company(“TAM”), and

(v) except as set forth in the foregoing, and except for the subsidiaries under Taubman China Holdings One LLC, the Company does not directly or indirectly hold any share, capital stock, partnership, membership or similar interest in any entity.

Tremblay acknowledges that the Manager may, at any time and from time to time after the date of this Agreement, effect changes to the foregoing without prior notice to or any approval of Tremblay.

7.3 TRG, T-Asia, and the Company covenant to Tremblay that for so long as Tremblay is a Member, TRG and T-Asia shall conduct their business in the Territory solely through the Company, and the Company shall conduct its business in the Territory itself or through its direct and indirect subsidiaries, except that (i) to the extent the Company acquires, directly or indirectly, an interest in a Line of Business that is conducted both within and without the Territory, T-Asia and the Company shall enter into good faith discussions with Tremblay as to the appropriate participation Tremblay should be provided in such Line of Business, and (ii) to the extent TRG or T-Asia determines to conduct a Line of Business in the Territory through an entity other than the Company or the Company’s direct or indirect subsidiaries, then TRG shall offer Tremblay the right to participate in such other entity on terms and conditions that are substantially equivalent to those set forth in this Agreement.

ARTICLE VIII
DISSOLUTION AND WINDING UP;
CONTINUATION OF BUSINESS

8.1 Winding Up and Liquidation of the Company.

(a) Upon the dissolution of the Company, the Manager shall proceed to wind up the affairs and liquidate the property and assets of the Company, and shall apply and distribute the proceeds of such liquidation in the following priority:

(1) to the expenses of liquidation;

(2) to the payment of all debts and liabilities of the Company, including, without limitation, debts and obligations to the Members;

(3) to the establishment of such reserves as the Manager deems necessary or advisable to provide for any contingent or unforeseen liabilities or obligations of the Company, provided, however, that after the expiration of such period of time as the Manager deems appropriate, the balance of such reserves remaining after payment of such contingencies shall be distributed in the manner hereinafter set forth; and

(4) the balance of such proceeds shall be distributed as follows: (i) first, to T-Asia, to the extent of T-Asia’s Preferred Capital, and (ii) any remaining proceeds shall be distributed to the Members, pro rata, based on their Sharing Percentages (taking into account the reduction in Tremblay’s Sharing Percentage from ten (10%) to five (5%) (or such other percentage determined pursuant to the provisions of Section 5.8(a) hereof) once distributions to him (including any made under this Section 8.1(a)(4) and, if applicable, the distribution of the Partial Redemption Price pursuant to Section 5.8 hereof) exceed Thirty Million US Dollars (US \$30,000,000).

(b) A reasonable time shall be allowed for the orderly liquidation of the property and assets of the Company and the payment of the debts and liabilities of the Company in order to minimize the normal losses attendant upon a liquidation.

(c) Anything contained in this Section 8.1 to the contrary notwithstanding, if the Manager shall determine that a complete liquidation of all the property and assets of the Company would involve substantial losses or be

impractical or ill-advised under the circumstances, the Manager shall liquidate that portion of the assets of the Company sufficient to pay the expenses of liquidation and the debts and liabilities of the Company (excluding the debts and liabilities of the Company to the extent that they are adequately secured by mortgages on or security interests in the assets of the Company), and the remaining property and assets shall be distributed to the Members as tenants-in-common or partitioned in accordance with applicable statutes or distributed in such other reasonable manner as shall be determined by the Manager. If any assets are distributed in kind, such assets shall be distributed in a manner which is consistent with the order of priority set forth in Section 8.1 hereof.

8.2 Certificate of Dissolution. After the affairs of the Company have been wound up and the Company terminated, a certificate of dissolution shall be executed and filed in the office of the Delaware Secretary of State.

ARTICLE IX **MISCELLANEOUS PROVISIONS**

9.1 Notices. Any notice or other communication required or permitted to be delivered to any party under or in connection with this Agreement shall be in writing and sent to such party at the address indicated in the Preamble to this Agreement. Each such notice or other communication shall be effective and deemed delivered (i) if delivered personally to the party to whom the same is directed, then when actually delivered, (ii) if sent by certified mail, return receipt requested, postage and charges prepaid, addressed to the party to whom the same is directed, then upon the date of acceptance or refusal to accept as indicated by the return receipt, or (iii) if sent by facsimile transmission, then when transmitted to the following number (as the same may be changed pursuant to this Section 9.1) and an appropriate confirmation of transmission is received:

If to T-Asia, to: Taubman Asia Management II LLC
 c/o The Taubman Company LLC
 200 East Long Lake Road
 P.O. Box 200
 Bloomfield Hills, MI 48303-0200
 Facsimile: +1-248-258-7601
 Attention: President

With a copy to: The Taubman Company LLC
 200 East Long Lake Road
 P. O. Box 200
 Bloomfield Hills, MI 48303-0200
 Facsimile: +1-248-258-7586
 Attention: General Counsel

If to Tremblay, to: Mr. René Tremblay
 129 Repulse Bay Road
 Tower Two
 Floor 20
 Hong Kong
 Facsimile: 852-2873-2218

With a copy to: Peloquin Kattan s.e.n.c.
 1, Westmount Square, 20th Floor
 Westmount (Québec)
 Canada
 H3Z 2P9
 Facsimile: +1-514-937-2971
 Attention: Claude Pélouin

Any Member may change its address for purposes of this Agreement by giving the other Members notice of such change in the manner hereinabove provided for the giving of notices.

9.2 Article and Section Headings. The headings in this Agreement are inserted for convenience and identification only, and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any of the provisions hereof.

9.3 Construction. Whenever the singular number is used herein, the same shall include the plural, and any one gender (including the neuter) shall include the others. If any language is stricken or deleted from this Agreement, such language shall be deemed never to have appeared herein and no other implication shall be drawn therefrom.

9.4 Severability. If any provision hereof shall be judicially determined to be illegal, or if the application thereof to any person or in any circumstance shall, to any extent, be judicially determined to be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or in circumstances other than those to which it has been judicially determined to be invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

9.5 Governing Law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of Delaware applicable to contracts made and performed in such jurisdiction and without regard to choice of law principles, to the extent permitted by law.

9.6 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall, for all purposes, constitute an original and all of which, taken together, shall constitute one and the same Agreement.

9.7 Entire Agreement. This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof. All prior agreements between the parties hereto with respect to the subject matter hereof, whether written or oral, are merged herein and shall be of no force or effect.

9.8 Amendments. This Agreement may be amended or modified with the express written consent of all of the Members, provided, however, that no Member shall unreasonably withhold or delay his written consent to any such amendment or modification proposed by Members acting by Majority Vote if such amendment or modification neither enlarges the obligations, nor reduces the rights, of such Member in a material way.

9.9 Benefits Limited to Members. Except as otherwise provided in this Agreement, nothing in this Agreement is intended to confer, and nothing in this Agreement shall confer, any rights or benefits of any kind on any person who is not a Member.

9.10 Successors and Assigns. Subject to the restrictions on transferability contained herein, this Agreement shall be binding upon, and shall inure to the benefit of, the successors and assigns of the respective parties hereto.

