

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

**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 YSS 1 LP INC., HBC YSS 2 LP INC., HBC HOLDINGS GP
INC., SNOSPMIS LIMITED, 2472596 ONTARIO INC., and 2472598 ONTARIO INC.**

Applicants

MOTION RECORD

March 21, 2025

STIKEMAN ELLIOTT LLP
Barristers & Solicitors
5300 Commerce Court West
199 Bay Street
Toronto, Canada M5L 1B9

Ashley Taylor LSO#: 39932E
Email: ataylor@stikeman.com
Tel: +1 416-869-5236

Elizabeth Pillon LSO#: 35638M
Email: lpillon@stikeman.com
Tel: +1 416-869-5230

Maria Konyukhova LSO#: 52880V
Email: mkonyukhova@stikeman.com
Tel: +1 416-869-5230

Philip Yang LSO#: 82084O
Email: PYang@stikeman.com
Tel: +1 416-869-5593

Brittney Ketwaroo LSO#: 89781K
Email: bketwaroo@stikeman.com
Tel: +1 416-869-5524

Lawyers for the Applicants

TO: Service List

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

**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 YSS 1 LP INC., HBC YSS 2 LP INC., HBC HOLDINGS GP
INC., SNOSPMIS LIMITED, 2472596 ONTARIO INC., and 2472598 ONTARIO INC.**

Applicants

**SERVICE LIST
(as at March 20, 2025)**

STIKEMAN ELLIOTT LLP 5300 Commerce Court West 199 Bay Street Toronto, ON M5L 1B9 <i>Counsel for the Applicants</i>	Ashley Taylor Tel:416 869-5236 Email: ataylor@stikeman.com Elizabeth Pillon Tel:416 869-5623 Email: lpillon@stikeman.com Maria Konyukhova Tel:416 869-5230 Email: mkonyukhova@stikeman.com Jonah Mann Tel:416 869-5518 Email: JMann@stikeman.com Philip Yang Tel:416 869-5593 Email: pyang@stikeman.com Brittney Ketwaroo Tel:416 869-5524 Email: bketwaroo@stikeman.com
---	---

<p>ALVAREZ & MARSAL CANADA INC. Royal Bank Plaza, South Tower 200 Bay Street, Suite 29000 P.O. Box 22 Toronto, ON M5J 2J1</p> <p><i>The Court-appointed Monitor</i></p>	<p>Alan J Hutchens Email: ahutchens@alvarezandmarsal.com</p> <p>Greg Karpel Email: gkarpel@alvarezandmarsal.com</p> <p>Sven Dedic Email: sdedic@alvarezandmarsal.com</p> <p>Mitchell Binder Email: mbinder@alvarezandmarsal.com</p> <p>Josh Marks Email: jmarks@alvarezandmarsal.com</p>
<p>BENNETT JONES LLP 3400 One First Canadian Place P.O. Box 130 Toronto, ON M5X 1A4</p> <p><i>Counsel for the Court-appointed Monitor</i></p>	<p>Sean Zweig Tel: 416 777-6254 Email: ZweigS@bennettjones.com</p> <p>Michael Shakra Tel: 416 777-6236 Email: ShakraM@bennettjones.com</p> <p>Preet Gill Tel: 416 777-6513 Email: GillP@bennettjones.com</p> <p>Thomas Gray Tel: 416 777-7924 Email: GrayT@bennettjones.com</p> <p>Linda Fraser-Richardson Tel: 416 777-7869 Email: fraserrichardsonl@bennettjones.com</p>
<p>BLAKE, CASSELS & GRAYDON LLP 199 Bay St. #4000 Toronto, ON M5L 1A9</p> <p><i>Counsel for Restore Capital LLC as DIP Lender</i></p>	<p>Linc Rogers Tel: 416 863-4168 Email: linc.rogers@blakes.com</p> <p>Aimee Yee Tel: 416 863-2689 Email: aimee.yee@blakes.com</p> <p>Caitlin McIntyre Tel: 416 863-4174 Email: caitlin.mcintyre@blakes.com</p>

<p>RICHTER INC. 3320 – 181 Bay Street Toronto, ON M5J 2T3</p> <p><i>Representative of Restore Capital LLC and Administrative Agent (Bank of America)</i></p>	<p>Gilles Benchaya Tel: 514 934-3496 Email: gbenchaya@richterconsulting.com</p> <p>Mandy Wu Tel: 312 224-9136 Email: mwu@richterconsulting.com</p>
<p>ROPES & GRAY LLP 1211 Avenue of the Americas New York, NY 10036-8704</p> <p><i>US Counsel for the Filo Agent (Restore Capital LLC) as DIP Lender</i></p>	<p>Gregg Galardi Tel: 212 596-9139 Email: Gregg.Galardi@ropesgray.com</p> <p>Max Silverstein Tel: 212 596-9658 Email: Max.Silverstein@ropesgray.com</p>
<p>CASSELS BROCK & BLACKWELL LLP Bay Adelaide Centre – North Tower 40 Temperance St., Suite 3200 Toronto, ON M5H 0B4</p> <p><i>Counsel for Hilco in its capacity as consignor and liquidator</i></p>	<p>Shayne Kukulowicz Tel: 416 860-6463 Email: skukulowicz@cassels.com</p> <p>Monique Sassi Tel: 416 860-6886 Email: msassi@cassels.com</p> <p>Matteo Clarkson-Maciel Tel: 416 350-6961 Email: mclarksonmaciel@cassels.com</p>
<p>NORTON ROSE FULBRIGHT 222 Bay St., Suite 3000, Toronto, ON M5K 1E7</p> <p><i>Counsel for the Administrative Agent (Bank of America)</i></p>	<p>Evan Cobb Tel: 416 216-1929 Email: evan.cobb@nortonrosefulbright.com</p>
<p>OSLER, HOSKIN & HARCOURT LLP First Canadian Place 100 King St W #6200 Toronto, ON M5X 1B8</p> <p><i>Counsel for Pathlight Capital</i></p>	<p>Marc Wasserman Tel: 416 862-4908 Email: mwasserman@osler.com</p> <p>David Rosenblat Tel: 416 862-5673 Email: drosenblat@osler.com</p> <p>Justin Kanji Tel: 416 862-6642 Email: jkanji@osler.com</p>

REFLECT ADVISORS, LLC <i>Financial Advisors for the Applicants</i>	Adam Zalev Tel: 949 416-1163 Email: azalev@reflectadvisors.com Darcy Eveleigh Tel: 289 221-1684 Email: develeigh@reflectadvisors.com
GOODMANS LLP Bay-Adelaide Centre 333 Bay Street, Suite 3400 Toronto, ON M5H 2S7 <i>Counsel for RioCan Real estate Investment Trust</i>	Robert J. Chadwick Tel: 416 597-4285 Email: rchadwick@goodmans.ca Joseph Pasquariello Tel: 416 597-4216 Email: jpasquariello@goodmans.ca Andrew Harnes Tel: 416 849-6923 Email: aharnes@goodmans.ca
DENTONS CANADA LLP 77 King Street West, Suite 400 Toronto-Dominion Centre, Toronto, ON M5K 0A1 <i>Counsel for Urban Outfitters, Inc., a vendor and creditor of Hudson's Bay Company ULC</i>	Michael Beeforth Tel: 416 367-6779 Email: michael.beeforth@dentons.com
DENTONS CANADA LLP 20th Floor, 250 Howe Street Vancouver, BC, V6C 3R8 <i>Counsel for a Potential Purchaser</i>	John R. Sandrelli Tel: 604 889 3792 Email: john.sandrelli@dentons.com Wei Shao Tel: 604 691 6428 Email: wei.shao@dentons.com
CHAITONS LLP 5000 Yonge St. 10th Floor Toronto, ON M2N 7E9 <i>Counsel for Nike Retail Services Inc., and PVH Canada Inc.</i>	Harvey Chaiton Tel: 416 218-1129 Email: harvey@chaitons.com George Benchetrit Tel: 416 218-1141 Email: george@chaitons.com
CHAITONS LLP 5000 Yonge St. 10th Floor Toronto, ON M2N 7E9 <i>Counsel for Ever New Melbourne Ltd.</i>	Maya Poliak Tel: (416) 218-1161 Email: Maya@chaitons.com Lynda Christodoulou Email: Lyndac@chaitons.com

AIRD & BERLIS LLP Barristers and Solicitors Brookfield Place Suite 1800, Box 754 181 Bay Street Toronto, ON M5J 2T9 <i>Counsel for The Toronto-Dominion Bank</i>	D. Robb English Tel: 416 865-4748 Email: renglish@airdberlis.com Calvin Horsten Tel: 416 865-3077 Email: chorsten@airdberlis.com
AIRD & BERLIS LLP Barristers and Solicitors Brookfield Place Suite 1800, Box 754 181 Bay Street Toronto, ON M5J 2T9 <i>Counsel for Suppliers</i>	Steven Graff Tel: 416 865 7726 Email: sgraff@airdberlis.com Cristian Delfino Tel: 416 865 7748 Email: cdelfino@airdberlis.com
AIRD & BERLIS LLP Brookfield Place 181 Bay Street, Suite 1800 Toronto, ON M5J 2T9 <i>Counsel for Manulife Financial and Manufacturers Life Insurance Company</i>	Ian Aversa Tel: 416 865-3082 Email: iaversa@airdberlis.com Matilda Lici Tel: 416 865-3428 Email: mlici@airdberlis.com
MILLER THOMSON LLP Scotia Plaza 40 King Street West, Suite 5800 P.O. Box 1011 Toronto ON M5H 3S1 <i>Counsel for The Trustees of the Congregation of Knox's Church, Toronto</i>	David S. Ward Tel: 416 595-8625 Email: dward@millerthomson.com Matthew Cressatti Tel: 416 597-4311 Email: mcressatti@millerthomson.com
MILLER THOMSON LLP Scotia Plaza 40 King Street West, Suite 5800 P.O. Box 1011 Toronto ON M5H 3S1 <i>Counsel for United Parcel Services Canada Ltd.</i>	Mitchell Lightowler Tel: 416-595-7938 Email: mlightowler@millerthomson.com Craig Mills Tel : 416-595-8596 Email: cmills@millerthomson.com
GORDON BROTHERS CANADA ULC 101 Huntington Ave, Suite 1100 Boston, MA 02199	Rick Edwards Email: redwards@gordonbrothers.com

<p>ATTORNEY GENERAL OF CANADA Department of Justice Canada Ontario Regional Office 120 Adelaide Street West, Suite 400 Toronto, ON M5H 1T1</p> <p>Fax: 416-973-0942</p> <p><i>Lawyers for His Majesty the King in Right of Canada as represented by the Minister of National Revenue</i></p>	<p>Kelly Smith Wayland Tel: 647 533-7183 Email: kelly.smithwayland@justice.gc.ca</p> <p>Edward Park Tel : 647 292-9368 Email: edward.park@justice.gc.ca</p> <p>General Enquiries Email: agc-pgc.toronto-tax-fiscal@justice.gc.ca</p>
<p>MINISTRY OF FINANCE (ONTARIO) Legal Services Branch 11-777 Bay Street Toronto, ON M5G 2C8</p>	<p>Leslie Crawford Email: leslie.crawford@ontario.ca</p> <p>Insolvency Unit Email: insolvency.unit@ontario.ca</p>
<p>MINISTRY OF THE ATTORNEY GENERAL (BRITISH COLUMBIA) Legal Services Branch, Revenue & Taxation PO Box 9280 Stn Prov Govt Victoria, BC V8W 9J7</p>	<p>Deputy Attorney General Ministry of Attorney General</p> <p>Email: AGLSBRevTaxInsolvency@gov.bc.ca</p> <p>Cindy Cheuk Legal Counsel Email: cindy.cheuk@gov.bc.ca</p> <p>Aaron Welch Legal Counsel Tel: 250 356-8589 Email: aaron.welch@gov.bc.ca</p>
<p>MINISTRY OF JUSTICE AND SOLICITOR GENERAL (ALBERTA) Legal Services 2nd Floor, Peace Hills Trust Tower 10011 – 109 Street Edmonton, AB T5J 3S8</p>	<p>General Enquiries Tel: 780 427-2711 Email: ministryofjustice@gov.ab.ca</p>
<p>MINISTRY OF FINANCE (ALBERTA) Tax And Revenue Administration 9811-109 St NW Edmonton, AB T5K 2L5</p>	<p>General Enquiries Tel: 780 427-3044 Email: tra.revenue@gov.ab.ca</p>
<p>DEPARTMENT OF JUSTICE (MANITOBA) Civil Legal Services 730 - 405 Broadway Winnipeg, MB R3C 3L6</p>	<p>Shelley Haner Tel: 202 792-6471 Email: shelley.haner@gov.mb.ca</p>

DEPARTMENT OF FINANCE (MANITOBA) Taxation Division 101- 401 York Avenue Manitoba, MB R3C 0P8	General Enquiries Tel: 204 945-6444 Email: mbtax@gov.mb.ca
MINISTRY OF JUSTICE AND ATTORNEY GENERAL (SASKATCHEWAN) Room 355 2405 Legislative Drive Regina, SK S4S 0B3	Tel: 306 787-5353 Email: jus.minister@gov.sk.ca
MINISTRY OF FINANCE (SASKATCHEWAN) 2350 Albert Street, 5 th Floor Regina, SK S4P 4A6	Max Hendricks Tel: 306 787-6621 Email: max.hendricks@gov.sk.ca General Enquiries Tel: 306 787-6060 Email: fin.minister@gov.sk.ca
MINISTRY OF THE ATTORNEY GENERAL (NOVA SCOTIA) 1690 Hollis Street PO Box 7 Halifax, Nova Scotia B3J 2L6	General Enquiries Tel: 902 424-4030 Email: justweb@gov.ns.ca Edward Gores Email: Edward.Gores@novascotia.ca
MINISTRY OF FINANCE (NOVA SCOTIA) 1690 Hollis Street PO Box 187 Halifax, Nova Scotia B3J 2N3	General Inquiries: Email: FinanceWeb@novascotia.ca
REVENU QUÉBEC 3, Complexe Desjardins, secteur D221LC C.P. 5000, succursale Place-Desjardins, 22 ^e étage Montréal (Québec) H5B 1A7 <i>Counsel for Revenu Québec</i>	Me Sarah Pinsonneault Legal Counsel Tel: 514 287-8235 Email: Sarah.Pinsonnault@revenuquebec.ca Copy to: Me Daniel Cantin Legal Counsel Email: DanielCantin@revenuquebec.ca Patrick Magen Email: Patrick.Magen@revenuquebec.ca Email: notif-quebec@revenuquebec.ca Copy to: Email: notif-montreal@revenuquebec.ca

CANADA REVENUE AGENCY 1 Front Street West Toronto, ON M5J 2X6	Email: agc-pgc.toronto-tax-fiscal@justice.gc.ca
FASKEN MARTINEAU DuMOULIN LLP Barristers and Solicitors 333 Bay Street, Suite 2400 Bay Adelaide Centre, Box 20 Toronto, ON M5H 2T6 <i>Counsel for Royal Bank of Canada, as lender</i>	Stuart Brotman Tel: 416 865 5419 Email: sbrotman@fasken.com Mitch Stephenson Tel: 416 868 3502 Email: mstephenson@fasken.com Jennifer L. Caruso Tel: 416 865 4471 Email: jcaruso@fasken.com
GOWLING WLG 100 King St W Suite 1600 Toronto, ON M5X 1G5 <i>Counsel for Cominar Real Estate Investment Trust</i>	Ilias Hmimas Tel: 514 877-3966 Email: ilias.hmimas@gowlingwlg.com Francois Viau Tel: 514-392-9530 Email: francois.viau@gowlingwlg.com Alexandre Forest Tel: 514-392-9424 Email: alexandre.forest@gowlingwlg.com Haddon Murray Tel: 416 862-3604 Email: haddon.murray@gowlingwlg.com
GOWLING WLG (CANADA) LLP 1 First Canadian Place, Suite 1600 100 King Street West Toronto ON M5X 1G5 <i>Solicitor for Chanel ULC</i>	E. Patrick Shea, KC Tel: 416 369-7399 Fax: 416 862-7661 Email: patrick.shea@gowlingwlg.com
THORNTON GROUT FINNIGAN LLP 100 Wellington Street West, Suite 3200 Toronto, ON M5K 1K7 <i>Counsel for Oxford Properties Group, OMERS Realty Management Corporation, Yorkdale Shopping Centre Holdings Inc., Scarborough Town Centre Holdings Inc., Montez Hillcrest Inc. and 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,</i>	D.J. Miller Tel: 416 304-0559 Email: djmiller@tgf.ca Andrew Nesbitt Tel: 416 307-2413 Email: anesbitt@tgf.ca

<p><i>CPPIB Upper Canada Mall Inc., CPP Investment Board Real Estate Holdings Inc.</i></p>	
<p>DAOUST VUKOVICH LLP 20 Queen Street West, Suite 3000 Toronto, ON M5H 3R3</p>	<p>Brian Parker Tel: 416 591-3036 Email: bparker@dv-law.com</p>
<p>TYR LLP 488 Wellington Street W, Suite 300-302 Toronto, ON M5V 1E3</p> <p><i>Counsel for Ivanhoe Cambridge Inc</i></p>	<p>James D. Bunting Tel: 647 519 6607 Email: jbunting@tyrllp.com</p>
<p>TORYS LLP 79 Wellington St W #3300 Toronto, ON M5K 1N2</p> <p><i>Counsel for Cadillac Fairview</i></p>	<p>David Bish Tel: 416 865-7353 Email: dbish@torys.com</p>
<p>PURE INDUSTRIAL 121 King Street W, Suite 1200 PO Box 112 Toronto, ON M5H 3T9</p> <p><i>on behalf of PIRET (18111 Blundell Road) Holdings Inc</i></p>	<p>Yohan Li Email: yli@pureindustrial.ca</p> <p>Andrée Lemay-Roux Email: alemayroux@pureindustrial.ca</p>
<p>SIMON PROPERTY GROUP Group 225 West Washington Street Indianapolis, Indiana 46204- 3438 USA</p> <p><i>on behalf of HALTON HILLS SHOPPING CENTRE PARTNERSHIP</i></p>	<p>Email: bankruptcy@simon.com</p>
<p>BLANEY MCMURTRY LLP 2 Queen Street East, Suite 1500 Toronto, ON M5C 3G5</p> <p><i>Counsel for EY in the Receivership of Woodbine Mall Holdings Inc.</i></p>	<p>Eric Golden Tel: 416 593-3927 Email: egolden@blaney.com</p> <p>Chad Kopach Tel: 416 593-2985 Email: ckopach@blaney.com</p>
<p>BLANEY MCMURTRY LLP 2 Queen Street East, Suite 1500 Toronto, ON M5C 3G5</p>	<p>Lou Brzezinski Tel: 416 593-2952 Email: lbrzezini@blaney.com</p>

<p><i>Counsel for TK Elevator (Canada) Ltd. and Schindler Elevator Corporation</i></p>	<p>Nadav Amar Tel: 416 593-3903 Email: namar@blaney.com</p> <p>Alexandra Teodorescu Tel: 416-596-4279 Email: ateodorescu@blaney.com</p>
<p>BLANEY MCMURTRY LLP 2 Queen Street East, Suite 1500 Toronto, ON M5C 3G5</p> <p><i>Counsel for BentallGreenOak (Canada) LP, QuadReal Property Group and Primaris Real Estate Investment Trust</i></p>	<p>John C. Wolf Tel: 416 593-2994 Email: jwolf@blaney.com</p> <p>David T. Ullmann Tel: 416 596-4289 Email: dullmann@blaney.com</p> <p>Brendan Jones Tel: 416 593-2997 Email: bjones@blaney.com</p>
<p>BLANEY MCMURTRY LLP 2 Queen Street East, Suite 1500 Toronto, ON M5C 3G5</p> <p><i>Counsel for SMCP Canada Inc.</i></p>	<p>John C. Wolf Tel: 416 593-2994 Email: jwolf@blaney.com</p>
<p>DICKSON WRIGHT LLP 199 Bay Street, Suite 2200 Commerce Court West Toronto, ON M5L 1G4</p>	<p>Stephen Posen Tel: 416 369-4103 Email: sposen@dickinsonwright.com</p> <p>David Preger Tel: 416-646-4606 Email: DPreger@dickinsonwright.com</p>
<p>LAX O'SULLIVAN LISUS GOTTLIEB LLP Counsel Suite 2750, 145 King Street West Toronto, ON M5H 1J8</p> <p><i>Counsel for KingSett Capital Inc.</i></p>	<p>Matthew P. Gottlieb Tel: 416 644-5353 Email: mgottlieb@lolg.ca</p> <p>Andrew Winton Tel: 416 644 5342 Email: awinton@lolg.ca</p> <p>Annecy Pang Tel: 416 956 5098 Email: apang@lolg.ca</p> <p>KingSett Capital Inc. contacts</p> <p>Theresa Warnaar Email: TWarnaar@kingsettcapital.com</p>

	<p>Trina Ravindrakumar Email: TRavindrakumar@kingsettcapital.com</p>
<p>CAMELINO GALESSIERE LLP Barristers and Solicitors 65 Queen Street West, Suite 440 Toronto, ON M5H 2M5</p> <p><i>Counsel for (i) Ivanhoe Cambridge II Inc./Jones Lang LaSalle Incorporated as landlord and/or authorized agent and manager for the landlords of its retail stores leased to one or more of the Applicants; (ii) Morguard Investments Limited as authorized agent and manager for the landlords of its retail stores leased to one or more of the Applicants; (iii) Cushman & Wakefield Asset Services ULC as authorized agent and manager for 4239474 Canada Inc. (general partner of Mic Mac Mall Limited Partnership), Aberdeen Kamloops Mall Limited, Cornwall Centre Inc. and EMTC Holdings Inc.; (iv) Salthill Property Management Inc. as authorized agent and manager for the landlords of its retail stores leased to one or more of the Applicants; and (v) PIRET (18111 Blundell Road) Holdings Inc.</i></p>	<p>Linda Galessiere Tel: 416 306-3827 Email: lgalessiere@cglegal.ca</p> <p>Gustavo F. Camelino Tel: 416 306-3834 Email: gcamelino@cglegal.ca</p>
<p>MCMILLAN LLP Brookfield Place 181 Bay Street Suite 4400 Toronto, ON M5J 2T3</p> <p><i>Counsel for BH Multi Com Corporation, BH Multi Color Corporation and Richline Group Canada Ltd.</i></p>	<p>Tushara Weerasooriya Tel: 416 865-7890 Email: Tushara.Weerasooriya@mcmillan.ca</p> <p>Jeffrey Levine Tel: 416 865-7791 Email: jeffrey.levine@mcmillan.ca</p> <p>Guneev Bhinder Tel: 416 307-4067 Email: guneev.bhinder@mcmillan.ca</p>
<p>MCMILLAN LLP Suite 4400, 181 Bay Street Toronto ON M5J 2T3</p> <p><i>Counsel for Cherry Lane Shopping Centre Holdings Inc. and TBC Nominee Inc.</i></p>	<p>Mitch Koczerginski Tel: 416.307.4067 Email: mitch.koczerginski@mcmillan.ca</p>

Paliare Roland Rosenberg Rothstein LLP 155 Wellington Street West, 35th Floor Toronto, ON M5V 3H1	Ken Rosenberg Tel: 416 646-4304 Email: ken.rosenberg@paliareroland.com Max Starnino Tel: 416 646-7431 Email: max.starnino@paliareroland.com Emily Lawrence Tel: 416 646-7475 Email: emily.lawrence@paliareroland.com Evan Snyder Tel: 416 646-6320 Email: evan.snyder@paliareroland.com
CALEYWRAY 70 Creditview Rd Woodbridge, ON L4L 9N4 <i>Counsel for the United Food and Commercial Workers Canada, Local 1006A.</i>	Micheil M Russell Tel: 416 775 4679 Email: russellm@caleywrap.com Yiwei Jin Tel: 416-775-4693 Email: jiny@caleywrap.com
UNIFOR 308-720 Spadina Avenue Toronto, ON M5S2T9	Dwayne E Gunness Tel: 416 972-7662 Email: uniforlocal40@gmail.com Dayle Steadman Email: Dayle.Steadman@unifor.org
UNIFOR 115 Gordon Baker Road Toronto, ON, M2H 0A8 <i>Unifor National Servicing Representative that works with Unifor Local 40 in Toronto, Ontario</i>	Justin Connolly Tel: 647-237-2691 Email: justin.connolly@unifor.org
UNITED FOOD AND COMMERCIAL WORKERS LOCAL 1518 350 Columbia St. New Westminster, BC V3L 1A6	Ashley Campbell Tel: 604 526-1518 Email: ACampbell@ufcw1518.com Email: reception@ufcw1518.com
UNIFOR LOCAL 40 308 – 720 Spadina Ave Toronto, ON M5S 2T9 And UNIFOR LEGAL DEPARTMENT 115 Gordon Baker Road Toronto, ON M2H 0A8	Farah Baloo Tel: (416) 917-7749 Fax: (416) 495-3786 Email: farah.baloo@unifor.org Blake Scott Tel: (604) 353-8769 Fax: (416) 495-3786 Email: blake.scott@unifor.org

<i>Counsels for Unifor Local 40</i>	
UNITED STEELWORKERS OF AMERICA LOCAL 1-417 181 Vernon Avenue Kamloops, BC V2B 1L7	Tel: 250 554-3167 Email: Joardan@usw1417.ca
UNIFOR LOCAL 240 2345 Central Avenue Windsor, ON N8W 4J1	Dana Dunphy Tel: 519 253-8720 Email: Dana.Dunphy@unifor.org Jodi Nesbitt Email: jodi@uniforlocal240.ca
UNIFOR LOCAL 240 3400 Somme Ave Windsor, ON N8W 1V4 And UNIFOR LEGAL DEPARTMENT 115 Gordon Baker Road Toronto, ON M2H 0A8	Farah Baloo Tel: (416) 917-7749 Email: farah.baloo@unifor.org Blake Scott Tel: (604) 353-8769 Fax: (416) 495-3786 Email: blake.scott@unifor.org
UNITED FOOD AND COMMERCIAL WORKERS, INTERNATIONAL UNION, LOCAL 1006A 70 Creditview Rd Woodbridge, ON L4L 9N4	Winston Gordon and Joshua Robichaud Tel: 905 850-0096 Email: ufcw@ufcw1006a.ca
TEAMSTERS LOCAL 31 1 Grosvenor Square Delta, BC V3M 5S1	Mark Bethel Tel: 604 227-6719 Email: mbethel@teamsters31.ca
BANK OF MONTREAL, 250 Yonge Street, 11th Floor Toronto, ON M5B 2L7 <i>Administrative Agent</i>	Attention: Client Services, Corporate & Commercial Lending Operations Email: steven.mackinnon@bmo.com Email: David.Check@bmo.com Email: Raza.Qureshi@bmo.com Email: MichaelM.Johnson@bmo.com
MCCARTHY TÉTRAULT LLP Suite 5300, Toronto Dominion Bank Tower Toronto ON M5K 1E6 <i>Counsel to Bank of Montreal, as Administrative Agent</i>	Heather Meredith Tel: 416-601-8342 Email: hmeredith@mccarthy.ca Trevor Courtis Tel: 416-601-7643 Email: tcourtis@mccarthy.ca

<p>- And -</p> <p><i>Counsel to Desjardins Financial Security Life Assurance Company</i></p>	
<p>MCCARTHY TETRAULT LLP 66 Wellington St W Suite 5300 Toronto, ON M5K 1E6</p> <p><i>Counsel for Investment Management Corporation of Ontario</i></p>	<p>Sam Rogers Tel: 416 601-7726 Email: sbrogers@mccarthy.ca</p> <p>Lance Williams Tel: 604 643-7154 Email: lwilliams@mccarthy.ca</p> <p>Ashley Bowron Tel: 604 643-7973 Email: abowron@mccarthy.ca</p> <p>Sue Danielisz Tel: 604 643-5904 Email: sdanielisz@mccarthy.ca</p>
<p>MCCARTHY TÉTRAULT LLP Suite 5300, TD Bank Tower Toronto, ON M5K 1E6</p> <p><i>Counsel for the Respondents, Toronto-Dominion Bank and Canada Life Assurance Company, as mortgagees of Oakville Place</i></p>	<p>Michael Kershaw Tel: 416 601-8171 Email: mkershaw@mccarthy.ca</p>
<p>MCCARTHY TÉTRAULT LLP Suite 5300, TD Bank Tower Toronto, ON M5K 1E6</p> <p><i>Counsel for the Respondents, Royal Bank of Canada, as administrative agent and lender with respect to the financing of the Yorkdale Shopping Centre JV Head Lease</i></p>	<p>George Plummer Tel: 416 601-7796 Email: gaplummer@mccarthy.ca</p> <p>John Currie Tel: 416 601-8154 Email: jcurrie@mccarthy.ca</p>
<p>DESJARDINS FINANCIAL SECURITY LIFE ASSURANCE COMPANY 95 St. Clair Avenue West, Suite 700 Toronto, ON M4V 1N7</p>	<p>Attention: Mortgage Administration Email: Toronto@desjam.com</p>
<p>RC HOLDING II LP 2300 Yonge Street, Suite 500 Toronto, ON M4P 1E4</p>	<p>J. Suess Email: jsuess@riocan.com</p> <p>R. Frasca Email: rfrasca@riocan.com</p>

ROYAL BANK OF CANADA Royal Bank of Canada 200 Bay Street, South Tower 19th Floor Toronto, Ontario M5J 2J5 and to: AGENCY SERVICES GROUP 155 Wellington Street West, 8th Floor Toronto, Ontario M5V 3H1	Attention: Stephen McLeese Email: stephen.mcleese@rbc.com and to: Attention: Drake Guo Email: drake.guo@rbccm.com
THE CANADA LIFE ASSURANCE COMPANY TORONTO-DOMINION BANK Toronto-Dominion Bank Tower, 14th Floor 66 Wellington Street West Toronto, Ontario M5K 1A2 and to THE CANADA LIFE ASSURANCE COMPANY 330 University Avenue Toronto, Ontario M5G 1R8	Attention: Vice-President, Commercial Mortgage Group Email: td.cmgcommmtg@td.com and to Attention: Managing Director, Mortgage Investments Email: cl_commercial.mortgage@canadalife.com
HSBC BANK CANADA, as Administrative Agent and Sole Lead Arranger HSBC Bank Canada 600 – 885 West Georgia Street Vancouver, BC V6C 3G1 <i>HSBC Bank Canada, Canadian Western Bank, United Overseas Bank Limited Industrial & Commercial Bank of China (Canada)</i>	Attention: Chris Golding Facsimile No.: (604) 641-1169 Email: chris.golding@rbc.com
Mary Turner Tel: 416 670-3060 Email: Maryjaneturner@icloud.com	
Evelyn Reynolds Tel: 416 520- 9837 Email: evelyn.reynolds@rogers.com	
Wayne Drummond Tel: 905 460-4690 Email: wadrummond6@gmail.com	
Kerry Mader Tel: 416 436-0110 Email: Kerry.mader@live.com	

Alison Coville Tel: 416 523-3177 Email: alisoncoville480@gmail.com	
LERNERS LLP 85 Dufferin Ave P.O. Box 2335 London, Ontario N6A 4G4 <i>Counsel for Bastian Solutions, LLC</i>	Lianne J. Armstrong Tel: 519.640.6320 Email: larmstrong@lernalers.ca
DLA PIPER (CANADA) LLP Suite 2700 10220 - 103rd Ave NW Edmonton, AB T5J 0K4 <i>Counsel for LVMH Moët Hennessy Louis Vuitton SA</i>	Jerritt Pawlyk Email: Jerritt.Pawlyk@ca.dlapiper.com Isaac Belland Email: isaac.belland@ca.dlapiper.com
METCALFE, BLAINEY & BURNS LLP #202 – 18 Crown Steel Drive Markham, ON L3R 9X8 <i>Litigation counsel for Browne Group Inc.</i>	Janet Lee Email: janetlee@mbb.ca Tel: 905 475-7676 ext 338 Micah Ryu Email: micahryu@mbb.ca Tel: 905 475-7676 ext 319 Veronica Cai Email: VeronicaCai@mbb.ca
SPORTS INDUSTRY CREDIT ASSOCIATION 245 Victoria Avenue, Suite 800 Westmount, Quebec, H3Z 2M6	William Anidjar Director of Credit - North America Email: william@sica.ca Brian Dabarno President Email: brian@sica.ca
RICKETTS HARRIS LLP 250 Yonge Street Suite 2200 Toronto ON M5B 2L7 <i>Lawyers for Samsonite Canada Inc.</i>	Pavle Masic Tel: 416.846.2536 Email: pmasic@rickettsharris.com Martin Wasserman Tel: 647 644-6238 Email: mwasserman@rickettsharris.com
Cozen O'Connor LLP Bay Adelaide Centre North Tower 40 Temperance St. Suite 2700 Toronto, ON, M5H 0B4 <i>Counsel to Ferragamo Canada, Inc.</i>	Steven Weisz Tel: 647 417-5334 Email: sweis@cozen.com Dilina Lallani Tel: 647 417-5349 Email: DLallani@cozen.com

ALICE + OLIVIA INTERNATIONAL LLC 111 Secaucus Road Secaucus, NJ 07094	Igor Mershon Email: igor.mershon@aliceandolivia.com
Centric Brands LLC and its subsidiaries Legal Department 350 Fifth Avenue, 6th floor New York, NY 10118	Attention: Centric Brands Legal Department Email: legal@centricbrands.com
WESTDELL DEVELOPMENT CORP. 1105 Wellington Road London, Ontario N6E 1V4 <i>Representative of White Oaks Shopping Centre</i>	Jeff Wilson Email: jwilson@westdellcorp.com
KOSKIE MINSKY LLP 20 Queen Street West, Suite 900, Box 52 Toronto, ON M5H 3R3 <i>Counsel for Chesley Boucher, Lucio Cammisa, Orazio Mazzotta, Mozac Mohammed-Ali, and certain other employees and retirees</i>	Andrew J. Hatnay Tel: 416 595-2083 Email: ahatnay@kmlaw.ca James Harnum Tel: 416 542-6285 Email: jharnum@kmlaw.ca Robert Drake Tel: 416 595-2095 Email: rdrake@kmlaw.ca Abir Shamim Tel: 416-354-7758 Email: ashamim@kmlaw.ca
Manis Law 2300 Yonge Street, Suite 1600 Toronto, Ontario M4P 1E4 <i>Counsel for Villeroy & Boch</i>	Howard F. Manis Tel: 416 417 7257 Email: hmanis@manislaw.ca
LEYAD CORPORATION 511 Place d'Armes, #800 Montreal, Quebec H2Y 2W7 <i>Representative for Londonderry Shopping Centre</i>	Daniel Prudkov Tel: 514-923-8230 Email: daniel@leyad.ca
STRADLEY RONON STEVENS & YOUNG, LLP 2005 Market Street, Suite 2600 Philadelphia, PA 19103 <i>Representative for Rithum Corporation</i>	Daniel M. Pereira Email: dpereira@stradley.com

<i>(successor to creditors, ChannelAdvisor Corporation and Commerce Technologies, LLC)</i>	
FIELD LAW 2500-10175 101 St. NW Edmonton, AB T51 0H3 <i>Counsel to West Edmonton Mall Property Inc./West Edmonton Mall Ltd./Triple Five</i>	Lindsey Miller Tel: 780 423 7649 Email: lmiller@fieldlaw.com
STINSON LLP 50 South Sixth Street, Suite 2600 Minneapolis, MN 55402 <i>Counsel to Target Corporation</i>	C.J. Harayda Tel: 612 335 1928 Email: cj.harayda@stinson.com
TIGER CAPITAL GROUP 60 State Street, 11th Floor Boston, MA 02109	Bradley W. Snyder Tel: 617 699-1744 Email: BSnyder@TigerGroup.com
ADIDAS CANADA LIMITED 8100 Highway 27 Woodbridge, Ontario, L4H 3N2	Matt Rossetti Director, Legal Counsel (Canada) Email: matt.rossetti@adidas.com
MCMILLAN LLP Suite 4400, 181 Bay Street Toronto, ON M5J 2T3 <i>Counsel for the Respondent, Diesel Canada Inc.</i>	Stephen Brown-Okruhlik Tel: 416-865-7043 Email: stephen.brown-okruhlik@mcmillan.ca
GOWLING WLG (CANADA) LLP Suite 1600, 1 First Canadian Place 100 King Street West Toronto, ON M5X 1G5 <i>Counsel to certain HBC retirees and pensioners</i>	Clifton P. Prophet Tel: 416 862 3509 Email: clifton.prophet@gowlingwlg.com Patryk Sawicki Tel: 416 369 7246 Email: patryk.sawicki@gowlingwlg.com
SISLEY COSMETICS USA	Caroline Mallet Leclercq Vice President Finance & Operations Tel: 917-340-3383 Email: caroline.mallet@sisley.fr Michelle Therriault Email: michelle.therriault@sisley.fr Heather Soss Email: heather.soss@sisley.fr

