



**ONTARIO SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

ENDORSEMENT

COURT FILE NOs.:

DATE: June 25, 2025

CV-25-00738613-00CL and CV-25-00744295-00CL

NO. ON LIST: 4

TITLE OF PROCEEDING:

In Re: Hudson's Bay Company *et al*

and

In Re: RioCan REIT

BEFORE: JUSTICE OSBORNE

PARTICIPANT INFORMATION

For Plaintiff, Applicant, Moving Party:

Name of Person Appearing	Name of Party	Contact Info
Ashley Taylor Brittney Ketwaroo Philip Yang Maria Konyukhova	Counsel to The Hudson's Bay Company	ataylor@stikeman.com bketwaroo@stikeman.com pyang@stikeman.com mkonyukhova@stikeman.com

For Defendant, Respondent, Responding Party:

Name of Person Appearing	Name of Party	Contact Info
David Bish	Counsel to Cadillac Fairview	dbish@torys.com
Evan Cobb	Counsel to Bank of America	evan.cobb@nortonrosefulbright.com
Linc Rogers	Counsel to Restore Capital LLC	linc.rogers@blakes.com

Caitlin McIntyre		caitlin.mcintyre@blakes.com
Chad Kopach	Counsel to EY in the Receivership of Woodbine Mall Holdings Inc.	ckopach@blaney.com
Annecy Pang Andrew Winton	Counsel to KingSett Capital Inc.	apang@lolg.ca awinton@lolg.ca
Sean Zweig Michael Shakra Thomas Gray	Counsel for the Court Appointed Monitor	ZweigS@bennettjones.com ShakraM@bennettjones.com GrayT@bennettjones.com
Matthew Cressatti	Counsel for the Trustees of the Congregation of Knox's Church, Toronto	mccressatti@millerthomson.com
Gavin Finlayson	Counsel for Ruby Liu Commercial Investment Corp.	gfinlayson@millerthomson.com
Joseph Pasquariello Andrew Harmes	Counsel to RioCan Real Estate Investment Trust	jpasquariello@goodmans.ca aharmes@goodmans.ca
D.J. Miller Andrew Nesbitt	Counsel to Oxford Properties Group, OMERS Realty Management Corporation, Yorkdale Shopping Centre Holdings Inc., Scarborough Town Centre Holdings Inc., Montez Hillcrest Inc., Hillcrest Holdings Inc., Kingsway Garden Holdings Inc. Oxford Properties Retail Holdings Inc., Oxford Properties Retail Holdings II Inc., OMERS Realty Corporation, Oxford Properties Retail Limited Partnership, CPPIB Upper Canada Mall Inc., CPP Investment Board Read Estate Holdings Inc.	djmiller@tgf.ca anesbitt@tgf.ca
David Rosenblat Marc Wasserman	Counsel for Pathlight	drosenblat@osler.com mwasserman@osler.com
Linda Galessiere	Counsel for Ivanhoe Cambridge II Inc./Jones Lang LaSalle Incorporated, Morguard Investments Limited, Salthill Property Management Inc.	lgalessiere@clegal.ca
Brendan Jones	Counsel for Bentall Green Oak, Primaris REIT, Quadreal Property Group	bjones@blaney.com
Monique Sassi	Counsel for the Proposed Liquidator	msassi@cassels.com
Robert Drake	Counsel to certain HBC Employees and Retirees	rdrake@kmlaw.ca

Lindsay Miller	Counsel for West Edmonton Mall Property	lmiller@fieldlaw.com
Emily Fan Angela Hou	Counsel for Telus Health Canada, as Administrator of the Hudson's Bay Company Pension Plan	efan@mintz.com ahou@mintz.com
Susan Ursel	Counsel to Proposed Employees Representatives	sursel@upfhlaw.ca

ENDORSEMENT OF JUSTICE OSBORNE:

The Motions

- [1] In the Hudson's Bay CCAA Proceedings, the Applicants (collectively, Hudson's Bay or the Company) seek the approval of the Court in respect of the assignment of three Hudson's Bay store leases.
- [2] Separately, the Applicants seek an order amending the vesting order previously granted in respect of the transfer of the trademarks and other intellectual property of Hudson's Bay to Canadian Tire, to permit Hudson's Bay to change its name given that transfer.
- [3] Concurrently, in the RioCan REIT Proceeding, the Receiver seeks a companion order for parallel relief - approval to change the legal and business names of the JV Entities given the transfer of certain intellectual property rights and names to Canadian Tire as noted above.
- [4] Accordingly, this Endorsement is made in both proceedings.
- [5] At the conclusion of the hearing of these motions, I granted the requested relief with reasons to follow. These are those reasons.
- [6] The CCAA Service List has been served with the Hudson's Bay motion materials. The RioCan REIT Proceeding Service List was served, although service was short. In the circumstances, I determined that it was appropriate to hear the motion in that proceeding notwithstanding the short service, since almost all of the principally affected parties are respondents to the Hudson's Bay CCAA Proceeding, and therefore present and on notice in any event. I also directed counsel for the RioCan Receiver that, if any party in that proceeding sought to be heard on the issue, I would make myself available on short notice and hear them.
- [7] The relief sought is unopposed. It is recommended by the Court-appointed Monitor and supported by the Company's lenders and Canadian Tire.

- [8] Hudson's Bay relies on the Affidavit of Michael Culhane sworn June 16, 2025, together with exhibits thereto, and the Fifth Report of the Monitor dated June 19, 2025. Defined terms in this endorsement have the meaning given to them in the motion materials and/or the Fifth Report, unless otherwise stated.

Lease Assignments

- [9] I previously approved the Lease Monetization Process and, as discussed in the Reports of the Monitor, it has largely been conducted. The Applicants, in consultation with the Monitor, Oberfeld, the FILO Agent and the Pathlight Agent, reviewed, considered and evaluated each bid received, following which they determined that the Central Walk Bid was the most favourable bid for the CW Leases and declared it to be the Successful Bid.
- [10] The Affiliate Lease Assignment Agreement contemplates the assignment by Hudson's Bay Company ULC to Ruby Liu Commercial Investment Corp. of the leases related to three Hudson's Bay stores:
- a. Tsawwassen Mills, British Columbia;
 - b. Mayfair Shopping Centre in Victoria, British Columbia; and
 - c. Woodgrove Centre in Nanaimo, British Columbia
- [11] The guarantor is Weihong Liu. The total consideration to be paid for the assignment of all three leases is \$6 million in the aggregate (\$2 million each). There are no cure costs. The only condition to closing is the granting of the order sought today. The proposed outside date for closing is July 30, 2025.
- [12] The parties advised the Court that Ruby Liu Commercial Investment Corp. or affiliated entities owned and/or controlled by Ms. Liu have in fact entered into a proposed assignment agreement in respect of 28 Hudson's Bay store leases. The three leases in respect of which assignment approval is sought today are three of those 28. These three are different from the other 25 because in the case of these three, the proposed assignee tenant and the existing landlord are the same as one another, or at least are affiliated and related parties, all owned or controlled, directly or indirectly, by Ms. Liu.
- [13] Discussions between and among the parties, including arm's-length landlords, with respect to the proposed assignment of the balance of the 25 leases are ongoing, with the result that assignment approval in respect of those leases will be sought at a later date.
- [14] Accordingly, and in respect of the three leases for which assignment approval is sought today, landlord consent is not an issue since it is the landlord or a party affiliated therewith that submitted the Successful Bid for the space in its own malls.