9.11 Waiver. No failure on the part of any party to exercise or delay in exercising any right hereunder shall be deemed a waiver thereof or of any other right, nor shall any single or partial exercise preclude any further or other exercise of such right or any other right. A waiver by a Member of any breach or default by the other Member under this Agreement shall be effective only if in writing and signed by the Member against whom enforcement of the waiver is sought.

9.12 Choice of Venue. Any dispute, controversy or claim arising out of or in respect of this Agreement (or its validity, interpretation, or enforcement, or alleging breach thereof) shall be submitted to, adjudicated by, and subject to the exclusive jurisdiction of the state or federal courts in the City of New York, County of New York, and both Members hereby consent to such venues as the exclusive forums for resolution of the aforementioned disputes, submit to the personal jurisdiction of said courts to hear such disputes, and waive all objections to such courts hearing and adjudicating such disputes.

9.13 Representation By Counsel; Interpretation. T-Asia and Tremblay each acknowledge that each party to this Agreement has been represented by counsel in connection with this Agreement and the matters contemplated by this Agreement. Accordingly, any rule of law, or any legal decision that would require interpretation of any claimed ambiguities in this Agreement against the party that drafted it has no application and is expressly waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the intent of the parties.

ARTICLE X **DEFINITIONS**

The terms set forth below shall have the following meanings when used in this Agreement:

"**Act**" has the meaning specified in Recital A to this Agreement.

"**Adjusted Capital Account**" has the meaning specified in Section 3.2(c)(i) hereof.

"**Agreement**" has the meaning specified in the Preamble to this Agreement.

"**Applicable Gross-Up Fraction**" means, at any time, a fraction, the numerator of which is one (1) minus Tremblay's Sharing Percentage at such time, and the denominator of which is Tremblay's Sharing Percentage at such time.

"**Appraiser**" has the meaning specified in Section 5.5(c) hereof.

"**Capital Account**" has the meaning specified in Section 2.2 hereof.

"**Certificate**" has the meaning specified in Recital A to this Agreement.

"**Code**" means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provision of succeeding law).

"**Commercial Projects**" has the meaning specified in Section 1.3 hereof.

"**Company**" has the meaning specified in the Preamble to this Agreement.

"**Company Materials**" has the meaning specified in Section 6.10 hereof.

"**Confidential Information**" has the meaning specified in Section 6.10 hereof.

"**Conflict of Interest**" has the meaning specified in Section 6.9 hereof.

"**Covered Matters**" has the meaning specified in Section 6.5 hereof.

"**Disability**" is as described as a reason for termination of employment in Section 4.1(a) of the Employment Agreement.

"**Disabled Member**" and "**Disabling Event**" have the respective meanings specified in Section 5.4 hereof.

"**Employment Agreement**" means that certain Employment Agreement between Taubman Asia Management Limited and René Tremblay of even date herewith.

"**First Amended and Restated Agreement**" has the meaning specified in Recital B to this Agreement.

"**Full Liquidation Value**" has the meaning specified in Section 5.8(a) hereof.

"**Full Value Redemption Price**" has the meaning specified in Section 5.5(a) hereof.

“Good Cause” is defined in the Employment Agreement as “good cause.”

“Good Reason” is defined in the Employment Agreement as “good reason.”

“HKIAC” means the Hong Kong International Arbitration Centre.

“Line of Business” means investment in commercial properties and/or the development, operation, or management of such properties.

“Liquidation Value” has the meaning specified in Section 5.5(c) hereof.

“Lock-Out Period” means the period that begins on June 1, 2017 and ends on November 30, 2017.

“Majority Vote” of the Members means the vote of those Members whose interests in the Company exceed fifty percent (50%) of all Members’ interests in the Company, treating, for this purpose, Tremblay’s interest at any time as equal to his Sharing Percentage at such time, and T-Asia’s interest at any time as equal to one hundred percent (100%) minus Tremblay’s Sharing Percentage at such time.

“Manager” has the meaning specified in Section 6.1(a) hereof.

“Member” means each of T-Asia and Tremblay, and any other person who hereafter may be admitted to the Company as a member, each for so long as it or he is a member of the Company.

“Membership Interest” shall mean all of the right, title, and interest of a Member (in his or its capacity as a member of the Company within the meaning of the Act) in and to the Company.

“Non-Stabilized Asset” means a Commercial Project that has been approved by the Board of Directors of Taubman Centers, Inc., but which is not yet Stabilized; provided, however, solely for the purpose of Section 5.5(d) hereof, if the Company exercises its right to purchase and redeem Tremblay’s Membership Interest on or prior to December 31, 2017, the term “Non-Stabilized Asset” shall also include any Commercial Project that the Company has identified and is actively evaluating at the time of Tremblay’s termination of employment with TAM provided that the Board of Directors of Taubman Centers, Inc. approves such Commercial Project on or prior to the expiration of twelve (12) months after the date of Tremblay’s termination of employment with TAM.

“Non-Stabilized Percentage” has the meaning specified in Section 5.5(e) hereof.

“Original Agreement” has the meaning specified in Recital A to this Agreement.

“Partial Redemption Price” has the meaning specified in Section 5.8(a) hereof.

“Preferred Capital” means the capital contributions of T-Asia after the date of this Agreement other than capital contributions made to permit the redemption of the Redeemed Interest pursuant to Section 5.8 hereof (the “**Redemption Contribution**”), adjusted as follows:

(1) any additional contribution of cash other than a Redemption Contribution by T-Asia to the capital of the Company after the date of this Agreement will increase the Preferred Capital;

(2) any distribution of cash to T-Asia from the Company as a return of capital under Section 3.1(a)(ii) will reduce the Preferred Capital;

(3) any cash that Tremblay actually contributes, or is deemed to have contributed under Section 3.1(a)(i) (relating to distributions of profit), to the Company will reduce the Preferred Capital by the product of (A) the amount of such cash and (B) the Applicable Gross-Up Fraction at the time of such contribution;

(4) any cash that is distributed to Tremblay under Section 3.1(a)(ii) (relating to distributions of capital) will increase the Preferred Capital by the product of (A) the amount of such cash and (B) the Applicable Gross-Up Fraction at the time of such distribution, except that if Tremblay's Membership Interest has been redeemed pursuant to Section 5.5(a), Section 5.5(b) or Section 5.5(d) hereof, in determining the Applicable Gross-Up Percentage, Tremblay's then Non-Stabilized Percentage shall be substituted for Tremblay's Sharing Percentage; and

(5) there shall be added to the Preferred Capital, on the last day of each quarter of each year and on any other date on which (x) any adjustment to the Preferred Capital is made under any of the foregoing clauses (1) through (4), or (y) the determination of the Preferred Capital is relevant, a preferred return determined in the same manner as interest at the Preferred Return Rate from the date of the most-recent prior adjustment to the Preferred Capital under this clause (5).

In no event shall T-Asia's Preferred Capital be reduced below zero.

"Preferred Return Rate" means a rate equal to TRG's blended cost of funds from time to time, compounded quarterly, but in no event less than five percent (5%) nor greater than ten percent (10%) per annum.

"Profit" and **"Loss"** each has the meaning specified in Section 3.2(c)(ii) hereof.

"Redeemed Interest" has the meaning specified in Section 5.8(a) hereof.

"Redemption Contribution" has the meaning specified in the definition of "Preferred Capital".