<p>ASCENT EMPLOYMENT LAW CORPORATION 170 – 422 Richards Street Vancouver, BC V6B 2Z4</p> <p><i>Counsel for former HBC's employee</i></p>	<p>Brynna Hambly Tel: 236-480-0953 Email: brynna@ascentemploymentlaw.ca</p>
<p>SOTOS LLP 55 University Ave., Suite 600 Toronto, ON M5J 2H7</p> <p><i>Counsel for Secrets Shhh (Canada) LTD.</i></p>	<p>Peter Viitre Tel: 416 977- 7754 Email: Pviitre@sotos.ca</p> <p>Jean-Marc Leclerc Tel: 416 977-6857 Email: jleclerc@sotos.ca</p> <p>Jason Brisebois Tel: 416 572- 7323 Email: jbrisebois@sotos.ca</p>
<p>COOLEY LLP 1299 Pennsylvania Avenue NW, Suite 700 Washington, DC 20004-2400</p> <p><i>Counsel for G-III Apparel Group, Ltd.</i></p>	<p>Cullen Drescher Speckhart Tel: +1 202 776 2052 Email: cspeckhart@cooley.com</p> <p>Olya Antle Tel: +1 202 776 2056 Email: oantle@cooley.com</p> <p>Dale Davis Tel: +1 202 776 2257 Email: dale.davis@cooley.com</p>

E-Service List:

ataylor@stikeman.com; lpillon@stikeman.com; mkonyukhova@stikeman.com; JMann@stikeman.com; pyang@stikeman.com; bketwaroo@stikeman.com; ahutchens@alvarezandmarsal.com; gkarpel@alvarezandmarsal.com; mbinder@alvarezandmarsal.com; sdedic@alvarezandmarsal.com; ZweigS@bennettjones.com; GillP@bennettjones.com; ShakraM@bennettjones.com; GrayT@bennettjones.com; fraserrichardsonl@bennettjones.com; linc.rogers@blakes.com; aimee.yee@blakes.com; caitlin.mcintyre@blakes.com; Gregg.Galardi@ropesgray.com; Max.Silverstein@ropesgray.com; skukulowicz@cassels.com; msassi@cassels.com; evan.cobb@nortonrosefulbright.com; mwasserman@osler.com; azalev@reflectadvisors.com; develeigh@reflectadvisors.com; redwards@gordonbrothers.com; kelly.smithwayland@justice.gc.ca; edward.park@justice.gc.ca; agc-pgc.toronto-tax-fiscal@justice.gc.ca; leslie.crawford@ontario.ca; insolvency.unit@ontario.ca; cindy.cheuk@gov.bc.ca; AGLSBRevTaxInsolvency@gov.bc.ca; aaron.welch@gov.bc.ca; ministryofjustice@gov.ab.ca; tra.revenue@gov.ab.ca; shelley.haner@gov.mb.ca; mbtax@gov.mb.ca; jus.minister@gov.sk.ca; max.hendricks@gov.sk.ca; fin.minister@gov.sk.ca; justweb@gov.ns.ca; FinanceWeb@novascotia.ca; notif-quebec@revenuquebec.ca; notif-montreal@revenuquebec.ca; lgalessiere@cglegal.ca; djmillier@tgf.ca; anesbitt@tgf.ca; ilias.hmimas@gowlingwlq.com; francois.viau@gowlingwlq.com; haddon.murray@gowlingwlq.com; alexandre.forest@gowlingwlq.com; bparker@dv-law.com; jbunting@tyrllp.com; dbish@torys.com; egolden@blaney.com; ckopach@blaney.com; yli@pureindustrial.ca; alemayroux@pureindustrial.ca; rchadwick@goodmans.ca; jpasquariello@goodmans.ca; aharmes@goodmans.ca; bankruptcy@simon.com; justin.connolly@unifor.org; uniforlocal40@gmail.com; Dayle.Steadman@unifor.org; ACampbell@ufcw1518.com; reception@ufcw1518.com; Joardan@usw1417.ca; Dana.Dunphy@unifor.org; jodi@uniforlocal240.ca; mbethel@teamsters31.ca; ufcw@ufcw1006a.ca; gbenchaya@richterconsulting.com; Sarah.Pinonnault@revenuquebec.ca; DanielCantin@revenuquebec.ca; michael.beeforth@dentons.com; harvey@chaitons.com; mwu@richterconsulting.com; mgottlieb@lolq.ca; awinton@lolq.ca; apang@lolq.ca; TWarnaar@kingsettcapital.com; TRavindrakumar@kingsettcapital.com; renghish@airdberlis.com; chorsten@airdberlis.com; dward@millerthomson.com; mcressatti@millerthomson.com; gcamelino@cglegal.ca; Tushara.Weerasooriya@mcmillan.ca; guneev.bhinder@mcmillan.ca; jeffrey.levine@mcmillan.ca; Toronto@desjam.com; rkim@riocan.com; stephen.mcleese@rbc.com; cl_commercial.mortgage@canadalife.com; td.cmgcommmtg@td.com; chris.golding@rbc.com; drake.guo@rbccm.com; evelyn.reynolds@rogers.com; Maryjaneturner@icloud.com; sposen@dickinsonwright.com; lbrzezina@blaney.com; namar@blaney.com; george@chaitons.com; jwolf@blaney.com; dullmann@blaney.com; bjones@blaney.com; jcaruso@fasken.com; mstephenson@fasken.com; sbrotman@fasken.com; ken.rosenberg@paliarerland.com; max.starnino@paliarerland.com; emily.lawrence@paliarerland.com; wadrummond6@gmail.com; larmstrong@lerner.ca; Jerriitt.Pawlyk@ca.dlapiper.com; isaac.belland@ca.dlapiper.com; Kerry.mader@live.com; sbrogers@mccarthy.ca; lwilliams@mccarthy.ca; abowron@mccarthy.ca; sdanielisz@mccarthy.ca; john.sandrelli@dentons.com; wei.shao@dentons.com; Maya@chaitons.com; Lyndac@chaitons.com; hmeredith@mccarthy.ca; tcourtis@mccarthy.ca; patrick.shea@gowlingwlq.com; russellm@caleywrap.com; evan.snyder@paliarerland.com; alisoncoville480@gmail.com; steven.mackinnon@bmo.com; David.Check@bmo.com; Raza.Qureshi@bmo.com; MichaelM.Johnson@bmo.com; micaeryu@mbb.ca; VeronicaCai@mbb.ca; janetlee@mbb.ca; william@sica.ca; brian@sica.ca; pmasic@rickettsharris.com; mwasserman@rickettsharris.com; drosenblat@osler.com; mitch.koczerginski@mcmillan.ca; ateodorescu@blaney.com; [sweisz@cozen.com](mailto>sweisz@cozen.com); DLallani@cozen.com; igor.mershon@aliceandolivia.com; legal@centricbrands.com; mkershaw@mccarthy.ca; gaplummer@mccarthy.ca; jwilson@westdellcorp.com; DPreger@dickinsonwright.com; mclarksonmaciel@cassels.com; jmarks@alvarezandmarsal.com; ahatnay@kmlaw.ca; jharnum@kmlaw.ca; rdrake@kmlaw.ca; ashamim@kmlaw.ca; jcurrie@mccarthy.ca; ikanji@osler.com; jiny@caleywrap.com; cmills@millerthomson.com; mightowler@millerthomson.com; hmanis@manislaw.ca; daniel@leyad.ca; dpereira@stradley.com; lmiller@fieldlaw.com; cj.harayda@stinson.com; BSnyder@TigerGroup.com; cdelfino@airdberlis.com; sgraff@airdberlis.com; Jsuess@riocan.com; rfrasca@riocan.com; matt.rossetti@adidas.com; Edward.Gores@novascotia.ca; Patrick.Magen@revenuquebec.ca; javersa@airdberlis.com; mlici@airdberlis.com; stephen.brown-okruhlik@mcmillan.ca;

clifton.prophet@gowlingwlq.com; patryk.sawicki@gowlingwlq.com; caroline.mallet@sisley.fr;
michelle.therriault@sisley.fr; heather.soss@sisley.fr; farah.baloo@unifor.org; blake.scott@unifor.org;
bryнна@ascentemploymentlaw.ca; Pviitre@sotos.ca; jleclerc@sotos.ca; jbrisebois@sotos.ca;
oantle@cooley.com; cspeckhart@cooley.com; dale.davis@cooley.com

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

**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 YSS 1 LP INC., HBC YSS 2 LP INC., HBC HOLDINGS GP
INC., SNOSPMIS LIMITED, 2472596 ONTARIO INC., and 2472598 ONTARIO INC.**

Applicants

INDEX

TAB	DESCRIPTION
1	Notice of Motion
2	Affidavit of Jennifer Bewley sworn March 21, 2025
A	Exhibit "A" – Restructuring Support Agreement
B	Exhibit "B" – Oberfeld Consulting Agreement
C	Exhibit "C" – Redline Comparison of Oberfeld Consulting Agreement against the Lease Monetization Consulting Agreement
D	Exhibit "D" – Amended Liquidation Consulting Agreement
E	Exhibit "E" – Redline Comparison of the Amended Liquidation Consulting Agreement compared against the Liquidation Consulting Agreement
F	Exhibit "F" – Financing Agreement
3	Draft Amended and Restated Initial Order
4	Redline of Draft Amended and Restated Initial Order to Initial Order
5	Redline of Draft Amended and Restated Initial Order to Version served March 17, 2025
6	Liquidation Order
7	Redline of Liquidation Order to Version served March 17, 2025

8	Lease Monetization Order
9	Redline of Lease Monetization Order to Version served March 17, 2025
10	SISP Order
11	Redline of SISP Order to Version served March 17, 2025

TAB 1

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

**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 YSS 1 LP INC., HBC YSS 2 LP INC., HBC HOLDINGS GP
INC., SNOSPMIS LIMITED, 2472596 ONTARIO INC., and 2472598 ONTARIO INC.**

Applicants

**NOTICE OF MOTION
(Returnable March 21, 2025)**

Hudson's Bay Company ULC Compagnie De La Baie D'Hudson SRI ("**Hudson's Bay**" or the "**Company**"), 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 YSS 1 LP Inc., HBC YSS 2 LP Inc., HBC Holdings GP Inc., Snospmis Limited, 2472596 Ontario Inc., and 2472598 Ontario Inc. (collectively, the "**Applicants**") will make a Motion before the Honourable Justice Osborne of the Ontario Superior Court of Justice (Commercial List) on March 21, 2025, at 10:00 a.m., or as soon after that time as the Motion can be heard.

PROPOSED METHOD OF HEARING: The Motion is to be heard in person at courtroom 8-1, 330 University Avenue, Toronto, Ontario, and via videoconference.

THE MOTION IS FOR:¹

1. The ARIO, the Liquidation Sale Approval Order, the Lease Monetization Order, and the SISP Order, in similar forms to the versions appended to the Motion Record of the Applicants dated March 14, 2020, with the following changes, among others:

- (a) authorizing the Company to repay the interim DIP Facility, terminating the existing DIP Charge (as defined in the Initial Order), and related relief;

¹ Capitalized terms used herein and not otherwise defined have the meanings ascribed to such terms in the Affidavits of Jennifer Bewley sworn March 14, 2025, and March 21, 2025, as applicable.

- (b) approving the Restructuring Support Agreement dated as of March 20, 2025, between the Loan Parties, the ABL Agent, and the Pathlight Agent (the “**Restructuring Support Agreement**”);
- (c) amending the stay of the JV Rent, and directing the Company to pay rent from and after March 7, 2025, to RioCan-Hudson’s Bay JV, YSS 1, YSS 2, and RioCan-Hudson’s Bay Ottawa LP (collectively, the “**JV Entities**”), as applicable, the monthly aggregate amount of \$7,000,000, plus applicable taxes, which amount shall be allocated between the 10 applicable leases on a pro-rata basis based on total contractual rent;
- (d) granting a Court-ordered priority charge over the Applicants’ Property in favour of the JV Entities, to secure any rent not paid by the Company after March 7, 2025, to the JV Entities (the “**JV Rent Charge**”);
- (e) approving the consulting agreement dated as of March 20, 2025 (the “**Oberfeld Consulting Agreement**”) between Hudson’s Bay and Oberfeld Snowcap Inc. (“**Oberfeld**”), pursuant to which Oberfeld will act as exclusive consultant for the purpose of, among other things, marketing Hudson’s Bay Canada’s Leases;
- (f) approving the amended consulting agreement dated as of March 20, 2025 (the “**Amended Liquidation Consulting Agreement**”) between Hudson’s Bay and the Liquidation Consultant; and
- (g) authorizing Hudson’s Bay to enter into the continuous premium installment contract (the “**Financing Agreement**”) with Imperial PFS Payments Canada, ULC (“**IPFS**”), pursuant to which IPFS will provide financing to the Company to purchase one or more property insurance policies (the “**Financed Policies**”).

2. Such further relief as this Honourable Court may deem just.

THE GROUNDS FOR THE MOTION ARE:

Background

1. On March 7, 2025, the Applicants were granted protection under the CCAA pursuant to the Initial Order, which among other things.

- (a) appointed A&M as the Monitor of the Applicants;

- (b) granted the Stay in favour of Hudson's Bay Canada and their D&Os until and including March 17, 2025;
- (c) extended the Stay to all rights of Third-Party Tenants against landlords of Hudson's Bay Canada that arise out of the insolvency of Hudson's Bay Canada or as a result of any steps taken by Hudson's Bay Canada pursuant to the Initial Order;
- (d) stayed the payment of rent from Hudson's Bay to RioCan-Hudson's Bay JV, YSS 1, or YSS 2, as applicable, other than post-filing rent due to landlords under the JV Head Leases;
- (e) approved the DIP Agreement dated as of March 7, 2025, between the Loan Parties, the DIP Agent, and the DIP Lender, pursuant to which the DIP Lender agreed to advance a total principal amount of up to \$16,000,000 and granted the corresponding DIP Lender's Charge over the Loan Parties' Property;
- (f) authorized the Applicants to pay pre-filing amounts to certain Critical Suppliers; and
- (g) granted the Administration Charge in the amount of \$2,800,000 and the Directors' Charge in the amount of \$26,300,00.

2. Since March 17, 2025, Company has engaged in numerous productive discussions with various stakeholders, the majority of whom have indicated continuing support for the sale processes and orders sought by the Applicants at the Comeback Motion.

Repayment of DIP Facility and Restructuring Support Agreement

3. The Applicants are seeking to repay the DIP Facility, the termination of the DIP Charge, and approval of the Restructuring Support Agreement.

4. As set out in the Updated Cash Flow Forecast, sales have exceeded the expectations of the Company and the Monitor outlined in the Cash Flow Forecast, as such the Applicants do not require further DIP financing to conduct the proposed Liquidation Sale, Lease Monetization Process and SISP, and the Applicants have sufficient funding to pay off the interim DIP Facility.

5. Since the Applicants are proposing to use the proceeds of sale of its inventory, which collateral is secured in favour of the ABL Agent and the Pathlight Agent, the Loan Parties entered into the Restructuring Support Agreement with the ABL Agent and the Pathlight Agent.

Post-Filing Rent

6. As set out in the Updated Cash Flow Forecast, subject to approval of the Restructuring Support Agreement, the Company is expected to have sufficient liquidity to pay the monthly aggregate amount of \$7,000,000, plus applicable taxes, to the JV Entities.

7. The Applicants are seeking to modify the stay of the JV from the Initial Order to permit the partial payments to the JV Entities, together with the JV Rent Charge in favour of the JV Entities to secure any post-filing rent not paid by the Company to the JV Entities.

Lease Monetization Consultant

8. The Applicants were initially seeking the approval of JLL to act as the Lease Monetization Consultant to assist with marketing Hudson's Bay Canada's Leases. It was necessary to replace the Broker, and the Company is now seeking approval of the Oberfeld Consulting Agreement, which is on substantially the same terms as the prior agreement with JLL.

Liquidation Consulting Agreement

9. The Applicants are seeking approval of the Amended Liquidation Consulting Agreement, which among other things:

- (a) changes the "Sale Commencement Date" to Monday, March 24, 2025; and
- (b) removes six stores from the Liquidation Sale.

Financed Policies

10. The Applicants are seeking approval of the Financing Agreement between the Company and IPFS, pursuant to which IPFS will provide financing to the Company for the purchase of necessary property insurance policies.

11. Financing the Financed Policies will assist with the Company's liquidity. As a requirement for IPFS to provide financing, it has required amendments to the ARIO which provide that none

of the Charges or Encumbrances apply to the Unearned Premiums (as defined in the Financing Agreement).

Orders

12. The Applicants, their advisors, the Monitor, and its counsel, have engaged in extensive discussions and negotiations with various stakeholders regarding the forms of the Liquidation Sale Approval Order, the Lease Monetization Order, and the SISP Order.

13. The Applicants have made significant progress and have made best efforts to address all stakeholders' concerns with the forms of the various orders being sought.

OTHER GROUNDS:

14. Sections 11, 11.3, 32 and 36 of the CCAA and the inherent and equitable jurisdiction of this Court.

15. Rules 1.04, 2.03, 3.02, 16, 37, and 39 of the Ontario *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, as amended.

16. Such further and other grounds as counsel may advise and this Court may permit.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the Motion:

1. The Affidavits of Jennifer Bewley sworn March 14, 2025, and March 20, 2025;
2. The First Report of the Monitor dated March 16, 2025, and the Supplement to the First Report of the Monitor dated March 21, 2025; and
3. Such further and other evidence as counsel may advise and this Court may permit.

March 21, 2025

STIKEMAN ELLIOTT LLP

Barristers & Solicitors
5300 Commerce Court West,
199 Bay Street
Toronto, ON M5L 1B9

Ashley Taylor LSO#: 39932E

Email: ataylor@stikeman.com
Tel: +1 416-869-5236

Elizabeth Pillon LSO#: 35638M

Email: lpillon@stikeman.com
Tel: +1 416-869-5623

Maria Konyukhova LSO#: 52880V

Email: mkonyukhova@stikeman.com
Tel: +1 416-869-5230

Philip Yang LSO#: 82084O

Email: PYang@stikeman.com
Tel: +1 416-869-5593

Brittney Ketwaroo LSO#: 89781K

Email: bketwaroo@stikeman.com
Tel: +1 416-869-5524

Counsel for the Applicants

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

Proceeding commenced at Toronto

**NOTICE OF MOTION
(Returnable March 21, 2025)**

STIKEMAN ELLIOTT LLP
Barristers & Solicitors
5300 Commerce Court West
199 Bay Street
Toronto, Canada M5L 1B9

Ashley Taylor LSO#: 39932E
Email: ataylor@stikeman.com
Tel: +1 416-869-5236

Elizabeth Pillon LSO#: 35638M
Email: lpillon@stikeman.com
Tel: +1 416-869-5230

Maria Konyukhova LSO#: 52880V
Email: mkonyukhova@stikeman.com
Tel: +1 416-869-5230

Philip Yang LSO#: 82084O
Email: PYang@stikeman.com
Tel: +1 416-869-5593

Brittney Ketwaroo LSO#: 89781K
Email: bketwaroo@stikeman.com
Tel: +1 416-869-5524

Lawyers for the Applicants

TAB 2

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

**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 YSS 1 LP INC., HBC YSS 2 LP INC., HBC HOLDINGS GP
INC., SNOSPMIS LIMITED, 2472596 ONTARIO INC., and 2472598 ONTARIO INC.**

Applicants

**AFFIDAVIT OF JENNIFER BEWLEY
(Sworn March 21, 2025)**

I, Jennifer Bewley, of the City of New York, in the State of New York, MAKE
OATH AND SAY:

1. I am the Chief Financial Officer of Hudson's Bay Company ULC Compagnie De La Baie D'Hudson SRI ("**Hudson's Bay**" or the "**Company**"), HBC Canada Parent Holdings Inc., HBC Canada Parent Holdings 2 Inc., and The Bay Holdings ULC, the Assistant Treasurer of HBC Bay Holdings I Inc. and HBC Bay Holdings II ULC, and the Treasurer of RioCan-HBC General Partner Inc. I have held these and other roles with Hudson's Bay Canada (as defined in my affidavit sworn on March 7, 2025, the "**First Bewley Affidavit**") and their affiliates over the course of my career with Hudson's Bay, having started with the Company in 2018.

2. Together with other members of management, I am responsible for overseeing the Applicants' (as defined in the First Bewley Affidavit) liquidity management and restructuring efforts. As such, I have knowledge of the matters to which I hereinafter depose, except where otherwise stated. I have also reviewed the records, press releases, and public filings of Hudson's Bay Canada and have spoken with certain of the directors, officers and/or employees of Hudson's Bay Canada, as necessary. Where I have relied upon such information, I believe such information to be true.

3. Capitalized terms used herein and not otherwise defined have the meaning ascribed to them in the First Bewley Affidavit and my affidavit sworn on March 14, 2025 (the "**Second**

Bewley Affidavit"). All references to currency in this affidavit are references to Canadian dollars, unless otherwise indicated.

4. I swore the Second Bewley Affidavit in support of the Applicants' Comeback Motion seeking the ARIO, the Liquidation Sale Approval Order, the Lease Monetization Order, and the SISP Order (the "**Comeback Motion**").

5. I swear this affidavit to describe certain amendments to the relief sought in the Comeback Motion, including, among other things:

- (a) authorizing the Company to repay the DIP Financing Obligations (as defined in the Initial Order) upon fulfillment of certain conditions, and related relief;
- (b) approving the Restructuring Support Agreement between the Loan Parties, the ABL Agent, the FILO Agent, and the Pathlight Agent (the "**Restructuring Support Agreement**") substantially in the form attached hereto as **Exhibit "A"**;
- (c) amending the stay of the JV Rent such that Hudson's Bay shall pay rent or other amounts to RioCan-Hudson's Bay JV, YSS 1, YSS 2, or RioCan-Hudson's Bay Ottawa LP under any Lease (collectively, the "**JV Leases**", and "**JV Lease**" means any of them) in excess of an aggregate amount of \$7,000,000 (plus applicable sales tax) in any calendar month (the "**JV Monthly Cap**"), which shall be payable on the same terms as all other Leases as provided for in the ARIO, provided that (i) to the extent any JV Lease is disclaimed or terminated, the JV Monthly Cap shall automatically be reduced by an amount equal to the pro rata amount attributable to such JV Lease based on the rent and other amounts payable under such JV Lease relative to all the other JV Leases, (ii) rent payable under the Leases for Georgian Mall and Oakville Place shall not be subject to the JV Monthly Cap, and the Loan Parties shall be permitted to pay such rent in accordance with the terms of such Leases in effect as at the commencement of the CCAA Proceedings, (iii) the JV Monthly Cap for March 2025 shall be reduced by the aggregate amount paid by the Loan Parties under the JV Leases for the period of March 1, 2025 to and including March 7, 2025, and (iv) any amounts due and payable under any JV Lease during the CCAA Proceedings not permitted to be paid under this paragraph shall (A) accrue with interest at the

same rate as the DIP Facility and (B) be secured by the JV Rent Charge (as defined below);

- (d) granting a Court-ordered priority charge over the Applicants' Property in favour of RioCan-Hudson's Bay JV, YSS 1, YSS 2, or RioCan-Hudson's Bay Ottawa LP, to secure any rent not paid by the Company after March 7, 2025, to RioCan-Hudson's Bay JV, YSS 1, YSS 2, or RioCan-Hudson's Bay Ottawa LP under any JV Lease (the "**JV Rent Charge**");
- (e) approving the consulting agreement dated as of March 20, 2025 (the "**Oberfeld Consulting Agreement**") between Hudson's Bay and Oberfeld Snowcap Inc. ("**Oberfeld**"), pursuant to which Oberfeld will act as exclusive consultant for the purpose of, among other things, marketing Hudson's Bay Canada's Leases;
- (f) approving the amended consulting agreement dated as of March 20, 2025 (the "**Amended Liquidation Consulting Agreement**") between Hudson's Bay and the Liquidation Consultant; and
- (g) authorizing Hudson's Bay to enter into the continuous premium installment contract (the "**Financing Agreement**") with Imperial PFS Payments Canada, ULC ("**IPFS**"), pursuant to which IPFS will provide financing to the Company to purchase one or more property insurance policies (the "**Financed Policies**").

I. OVERVIEW OF THE APPLICANTS' ACTIVITIES SINCE THE COMEBACK MOTION

6. Since March 17, 2025, Company has engaged in numerous productive discussions with various stakeholders, the majority of whom have indicated continuing support for the sale processes and orders sought by the Applicants at the Comeback Motion.

7. The Company has also continued to act in good faith and with due diligence to stabilize its operations, and management is continuing to work hard to identify a restructuring solution.

A. Repayment of DIP Facility and Restructuring Support Agreement

8. At the commencement of the CCAA Proceedings, the Court approved an interim DIP Facility that allowed the Company to operate during the 10-day period prior to the Comeback Motion.

9. The Company and the Monitor have prepared an updated cash flow projection, attached as an appendix to the Supplement to the First Report of the Monitor dated March 21, 2025 (the **“Updated Cash Flow Forecast”**). As set out in the Updated Cash Flow Forecast, sales have exceeded the expectations of the Company and the Monitor outlined in the Cash Flow Forecast, and it has become clear that not only do the Applicants not require further DIP financing to conduct the proposed Liquidation Sale, Lease Monetization Process and SISP, but the Applicants have sufficient funding to pay off the DIP Financing Obligations.

10. Since the Applicants are proposing to pay the DIP Financing Obligations using the proceeds from the sale of its inventory, which collateral is secured in favour of the ABL Agent, the FILO Agent, and the Pathlight Agent, the Loan Parties will enter into the form of the Restructuring Support Agreement with the ABL Agent, the FILO Agent, and the Pathlight Agent.

11. Among other things, the Restructuring Support Agreement:

- (a) provides that the proceeds of sale of the Company’s assets (including its inventory) shall be applied in accordance with a priority waterfall;
- (b) requires the Company to provide budgets and comply with certain variance thresholds in such budgets;
- (c) does not provide the Agents with consent rights in connection with the Amended Liquidation Consulting Agreement;
- (d) contains similar representations and warranties, covenants, events of default, and remedies contemplated in the interim DIP Facility; and
- (e) is subject to the terms of the ABL/Pathlight Intercreditor Agreement.

12. I understand that the Monitor is supportive of repaying the DIP Financing Obligations, terminating the DIP Charge (as defined in the Initial Order), and entering into the Restructuring Support Agreement.

B. Post-Filing Rent

13. As set out in the Updated Cash Flow Forecast, subject to approval of the Restructuring Support Agreement, the Company is expected to have sufficient liquidity to pay the monthly aggregate amount of \$7,000,000, plus applicable taxes, in respect of the JV Rent.

14. In connection with the partial payment of the JV Rent, the Applicants are seeking approval of the JV Rent Charge in favour of the JV Entities to secure any post-filing rent not paid by the Company to the JV Entities.

15. I understand that the Monitor is supportive of the Company paying the monthly aggregate amount of \$7,000,000, plus applicable taxes, to the JV Entities, and the granting of the JV Rent Charge. The priority of the Charges in the ARIO is therefore proposed to be as follows (after repayment of the interim DIP Facility):

With respect to all Property other than the Loan Parties' Property:

First – Administration Charge (to the maximum amount of \$2,800,000);

Second – KERP Charge (to the maximum amount of \$3,000,000);

Third – Directors' Charge (to the maximum amount of \$13,500,000);

Fourth – JV Rent Charge; and

Fifth – Directors' Charge (to the maximum amount of \$35,700,000).

With respect to the Loan Parties' Property, subject in all cases to the priority waterfall set out in the Restructuring Support Agreement, as amongst themselves, as follows:

Priority Ranking	ABL Priority Collateral	Pathlight Priority Collateral	Other Collateral (as defined in the Restructuring Support Agreement)
1 st	Administration Charge (to the maximum amount of \$2,800,000).	Administration Charge (to the maximum amount of \$2,800,000).	Administration Charge (to the maximum amount of \$2,800,000).
2 nd	KERP Charge (to the maximum amount of \$3,000,000).	KERP Charge (to the maximum amount of \$3,000,000).	KERP Charge (to the maximum amount of \$3,000,000).
3 rd	All amounts owing under the Revolving Credit Facility and FILO Credit Facility (other than Excess ABL Obligations).	All amounts owing under the Pathlight Credit Facility (other than Excess Term Loan Obligations).	Directors' Charge (to the maximum amount of \$13,500,000).
4 th	Directors' Charge (to the maximum amount of \$13,500,000).	All amounts owing under the Revolving Credit Facility and FILO Credit Facility (other than Excess ABL Obligations).	JV Rent Charge.
5 th	JV Rent Charge.	Directors' Charge (to the maximum amount of \$13,500,000).	Directors' Charge (to the maximum amount of \$35,700,000).
6 th	Directors' Charge (to the maximum amount of \$35,700,000).	JV Rent Charge.	
7 th	All amounts owing under the Pathlight Credit Facility (other than Excess Term Loan Obligations).	Directors' Charge (to the maximum amount of \$35,700,000).	

C. Lease Monetization Consultant

16. The Applicants were initially seeking approval of JLL to act as the Lease Monetization Consultant to assist with the marketing of Hudson's Bay Canada's Leases.

17. Shortly before the Comeback Motion, the Applicants were made of aware of a professional conflict between JLL and certain Landlords of the Company. Shortly thereafter, Reflect, in consultation with the Applicants and the Monitor, contacted several other real estate

advisory firms, including Oberfeld, regarding their interest and ability to act as the Company's real estate advisor and assist with marketing the Leases in the Lease Monetization Process.

18. The Company, with advice from its advisors and in consultation with the Monitor, entered into the Oberfeld Consulting Agreement on March 21, 2025, on substantially the same terms as the prior agreement with JLL. A copy of the Oberfeld Consulting Agreement is attached hereto as **Exhibit "B"**, and a redline comparison of the Oberfeld Consulting Agreement against the Lease Monetization Consulting Agreement is attached hereto as **Exhibit "C"**.

D. Liquidation Consulting Agreement

19. The Applicants are seeking approval of the Amended Liquidation Consulting Agreement, which among other things:

- (a) changes the "Sale Commencement Date" to Monday, March 24, 2025; and
- (b) removes the following six stores from the Liquidation Sale:
 - (i) 176 Yonge Street, Toronto, ON;
 - (ii) Yorkdale Shopping Center, Toronto, ON;
 - (iii) Hillcrest Mall, Richmond Hill, ON;
 - (iv) Downtown, Montreal, QB;
 - (v) Carrefour Laval, Laval, QC; and
 - (vi) Pointe-Claire, QC.

20. A copy of the Amended Liquidation Consulting Agreement is attached hereto as **Exhibit "D"**, and a redline comparison of the Amended Liquidation Consulting Agreement compared against the Liquidation Consulting Agreement is attached hereto as **Exhibit "E"**.

E. Financed Policies

21. The Applicants are seeking approval of the Financing Agreement between the Company and IPFS, pursuant to which IPFS will provide financing to the Company for the purchase of necessary property insurance policies.

22. The Company currently owes \$5,400,000 under its property insurance policy, which is due in full the week of March 24, 2025. The Company is of the view that the preferred course of action is to finance its property insurance policies whereby \$1,600,000 would be paid initially, followed by monthly installments of \$431,000.

23. Financing the payment with respect to the Financed Policies will assist with the Company's liquidity. As a requirement for IPFS to provide financing, it has required amendments to the ARIO which provide that none of the Charges or Encumbrances apply to the Unearned Premiums (as defined in the Financing Agreement).

24. A copy of the form of Financing Agreement is attached hereto as **Exhibit "F"**.

25. I understand that the Monitor supports Court approval of the Financing Agreement.

F. Orders

26. The Applicants, their advisors, the Monitor, and its counsel, have engaged in extensive discussions and negotiations with various stakeholders regarding the forms of the Liquidation Sale Approval Order, the Lease Monetization Order, and the SISP Order.

27. The Applicants have made significant progress and have made best efforts to address all stakeholders' concerns with the forms of the various orders being sought.

28. Clean copies of the draft orders being sought, together with redlines to the versions last served on the Service List in the CCAA Proceedings on Monday, March 17, 2025 (and in the case of the ARIO, an additional redline to the Initial Order) are included in the Supplementary Motion Record of the Applicants dated March 21, 2025.

II. CONCLUSION

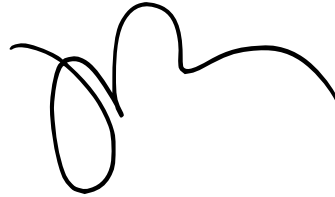
29. For the reasons set out above, I believe that it is in the interest of the Applicants and their stakeholders that this Court grant the relief requested in accordance with the terms of the proposed ARIO, the Liquidation Sale Approval Order, the Lease Monetization Order, and the SISP Order.

31. I swear this affidavit in support of the Applicants' Motion and for no other or improper purpose.

SWORN remotely via videoconference, by Jennifer Bewley, stated as being located in the City of New York, in the State of New York, before me at the City of Toronto, in Province of Ontario, this 21st day of March, 2025, in accordance with O. Reg 431/20, Administering Oath or Declaration Remotely.

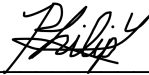


Commissioner for Taking Affidavits, etc.
Philip Yang | LSO #820840



JENNIFER BEWLEY

EXHIBIT "A"
referred to in the Affidavit of
JENNIFER BEWLEY
Sworn March 21, 2025

A handwritten signature in black ink, appearing to read "Philip Y.", is positioned above a horizontal line.

Commissioner for Taking Affidavits

RESTRUCTURING SUPPORT AGREEMENT

Hudson Bay Company ULC

Dated as of March [21], 2025

BORROWER:	Hudson Bay Company ULC (the “ Borrower ”).
GUARANTORS:	HBC Canada Parent Holdings 2 Inc., HBC Canada Parent Holdings Inc., The Bay Holdings ULC, The Bay Limited Partnership, HBC Bay Holdings I Inc., and HBC Bay Holdings II ULC (collectively, the “ Guarantors ”).
LOAN PARTIES:	The Borrower and the Guarantors (collectively, the “ Loan Parties ”, and “ Loan Party ” means each of them).
Pre-Filing ABL Agent	Bank of America, N.A. (including acting through branches and affiliates) in its capacity as administrative agent and collateral agent
Pre-Filing FILO Agent	Restore Capital, LLC in its capacity as agent for the FILO Term Lenders under the Pre-Filing ABL Credit Agreement
Pre-Filing Term Loan Agent	Pathlight Capital LP, in its capacity as administrative agent under the Pre-Filing Term Loan Credit Agreement.

WHEREAS on March 7, 2025 (the “**Filing Date**”) the Loan Parties, together with certain affiliated entities, commenced proceedings (the “**CCAA Proceedings**”) pursuant to the *Companies’ Creditors Arrangement Act* (Canada) (“**CCAA**”) before the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) and Alvarez & Marsal Canada Inc. was appointed as monitor (the “**Monitor**”).

AND WHEREAS, pursuant to the Initial Order, the Court, among other things, approved the terms of a Junior DIP Term Sheet dated March 7, 2025 providing the borrowing of an aggregate principal amount of \$16,000,000 (the “**DIP Facility**”) on a junior basis, subject to certain Permitted Priority Liens.

AND WHEREAS The Loan Parties’ business operations and the Budget support the repayment of the DIP Facility and, notwithstanding the Priority Waterfall, Pre-ABL Agent, Pre-Filing FILO Agent and Pre-Filing Term Loan Agent (collectively, the “**Agents**”) have consented to the repayment of the DIP Facility.

AND WHEREAS the Agents each assert Liens in respect of the Collateral for the benefit of themselves and the lenders they represent securing outstanding liabilities in the aggregate principal amount in excess of [**\$250,000,000**].

AND WHEREAS the Loan Parties require the continued use of Collateral in order to finance the pursuit of an Orderly Liquidation or Permitted Restructuring Transaction and, to induce the Agents to support the Liquidation Sale, Lease Solicitation Process and SISP, the Loan Parties have agreed to use the Collateral solely in accordance with the terms hereof.

NOW THEREFORE, the parties, in consideration of the foregoing and the mutual agreements contained herein (the receipt and sufficiency of which are hereby acknowledged), agree as follows:

1. **DEFINED TERMS** Unless otherwise defined herein, capitalized words and phrases used in this Agreement have the meanings given thereto in Schedule “A” and capitalized terms used herein and not otherwise defined herein or in Schedule “A” hereto shall have the meanings ascribed to them in the SISP.
2. **PURPOSE AND PERMITTED PAYMENTS:** To facilitate the repayment of the Borrower’s obligations, the Borrower shall use its cash solely for the following purposes and in the following order, in each case in accordance with the Budget, the Initial Order and the ARIO and the purposes of advancing and implementing an Orderly Liquidation or a Permitted Restructuring Transaction:
 - (a) to pay the reasonable and documented legal and financial advisory fees and expenses of (i) the Loan Parties, (ii) the Monitor (i.e. the Monitor’s fees and those of its legal counsel), and (iii) the Agents, in each case pursuant to the terms hereof;
 - (b) to fund, in accordance with the Budget, the Loan Parties’ operating expenditures during the CCAA Proceedings, including the working capital and other general corporate funding requirements of the Loan Parties during such period, including any post filing obligations under any Liquidation Services Agreement, the Memo Consignment Agreement and with Participating Concession Vendors; and
 - (c) to pay the interest on the amounts owing in connection with the Pre-Filing ABL Credit Agreement and the Pre-Filing Term Loan Credit Agreement at the default rates currently being charged under such agreements and provided for in the Budget and to pay fees and expenses owing in connection with the Pre-Filing ABL Credit Agreement (including without limitation any costs, expenses and exposure resulting from fluctuations in exchange rates affecting any Revolving Obligations (as defined in the Pre-Filing ABL Credit Agreement)) and the Pre-Filing Term Loan Credit Agreement.

For greater certainty, and other than as expressly set out herein, the Loan Parties may not use their cash to pay any obligations of the Loan Parties and Non-Applicant Stay Parties arising or relating to the period prior to the Filing Date (including for greater certainty Sales Taxes accrued prior to the Filing Date, whether or not due and payable after the Filing Date) without prior written consent of the Agents unless the payment of such pre-Filing Date obligations are specifically identified in the Budget and authorized pursuant to the Initial Order or any subsequent Court Order.

