

ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)

THE HONOURABLE MR.

)

THURSDAY, THE 31<sup>ST</sup>

JUSTICE OSBORNE

)

DAY OF JULY, 2025

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT,  
R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF  
HUDSON'S BAY COMPANY ULC COMPAGNIE DE LA BAIE D'HUDSON SRI,  
HBC CANADA PARENT HOLDINGS INC., HBC CANADA PARENT HOLDINGS 2 INC.,  
HBC BAY HOLDINGS I INC., HBC BAY HOLDINGS II ULC, THE BAY HOLDINGS ULC,  
HBC CENTERPOINT GP INC., HBC HOLDINGS GP INC., SNOSPMIS LIMITED,  
2472596 ONTARIO INC., and 2472598 ONTARIO INC.

Applicants

APPROVAL AND VESTING ORDER  
(IC LEASE ASSIGNMENT)

**THIS MOTION**, made by Hudson's Bay Company ULC Compagnie De La Baie D'Hudson SRI ("**Hudson's Bay**"), HBC Canada Parent Holdings Inc., HBC Canada Parent Holdings 2 Inc., HBC Bay Holdings I Inc., HBC Bay Holdings II ULC, The Bay Holdings ULC, HBC Centerpoint GP Inc., HBC Holdings GP Inc., Snospmis Limited, 2472596 Ontario Inc., and 2472598 Ontario Inc. (collectively, the "**Applicants**") pursuant to the *Companies' Creditors Arrangement Act* for an order, among other things: (a) approving the Assignment and Assumption of Leases dated as of May 28, 2025, between Hudson's Bay, as assignor, Ivanhoe Realties Inc. ("**IC**"), as assignee, and Ivanhoe Cambridge II Inc., as landlord (the "**Landlord**") (as amended from time to time, the "**IC Lease Assignment Agreement**"); (b) approving the transactions contemplated by the IC Lease Assignment Agreement (the "**Transactions**"); and (c) vesting Hudson's Bay's right, title, and interest in and to the lease set out in Schedule "A" (the "**IC Lease**") and the other purchased assets and rights described in the IC Lease Assignment Agreement, in and to IC, free and clear of all claims and encumbrances, other than Permitted Encumbrances (as defined in the IC Lease Assignment Agreement), was heard this day at 330 University Avenue, Toronto, Ontario.

**ON READING** the Notice of Motion of the Applicants dated July 25, 2025, the Affidavit of Franco Perugini sworn July 25, 2025, and the Exhibits thereto, the Seventh Report of Alvarez & Marsal Canada Inc., in its capacity as the Court-appointed monitor of the Applicants (in such capacity, the "**Monitor**") dated July 29, 2025 (the "**Seventh Report**"), and on hearing the submissions of counsel for the Applicants, IC, the Monitor, and such other counsel as were present, no one else appearing and making submissions for any other person on the service list, although properly served as appears from the affidavit of Brittney sworn July 28, 2025, as filed,

### **SERVICE AND DEFINITIONS**

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.

2. **THIS COURT ORDERS** that, unless otherwise indicated or defined herein, capitalized terms used in this Order shall have the meanings given to them in the IC Lease Assignment Agreement or the Amended and Restated Initial Order dated March 21, 2025, as applicable.

### **APPROVAL OF IC LEASE ASSIGNMENT AGREEMENT**

3. **THIS COURT ORDERS** that the IC Lease Assignment Agreement is approved, and the execution and delivery of the IC Lease Assignment Agreement by Hudson's Bay is ratified and approved, and the Transactions are approved. Hudson's Bay is authorized to make such minor amendments to the IC Lease Assignment Agreement as Hudson's Bay determines are necessary or appropriate, with the consent of the Monitor. Hudson's Bay is authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transactions and for the conveyance of the Assigned Interest to IC pursuant to the IC Lease Assignment Agreement, and Hudson's Bay and the Monitor shall be authorized to take such additional steps in furtherance of its responsibilities under the IC Lease Assignment Agreement as Hudson's Bay and the Monitor considers necessary or desirable.

4. **THIS COURT ORDERS** that upon delivery of a Monitor's Certificate to Hudson's Bay and IC, substantially in the form attached as Schedule "B" hereto (the "**Monitor's Certificate**"):

- (a) all of Hudson's Bay's right, title and interest in and to the Assigned Interest described in the IC Lease Assignment Agreement shall vest absolutely in and to IC free and clear of and from any and all security interests (whether contractual,

statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing:

- (i) any encumbrances or charges created by the Initial Order or any other Order of this Court in these CCAA proceedings; and
- (ii) all charges, security interests or claims evidenced by registrations pursuant to the Personal Property Security Act (Ontario) or any other personal property registry system,

(all of which, as set out in the foregoing paragraphs 4(a)(i) and 4(a)(ii), are collectively referred to as the "**Encumbrances**"), provided that except as set forth in paragraph 4(b) or as may be otherwise agreed to by IC and the Landlord, nothing herein shall affect the rights and remedies of the Landlord against IC that may arise under or in respect of the IC Lease. For greater certainty, this Court orders that all Encumbrances affecting or relating to the Assigned Interest shall be hereby expunged and discharged as against such Assigned Interest (excluding, for greater certainty, the Permitted Encumbrances); and