"Redemption Percentage" has the meaning specified in Section 5.8(a) hereof.

"Redemption Price" means the Value-Based Redemption Price or the Full Value Redemption Price, as applicable.

"Regulations" has the meaning specified in Section 3.2(c)(iii) hereof.

"Related Entity" means any person, firm, corporation, enterprise, or partnership, other than the Company, in which Tremblay holds any interest or in respect of which Tremblay serves as an officer, director, shareholder, investor, or employee or serves as an advisor or consultant, or in relation to which Tremblay is otherwise affiliated.

"Remaining Percentage Interest" means the difference between ten percent (10%) and the Redemption Percentage.

"Representative" means, with respect to a Disabled Member, (A) the personal representative(s), executor(s), or administrator(s) of the estate of a deceased Member, and (B) the committee or other legal representative(s) of the estate of an insane, incompetent, or bankrupt Member.

"Second Amended and Restated Agreement" has the meaning specified in Recital C to this Agreement.

"Sharing Percentage" means, with respect to Tremblay, (i) ten percent (10%) until such time as the aggregate distributions to Tremblay (including, if applicable, the distribution of the Partial Redemption Price pursuant to Section 5.8 hereof and distributions in or upon liquidation of the Company) exceed Thirty Million US Dollars (US \$30,000,000) and (ii) five percent (5%) thereafter, and means, with respect to T-Asia, one hundred percent (100%) less the Sharing Percentage of Tremblay; provided, however, if Tremblay exercises his right to cause the Company to redeem the Redeemed Interest pursuant to Section 5.8 hereof, then after the closing of such redemption, "Sharing Percentage" shall mean with respect to Tremblay, (i) the Remaining Percentage Interest until the aggregate distributions to Tremblay (including, if applicable, the distribution of the Partial Redemption Price pursuant to Section 5.8 hereof and distributions

in or upon liquidation of the Company) exceed Thirty Million US Dollars (US \$30,000,000) and (ii) thereafter, fifty percent (50%) of the Remaining Percentage Interest.

“Stabilized” means that at least seventy-five percent (75%) of the gross leasable area of a Commercial Project has been open for business to the public for a period of at least three (3) years.

“Successor” has the meaning specified in Section 5.4 hereof.

“Successor-in-Interest” means, with respect to a Disabled Member, the legal representative(s) or successor(s) of a corporation, partnership or other business organization, or trust or other entity which is dissolved (without timely reconstitution or continuation) or terminated or whose legal existence has ceased.

“T-Asia” has the meaning specified in the Preamble to this Agreement.

“TAM” has the meaning specified in Section 7.2(iv) hereof.

“Taubman Asia” has the meaning specified in Section 7.2(i) hereof.

“Taubman Company Asia” has the meaning specified in Section 7.2(iii) hereof.

“Tax Matters Partner” has the meaning specified in Section 4.5 hereof.

“Termination Event” means each of (i) the termination of Tremblay’s employment with TAM by Tremblay for Good Reason, (ii) the termination of Tremblay’s employment with TAM by TAM without Good Cause, (iii) the termination of Tremblay’s employment with TAM as a result of a Disability, and (iv) the termination of Tremblay’s employment with TAM as a result of Tremblay’s death.

“Territory” means, for so long as Tremblay is a Member of the Company, the People’s Republic of China, the Hong Kong Special Administrative Region, the Macau Special Administrative Region, the Republic of China, the Republic of Korea, Japan, Singapore, Malaysia, Indonesia, Thailand, Cambodia, Vietnam, Australia and India, and once Tremblay is no longer a Member of the Company only those of the foregoing jurisdictions in which the Company is actively conducting a Line of Business or actively evaluating or pursuing a potential Line of Business at such time as Tremblay ceases to be a Member of the Company.

“Third Amended and Restated Agreement” has the meaning specified in Recital D to this Agreement.

“Tremblay” has the meaning specified in the Preamble to this Agreement.

“TRG” has the meaning specified in Recital A to this Agreement.

“Value-Based Redemption Price” has the meaning specified in Section 5.5(a) hereof.

EXHIBIT A

Year One:

Assume that, on the first day of a year, T-Asia contributes \$20 million, and Tremblay contributes \$20,000, to the capital of the Company. Tremblay's Sharing Percentage at the time is 10% and T-Asia's is 90%. The Preferred Capital of T-Asia is therefore \$20 million minus $(\$20,000 \times .9/.1)$, or \$19,820,000.

During the year, the Company realizes no net income or loss. The Company borrows, however, \$5 million and distributes the proceeds on the last day of the year. Because such distribution will reduce the aggregate amount of the Members' Capital Accounts below the aggregate amount of their capital contributions, such distribution is a return of capital. As such, the distribution is to be made 90% (or \$4,500,000) to T-Asia and 10% (or \$500,000) to Tremblay; however, of Tremblay's \$500,000, only 15%, or \$75,000 is to be distributed, while the balance, or \$425,000, is to be retained by the Company (assuming that Tremblay does not elect to have the Company retain a larger share). Accordingly, \$75,000 is distributed to Tremblay, and \$4,500,000 is distributed to T-Asia.

T-Asia's Preferred Capital is reduced to \$17,580,600, which is \$19,820,000 minus \$4,500,000 plus $(\$75,000 \times .9/.1)$ plus $(\$19,820,000 \times .08)$, assuming that TRG's blended cost of capital for the year is 8%.

Year Two:

In the following year, the Company earns net income of \$3 million. On the last day of the year, the Company distributes \$4 million. The Members' Capital Accounts immediately before the distribution, taking into account the \$3 million of net income, aggregate \$18,445,000 (*i.e.* , \$20,020,000 of original capital, minus a \$4,575,000 distribution, plus \$3 million of income). The Members' contributions exceed prior returns of capital by \$15,445,000. Therefore, of the \$4 million distribution, an amount equal to the excess of \$18,445,000 over \$15,445,000, or \$3,000,000, is considered a distribution of profit and the balance is considered a return of capital.

The \$3 million distribution of profit is to be made \$300,000 (which is 10%) to Tremblay and \$2.7 million (which is 90%) to T-Asia, but 85% (assuming Tremblay does not specify a higher percentage) of the distribution to Tremblay, or \$255,000, is to be withheld and treated as having been contributed by Tremblay to the Company's capital. Of the \$1 million distribution representing a return of capital, 90% (or \$900,000) is made to T-Asia and 10% (or \$100,000) is to be made Tremblay; however, of Tremblay's \$100,000, only 15%, or \$15,000 is to be distributed, while the balance, or \$85,000, is to be retained by the Company (assuming that Tremblay does not elect to have the Company retain a larger share).

T-Asia's Preferred Capital is reduced to \$15,927,048, which is \$17,580,600 minus \$900,000 minus $(\$255,000 \times .9/.1)$ plus $(\$15,000 \times .9/.1)$ plus $(\$17,580,600 \times .08)$, assuming that TRG's blended cost of capital for the year is 8%.

Third Year :

On the last day of the succeeding year, the Company's assets are sold at a \$4 million profit, yielding proceeds for distribution of \$18,785,000. This amount is distributed first to T-Asia to the extent of T-Asia's Preferred Capital which, by the end of such year, would have grown to \$15,927,048 x 1.08, or \$17,201,212. The balance of \$1,583,788 is distributed 90% to T-Asia and 10% to Tremblay. Tremblay therefore receives \$158,379.