3. **INTER-COMPANY ADVANCES:** No intercompany advances, distributions, or other payments may be made unless provided for in the Budget or consented to by the Agents and the Monitor and for greater certainty, no intercompany advances, distributions or other payments shall be made to Non-Loan Party Applicants.
4. **PERMITTED LIENS AND PRIORITY** All of the Collateral will be free and clear of all Liens except for Permitted Liens.
5. **PRE-FILING ABL AGENT CONSENT AND CONSULTATION RIGHTS** Following the fulfillment of the Loan Parties obligations under Section 13(e) hereof, the Pre-Filing ABL Agent shall no longer have any of the consent or consultation rights contemplated hereby.
6. **APPLICATION OF PROCEEDS:** Proceeds of Collateral (for the avoidance of doubt, net of any fees or commissions arising under any Liquidation Services Agreement) shall be applied in accordance with the priority waterfall set on Schedule “**B**” (the “**Priority Waterfall**”) and all proceeds applied to ABL Obligations shall be applied as set forth in Section 8.03 of the Pre-Filing ABL Credit Agreement.
7. **MONITOR** The monitor in the CCAA Proceedings shall remain Alvarez and Marsal Canada Inc. (the “**Monitor**”).
8. **BUDGET:** Attached hereto as Schedule “**C**” is a copy of the agreed summary Budget (excluding supporting documentation provided to the Agents in connection therewith) as in effect on the date hereof (the “**Budget**”) which the Agents acknowledge and agree is in form and substance satisfactory to the Agents. Such Budget shall be the Budget referenced in this Agreement unless and until such time as an Updated Budget has been approved by the Agents in accordance with this Section 8.
 - (a) At the written request of any of the Agents (including by email), (b) at the election of the Borrower, or (c) upon a material change or a material change reasonably anticipated by the Borrower, to any item set forth in the Budget, the Borrower shall update and propose a revised 13-week Budget (the “**Updated Budget**”). The Agents may make such request up to once every two weeks and if such request is made, the Borrower shall submit the Updated Budget no later than five Business Days following receipt of the request. Such Updated Budget shall have been reviewed and approved by the Monitor prior to submission to the Agents. If the Agents determine that the Budget is not acceptable, it shall provide written notice to the Borrower and the Monitor within three Business Days following receipt of the Updated Budget stating that the Updated Budget is not acceptable and setting out the reasons why such Updated Budget is not acceptable. For greater certainty, until the Borrower has delivered a revised Updated Budget acceptable to the Agents, the prior Budget shall remain in effect and if the Agents do not respond within three Business Days to a submitted Updated Budget, they shall be deemed to have accepted such Updated Budget.

9. **VARIANCE REPORTING:** On or before 3:00 p.m. Eastern Time on the Wednesday of every week commencing with the first full week after the date hereof (provided that such day is a Business Day and, if not, on the next Business Day) the Borrower shall deliver to the Monitor, the Agents and their legal and financial advisors a variance calculation (the “**Variance Report**”) setting forth actual receipts and disbursements for the preceding week and on a cumulative basis (each a “**Testing Period**”) as against the then-current Budget, and setting forth all the variances, on a line-item and aggregate basis in comparison to the amounts set forth in respect thereof for such Testing Period in the Budget; each such Variance Report to be promptly discussed with the Agents and their legal and financial advisors, if so requested. Each Variance Report shall include reasonably detailed explanations for any material variances during the relevant Testing Period.
10. **EXCESS CASH:** In the event the Loan Parties have Excess Cash, the Excess Cash shall be deposited in the Monitor’s Trust Account and, in the Monitor’s discretion, may be advanced to the Borrower to satisfy post-filing payment obligations incurred in accordance with the Budget to the extent the Loan Parties have insufficient cash on hand to satisfy such obligations.
11. **REPRESENTATIONS AND WARRANTIES:** The Loan Parties represent and warrant to the Agents upon which the Agents are relying in entering into this Agreement, that:
- (a) This Agreement and the performance of the obligations of the Loan Parties contemplated by this Agreement upon the granting of the ARIQ:
 - (i) are within the powers of the Loan Parties;
 - (ii) have been duly executed and delivered by or on behalf of the Loan Parties;
 - (iii) constitute legal, valid and binding obligations of the Loan Parties, enforceable against the Loan Parties in accordance with their terms;
 - (iv) do not require any material authorization from, the consent or approval of, registration or filing with, or any other action by, any Governmental Authority or any third party; and
 - (v) will not violate the charter documents, articles by-laws or other constating documents of the Loan Parties or any Applicable Law relating to the Loan Parties;
 - (b) The business operations of the Loan Parties have been and will continue to be conducted in material compliance with all laws of each jurisdiction in which the business has been or is carried out;

- (c) The Loan Parties own their assets and undertaking free and clear of all Liens other than Permitted Liens;
- (d) The Loan Parties have been duly formed and are validly existing under the laws of their jurisdictions of incorporation or formation;
- (e) All Material Contracts are in full force and effect and are valid, binding and enforceable by the Loan Parties in accordance with their terms and the Loan Parties have no knowledge of any material default that has occurred and is continuing thereunder (other than those defaults arising as a result of the commencement of the CCAA Proceedings) or are not otherwise stayed by the Initial Order;
- (f) The Loan Parties are not aware of any introduction, amendment, repeal or replacement of any law or regulation being made or proposed which could reasonably be expected to have a material adverse effect on the Loan Parties or their business;
- (g) No Default or Event of Default has occurred and is continuing; and
- (h) *Pension Plans*
 - (i) Each Pension Plan is duly registered under the ITA and applicable pension standards legislation. Each Pension Plan is and has been administered in accordance with Applicable Law and the terms of such plan, and no event has occurred which could cause the loss of the registered status of any such Pension Plan. All obligations of each Loan Party (including fiduciary, funding, investment and administration obligations) required to be performed in connection with the Pension Plans and the funding agreements thereunder have been performed on a timely basis.
 - (ii) All employee and employer contributions (including special payments and any other payments in respect of any funding deficiencies or shortfalls) or premiums required to be made or remitted by any Loan Party to the Pension Plans under the terms of the applicable plan and Applicable Law have been properly made, or withheld and remitted to the funding arrangement for the plan in accordance with the terms of the applicable plan and Applicable Law, and no unfunded liability or solvency deficiency exists under any Pension Plans.

12. LIQUIDATION

The liquidation will commence no later than March [24], 2025, provided however that a maximum of six of the Loan Parties' retail stores may be excluded from the liquidation to assist the Loan Parties in their pursuit of a Permitted Restructuring Transaction in respect of such excluded stores. In the event that the Loan Parties have not received a firm commitment in respect of a Permitted Restructuring Transaction in connection with such excluded

stores on or before April 4, 2025, then such excluded stores shall be included in the liquidation starting April 5, 2025.

13. **AFFIRMATIVE
COVENANTS:**

The Loan Parties agree to do, or cause to be done, the following:

- (a) Allow representatives or advisors of the Agents reasonable access to the books, records, financial information and electronic data rooms of or maintained by the Loan Parties, and cause management, the financial advisor and/or legal counsel of the Loan Parties to cooperate with reasonable requests for information by the Agents and its legal and financial advisors, in each case subject to (A) solicitor-client privilege, (B) all Court Orders and (C) applicable privacy laws;
- (b) Deliver to the Agents the reporting and other information from time to time reasonably requested by it and as set out in this Agreement including, without limitation, the Variance Reports at the times set out herein;
- (c) Use any cash receipts received from and after the Filing Date only in accordance with the restrictions set out in this Agreement and pursuant to the Budget and the Court Orders;
- (d) Comply with the provisions of the ARIO and all other Court Orders;
- (e) Within three weeks of the date hereof, in accordance with the Budget, utilize cash receipts from the sale of inventory to (i) cash collateralize all L/C Obligations (in an amount equal to 104% of the face amounts thereof) and to provide cash collateral for Bank Product Obligations, cash management obligations, costs, expenses, fee amounts and contingent reimbursement or unasserted contingent indemnification obligations in an amount reasonably agreed to by the Pre-Filing ABL Agent, and (ii) (subject to prior confirmation of the validity and enforceability of the security interests of the Pre-Filing ABL Agent by the Monitor's independent counsel) repay (including authorizing the Pre-Filing ABL Agent to apply all cash held in the bank account ending in xx8203 to the foregoing cash collateralization and repayment) all such obligations as they become due and owing (other than Excess ABL Obligations). In the event the Pre-Filing ABL Agent releases cash collateral back to the Loan Parties, such cash collateral will be deposited into the Monitor's Trust Account and will not be available to be reborrowed and will be distributed in accordance with the Priority Waterfall following Court approval;

- (f) Preserve, renew and keep in full force their corporate existence subject to the liquidation pursuant to the Liquidation Services Agreement;
- (g) Preserve, renew and keep in full force and effect all licenses and permits necessary to carry on their business;
- (h) Conduct their businesses in accordance with, and otherwise comply with, the Budget, subject to the Permitted Variance;
- (i) Promptly notify the Agents of the occurrence of any Default or Event of Default;
- (j) Comply in all material respects with Applicable Law, except to the extent not required to do so pursuant to any Court Order;
- (k) Provide the Agents and their counsel draft copies of all motions, applications, proposed Court Orders and other materials or documents that the Loan Parties intend to file in the CCAA Proceedings at least two Business Days prior to any such filing or, where it is not practically possible to do so within such time, as soon as possible and in any event not less than one day prior to the date on which such motion, application, proposed Court Order or other materials or documents are served on the service list in respect of the applicable CCAA Proceedings; provided that motion materials and similar pleadings that affect the Agents shall be reasonably satisfactory to the Agents;
- (l) Promptly provide notice to the Agents and their counsel and keep them otherwise apprised of any material developments in respect of any Material Contract;
- (m) At all times maintain adequate insurance coverage of such kind and such amounts and against such risks as is customary for the business of the Loan Parties with financial sound and reputable insurers in coverage and scope acceptable to the Agents;
- (n) Promptly, upon becoming aware thereof, provide details of the following to the Agents:
 - (i) any pending, or threatened claims, potential claims, litigation, actions, suits, arbitrations, other proceedings or notices received in respect of same, against the Loan Parties, by or before any court, tribunal, Governmental Authority or regulatory body, which are not stayed by the Initial Order and would be reasonably likely to result, individually or

in the aggregate, in a judgment not covered by insurance in excess of \$1,000,000;

- (ii) any existing (or threatened in writing) default or dispute with respect to any of the Material Contracts which are not stayed by the Initial Order; and
 - (iii) subject to appropriate confidentiality arrangements, any indications of interest, proposals or offers for any of the Collateral received by any Loan Party or the Monitor as part of the SISP or otherwise outside the ordinary course of business.
- (o) Strictly comply with the terms of all Court Orders; and
 - (p) Consult with the Agents with respect to the proposed termination or disclaimer of any Real Property Lease;
 - (q) Comply with the Milestones set forth on Schedule “D” hereof; and
 - (r) Deliver the Budgets and Variance Reports required under Section 8.

14. **NEGATIVE
COVENANTS:**

The Loan Parties covenant and agree not to do, or cause not to be done the following, other than with the prior written consent of the Agents or as otherwise determined by the Court:

- (a) Transfer, lease or otherwise dispose of all or any part of its property, assets or undertaking outside of the ordinary course of business, except for any disposition permitted under any Liquidation Services Agreement or the disposition of obsolete or worn-out equipment or assets consistent with past practice, or assets of nominal value unless in accordance with the Initial Order or any subsequent Court Order and this Agreement;
- (b) Make any payment, including, without limitation, any payment of principal, interest or fees, in respect of pre-Filing Date indebtedness, or in respect of any other pre-Filing Date liabilities, including payments with respect to pre-Filing Date trade or unsecured liabilities of the Borrower, other than in accordance with the Initial Order or any subsequent Court Order and the Budget; provided that the Loan Parties shall (i) remit (x) any fees owing under the Liquidation Services Agreement or Memo Consignment Agreement, or (y) proceeds in respect of Consigned Goods, (ii) pay interest on the amounts owing in connection with the Pre-Filing ABL Credit Agreement and the Pre-Filing Term Loan Credit Agreement at the default rates currently being charged under such agreements and provided for in the Budget and fees and expenses of the Pre-Filing ABL Agent and Pre-Filing FILO

Agent pursuant to the terms of this Agreement, and (iv) pay the expenses of the Pre-Filing Term Loan Agent pursuant to the terms of this Agreement and provided for in the Budget.

- (c) (i) Create or permit to exist any indebtedness other than (A) the indebtedness existing as of the date of this Agreement, including fees, interest and expenses that may be capitalized from time to time to the principal amount of the Term Loan Obligations or the ABL Obligations, and (B) post-filing trade payables or other unsecured obligations incurred in the ordinary course of business on or following the Filing Date in accordance with the Budget and the Initial Order, or (ii) make or give any financial assurances, in the form of bonds, letter of credit, financial guarantees or otherwise to any Person or Governmental Authority other than those existing as of the date of this Agreement or with the prior written consent of the Agents;
- (d) Other than with the prior written consent of the Agents or as provided for in the Budget make (i) any distribution, dividend, return of capital or other distribution in respect of equity securities (in cash, securities or other property or otherwise); or (ii) a retirement, redemption, purchase or repayment or other acquisition of equity securities or indebtedness (including any payment of principal, interest, fees or any other payments thereon) ;
- (e) Other than in accordance with the Budget or with the prior written consent of the Agents, make any investments or acquisitions of any kind, direct or indirect, in any other business or otherwise;
- (f) Pay, incur any obligation to pay, or establish any retainer with respect to the fees, expenses or disbursements of a legal, financial or other advisor of any party, (other than (i) the Monitor and its legal counsel, (ii) the respective legal, financial and other advisors of the Loan Parties¹, (iii) respective legal advisors of the Agents to the terms of this Agreement and provided for in the Budget (or paid out of proceeds of ABL Priority Collateral and Term Loan Priority Collateral respectively) unless such fees, expenses or disbursements, as applicable, are reviewed and confirmed in advance by the Agents, and (iv) any advisor other than in accordance with the Liquidation Services Agreement or the Lease Solicitation Process approved by the Court;
- (g) Create or permit to exist any Liens on any of their properties or assets other than the Permitted Liens;

¹ Removed so to allow for retention of advisors, as needed (e.g. KPMG for tax matters).

- (h) Create or establish any employee retention plan or similar benefit plan for any employees of the Loan Parties, except as reflected in the approved Budget;
- (i) Make any payments or expenditures (including capital expenditures) other than in accordance with this Agreement and the Budget, subject to the Permitted Variance;
- (j) Terminate or disclaim any Material Contract or amend any Material Contract in any material adverse manner except with the prior consent of the Agents, acting reasonably;
- (k) Seek to obtain, or consent to or fail to oppose a motion brought by any other Person for, approval by the Court of any Restructuring Transaction other than a Permitted Restructuring Transaction;
- (l) Amalgamate, consolidate with or merge into or sell all or substantially all of its assets to another entity, or change its corporate or capital structure (including its organizational documents) or enter into any agreement committing to such actions except pursuant to (i) a Permitted Restructuring Transaction or (ii) a Restructuring Transaction other than a Permitted Restructuring Transaction;
- (m) Make an announcement in respect of, enter into any agreement or letter of intent with respect to, or attempt to consummate, or support an attempt to consummate by another party, any transaction or agreement outside the ordinary course of business except in connection with the Lease Solicitation Process, a Permitted Restructuring Transaction or the Liquidation Services Agreement;
- (n) Seek or obtain an order from the Court that materially adversely affects the Agents;
- (o) Enter into any settlement agreement or agree to any settlement arrangements in an amount involving a payment of \$1,000,000 or greater with any Governmental Authority or regulatory authority in connection with any litigation, arbitration, other investigations, proceedings or disputes or other similar proceedings which are (to the knowledge of the Borrower) threatened or pending against any one of them, or make any payments or refunds to retail customers outside the ordinary course of business, in either case, other than those set out in the Budget;
- (p) Without the approval of the Court or the prior written consent of the Agents, cease to carry on its business or activities or any material component thereof as currently being conducted or modify or alter in any material manner

the nature and type of its operations or business except liquidations contemplated by the Liquidation Services Agreement;

- (q) Seek, or consent to the appointment of, a receiver, interim receiver, or trustee in bankruptcy or any similar official in any jurisdiction;
- (r) Unless and until all Senior Indebtedness is repaid in full, notwithstanding anything else in this Agreement, pay any Sales Taxes accrued prior to the Filing Date (whether or not due or payable after the Filing Date) in excess of \$6.8 million; or
- (s) Pay any rent or other amount to RioCan-HBC Limited Partnership, HBC YSS 1 Limited Partnership HBC YSS 2 Limited Partnership or RioCan-Hudson's Bay Ottawa Limited Partnership under any Real Property Lease (collectively, the "**JV Leases**", and "**JV Lease**" means any of them) in excess of an aggregate amount of \$7,000,000 (plus applicable sales tax) in any calendar month (the "**JV Monthly Cap**"), which shall be payable on the same terms as all other Real Property Leases as provided for in the ARIO, provided that (i) to the extent any JV Lease is disclaimed or terminated, the JV Monthly Cap shall automatically be reduced by an amount equal to the pro rata amount attributable to such JV Lease based on the rent and other amounts payable under such JV Lease relative to all the other JV Leases, (ii) rent payable under the Real Property Leases for Georgian Mall and Oakville Place shall not be subject to the JV Monthly Cap, and the Loan Parties shall be permitted to pay such rent in accordance with the terms of such Real Property Leases in effect as at the commencement of the CCAA Proceedings, (iii) the JV Monthly Cap for March 2025 shall be reduced by the aggregate amount paid by the Loan Parties under the JV Leases for the period of March 1, 2025 to and including March 7, 2025, and (iv) any amounts due and payable under any JV Lease during the CCAA Proceedings not permitted to be paid under this Section 14(s) shall (A) accrue with interest at the same rate as the DIP Facility and (B) be secured by the RioCan-HBC Charge.

**15. EVENTS OF
DEFAULT:**

The occurrence of any one or more of the following events shall constitute an event of default (each an "**Event of Default**") under this Agreement:

- (a) Failure of the Loan Parties to perform or comply with any covenant under Section 14 hereof;
- (b) Failure of the Loan Parties to perform or comply with any term, condition, covenant or obligation pursuant to this Agreement and

such failure remains unremedied for more than five Business Days, *provided that*, where another provision in this Section 15 provides for a shorter or no cure period in respect of a particular Event of Default, such other provision shall apply;

- (c) Issuance of any Court Order (i) dismissing the CCAA Proceedings or lifting the stay of proceedings therein to permit the enforcement of any security against the Loan Parties or the Collateral, the appointment of a receiver, interim receiver or similar official, an assignment in bankruptcy, or the making of a bankruptcy order or receivership order against or in respect of any of the Loan Parties, in each case which order is not stayed pending appeal thereof, and other than in respect of non-material assets not required for the operations of the Loan Parties business and which is subject to a Permitted Priority Lien, (iii) modifying this Agreement without the prior written consent of the Agents, or (iv) approving a Restructuring Transaction, other than a Permitted Restructuring Transaction, that has not been previously consented to in writing by the Agents.
- (d) Unless consented to in writing by the Agents, the expiry without further extension of the stay of proceedings provided for in the Initial Order;
- (e) a Variance Report or Updated Budget is not delivered when due under this Agreement or (ii) in respect of any Testing Period, there shall exist a variance in excess of the Permitted Variance for the period for which the Variance Report is prepared;
- (f) Unless the Agents have consented thereto in writing, the filing by any Loan Party of any motion or proceeding that (i) is not consistent with any provision of this Agreement or the Initial Order, as applicable, (ii) could otherwise be expected to have a material adverse effect on the interests of the Agents, (iii) seeks to continue the CCAA Proceedings under the jurisdiction of a court other than the Court, or (iv) seeks to initiate any restructuring or insolvency proceedings other than the CCAA Proceedings in any court or jurisdiction;
- (g) Any proceeding, motion or application shall be commenced or filed by any Loan Party, or if commenced by another party, supported, remain unopposed or otherwise consented to by any Loan Party, seeking approval of any Restructuring Transaction (other than a Permitted Restructuring Transaction) without the prior written consent of the Agents;
- (h) The making by any Loan Party of a payment of any kind that is not permitted by this Agreement or is not in accordance with the Budget, subject to the Permitted Variance;
- (i) Except as stayed by the Initial Order or consented to by the Agents, a default under, revocation or cancellation of, any Material Contract;

- (j) The denial or repudiation by the Borrower of the legality, validity, binding nature or enforceability of this Agreement;
- (k) Except as stayed by Court Order, the entry of one or more final judgements, writs of execution, garnishment or attachment representing a claim in excess of \$1,000,000 in the aggregate, against any Collateral or any Loan Party that is not released, bonded, satisfied, discharged, vacated, stayed or accepted for payment by an insurer within 30 days after their entry, commencement or levy;
- (l) Any creditor, encumbrancer or other Person seizes or levies upon any Collateral or exercises any right of distress, execution, foreclosure or similar enforcement process against any Collateral, in each case, with an aggregate value in excess of \$1,000,000; or
- (m) Any Milestone set forth on Schedule “D” hereof shall not be satisfied.

16. REMEDIES

Upon the occurrence of an Event of Default, the Agents may, subject to the Court Orders including any notice provision contained therein:

- (a) apply to the Court to not permit further use of cash collateral by the Loan Parties;
- (b) apply to the Court for the appointment of a chief restructuring officer, receiver, an interim receiver or a receiver and manager over any of the Loan Parties or the Collateral, or for the appointment of a trustee in bankruptcy of any of the Loan Parties;
- (c) with the Monitor’s consent, apply to the Court to seek to expand the powers of the Monitor to take management and control of the Loan Parties or any of the Collateral, on such terms as the Court may direct and the Agents may agree;
- (d) exercise the powers and rights of a secured party under the *Personal Property Security Act* (Ontario), or any federal, provincial, territorial legislation of similar effect; and/or
- (e) exercise all such other rights and remedies under this Agreement, the Court Orders and Applicable Law.

17. AGENT APPROVALS

All consents, approvals, waivers, or instructions of the Agents hereunder shall be in their sole and absolute discretion and shall be in writing unless otherwise expressly set out herein and shall be an independent right to consent, approval, waiver or instructions by each of the Pre-Filing ABL Agent, Pre-Filing FILO Agent and Pre-Filing Term Loan Agent. Any consent, approval, instruction or other expression of the Agents to be delivered in writing may be delivered by a written instrument, including by way of electronic mail.

18. **INDEMNITY AND RELEASE** The Loan Parties agree to indemnify and hold harmless the Agents and the Lenders and their respective directors, officers, employees, agents, attorneys, counsel and advisors (all such persons and entities being referred to hereafter as “**Indemnified Persons**”) from and against any and all actions, suits, proceedings, claims, losses, damages, liabilities or expenses of any kind or nature whatsoever (excluding indirect or consequential damages and claims for lost profits) which may be incurred by or asserted against any Indemnified Person (collectively, “**Claims**”) as a result of or arising out of or in any way related to this Agreement and, upon demand, to pay and reimburse any Indemnified Person for any reasonable legal or other expenses incurred in connection with investigating, defending or preparing to defend any such action, suit, proceeding or claim; *provided, however*, that the Loan Parties shall not be obligated to indemnify pursuant to this paragraph any Indemnified Person against any loss, claim, damage, expense or liability (a) to the extent it resulted from the gross negligence, wilful misconduct or bad faith of any Indemnified Person as finally determined by a court of competent jurisdiction, or (b) to the extent arising from any dispute solely among Indemnified Persons other than any Claims arising out of any act or omission on the part of the Loan Parties. None of the Agents, Lenders, the Indemnified Persons, nor the Loan Parties shall be responsible or liable to any other person for consequential or punitive damages.
- Notwithstanding anything to the contrary herein, the indemnities granted under this Agreement shall survive any termination of this Agreement.
19. **GENERAL** This Agreement, including the schedules hereto, constitute the entire agreement between the parties relating to the subject matter hereof. No rights or obligations hereunder may be assigned without the consent of the other parties hereto or with the authorization of the Court.
20. **AMENDMENTS, WAIVERS, ETC.** No waiver or delay on the part of the Agents in exercising any right or privilege hereunder will operate as a waiver hereof or thereof unless made in writing (including by e-mail) by the Agents and delivered in accordance with the terms of this Agreement, and then such waiver shall be effective only in the specific instance and for the specific purpose given.
21. **NO THIRD PARTY BENEFICIARY:** No Person, other than the Loan Parties, the Agents, and the Monitor, is entitled to rely upon this Agreement, and the parties expressly agree that this Agreement does not confer rights upon any other party.
22. **INTERCREDITOR AGREEMENT** This Agreement is subject to the terms of the Intercreditor Agreement in all respects. In the event of any conflict between the provisions of this Agreement and the provisions of the Intercreditor Agreement, the provisions of the Intercreditor Agreement shall govern and control.
23. **COUNTERPARTS AND SIGNATURES:** This Agreement may be executed in any number of counterparts and delivered by electronic transmission including “pdf email”, each of which when executed and delivered shall be deemed to be an original, and all of which when taken together shall constitute one and the same instrument.

24. **NOTICES:** Any notice, request or other communication hereunder to any of the parties shall be in writing and be well and sufficiently given if delivered personally or sent email to such Person at its address set out in Schedule “E”, with a copy to counsel. Any such notice, request or other communication hereunder shall be concurrently sent to the Monitor and its counsel.
- Any such notice shall be deemed to be given and received when received, unless received after 5:00 p.m. Eastern Time or on a day other than a Business Day, in which case the notice shall be deemed to be received the next Business Day.
25. **ENGLISH LANGUAGE:** The parties hereto confirm the use of the English language. *Les parties aux présentes confirment que le présent acte et tous les documents y relatifs furent rédigés en anglais à leur demande.*
26. **GOVERNING LAW AND JURISDICTION:** This Agreement shall be governed by, and construed in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein and the parties hereto irrevocably submit and attorn to the non-exclusive jurisdiction of the Court.

IN WITNESS HEREOF, the parties hereby execute this Agreement as at the date first above mentioned.

BANK OF AMERICA, N.A. (including acting through branches and affiliates) in its capacity as administrative and collateral agent under the Pre-Filing ABL Credit Agreement

By:

Name: _____

Title:

PATHLIGHT CAPITAL LP, in its capacity as administrative agent under the Pre-Filing Term Loan Credit Agreement

By:

Name: _____

Title:

RESTORE CAPITAL, LLC in its capacity as FILO agent under the Pre-Filing ABL Credit Agreement

By:

Name: _____

Title:

HUDSON BAY COMPANY ULC, as Borrower

By: _____
Name: _____
Title: _____

HBC CANADA PARENT HOLDINGS 2 INC., as Guarantor

By: _____
Name: _____
Title: _____

HBC CANADA PARENT HOLDINGS INC., as Guarantor

By: _____
Name: _____
Title: _____

THE BAY HOLDINGS ULC, as Guarantor

By: _____
Name: _____
Title: _____

THE BAY LIMITED PARTNERSHIP, as Guarantor

By: _____
Name: _____
Title: _____

HBC BAY HOLDINGS I INC., as Guarantor

By: _____
Name: _____
Title: _____

HBC BAY HOLDINGS II ULC, as Guarantor

By: _____
Name: _____

Title:

SCHEDULE “A” DEFINED TERMS

“**ABL Obligations**” has the meaning given thereto in the Intercreditor Agreement.

“**ABL Priority Collateral**” has the meaning given thereto in the Intercreditor Agreement.

“**Administration Charge**” means a priority charge over the Collateral granted by the Court pursuant to the Initial Order in an aggregate amount not exceeding \$2,800,000 to secure the fees and expenses of (i) the legal and financial advisors of the Loan Parties and (ii) the Monitor and its counsel, in each case in connection with the CCAA Proceedings.

“**Agents**” has the meaning given thereto in the Recitals.

“**Agreement**” means this agreement, as further amended, restated or otherwise modified from time to time.

“**Applicable Law**” means, in respect of any Person, property, transaction or event, all applicable laws, statutes, rules, by-laws and regulations and all applicable official directives, orders, judgments and decrees of any Governmental Authority having the force of law.

“**ARIO**” an amended and restated Initial Order, which amends, replaces, restates and supersedes the Initial Order.

“**Borrower**” has the meaning given thereto in the Recitals.

“**Budget**” has the meaning given thereto in Section 8.

“**Business Day**” means any day other than a Saturday, Sunday or any other day on which banks in Toronto, Ontario are not open for business.

“**CCAA**” has the meaning given thereto in the Recitals.

“**CCAA Proceedings**” has the meaning given thereto in the Recitals.

“**Claim**” has the meaning given thereto in Section 18.

“**Collateral**” means all current or future assets, businesses, undertakings and properties of the Loan Parties, real and personal, tangible or intangible, including all proceeds thereof. For greater certainty, Collateral excludes any Consigned Goods and merchandise subject to arrangements with Participating Concession Vendors.

“**Comeback Date**” means the date scheduled by the Court, to be within 10 days of the Filing Date, to consider additional relief requested by the Loan Parties relating to the Liquidation Services Agreement, among other things.

“**Comeback Hearing**” means the hearing scheduled on the Comeback Date to consider additional relief requested by the Loan Parties relating to the Liquidation Services Agreement, among other things.

“**Consigned Goods**” means inventory on order from, in transit to, or in the possession of, a Loan Party pursuant to the terms of a true consignment agreement and the proceeds thereof; provided that such proceeds

(i) are held in trust for the benefit of such true consignor or otherwise separate and apart so that such proceeds are identifiable and traceable. For greater certainty, all Memo Merchandise and inventory supplied to the Loan Parties from time to time pursuant to the Memo Consignment Agreement shall constitute Consigned Goods.

“**Court**” has the meaning given thereto in the Recitals.

“**Court Order**” means any order, judgment, direction, endorsement or opinion issued by the Court in the CCAA Proceedings.

“**Default**” means an event or circumstance which, after the giving of notice or the passage of time, or both, will result in an Event of Default.

“**DIP Facility**” has the meaning given thereto in the Recitals.

“**Directors’ Charge**” means a priority charge over the Collateral granted by the Court pursuant to the Initial Order securing the indemnity granted by the Loan Parties in favour of the directors and officers of the Loan Parties, on such terms more particularly set out in the ARIO, in an aggregate amount not exceeding \$49,200,000.

“**Distribution Order**” means an order of the Court authorizing the Monitor to make a distribution of Surplus Cash in accordance with the Priority Waterfall.

“**Event of Default**” has the meaning given thereto in Section 15.

“**Excess ABL Obligations**” has the meaning given thereto in the Intercreditor Agreement.

“**Excess Cash**” means cash proceeds from the sale of inventory of the Loan Parties, including any inventory sold in accordance with the Orderly Liquidation, in excess of \$15 million, as tested on the last Business Day of each week but calculated on the Monday thereafter (and for the avoidance of doubt, such proceeds shall be net of any fees or commissions due but not yet paid to any advisor in accordance with the Liquidation Services Agreement), starting on the week of March 31, 2025.

“**Excess Term Loan Obligations**” has the meaning given thereto in the Intercreditor Agreement.

“**Filing Date**” has the meaning given thereto in the Recitals.

“**Governmental Authority**” means any federal, provincial, state, municipal, local or other government, governmental or public department, commission, board, bureau, agency or instrumentality, domestic or foreign and any subdivision, agent, commission, board or authority of any of the foregoing.

“**Guarantors**” has the meaning given thereto in the Recitals.

“**Indemnified Persons**” has the meaning given thereto in Section 18.

“**Initial Order**” has the meaning given thereto in the Recitals.

“**Intercreditor Agreement**” means the Second Amended and Restated Intercreditor Agreement dated as of December 23, 2024 between the Pre-Filing ABL Agent and the Pre-Filing Term Loan Agent.

“**ITA**” means the *Income Tax Act* (Canada), as amended from time to time.

“**JV Leases**” has the meaning given thereto in Section 14(s).

“**JV Monthly Cap**” has the meaning given thereto in Section 14(s).

“**KERP**” means a key employee retention plan.

“**KERP Charge**” means a priority charge over the Collateral granted by the Court pursuant to the Initial Order or subsequent Court Order in an amount not to exceed \$3 million to secure the obligations of the Loan Parties to certain key employees pursuant to the terms of a KERP in an amount to be set forth in the ARIQ.

“**Lease Solicitation Process**” means the process approved by the Court pursuant to which the Loan Parties seek offers related to the assignment and assumption of their Real Property Leases or a certain subset thereof.

“**Lenders**” means the lenders under the Pre-Filing ABL Credit Agreement and Pre-Filing Term Loan Credit Agreement.

“**Liens**” means (a) all liens, hypothecs, charges, mortgages, deeds of trusts, trusts, deemed trusts (statutory or otherwise), constructive trusts, encumbrances, security interests, and statutory preferences of every kind and nature whatsoever that secured payment or performance of an obligation, and (b) the interest of a vendor or a lessor under any conditional sale agreement, capital lease or title retention agreement (or any financing lease having substantially the same economic effect as any of the foregoing) relating to such asset.

“**Liquidation Services Agreement**” means an agreement approved by the Court at the Comeback Hearing providing for the liquidation of the inventory in all of the Loan Parties’ retail stores (or such lower number of stores in accordance with the terms of the Liquidation Services Agreement).

“**Loan Parties**” has the meaning given to it in the Recitals.

“**Material Contract**” means any contract, licence, agreement or Real Property Lease (i) to which any Loan Party is a party or is bound, (ii) which is necessary in the operation of the business of the Loan Parties, and (iii) the breach or termination of, or default under, would reasonably be expected to have a material adverse effect on the Loan Parties taken as a whole if such contract, licence, agreement or Real Property Lease was not replaced by an alternative comparable contract with comparable commercial terms in a commercially reasonable timeframe.

“**Memo Consignment Agreement**” means that certain Master Service Agreement for Consignment of Memo Merchandise dated as of April 4, 2024, between the Borrower and Gordon Brothers Canada ULC as and as may be amended, restated, supplemented or otherwise modified and in effect from time to time.

“**Memo Merchandise**” has the meaning given to it in the Memo Consignment Agreement.

“**Monitor**” has the meaning given thereto in the Recitals.

“**Monitor’s Trust Account**” an interest-bearing trust account in the name of, and designated by, the Monitor.

“**Non-Applicant Stay Parties**” has the meaning given thereto in the Initial Order.

“Non-Loan Party Applicant” means HBC Centrepont GP Inc., HBC YSS 1 LP Inc., HBC YSS 2 LP Inc., HBC Holdings GP Inc. Snospmis Limited, 2472596 Ontario Inc. and 2472598 Ontario Inc.

“Orderly Liquidation” means the liquidation of the retail inventory of the Loan Parties and certain related Collateral (including furniture, fixtures and equipment), pursuant to the terms of the Liquidation Services Agreement, as approved by the Court.

“Other Collateral” means any and all Collateral other than the ABL Priority Collateral and the Term Loan Priority Collateral.

“Participating Concession Vendors” means such vendors providing merchandise to the Loan Parties for in-store sales pursuant to one or more concession or licensor agreements (other than pursuant to the Memo Consignment Agreement) in respect of Consigned Goods or other goods title to which remains with such vendors at all times, who have continued to provide merchandise post filing, including during the inventory liquidation process.

“Pension Plan” means a “registered pension plan”, as such term is defined in subsection 248(1) of the ITA, which is sponsored, administered or contributed to, or required to be contributed to, by any Loan Party or under which any Loan Party has any actual or contingent liability.

“Permitted Liens” means: (i) any charges created under the Initial Order or other Court Order; (ii) validly perfected Liens existing prior to the date hereof; (iii) inchoate statutory Liens arising after the Filing Date in respect of any accounts payable arising after the Filing Date in the ordinary course of business, subject to the obligation to pay all such amounts as and when due; and (iv) the Permitted Priority Liens.

“Permitted Priority Liens” means: (i) the Administration Charge, the Directors Charge and the KERP Charge; (ii) ABL Priority Liens; (iii) the Term Loan Priority Liens; (iv) any amounts payable by the Loan Parties for wages, vacation pay, employee deductions, sales tax, excise tax, tax payable pursuant to Part IX of the *Excise Tax Act* (Canada) (net of input credits), income tax and workers compensation claims, in each case solely to the extent such amounts are given priority by Applicable Law; and (v) obligations of the Loan Parties to any defined benefit or defined contribution pension plan sponsored by the Loan Parties solely to the extent that (a) such amounts are given priority by Applicable Law.

“Permitted Restructuring Transaction” means a transaction that provides for repayment in full in cash on closing of the amounts reasonably anticipated by (i) the Loan Parties (in consultation with the Monitor and the Financial Advisor), (ii) the Pre-Filing Term Loan Agent, (iii) the Pre-Filing ABL Agent, and (iv) the Pre-Filing FILO Agent to be outstanding under the Senior Indebtedness following completion of the Lease Solicitation Process and the liquidation under the Liquidation Services Agreement and is otherwise satisfactory to the Agents.

“Permitted Variance” means an adverse variance of not more than 15%, measured on a cumulative basis for disbursements being Payroll – Non Corp, Payroll - Corp./Shared Svcs, Occupancy Costs, Accrued Vacation, Corporate KERP, Chargeback Reserve/Deposits, Store Ops, and interest, For certainty this shall exclude all fees and expenses of all Loan Parties’ professional advisors, the Monitor and its counsel, the fees and expenses of the Agents and all other professional fees and expenses for which the Loan Parties are responsible. The Permitted Variance shall be tested starting the Monday of the first full week after the Comeback Hearing.

“Person” means an individual, partnership, corporation, business trust, joint stock company, limited liability company, trust, unincorporated association, joint venture, Governmental Authority or other entity of whatever nature.