- (b) the Landlord under the IC Lease shall be prohibited from exercising any rights or remedies under such IC Lease, and shall be forever barred, enjoined and estopped from taking such action by reason solely of:
  - (i) any defaults arising from the insolvency of Hudson's Bay Canada or any of their affiliates;
  - (ii) the commencement of these CCAA Proceedings;
  - (iii) any defaults and/or recapture rights which arise solely as a result of the assignment of the IC Lease to IC; or
  - (iv) Hudson's Bay or any of its affiliates having breached a non-monetary obligation under the IC Lease, unless, (A) the Landlord and IC have agreed otherwise; or (B) (1) such nonmonetary breach under the IC

Lease arises or continues after such IC Lease is assigned to IC; (2) such non-monetary breach is capable of being cured by the IC; and (3) IC has failed to remedy the default after having received notice of such default pursuant to the terms of the IC Lease. Without limiting the foregoing, the Landlord shall not rely on a notice of default sent prior to the filing of the Monitor's Certificate to terminate the IC Lease as against IC.

5. **THIS COURT ORDERS** that for purposes of determining the nature and priority of Claims, the net proceeds, net of fees payable to Oberfeld pursuant to the Consulting Services Agreement dated as of March 20, 2025, entered into between Hudson's Bay and Oberfeld, from the sale of the Assigned Interest shall stand in the place and stead of such Assigned Interest, and that from and after the delivery of the Monitor's Certificate, all Claims and Encumbrances shall attach to the net proceeds from the sale of such Assigned Interest with the same priority as they had with respect to such Assigned Interest immediately prior to the sale, as if such Assigned Interest had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

6. **THIS COURT ORDERS** that upon delivery of the Monitor's Certificate, the terms of the IC Lease Assignment Agreement shall be in full force and effect and each of the parties thereto may rely on the provisions set out therein, and notwithstanding anything contained in this Order, nothing shall derogate from the rights and obligations of the parties as set out in the IC Lease Assignment Agreement.

7. **THIS COURT ORDERS AND DIRECTS** the Monitor to file with the Court a copy of the Monitor's Certificate forthwith after delivery thereof.

#### **VALIDITY OF THE TRANSACTION**

8. **THIS COURT ORDERS** that, notwithstanding:

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order or a receivership order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) ("**BIA**") in respect of any of the Applicants and any bankruptcy order or receivership order issued pursuant to any such applications;
- (c) any assignment in bankruptcy made in respect of any of the Applicants; and

(d) any provision of federal or provincial legislation,

the vesting of the Assigned Interest in IC pursuant to this Order shall be binding on any trustee in bankruptcy or receiver that may be appointed in respect of any of the Applicants and shall not be void or voidable by creditors of any of the Applicants, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

## **GENERAL**

9. **THIS COURT ORDERS AND DECLARES** that this Order shall have full force and effect in all provinces and territories in Canada.

10. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States or elsewhere to give effect to this Order and to assist the Monitor, the Applicants and IC and any of their agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Monitor, the Applicants and IC as may be necessary or desirable to give effect to this Order or to assist in carrying out the terms of this Order.

11. **THIS COURT ORDERS** that this Order and all its provisions are effective as of 12:01 a.m. (Toronto time) on the date of this Order without any need for filing or entry.

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**SCHEDULE "A"**

**IC LEASE**

<b>Premises</b>	<b>Landlord</b>	<b>Lease Documents</b>
Metrotown in Burnaby, British Columbia.	Ivanhoe Cambridge II Inc.	Lease dated November 14, 2023, between Ivanhoe Cambridge II Inc. and Hudson's Bay Company ULC, as amended, extended and assigned from time to time

**SCHEDULE “B”  
FORM OF MONITOR’S CERTIFICATE**

Court File No. CV-25-00738613-00CL

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2472596 ONTARIO INC., and 2472598 ONTARIO INC.**

Applicants

**MONITOR’S CERTIFICATE**

**RECITALS**

A. All undefined terms in this Monitor’s Certificate have the meanings ascribed to them in the approval and vesting order of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated July 31, 2025 (the “**Approval and Vesting Order**”).

B. Pursuant to the Approval and Vesting Order, the Court approved the IC Lease Assignment Agreement and provided for the vesting in IC of Hudson’s Bay’s right, title, and interest in and to the Assigned Interest described in the IC Lease Assignment Agreement, which vesting is to be effective upon the delivery by the Monitor to IC and Hudson’s Bay of a certificate confirming (a) the conditions to closing as set out in the IC Lease Assignment Agreement have been satisfied or waived; and (b) the Transactions have been completed to the satisfaction of the Monitor.

**THE MONITOR CERTIFIES** the following:

1. IC has paid, and the Monitor has received the Consideration (as defined in the IC Lease Assignment Agreement) payable pursuant to the IC Lease Assignment Agreement.

2. The Monitor has received written notice from Hudson's Bay and IC that the conditions to closing set out in the IC Lease Assignment Agreement have been satisfied or waived by Hudson's Bay and IC, as applicable.

3. The Transactions have been completed to the satisfaction of the Monitor.

This Monitor's Certificate was delivered by the Monitor at \_\_\_\_ [TIME] on \_\_\_\_ [DATE]

**Alvarez & Marsal Canada Inc., in its  
capacity as Monitor of the Applicants  
and not in its personal capacity**

Per: \_\_\_\_\_

Name:

Title:



**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
**(COMMERCIAL LIST)**

Proceeding commenced at Toronto

**APPROVAL AND VESTING ORDER**  
**(IC LEASE ASSIGNMENT)**

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