Following is a reconciliation:

| Profits: | <u>Year 1</u> | <u>Year 2</u> | <u>Year 3</u> | <u>Total</u> |
|--|---------------|---------------|---------------|------------------|
| | \$0 | 3,000,000 | 4,000,000 | 7,000,000 |
| Preferred Returns | 1,585,600 | 1,406,448 | 1,274,164 | <u>4,266,212</u> |
| Profits >Preferred Returns on Capital | | | \$2,733,788 | |
| Tremblay's Share | | | | |
| <u>.10</u> | | | | |
| Distributions of Profit to Tremblay | | | \$273,379 | |
| Return of Tremblay's Original Contribution | | | <u>20,000</u> | |
| Total Distributions to Tremblay | | \$293,379 | | |
| Distributions to Tremblay by Year | 75,000 | 60,000 | 158,379 | 293,379 |

If, in the third year, profit had been \$304 million, then distributions in such year would have amounted to \$318,785,000. In such case, the first \$17,201,212 would have been distributed to T-Asia as Preferred Capital; the balance of \$301,583,788 would have distributed 90% to T-Asia and 10% to Tremblay until total distributions to Tremblay amounted to \$30 million, and then 95% to T-Asia and 5% to Tremblay. Tremblay would therefore have received \$30,011,689 in the third year.

AMENDED AND RESTATED EMPLOYMENT AGREEMENT

THIS AMENDED AND RESTATED EMPLOYMENT AGREEMENT (this “**Agreement**”) is entered into as of the 30th day of April, 2014, by and between **TAUBMAN ASIA MANAGEMENT LIMITED**, an exempted Company incorporated in the Cayman Islands with limited liability (“**Employer**”), and **RENÉ TREMBLAY** (“**Executive**”).

SECTION 1. SERVICES; TERM

1.1 **Engagement**. Employer has employed and, subject to the provisions of this Agreement, shall continue to employ Executive, and Executive shall serve Employer as President. In such capacity, Executive shall be responsible for the day-to-day operations of Employer and its subsidiaries and affiliates in Asia, and shall seek out and, at the direction and subject to the approval of Employer’s Board of Directors (the “**Board**”) and Chief Executive Officer (the “**CEO**”), negotiate transactions, and shall perform such other services for and on behalf of Employer as directed from time to time by the CEO or the Board reasonably consistent with Executive’s title, position, authority, duties, and responsibilities, all in accordance with the business purposes of Employer. Executive shall have such corporate power and authority as shall reasonably be required to enable the discharge of his duties in office.

1.2 **Duty to Employer**. For so long as Executive shall be employed hereunder, Executive shall devote all of his business time, energy and ability to the business, affairs and interests of Employer and its subsidiaries and to matters related thereto, shall faithfully and diligently promote Employer’s interests and shall perform the services contemplated by this Agreement. Notwithstanding the foregoing, Employer acknowledges that during calendar year 2017, Executive will not be required to work more than six (6) months, with the exact schedule and location to be agreed upon by Employer and Executive based on the needs of the business, and the foregoing provision of this Section 1.2 will apply to Executive only during such six (6) months of work. Executive agrees to observe and comply with the written lawful rules and regulations of Employer respecting the performance of Executive’s duties and agrees to carry out and perform all such reasonable orders, directions and policies of Employer, its Board and its CEO as they may be, from time to time, stated either orally or in writing.

1.3 **Board Seat**. Employer’s sole shareholder, The Taubman Company Asia Limited, will appoint Executive to serve on the Board as a director and agrees to continue such appointment for the Term. Executive will accept such appointment and agrees to continue to serve on the Board as a director for the Term (as defined in Section 1.5 hereof) without additional remuneration.

1.4 **Affiliates**. Executive agrees to serve, without additional remuneration, on the board of directors or in such executive capacity for one or more Asian affiliates of Employer, including, without limitation, direct or indirect subsidiaries of Employer, as the Board or the CEO may from time to time request. In such capacity, Executive agrees to faithfully and diligently promote the business, affairs and interests of Employer and such affiliates. Employer shall, at its own cost, provide Directors & Officers Liability insurance coverage for Executive with respect to all directorships and positions held by him pursuant to this Agreement.

1.5 **Term**. Unless earlier terminated in accordance with Section 4 hereof, Employer shall employ Executive, and Executive shall serve Employer, in accordance with the provisions of this Agreement for the term (the “**Term**”) commencing on the date of this Agreement and continuing through December 31, 2017. Notwithstanding the foregoing, Employer reserves the right to terminate this Agreement at any time for “good cause” or without “good cause” in accordance with Section 4 hereof.

SECTION 2. COMPENSATION

2.1 **Salary**. Commencing as of January 1, 2014 through December 31, 2016, Executive will be paid a salary (the “**Base Salary**”), 40% in Hong Kong Dollars and 60% in U.S. Dollars, equal to US\$1,000,000.000 per

annum, in equal installments at the end of each month, during his employment hereunder. Employer and Executive both acknowledge that commencing on January 1, 2017, Executive will be subject to a reduced work schedule and a reduction of the amount of time Executive will be required to be present in Asia as a result of the anticipated transition of leadership responsibilities in Asia. Accordingly, commencing on January 1, 2017, Executive will be paid a salary (the “**2017 Salary**”) equal to 75% of his 2016 Base Salary. Employer and Executive agree to review the Base Salary annually to determine whether any increase is appropriate, and if the salary is adjusted, then for purposes of this Agreement, such salary as adjusted shall become the Base Salary from and after the effective date of the adjustment; however, Employer will make the final decision in its sole discretion.

2.2 Bonuses. Executive will be eligible to receive an annual bonus, which will be paid in U.S. Dollars, for each full calendar year he works for Employer in such amount as Employer may determine based on Executive’s achievement of performance goals established by Employer, in good faith consultation with Executive, in February of each year. Executive’s “target bonus” (“**Target Bonus**”) will be 40% of his Base Salary for calendar years 2014, 2015, and 2016, and 40% of his 2017 Salary for calendar year 2017. The Target Bonus will be prepaid in monthly installments over the course of the calendar year. The actual target bonus payout is based on individual and Company performance and is not guaranteed. In the event that Employer determines at the end of any calendar year that the amount paid to Executive as his Target Bonus exceeded that amount that should have been paid to Executive for such year based on Executive’s achievement of the performance goals established by Employer or the bonus pool established for Company performance, any excess paid to Executive shall be withheld from the succeeding year’s bonus or shall be repaid by Executive to Employer in the event of the termination of Executive’s employment or the expiration of the Term. Executive’s entitlement to a bonus upon or following termination is governed by Section 4 hereof. Any additional bonus payment in excess of the Target Bonus will be paid at the same time Employer pays its cash bonuses generally.