“Plan” means any plan of compromise, arrangement, reorganization or similar arrangement filed pursuant to the CCAA or any other statute in any jurisdiction, in respect of the Loan Parties.

“Pre-Filing ABL Agent” has the meaning given thereto in the Recitals.

“Pre-Filing ABL Credit Agreement” means that certain second amended and restated credit agreement dated as of December 23, 2024 among the Borrower, as “Lead Borrower”, the other “Borrowers” named therein, the “Guarantors” from time to time party thereto, the “Lenders” from time to time party thereto, the Pre-Filing ABL Agent and Restore Capital, LLC, as “FILO Agent”, as amended, restated, supplemented or otherwise modified and in effect from time to time.

“Pre-Filing FILO Agent” has the meaning given thereto in the Recitals.

“Pre-Filing Term Loan Agent” has the meaning given thereto in the Recitals.

“Pre-Filing Term Loan Credit Agreement” means that certain amended and restated term loan credit Agreement dated as of December 23, 2024 among the Borrower, as “Lead Borrower”, the other “Borrowers” named therein, the “Guarantors” from time to time party thereto, the “Lenders” from time to time party thereto and the Pre-Filing Term Loan Agent, as amended, restated, supplemented or otherwise modified and in effect from time to time.

“Priority Waterfall” has the meaning given thereto in Section 6.

“Real Property Leases” means the real property leases under which a Loan Party is a tenant in connection with any retail store operated by a Loan Party.

“Restructuring Transaction” means any restructuring, financing, refinancing, recapitalization, sale, liquidation, workout, Plan or other material transaction of, or in respect of the Borrower or its respective assets and liabilities.

“RioCan-HBC Charge” means a priority charge over the Collateral granted by the Court pursuant to the ARIO securing any amounts due and payable by the Loan Parties to RioCan-HBC Limited Partnership, HBC YSS 1 Limited Partnership, or HBC YSS 2 Limited Partnership that are not paid during the CCAA Proceedings under a JV Lease, including interest thereon at the same rate as the DIP Facility.

“Sales Taxes” means all goods and services taxes, harmonized sales taxes and other applicable sales taxes.

“Second Lien Obligations” has the meaning given thereto in the first lien/second lien intercreditor agreement dated as of December 23, 2024 among the Pre-Filing ABL Agent, the Pre-Filing Term Loan Agent and 2171948 Ontario Inc.

“Senior Indebtedness” means the ABL Obligations and the Term Loan Obligations.

“SISP” means the sale and investment solicitation process whereby the Loan Parties will seek to enter into a Permitted Restructuring Transaction, which process shall include any equity interest of the Loan Parties in RioCan HBC Limited Partnership and any intellectual property of the Loan Parties.

“Surplus Cash” means amounts held by the Monitor on the Friday of the week ending immediately prior to the distribution contemplated by the Distribution Order that exceed \$35 million or such other amount as the parties may agree upon, acting reasonably, provided that, in the event that the forecasted Total Disbursements up to such date are greater than amounts actually disbursed up to such date, the difference

between forecasted Total Disbursements up to such date in the Cash Flow and amounts actually disbursed up to such date shall be added to the \$35 million threshold amount.

“Term Loan Obligations” has the meaning given thereto in the Intercreditor Agreement.

“Term Loan Priority Collateral” has the meaning given thereto in the Intercreditor Agreement.

“Testing Period” has the meaning given thereto in Section 9.

“Updated Budget” has the meaning given thereto in Section 8.

“Variance Report” has the meaning given thereto in Section 9.

**SCHEDULE “B”
PRIORITY WATERFALL**

Priority Ranking	ABL Priority Collateral	Term Loan Priority Collateral	Other Collateral
1 st	Administration Charge obligations	Administration Charge obligations	Administration Charge obligations
2 nd	KERP Charge obligations	KERP Charge Obligations	KERP Charge obligations
3 rd	ABL Obligations (other than Excess ABL Obligations)	Term Loan Obligations (other than Excess Term Loan Obligations)	Directors’ Charge indemnity obligations up to \$13.5 million
4 th	Directors’ Charge indemnity obligations up to \$13.5 million	ABL Obligations (other than Excess ABL Obligations)	Directors’ Charge indemnity obligations up to \$35.7 million
5 th	RioCan-HBC Charge obligations	Directors’ Charge indemnity obligations up to \$13.5 million	
6 th	Director’s Charge indemnity obligations up to \$35.7 million	RioCan-HBC Charge obligations	
7 th	Term Loan Obligations (other than Excess Term Loan Obligations)	Directors’ Charge indemnity obligations up to \$35.7 million	
8 th	Excess ABL Obligations	Excess Term Loan Obligations	
9 th	Excess Term Loan Obligations	Excess ABL Obligations	
10 th	Second Lien Obligations (to the extent that any ABL Priority Collateral secures any Second Lien Obligations)	Second Lien Obligations (to the extent that any Term Loan Priority Collateral secures any Second Lien Obligations)	

**SCHEDULE “C”
BUDGET**

**SCHEDULE “D”
MILESTONES**

1. The Court shall have issued the ARIO by no later than March 21, 2025.
2. By no later than the March 21, 2025 the Court shall have issued an order approving the Liquidation Services Agreement, the Lease Solicitation Process and the SISP.
3. All milestones contemplated by the Lease Solicitation Process and the SISP shall be complied with in all material respects by the Loan Parties.
4. By no later than May 15, 2025, the Court shall have issued the Distribution Order and the distribution contemplated thereby shall be made within two Business Days of the issuance of the Distribution Order.

Notwithstanding the above, a specific Milestone may be (a) extended or waived with the express prior written consent of the Agents or (b) extended to the extent necessary to accommodate the Court’s calendar.

SCHEDULE “E”

NOTICE

If to Loan Parties

Stikeman Elliott
5300 Commerce Court West
199 Bay St.
Toronto, ON
M5L 1B9

Attention: Ashley Taylor
Email: ataylor@stikeman.com

If to Monitor

Alvarez & Marsal Canada Inc.
2900 – 200 Bay St. South Tower
Royal Bank Plaza
Toronto ON
M5J 2J1

Attention: Greg Karpel
Email: gkarpel@alvarezandmarsal.com

With copy to:

Bennett Jones LLP
100 King St W, Suite 3400
Toronto, ON
M5X 1A4

Attention: Sean Zweig
Email: zweigs@bennettjones.com

If to the Pre-Filing FILO Agent: Restore Capital LLC

Attention: Dan Rubin
Email: dan.rubin@restore-cap.com

With copy to:

Blake, Cassels & Graydon LLP
199 Bay St, Suite 4000
Toronto, Ontario
M5L 1A9

Attention: Linc Rogers / Aimee Yee
Email: linc.rogers@blakes.com / aimee.yee@blakes.com

And to:

Ropes & Gray LLP
1211 Avenue of the Americas
New York, NY

10036-8704

Attention: Gregg Galardi / Max Silverstein

Email: Gregg.galardi@ropesgray.com /
max.silverstein@ropesgray.com

If to the Pre-Filing ABL Agent [●]

If to the Pre-Filing Term Loan [●]

Agent

EXHIBIT "B"
referred to in the Affidavit of
JENNIFER BEWLEY
Sworn March 21, 2025

A handwritten signature in black ink, appearing to read "Philip", is written over a horizontal line.

Commissioner for Taking Affidavits

CONSULTING SERVICES AGREEMENT dated as of March 20, 2025
BETWEEN:

Hudson's Bay Company ULC Compagnie De La Baie D'Hudson SRI
("Hudson's Bay")
401 Bay Street, Unit 500
Toronto, Ontario M5H 2Y4

Attn: Jennifer Bewley, Chief Financial Officer
Email: jennifer.bewley@hbc.com

-and-

Oberfeld Snowcap Inc. (the "Consultant")
121 King Street West, Suite 1800
Toronto, ON M5H 3T9

Attn: Jay Freedman
Email: jay@oberfeldsnowcap.com

Hudson's Bay and Consultant agree as follows:

- 1) **SERVICES.** Consultant agrees to provide the consulting services described in Exhibit 'A' attached hereto (collectively, the "Services") and such Exhibit is deemed to form part of this Consulting Services Agreement (the "Agreement"). Unless otherwise terminated in accordance with Section 6, the term of this Agreement (as may be extended from time to time in accordance with this Agreement, the "Term") will commence on the date hereof and expire on September 30, 2025, subject to Hudson's Bay's ability, in its sole and absolute discretion, in consultation with the Monitor (as hereinafter defined), to extend the Term from time to time for successive thirty (30) day periods on written notice to Consultant.

- 2) **COMPENSATION.**

Hudson's Bay will pay gross compensation for the Services as follows:

- a) **Work Fee:** Commencing on March 21, 2025, a monthly work fee of C\$80,000.00 plus applicable sales taxes, payable to Consultant in arrears and pro-rated for partial months for Services performed under this Agreement during the Term up to a maximum aggregate amount of C\$240,000.00 plus applicable sales taxes ("Work Fee"). The Work Fee shall be fully creditable against payment of any Success Fee (as defined below) contemplated under Section 2(b) and otherwise payable.
- b) **Success Fee:** In connection with any Court-approved sale, transfer or assignment of any lease identified in Exhibit 'B' (each a "Lease", and collectively, the "Leases"), and conditional upon the successful closing of a sale, transfer or assignment of a

Lease (each, a “**Lease Transaction**”), Hudson’s Bay will pay a one-time gross success fee per Lease (plus applicable sales taxes) equal to 10% of the net proceeds payable to Hudson’s Bay from any such Lease Transaction up to a maximum aggregate amount of C\$175,000.00 plus applicable sales taxes per Lease monetized (“**Success Fee**”). For greater certainty, the furniture, fixtures or equipment in Hudson’s Bay’s distribution centre located in Scarborough, Ontario shall not be sold, transferred or assigned in connection with the sale, transfer or assignment of such Lease and may, in Hudson’s Bay’s sole and absolute discretion, be monetized separately with no compensation payable to the Consultant in connection therewith.

Following the successful closing of a Lease Transaction, where applicable, Hudson’s Bay will pay Consultant its fee in respect of that Lease within thirty (30) days after receipt of proper invoices submitted by Consultant (in a form acceptable to Hudson’s Bay). Save and except for the Work Fee and any Success Fee, Consultant shall not be entitled to, and Hudson’s Bay shall not be obligated to pay, any other compensation and/or remuneration, including all of or any other fees, costs, expenses and charges accrued in connection with the Services, which shall solely be borne by Consultant.

3) **RELATIONSHIP OF THE PARTIES.**

- a) **Independent Contractor.** It is understood and agreed that Consultant shall for all purposes of this Agreement be deemed to be an independent contractor, and this Agreement is not intended to create, and does not create, any partnership, agency, joint venture or similar relationship and that no party has the right or ability to contract for or on behalf of any other party or to effect any transaction for the account of any other party by virtue of this Agreement. Consultant agrees to perform the Services in accordance with Hudson’s Bay’s standards and specifications, subject to input from Alvarez & Marsal Canada Inc., in its capacity as court appointed monitor (in such capacity, the “**Monitor**”) of Hudson’s Bay and the other applicants (collectively, the “**Applicants**”) in Hudson’s Bay’s proceedings under the *Companies’ Creditors Arrangement Act*. All Services performed pursuant to this Agreement are subject to the direction and approval of Hudson’s Bay and approval of this Agreement by the Ontario Superior Court of Justice (Commercial List) (the “**Court**”).
- b) **Taxes and Benefits.** No taxes of any kind shall be withheld or paid by Hudson’s Bay on behalf of Consultant. Consultant shall withhold and pay all applicable taxes and other amounts to the relevant governmental authorities, including but not limited to amounts under the *Income Tax Act* (Canada), the *Employment Insurance Act* (Canada), the *Employer Health Tax Act* (Ontario), the *Excise Tax Act* (Canada), and the *Canada Pension Plan Act*. Consultant shall file all returns incident to such taxes and shall submit proof of same if so requested. Hudson’s Bay shall not provide Consultant or its employees with workers’ compensation insurance coverage, employee benefits of any kind, or any other type of insurance to Consultant or its employees. Hudson’s Bay has no obligation to provide any employee or other benefit to Consultant or its employees. Consultant shall be responsible for the timely

payment of any sales or service tax incurred with respect to the Services. Consultant shall indicate proper tax identification numbers on its invoices if taxes are required to be charged on its fees and expenses. Consultant represents that it is not a non-resident for purposes of the *Income Tax Act* (Canada) and covenants to remain as such during the Term (as may be extended from time to time).

- 4) **EXCLUSIVITY & DUTY OF CARE.** Hudson's Bay agrees to use Consultant exclusively to carry out the Services for the Leases (as outlined under Exhibit 'A' attached hereto) during the Term (as may be extended from time to time). Consultant is free to contract to perform work for others while under contract with Hudson's Bay; provided, however, that Consultant further agrees that such other work shall not relate to any of the Leases and will not impair, impede or conflict in any way with the Services to be provided under this Agreement.
- 5) **REPRESENTATIONS AND WARRANTIES.** Consultant represents, warrants and covenants that: (a) it has full capacity to execute and perform this Agreement and, either directly or through its agents, has the requisite licenses to provide brokerage services in each of the Provinces in which the Leases are located; (b) it and its employees may provide the Services without breaching or interfering with any other agreement to which Consultant or its employees are bound; (c) its performance hereunder shall be in compliance with all applicable laws, rules, regulations and statutes; (d) the Services: (i) shall be provided in a professional and workmanlike manner and shall be performed by properly-trained and competent personnel who hold current licenses or certifications if required to be so licensed or certified by applicable law or industry standard; and (ii) shall meet or exceed all applicable industry standards; (e) all works of authorship, inventions and ideas created or conceived by Consultant hereunder and Services rendered by Consultant hereunder will not infringe upon or violate any patent, copyright, trade secret, trademark, invention, proprietary information, confidentiality, or other rights of any third party; and (f) it has not been engaged and has not agreed to perform work for others that will impair, impede or conflict with the Services to be provided under this Agreement. If Consultant becomes aware of any such possible infringement in the course of performing Services hereunder, Consultant shall immediately notify Hudson's Bay and the Monitor in writing.
- 6) **TERMINATION OF AGREEMENT.**
 - a) This Agreement will continue until the earlier of: (i) the last day of the Term; and (ii) the date on which this Agreement is terminated by Hudson's Bay in accordance with the terms of this Agreement. Notwithstanding anything else contained herein or elsewhere, Hudson's Bay may, in its sole and absolute discretion, and in consultation with the Monitor, terminate this Agreement at any time with or without cause, and for greater certainty, without any liability, by providing 15 days' prior written notice to Consultant. Such termination shall be effective on the 15th day following the date of the notice or such later date as specified in the notice.
 - b) Hudson's Bay may, in its sole and absolute discretion, and in consultation with the Monitor, terminate any or all outstanding Services, or any portion thereto

immediately, upon providing written notice to Consultant. For this purpose, notice may be given as provided in Section 16. Upon termination, Hudson's Bay's sole obligation to Consultant shall be to pay Consultant for all work performed and accepted up to and including the date of termination, provided that such payment shall not be greater than the payment that would have become due if the work had been completed and that Consultant shall cease to incur any expenses upon receiving such termination notice. For greater certainty, Hudson's Bay shall not be responsible for any expenses incurred after the date of such termination notice unless Hudson's Bay has approved such expenses in writing.

- c) Hudson's Bay may, in its sole and absolute discretion, and in consultation with the Monitor, terminate this Agreement immediately by written notice to Consultant if Consultant materially breaches any representations, warranties or covenants set forth in this Agreement and Consultant has not rectified within five (5) business days of receipt of Hudson's Bay's written notice, provided that such material breach can be rectified by Consultant.
- d) Hudson's Bay may, in its sole and absolute discretion, and in consultation with the Monitor, terminate this Agreement, by providing one (1) days' prior written notice to Consultant, if: (i) Hudson's Bay is restricted in or enjoined from dealing with the Leases by the Court, or (ii) the Court or a governmental or regulatory authority issues an order, decree or ruling, or takes any other action restraining, enjoining or otherwise prohibiting the sale, assignment or transfer transactions of the Leases.
- e) Upon termination of this Agreement, Consultant shall transfer, assign and make available to Hudson's Bay and the Monitor all Deliverables (as defined below), property and materials in Consultant's possession or control belonging to or paid for by Hudson's Bay, as well as all information regarding the Services provided hereunder.
- f) Upon the termination of this Agreement in accordance with the terms hereof, the rights of Hudson's Bay and Consultant hereunder shall immediately terminate and Hudson's Bay shall be immediately released from any further obligations to Consultant hereunder except for the obligation to pay to Consultant any Success Fee due and payable prior to the date of termination with respect to the Lease(s) or leased locations procured by Consultant in accordance with terms hereof. Notwithstanding the termination of this Agreement, Consultant shall continue to be entitled to receive any Success Fee with respect to any prospective tenant/purchaser who was introduced by Consultant to Hudson's Bay in respect of such Lease(s) or leased locations and commenced negotiations with Hudson's Bay prior to the termination of this Agreement, provided that any such prospective tenant/purchaser and Hudson's Bay executed and delivered a binding agreement within thirty (30) days following the effective termination date of this Agreement. Consultant shall deliver to Hudson's Bay within fifteen (15) days following any termination of this Agreement, a list of, and all material correspondence with, all prospective tenants/purchasers who commenced negotiations prior to termination of this Agreement and Consultant shall not in any event be entitled to be paid any Success

Fee with respect to any prospective tenant/purchasers not set forth on such list.

- 7) **CONFIDENTIALITY.** Consultant covenants and agrees to keep confidential and shall ensure that those for whom it is at law responsible and its advisors keep confidential the provisions of this Agreement and the Confidential Information (as hereinafter defined). Consultant will not disclose Confidential Information except: (a) to its officers, directors, agents, lawyers and employees: (i) whose duties in connection with the performance of the Services justify their need to know such Confidential Information; and (ii) who have been clearly informed by Consultant of this Agreement and their obligation to maintain the confidentiality of the Confidential Information, and such officers, directors, agents, attorneys and employees agree to be bound by this provision; (b) to the extent requested or required by applicable rule, regulation, statute, court order, interrogatory, request for information or documents, subpoena, deposition, civil investigative demand or other legal process; provided Consultant has given Hudson's Bay and the Monitor prompt written notice of such required disclosure and, to the extent permissible under applicable law or regulation, has given Hudson's Bay and the Monitor an opportunity to contest any such request or requirement at Hudson's Bay's expense and Consultant agreeing to cooperate with Hudson's Bay and the Monitor in that respect; (c) as otherwise permitted by Hudson's Bay and the Monitor in writing. Consultant may use the Confidential Information, or any information that it develops based on the Confidential Information, only in connection with the performance of the Services. Consultant represents and warrants that it has taken appropriate measures to protect the confidentiality of Confidential Information. Consultant will use the same care to prevent the unauthorized use or disclosure of Confidential Information as Consultant uses with respect to its other clients, but no less than a reasonable business person would use under similar circumstances. Consultant will notify Hudson's Bay and the Monitor promptly, and shall use commercially reasonable efforts to cooperate with Hudson's Bay and the Monitor, in the event Consultant becoming aware of any unauthorized access, use or disclosure of Confidential Information. Upon the termination of this Agreement, or upon a written request to do so from Hudson's Bay at any time, Consultant shall, at its own option and expense, immediately: (i) return, at Consultant's own expense, all Confidential Information in its possession or control; or (ii) destroy all copies of Confidential Information in its possession or control. The obligations of Consultant set forth in this Section shall survive termination or expiry of this Agreement.

"Confidential Information" means all information relating to any of the Leases used in the Applicants' business, even if it is not marked "confidential" that is disclosed to Consultant by Hudson's Bay or its representatives in connection with the Services or this Agreement. The term "Confidential Information" does not include information that: (a) is or becomes known to the public through no fault of Consultant; (b) Consultant rightfully possessed before receiving it from or on behalf of Hudson's Bay; (c) is subsequently disclosed to Consultant by a third-party who insofar as is known to Consultant is not under an obligation of confidentiality; or (d) Consultant develops independently without using Confidential Information.

8) **PROPRIETARY RIGHTS.**

- a) Deliverables. As used herein, the term “**Deliverables**” means all work product, discoveries, improvements, ideas, processes, techniques, specifications, diagrams, artwork, data files, formulae, code, programs, documents, manuals, sound or video recordings, designs, fixtures, equipment, inventions (whether or not patentable), created, conceived, authored or invented by Consultant (either solely or jointly with others) analyses, compilations, studies or other documents prepared by Consultant, in connection with performing any Services. Consultant agrees to make full and prompt disclosure to Hudson’s Bay in writing of any and all Deliverables.
- b) Pre-existing Materials. The parties acknowledge that the Deliverables may include discoveries, improvements, ideas, works of authorship, inventions, know-how, and other technology that is: (a) created prior to the date of agreement independently of performing any work for Hudson’s Bay; and (b) is owned prior to the date of agreement by Consultant or others who consent to such use by Consultant and Consultant’s clients (hereinafter “**Preexisting Materials**”). Hudson’s Bay acknowledges and agrees that the Preexisting Materials are owned by Consultant and ownership thereof is not assigned to Hudson’s Bay. Consultant hereby grants to Hudson’s Bay and irrevocable, perpetual, transferable, non- exclusive, royalty free, worldwide license to make use, sell and import (and have others make, use, sell and import), modify, reproduce and publish any such pre-existing Materials in connection with Deliverables, for all purposes related to the Applicants’ business.
- c) Deliverables Owned By Hudson’s Bay. Provided, always, that Consultant has been paid in full for the Services rendered under this Agreement, Consultant does hereby assign to Hudson’s Bay or its designee the entire worldwide right, title, interest and any goodwill appurtenant to the Deliverables (other than Preexisting Materials), including without limitation, all copyrights, copyright renewals or reversions, trademarks, trade names, trade dress rights, inventions, patent rights, priority rights and any other rights or protections in connection therewith or related thereto, for exploitation in any form or medium, of any kind or nature whatsoever, whether now known or hereafter devised, regardless of whether such Deliverables are selected or used by Hudson’s Bay. Hudson’s Bay may add to, subtract from, arrange, rearrange, change and adapt the Deliverables in Hudson’s Bay’s sole and absolute discretion, and Consultant hereby waives all rights under U.S., Canadian, or other foreign copyright laws for any and all purposes for which such Deliverables may be used, and any rights of attribution and integrity or any other moral rights with respect to such Deliverables and any uses thereof to the full extent now or hereafter permitted by the laws of the U.S., Canada, or any other country.

9) **INDEMNIFICATION.** Consultant shall defend, indemnify and hold harmless the Applicants, their subsidiaries and their officers, directors, shareholders, contractors, agents and employees from and against any and all liabilities, obligations, losses, damages, injuries, penalties, actions, judgments, suits, claims, costs, expenses or disbursements (including without limitation, reasonable legal fees and legal costs),

arising out of, or in connection with the negligence, intentional misconduct or fraud by Consultant or Consultant's employees, with respect to any such damages arising from: (i) negligence, fraud or misconduct by Consultant's or Consultant's employees; (iii) any allegation that any employee of Consultant is an employee or dependent contractor of Hudson's Bay; (iv) Consultant's failure to pay taxes, licences, premiums, fees, permits, fines, orders, and assessments levied or assessed against Consultant in connection with or incidental to the performance of Consultant's obligation under this Agreement; and (v) any failure to make any deductions, withholdings, remittances and contributions on behalf of Consultant's employees, if required by law.

- 10) **RIGHT TO OFFSET.** Intentionally deleted.
- 11) **NO WAIVER.** No term, section or provision of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.
- 12) **AMENDMENTS.** The parties agree that this Agreement may be amended only upon mutual written agreement signed by both parties, with the prior written consent of the Monitor.
- 13) **SEVERABILITY.** If any provision or section of this Agreement is held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not be affected or impaired.
- 14) **SURVIVAL.** All warranties and indemnities survive the termination or expiration of this Agreement. In addition, every other provision that by its terms is intended to survive termination or expiration of this Agreement will do so.
- 15) **GOVERNING LAW.** This Agreement shall be governed by the laws of Ontario and all laws of Canada applicable therein. Each party hereto submits to the exclusive jurisdiction of the Court in any action, application, reference or other proceeding arising out of or related to this Agreement and agrees that all claims in respect of any such actions, application, reference or other proceeding shall be heard and determined in the Court. The parties shall not raise any objection to the venue of any action, application, reference or other proceeding arising out of or related to this Agreement in the Court, including the objection that the proceedings have been brought in an inconvenient forum.
- 16) **NOTICES.** All notices permitted or required under this Agreement must be in writing and must be delivered in one of the following ways: (i) personally, with such notice effective upon delivery; (ii) by nationally-recognized overnight courier, with such notice effective at the date and time noted in the delivery records of the overnight courier; or (iii) by email, with such notice effective upon receipt or upon the business day that delivery is made. Either party may change its address for notice upon 10 days' written notice to the other party. Notices shall be sent to the address for each party set forth below. A copy

of notices (legal matters only) to Consultant shall be sent as follows:

a) To Consultant at:

Oberfeld Snowcap Inc.
121 King Street West, Suite 1800
Toronto, ON M5H 3T9

Attention: Jay Freedman
Email: jay@oberfeldsnowcap.com

With a copy to (legal notices only):

ML Kaufman LLP
2220-800 René-Lévesque Blvd. West
Montreal, QC H3B 1X9

Attention: Michael Schacter
Email: mschacter@mlkaufman.ca

b) To Hudson's Bay at:

Hudson's Bay Company ULC Compagnie De La Baie D'Hudson SRI
401 Bay Street, Unit 500
Toronto, Ontario M5H 2Y4

Attention: Jennifer Bewley, Chief Financial Officer
Email: jennifer.bewley@hbc.com

With a copy to:

Alvarez & Marsal Canada Inc.
3501 - 200 Bay Street
Toronto, Ontario M5J 2J1

Attention: Al Hutchens
Email: ahutchens@alvarezandmarsal.com

and to

Stikeman Elliott LLP
5300 Commerce Court West
199 Bay Street
Toronto, Ontario M5L 1B9

Attention: Jonah Mann
Email: jmann@stikeman.com

- 17) **ASSIGNMENT.** This Agreement and the Exhibits hereto shall enure to the benefit of and be binding upon Hudson's Bay, its successors and its assigns. This Agreement, and any rights, obligations and interests hereunder, shall not be assignable by Consultant.
- 18) **ENTIRE AGREEMENT.** This Agreement constitutes the entire expression of the parties' agreement with regard to the subject matter of this Agreement. All prior and contemporaneous negotiations and agreements between the parties with regard to the subject matter of this Agreement are expressly superseded by this Agreement.
- 19) **HEALTH AND SAFETY.** Consultant represents that it is familiar with the provisions of the occupational health and safety statutes and regulations in the jurisdiction in which the Services will be provided and will comply strictly at all times therewith. Consultant represents that it is not required to apply for coverage under applicable workers compensation legislation in connection with performing the Services.
- 20) **PRIVACY.**
- a) Provided, always that such policy has been provided to Consultant, Consultant shall comply with Hudson's Bay's privacy policy in effect from time to time.
 - b) Consultant acknowledges and agrees that information, in any form, about an identifiable individual (including, without limitation, customer and client contact information and Hudson's Bay's employees (such as name, address, e-mail address and telephone number), proof of identity (such as signature and driver's licence number), financial and billing information (such as credit card details and credit history) and demographic information (such as age, education and occupation)) acquired by Consultant in connection with the performance of its obligations under this Agreement (collectively, "**Personal Information**") shall be considered proprietary information of Hudson's Bay and all right, title and interest in and to Personal Information is owned by Hudson's Bay. Consultant agrees that it shall use all Personal Information, provided by Hudson's Bay only for the purposes specified by Hudson's Bay. Upon request from Hudson's Bay, Consultant shall either destroy or provide to Hudson's Bay all such Personal Information.
 - c) Consultant shall independently collect Personal Information only with the prior approval of Hudson's Bay. In such circumstances, Consultant shall limit the collection of Personal Information to that which is necessary to perform its obligations under this Agreement. Consultant shall identify and document the purposes for which such Personal Information is collected either at or before the time information is collected.
 - d) Consultant shall limit its use of Personal Information to those purposes which are necessary to perform the Services and shall maintain Personal Information in strict confidence. Unless authorized by Hudson's Bay in writing or otherwise required by law, Consultant will not disclose Personal Information that is collected or held by Consultant to any third parties for any reason whatsoever. If Consultant is served

with a court application, motion or other process (a “**Court Process**”) compelling disclosure of Personal Information, Consultant will notify Hudson’s Bay and the Monitor of such Court Process, and will permit Hudson’s Bay and the Monitor a reasonable opportunity to intervene before Consultant files any response to such Court Process. Consultant shall immediately refer to Hudson’s Bay: (i) any questions or complaints received by Consultant regarding the privacy practices of Hudson’s Bay, or of Consultant with respect to the Services; and (ii) any individuals looking for access to their Personal Information with respect to the Services. Consultant shall assign responsibility to a person responsible for all Personal Information with respect to the services performed under this Agreement in its possession or under its control and for ensuring that the terms of this Agreement with respect to Personal Information are being followed.

- e) Consultant shall take all reasonable security safeguards consistent with Hudson’s Bay’s privacy policy that are necessary to protect the Personal Information against loss, theft, unauthorized access, disclosure, copying, use or modification. Such security safeguards shall include, as consistent with Hudson’s Bay’s privacy policy, limiting access to employees on a “need-to-know” basis, implementing password and physical access controls, or other means, where appropriate and depending on the sensitivity of the Personal Information.
 - f) Consultant shall immediately inform Hudson’s Bay of any breach of security affecting or potentially affecting the Personal Information. Consultant shall reasonably cooperate with Hudson’s Bay, its representatives and service providers to: (i) resolve and mitigate the effects of a breach of security and (ii) allow Hudson’s Bay to comply with its regulatory notification obligations following a breach of security.
 - g) The obligations of Consultant set forth in this Section 20 shall survive termination or expiration of this Agreement.
- 21) **PROFESSIONAL ADVICE.** Consultant acknowledges that it has read and understands the terms and conditions contained in this Agreement, and that Hudson’s Bay has provided a reasonable opportunity for Consultant to obtain independent legal advice prior to executing this Agreement. Hudson’s Bay acknowledges and agrees that Consultant and its agents are not providing any legal, tax or environmental advice in connection with this Agreement and to indemnify and hold them harmless in this regard.
- 22) **COUNTERPART EXECUTION.** This Agreement may be executed in as many counterparts as the parties hereto may deem necessary or convenient, and each such counterpart shall be deemed an original, but all of which, together, shall constitute one and the same document. This Agreement and/or counterparts hereto may also be executed in original, email (PDF form) and parties hereto agree to adopt any signatures received by email (PDF form) as original signatures of the parties.

- 23) **NO LIABILITY OF OFFICERS, DIRECTORS, ETC.** In the enforcement of their rights hereunder, the parties agree that neither of them shall seek or obtain a money judgment, or exercise any other right or remedy, against any of the officers, directors, shareholders, employees, agents or principals (disclosed or undisclosed) of the parties or any of their successors or assigns. Neither party shall be liable to the other for, and each party hereby waives any and all rights to claim against the other, any special, indirect, incidental, consequential, punitive or exemplary damages in connection with this Agreement, including but not limited to lost profits. Except for any breach of indemnification obligations under above Section 9, in no event shall Consultant's liability to Hudson's Bay exceed Two Million (\$2,000,000.00) Dollars. The terms and conditions set forth in this clause shall survive the expiration or termination of this Agreement

[Remainder of Page Intentionally Left Blank. Signature Page Follows.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first stated above.

OBERFELD SNOWCAP INC.



Signature: _____

Name (Print)

**HUDSON'S BAY COMPANY ULC
COMPAGNIE DE LA BAIE D'HUDSON
SRI**

Signature:

Name (Print)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first stated above.

OBERFELD SNOWCAP INC.

Signature:

Name (Print)

**HUDSON'S BAY COMPANY ULC
COMPAGNIE DE LA BAIE D'HUDSON
SRI**

Signed by:


23920E7B8E3745A...
Signature:

Jennifer Bewley, Chief Financial Officer

Name (Print)

EXHIBIT 'A'

SCOPE OF SERVICES

Consultant, either directly or through its agents, will provide the following Services to Hudson's Bay in connection with the proposed acquisition, modification, assignment and/or transfer of the leases described in Exhibit 'B' under the heading "**Leases**" (collectively, the "**Leases**" and each a "**Lease**") pursuant to the Lease Monetization Process Approval Order that Hudson's Bay intends to seek from the Court on March 21, 2025:

- (a) provide local knowledge regarding real estate market conditions and activity;
- (b) leverage landlord, and other potential parties in support of the Lease acquisition, modification, amendment, assignment or transfer;
- (c) assist with, among other things, the sale, transfer, assignment or other termination of the Leases and advise and consult with Hudson's Bay and the Monitor throughout the Term; and
- (d) provide any required licensed real estate brokerage services.

In connection with the Services, Consultant also agrees to:

- (e) at Hudson's Bay's request, co-operate with all licensed real estate brokers, representatives and agents in the sale, transfer, assignment or other termination of a Lease; and
- (f) at Hudson's Bay's request, assist Hudson's Bay in negotiating binding agreements of purchase and sale, termination or assignment (commercial and financial terms only) with those parties identified by Hudson's Bay and after the execution of a binding agreement in respect of the foregoing, assist and facilitate such transactions.

In performing the Services, Consultant shall act at the direction of Hudson's Bay, and in acting at such direction, in Hudson's Bay's best interests only and only receive instructions from individuals approved by Hudson's Bay from time to time in writing. Consultant shall have no authority to: (i) commit Hudson's Bay to any sale, assignment or termination of a Lease; (ii) provide information concerning a Lease or leased location which has not been pre-approved in writing by Hudson's Bay or the Monitor; (iii) make statements, representations or warranties about a Lease; and/or (iv) act in any capacity other than as set forth in this Agreement. All unsolicited written enquiries received by Consultant and all correspondence submitted to Consultant in respect of a Lease or leased location shall be brought to Hudson's Bay's and the Monitor's attention on a timely basis. All unsolicited written enquiries received by Hudson's Bay or the Monitor and all offers submitted to Hudson's Bay or the Monitor in respect of a Lease or leased location during the Term (and any extensions) shall be brought to Consultant's attention on a timely basis.