- [15] Jurisdiction to approve the sale of assets outside the ordinary course of business flows from section 36 of the CCAA. Section 36 three sets out the factors to be considered by the Court. They are neither exhaustive nor mandatory in every case. They overlap with the *Soundair Principles* set out by the Court of Appeal for Ontario in *Royal Bank v. Soundair Corp.*, (1991), 83 DLR (4th) 76 at para. 16.
- [16] I am satisfied that all of those factors and principles have been satisfied here. The process leading to the proposed disposition was reasonable in the circumstances. The Monitor approved the process and indeed conducted the Lease Monetization Process pursuant to an order of this Court, and has filed its Fifth Report advising of the opinion of the Monitor that the sale is more beneficial to creditors than a sale or disposition under a bankruptcy. The fulcrum creditors have been consulted. The effects of the proposed sale on the creditors and other interested parties has been considered. The consideration to be received (\$6 million in the aggregate) is reasonable and fair, taking into account the market value of these leases. The process had efficacy and integrity and has not been unfair.
- [17] For all of those reasons, the proposed lease assignments are approved.
- [18] By way of related relief, the Applicants seek a sealing order in respect of the Confidential Summary to the Fifth Report, which includes a summary of the bids received during the Lease Monetization process for these three leases (and no other materials or information).
- [19] The applicants seek a sealing order maintaining the confidentiality of that bid summary until the proposed assignment transactions are closed or further order of the Court.
- [20] Jurisdiction to grant that sealing relief flows from section 137(2) of the *Courts of Justice Act*. I am satisfied that the factors set out by the Supreme Court of Canada in *Sierra Club* and refined in *Sherman Estate* have been met here. The sealing order is granted.

The Canadian Tire Agreement and Proposed Corporation Name Changes

- [21] I previously granted the Canadian Tire Approval and Vesting Order approving the related asset purchase agreement. Pursuant to that agreement, the Applicants are required to execute, within 45 days following closing, the necessary documents to effect name changes to change the names of the Applicants, and not further use names that are similar to or could be confused with “Hudson’s Bay Company”, “Hudson’s Bay” or “HBC”.
- [22] However, that agreement did not specifically authorize the Applicants and related entities to officially amend their legal names. Certain Canadian jurisdictions, including Ontario, are subject to statutory provisions prohibiting corporations from changing their legal names while insolvent: see, for example, the Ontario *Business Corporations Act*, s. 171(3).
- [23] I am satisfied that the Canadian Tire approval and vesting order should be amended to authorize the Applicants to execute and file articles of amendment or such other documents

as may be required to change their respective legal names. It follows that the title of proceedings in this CCAA Application would be amended to reflect same.

- [24] There is no good reason not to approve this amendment. The Canadian Tire agreement itself was unopposed, and this Court was previously satisfied that it was in the best interests of stakeholders as it represented fair and reasonable consideration for the names and related intellectual property rights. The relief sought today flows from that.
- [25] Similarly, in my view it is appropriate (and necessary, if practical effect is to be given to the above) to authorize the relevant Applicants to change their corporate names, notwithstanding that they are insolvent, and notwithstanding the relevant statutory provisions prohibiting same. If necessary, I rely on the broad discretion given to this Court pursuant to section 11 of the CCAA.
- [26] In practical terms, I am satisfied that such an order is consistent with the broad objectives of the CCAA and is accretive to the maximization of value for stakeholders in this proceeding specifically.
- [27] I am also satisfied that such an order is appropriate, fair and equitable in the particular circumstances of this case, for two principal reasons.
- [28] First, the mischief towards which those statutory provisions are directed (i.e., the changing of a corporate name by an insolvent entity, such as might confuse or disguise that entity, or make it harder to locate for creditors and other stakeholders) is not a consideration here. All relevant stakeholders are on notice of the proposed change and indeed both this CCAA Proceeding generally, and the Canadian Tire agreement specifically, are notorious and have received significant media attention.
- [29] Second, those stakeholders, being on notice, do not oppose the relief sought. That universe of stakeholders includes creditors, employees represented here by Representative Counsel, contractual counterparties, including landlords and suppliers, joint venture partners such as RioCan, and indeed the regulator itself, the OBCA Director (in the case of Ontario) represented by the Attorney General.

RioCan REIT Motion Regarding JV Entity Name Changes

- [30] As noted above, the Receiver of the JV Entities, seeks the same relief in respect of name changes, for the same reasons.
- [31] Also for the same reasons, that relief is granted.

Result and Disposition

- [32] For all of these reasons, the proposed relief is granted.

[33] Orders to go in the form signed by me today, which have immediate effect without the necessity of issuing and entering.

Oliver J.