2.3 Benefits.

(a) For the duration of Executive’s employment hereunder, Employer will provide Executive with the following benefits:

- | | |
|----------------------|---|
| Housing: | Employer will continue to pay rent under Employer’s lease (the “ Lease ”) of Executive’s apartment in Hong Kong through December 31, 2016. Employer and Executive will negotiate in good faith a mutually acceptable housing arrangement in Hong Kong for calendar year 2017. Employer will continue to assume any increases in rent, management fees and/or government rates under the Lease. Executive will continue to be solely responsible for all other obligations under the Lease and costs associated with the apartment, including utility costs and any maintenance and repair costs not included in the monthly rental cost. |
| Personal Expenses: | Employer will pay to Executive an amount equal to US\$190,000 per annum, commencing as of January 1, 2014 and ending on December 31, 2016, for the purpose of funding personal travel and other personal expenses. Such amount shall be paid to Executive in equal monthly installments at the end of each month. |
| Club Membership: | Employer will continue to own the required debentures and take such other steps to provide Executive with the use of a corporate membership in the American Club. Monthly dues and other expenses shall be the responsibility of Executive, subject to reimbursement of any reasonable business expenses in accordance Section 3 below. |
| Relocation Expenses: | Upon the termination of Executive’s employment or the expiration of the Term, Employer will select a moving company to assist Executive with the |
-

movement of household goods and will work with Executive to coordinate the details. Employer will pay the actual reasonable amount of the following moving services:

- Packing, loading, transportation, unloading, and partial unpacking;
- Full replacement value insurance coverage up to US\$200,000 during transit and storage;
- Delivery of household goods from storage to new residence, if applicable; and
- Debris pick-up.

| | |
|-----------------------|--|
| Automobile: | Employer will continue to provide Executive with a mutually agreeable vehicle for his exclusive use. Employer will be responsible for the cost of insuring the vehicle. Executive shall be responsible for all fuel, maintenance, and other costs. |
| Life Insurance: | Employer will provide Executive with life insurance benefits equal to US\$1,400,000. |
| Long-Term Disability: | Employer will provide Executive with long-term disability benefits equal to US\$11,150 per month through its group insurance plan. |
| Supplemental Medical: | Employer will provide Executive and his eligible dependents with premium level supplemental medical benefits. |

(b) To the extent that Executive meets eligibility requirements applicable to employees generally in any benefit plan of Employer, Executive shall be entitled to participate in such plan.

(c) Except as provided otherwise in this Agreement, Executive shall not participate in or be eligible to participate in any bonus, pension, profit, long-term incentive pay, severance or incentive compensation plan of Employer or any of its affiliates. In no event shall Executive be entitled to benefits under both an Employer (or affiliate) plan and a comparable plan of any other entity, and in no event shall Executive be entitled to duplicative benefits under any plans of Employer and/or its affiliates or such other entities. Except insofar as benefits are explicitly granted in the other provisions of this Agreement, Employer reserves the right to modify, suspend or discontinue any and all benefit plans, practices, policies and programs at any time (whether before or after termination of employment) without notice to or recourse by Executive.

(d) On March 5, 2014, Executive was awarded a one-time share-based award under The Taubman Company LLC 2008 Omnibus Long-Term Incentive Plan. Such award had a grant value of US\$600,000 and shall vest ratably on each March 1st of the succeeding three years. Such award has been set forth in a separate award agreement containing additional terms, which supplement the provisions of this Section 2.3 (d).

2.4 Vacation.

(a) Executive shall be entitled to up to ten (10) weeks of paid vacation in each of calendar year 2014 and 2015 and twelve (12) weeks of paid vacation for calendar year 2016. For calendar year 2017, Executive will not be entitled to any vacation given that Executive's 2017 Salary will be 75% of his 2016 Base Salary but Executive will only be working for up to six (6) months. Unused vacation days shall accrue, and upon termination of employment for any reason, Executive will receive a lump sum payment for accrued but unused vacation days.

(b) In addition to such vacation time as is provided in paragraph (a) above, in each calendar year, Executive shall be entitled to such statutory holidays as are required by local law where Executive's office is located as well as sick days in accordance with Employer's written lawful policies.

2.5 Taxation. Executive shall be solely responsible to pay all taxes and any other imposts as may be levied or assessed by any competent authority on any sums paid and/or other benefits provided to Executive by Employer. All compensation payable hereunder, shall be subject to applicable taxes, withholding and other required, normal or elected employee deductions.

SECTION 3. BUSINESS EXPENSES

During the term of this Agreement, to the extent that such expenditures constitute ordinary and necessary business expenses, Employer shall reimburse Executive promptly, for reasonable business expenditures, including travel, entertainment and business meetings, substantiated in accordance with written lawful policies, practices and procedures established from time to time by Employer and incurred in pursuit and furtherance of Employer's business and good will.

SECTION 4. TERMINATION

Executive shall continue to be employed by Employer hereunder until the expiration of the Term or such earlier date as his employment is terminated pursuant to this Section 4.

4.1 Termination by Employer.

(a) *Disability*. In the event that Executive shall fail, because of illness, incapacity or injury which is determined to be total and permanent by a physician selected by Employer or its insurers to render for an aggregate of one hundred and twenty (120) days in any rolling twelve (12) month period the services contemplated by this Agreement, Executive's employment hereunder may be terminated by written notice of termination from Employer to Executive.

(b) *Death*. In the event of Executive's death, Executive's employment hereunder shall be deemed automatically terminated.

(c) *For Good Cause*. Employer may terminate Executive's employment hereunder at any time for "good cause" by written notice of termination to Executive if

- (1) Executive has been convicted of or pleads nolo contendere to (or the procedural equivalent of either in a foreign jurisdiction) a felony or other crime that reasonably could be expected to result in harm to Employer or its reputation;
 - (2) Executive has materially breached any fiduciary duty to Employer;
 - (3) Executive has engaged in habitual drug or alcohol abuse which materially impairs his ability to perform his duties;
 - (4) Executive has violated any law, rule or regulation that has or reasonably could be expected to have a material adverse impact on Employer;
 - (5) Executive is legally incompetent to manage his business affairs;
 - (6) Executive has filed, or consented to, any petition or other proceeding in bankruptcy with respect to himself;
-

(7) any third party has filed a petition or instituted any other proceeding, which is not contested, seeking to find Executive bankrupt or insolvent; or

(8) Executive has materially breached any provision of this Agreement or materially violated any lawful written policy of Employer and has failed to cure such breach, if curable, within ten (10) business days after receiving written notice thereof. If Executive materially breaches any such provision and is given such ten (10) business day notice, Executive shall not be entitled to any notice or cure prior to termination for any subsequent similar breaches.

(d) *Without Good cause* . Employer shall have the right to terminate Executive's employment with Employer at any time upon written notice of termination from Employer to Executive.

4.2 Termination by Executive.

(a) *For Good Reason* . Executive may terminate his employment hereunder at any time for "good reason" by written notice of termination to Employer in the event that (i) Employer has materially breached any of the provisions of this Agreement, including without limitation, any failure to pay Executive compensation due hereunder or any reduction in Executive's salary or Target Bonus, as the case may be, below the amounts provided in Sections 2.1 and 2.2, which breach is not cured within thirty (30) days after Executive notifies Employer thereof in writing; (ii) Employer significantly changes the duties and responsibilities of Executive inconsistent in any material and adverse respect with Executive's title and position (including status and officer positions), authority, duties or responsibilities; (iii) Employer relocates Executive's principal place of employment or principal office to a location outside of Hong Kong; (iv) Employer assigns this Agreement or its obligations hereunder to, or there is a change in control of Employer that results in Employer being directly or indirectly owned or controlled by Westfield Group or Simon Property Group LP or a direct or indirect subsidiary or affiliate of either of them; (v) Taubman Asia Management II LLC (" **T-Asia** ") assigns its membership interest in Taubman Properties Asia LLC (the "**Company**") to Westfield Group or Simon Property Group LP or a direct or indirect subsidiary or affiliate of either of them ; or (vi) T-Asia or the Company materially breach the Fourth Amended and Restated Limited Liability Company Agreement of Taubman Properties Asia LLC (the "**LLC Agreement**"), which breach is not cured within thirty (30) days after Executive notifies such breaching entity thereof in writing.