EXHIBIT 'B'**LEASES****Hudson's Bay**

Center	City	Prov.	GLA	Landlord
The Bay Centre	Victoria	BC	229,275	Manulife - Jones Lang LaSalle
Polo Park Shopping Centre	Winnipeg	MB	212,086	Cadillac Fairview
Midtown Plaza	Saskatoon	SK	174,306	Cushman & Wakefield
Market Mall	Calgary	AB	200,000	Cadillac Fairview
Cambridge Centre	Cambridge	ON	131,453	Morguard
Fairview Park	Kitchener	ON	184,714	Westcliff
Sherway Gardens	Toronto	ON	223,477	Cadillac Fairview
Champlain Mall	Brossard	QC	143,786	Cominar
Woodbine Centre	Toronto	ON	139,953	Woodbine Mall Holdings Inc.
Fairview Pointe Claire	Pointe Claire	QC	179,578	Cadillac Fairview
St. Laurent Shopping Centre	Ottawa	ON	145,074	Morguard
Markville Shopping Centre	Markham	ON	140,094	Cadillac Fairview
Erin Mills Town Centre	Mississauga	ON	140,526	Cushman & Wakefield
Aberdeen Mall	Kamloops	BC	123,289	Cushman & Wakefield
Willowbrook Shopping Centre	Langley	BC	131,146	Quadreal Property Group
Kingsway Garden Mall	Edmonton	AB	153,264	Oxford
Fairview Mall	Toronto	ON	152,420	Cadillac Fairview
Carrefour De L'Estrie	Sherbrooke	QC	116,265	Group Mach Inc
Sunridge Mall	Calgary	AB	161,330	Primaris
Centerpoint Mall	Toronto	ON	122,502	Morguard
Parkwood Mall	Prince George	BC	111,500	BentalGreen Oak

Center	City	Prov.	GLA	Landlord
Pickering Town Centre	Pickering	ON	121,730	PTC Ownership LP c/o Salthill Property Management Inc.
Mapleview Centre	Burlington	ON	129,066	Ivanhoe Cambridge
Upper Canada Mall	Newmarket	ON	142,780	Oxford
Coquitlam Centre	Coquitlam	BC	120,086	Morguard
Whiteoaks Mall	London	ON	165,759	Westdell Development
St. Vital Shopping Centre	Winnipeg	MB	122,002	BentallGreen Oak
Limeridge Mall	Hamilton	ON	125,307	Cadillac Fairview
Hillcrest Mall	Richmond Hill	ON	136,915	Oxford
Masonville	London	ON	84,928	Cadillac Fairview
Les Promenades Gatineau	Gatineau	QC	140,364	Westcliff
Les Galeries De La Capitale	Quebec City	QC	163,034	Primaris
Mayflower Mall	Sydney	NS	82,944	Mccor
Richmond Centre	Richmond	BC	169,692	Cadillac Fairview
Oakville Place	Oakville	ON	119,428	Riocan
Londonderry Mall	Edmonton	AB	60,838	Cushman & Wakefield
Medicine Hat Mall	Medicine Hat	AB	93,217	Primaris
St. Albert Centre	St. Albert	AB	93,313	Primaris
Orchard Park Shopping Centre	Kelowna	BC	127,290	Primaris
Village Green Mall	Vernon	BC	83,036	BentallGreen Oak
Mic Mac Mall	Dartmouth	NS	151,303	Cushman & Wakefield
Bramalea City Centre	Brampton	ON	131,438	Morguard
Cataraqui Town Centre	Kingston	ON	113,054	Primaris
Conestoga Mall	Waterloo	ON	130,580	Primaris

Center	City	Prov.	GLA	Landlord
Centre Commercial Rockland	Montreal	QC	147,594	Cominar
Place Rosemere Shopping Centre	Rosemere	QC	132,483	Morguard
Woodgrove Centre	Nanaimo	BC	146,452	Central Walk Woodgrove
Mayfair Shopping Centre	Victoria	BC	166,073	Central Walk Mayfair
Oshawa Centre	Oshawa	ON	122,624	Primaris
Carrefour Angrignon	LaSalle	QC	128,888	Westcliff
Yorkdale Shopping Centre	Toronto	ON	303,438	Oxford
Guildford Shopping Centre	Surrey	BC	174,462	Ivanhoe Cambridge
Centre Laval	Laval	QC	134,377	Cominar
Southgate Shopping Centre	Edmonton	AB	236,551	Primaris
Sevenoaks Shopping Centre	Abbotsford	BC	128,739	Morguard
Cherry Lane Shopping Centre	Penticton	BC	94,643	Manulife- Jones Lang LaSalle
Chinook Centre	Calgary	AB	206,514	Cadillac Fairview
Bower Place	Red Deer	AB	110,672	Quadreal Property Group
West Edmonton Mall	Edmonton	AB	164,250	Triple Five
Southcentre Mall	Calgary	AB	164,514	Oxford
Lethbridge Centre	Lethbridge	AB	133,243	Melcor
Georgian Mall	Barrie	ON	90,748	Riocan
Place d'Orleans Shopping Centre	Ottawa	ON	115,501	Primaris
Bayshore Shopping Centre	Ottawa	ON	180,696	Cushman & Wakefield
Pen Centre	St. Catharines	ON	150,110	BentallGreen Oak
Downtown	Vancouver	BC	636,828	RioCan-HBC Limited Partnership
Downtown	Calgary	AB	448,834	RioCan-HBC

Center	City	Prov.	GLA	Landlord
				Limited Partnership
Downtown	Montreal	QC	655,396	RioCan-HBC Limited Partnership
Downtown	Ottawa	ON	305,305	RioCan-HBC Limited Partnership
Square One	Mississauga	ON	204,174	Oxford
Devonshire Mall	Windsor	ON	165,584	RioCan-HBC Limited Partnership
Scarborough Town Centre	Toronto	ON	231,759	Oxford
Les Promenades St Bruno	St-Bruno	QC	131,808	Cadillac Fairview
Carrefour Laval	Laval	QC	177,022	Cadillac Fairview
Metrotown Centre	Burnaby	BC	140,545	Ivanhoe Cambridge II Inc. and Ivanhoe Cambridge Inc.
Park Royal Shopping Centre	Vancouver	BC	161,647	Park Royal Shopping Centre Holdings Ltd
Eglinton Square	Toronto	ON	115,205	KS Eglinton Square Inc.
176 Yonge St.	Toronto	ON	675,722	Ontrea Inc.
Les Galeries d'Anjou	Montreal	QC	176,474	Ivanhoe Cambridge Inc. – Anjou

Saks Fifth Avenue

Center	City	Prov.	GLA	Landlord
Sherway Gardens	Toronto	ON	132,256	Cadillac Fairview
Chinook Centre	Calgary	AB	115,586	Ontrea Inc.
Toronto Eaton Centre	Toronto	ON	175,000	Ontrea Inc.

Saks Fifth Avenue Off Fifth

Center	City	Prov.	GLA	Landlord
Tanger Outlets	Ottawa	ON	28,357	Riocan Holdings (TJV) Inc. and 1633272 Alberta ULC
Outlet Collection at Niagara	Niagara	ON	32,387	The Outlet Collection (Niagara) Limited
Vaughan Mills	Vaughan	ON	34,992	Ivanhoe Cambridge II Inc. and TRE2 Non-US Bigfoot Corp.
Toronto Premium Outlets	Halton Hills	ON	24,887	Halton Hills Shopping Centre Partnership
Crossiron Mills	Rockey View	AB	30,009	Crossiron Mills Holdings Inc.
Queensway	Toronto	ON	27,042	Horner Developments Ltd. and Mantella & Sons Investments Ltd.
Downtown Ottawa	Ottawa	ON	34,887	RioCan-HBC Limited Partnership
Tsawwassen Mills	Tsawwassen	BC	32,733	Central Walk Tsawwassen Mills Inc.
Outlet Collection Winnipeg	Winnipeg	MB	32,204	The Outlet Collection at Winnipeg Limited and Seasons Retail Corp
Place Ste-Foy	Quebec	QC	33,254	Ivanhoe Ste-Foy Inc.
Pickering Town Centre	Pickering	ON	30,033	PTC Ownership LP
Skyview Power Centre	Edmonton	AB	30,026	Skyview Equities Inc. and SP Green Properties LP
Park Royal Shopping Centre	Vancouver	BC	33,300	Park Royal Shopping Centre Holdings Inc.

Distribution Centres

Center	City	Prov.	GLA	Landlord
Scarborough Logistics Center	Toronto	ON	738,102	100 Metropolitan Portfolio Inc
Vancouver Logistics Center	Richmond	BC	416,900	PIRET (18111 Blundell Road) Holdings Inc.
Eastern Big Ticket Center	Toronto	ON	501,000	ONTARI Holdings Ltd.
Toronto Logistics Center	Toronto	ON	221,244	BCIMC Realty Corporation

EXHIBIT "C"
referred to in the Affidavit of
JENNIFER BEWLEY
Sworn March 21, 2025

A handwritten signature in cursive script, appearing to read "Philip", is positioned above a horizontal line.

Commissioner for Taking Affidavits

CONSULTING SERVICES AGREEMENT dated as of March ~~17~~20, 2025
BETWEEN:

Hudson's Bay Company ULC Compagnie De La Baie D'Hudson SRI
(**"Hudson's Bay"**)
401 Bay Street, Unit 500
Toronto, Ontario M5H 2Y4

Attn: Jennifer Bewley, Chief Financial Officer
Email: jennifer.bewley@hbc.com

-and-

~~Jones Lang LaSalle Real Estate Services,~~Oberfeld Snowcap Inc.
(the **"Consultant"**) ~~510 West Georgia-~~
121 King Street West, Suite 2150
~~Vancouver, BC V6B 0M3~~
Toronto, ON M5H 3T9

Attn: ~~Connor O'Keeffe~~Jay Freedman
Email: ~~Connor.okeeffe@jll~~jay@oberfeldsnowcap.com

Hudson's Bay and Consultant agree as follows:

- 1) **SERVICES.** Consultant agrees to provide the consulting services described in Exhibit 'A' attached hereto (collectively, the **"Services"**) and such Exhibit is deemed to form part of this Consulting Services Agreement (the **"Agreement"**). Unless otherwise terminated in accordance with Section 6, the term of this Agreement (as may be extended from time to time in accordance with this Agreement, the **"Term"**) will commence on the date hereof and expire on September 30, 2025, subject to Hudson's Bay's ability, in its sole and absolute discretion, in consultation with the Monitor (as hereinafter defined), to extend the Term from time to time for successive thirty (30) day periods on written notice to Consultant.
- 2) **COMPENSATION.**

Hudson's Bay will pay gross compensation for the Services as follows:

- a) **Work Fee:** Commencing on March ~~17~~21, 2025, a monthly work fee of C\$80,000.00 plus applicable sales taxes, payable to Consultant in arrears and pro-rated for partial months for Services performed under this Agreement during the Term up to a maximum aggregate amount of C\$240,000.00 plus applicable sales taxes (**"Work Fee"**). The Work Fee shall be fully creditable against payment of any Success Fee (as defined below) contemplated under Section 2(b) and otherwise payable.

- b) **Success Fee:** In connection with any Court-approved sale, transfer or assignment of any lease identified in Exhibit ‘B’ (each a “**Lease**”, and collectively, the “**Leases**”), and conditional upon the successful closing of a sale, transfer or assignment of a Lease (each, a “**Lease Transaction**”), Hudson’s Bay will pay a one-time gross success fee per Lease (plus applicable sales taxes) equal to 10% of the net proceeds payable to Hudson’s Bay from any such Lease Transaction up to a maximum aggregate amount of C\$175,000.00 plus applicable sales taxes per Lease monetized (“**Success Fee**”). For greater certainty, the furniture, fixtures or equipment in Hudson’s Bay’s distribution centre located in Scarborough, Ontario shall not be sold, transferred or assigned in connection with the sale, transfer or assignment of such Lease and may, in Hudson’s Bay’s sole and absolute discretion, be monetized separately with no compensation payable to the Consultant in connection therewith.

Following the successful closing of a Lease Transaction, where applicable, Hudson’s Bay will pay Consultant its fee in respect of that Lease within thirty (30) days after receipt of proper invoices submitted by Consultant (in a form acceptable to Hudson’s Bay). Save and except for the Work Fee and any Success Fee, Consultant shall not be entitled to, and Hudson’s Bay shall not be obligated to pay, any other compensation and/or remuneration, including all of or any other fees, costs, expenses and charges accrued in connection with the Services, which shall solely be borne by Consultant.

~~The obligations of Consultant set forth in this Section shall survive termination or expiry of this Agreement.~~

3) RELATIONSHIP OF THE PARTIES.

- a) Independent Contractor. It is understood and agreed that Consultant shall for all purposes of this Agreement be deemed to be an independent contractor, and this Agreement is not intended to create, and does not create, any partnership, agency, joint venture or similar relationship and that no party has the right or ability to contract for or on behalf of any other party or to effect any transaction for the account of any other party by virtue of this Agreement. Consultant agrees to perform the Services in accordance with Hudson’s Bay’s standards and specifications, subject to input from Alvarez & Marsal Canada Inc., in its capacity as court appointed monitor (in such capacity, the “**Monitor**”) of Hudson’s Bay and the other applicants (collectively, the “**Applicants**”) in Hudson’s Bay’s proceedings under the *Companies’ Creditors Arrangement Act*. All Services performed pursuant to this Agreement are subject to the direction and approval of Hudson’s Bay and approval of this Agreement by the Ontario Superior Court of Justice (Commercial List) (the “**Court**”).
- b) Taxes and Benefits. No taxes of any kind shall be withheld or paid by Hudson’s Bay on behalf of Consultant. Consultant shall withhold and pay all applicable taxes and other amounts to the relevant governmental authorities, including but not limited to amounts under the *Income Tax Act* (Canada), the *Employment Insurance Act* (Canada), the *Employer Health Tax Act* (Ontario), the *Excise Tax Act* (Canada), and the *Canada Pension Plan Act*. Consultant shall file all returns incident to such

taxes and shall submit proof of same if so requested. Hudson's Bay shall not provide Consultant or its employees with workers' compensation insurance coverage, employee benefits of any kind, or any other type of insurance to Consultant or its employees. Hudson's Bay has no obligation to provide any employee or other benefit to Consultant or its employees. Consultant shall be responsible for the timely payment of any sales or service tax incurred with respect to the Services. Consultant shall indicate proper tax identification numbers on its invoices if taxes are required to be charged on its fees and expenses. Consultant represents that it is not a non-resident for purposes of the *Income Tax Act* (Canada) and covenants to remain as such during the Term (as may be extended from time to time).

4) **EXCLUSIVITY & DUTY OF CARE.**

~~a)~~ Hudson's Bay agrees to use Consultant exclusively to carry out the Services for the Leases (as outlined under Exhibit 'A' attached hereto) during the Term (as may be extended from time to time). Consultant is free to contract to perform work for others while under contract with Hudson's Bay; provided, however, that Consultant further agrees that such other work shall not relate to any of the Leases and will not impair, impede or conflict in any way with the Services to be provided under this Agreement.

~~b) Notwithstanding anything else contained herein, Consultant covenants and agrees that Connor O'Keeffe will act solely on behalf of Hudson's Bay and shall be responsible for promoting and protecting Hudson's Bay's interests in connection with the Services.~~

5) **REPRESENTATIONS AND WARRANTIES.** Consultant represents, warrants and covenants that: (a) it has full capacity to execute and perform this Agreement and, either directly or through its agents, has the requisite licenses to provide brokerage services in each of the Provinces in which the Leases are located; (b) it and its employees may provide the Services without breaching or interfering with any other agreement to which Consultant or its employees are bound; (c) ~~it's~~its performance hereunder shall be in compliance with all applicable laws, rules, regulations and statutes; (d) the Services: (i) shall be provided in a professional and workmanlike manner and shall be performed by properly-trained and competent personnel who hold current licenses or certifications if required to be so licensed or certified by applicable law or industry standard; and (ii) shall meet or exceed all applicable industry standards; (e) all works of authorship, inventions and ideas created or conceived by Consultant hereunder and Services rendered by Consultant hereunder will not infringe upon or violate any patent, copyright, trade secret, trademark, invention, proprietary information, confidentiality, or other rights of any third party; and (f) it has not been engaged and has not agreed to perform work for others that will impair, impede or conflict with the Services to be provided under this Agreement. If Consultant becomes aware of any such possible infringement in the course of performing Services hereunder, Consultant shall immediately notify Hudson's Bay and the Monitor in writing.

6) **TERMINATION OF AGREEMENT.**

- a) This Agreement will continue until the earlier of: (i) the last day of the Term; and (ii) the date on which this Agreement is terminated by Hudson's Bay in accordance with the terms of this Agreement. Notwithstanding anything else contained herein or elsewhere, Hudson's Bay may, in its sole and absolute discretion, and in consultation with the Monitor, terminate this Agreement at any time with or without cause, and for greater certainty, without any liability, by providing 15 days' prior written notice to Consultant. Such termination shall be effective on the 15th day following the date of the notice or such later date as specified in the notice.
- b) Hudson's Bay may, in its sole and absolute discretion, and in consultation with the Monitor, terminate any or all outstanding Services, or any portion thereto immediately, upon providing written notice to Consultant. For this purpose, notice may be given as provided in Section 16. Upon termination, Hudson's Bay's sole obligation to Consultant shall be to pay Consultant for all work performed and accepted up to and including the date of termination, provided that such payment shall not be greater than the payment that would have become due if the work had been completed and that Consultant shall cease to incur any expenses upon receiving such termination notice. For greater certainty, Hudson's Bay shall not be responsible for any expenses incurred after the date of such termination notice unless Hudson's Bay has approved such expenses in writing.
- c) Hudson's Bay may, in its sole and absolute discretion, and in consultation with the Monitor, terminate this Agreement immediately by written notice to Consultant if Consultant materially breaches any representations, warranties or covenants set forth in this Agreement and Consultant has not rectified within five (5) business days of receipt of Hudson's Bay's written notice, provided that such material breach can be rectified by Consultant.
- d) Hudson's Bay may, in its sole and absolute discretion, and in consultation with the Monitor, terminate this Agreement, by providing one (1) days' prior written notice to Consultant, if: (i) Hudson's Bay is restricted in or enjoined from dealing with the Leases by the Court, or (ii) the Court or a governmental or regulatory authority issues an order, decree or ruling, or takes any other action restraining, enjoining or otherwise prohibiting the sale, assignment or transfer transactions of the Leases.
- e) Upon termination of this Agreement, Consultant shall transfer, assign and make available to Hudson's Bay and the Monitor all Deliverables (as defined below), property and materials in Consultant's possession or control belonging to or paid for by Hudson's Bay, as well as all information regarding the Services provided hereunder.
- f) Upon the termination of this Agreement in accordance with the terms hereof, the rights of Hudson's Bay and Consultant hereunder shall immediately terminate and Hudson's Bay shall be immediately released from any further obligations to Consultant hereunder except for the obligation to pay to Consultant any Success Fee due and payable prior to the date of termination with respect to the Lease(s) or leased locations procured by Consultant in accordance with terms hereof.

Notwithstanding the termination of this Agreement, Consultant shall continue to be entitled to receive any Success Fee with respect to any prospective tenant/purchaser who was introduced by Consultant to Hudson's Bay in respect of such Lease(s) or leased locations and commenced negotiations with Hudson's Bay prior to the termination of this Agreement, provided that any such prospective tenant/purchaser and Hudson's Bay executed and delivered a binding agreement within thirty (30) days following the effective termination date of this Agreement. Consultant shall deliver to Hudson's Bay within fifteen (15) days following any termination of this Agreement, a list of, and all material correspondence with, all prospective tenants/purchasers who commenced negotiations prior to termination of this Agreement and Consultant shall not in any event be entitled to be paid any Success Fee with respect to any prospective tenant/purchasers not set forth on such list.

- 7) **CONFIDENTIALITY.** Consultant covenants and agrees to keep confidential and shall ensure that those for whom it is at law responsible and its advisors keep confidential the provisions of this Agreement and the Confidential Information (as hereinafter defined). Consultant will not disclose Confidential Information except: (a) to its officers, directors, agents, lawyers and employees: (i) whose duties in connection with the performance of the Services justify their need to know such Confidential Information; and (ii) who have been clearly informed by Consultant of this Agreement and their obligation to maintain the confidentiality of the Confidential Information, and such officers, directors, agents, attorneys and employees agree to be bound by this provision; (b) to the extent requested or required by applicable rule, regulation, statute, court order, interrogatory, request for information or documents, subpoena, deposition, civil investigative demand or other legal process; provided Consultant has given Hudson's Bay and the Monitor prompt written notice of such required disclosure and, to the extent permissible under applicable law or regulation, has given Hudson's Bay and the Monitor an opportunity to contest any such request or requirement at Hudson's Bay's expense and Consultant agreeing to cooperate with Hudson's Bay and the Monitor in that respect; (c) as otherwise permitted by Hudson's Bay and the Monitor in writing. Consultant may use the Confidential Information, or any information that it develops based on the Confidential Information, only in connection with the performance of the Services. Consultant represents and warrants that it has taken appropriate measures to protect the confidentiality of Confidential Information. Consultant will use the same care to prevent the unauthorized use or disclosure of Confidential Information as Consultant uses with respect to its other clients, but no less than a reasonable business person would use under similar circumstances. Consultant will notify Hudson's Bay and the Monitor promptly, and shall use commercially reasonable efforts to cooperate with Hudson's Bay and the Monitor, in the event Consultant becoming aware of any unauthorized access, use or disclosure of Confidential Information. Upon the termination of this Agreement, or upon a written request to do so from Hudson's Bay at any time, Consultant shall, at its own option and expense, immediately: (i) return, at Consultant's own expense, all Confidential Information in its possession or control; or (ii) destroy all copies of Confidential Information in its possession or control. The obligations of Consultant set forth in this Section shall survive termination or expiry of this Agreement.

“Confidential Information” means all information relating to any of the Leases used in the Applicants’ business, even if it is not marked “confidential” that is disclosed to Consultant by Hudson’s Bay or its representatives in connection with the Services or this Agreement. The term “Confidential Information” does not include information that: (a) is or becomes known to the public through no fault of Consultant; (b) Consultant rightfully possessed before receiving it from or on behalf of Hudson’s Bay; (c) is subsequently disclosed to Consultant by a third-party who insofar as is known to Consultant is not under an obligation of confidentiality; or (d) Consultant develops independently without using Confidential Information.

8) **PROPRIETARY RIGHTS.**

- a) Deliverables. As used herein, the term **“Deliverables”** means all work product, discoveries, improvements, ideas, processes, techniques, specifications, diagrams, artwork, data files, formulae, code, programs, documents, manuals, sound or video recordings, designs, fixtures, equipment, inventions (whether or not patentable), created, conceived, authored or invented by Consultant (either solely or jointly with others) analyses, compilations, studies or other documents prepared by Consultant, in connection with performing any Services. Consultant agrees to make full and prompt disclosure to Hudson’s Bay in writing of any and all Deliverables.
- b) Pre-existing Materials. The parties acknowledge that the Deliverables may include discoveries, improvements, ideas, works of authorship, inventions, know-how, and other technology that is: (a) created prior to the date of agreement independently of performing any work for Hudson’s Bay; and (b) is owned prior to the date of agreement by Consultant or others who consent to such use by Consultant and Consultant’s clients (hereinafter **“Preexisting Materials”**). Hudson’s Bay acknowledges and agrees that the Preexisting Materials are owned by Consultant and ownership thereof is not assigned to Hudson’s Bay. Consultant hereby grants to Hudson’s Bay and irrevocable, perpetual, transferable, non- exclusive, royalty free, worldwide license to make use, sell and import (and have others make, use, sell and import), modify, reproduce and publish any such pre-existing Materials in connection with Deliverables, for all purposes related to the Applicants’ business.
- c) Deliverables Owned By Hudson’s Bay. Provided, always, that Consultant has been paid in full for the Services rendered under this Agreement, Consultant does hereby assign to Hudson’s Bay or its designee the entire worldwide right, title, interest and any goodwill appurtenant to the Deliverables (other than Preexisting Materials), including without limitation, all copyrights, copyright renewals or reversions, trademarks, trade names, trade dress rights, inventions, patent rights, priority rights and any other rights or protections in connection therewith or related thereto, for exploitation in any form or medium, of any kind or nature whatsoever, whether now known or hereafter devised, regardless of whether such Deliverables are selected or used by Hudson’s Bay. Hudson’s Bay may add to, subtract from, arrange, rearrange,

change and adapt the Deliverables in Hudson's Bay's sole and absolute discretion, and Consultant hereby waives all rights under U.S., Canadian, or other foreign copyright laws for any and all purposes for which such Deliverables may be used, and any rights of attribution and integrity or any other moral rights with respect to such Deliverables and any uses thereof to the full extent now or hereafter permitted by the laws of the U.S., Canada, or any other country.

- 9) **INDEMNIFICATION.** Consultant shall defend, indemnify and hold harmless the Applicants, their subsidiaries and their officers, directors, shareholders, contractors, agents and employees from and against any and all liabilities, obligations, losses, damages, injuries, penalties, actions, judgments, suits, claims, costs, expenses or disbursements (including without limitation, reasonable legal fees and legal costs), arising out of, or in connection with the negligence, intentional misconduct or fraud by Consultant or Consultant's employees, with respect to any such damages arising from: (i) negligence, fraud or misconduct by Consultant's or Consultant's employees; (iii) any allegation that any employee of Consultant is an employee or dependent contractor of Hudson's Bay; (iv) Consultant's failure to pay taxes, licences, premiums, fees, permits, fines, orders, and assessments levied or assessed against Consultant in connection with or incidental to the performance of Consultant's obligation under this Agreement; and (v) any failure to make any deductions, withholdings, remittances and contributions on behalf of Consultant's employees, if required by law.
- 10) **RIGHT TO OFFSET.** Intentionally deleted.
- 11) **NO WAIVER.** No term, section or provision of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.
- 12) **AMENDMENTS.** The parties agree that this Agreement may be amended only upon mutual written agreement signed by both parties, with the prior written consent of the Monitor.
- 13) **SEVERABILITY.** If any provision or section of this Agreement is held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not be affected or impaired.
- 14) **SURVIVAL.** All warranties and indemnities survive the termination or expiration of this Agreement. In addition, every other provision that by its terms is intended to survive termination or expiration of this Agreement will do so.
- 15) **GOVERNING LAW.** This Agreement shall be governed by the laws of Ontario and all laws of Canada applicable therein. Each party hereto submits to the exclusive jurisdiction of the Court in any action, application, reference or other proceeding arising out of or related to this Agreement and agrees that all claims in respect of any

such actions, application, reference or other proceeding shall be heard and determined in the Court. The parties shall not raise any objection to the venue of any action, application, reference or other proceeding arising out of or related to this Agreement in the Court, including the objection that the proceedings have been brought in an inconvenient forum.

- 16) **NOTICES.** All notices permitted or required under this Agreement must be in writing and must be delivered in one of the following ways: (i) personally, with such notice effective upon delivery; (ii) by nationally-recognized overnight courier, with such notice effective at the date and time noted in the delivery records of the overnight courier; or (iii) by email, with such notice effective upon receipt or upon the business day that delivery is made. Either party may change its address for notice upon 10 days' written notice to the other party. Notices shall be sent to the address for each party set forth below. A copy of notices (legal matters only) to Consultant shall be sent as follows:

- a) To Consultant at:

~~Jones Lang LaSalle Real Estate Services,~~Oberfeld Snowcap Inc.
121 King Street West, Suite 1800
Toronto, ON M5H 3T9

~~510 W Georgia St~~
~~Vancouver, BC V6B 0M3~~

Attention: ~~Connor O'Keeffe, VP~~Jay Freedman
Email: ~~connor.okeeffe@jll~~jay@oberfeldsnowcap.com

With a copy to (legal notices only):

ML Kaufman LLP
2220-800 René-Lévesque Blvd. West
Montreal, QC H3B 1X9
~~Jones Lang LaSalle Real Estate Services, Inc~~
~~22 Adelaide St W., 26th Floor~~
~~Toronto ON M5H 4E3~~

Attention: ~~Head of Legal~~Michael Schacter
Email: ~~paul.greven@jll.com~~mschacter@mlkaufman.ca

- b) To Hudson's Bay at:

Hudson's Bay Company ULC Compagnie De La Baie D'Hudson SRI
401 Bay Street, Unit 500
Toronto, Ontario M5H 2Y4

Attention: Jennifer Bewley, Chief Financial Officer
Email: jennifer.bewley@hbc.com

With a copy to:

Alvarez & Marsal Canada Inc.
3501 - 200 Bay Street
Toronto, Ontario M5J 2J1

Attention: Al Hutchens
Email: ahutchens@alvarezandmarsal.com

and to

Stikeman Elliott LLP
5300 Commerce Court West
199 Bay Street
Toronto, Ontario M5L 1B9

Attention: Jonah Mann
Email: jmann@stikeman.com

- 17) **ASSIGNMENT.** This Agreement and the Exhibits hereto shall enure to the benefit of and be binding upon Hudson's Bay, its successors and its assigns. This Agreement, and any rights, obligations and interests hereunder, shall not be assignable by Consultant.
- 18) **ENTIRE AGREEMENT.** This Agreement constitutes the entire expression of the parties' agreement with regard to the subject matter of this Agreement. All prior and contemporaneous negotiations and agreements between the parties with regard to the subject matter of this Agreement are expressly superseded by this Agreement.
- 19) **HEALTH AND SAFETY.** Consultant represents that it is familiar with the provisions of the occupational health and safety statutes and regulations in the jurisdiction in which the Services will be provided and will comply strictly at all times therewith. Consultant represents that it is not required to apply for coverage under applicable workers compensation legislation in connection with performing the Services.
- 20) **PRIVACY.**
- a) Provided, always that such policy has been provided to Consultant, Consultant shall comply with Hudson's Bay's privacy policy in effect from time to time.
 - b) Consultant acknowledges and agrees that information, in any form, about an identifiable individual (including, without limitation, customer and client contact information and Hudson's Bay's employees (such as name, address, e-mail address and telephone number), proof of identity (such as signature and driver's licence number), financial and billing information (such as credit card details and credit history) and demographic information (such as age, education and occupation)) acquired by Consultant in connection with the performance of its obligations under this Agreement (collectively, "**Personal Information**") shall be considered proprietary information of Hudson's Bay and all right, title and interest in and to Personal Information is owned by Hudson's Bay. Consultant agrees that it shall use all Personal Information, provided by Hudson's Bay only for the purposes specified by Hudson's Bay. Upon request from Hudson's Bay, Consultant shall either destroy or provide to Hudson's Bay all such Personal Information.
 - c) Consultant shall independently collect Personal Information only with the prior approval of Hudson's Bay. In such circumstances, Consultant shall limit the

collection of Personal Information to that which is necessary to perform its obligations under this Agreement. Consultant shall identify and document the purposes for which such Personal Information is collected either at or before the time information is collected.

- d) Consultant shall limit its use of Personal Information to those purposes which are necessary to perform the Services and shall maintain Personal Information in strict confidence. Unless authorized by Hudson's Bay in writing or otherwise required by law, Consultant will not disclose Personal Information that is collected or held by Consultant to any third parties for any reason whatsoever. If Consultant is served with a court application, motion or other process (a "**Court Process**") compelling disclosure of Personal Information, Consultant will notify Hudson's Bay and the Monitor of such Court Process, and will permit Hudson's Bay and the Monitor a reasonable opportunity to intervene before Consultant files any response to such Court Process. Consultant shall immediately refer to Hudson's Bay: (i) any questions or complaints received by Consultant regarding the privacy practices of Hudson's Bay, or of Consultant with respect to the Services; and (ii) any individuals looking for access to their Personal Information with respect to the Services. Consultant shall assign responsibility to a person responsible for all Personal Information with respect to the services performed under this Agreement in its possession or under its control and for ensuring that the terms of this Agreement with respect to Personal Information are being followed.
 - e) Consultant shall take all reasonable security safeguards consistent with Hudson's Bay's privacy policy that are necessary to protect the Personal Information against loss, theft, unauthorized access, disclosure, copying, use or modification. Such security safeguards shall include, as consistent with Hudson's Bay's privacy policy, limiting access to employees on a "need-to-know" basis, implementing password and physical access controls, or other means, where appropriate and depending on the sensitivity of the Personal Information.
 - f) Consultant shall immediately inform Hudson's Bay of any breach of security affecting or potentially affecting the Personal Information. Consultant shall reasonably cooperate with Hudson's Bay, its representatives and service providers to: (i) resolve and mitigate the effects of a breach of security and (ii) allow Hudson's Bay to comply with its regulatory notification obligations following a breach of security.
 - g) The obligations of Consultant set forth in this Section 20 shall survive termination or expiration of this Agreement.
- 21) **PROFESSIONAL ADVICE.** Consultant acknowledges that it has read and understands the terms and conditions contained in this Agreement, and that Hudson's Bay has provided a reasonable opportunity for Consultant to obtain independent legal advice prior to executing this Agreement. Hudson's Bay acknowledges and agrees that Consultant and its agents are not providing any legal, tax or environmental advice in connection with this Agreement and to indemnify and hold them harmless in this

regard.

- 22) **COUNTERPART EXECUTION.** This Agreement may be executed in as many counterparts as the parties hereto may deem necessary or convenient, and each such counterpart shall be deemed an original, but all of which, together, shall constitute one and the same document. This Agreement and/or counterparts hereto may also be executed in original, email (PDF form) and parties hereto agree to adopt any signatures received by email (PDF form) as original signatures of the parties.
- 23) **NO LIABILITY OF OFFICERS, DIRECTORS, ETC.** In the enforcement of their rights hereunder, the parties agree that neither of them shall seek or obtain a money judgment, or exercise any other right or remedy, against any of the officers, directors, shareholders, employees, agents or principals (disclosed or undisclosed) of the parties or any of their successors or assigns. Neither party shall be liable to the other for, and each party hereby waives any and all rights to claim against the other, any special, indirect, incidental, consequential, punitive or exemplary damages in connection with this Agreement, including but not limited to lost profits. Except for any breach of indemnification obligations under above Section 9, in no event shall Consultant's liability to Hudson's Bay exceed ~~Ten~~Two Million (\$~~10,000,000.00~~2,000,000.00) Dollars. The terms and conditions set forth in this clause shall survive the expiration or termination of this Agreement

[Remainder of Page Intentionally Left Blank. Signature Page Follows.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first stated above.

~~JONES LANG LASALLE REAL ESTATE SERVICES,~~ OBERFELD SNOWCAP INC.

Signature:

~~Alan MacKenzie, CEO~~

Name (Print)

**HUDSON'S BAY COMPANY ULC
COMPAGNIE DE LA BAIE D'HUDSON
SRI**

Signature:

Name (Print)

EXHIBIT 'A'

SCOPE OF SERVICES

Consultant, either directly or through its agents, will provide the following Services to Hudson's Bay in connection with the proposed acquisition, modification, assignment and/or transfer of the leases described in Exhibit 'B' under the heading "**Leases**" (collectively, the "**Leases**" and each a "**Lease**") pursuant to the Lease Monetization Process Approval Order that Hudson's Bay intends to seek from the Court on March ~~17~~21, 2025:

- (a) provide local knowledge regarding real estate market conditions and activity;
- (b) leverage landlord, and other potential parties in support of the Lease acquisition, modification, amendment, assignment or transfer;
- (c) assist with, among other things, the sale, transfer, assignment or other termination of the Leases and advise and consult with Hudson's Bay and the Monitor throughout the Term; and
- (d) provide any required licensed real estate brokerage services.

In connection with the Services, Consultant also agrees to:

- (e) at Hudson's Bay's request, co-operate with all licensed real estate brokers, representatives and agents in the sale, transfer, assignment or other termination of a Lease; and
- (f) at Hudson's Bay's request, assist Hudson's Bay in negotiating binding agreements of purchase and sale, termination or assignment (commercial and financial terms only) with those parties identified by Hudson's Bay and after the execution of a binding agreement in respect of the foregoing, assist and facilitate such transactions.

In performing the Services, Consultant shall act at the direction of Hudson's Bay, and in acting at such direction, in Hudson's Bay's best interests only and only receive instructions from individuals approved by Hudson's Bay from time to time in writing. Consultant shall have no authority to: (i) commit Hudson's Bay to any sale, assignment or termination of a Lease; (ii) provide information concerning a Lease or leased location which has not been pre-approved in writing by Hudson's Bay or the Monitor; (iii) make statements, representations or warranties about a Lease; and/or (iv) act in any capacity other than as set forth in this Agreement. All unsolicited written enquiries received by Consultant and all correspondence submitted to Consultant in respect of a Lease or leased location shall be brought to Hudson's Bay's and the Monitor's attention on a timely basis. All unsolicited written enquiries received by Hudson's Bay or the Monitor and all offers submitted to Hudson's Bay or the Monitor in respect of a Lease or leased location during the Term (and any extensions) shall be brought to Consultant's attention on a timely basis.

EXHIBIT 'B'**LEASES****Hudson's Bay**

Center	City	Prov.	GLA	Landlord
The Bay Centre	Victoria	BC	229,275	Manulife - Jones Lang LaSalle
Polo Park Shopping Centre	Winnipeg	MB	212,086	Cadillac Fairview
Midtown Plaza	Saskatoon	SK	174,306	Cushman & Wakefield
Market Mall	Calgary	AB	200,000	Cadillac Fairview
Cambridge Centre	Cambridge	ON	131,453	Morguard
Fairview Park	Kitchener	ON	184,714	Westcliff
Sherway Gardens	Toronto	ON	223,477	Cadillac Fairview
Champlain Mall	Brossard	QC	143,786	Cominar
Woodbine Centre	Toronto	ON	139,953	Woodbine Mall Holdings Inc.
Fairview Pointe Claire	Pointe Claire	QC	179,578	Cadillac Fairview
St. Laurent Shopping Centre	Ottawa	ON	145,074	Morguard
Markville Shopping Centre	Markham	ON	140,094	Cadillac Fairview
Erin Mills Town Centre	Mississauga	ON	140,526	Cushman & Wakefield
Aberdeen Mall	Kamloops	BC	123,289	Cushman & Wakefield
Willowbrook Shopping Centre	Langley	BC	131,146	Quadreal Property Group
Kingsway Garden Mall	Edmonton	AB	153,264	Oxford
Fairview Mall	Toronto	ON	152,420	Cadillac Fairview
Carrefour De L'Estrie	Sherbrooke	QC	116,265	Group Mach Inc
Sunridge Mall	Calgary	AB	161,330	Primaris
Centerpoint Mall	Toronto	ON	122,502	Morguard
Parkwood Mall	Prince George	BC	111,500	BentalGreen Oak

Center	City	Prov.	GLA	Landlord
Pickering Town Centre	Pickering	ON	121,730	PTC Ownership LP c/o Salthill Property Management Inc.
Mapleview Centre	Burlington	ON	129,066	Ivanhoe Cambridge
Upper Canada Mall	Newmarket	ON	142,780	Oxford
Coquitlam Centre	Coquitlam	BC	120,086	Morguard
Whiteoaks Mall	London	ON	165,759	Westdell Development
St. Vital Shopping Centre	Winnipeg	MB	122,002	BentallGreen Oak
Limeridge Mall	Hamilton	ON	125,307	Cadillac Fairview
Hillcrest Mall	Richmond Hill	ON	136,915	Oxford
Masonville	London	ON	84,928	Cadillac Fairview
Les Promenades Gatineau	Gatineau	QC	140,364	Westcliff
Les Galeries De La Capitale	Quebec City	QC	163,034	Primaris
Mayflower Mall	Sydney	NS	82,944	Mccor
Richmond Centre	Richmond	BC	169,692	Cadillac Fairview
Oakville Place	Oakville	ON	119,428	Riocan
Londonderry Mall	Edmonton	AB	60,838	Cushman & Wakefield
Medicine Hat Mall	Medicine Hat	AB	93,217	Primaris
St. Albert Centre	St. Albert	AB	93,313	Primaris
Orchard Park Shopping Centre	Kelowna	BC	127,290	Primaris
Village Green Mall	Vernon	BC	83,036	BentallGreen Oak
Mic Mac Mall	Dartmouth	NS	151,303	Cushman & Wakefield
Bramalea City Centre	Brampton	ON	131,438	Morguard
Cataraqui Town Centre	Kingston	ON	113,054	Primaris
Conestoga Mall	Waterloo	ON	130,580	Primaris
Centre Commercial Rockland	Montreal	QC	147,594	Cominar

Center	City	Prov.	GLA	Landlord
Place Rosemere Shopping Centre	Rosemere	QC	132,483	Morguard
Woodgrove Centre	Nanaimo	BC	146,452	Central Walk Woodgrove
Mayfair Shopping Centre	Victoria	BC	166,073	Central Walk Mayfair
Oshawa Centre	Oshawa	ON	122,624	Primaris
Carrefour Angrignon	LaSalle	QC	128,888	Westcliff
Yorkdale Shopping Centre	Toronto	ON	303,438	Oxford
Guildford Shopping Centre	Surrey	BC	174,462	Ivanhoe Cambridge
Centre Laval	Laval	QC	134,377	Cominar
Southgate Shopping Centre	Edmonton	AB	236,551	Primaris
Sevenoaks Shopping Centre	Abbotsford	BC	128,739	Morguard
Cherry Lane Shopping Centre	Penticton	BC	94,643	Manulife- Jones Lang LaSalle
Chinook Centre	Calgary	AB	206,514	Cadillac Fairview
Bower Place	Red Deer	AB	110,672	Quadreal Property Group
West Edmonton Mall	Edmonton	AB	164,250	Triple Five
Southcentre Mall	Calgary	AB	164,514	Oxford
Lethbridge Centre	Lethbridge	AB	133,243	Melcor
Georgian Mall	Barrie	ON	90,748	Riocan
Place d'Orleans Shopping Centre	Ottawa	ON	115,501	Primaris
Bayshore Shopping Centre	Ottawa	ON	180,696	Cushman & Wakefield
Pen Centre	St. Catharines	ON	150,110	BentallGreen Oak
Downtown	Vancouver	BC	636,828	RioCan-HBC Limited Partnership
Downtown	Calgary	AB	448,834	RioCan-HBC Limited Partnership
Downtown	Montreal	QC	655,396	RioCan-HBC Limited

Center	City	Prov.	GLA	Landlord
				Partnership
Downtown	Ottawa	ON	305,305	RioCan-HBC Limited Partnership
Square One	Mississauga	ON	204,174	Oxford
Devonshire Mall	Windsor	ON	165,584	RioCan-HBC Limited Partnership
Scarborough Town Centre	Toronto	ON	231,759	Oxford
Les Promenades St Bruno	St-Bruno	QC	131,808	Cadillac Fairview
Carrefour Laval	Laval	QC	177,022	Cadillac Fairview
Metrotown Centre	Burnaby	BC	140,545	Ivanhoe Cambridge II Inc. and Ivanhoe Cambridge Inc.
Park Royal Shopping Centre	Vancouver	BC	161,647	Park Royal Shopping Centre Holdings Ltd
Eglinton Square	Toronto	ON	115,205	KS Eglinton Square Inc.
176 Yonge St.	Toronto	ON	675,722	Ontrea Inc.
Les Galeries d'Anjou	Montreal	QC	176,474	Ivanhoe Cambridge Inc. – Anjou

Saks Fifth Avenue

Center	City	Prov.	GLA	Landlord
Sherway Gardens	Toronto	ON	132,256	Cadillac Fairview
Chinook Centre	Calgary	AB	115,586	Ontrea Inc.
Toronto Eaton Centre	Toronto	ON	175,000	Ontrea Inc.

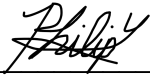
Saks Fifth Avenue Off Fifth

Center	City	Prov.	GLA	Landlord
Tanger Outlets	Ottawa	ON	28,357	Riocan Holdings (TJV) Inc. and 1633272 Alberta ULC
Outlet Collection at Niagara	Niagara	ON	32,387	The Outlet Collection (Niagara) Limited
Vaughan Mills	Vaughan	ON	34,992	Ivanhoe Cambridge II Inc. and TRE2 Non-US Bigfoot Corp.
Toronto Premium Outlets	Halton Hills	ON	24,887	Halton Hills Shopping Centre Partnership
Crossiron Mills	Rocky View	AB	30,009	Crossiron Mills Holdings Inc.
Queensway	Toronto	ON	27,042	Horner Developments Ltd. and Mantella & Sons Investments Ltd.
Downtown Ottawa	Ottawa	ON	34,887	RioCan-HBC Limited Partnership
Tsawwassen Mills	Tsawwassen	BC	32,733	Central Walk Tsawwassen Mills Inc.
Outlet Collection Winnipeg	Winnipeg	MB	32,204	The Outlet Collection at Winnipeg Limited and Seasons Retail Corp
Place Ste-Foy	Quebec	QC	33,254	Ivanhoe Ste-Foy Inc.
Pickering Town Centre	Pickering	ON	30,033	PTC Ownership LP
Skyview Power Centre	Edmonton	AB	30,026	Skyview Equities Inc. and SP Green Properties LP
Park Royal Shopping Centre	Vancouver	BC	33,300	Park Royal Shopping Centre Holdings Inc.

Distribution Centres

Center	City	Prov.	GLA	Landlord
Scarborough Logistics Center	Toronto	ON	738,102	100 Metropolitan Portfolio Inc
Vancouver Logistics Center	Richmond	BC	416,900	PIRET (18111 Blundell Road) Holdings Inc.
Eastern Big Ticket Center	Toronto	ON	501,000	ONTARI Holdings Ltd.
Toronto Logistics Center	Toronto	ON	221,244	BCIMC Realty Corporation

EXHIBIT "D"
referred to in the Affidavit of
JENNIFER BEWLEY
Sworn March 21, 2025

A handwritten signature in black ink, appearing to read "Philip", is written over a horizontal line.

Commissioner for Taking Affidavits

CONSULTING AGREEMENT

This Consulting Agreement, dated as of March 20, 2025 (this “Agreement”) is made by and between HUDSON’S BAY COMPANY ULC COMPAGNIE DE LA BAIE D’HUDSON SRI (collectively, the “Merchant”) and HILCO MERCHANT RETAIL SOLUTIONS ULC (the “Consultant”, and together with the Merchant, the “Parties” and each a “Party”), under which Consultant shall act as the exclusive consultant for the purpose of conducting a sale of certain Merchandise and FF&E (each as defined below) at eighty-seven (87) of the Merchant’s ninety-three (93) stores as set forth on Exhibit “1A” as may be amended from time to time (a “Store”, and collectively the “Stores”), as such Exhibit may be amended by the Merchant with the consent of the Monitor to add or remove Stores in accordance with Section B(4) below, and as located at the Distribution Centres set forth on Exhibit “1B” annexed hereto (the “Distribution Centres”) through a “Store Closing”, “Everything Must Go”, “Everything on Sale” or similar themed sale (the “Sale”) in accordance with the terms of the sale guidelines substantially in the form attached hereto as Exhibit “B” (the “Sale Guidelines”). Only Merchant-approved Sale terminology, as set out in the Sales Guidelines, will be utilized at each Store.

R E C I T A L S:

WHEREAS, the Merchant operates a network of 93 retail stores under the “Hudson’s Bay”, “The Bay”, “Saks Fifth Avenue”, and “Saks OFF 5TH” banners in Ontario, British Columbia, Alberta, Manitoba, Nova Scotia, Saskatchewan, and Quebec, three (3) distribution centres in Ontario and one (1) in British Columbia, and a corporate office in Ontario.

WHEREAS, Merchant is subject to an Initial Order (as amended, restated or otherwise modified from time to time, the “Initial Order”) of the Ontario Superior Court of Justice (Commercial List) (the “Court”) dated March 7, 2025 pursuant to which, among other things, it has received protection under the *Companies’ Creditors Arrangement Act* (the “CCAA Proceedings”), Alvarez & Marsal Canada Inc. has been appointed as monitor of the Merchant (in such capacity, the “Monitor”).

WHEREAS the Merchant intends to seek an order in the CCAA Proceedings approving, among other things, this Agreement and the conduct of the Sale, in accordance with the terms hereof and the Sale Guidelines (the “Approval Order”).

WHEREAS, the Merchant intends to seek an additional order amending and restating the Initial Order on or before March 17, 2025 which will seek court approval for, amongst other things a stay extension (such an order being, the “ARIO”).

WHEREAS, Consultant is willing to serve as the Merchant’s exclusive consultant for the purpose of providing such consulting services, upon the terms and conditions and in the manner set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

A. Merchandise

For purposes hereof, “Merchandise” shall mean all inventory that is owned by any Merchant and actually sold in the Stores during the Sale Term (as defined below) and consigned goods at concession stands in the Stores as may be added from time to time to the Sale with the consent of the Consultant and the applicable licensor (“Added Concession Merchandise”) pursuant to a concession agreement (a “Concession Agreement”), the aggregate amount of which shall be determined using the gross rings inventory taking method, which may include inventory that (i) is located at, or in transit to the Stores as of the Sale Commencement Date, and/or

(ii) is located at or in transit to the Merchant's Distribution Centres and is earmarked for sale in the Stores by the Merchant prior to the Sale Commencement Date; provided, however, the Merchant and the Consultant agree that "Merchandise" shall expressly exclude:

- (1) goods which belong to sublessees, licensees or concessionaires of Merchant not constituting Added Concession Merchandise;
- (2) goods held by the Merchant on memo or consignment (including Consignment Goods (as defined below), unless otherwise agreed to by Merchant and Consultant;
- (3) partially owned, third party owned and/or leased furnishings, trade fixtures, equipment and/or improvements to real property that are located in the Stores and the Distribution Centres;
- (4) owned furnishings, trade fixtures, equipment, machinery, office supplies, conveyor systems, racking, rolling stock, any vehicles or other modes of transportation, and other personal property, or improvements to real property, that are located in the Stores, Distribution Centres but excluding the conveyor system at the Distribution Centre in Scarborough (collectively, "FF&E");
- (5) damaged or defective merchandise that cannot be sold;
- (6) Additional Consultant Goods (as defined below);
- (7) gift cards (third party and Merchant branded); and
- (8) any goods excluded from the definition of Merchandise in accordance with this Section A.

B. Sale Term

1) For each Store, the Sale shall commence on the first business day following the entry of the Approval Order, which shall in no event be later than March 24, 2025 (the "Sale Commencement Date") and conclude no later than June 15, 2025 (the "Sale Termination Date"); provided, however, that the Parties may, in consultation with the Monitor, mutually agree in writing to extend the Sale Termination Date or to terminate the Sale at any Store prior to the Sale Termination Date. The period between the Sale Commencement Date and the Sale Termination Date shall be referred to as the "Sale Term."

2) At the conclusion of the Sale, Consultant shall surrender the premises for each Store to Merchant (a) in "broom swept" and clean condition, subject to Consultant's right pursuant to Section F below to abandon in a neat and orderly manner all unsold FF&E, and (b) if requested by Merchant, in accordance with the lease requirements for such premises or, if applicable, the Concession Agreement unless otherwise agreed with the landlord or the licensor of such Store; provided, however, that, if Merchant requests that Consultant surrender any premises in accordance with the lease requirements, Merchant shall bear all costs and expenses associated with surrendering the premises in accordance with the lease requirements or Concession Agreement for such premises, to the extent such expenses were incurred by Consultant in accordance with a budget mutually agreed to in writing between the Consultant and Merchant prior to surrender of the premises. At the conclusion of the Sale at each Store, Consultant shall photographically document the condition of each such Store and provide such photographs to Merchant within ten (10) days. Photographs shall reference with specificity each Store by number, name and/or location.

3) At the conclusion of the Sale Term, to the extent there is any Merchandise remaining on the Sale Termination Date (the "**Remaining Merchandise**"), such Remaining Merchandise shall, subject to the terms hereof, be sold on behalf of Merchant or otherwise disposed of by the Consultant as directed by the Merchant, in consultation with the Monitor. The costs and expenses of removing and disposing of the Remaining Merchandise shall be incurred pursuant to a written budget or budgets (in addition to the Expense Budget (as defined below)), to be established from time to time by mutual agreement of the Parties with the consent of the Monitor (the "Remaining Merchandise Costs"). Any associated expenses shall be paid by the Merchant as Remaining Merchandise Costs and in accordance with the budget referred to herein, and the gross receipts thereof (net of sales taxes) shall be included in the calculation of the Base Fee, Concession Fee, and Removal Fee, (each as defined below) due to the Consultant. To the extent any proceeds from any sale or disposition of any Remaining Merchandise is received by the Consultant after the applicable Sale Termination Date, such proceeds shall be treated in accordance with Section G (*Payments & Accounting*).

4) Merchant may provide a revised Exhibit “1A” to Consultant, either adding or removing any one or more of the Stores, provided that the number of remaining Stores is not less than 25, and Exhibit “1A” will be deemed amended for all purposes hereunder. For clarity, a location that has been removed from Exhibit “1A” in accordance with this provision (a) shall not, after, its removal from Exhibit “1A”, constitute a Store for purposes of the Sale, and no further Sale of Merchandise or FF&E at such location shall be undertaken pursuant to this Agreement; and (b) may be re-added to Exhibit “1A” upon delivery of a further revised Exhibit “1A” to Consultant in accordance with this provision and the Merchant’s agreement to pay Costs. If a Store is removed from the Sale the Consultant shall be entitled to the Base Fee, Wholesale Fee, Concession Fee and FF&E Commissions accrued to such date that the Store is removed from the Sale, *plus* a flat fee (the “Removal Fee”) of \$40,000 per removed Store until May 1, 2025 and \$20,000 thereafter.

C. Project Management

1) Consulting Services

The Merchant will seek the Approval Order from the Court. Subject to the entry of and the terms of the Approval Order, the Merchant hereby retain the Consultant, and the Consultant hereby agrees to serve as an independent consultant to the Merchant, in connection with the conduct of the Sale as set forth herein. With respect to the Sale, the Consultant shall serve as the exclusive consultant to the Merchant relative thereto throughout the Sale Term and may not be compensated by any other party, except as provided for herein.

The Merchant and Consultant shall agree on an allocation of Merchandise across Stores to support or optimize the Sale.

2) Consultant’s Undertakings

During the Sale Term, Consultant shall, in collaboration with Merchant and the Monitor, (a) provide qualified supervisors (the “Supervisors”) engaged by Consultant to oversee the management of the Stores and the Sale; (b) recommend appropriate point-of-sale and external advertising for the Stores, approved in advance by Merchant; (c) recommend appropriate discounts of Merchandise, staffing levels for the Stores, and appropriate bonus and incentive programs, if any, for the Stores’ employees, in each case approved in advance by Merchant in consultation with the Monitor; (d) oversee display of Merchandise for the Stores; (e) to the extent that information is available, evaluate sales of Merchandise by category and sales reporting and monitor expenses; (f) maintain the confidentiality of all proprietary or non-public information regarding Merchant or their affiliates, the Stores and underlying lease agreements and Concession Agreements, in accordance with the provisions of the confidentiality agreements signed by the Parties; (g) assist Merchant in connection with managing and controlling loss prevention and employee relations matters; (h) to the extent necessary, assist Merchant in obtaining all required permits and governmental consents required to conduct the Sale except as otherwise provided in the Approval Order; and (i) provide such other related services deemed necessary or appropriate by Merchant and Consultant, in consultation with the Monitor.

The Consultant shall provide qualified supervision to oversee the conduct of the Sale in the Stores as may be required to maximize sales, the expense for which is included in the Expense Budget (defined below). In connection with the Sale, the Consultant shall indirectly retain and engage the Supervisors. The Supervisors shall not be deemed to be employees or consultants of the Merchant in any manner whatsoever; nor do the Supervisors have any relationship with the Merchant by virtue of this Agreement or otherwise which creates any liability or responsibility on behalf of the Merchant for the Supervisors. During the Sale Term, the Supervisors shall perform the services provided for herein during normal Store operating hours and for the period of time prior to the Stores opening and subsequent to the Stores closing, as required in connection with the Sale, in the Consultant’s discretion and direction. In consideration of Consultant’s engagement of the Supervisors, the Merchant agrees to pay the Consultant, as a Cost of the Sale (defined below), the amount of reasonable and documented Supervisor-related wages, fees paid to arm’s length third parties, travel, expenses, deferred compensation and third party payroll costs and expenses, in accordance with and subject to the

Expense Budget (collectively, the “Supervisor Costs”). The Supervisor Costs set forth in the Expense Budget include, among other things, industry standard deferred compensation. The Merchant shall reimburse Consultant for all Supervisor Costs weekly, based upon invoices or other documentation reasonably satisfactory to the Merchant and the Monitor.

All right, title and interest of the Merchant in and to all Merchandise and FF&E shall remain with Merchant at all times during the Sale Term until such Merchandise (and Remaining Merchandise) and FF&E is sold or otherwise disposed of in accordance with the terms hereof and of the Approval Order. Although the Consultant shall undertake its obligations under this Agreement in a manner designed to achieve the desired results of the Sale and to maximize the benefits to the Merchant, the Merchant expressly acknowledges that the Consultant is not guaranteeing the results of the Sale. All Sales of Merchandise and FF&E in the Stores or through the Distribution Centres shall be made in the name and on behalf of the Merchant, and all sales during the Sale Term shall be final with no returns accepted or allowed. All sales of Merchandise shall be by cash, gift card, debit card or credit card in accordance with Merchant’s policies and subject to the terms of the ARIO and Approval Order. The Parties acknowledge and agree that no Stores will honor returns with respect to any items purchased during the Sale. The Stores shall accept gift cards and similar items issued by the Merchant prior to the Sale Commencement Date up to and including April 6, 2025. Stores shall not accept any loyalty programs but shall accept employee and retiree discounts reduced to 10% on all items except when the item is categorized as clearance up to and including April 6, 2025. Sales will continue through the Websites up to and including April 15, 2025. No refunds or exchanges will be accepted.

Without limiting the generality of the foregoing or the terms of the confidentiality agreements between Merchant and Consultant (the “Confidentiality Agreements”), all information of a business nature relating to the pricing, sales, promotions, marketing, assets, liabilities or other business affairs of the Merchant, their customers, employees, or affiliated entities constitutes the Merchant’s confidential, trade secret information (the “Merchant’s Confidential Information”), which is and shall remain the exclusive intellectual property of Merchant and shall be treated as strictly confidential by the Consultant in accordance with and subject to the Confidentiality Agreements. The Consultant agrees to maintain strict confidentiality in accordance with the Confidentiality Agreements and agrees that it may use the Merchant’s Confidential Information only as reasonably necessary to perform its obligations related to the Sale. If and to the extent the use or other handling of any Personal Information (as defined below) is necessary for the Consultant to perform its obligations hereunder, the Consultant shall comply with all Data Security Requirements (as defined below) and such other reasonable restrictions requested by the Merchant. For purposes of this Agreement, “Personal Information” means any natural person’s name, street address, telephone number, e-mail address, social insurance number, driver’s license number, passport number, credit card number, or user or account number, or any other piece of information that, individually or when combined with other information, allows the identification of a natural person or is otherwise considered personally identifiable information or personal data protected under any applicable Data Security Requirement. For purposes of this Agreement, “Data Security Requirements” means, collectively, all of the following to the extent relating to privacy, security, or security breach notification requirements: (i) each Merchant’s own rules, policies and procedures; (ii) all applicable statutes and regulations; (iii) industry standards applicable to the industry in which any Merchant’s business is conducted; and (iv) contracts into which any Merchant has entered or by which it is otherwise bound, provided such contracts (or the requirements of such contracts) are provided to the Consultant.

The Parties expressly acknowledge and agree that Merchant shall have no liability to the Supervisors for wages, bonuses, benefits, severance pay, termination pay, vacation pay, pay in lieu of notice of termination or any other liability arising from Consultant’s hiring or engagement of the Supervisors, and the Supervisors shall not be considered employees of Merchant.

3) Merchant’s Undertakings

During the Sale Term, Merchant as applicable, shall: (a) be the employer of the Stores’ and Distribution Centres’ employees, other than the Supervisors; (b) be responsible for all taxes, costs, expenses, accounts payable, and other liabilities relating to the Stores and Distribution Centres, the Stores’ and

Distribution Centres' employees and other representatives of Merchant (in accordance with the terms of this Agreement); (c) prepare and process all tax forms and other documentation with respect thereto; (d) collect all HST/GST and other applicable taxes assessed on the sale of the Merchandise, Additional Consultant Goods and FF&E and pay them to the appropriate taxing authorities; (e) use reasonable efforts to cause Merchant's employees to cooperate with Consultant and the Supervisors; (f) execute all agreements mutually determined by the Merchant and Consultant, in consultation with the Monitor, to be necessary or desirable for the operation of the Stores or Distribution Centres during the Sale; (g) arrange for the ordinary maintenance of all point-of-sale equipment required for the Stores; and (h) use reasonable efforts to ensure that Consultant has quiet access to and use of the Stores and Distribution Centres for the Sale Term in order to perform its obligations under this Agreement.

Merchant shall provide throughout the Sale Term central administrative services necessary for the Sale, including (without limitation) customary POS administration, sales audit, cash reconciliation, accounting, and payroll processing, as currently available through the Merchant's existing accounting and IT systems, all at no cost to Consultant.

The Parties expressly acknowledge and agree that Consultant shall have no liability to Merchant's employees for wages, bonuses, benefits, severance pay, termination pay, vacation pay, pay in lieu of notice of termination or any other liability arising from Merchant's employment, hiring or retention of its employees, and such employees shall not be considered employees of Consultant.

D. The Sale

All sales of Merchandise and FF&E shall be made on behalf of Merchant. Consultant does not have, nor shall it have, any right, title or interest in the Merchandise, FF&E. All sales of Merchandise and FF&E shall be by cash, gift card, or credit or debit card and, at Merchant's discretion or otherwise in accordance with Merchant's policies and in each case subject to the terms of the Approval Order, and shall be "final" with no returns accepted or allowed, unless otherwise directed by Merchant. Merchant and Consultant shall not sell gift cards during the Sale Term.

E. Consultant Fee and Expenses in Connection with the Sale

(1) In consideration of its services hereunder, subject to Section B(4) above, Merchant shall pay Consultant a "Base Fee" equal to two percent (2.0%) of the Gross Proceeds of Merchandise sold at the Stores. Merchant shall pay Consultant a "Concession Fee" equal to five percent (5%) of the Gross Proceeds of Added Concession Merchandise, or as otherwise agreed between the Consultant, Merchant and applicable consignee/licensee in lieu of the Base Fee. Consultant shall earn a base wholesale fee of seven and one half percent (7.5%) of the Gross Proceeds of Merchandise sold through Consultant's wholesale channels (the "Wholesale Fee"). For purposes of this Agreement, "Gross Proceeds" means gross receipts from sales of Merchandise (as applicable) during the Sale Term and shall not include sales generated from merchandise sold from the Distribution Centres via the Merchant's webstores or e-commerce websites (collectively, the "Websites"), net of applicable HST/GST.

(2) Merchant shall be responsible for all expenses of the Sale, including (without limitation) all Store-level operating expenses, all Distribution Centre expenses, all costs and expenses related to Merchant's other retail store operations, and all of Consultant's reasonable and documented out of pocket expenses incurred pursuant to the Expense Budget (the "Costs"). To control Costs, Merchant and Consultant have established an aggregate budget (the "Expense Budget") of certain delineated expenses, including (without limitation) payment of the costs of supervision, advertising and signage costs, and other miscellaneous expenses incurred by Consultant, including reasonable legal fees. The Expense Budget for the Sale is attached hereto as Exhibit "C". The Expense Budget may only be modified with the consent of the Monitor and by mutual written (including email) agreement of Consultant and Merchant. The costs of supervision set forth on Exhibit "C" include, among other things, industry standard deferred compensation. Notwithstanding anything herein to the contrary, unless consented to by the Monitor and otherwise agreed to by Merchant in writing,

Merchant shall not be obligated to pay costs of supervision and advertising costs that have not been included, or provided for, in the Expense Budget, as may be amended in accordance with the terms of this Agreement. Merchant shall reimburse Consultant for all Costs actually incurred by the Consultant up to the aggregate budgeted amount set forth in the Expense Budget.

F. Furniture, Fixtures and Equipment

Consultant shall undertake to sell the FF&E that is owned by the Merchant in the Stores, Distribution Centers from the facilities themselves. Merchant shall be responsible for all reasonable and documented costs and expenses incurred by Consultant in connection with the sale of the FF&E, which costs and expenses shall be incurred pursuant to a written budget or budgets (in addition to the Expense Budget) to be established from time to time with the consent of the Monitor and by mutual agreement of the Parties (such costs and expenses, not including the Costs, shall be referred to as the “FF&E Costs”). Consultant shall have the right to abandon at the facilities any unsold FF&E.

In consideration for providing the services set forth in this Section F, Consultant shall be entitled to a commission from the sale of the FF&E equal to fifteen percent (15.0%) of the gross proceeds of the sale of the FF&E (net only of applicable HST/GST) (the “FF&E Commission”).

Notwithstanding anything in this Agreement to the contrary, Consultant shall not have any obligation whatsoever to cap any electrical or plumbing outlets or purchase, sell, make, store, handle, treat, dispose, or remove any hazardous materials from the Stores, Distribution Centres, or otherwise. Consultant shall have no liability to any party for any environmental action brought: (a) that is related to the storage, handling, treatment, disposition, generation, or transportation of hazardous materials, or (b) in connection with any remedial actions associated therewith. The Merchant (and not Consultant) shall be solely responsible to cap all electrical items and plumbing outlets and to remove all hazardous materials from the Stores and Distribution Centres.

G. Payments & Accounting

All proceeds of sales of Merchandise and FF&E through the Sale shall be collected by Merchant's Store management personnel and deposited into existing Merchant deposit accounts. During the Sale Term, all accounting matters (including, without limitation, the determination of the Costs, FF&E Commission, FF&E Costs and all other fees, expenses, or other amounts reimbursable or payable hereunder) shall be reconciled by the Parties, in consultation with the Monitor, on every Wednesday for the prior calendar week and the amounts determined to be owing for such prior calendar week pursuant to such reconciliation shall be paid within seven (7) days after each such weekly reconciliation.

The Parties shall, in consultation with the Monitor, complete a final reconciliation and settlement of all amounts payable pursuant to this Agreement (including, without limitation, the determination of the Base Fee, Wholesale Fee, Removal Fee, Additional Consultant Goods Fee (as defined below), Consignment Goods Fee, Concession Fee, Costs, FF&E Commission, FF&E Costs and all other fees, expenses, or other amounts reimbursable or payable hereunder) no later than forty five (45) days following (a) the Sale Termination Date for the last Store (the “Final Reconciliation”), or (b) the date upon which this Agreement is terminated in accordance with its terms. Within ten (10) days after the Final Reconciliation, (a) any amounts that are determined to be owing by Merchant to the Consultant shall be paid by the Merchant to the Consultant, and (b) any amounts that are determined to be owing by the Consultant to the Merchant as a result of any overpayments shall be paid by the Consultant to the Merchant.

The fees paid to Consultant hereunder have been agreed by the Parties based on the total number of Stores subject to this Agreement as set forth on Exhibit “1A”, as may be amended from time to time. To the extent Merchant voluntarily adds or eliminates Stores from the Sale, the Merchant shall be responsible for Consultant's actual expenses incurred, as defined in the Expense Budget and accrued in connection with the

Sale in each removed Store or expenses accrued as a result of the Merchant adding a new location to Exhibit "1A".

In addition, The Merchant and Consultant shall consult in respect of the manner in which any Additional Consultant Goods and/or Consignment Goods located at the Stores which are removed or added, are to be addressed.

H. Additional Consultant Goods

Subject to the Approval Order, Consultant shall have the right to supplement the Merchandise in the Sale at the Stores with additional goods procured by Consultant which are of like kind and category, and no lesser quality to the Merchandise in the Sale at the Stores ("Additional Consultant Goods"); provided that the Additional Consultant Goods sold as part of the Sale will not exceed \$50,000,000 at cost in the aggregate; and (ii) the Additional Consultant Goods are of like kind and category and no lesser quality to the Merchandise, and consistent with any restriction on usage of the Stores set out in the applicable leases. The Additional Consultant Goods shall be purchased by Consultant as part of the Sale, and delivered to the Stores and such purchase and transportation costs shall be incurred by the Consultant. Sales of Additional Consultant Goods shall be run through Merchant's cash register systems; provided, however, that Merchant shall assist with marking, and Consultant shall mark the Additional Consultant Goods, using either a "dummy" SKU or department number, or in such other manner so as to distinguish the sale of Additional Consultant Goods from the sale of Merchandise. For the avoidance of doubt, the Merchant shall provide the Consultant with "dummy" SKUs or unique "fee codes" within seven (7) days of the Sale Commencement Date. Consultant and Merchant shall also cooperate so as to ensure that the Additional Consultant Goods are marked in such a way that a reasonable consumer could identify the Additional Consultant Goods as non-Merchant goods. Additionally, Consultant shall provide signage in the Stores notifying customers that the Additional Consultant Goods have been included in the Sale.

Consultant shall pay to Merchant an amount equal to six and a half percent (6.5%) of the gross proceeds (excluding sales taxes) from the sale of Additional Consultant Goods completed during the Sale Term (the "Additional Consultant Goods Fee") plus the applicable sales tax, including, GST/HST or QST, and Consultant shall retain all remaining amounts from the sale of the Additional Consultant Goods. Any amount due from Consultant to Merchant in respect of the sale of Additional Consultant Goods in accordance with this Section H shall be paid not later than three (3) business days following the Parties' completion of each weekly reconciliation with respect to sales of Additional Consultant Goods sold by Consultant during the prior week (or at such other mutually agreed upon time).

Consultant and Merchant intend that the transactions relating to the Additional Consultant Goods are, and shall be construed as, a true consignment from Consultant to Merchant in all respects and not a consignment for security purposes. Subject solely to Consultant's obligations to pay to Merchant the Additional Consultant Goods Fee, at all times and for all purposes the Additional Consultant Goods and their proceeds shall be the exclusive property of Consultant, and no other person or entity shall have any claim against any of the Additional Consultant Goods or their proceeds. Merchant shall, at Consultant's sole cost and expense, insure the Additional Consultant Goods and, if required, promptly file any proofs of loss with regard to same with Merchant's insurers. Consultant shall be responsible for payment of any deductible under any such insurance in the event of any casualty affecting the Additional Consultant Goods.

Merchant acknowledges, and the Approval Order shall provide, that the Additional Consultant Goods shall be consigned to Merchant as a true consignment under applicable law. Consultant is hereby granted a first priority security interest in and lien upon (i) the Additional Consultant Goods and (ii) the Additional Consultant Goods proceeds, and Consultant is hereby authorized to make any filings and provide notifications to any prior secured parties and which security interest shall be deemed perfected pursuant to the Approval Order without the requirement of any such filings or providing notifications to any prior secured parties (provided that Consultant is hereby authorized to deliver all required notices and file all necessary financing statements and amendments thereof under applicable law identifying Consultant's interest in the Additional

Consultant Goods as consigned goods thereunder and the Merchant as the consignee therefor, and Consultant's security interest in and lien upon such Additional Consultant Goods and Additional Consultant Goods proceeds).

I. Consignment Goods

Merchant and Consultant shall have the right to continue to procure and sell Consignment Goods in the Stores pursuant to the Consignment Agreement dated August 1, 2024. Sales of goods provided to Merchant under the Consignment Agreement (the "Consignment Goods") shall be run through the Merchant's cash register / point of sale systems; provided, however, that the Merchant shall assist with marking, and the Consultant shall mark the Consignment Goods, using "dummy" SKUs or unique "fee codes" or department numbers, or in such other manner so as to distinguish the sale of Consignment Goods from the sale of Merchandise. Purchase and transportation costs related to the Consignment Goods shall be incurred by the Consultant.

The Consultant shall pay to the Merchant an amount equal to six and a half percent (6.5%) of the gross proceeds (excluding sales taxes) from the sale of Consignment Goods completed during the Sale Term (the "Consignment Goods Fee") plus the applicable sales including, GST/HST or QST, and the Consultant shall retain all remaining amounts from the sale of the Consignment Goods. Any amount due from the Consultant to the Merchant in respect of the sale of Consignment Goods in accordance with this Section I shall be paid not later than three (3) business days following the Parties' completion of each weekly reconciliation with respect to sales of Consignment Goods sold by the Consultant during the prior week (or at such other mutually agreed upon time).

Subject to the submission of any applicable Tax election, the Merchant shall collect and remit all HST/GST or QST and other applicable sales taxes assessed on the sale of the Consignment Goods or Additional Consultant Goods to the taxing authorities (or to Consultant if Consultant is responsible for submission to the taxing authorities) (collectively, "**Taxes**") in accordance with the applicable law (other than taxes payable on the income of the Consultant or other taxes, which taxes shall be paid by Consultant to the applicable taxing authority on a timely basis). Merchant shall collect and remit any such Taxes, on behalf of Consultant, to the applicable taxing authority on a timely basis.

The Consultant and the Merchant intend that the transactions relating to the Consignment Goods are, and shall be construed as, a true consignment from the Consultant to the Merchant in all respects and not a consignment for security purposes. Subject solely to the Consultant's obligations to pay to the Merchant the Consignment Goods Fee, at all times and for all purposes the Consignment Goods and their proceeds shall be the exclusive property of the Consultant, and no other person or entity shall have any claim against any of the Consignment Goods or their proceeds. The Merchant shall, at the Consultant's sole cost and expense, insure the Consignment Goods and, if required, promptly file any proofs of loss with regard to same with the Merchant's insurers. The Consultant shall be responsible for payment of any deductible under any such insurance in the event of any casualty affecting the Consignment Goods.

The Merchant acknowledges that the Consignment Goods shall be consigned to the Merchant as a true consignment under applicable law. Subject to the Court's issuance of the Approval Order, the Consultant is hereby granted a first priority security interest in and charge and lien upon (i) the Consignment Goods; and (ii) the Consignment Goods proceeds, and the Consultant is hereby authorized to make any filings and provide notifications to any prior secured parties.

J. Indemnification

1) Merchant's Indemnification

Merchant shall indemnify, defend, and hold Consultant and its consultants, members, managers, partners, officers, directors, employees, attorneys, advisors, representatives, lenders, potential co-investors,

principals, affiliates, and Supervisors (collectively, “Consultant Indemnified Parties” and each a “Consultant Indemnified Party”) harmless from and against all liabilities, claims, demands, damages, costs and expenses (including reasonable attorneys’ fees) arising from or related to: (a) the willful or negligent acts or omissions of Merchant or the Merchant Indemnified Parties (as defined below); (b) the material breach of any provision of this Agreement by Merchant; (c) any liability or other claims, including, without limitation, product liability claims, asserted by customers, any Store employees (under a collective bargaining agreement or otherwise), or any other person (excluding Consultant Indemnified Parties) against Consultant or a Consultant Indemnified Party, except claims arising from Consultant’s negligence, willful misconduct, gross negligence, unlawful behavior or the sale of any Additional Consultant Goods; (d) any harassment, discrimination or violation of any laws or regulations or any other unlawful, tortious or otherwise actionable treatment of Consultant Indemnified Parties or Merchant’s customers by Merchant or Merchant Indemnified Parties; and (e) Merchant’s failure to pay over to the appropriate taxing authority any taxes required to be paid by Merchant during the Sale Term in accordance with applicable law.

2) Consultant’s Indemnification

Consultant shall indemnify, defend and hold Merchant and its consultants, members, managers, partners, officers, directors, employees, attorneys, advisors, representatives, lenders, potential co-investors, principals, and affiliates (other than the Consultant or the Consultant Indemnified Parties) (collectively, “Merchant Indemnified Parties” and each a “Merchant Indemnified Party”) harmless from and against all liabilities, claims, demands, damages, costs and expenses (including reasonable attorneys’ fees) arising from or related to (a) the willful or negligent acts or omissions of Consultant or the Consultant Indemnified Parties; (b) the breach of any provision of, or the failure to perform any obligation under, this Agreement by Consultant; (c) any liability or other claims made by Consultant Indemnified Parties or any other person (excluding Merchant Indemnified Parties) against a Merchant Indemnified Party arising out of or related to Consultant’s conduct of the Sale, except claims arising from Merchant’s negligence, willful misconduct, gross negligence, or unlawful behavior; (d) any harassment, discrimination or violation of any laws or regulations or any other unlawful, tortious or otherwise actionable treatment of Merchant Indemnified Parties, or Merchant’s customers by Consultant or any of the Consultant Indemnified Parties; (e) any claims made by any party engaged by Consultant as an employee, agent, representative or independent contractor arising out of such engagement, including, without limitation, the Supervisors; and (f) the sale of any Additional Consultant Goods.

K. Insurance

1) Merchant’s Insurance Obligations

Merchant shall maintain throughout the Sale Term, liability insurance policies (including, without limitation, products liability (to the extent currently provided), comprehensive public liability insurance and auto liability insurance) covering injuries to persons and property in or in connection with the Stores or Distribution Centres, and shall, to the extent reasonably practicable, cause Consultant to be named an additional insured with respect to all such policies. At Consultant’s request, Merchant shall provide Consultant with a certificate or certificates evidencing the insurance coverage required hereunder. In addition, Merchant shall maintain throughout the Sale Term, in such amounts as it currently has in effect, workers compensation insurance in compliance with all statutory requirements.

2) Consultant’s Insurance Obligations

Consultant shall maintain (at its sole cost and expense) throughout the Sale Term, liability insurance policies (including, without limitation, products liability/completed operations, contractual liability, comprehensive public liability and auto liability insurance) on an occurrence basis in an amount of at least two million dollars (\$2,000,000) and an aggregate basis of at least five million dollars (\$5,000,000) covering injuries to persons and property in or in connection with Consultant’s provision of services at the Stores. Consultant shall name Merchant as an additional insured and loss payee under such policy, and upon execution of this Agreement provide Merchant with a certificate or certificates evidencing the insurance coverage

required hereunder. In addition, Consultant shall maintain throughout the Sale Term, workers' compensation insurance in compliance with all statutory requirements. Further, should Consultant employ or engage third parties to perform any of Consultant's undertakings with regard to this Agreement, Consultant will ensure that such third parties are covered by Consultant's insurance or maintain all of the same insurance as Consultant is required to maintain pursuant to this paragraph and name Merchant as an additional insured and loss payee under the policy for each such insurance.