(b) *Without Good Cause* . Executive may, at any time, terminate his employment hereunder upon giving Employer at least ninety (90) days' prior written notice.

4.3 Effects of Termination.

(a) *Payments* . In the event that, prior to the end of the Term, Executive's employment is terminated by Employer for other than "good cause," death or disability, or is terminated by Executive for "good reason,"

(1) Executive's salary shall continue to be paid to him until the earlier of (i) the end of the Term or (ii) the date that is two (2) years after such termination;

(2) Executive will receive his Target Bonus under Section 2.2 hereof for the period ending on the earlier of (i) the end of the Term or (ii) the date that is two years after such termination, prorated for any partial year that may fall within the aforementioned period;

(3) The housing costs and personal expenses provided for under Section 2.3 hereof shall continue to be paid and/or reimbursed to Executive for a period of three (3) calendar months following such termination; and

(4) Employer will reimburse Executive for the cost of continuing his health insurance coverage under Employer's benefit plans for the maximum continuation period allowed under such plans, but not longer than three (3) months;

provided, however, that (i) subject always to Executive's obligations under Section 6.1, Executive shall in good faith endeavor to find other comparable employment, and (ii) any salary or bonus continuation due to him under this paragraph will be subject to reduction on a dollar-for-dollar basis according to any cash compensation earned by him as a result of such other employment.

In addition, and without limiting the other rights of Executive or the other obligations and covenants of Employer hereunder, in the event that, at any time, Executive's employment is terminated for any reason or cause and under any circumstances,

- (1) unreimbursed business expenses incurred by Executive in accordance with Employer's lawful written policies prior to such termination shall be reimbursed to him; and
- (2) if, within three (3) months following such termination, Executive notifies Employer in writing of his desire to move to a location outside of Hong Kong, Employer shall reimburse Executive for his and his family's relocation expenses to such new location, as provided for under Section 2.3(a) hereof.

(b) *Resignation from Other Positions* . At such time as Executive's employment hereunder ceases, Executive shall, at Employer's request, resign immediately from any and all directorships or other positions which Executive may hold with respect to Employer or any subsidiary thereof.

(c) *Resignation and Release of Claims* . Promptly following expiration or termination of Executive's employment hereunder, and as a precondition to Executive being entitled to receive any separation pay or benefits, Executive shall execute and deliver to Employer a Resignation and Release of Claims in substantially the form attached hereto as Exhibit A (subject to modification by Employer as may be necessary to ensure that all waivable claims are properly covered).

4.4 Remedies on Termination .

(a) *No Limitation* . Employer's exercise of its right to terminate shall be without prejudice to any other right or remedy to which it or any of its affiliates may be entitled at law or in equity or under this Agreement.

(b) *Exclusive Remedy* . Upon expiration or termination of Executive's employment hereunder, Executive agrees that payment of the amounts required by Section 4.3(a) and any and all rights, benefits, entitlements, and indemnities under the LLC Agreement or any D&O Liability Insurance shall constitute the sole and exclusive obligation of Employer in respect of Executive's employment with and relationship to Employer and that Executive shall not be entitled to any other remedy for termination of his employment hereunder except for such payment, all in accordance with the terms hereof and subject to any limitations hereunder. Executive covenants not to assert or pursue any other remedies, at law or in equity, with respect to any termination of Executive's employment hereunder.

SECTION 5. REPRESENTATIONS AND WARRANTIES

5.1 Representations and Warranties of Each Party . Each party hereto represents to the other as follows:

(a) Such party has the authorization power and right to execute, deliver and fully perform its obligations hereunder in accordance with the terms hereof,

(b) This Agreement does not require any authorization, consent, approval, exemption or other action by any other party and does not conflict with or result in the breach of the terms, conditions or provisions of, constitute a default under, or result in a violation of any agreement, instrument, order, judgment or decree to which such party is subject.

5.2 Additional Representations and Warranties of Executive . In addition to the representations and warranties given above, Executive represents, warrants and covenants to Employer as follows:

(a) Executive has no other outstanding commitments inconsistent with any of the terms of this Agreement or the services to be rendered hereunder. There are no circumstances which will interfere with, or prevent, Executive using his best efforts in the course of his employment with Employer.

(b) Executive will not bring to Employer for use in the performance of Executive's duties hereunder any confidential or proprietary information or property of any other person without the express written consent of such other person.

(c) There are no prior, pending or existing customer complaints, or regulatory, self-regulatory, administrative, civil or criminal matters, or any other impediments that would affect Executive's employment, licensing or registration. Should Executive become a subject of any such complaints, actions or matters, Executive agrees to immediately report such fact, in writing, to Employer.

(d) Executive has no other agreements or understandings, written or oral, with Employer regarding compensation, non-competition or non-solicitation.

5.3 Obligations to Former Employer . The representations, warranties and covenants of Executive pursuant to Section 5 are subject to any obligations and duties that Executive may have by operation of law towards his former employer with respect to duties of loyalty and confidentiality pursuant to the provisions of the Civil Code of Quebec. To his current knowledge, no such obligation or duty prohibits Executive from working for Employer or from performing the services that the parties intend Executive to perform for Employer. Executive agrees to advise Employer if he learns of or comes to believe that any such obligation or duty prohibits him from continuing to work for Employer or from continuing to perform some or all of his job duties.

SECTION 6. COVENANTS OF EXECUTIVE

6.1 Non-Competition .

(a) Executive acknowledges that, in the course of his employment with Employer pursuant to this Agreement, he will become familiar with trade secrets and other confidential information concerning Employer and its affiliates and that his services have been and will be of special, unique and extraordinary value to Employer. Executive agrees that for the Term (and, if Executive's employment hereunder is terminated or expires, for a period of one (1) year thereafter), he shall not in any manner, directly or indirectly, through any Executive Related Entity or otherwise, engage or be engaged, or assist any other person, firm, corporation, enterprise or business in engaging or being engaged, in the Line of Business in the Territory unless previously approved in writing by Employer. Notwithstanding the foregoing, the following will not be deemed to violate this paragraph:

(1) Ownership by Executive of less than five percent (5%) in aggregate of the outstanding shares of capital stock of any corporation with one or more classes of its capital stock listed on a securities exchange or publicly traded in the over-the-counter market.

(2) Service by Executive in any capacity with any civic, educational or charitable organization, provided that such activities and services do not interfere or conflict with the performance of his duties hereunder or create any conflict of interest with such duties.

6.2 Compliance with Policies . Executive agrees to comply with all written lawful policies of Employer in effect from time to time.