L. Going Concern Sale

- (a) The Parties acknowledge and agree that in the event of one or more going concern transactions, including to any related party, for any Merchant's business or any portion thereof, Merchant shall be entitled to add/remove any Stores from the Sale in accordance with Section B(4) and:
 - (i) the Parties shall work cooperatively and in good faith to modify the transaction contemplated hereunder appropriately and the Parties shall:
 - (A) agree to a revised Expense Budget to reflect the Costs of running the Sale at the Stores (including for any Added Concession Merchandise); and
 - (B) agree on appropriate advertising regarding the Sale to be included on the Websites, at the Merchant's expense including, without limitation, with respect to store locator and a headline banner promoting the Sale;
 - (ii) Merchant shall not, and shall use commercially reasonable efforts to ensure that any going concern buyer does not, offer for sale through the Websites or other e-commerce platform, any goods included among the Merchandise at an effective price, determined on an item-by-item and SKU basis (after accounting for all applicable discounts, promotions, coupons, programs), less than the then-current price offered in the Stores for such items as part of the Sale; and
 - (iii) notwithstanding anything contained herein, the Base Fee and FF&E Commission will not apply to any Merchandise or FF&E included in the applicable going concern transaction(s), and no other fees, expenses, or other amounts arising following the date on which the applicable Stores are removed from Exhibit "1A" in accordance with Section B(4) will be payable to the Consultant hereunder in connection with such Merchandise and FF&E. For the avoidance of doubt, nothing in this paragraph shall be construed to relieve Merchant of any obligations, fees, expenses or other amounts specified under Section B(4).

M. Representations, Warranties, Covenants and Agreements

1) Merchant warrants, represents, covenants and agrees that, subject to the issuance of the Approval Order: (a) Merchant is a limited partnership duly formed, validly existing and in good standing under the laws of the province of Ontario, with full power and authority to execute and deliver this Agreement and to perform its obligations hereunder; (b) the execution, delivery and performance of this Agreement has been duly authorized by all necessary actions of Merchant and this Agreement constitutes a valid and binding obligation of Merchant enforceable against Merchant in accordance with its terms and conditions, and the consent of no other entity or person is required for Merchant to fully perform all of its obligations herein; (c) all ticketing of Merchandise at the Stores has been and will be done in accordance with Merchant's customary ticketing practices; (d) all normal course hard markdowns on the Merchandise have been, and will be, taken consistent with Merchant's customary practices, and (e) subject to the Sale Guidelines and this Agreement, the Stores and Distribution Centres will be operated in the ordinary course of business in all respects, except as otherwise expressly agreed to by Merchant and Consultant, in consultation with the Monitor.

2) Each party comprising the Consultant warrants, represents, covenants and agrees that: (a) Consultant is a company duly organized, validly existing and in good standing under the laws of its jurisdiction of organization, with full power and authority to execute and deliver this Agreement and to perform the Consultant's obligations hereunder; (b) the execution, delivery and performance of this Agreement has been duly authorized by all necessary actions of Consultant and this Agreement constitutes a valid and binding obligation of Consultant enforceable against Consultant in accordance with its terms and conditions, and the consent of no other entity or person is required for Consultant to fully perform all of its obligations herein; (c) Consultant shall comply with and act in accordance with any and all applicable federal, provincial and local laws, rules, and regulations, and other legal obligations of all governmental authorities; (d) no non-emergency repairs or maintenance in the Stores or Distribution Centres will be conducted without Merchant's prior written consent; (e) Consultant will not take any disciplinary action against any employee of Merchant; and (f) Consultant is not a non-resident of Canada pursuant to the *Income Tax Act* and shall provide the Merchant with its relevant sales tax numbers prior to the Sale.

3) The Merchant shall collect all sales taxes and shall be solely responsible for reporting and paying the same to the appropriate taxing authorities in accordance with applicable law.

4) The Merchant shall seek Court approval of this Agreement and the Sale Guidelines pursuant to the Approval Order. The Parties expressly acknowledge and agree that the entering into of this Agreement by the Merchant is subject to the issuance of the Approval Order approving, among other things, this Agreement, the Sale Guidelines and the conduct of the Sale and that should the Approval Order not be obtained, this Agreement shall have no force or effect.

5) The Consultant shall conduct the Sale in accordance with the terms of this Agreement, the Approval Order and the Sales Guidelines.

N. Termination

The following shall constitute "Termination Events" hereunder:

1) A Merchant's or the Consultant's failure to perform any of their respective material obligations hereunder, which failure shall continue uncured seven (7) days after receipt of written notice thereof to the defaulting Party;

2) Any representation or warranty made by a Merchant or the Consultant is untrue in any material respect as of the date made or at any time and throughout the Sale Term; or

3) The Sale is terminated or materially interrupted or impaired for any reason, including but not limited to an order of the Court, other than as a result of an Event of Default (as defined below) by the Consultant or the Merchant.

If a Termination Event occurs, (i) the non-defaulting Party in the event of a Termination Event arising under subparagraphs (1) or (2) above (an "**Event of Default**"), or (ii) either Party in the event of a Termination Event arising under subparagraph (c) above, may, in its discretion, elect to terminate this Agreement by providing seven (7) business days' written notice thereof to the other Party and, in the case of an Event of Default, in addition to terminating this Agreement, pursue any and all rights and remedies and damages resulting from such Event of Default.

If this Agreement is terminated, the Merchant shall be obligated to pay the Consultant all amounts due and owing by the Merchant to the Consultant under this Agreement through and including the termination date of the Agreement, subject to the rights of Merchant in the event of an Event of Default by the Consultant.

O. Notices

All notices, certificates, approvals, and payments provided for herein shall be sent by electronic mail or by recognized overnight delivery service as follows: (a) to Merchant: at the address listed above, with a copy to counsel to the Merchant: Stikeman Elliot LLP, 5300 Commerce Court West, 199 Bay Street, Toronto, ON M5L 1B9, Attn: Elizabeth Pillon, Email: epillon@stikeman.com; (b) to Consultant: Hilco Merchant Retail Solutions, ULC c/o Hilco Merchant Resources, LLC, 5 Revere Drive, Suite 206, Northbrook, IL 60062, Attention: T. Kellan Grant, Email: kgrant@hilcoglobal.com, with a copy to counsel to the Consultant at: Cassels Brock & Blackwell LLP, Suite 3200, Bay Adelaide Centre — North Tower, 40 Temperance St, Toronto, Ontario M5H 0B4 Canada, Attn: Monique Sassi, Esq., Email: msassi@cassels.com; or (c) such other address as may be designated in writing by Merchant or Consultant, and in either case, with a copy to the Monitor at: Alvarez & Marsal Canada Inc., 200 Bay St., Toronto, ON M5J 2J1, Attn: Greg Karpel, Email: gkarpel@alvarezandmarsal.com, with a copy to the Monitor's counsel: Bennett Jones LLP, One First Canadian Place, Suite 3400, P.O. Box 130, Toronto, Ontario, M5X 1A4, Attn: Sean Zweig & Mike Shakra, Email: zweigs@bennettjones.com / shakram@bennettjones.com.

P. Independent Consultant

Consultant's relationship to Merchant is that of an independent contractor without the capacity to bind Merchant in any respect. No employer/employee, principal/agent, joint venture or other such relationship is created by this Agreement. Merchant shall have no control over the hours that Consultant or its employees or assistants or the Supervisors work or the means or manner in which the services that will be provided are performed and Consultant is not authorized to enter into any contracts or agreements on behalf of Merchant or to otherwise create any obligations of Merchant to third parties, unless authorized in writing to do so by Merchant, with the consent of the Monitor.

Q. Non-Assignment

Neither this Agreement nor any of the rights hereunder may be transferred or assigned by either Party without the prior written consent of the other Party; provided, however, that Consultant may syndicate this transaction with one or more third parties upon notice to, but not the consent of Merchant. No modification, amendment or waiver of any of the provisions contained in this Agreement, or any future representation, promise or condition in connection with the subject matter of this Agreement, shall be binding upon any Party to this Agreement unless made in writing and signed by a duly authorized representative or agent of such Party. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective legal representatives, successors and permitted assigns.

R. Severability

If any term or provision of this Agreement, as applied to either Party or any circumstance, for any reason shall be declared by a court of competent jurisdiction to be invalid, illegal, unenforceable, inoperative or otherwise ineffective, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. If the surviving portions of the Agreement fail to retain the essential understanding of the Parties, the Agreement may be terminated by mutual consent of the Parties.

S. Governing Law, Venue, Jurisdiction and Jury Waiver

This Agreement, and its validity, construction and effect, shall be governed by and enforced in accordance with the laws of the Province of Ontario (without reference to the conflicts of laws provisions therein) and the laws of Canada applicable therein. Merchant and Consultant waive their respective rights to trial by jury of any cause of action, claim, counterclaim or cross-complaint in any action, proceeding and/or hearing brought by either Consultant against Merchant or Merchant against Consultant on any matter

whatsoever arising out of, or in any way connected with, this Agreement, the relationship between Merchant and Consultant, any claim of injury or damage or the enforcement of any remedy under any law, statute or regulation, emergency or otherwise, now or hereafter in effect.

T. Entire Agreement

Other than with respect to the Confidentiality Agreement, this Agreement, together with all additional schedules and exhibits attached hereto, constitutes a single, integrated written contract expressing the entire agreement of the Parties concerning the subject matter hereof. No covenants, agreements, representations or warranties of any kind whatsoever have been made by any Party except as specifically set forth in this Agreement. All prior agreements, discussions and negotiations are entirely superseded by this Agreement.

U. Execution

This Agreement may be executed simultaneously in counterparts (including by means of electronic mail, facsimile or portable document format (pdf) signature pages), any one of which need not contain the signatures of more than one party, but all such counterparts taken together shall constitute one and the same instrument. This Agreement, and any amendments hereto, to the extent signed and delivered by means of electronic mail, a facsimile machine or electronic transmission in portable document format (pdf), shall be treated in all manner and respects as an original thereof and shall be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person.

V. Canadian Dollars

The Expense Budget expresses amounts in Canadian dollars. All references to monetary amounts in this Agreement are in Canadian dollars.

W. Choice of Language.

The parties have specifically required that this Agreement and all related documents be drafted and executed in English. *Les parties aux présentes ont formellement demandé à ce que la présente convention et tous les documents auxquels celle-ci réfère soient rédigés et signés en langue anglaise.*

*[Remainder of Page Intentionally Left Blank]
[Signatures Appear Next Page]*

IN WITNESS WHEREOF, the Merchant and the Consultant have executed this Agreement or caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date first written above.

MERCHANT:

HUDSON'S BAY COMPANY ULC

Signed by:
By: Jennifer Bewley
Name: Jennifer Bewley
Its: Chief Financial Officer

CONSULTANT:

**HILCO MERCHANT RETAIL SOLUTIONS
ULC**

By: T. Kellan Grant
Name: T. Kellan Grant
Its: EVP Commercial Counsel

Exhibit “1A”

List of Stores

Store List

Loc #	Concept/Banner	Name	Address	City	Province	Postal Code	Gross Sq. Ft.	Selling Sq. Ft.
1101	HB	Vancouver	674 Granville Street	Vancouver	BC	V6C 1Z6	636,828	268,615
1104	HB	Vernon	4900 27th Street	Vernon	BC	V1T 2C7	83,036	52,427
1106	HB	Kamloops	1320 Trans Canada Highway	Kamloops	BC	V1S 1J1	123,289	75,263
1107	HB	Langley	19705 Fraser Highway	Langley	BC	V3A 7E9	131,146	75,947
1108	HB	Mayfair	3125 Douglas Street	Victoria	BC	V8Z 3K3	166,073	98,462
1109	HB	Prince George	1602 15th Avenue	Prince George	BC	V2L 3X3	111,500	65,549
1111	HB	Richmond	6060 Minoru Boulevard	Richmond	BC	V6Y 1Y2	169,692	99,185
1112	HB	Saskatoon	201 First Avenue S	Saskatoon	SK	S7K 3M1	174,306	104,744
1114	HB	Calgary	200 8th Avenue SW	Calgary	AB	T2P 1B5	448,834	156,145
1116	HB	Red Deer	4900 Molly Bannister Drive	Red Deer	AB	T4R 1N9	110,672	63,783
1117	HB	St Vital	1225 St. Mary's Road	Winnipeg	MB	R2M 5E5	122,002	72,272
1118	HB	Nanaimo	6631 Island Highway N	Nanaimo	BC	V9T 4T7	146,452	89,289
1119	HB	Kelowna	2271 Harvey Avenue	Kelowna	BC	V1Y 6H3	127,290	73,739
1125	HB	Southgate	5015 111 Street NW	Edmonton	AB	T6H 4M7	236,551	136,448
1127	HB	Metrotown	4850 Kingsway	Burnaby	BC	V5H 4P2	140,545	83,246
1135	HB	Londonderry	137 Avenue NW & 66 Street NW	Edmonton	AB	T5C 3C8	119,058	60,549
1136	HB	Medicine Hat	3292 Dunmore Road SE	Medicine Hat	AB	T1B 2R4	93,217	59,070
1138	HB	Chinook	6455 Macleod Trail SW	Calgary	AB	T2H 0L1	206,514	118,832
1139	HB	Victoria	1150 Douglas Street	Victoria	BC	V8W 2C8	229,275	109,432
1140	HB	Polo Park	1485 Portage Avenue	Winnipeg	MB	R3G 0W4	212,086	106,864
1142	HB	Guildford	1400 Guildford Town Centre	Surrey	BC	V3W 7B7	174,462	100,799
1144	HB	Market Mall	3625 Shaganappi Trail NW	Calgary	AB	T3A 0E2	200,000	116,182
1145	HB	St Albert	330 St. Albert Road	St. Albert	AB	T8N 0P9	93,313	59,398
1147	HB	West Edmonton	8882 170 Street NW	Edmonton	AB	T5T 3J7	164,250	91,907
1148	HB	Lethbridge	200 4th Avenue S	Lethbridge	AB	T1J 4C8	133,243	71,559
1149	HB	Penticton	2111 Main Street	Penticton	BC	V2A 6V1	94,643	57,885
1150	HB	Sunridge	2525 36 Street NE	Calgary	AB	T1Y 5T4	161,330	93,940
1161	HB	Park Royal	725 Park Royal N	West Vancouver	BC	V7T 1H9	171,924	103,516
1162	HB	Abbotsford	32900 S Fraser Way	Abbotsford	BC	V2S 5A1	128,739	71,378
1164	HB	Southcentre	100 Anderson Road SE	Calgary	AB	T2J 3V1	164,514	97,362
1171	HB	Coquitlam	2929 Barnet Highway	Port Coquitlam	BC	V3B 5R9	120,086	72,222
1183	HB	Kingsway	1 Kingsway Garden Mall NW	Edmonton	AB	T5G 3A6	153,264	92,124

Store List

Loc #	Concept/Banner	Name	Address	City	Province	Postal Code	Gross Sq. Ft.	Selling Sq. Ft.
1512	HB	Eglinton	1 Eglinton Square	Scarborough	ON	M1L 2K1	115,205	64,994
1514	HB	Fairview	1800 Sheppard Avenue E	Willowdale	ON	M2J 5A7	152,420	96,733
1515	HB	Centrepont	6500 Yonge Street	Willowdale	ON	M2M 3X4	122,502	34,631
1517	HB	Bramalea	25 Peel Centre Drive	Bramalea	ON	L6T 3R5	131,438	75,220
1518	HB	Mississauga	100 City Centre Drive	Mississauga	ON	L5B 2C9	204,174	110,446
1522	HB	Woodbine	500 Rexdale Boulevard	Rexdale	ON	M9W 6K5	139,953	84,972
1523	HB	Erin Mills	5100 Erin Mills Parkway	Mississauga	ON	L5M 4Z5	140,526	76,858
1526	HB	Oshawa	419 King Street W	Oshawa	ON	L1J 2K5	122,624	73,332
1527	HB	Masonville	1680 Richmond Street	London	ON	N6G 3Y9	84,928	54,906
1530	HB	Oakville	240 Leighland Avenue	Oakville	ON	L6H 3H6	119,428	69,559
1531	HB	New Market	17600 Yonge Street N	Newmarket	ON	L3Y 4Z1	142,780	80,911
1532	HB	Markham	5000 Highway 7	Markham	ON	L3R 4M9	140,094	81,170
1533	HB	Pickering	1355 Kingston Road	Pickering	ON	L1V 1B8	121,730	71,396
1535	HB	Barrie	465 Bayfield Street	Barrie	ON	L4M 4Z9	90,748	56,199
1537	HB	Mapleview	900 Maple Avenue	Burlington	ON	L7R 3X5	129,066	83,235
1541	HB	London White Oaks	1105 Wellington Road	London	ON	N6A 1V4	165,759	101,430
1542	HB	Kitchener	3050 Kingsway Drive	Kitchener	ON	N2G 2J7	184,714	94,018
1543	HB	Windsor	3030 Howard Avenue	Windsor	ON	N8X 3Y8	165,584	61,418
1544	HB	Sherway	25 The West Mall	Etobicoke	ON	M9C 1B8	223,477	119,194
1546	HB	Scarborough	300 Borough Drive	Scarborough	ON	M1P 4P5	231,759	129,964
1547	HB	Hillcrest	9350 Yonge Street	Richmond Hill	ON	L4C 5G2	136,915	80,318
1550	HB	Limeridge	999 Upper Wentworth Street	Hamilton	ON	L9A 4X5	146,801	77,335
1554	HB	Yorkdale	3401 Dufferin Street	Toronto	ON	M6A 2T9	303,438	165,789
1560	HB	Queen Street	176 Yonge Street	Toronto	ON	M5C 2L7	675,722	579,031
1573	HB	Pen Centre	221 Glendale Avenue	St. Catharines	ON	L2T 2K9	150,110	75,661
1575	HB	Waterloo	550 King Street N	Waterloo	ON	N2L 5W6	130,580	83,625
1576	HB	Cambridge	355 Hespeler Road	Cambridge	ON	N1R 8J9	131,453	71,171
1601	HB	Montreal Main	585 St. Catherine Street W	Montreal	QC	H3B 3Y5	655,396	241,978
1606	HB	Laval	1600 Le Corbusier Boulevard	Chomedey	QC	H7S 1Y9	134,377	38,112
1607	HB	Rockland	2435 Rockland Avenue	Mount Royal	QC	H3P 2Z3	147,594	88,086
1610	HB	St Bruno	800 Boulevard des Promenades	St. Bruno	QC	J3V 5J9	131,808	78,644
1611	HB	Pointe Claire	6790 Autoroute Trans-Canadienn	Pointe Claire	QC	H9R 1C5	179,578	104,383

Store List

Loc #	Concept/Banner	Name	Address	City	Province	Postal Code	Gross Sq. Ft.	Selling Sq. Ft.
1612	HB	Anjou	7895 Boulevard des Galeries-d'Anjou	Anjou	QC	H1M 1W6	176,474	119,601
1613	HB	Carrefour Laval	3045 Boulevard Le Carrefour	Laval	QC	H7T 1C7	177,022	98,907
1616	HB	Sherbrooke	3000 Boulevard de Portland	Sherbrooke	QC	J1L 1R8	116,265	56,485
1617	HB	Angrignon Montreal - Lasalle	7091 Boulevard Newman	LaSalle	QC	H8N 1X1	128,888	73,983
1618	HB	Place D'orleans	110 Place D'Orleans Drive	Orleans	ON	K1C 2L9	115,501	74,136
1631	HB	Rideau	73 Rideau Street	Ottawa	ON	K1N 5W8	305,305	160,171
1633	HB	St Laurent	1200 St. Laurent Boulevard	Ottawa	ON	K1K 3B8	145,074	95,501
1634	HB	Bayshore	100 Bayshore Drive	Ottawa	ON	K2B 8C1	180,696	101,440
1637	HB	Gatineau	1100 Ouest Boulevard	Gatineau	QC	J8T 6G3	140,364	70,247
1638	HB	Rosemere	401 Boulevard Labelle	Rosemere	QC	J7A 3T2	132,483	82,338
1640	HB	La Capitale	5401 Boulevard des Galeries	Quebec City	QC	G2K 1N4	163,034	90,476
1644	HB	Kingston	945 Gardiner Road	Kingston	ON	K7M 7H4	113,054	71,657
1646	HB	Dartmouth	21 Micmac Road	Dartmouth	NS	B3A 4K7	151,303	87,363
1647	HB	Sydney	800 Grand Lake Road	Sydney	NS	B1P 6S9	82,944	49,355
1649	HB	Brossard	2150 Boulevard Lapiniere	Brossard	QC	J4W 2T5	143,786	80,882
7315	SO5	Tanger Outlet Ottawa	8555 Campeau Drive	Kanata	ON	K2T 1B7	28,357	28,357
7316	SO5	The Outlet Collection	300 Taylor Road	Niagara on the Lake	ON	L0S 1J0	32,387	32,387
7317	SO5	Vaughan Mills	1 Bass Pro Mills Drive	Vaughan	ON	L4K 0A2	34,992	34,992
7318	SO5	Premium Outlets Halton Hills	13850 Steeles Avenue W	Trafalgar	ON	L7G 0J1	24,887	24,887
7319	SO5	Crossiron Mills	261055 Crossiron Boulevard	Calgary	AB	T0M 0E0	30,009	30,009
7320	SO5	Sherway / Queensway	1950 The Queensway	Toronto	ON	M9C 5H5	27,042	27,042
7322	SO5	Rideau Downtown	73 Rideau Street	Ottawa	ON	K1N 5W8	34,887	34,887
7324	SO5	Tsawwassen Mills	5000 Canoe Pass Way	Tsawwassen	BC	V4M 0B3	32,733	32,733
7326	SO5	Outlet Collection	555 Sterling Lyon Parkway	Winnipeg	MB	R3P 1J9	32,204	32,204
7327	SO5	Place Ste. Foy	2450 Boulevard Laurier	Quebec City	QC	G1V 2L1	33,254	33,254
7329	SO5	Pickering Town Centre	1355 Kingston Road	Pickering	ON	L1V 1B8	30,033	30,033
7332	SO5	Skyview	13554 137 Avenue NW	Edmonton	AB	T5L 5E9	30,026	30,026
7333	SO5	Park Royal	755 Park Royal N	North Vancouver	BC	V7T 1H9	33,300	33,300
8356	Saks	Toronto	176 Yonge Street	Toronto	ON	M5C 2L7	168,153	168,153
8357	Saks	Sherway Gardens	25 The West Mall	Toronto	ON	M9C 1B8	140,475	140,475
8358	Saks	Chinook Centre	6455 Macleod Trail SW	Calgary	AB	T2H 0K8	126,996	126,996

Exhibit “1B”
List of Distribution Centres

Distribution Centres

Center	City	Prov.	GLA	Landlord
Scarborough Logistics Center	Toronto	ON	738,102	100 Metropolitan Portfolio Inc
Vancouver Logistics Center	Richmond	BC	416,900	PIRET (18111 Blundell Road) Holdings Inc.
Eastern Big Ticket Center	Toronto	ON	501,000	ONTARI Holdings Ltd.
Toronto Logistics Center	Toronto	ON	221,244	BCIMC Realty Corporation

Exhibit “B”
Sale Guidelines

SALE GUIDELINES

The following procedures (the “**Sale Guidelines**”) shall apply to the sale (the “**Sale**”) of any merchandise, inventory, furniture, fixtures and equipment at the Hudson’s Bay Company ULC Compagnie de la Baie D’Hudson SRI’s (“**Merchant**”) retail stores (collectively, the “**Stores**”), each set out in Exhibits to the Consulting Agreement (as defined below).

Terms capitalized but not defined in these Sale Guidelines have the meanings ascribed to them in the amended and restated initial order of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) granted on March 19, 2025 in the CCAA Proceedings (as may be amended and restated from time to time, the “**Initial Order**”), or the Consulting Agreement (as defined below), as applicable.

1. Except as otherwise expressly set out herein, and subject to: (i) the Order of the Court granted on March 21, 2025 in the CCAA Proceedings (the “**Approval Order**”), approving the Consulting Agreement between a contractual joint venture comprised of Hilco Merchant Retail Solutions, ULC, Gordon Brothers Canada ULC, Tiger Asset Solutions, ULC, GA Capital Solutions Canada, Inc. (fka B. Riley Retail Canada, ULC) (“**Consultant**”) and Merchant, dated March 20, 2025 (as amended from time to time, the “**Consulting Agreement**”) and the transactions contemplated thereunder, (ii) any further Order of the Court, or (iii) any subsequent written agreement between Merchant and its applicable landlord(s) (individually, a “**Landlord**” and, collectively, the “**Landlords**”) and approved by Consultant, the Sale shall be conducted in accordance with the terms of the applicable leases/or other occupancy agreements for each of the affected Stores (individually, a “**Lease**” and, collectively, the “**Leases**”). However, nothing contained herein shall be construed so as to create or impose upon Merchant or Consultant any additional restrictions not contained in the applicable Lease.
2. The Sale shall be conducted so that each of the Stores remain open during their normal hours of operation provided for in the respective Leases for the Stores until the applicable premises vacate date for each Store under the Consulting Agreement (the “**Vacate Date**”), and in all cases no later than June 30, 2025. Rent payable under the respective Leases shall be paid as provided in the Initial Order.
3. The Sale shall be conducted in accordance with applicable federal, provincial and municipal laws and regulations, unless otherwise set out herein or ordered by the Court.
4. All display and hanging signs used by Consultant in connection with the Sale shall be professionally produced and all hanging signs shall be hung in a professional manner. Notwithstanding anything to the contrary contained in the Leases, Consultant may advertise the Sale at the Stores as a “everything on sale”, “everything must go”, “store closing” or similar theme sale at the Stores (provided, however, that no signs shall advertise the Sale as a “bankruptcy”, a “liquidation” or a “going out of business” sale, unless otherwise agreed between the Consultant and Landlord, it being understood that the French equivalent of “clearance” is “liquidation” and is permitted to be used). Forthwith upon request from a Landlord, the Landlord’s counsel, Merchant or the Monitor, Consultant shall provide the proposed signage packages along with proposed dimensions by email to the applicable Landlords or to their counsel of record and the applicable Landlord shall notify Consultant of any requirement for such signage to otherwise comply with the terms of the Lease and/or the Sale Guidelines and where the provisions of the Lease conflicts with these Sale Guidelines, these Sale Guidelines shall govern. Consultant shall not use neon or day-glow signs or any handwritten signage (save that handwritten “you pay” or “topper” signs may be used). If a Landlord is concerned with “Store Closing” signs being placed in the front window of a Store or with the number or size of the signs in the front window, Merchant, Consultant and the Landlord will work together to resolve the dispute. Furthermore, with respect to enclosed mall Store locations without a separate entrance from the exterior of the enclosed mall, no exterior signs or signs in common areas of a mall shall be used unless explicitly permitted by the applicable Lease and shall otherwise be subject to all applicable laws. In addition, Consultant shall be permitted to utilize exterior banners/signs at stand alone or strip mall Stores or enclosed mall Store locations with a

separate entrance from the exterior of the enclosed mall; provided, however, that: (i) no signage in any other common areas of a mall shall be used unless explicitly permitted by the applicable Lease; and (ii) where such banners are not explicitly permitted by the applicable Lease and the applicable Landlord requests in writing that banners are not to be used, no banners shall be used absent further Order of the Court, which may be sought on an expedited basis on notice to the service list for the CCAA Proceedings. Any banners used shall be located or hung so as to make clear that the Sale is being conducted only at the affected Store and shall not be wider than the premises occupied by the affected Store. All exterior banners shall be professionally hung and to the extent that there is any damage to the facade of the premises of a Store as a result of the hanging or removal of the exterior banner, such damage shall be professionally repaired at the expense of Consultant.

5. Consultant shall be permitted to utilize sign-walkers and street signage; provided, however, such sign-walkers and street signage shall not be located on the shopping centre or mall premises.
6. Conspicuous signs shall be posted in the cash register areas of each Store to the effect that all sales are “final” and customers with any questions or complaints are to call Merchant’s hotline number.
7. Consultant shall not distribute handbills, leaflets or other written materials to customers outside of any of the Stores on Landlord’s property, save that Consultant may solicit customers in the Stores themselves. Consultant shall not use any giant balloons, flashing lights or amplified sound to advertise the Sale or solicit customers, except as explicitly permitted under the applicable Lease or agreed to by the applicable Landlord, and no advertising trucks shall be used on Landlord property or mall ring roads, except as explicitly permitted under the applicable Lease or otherwise agreed to by the Landlord.
8. At the conclusion of the Sale in each Store, Consultant shall arrange that the premises for each Store are in “broom-swept” and clean condition, and shall arrange that the Stores are in the same condition as on the commencement of the Sale, ordinary wear and tear excepted. No property of any Landlord of a Store shall be removed or sold during the Sale. No permanent fixtures (other than FF&E (as defined below) for clarity) may be removed without the applicable Landlord’s written consent unless otherwise provided by the applicable Lease and in accordance with the Initial Order and the Approval Order. In addition to the foregoing, Merchant shall remove all of its personal property including, without limitation, any inventory, trade fixtures, furnishings, furniture and equipment from each Store. With the consent of the applicable Landlord, any trade fixtures or personal property left in a Store after the applicable Vacate Date in respect of which the applicable Lease has been disclaimed by Merchant shall be deemed abandoned, with the applicable Landlord having the right to dispose of the same as the Landlord chooses, without any liability whatsoever on the part of such Landlord. Nothing in this paragraph shall derogate from or expand upon Consultant’s obligations under the Consulting Agreement.
9. Subject to the terms of paragraph 8 above, Consultant may also sell existing furniture, fixtures and equipment owned by Merchant and located in the Stores during the Sale that are (i) fully owned by Merchant; (ii) owned jointly by Merchant and one or more third-party vendors of Merchant, as directed by Merchant with the consent of the Monitor and agreed to by such third-parties; or (iii) fully owned by a third party if agreed to by such third-party and Merchant with the consent of the Monitor (collectively, the “**FF&E**”). For greater certainty, FF&E does not include any fixtures and affixed equipment that comprise all or any portion of the Stores’ mechanical, electrical, plumbing, security, HVAC, fire suppression and fire alarm or sprinkler systems. Merchant and Consultant may advertise the sale of FF&E consistent with these Sale Guidelines on the understanding that the Landlord may require such signs to be placed in discreet locations within the Stores reasonably acceptable to the applicable Landlord. Additionally, the purchasers of any FF&E sold during the Sale shall only be permitted to remove such FF&E either through the back shipping areas designated by the applicable Landlord or through other areas after regular Store business hours or, through the front door of the Store during Store business hours if such FF&E can fit in a shopping

bag, with the Landlord's supervision as required by the Landlord and in accordance with the Initial Order and the Approval Order. Consultant shall repair any damage to the Stores or the shopping mall resulting from the removal of any FF&E by Consultant or by third party purchasers of FF&E from the Consultant.

10. Consultant shall not make any alterations to interior or exterior Store lighting, except as authorized pursuant to the affected Lease. The hanging of exterior banners or other signage, where permitted in accordance with the terms of these Sale Guidelines, shall not constitute an alteration to a Store.
11. Merchant hereby provides notice to the Landlords of Merchant and Consultant's intention to sell and remove FF&E from the Stores. Consultant shall make commercially reasonable efforts to arrange with each Landlord represented by counsel on the Service List and with any other Landlord that so requests, a walk-through with Consultant to identify FF&E subject to the Sale. The relevant Landlord shall be entitled upon request to have a representative present in the applicable Stores to observe such removal. If the Landlord disputes Consultant's entitlement to sell or remove any FF&E under the provisions of the Lease, such FF&E shall remain on the premises and shall be dealt with as agreed between Merchant, Consultant and such Landlord, or by further Order of the Court upon application by Merchant on at least two (2) days' notice to such Landlord and the Monitor. If Merchant has disclaimed or resiliated the Lease governing such Store in accordance with the CCAA and the Initial Order, it shall not be required to pay rent under such Lease pending resolution of any such dispute (other than rent payable for the notice period provided for in the CCAA and the Initial Order), and the disclaimer or resiliation of the Lease shall be without prejudice to Merchant's or Consultant's claim to FF&E in dispute.
12. If a notice of disclaimer or resiliation is delivered pursuant to the CCAA and the Initial Order to a Landlord while the Sale is ongoing and the Store in question has not yet been vacated, then: (i) during the notice period prior to the effective time of the disclaimer or resiliation, the Landlord may show the affected leased premises to prospective tenants during normal business hours, on giving Merchant, the Monitor and Consultant twenty-four (24) hours' prior written notice; and (ii) at the effective time of the disclaimer or resiliation, the relevant Landlord shall be entitled to take possession of any such Store without waiver of or prejudice to any claims or rights such Landlord may have against Merchant in respect of such Lease or Store, provided that nothing herein shall relieve such Landlord of any obligation to mitigate any damages claimed in connection therewith.
13. Consultant and its agents and representatives shall have the same access rights to the Stores as Merchant under the terms of the applicable Lease, and the Landlords shall have the rights of access to the Stores during the Sale provided for in the applicable Lease (subject, for greater certainty, to any applicable stay of proceedings and the terms of the Initial Order).
14. Merchant and Consultant shall not conduct any auctions of Merchandise or FF&E at any of the Stores.
15. Consultant shall designate a party to be contacted by the Landlords should a dispute arise concerning the conduct of the Sale. The initial contact person for Consultant shall be Hilco Merchant Retail Solutions, ULC c/o Hilco Merchant Resources, LLC, 5 Revere Drive, Suite 206, Northbrook, IL 60062, Attention: T. Kellan Grant, Email: kgrant@hilcoglobal.com, with a copy to counsel to the Consultant at: Cassels Brock & Blackwell LLP, Suite 3200, Bay Adelaide Centre — North Tower, 40 Temperance St, Toronto, Ontario M5H 0B4 Canada, Attn: Monique Sassi, Esq., Email: msassi@cassels.com. If the parties are unable to resolve the dispute between themselves, the Landlord or Merchant shall have the right to schedule a "status hearing" before the Court on no less than two (2) days' written notice to the other party or parties and the Monitor, during which time Consultant shall cease all activity in dispute other than activity expressly permitted herein, pending determination of the matter by the Court; provided, however, subject to paragraph 4 of these Sale Guidelines, if a banner has been hung in accordance with these Sale Guidelines and is the subject of a dispute, Consultant shall not be required to take any such banner down pending determination of any dispute.

16. Consultant shall be entitled to include in the Sale additional inventory and other goods ("**Additional Goods**"), provided that: (i) the Additional Goods are currently in the possession or control of Merchant (including any distribution centre used by Merchant) or has previously been ordered by or on behalf of Merchant and is currently in transit to Merchant (including any distribution centre used by Merchant) or a Store, or is ordered from an existing supplier in respect of Merchant's existing SKUs by or on behalf of a Merchant; and (ii) the additional merchandise is of like kind or category and no lesser quality to the Merchandise.
17. Nothing herein or in the Consulting Agreement is, or shall be deemed to be a sale, assignment or transfer of any Lease to the Consultant nor a consent by any Landlord to the sale, assignment or transfer of any Lease, or shall, or shall be deemed to, or grant to the Landlord any greater rights in relation to the sale, assignment or transfer of any Lease than already exist under the terms of any applicable Lease.
18. These Sale Guidelines may be amended by written agreement between Consultant, Merchant and the applicable Landlord, in consultation with the Monitor; provided, however, that such amended Sale Guidelines shall not affect or bind any other Landlord not privy thereto without further Order of the Court approving such amended Sale Guidelines.
19. If there is a conflict between the Approval Order, the Consulting Agreement and these Sale Guidelines, the order of priority of documents to resolve such conflicts is as follows: (1) the Approval Order; (2) these Sale Guidelines; and (3) the Consulting Agreement.

Exhibit “C”
Expense Budget

HBC
Exhibit B

Expense Budget (1)*

Advertising

Digital & Media	1,622,550
Signs (2)	3,046,430
Sign Walkers	<u>802,575</u>
Subtotal Advertising	5,471,555

Supervision

Fees / Wages / Expenses (3)	<u>8,807,478</u>
Subtotal Supervision	8,807,478

Miscellaneous

Miscellaneous /Legal (4)	<u>-</u>
Subtotal Miscellaneous	-
 Total Expenses	 <u><u>14,279,033</u></u>

Notes:

1. This Expense Budget contemplates a sale term of March 18, 2025 through June 8, 2025. The Expense Budget remains subject to modification in the event that this
2. Includes Sales Tax.
3. Includes Deferred Compensation and Insurance.
4. Any legal expenses associated with issues raised by or disputes with landlords, including (without limitation) negotiations in respect of landlord side letters, shall be in addition to and not part of the budgeted legal expenses.

*To be updated as the Store List in Exhibit "A1" is modified.

EXHIBIT "E"
referred to in the Affidavit of
JENNIFER BEWLEY
Sworn March 21, 2025

A handwritten signature in black ink, appearing to read "Philip", is written above a horizontal line.