6.3 Non-Solicitation of Employees . Executive agrees that during the Term and for a period of one (1) year thereafter, Executive will not, directly or indirectly, disrupt, damage, impair, or interfere with the business of

Employer or any affiliate thereof by hiring, or allowing any Executive Related Entity to hire, any employee of Employer or any affiliate thereof or by soliciting, influencing, encouraging or recruiting any employee of Employer or any affiliate thereof to work for Executive or an Executive Related Entity.

6.4 Confidentiality; Proprietary Information. Executive agrees that during the course of his employment with Employer, he will have access to and learn trade secrets and other non-public, confidential, and/or proprietary information concerning the business (including but not limited to its employees, services, practices or policies) of Employer and its affiliates (collectively, “**Confidential Information**”). Executive promises never to make use of, disclose, or divulge any Confidential Information, directly or indirectly, except to the extent such use or disclosure is (i) necessary to the performance of this Agreement and in furtherance of Employer’s best interests, (ii) lawfully and publicly obtainable from other sources through no fault or breach of Executive, or (iii) authorized in writing by Employer. All records, files, documents, drawings, specifications, software, computerized data and information on any medium, equipment, and similar items or materials containing Confidential Information or otherwise relating to the business of Employer or its affiliates, including without limitation all records relating to customers (collectively, “**Employer Materials**”), whether prepared by Executive or otherwise coming into Executive’s possession, shall remain the exclusive property of Employer or such affiliates. Upon termination of employment, Executive agrees to promptly deliver to Employer all Employer Materials in the possession or under the control of Executive. The provisions of this Section 6.4 shall survive the expiration, suspension or termination of this Agreement for any reason. Executive promises that if he ever becomes legally compelled (for example, by court order or subpoena) to disclose any Confidential Information or Employer Materials, he will notify Employer as soon as possible after learning of the requested disclosure and, prior to disclosing any such information or materials, cooperate fully with Employer in its pursuit of a protective order or other lawful efforts to resist disclosure. Notwithstanding the foregoing, Confidential Information shall not include (a) the identity and contact information of Executive’s contacts, including those existing prior to commencement of his employment with Employer or developed during his employment, or (b) information already known by Executive prior to his employment with Employer other than through disclosure to him during the negotiation of this Agreement and the LLC Agreement.

6.5 Severability of Provisions. Executive agrees that each of the restrictions set out in Sections 6.1, 6.2, 6.3, and 6.4 above represents a separate and independent restriction, and that such restrictions are reasonable in the context of Executive’s position with Employer. If for any reason whatsoever, any one or more of such restrictions contained in such Sections shall, individually or taken together, be adjudged to go beyond what is reasonable for the protection of the legitimate interest of Employer and its affiliates, such restriction or restrictions shall be severed from this Agreement without affecting the remainder of the provisions in this Agreement, which shall remain in full force and effect.

6.6 Injunctive Relief. Executive agrees that the covenants and restrictions set out in Sections 6.1, 6.2, 6.3, 6.4 and 6.5 above are fair, reasonable and necessary and are reasonably required for the protection of Employer and its affiliates, having regard to Executive’s seniority and position with Employer. Executive also acknowledges that any breach by him of any provision of Sections 6.1, 6.2, 6.3, 6.4 and 6.5 above is likely to cause irreparable harm to Employer and its interests. Executive accepts that monetary damages are unlikely to adequately compensate Employer in such event, and hence, in the event of any actual or threatened breach of any provision of Sections 6.1, 6.2, 6.3, 6.4 and 6.5 above, Executive agrees that Employer shall be entitled to injunctive or other equitable relief from any court of competent jurisdiction to enjoin such breach (without being required to post any bond or other security therefor), and Executive expressly submits to the jurisdiction of any such court for this purpose. Executive also consents to the issuance by such court of a temporary restraining order to maintain the status quo pending the outcome of any substantive proceedings.

6.7 Definitions. For purposes of this Section 6, the following capitalized terms shall have the meanings provided below:

(1) “**Executive Related Entity**” means any person, firm, corporation, enterprise, or partnership, other than Taubman Properties Asia LLC, in which Executive holds any interest or in respect of which Executive

serves as an officer, director, shareholder, investor or employee or serves as an advisor or consultant, or in relation to which Executive is otherwise affiliated.

(2) “ **Line of Business** ” means investment in commercial real estate properties and/or the development, operation or management of such properties.

(3) “ **Territory** ” means the People’s Republic of China, the Hong Kong Special Administrative Region, the Macau Special Administrative Region, the Republic of China, the Republic of Korea, and (provided Employer is active in such countries at the time of Executive’s termination) Japan, Singapore, and India.

SECTION 7. COMPLIANCE

Executive agrees to abide by all existing and future laws, all rules and regulations set forth by all competent regulatory agencies, exchanges, and self-regulatory bodies and Employer’s internal rules and regulations and written lawful policies and practices. Executive further agrees to submit to such supervision as may be necessary to ensure compliance therewith.

SECTION 8. MISCELLANEOUS

8.1 Succession; Survival. This Agreement shall inure to the benefit of and shall be binding upon Employer, its successors and assigns, but without the prior written consent of Executive, this Agreement may not be assigned other than to an affiliate of Employer or in connection with a merger or sale of all or substantially all of the assets of Employer or a similar transaction in which the successor or assignee assumes (whether by operation of law or express assumption) all obligations of Employer hereunder. Employer and The Taubman Realty Group Limited Partnership (“ **TRG** ”) shall remain liable (including pursuant to the Guaranty) notwithstanding any such assignment and assumption. The obligations and duties of Executive hereunder are personal and otherwise not assignable. Amounts payable to Executive hereunder shall not be subject to sale, transfer, pledge, assignment or alienation other than by will or the laws of descent and distribution.

8.2 Notices. Any notice or other communication to be delivered to any party hereto in connection with this Agreement shall be in writing and sent to the address for such party indicated below, or at such other address as such party may from time to time in writing designate to the other party:

If to Employer:

Taubman Asia Management Limited
c/o The Taubman Company LLC
200 East Long Lake Road
Bloomfield Hills, Michigan 48304
United States of America
Facsimile: +1-248-258-7601
Attention: President

With a copy to:

The Taubman Company LLC
200 East Long Lake Road
Bloomfield Hills, Michigan 48304
United States of America
Facsimile: +1-248-258-7586
Attention: General Counsel

If to Executive:

Mr. René Tremblay
129 Repulse Bay Road
Tower 2, Floor 20
Hong Kong
Facsimile: 852-2873-2218

With a copy to:

Péloquin Kattan s.e.n.c.
1, Westmount square, 20th Floor
Westmount (Québec)
Canada
H3Z 2P9
Facsimile: +1-514-937-2971
Attention: Claude Péloquin

Each such notice or other communication shall be effective (i) if given by telecommunication, when transmitted to the applicable number so specified in (or pursuant to) this Section 8.2 and an appropriate confirmation of transmission is received, or (ii) if given by any other means, when actually delivered to the intended address.

8.3 Entire Agreement; Amendments . This Agreement contains the entire agreement of the parties relating to the subject matter hereof, and supersedes any prior agreements, undertakings, commitments and practices relating to the subject matter thereof. The foregoing does not affect the LLC Agreement, which covers a different subject matter. No amendment or modification of the terms of this Agreement shall be valid unless made in writing and signed by Executive and, on behalf of Employer, by an individual expressly so authorized by the Board.

8.4 Waiver . No failure on the part of any party to exercise or delay in exercising any right hereunder shall be deemed a waiver thereof or of any other right, nor shall any single or partial exercise preclude any further or other exercise of such right or any other right.

8.5 Choice of Law . This Agreement, the legal relations between the parties and any action, whether contractual or non-contractual, instituted by any party with respect to matters arising under or growing out of or in connection with or in respect of this Agreement, the relationship of the parties or the subject matter hereof shall be governed by and construed in accordance with the laws of New York applicable to contracts made and performed in such jurisdiction and without regard to conflicts of law doctrines, to the extent permitted by law.

8.6 Choice of Venue . Subject to Section 6.6, any dispute, controversy, or claim arising out of or in respect of this Agreement (or its validity, interpretation, or enforcement, or alleging breach thereof) or Executive's employment with the Employer shall be submitted to, adjudicated by, and subject to the exclusive jurisdiction of the state or federal courts in the City of New York, County of New York, and both Employer and Executive hereby consent to such venues as the exclusive forums for resolution of the aforementioned disputes, submit to the personal jurisdiction of said courts to hear such disputes, and waive all objections to such courts hearing and adjudicating such disputes.

8.7 Place of Employment . The principal place of employment and the location of Executive's principal office shall be in Hong Kong; provided, however, that Executive will be expected to engage in frequent travel as Employer may reasonably request or as may be required for the proper rendition of services hereunder; and provided further that in calendar year 2017, Executive's principal place of employment may be in Hong Kong, the United States, or Canada, or some combination of the foregoing, based on the business needs of the Company. Employer agrees to engage in reasonable, good faith efforts, at Executive's request, to adjust Executive's travel schedule so as to minimize the likelihood of any adverse income tax impact to Executive as a result of such travel or of Executive's rendition of services outside of Hong Kong.

8.8 Severability. If this Agreement shall for any reason be or become unenforceable in any material respect by any party, this Agreement shall thereupon terminate and become unenforceable by the other party as well. Subject to Section 6.5, if any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect, and if any provision is held invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances, to the fullest extent permitted by law.

8.9 Section Headings. Section and other headings contained in this Agreement are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement.

8.10 Counterparts. This Agreement and any amendment hereto may be executed in one or more counterparts. All of such counterparts shall constitute one and the same agreement and shall become effective when a copy signed by each party has been delivered to the other party.

8.11 Representation By Counsel; Interpretation. Employer and Executive each acknowledge that each party to this Agreement has been represented by counsel in connection with this Agreement and the matters contemplated by this Agreement. Accordingly, any rule of law, or any legal decision that would require interpretation of any claimed ambiguities in this Agreement against the party that drafted it has no application and is expressly waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the intent of the parties.

8.12 Right of Offset. Employer shall have the right to set off, against any amount otherwise payable to Employee under this Agreement, any amount owed by Employee to Employer or to any affiliate of Employer, whether under this Agreement or otherwise.

8.13 Guaranty. TRG hereby unconditionally and irrevocably guarantees the obligations of the Employer under this Agreement, including the payment and performance obligations of Employer and not merely collection.

8.14 Cooperation. Notwithstanding the provisions of Section 2.3 and Section 4.3(a) hereof, the parties agree to work together in good faith to implement the provisions of such sections and any acts contemplated thereby in a manner that does not alter the economic arrangement among the parties, but that is tax efficient for the parties, taking into account the various jurisdictions that have taxing authority over the parties.

[Signatures on next page]

Exhibit A

RESIGNATION AND RELEASE OF CLAIMS

Reference is made to that certain Amended and Restated Employment Agreement, dated as of _____, 2014 (the “ **Employment Agreement** ”), between Taubman Asia Management Limited (“ **Employer** ”) and René Tremblay (“ **Executive** ”). Capitalized terms used and not otherwise defined herein shall have the meaning ascribed to such terms in the Employment Agreement. For good and valuable consideration, Executive agrees as follows:

1. Resignation. Executive hereby resigns from all directorships or other positions which Executive may hold with Employer or its subsidiaries and affiliates.

2. General Release. To the fullest extent permitted by law, Executive waives, releases, and discharges Employer, together with its current and former officers, directors, agents, employees, subsidiaries, affiliated entities, related entities, attorneys, any other representatives, and successors in interest (collectively referred to as “Released Parties”), separately, together, or in any combination, from any claims and any causes of action arising in the course of or out of Executive’s employment with Employer or the termination of Executive employment with Employer under any state and federal statutes and under the common law.

Executive and Employer intend that, to the fullest extent permitted by law, these waivers, releases, and discharges will be a general release, will extinguish any claims and any causes of action, will preclude any lawsuit or any other legal claim by Executive against any of the Released Parties about anything that occurred before the date of the signing of this Agreement, including any claim or any cause of action arising out of or relating to Executive’s employment with Employer or the termination of Executive’s employment with Employer. This Agreement will not be construed to prohibit the filing of a Charge of Discrimination with the Equal Employment Opportunity Commission (“**EEOC**”) or a state agency, but this Agreement includes a release of Executive’s right to file a lawsuit or to receive any monetary recovery and any other remedies if the EEOC or a state agency pursues any claims on Executive’s behalf. The only claims and causes of action that Executive is not waiving, releasing, and discharging are for the consideration that Executive will receive under Section 4.3(a) of the Employment Agreement, if any; any and all rights, benefits, entitlements, and indemnities under the LLC Agreement or under any D&O Liability Insurance; and any claims and causes of action that, as a matter of law, cannot be waived, released, and discharged.

3. Agreement Not to Sue. In return for Employer’s obligations under this Agreement, Executive gives up, to the fullest extent permitted by law, any right to file any lawsuit against Employer about anything arising in the course of or out of Executive’s employment or the termination of Executive’s employment with Employer under the law of any state or country, whether statutory or common law.

4. Accord and Satisfaction. The consideration set forth in this Resignation and Release of Claims is in full accord and satisfaction of any claims and any causes of action that Executive has, may have, or may have had against Employer arising in the course of or out of Executive’s employment with Employer or the termination of Executive’s employment with Employer.

5. After Discovered Facts. Executive acknowledges that Executive may discover facts different from or in addition to those that Executive now knows or believes to be true, and this waiver and release will remain effective in all respects, despite the discovery of any different or additional facts.

6. No Pending Claims. Executive has not filed any claims, charges, suits, or actions of any kind against any of the Released Parties that have not been fully resolved as of the date of the signing of this Resignation and Release of Claims.

7. Agreement as Complete Defense. If Executive asserts against any of the Released Parties any claim or any cause of action within the scope of paragraph 2 above, Released Parties may assert this Agreement as a complete defense to that claim or cause of action. Executive will reimburse Released Parties for any expenses and legal fees

that Released Parties incur in defending any such claim or cause of action, in addition to any other relief to which Released Parties may be entitled.

8. No Other Compensation. Executive is not entitled to any compensation, bonuses, commissions, benefits, or any other consideration from Employer, except as may be expressly provided in Section 4.3(a) of the Employment Agreement.

RENÉ TREMBLAY

Date: _____