Commissioner for Taking Affidavits

CONSULTING AGREEMENT

This Consulting Agreement, dated as of March __, 2025 (this “Agreement”) is made by and between HUDSON’S BAY COMPANY ULC COMPAGNIE DE LA BAIE D’HUDSON SRI (collectively, the “Merchant”) and HILCO MERCHANT RETAIL SOLUTIONS ULC (the “Consultant”, and together with the Merchant, the “Parties” and each a “Party”), under which Consultant shall act as the exclusive consultant for the purpose of conducting a sale of certain Merchandise and FF&E (each as defined below) at eighty-seven (87) of the Merchant’s ninety-three (93) stores as set forth on Exhibit “1A” as may be amended from time to time (~~each~~ a “Store”, and collectively the “Stores”), as such Exhibit may be amended by the Merchant with the consent of the ~~Consultant and DIP Agent (as defined below) to~~ Monitor to add or remove Stores in accordance with Section B(4) below, and as located at the Distribution Centres set forth on Exhibit “1B” annexed hereto (the “Distribution Centres”) through a “Store Closing”, “Everything Must Go”, “Everything on Sale” or similar themed sale (the “Sale”) in accordance with the terms of the sale guidelines substantially in the form attached hereto as Exhibit “B” (the “Sale Guidelines”). Only Merchant-approved Sale terminology, as set out in the Sales Guidelines, will be utilized at each Store.

R E C I T A L S :

WHEREAS, the Merchant operates a network of 93 retail ~~Stores~~stores under the “Hudson’s Bay”, “The Bay”, “Saks Fifth Avenue”, and “Saks OFF 5TH” banners in Ontario, British Columbia, Alberta, Manitoba, Nova Scotia, Saskatchewan, and Quebec, three (3) distribution centres in Ontario and one (1) in British Columbia, and a corporate office in Ontario.

WHEREAS, Merchant is subject to an Initial Order (as amended, restated or otherwise modified from time to time, the “Initial Order”) of the Ontario Superior Court of Justice (Commercial List) (the “Court”) dated March 7, 2025 pursuant to which, among other things, it has received protection under the *Companies’ Creditors Arrangement Act* (the “CCAA Proceedings”), Alvarez & Marsal Canada Inc. has been appointed as monitor of the Merchant (in such capacity, the “Monitor”), ~~and the Court approved a debtor in possession facility term sheet dated March 7, 2025 between, amongst others, the Merchant as Borrower and ReStore Capital, LLC as DIP Agent (the “DIP Agent”).~~

WHEREAS the Merchant intends to seek an order in the CCAA Proceedings approving, among other things, this Agreement and the conduct of the Sale, in accordance with the terms hereof and the Sale Guidelines (the “Approval Order”).

WHEREAS, the Merchant intends to seek an additional order amending and restating the Initial Order on or before March 17, 2025 which will seek court approval for, amongst other things a stay extension (such an order being, the “ARIO”).

WHEREAS, Consultant is willing to serve as the Merchant’s exclusive consultant for the purpose of providing such consulting services, upon the terms and conditions and in the manner set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

A. Merchandise

For purposes hereof, “Merchandise” shall mean all inventory that is owned by any Merchant and actually sold in the Stores during the Sale Term (as defined below) and consigned goods at concession stands in the Stores as may be added from time to time to the Sale with the consent of the Consultant and the applicable licensor (“Added Concession Merchandise”) pursuant to a concession agreement (a “Concession”).

Agreement”), the aggregate amount of which shall be determined using the gross rings inventory taking method, which may include inventory that (i) is located at, or in transit to the Stores as of the Sale Commencement Date, and/or (ii) is located at or in transit to the Merchant’s Distribution Centres and is earmarked for sale in the Stores by the Merchant prior to the Sale Commencement Date; provided, however, the Merchant and the Consultant agree that “Merchandise” shall expressly exclude:

- (1) goods which belong to sublessees, licensees or concessionaires of Merchant not constituting Added Concession Merchandise;
- (2) goods held by the Merchant on memo or consignment (including Consignment Goods (as defined below), unless otherwise agreed to by Merchant and Consultant;
- (3) partially owned, third party owned and/or leased furnishings, trade fixtures, equipment and/or improvements to real property that are located in the Stores and the Distribution Centres;
- (4) owned furnishings, trade fixtures, equipment, machinery, office supplies, conveyor systems, racking, rolling stock, any vehicles or other modes of transportation, and other personal property, or improvements to real property, that are located in the Stores, Distribution Centres but excluding the conveyor system at the Distribution Centre in Scarborough (collectively, “FF&E”);
- (5) damaged or defective merchandise that cannot be sold;
- (6) Additional Consultant Goods (as defined below);
- (7) gift cards (third party and Merchant branded); and
- (8) any goods excluded from the definition of Merchandise in accordance with this Section A.

B. Sale Term

1) For each Store, the Sale shall commence on the first business day following the entry of the Approval Order, which shall in no event be later than March ~~18~~²⁴, 2025 (the “Sale Commencement Date”) and conclude no later than June 15, 2025 (the “Sale Termination Date”); provided, however, that the Parties may, in consultation with the Monitor, mutually agree in writing to extend the Sale Termination Date or to terminate the Sale at any Store prior to the Sale Termination Date. The period between the Sale Commencement Date and the Sale Termination Date shall be referred to as the “Sale Term.”

2) At the conclusion of the Sale, Consultant shall surrender the premises for each Store to Merchant (a) in “broom swept” and clean condition, subject to Consultant’s right pursuant to Section F below to abandon in a neat and orderly manner all unsold FF&E, and (b) if requested by Merchant, in accordance with the lease requirements for such premises or, if applicable, the Concession Agreement unless otherwise agreed with the landlord or the licensor of such Store; provided, however, that, if Merchant requests that Consultant surrender any premises in accordance with the lease requirements, Merchant shall bear all costs and expenses associated with surrendering the premises in accordance with the lease requirements or Concession Agreement for such premises, to the extent such expenses were incurred by Consultant in accordance with a budget mutually agreed to in writing between the Consultant and Merchant prior to surrender of the premises. At the conclusion of the Sale at each Store, Consultant shall photographically document the condition of each such Store and provide such photographs to Merchant within ten (10) days. Photographs shall reference with specificity each Store by number, name and/or location.

3) At the conclusion of the Sale Term, to the extent there is any Merchandise remaining on the Sale Termination Date (the “**Remaining Merchandise**”), such Remaining Merchandise shall, subject to the terms hereof, be sold on behalf of Merchant or otherwise disposed of by the Consultant as directed by the Merchant, in consultation with the Monitor. The costs and expenses of removing and disposing of the Remaining Merchandise shall be incurred pursuant to a written budget or budgets (in addition to the Expense Budget (as defined below)), to be established from time to time by mutual agreement of the Parties with the consent of the Monitor (the “Remaining Merchandise Costs”). Any associated expenses shall be

paid by the Merchant as Remaining Merchandise Costs and in accordance with the budget referred to herein, and the gross receipts thereof (net of sales taxes) shall be included in the calculation of the Base Fee, Concession Fee, and Removal Fee, (each as defined below) due to the Consultant. To the extent any proceeds from any sale or disposition of any Remaining Merchandise is received by the Consultant after the applicable Sale Termination Date, such proceeds shall be treated in accordance with Section G (Payments & Accounting).

4) Merchant may provide a revised Exhibit “1A” to Consultant, either adding or removing any one or more of the Stores, provided that the number of remaining Stores is not less than 25, and Exhibit “1A” will be deemed amended for all purposes hereunder. For clarity, a location that has been removed from Exhibit “1A” in accordance with this provision (a) shall not, after, its removal from Exhibit “1A”, constitute a Store for purposes of the Sale, and no further Sale of Merchandise or FF&E at such location shall be undertaken pursuant to this Agreement; and (b) may be re-added to Exhibit “1A” upon delivery of a further revised Exhibit “1A” to Consultant in accordance with this provision and the Merchant’s agreement to pay Costs. If a Store is removed from the Sale the Consultant shall be entitled to the Base Fee, Wholesale Fee, Concession Fee and FF&E Commissions accrued to such date that the Store is removed from the Sale, *plus* a flat fee (the “Removal Fee”) of \$40,000 per removed Store until May 1, 2025 and \$20,000 thereafter.

C. Project Management

1) Consulting Services

The Merchant will seek the Approval Order from the Court. Subject to the entry of and the terms of the Approval Order, the Merchant hereby retain the Consultant, and the Consultant hereby agrees to serve as an independent consultant to the Merchant, in connection with the conduct of the Sale as set forth herein. With respect to the Sale, the Consultant shall serve as the exclusive consultant to the Merchant relative thereto throughout the Sale Term and may not be compensated by any other party, except as provided for herein.

The Merchant and Consultant shall agree on an allocation of Merchandise across Stores to support or optimize the Sale.

2) Consultant’s Undertakings

During the Sale Term, Consultant shall, in collaboration with Merchant and the Monitor, (a) provide qualified supervisors (the “Supervisors”) engaged by Consultant to oversee the management of the Stores and the Sale; (b) recommend appropriate point-of-sale and external advertising for the Stores, approved in advance by Merchant; (c) recommend appropriate discounts of Merchandise, staffing levels for the Stores, and appropriate bonus and incentive programs, if any, for the Stores’ employees, in each case approved in advance by Merchant in consultation with the Monitor; (d) oversee display of Merchandise for the Stores; (e) to the extent that information is available, evaluate sales of Merchandise by category and sales reporting and monitor expenses; (f) maintain the confidentiality of all proprietary or non-public information regarding Merchant or their affiliates, the Stores and underlying lease agreements and Concession Agreements, in accordance with the provisions of the confidentiality agreements signed by the Parties; (g) assist Merchant in connection with managing and controlling loss prevention and employee relations matters; (h) to the extent necessary, assist Merchant in obtaining all required permits and governmental consents required to conduct the Sale except as otherwise provided in the Approval Order; and (i) provide such other related services deemed necessary or appropriate by Merchant and Consultant, in consultation with the Monitor.

The Consultant shall provide qualified supervision to oversee the conduct of the Sale in the Stores as may be required to maximize sales, the expense for which is included in the Expense Budget (defined below). In connection with the Sale, the Consultant shall indirectly retain and engage the Supervisors. The

Supervisors shall not be deemed to be employees or consultants of the Merchant in any manner whatsoever; nor do the Supervisors have any relationship with the Merchant by virtue of this Agreement or otherwise which creates any liability or responsibility on behalf of the Merchant for the Supervisors. During the Sale Term, the Supervisors shall perform the services provided for herein during normal Store operating hours and for the period of time prior to the Stores opening and subsequent to the Stores closing, as required in connection with the Sale, in the Consultant's discretion and direction. In consideration of Consultant's engagement of the Supervisors, the Merchant agrees to pay the Consultant, as a Cost of the Sale (defined below), the amount of reasonable and documented Supervisor-related wages, fees paid to arm's length third parties, travel, expenses, deferred compensation and third party payroll costs and expenses, in accordance with and subject to the Expense Budget (collectively, the "Supervisor Costs"). The Supervisor Costs set forth in the Expense Budget include, among other things, industry standard deferred compensation. The Merchant shall reimburse Consultant for all Supervisor Costs weekly, based upon invoices or other documentation reasonably satisfactory to the Merchant and the Monitor.

All right, title and interest of the Merchant in and to all Merchandise and FF&E shall remain with Merchant at all times during the Sale Term until such Merchandise (and Remaining Merchandise) and FF&E is sold or otherwise disposed of in accordance with the terms hereof and of the Approval Order. Although the Consultant shall undertake its obligations under this Agreement in a manner designed to achieve the desired results of the Sale and to maximize the benefits to the Merchant, the Merchant expressly acknowledges that the Consultant is not guaranteeing the results of the Sale. All Sales of Merchandise and FF&E in the Stores or through the Distribution Centres shall be made in the name and on behalf of the Merchant, and all sales during the Sale Term shall be final with no returns accepted or allowed. All sales of Merchandise shall be by cash, gift card, debit card or credit card in accordance with Merchant's policies and subject to the terms of the ARIO and Approval Order. The Parties acknowledge and agree that no Stores will honor returns with respect to any items purchased during the Sale. The Stores shall accept gift cards and similar items issued by the Merchant prior to the Sale Commencement Date up to and including April 6, 2025. Stores shall not accept any loyalty programs but shall accept employee and retiree discounts reduced to 10% on all items except when the item is categorized as clearance up to and including April 6, 2025. Sales will continue through the Websites up to and including April 15, 2025. No refunds or exchanges will be accepted.

Without limiting the generality of the foregoing or the terms of the confidentiality agreements between Merchant and Consultant (the "Confidentiality Agreements"), all information of a business nature relating to the pricing, sales, promotions, marketing, assets, liabilities or other business affairs of the Merchant, their customers, employees, or affiliated entities constitutes the Merchant's confidential, trade secret information (the "Merchant's Confidential Information"), which is and shall remain the exclusive intellectual property of Merchant and shall be treated as strictly confidential by the Consultant in accordance with and subject to the Confidentiality Agreements. The Consultant agrees to maintain strict confidentiality in accordance with the Confidentiality Agreements and agrees that it may use the Merchant's Confidential Information only as reasonably necessary to perform its obligations related to the Sale. If and to the extent the use or other handling of any Personal Information (as defined below) is necessary for the Consultant to perform its obligations hereunder, the Consultant shall comply with all Data Security Requirements (as defined below) and such other reasonable restrictions requested by the Merchant. For purposes of this Agreement, "Personal Information" means any natural person's name, street address, telephone number, e-mail address, social insurance number, driver's license number, passport number, credit card number, or user or account number, or any other piece of information that, individually or when combined with other information, allows the identification of a natural person or is otherwise considered personally identifiable information or personal data protected under any applicable Data Security Requirement. For purposes of this Agreement, "Data Security Requirements" means, collectively, all of the following to the extent relating to privacy, security, or security breach notification requirements: (i) each Merchant's own rules, policies and procedures; (ii) all applicable statutes and regulations; (iii) industry standards applicable to the industry in which any Merchant's business is conducted; and (iv) contracts into which any Merchant has entered or by

which it is otherwise bound, provided such contracts (or the requirements of such contracts) are provided to the Consultant.

The Parties expressly acknowledge and agree that Merchant shall have no liability to the Supervisors for wages, bonuses, benefits, severance pay, termination pay, vacation pay, pay in lieu of notice of termination or any other liability arising from Consultant's hiring or engagement of the Supervisors, and the Supervisors shall not be considered employees of Merchant.

3) Merchant's Undertakings

During the Sale Term, Merchant as applicable, shall: (a) be the employer of the Stores' and Distribution Centres' employees, other than the Supervisors; (b) be responsible for all taxes, costs, expenses, accounts payable, and other liabilities relating to the Stores and Distribution Centres, the Stores' and Distribution Centres' employees and other representatives of Merchant (in accordance with the terms of this Agreement); (c) prepare and process all tax forms and other documentation with respect thereto; (d) collect all HST/GST and other applicable taxes assessed on the sale of the Merchandise, Additional Consultant Goods and FF&E and pay them to the appropriate taxing authorities; (e) use reasonable efforts to cause Merchant's employees to cooperate with Consultant and the Supervisors; (f) execute all agreements mutually determined by the Merchant and Consultant, in consultation with the Monitor, to be necessary or desirable for the operation of the Stores or Distribution Centres during the Sale; (g) arrange for the ordinary maintenance of all point-of-sale equipment required for the Stores; and (h) use reasonable efforts to ensure that Consultant has quiet access to and use of the Stores and Distribution Centres for the Sale Term in order to perform its obligations under this Agreement.

Merchant shall provide throughout the Sale Term central administrative services necessary for the Sale, including (without limitation) customary POS administration, sales audit, cash reconciliation, accounting, and payroll processing, as currently available through the Merchant's existing accounting and IT systems, all at no cost to Consultant.

The Parties expressly acknowledge and agree that Consultant shall have no liability to Merchant's employees for wages, bonuses, benefits, severance pay, termination pay, vacation pay, pay in lieu of notice of termination or any other liability arising from Merchant's employment, hiring or retention of its employees, and such employees shall not be considered employees of Consultant.

D. The Sale

All sales of Merchandise and FF&E shall be made on behalf of Merchant. Consultant does not have, nor shall it have, any right, title or interest in the Merchandise, FF&E. All sales of Merchandise and FF&E shall be by cash, gift card, or credit or debit card and, at Merchant's discretion or otherwise in accordance with Merchant's policies and in each case subject to the terms of the Approval Order, and shall be "final" with no returns accepted or allowed, unless otherwise directed by Merchant. Merchant and Consultant shall not sell gift cards during the Sale Term.

E. Consultant Fee and Expenses in Connection with the Sale

(1) In consideration of its services hereunder, subject to Section B(4) above, Merchant shall pay Consultant a "Base Fee" equal to two percent (2.0%) of the Gross Proceeds of Merchandise sold at the Stores. Merchant shall pay Consultant a "Concession Fee" equal to five percent (5%) of the Gross Proceeds of Added Concession Merchandise, or as otherwise agreed between the Consultant, Merchant and applicable consignee/licensee in lieu of the Base Fee. Consultant shall earn a base wholesale fee of seven and one half percent (7.5%) of the Gross Proceeds of Merchandise sold through Consultant's wholesale channels (the "Wholesale Fee"). For purposes of this Agreement, "Gross Proceeds" means gross receipts from sales of Merchandise (as applicable) during the Sale Term and shall not include sales generated from merchandise

sold from the Distribution Centres via the Merchant's webstores or e-commerce websites (collectively, the "Websites"), net of applicable HST/GST.

(2) Merchant shall be responsible for all expenses of the Sale, including (without limitation) all Store-level operating expenses, all Distribution Centre expenses, all costs and expenses related to Merchant's other retail store operations, and all of Consultant's reasonable and documented out of pocket expenses incurred pursuant to the Expense Budget (the "Costs"). To control Costs, Merchant and Consultant have established an aggregate budget (the "Expense Budget") of certain delineated expenses, including (without limitation) payment of the costs of supervision, advertising and signage costs, and other miscellaneous expenses incurred by Consultant, including reasonable legal fees. The Expense Budget for the Sale is attached hereto as Exhibit "C". The Expense Budget may only be modified with the consent of the Monitor and by mutual written (including email) agreement of Consultant and Merchant. The costs of supervision set forth on Exhibit "C" include, among other things, industry standard deferred compensation. Notwithstanding anything herein to the contrary, unless consented to by the Monitor and otherwise agreed to by Merchant in writing, Merchant shall not be obligated to pay costs of supervision and advertising costs that have not been included, or provided for, in the Expense Budget, as may be amended in accordance with the terms of this Agreement. Merchant shall reimburse Consultant for all Costs actually incurred by the Consultant up to the aggregate budgeted amount set forth in the Expense Budget.

F. Furniture, Fixtures and Equipment

Consultant shall undertake to sell the FF&E that is owned by the Merchant in the Stores, Distribution Centers from the facilities themselves. Merchant shall be responsible for all reasonable and documented costs and expenses incurred by Consultant in connection with the sale of the FF&E, which costs and expenses shall be incurred pursuant to a written budget or budgets (in addition to the Expense Budget) to be established from time to time with the consent of the Monitor and by mutual agreement of the Parties (such costs and expenses, not including the Costs, shall be referred to as the "FF&E Costs"). Consultant shall have the right to abandon at the facilities any unsold FF&E.

In consideration for providing the services set forth in this Section F, Consultant shall be entitled to a commission from the sale of the FF&E equal to fifteen percent (15.0%) of the gross proceeds of the sale of the FF&E (net only of applicable HST/GST) (the "FF&E Commission").

Notwithstanding anything in this Agreement to the contrary, Consultant shall not have any obligation whatsoever to cap any electrical or plumbing outlets or purchase, sell, make, store, handle, treat, dispose, or remove any hazardous materials from the Stores, Distribution Centres, or otherwise. Consultant shall have no liability to any party for any environmental action brought: (a) that is related to the storage, handling, treatment, disposition, generation, or transportation of hazardous materials, or (b) in connection with any remedial actions associated therewith. The Merchant (and not Consultant) shall be solely responsible to cap all electrical items and plumbing outlets and to remove all hazardous materials from the Stores and Distribution Centres.

G. Payments & Accounting

All proceeds of sales of Merchandise and FF&E through the Sale shall be collected by Merchant's Store management personnel and deposited into existing Merchant deposit accounts. During the Sale Term, all accounting matters (including, without limitation, the determination of the Costs, FF&E Commission, FF&E Costs and all other fees, expenses, or other amounts reimbursable or payable hereunder) shall be reconciled by the Parties, in consultation with the Monitor, on every Wednesday for the prior calendar week and the amounts determined to be owing for such prior calendar week pursuant to such reconciliation shall be paid within seven (7) days after each such weekly reconciliation.

The Parties shall, in consultation with the Monitor, complete a final reconciliation and settlement of all amounts payable pursuant to this Agreement (including, without limitation, the determination of the Base Fee, Wholesale Fee, Removal Fee, Additional Consultant Goods Fee (as defined below), Consignment Goods Fee, Concession Fee, Costs, FF&E Commission, FF&E Costs and all other fees, expenses, or other amounts reimbursable or payable hereunder) no later than forty five (45) days following (a) the Sale Termination Date for the last Store (the “Final Reconciliation”), or (b) the date upon which this Agreement is terminated in accordance with its terms. Within ten (10) days after the Final Reconciliation, (a) any amounts that are determined to be owing by Merchant to the Consultant shall be paid by the Merchant to the Consultant, and (b) any amounts that are determined to be owing by the Consultant to the Merchant as a result of any overpayments shall be paid by the Consultant to the Merchant.

The fees paid to Consultant hereunder have been agreed by the Parties based on the total number of Stores subject to this Agreement as set forth on Exhibit “1A”, as may be amended from time to time. To the extent Merchant voluntarily adds or eliminates Stores from the Sale, the Merchant shall be responsible for Consultant’s actual expenses incurred, as defined in the Expense Budget and accrued in connection with the Sale in each removed Store or expenses accrued as a result of the Merchant adding a new location to Exhibit “1A”.

In addition, The Merchant and Consultant shall consult in respect of the manner in which any Additional Consultant Goods and/or Consignment Goods located at the Stores which are removed or added, are to be addressed.

H. Additional Consultant Goods

Subject to the Approval Order, Consultant shall have the right to supplement the Merchandise in the Sale at the Stores with additional goods procured by Consultant which are of like kind and category, and no lesser quality to the Merchandise in the Sale at the Stores (“Additional Consultant Goods”); provided that the Additional Consultant Goods sold as part of the Sale will not exceed \$50,000,000 at cost in the aggregate; and (ii) the Additional Consultant Goods are of like kind and category and no lesser quality to the Merchandise, and consistent with any restriction on usage of the Stores set out in the applicable leases. The Additional Consultant Goods shall be purchased by Consultant as part of the Sale, and delivered to the Stores and such purchase and transportation costs shall be incurred by the Consultant. Sales of Additional Consultant Goods shall be run through Merchant’s cash register systems; provided, however, that Merchant shall assist with marking, and Consultant shall mark the Additional Consultant Goods, using either a “dummy” SKU or department number, or in such other manner so as to distinguish the sale of Additional Consultant Goods from the sale of Merchandise. For the avoidance of doubt, the Merchant shall provide the Consultant with “dummy” SKUs or unique “fee codes” within seven (7) days of the Sale Commencement Date. Consultant and Merchant shall also cooperate so as to ensure that the Additional Consultant Goods are marked in such a way that a reasonable consumer could identify the Additional Consultant Goods as non-Merchant goods. Additionally, Consultant shall provide signage in the Stores notifying customers that the Additional Consultant Goods have been included in the Sale.

Consultant shall pay to Merchant an amount equal to six and a half percent (6.5%) of the gross proceeds (excluding sales taxes) from the sale of Additional Consultant Goods completed during the Sale Term (the “Additional Consultant Goods Fee”) plus the applicable sales tax, including, GST/HST or QST, and Consultant shall retain all remaining amounts from the sale of the Additional Consultant Goods. Any amount due from Consultant to Merchant in respect of the sale of Additional Consultant Goods in accordance with this Section H shall be paid not later than three (3) business days following the Parties’ completion of each weekly reconciliation with respect to sales of Additional Consultant Goods sold by Consultant during the prior week (or at such other mutually agreed upon time).

Consultant and Merchant intend that the transactions relating to the Additional Consultant Goods are, and shall be construed as, a true consignment from Consultant to Merchant in all respects and not a

consignment for security purposes. Subject solely to Consultant's obligations to pay to Merchant the Additional Consultant Goods Fee, at all times and for all purposes the Additional Consultant Goods and their proceeds shall be the exclusive property of Consultant, and no other person or entity shall have any claim against any of the Additional Consultant Goods or their proceeds. Merchant shall, at Consultant's sole cost and expense, insure the Additional Consultant Goods and, if required, promptly file any proofs of loss with regard to same with Merchant's insurers. Consultant shall be responsible for payment of any deductible under any such insurance in the event of any casualty affecting the Additional Consultant Goods.

Merchant acknowledges, and the Approval Order shall provide, that the Additional Consultant Goods shall be consigned to Merchant as a true consignment under applicable law. Consultant is hereby granted a first priority security interest in and lien upon (i) the Additional Consultant Goods and (ii) the Additional Consultant Goods proceeds, and Consultant is hereby authorized to make any filings and provide notifications to any prior secured parties and which security interest shall be deemed perfected pursuant to the Approval Order without the requirement of any such filings or providing notifications to any prior secured parties (provided that Consultant is hereby authorized to deliver all required notices and file all necessary financing statements and amendments thereof under applicable law identifying Consultant's interest in the Additional Consultant Goods as consigned goods thereunder and the Merchant as the consignee therefor, and Consultant's security interest in and lien upon such Additional Consultant Goods and Additional Consultant Goods proceeds).

I. Consignment Goods

Merchant and Consultant shall have the right to continue to procure and sell Consignment Goods in the Stores pursuant to the Consignment Agreement dated August 1, 2024. Sales of goods provided to Merchant under the Consignment Agreement (the "Consignment Goods") shall be run through the Merchant's cash register / point of sale systems; provided, however, that the Merchant shall assist with marking, and the Consultant shall mark the Consignment Goods, using "dummy" SKUs or unique "fee codes" or department numbers, or in such other manner so as to distinguish the sale of Consignment Goods from the sale of Merchandise. Purchase and transportation costs related to the Consignment Goods shall be incurred by the Consultant.

The Consultant shall pay to the Merchant an amount equal to six and a half percent (6.5%) of the gross proceeds (excluding sales taxes) from the sale of Consignment Goods completed during the Sale Term (the "Consignment Goods Fee") plus the applicable sales including, GST/HST or QST, and the Consultant shall retain all remaining amounts from the sale of the Consignment Goods. Any amount due from the Consultant to the Merchant in respect of the sale of Consignment Goods in accordance with this Section I shall be paid not later than three (3) business days following the Parties' completion of each weekly reconciliation with respect to sales of Consignment Goods sold by the Consultant during the prior week (or at such other mutually agreed upon time).

Subject to the submission of any applicable Tax election, the Merchant shall ~~pay~~, collect and remit all HST/GST or QST and other applicable sales taxes assessed on the sale of the Consignment Goods or Additional Consultant Goods to the taxing authorities (or to Consultant if Consultant is responsible for submission to the taxing authorities) (collectively, "**Taxes**") in accordance with the applicable law (other than taxes payable on the income of the Consultant or other taxes, which taxes shall be paid by Consultant to the applicable taxing authority on a timely basis). Merchant shall collect and remit any such Taxes, on behalf of Consultant, to the applicable taxing authority on a timely basis.

The Consultant and the Merchant intend that the transactions relating to the Consignment Goods are, and shall be construed as, a true consignment from the Consultant to the Merchant in all respects and not a consignment for security purposes. Subject solely to the Consultant's obligations to pay to the Merchant the Consignment Goods Fee, at all times and for all purposes the Consignment Goods and their proceeds shall be the exclusive property of the Consultant, and no other person or entity shall have any

claim against any of the Consignment Goods or their proceeds. The Merchant shall, at the Consultant's sole cost and expense, insure the Consignment Goods and, if required, promptly file any proofs of loss with regard to same with the Merchant's insurers. The Consultant shall be responsible for payment of any deductible under any such insurance in the event of any casualty affecting the Consignment Goods.

The Merchant acknowledges that the Consignment Goods shall be consigned to the Merchant as a true consignment under applicable law. Subject to the Court's issuance of the Approval Order, the Consultant is hereby granted a first priority security interest in and charge and lien upon (i) the Consignment Goods; and (ii) the Consignment Goods proceeds, and the Consultant is hereby authorized to make any filings and provide notifications to any prior secured parties.

J. Indemnification

1) Merchant's Indemnification

Merchant shall indemnify, defend, and hold Consultant and its consultants, members, managers, partners, officers, directors, employees, attorneys, advisors, representatives, lenders, potential co-investors, principals, affiliates, and Supervisors (collectively, "Consultant Indemnified Parties") and each a "Consultant Indemnified Party") harmless from and against all liabilities, claims, demands, damages, costs and expenses (including reasonable attorneys' fees) arising from or related to: (a) the willful or negligent acts or omissions of Merchant or the Merchant Indemnified Parties (as defined below); (b) the material breach of any provision of this Agreement by Merchant; (c) any liability or other claims, including, without limitation, product liability claims, asserted by customers, any Store employees (under a collective bargaining agreement or otherwise), or any other person (excluding Consultant Indemnified Parties) against Consultant or a Consultant Indemnified Party, except claims arising from Consultant's negligence, willful misconduct, gross negligence, unlawful behavior or the sale of any Additional Consultant Goods; (d) any harassment, discrimination or violation of any laws or regulations or any other unlawful, tortious or otherwise actionable treatment of Consultant Indemnified Parties or Merchant's customers by Merchant or Merchant Indemnified Parties; and (e) Merchant's failure to pay over to the appropriate taxing authority any taxes required to be paid by Merchant during the Sale Term in accordance with applicable law.

2) Consultant's Indemnification

Consultant shall indemnify, defend and hold Merchant and its consultants, members, managers, partners, officers, directors, employees, attorneys, advisors, representatives, lenders, potential co-investors, principals, and affiliates (other than the Consultant or the Consultant Indemnified Parties) (collectively, "Merchant Indemnified Parties") and each a "Merchant Indemnified Party") harmless from and against all liabilities, claims, demands, damages, costs and expenses (including reasonable attorneys' fees) arising from or related to (a) the willful or negligent acts or omissions of Consultant or the Consultant Indemnified Parties; (b) the breach of any provision of, or the failure to perform any obligation under, this Agreement by Consultant; (c) any liability or other claims made by Consultant Indemnified Parties or any other person (excluding Merchant Indemnified Parties) against a Merchant Indemnified Party arising out of or related to Consultant's conduct of the Sale, except claims arising from Merchant's negligence, willful misconduct, gross negligence, or unlawful behavior; (d) any harassment, discrimination or violation of any laws or regulations or any other unlawful, tortious or otherwise actionable treatment of Merchant Indemnified Parties, or Merchant's customers by Consultant or any of the Consultant Indemnified Parties; (e) any claims made by any party engaged by Consultant as an employee, agent, representative or independent contractor arising out of such engagement, including, without limitation, the Supervisors; and (f) the sale of any Additional Consultant Goods.

K. Insurance

1) Merchant's Insurance Obligations

Merchant shall maintain throughout the Sale Term, liability insurance policies (including, without limitation, products liability (to the extent currently provided), comprehensive public liability insurance and auto liability insurance) covering injuries to persons and property in or in connection with the Stores or Distribution Centres, and shall, to the extent reasonably practicable, cause Consultant to be named an additional insured with respect to all such policies. At Consultant's request, Merchant shall provide Consultant with a certificate or certificates evidencing the insurance coverage required hereunder. In addition, Merchant shall maintain throughout the Sale Term, in such amounts as it currently has in effect, workers compensation insurance in compliance with all statutory requirements.

2) Consultant's Insurance Obligations

Consultant shall maintain (at its sole cost and expense) throughout the Sale Term, liability insurance policies (including, without limitation, products liability/completed operations, contractual liability, comprehensive public liability and auto liability insurance) on an occurrence basis in an amount of at least two million dollars (\$2,000,000) and an aggregate basis of at least five million dollars (\$5,000,000) covering injuries to persons and property in or in connection with Consultant's provision of services at the Stores. Consultant shall name Merchant as an additional insured and loss payee under such policy, and upon execution of this Agreement provide Merchant with a certificate or certificates evidencing the insurance coverage required hereunder. In addition, Consultant shall maintain throughout the Sale Term, workers' compensation insurance in compliance with all statutory requirements. Further, should Consultant employ or engage third parties to perform any of Consultant's undertakings with regard to this Agreement, Consultant will ensure that such third parties are covered by Consultant's insurance or maintain all of the same insurance as Consultant is required to maintain pursuant to this paragraph and name Merchant as an additional insured and loss payee under the policy for each such insurance.

L. Going Concern Sale

- (a) The Parties acknowledge and agree that in the event of one or more going concern transactions, including to any related party, for any Merchant's business or any portion thereof, Merchant ~~with the consent of Consultant and the DIP Agent~~ shall be entitled to add/remove any Stores from the Sale in accordance with Section B(4) and:
 - (i) the Parties shall work cooperatively and in good faith to modify the transaction contemplated hereunder appropriately and the Parties shall:
 - (A) agree to a revised Expense Budget to reflect the Costs of running the Sale at the Stores (including for any Added Concession Merchandise); and
 - (B) agree on appropriate advertising regarding the Sale to be included on the Websites, at the Merchant's expense including, without limitation, with respect to store locator and a headline banner promoting the Sale;
 - (ii) Merchant shall not, and shall use commercially reasonable efforts to ensure that any going concern buyer does not, offer for sale through the Websites or other e-commerce platform, any goods included among the Merchandise at an effective price, determined on an item-by-item and SKU basis (after accounting for all applicable discounts, promotions, coupons, programs), less than the then-current price offered in the Stores for such items as part of the Sale; and
 - (iii) notwithstanding anything contained herein, the Base Fee and FF&E Commission will not apply to any Merchandise or FF&E included in the applicable going concern transaction(s), and no other fees, expenses, or other amounts arising

following the date on which the applicable Stores are removed from Exhibit “1A” in accordance with Section B(4) will be payable to the Consultant hereunder in connection with such Merchandise and FF&E. For the avoidance of doubt, nothing in this paragraph shall be construed to relieve Merchant of any obligations, fees, expenses or other amounts specified under Section B(4).

M. Representations, Warranties, Covenants and Agreements

1) Merchant warrants, represents, covenants and agrees that, subject to the issuance of the Approval Order: (a) Merchant is a limited partnership duly formed, validly existing and in good standing under the laws of the province of Ontario, with full power and authority to execute and deliver this Agreement and to perform its obligations hereunder; (b) the execution, delivery and performance of this Agreement has been duly authorized by all necessary actions of Merchant and this Agreement constitutes a valid and binding obligation of Merchant enforceable against Merchant in accordance with its terms and conditions, and the consent of no other entity or person is required for Merchant to fully perform all of its obligations herein; (c) all ticketing of Merchandise at the Stores has been and will be done in accordance with Merchant’s customary ticketing practices; (d) all normal course hard markdowns on the Merchandise have been, and will be, taken consistent with Merchant’s customary practices, and (e) subject to the Sale Guidelines and this Agreement, the Stores and Distribution Centres will be operated in the ordinary course of business in all respects, except as otherwise expressly agreed to by Merchant and Consultant, in consultation with the Monitor.

2) Each party comprising the Consultant warrants, represents, covenants and agrees that: (a) Consultant is a company duly organized, validly existing and in good standing under the laws of its jurisdiction of organization, with full power and authority to execute and deliver this Agreement and to perform the Consultant’s obligations hereunder; (b) the execution, delivery and performance of this Agreement has been duly authorized by all necessary actions of Consultant and this Agreement constitutes a valid and binding obligation of Consultant enforceable against Consultant in accordance with its terms and conditions, and the consent of no other entity or person is required for Consultant to fully perform all of its obligations herein; (c) Consultant shall comply with and act in accordance with any and all applicable federal, provincial and local laws, rules, and regulations, and other legal obligations of all governmental authorities; (d) no non-emergency repairs or maintenance in the Stores or Distribution Centres will be conducted without Merchant’s prior written consent; (e) Consultant will not take any disciplinary action against any employee of Merchant; and (f) Consultant is not a non-resident of Canada pursuant to the *Income Tax Act* and shall provide the Merchant with its relevant sales tax numbers prior to the Sale.

3) The Merchant shall collect all sales taxes and shall be solely responsible for reporting and paying the same to the appropriate taxing authorities in accordance with applicable law.

4) The Merchant shall seek Court approval of this Agreement and the Sale Guidelines pursuant to the Approval Order. The Parties expressly acknowledge and agree that the entering into of this Agreement by the Merchant is subject to the issuance of the Approval Order approving, among other things, this Agreement, the Sale Guidelines and the conduct of the Sale and that should the Approval Order not be obtained, this Agreement shall have no force or effect.

5) The Consultant shall conduct the Sale in accordance with the terms of this Agreement, the Approval Order and the Sales Guidelines.

N. Termination

The following shall constitute “Termination Events” hereunder:

- 1) A Merchant’s or the Consultant’s failure to perform any of their respective material obligations hereunder, which failure shall continue uncured seven (7) days after receipt of written notice thereof to the defaulting Party;
- 2) Any representation or warranty made by a Merchant or the Consultant is untrue in any material respect as of the date made or at any time and throughout the Sale Term; or
- 3) The Sale is terminated or materially interrupted or impaired for any reason, including but not limited to an order of the Court, other than as a result of an Event of Default (as defined below) by the Consultant or the Merchant.

If a Termination Event occurs, (i) the non-defaulting Party in the event of a Termination Event arising under subparagraphs (1) or (2) above (an “**Event of Default**”), or (ii) either Party in the event of a Termination Event arising under subparagraph (c) above, may, in its discretion, elect to terminate this Agreement by providing seven (7) business days’ written notice thereof to the other Party and, in the case of an Event of Default, in addition to terminating this Agreement, pursue any and all rights and remedies and damages resulting from such Event of Default.

If this Agreement is terminated, the Merchant shall be obligated to pay the Consultant all amounts due and owing by the Merchant to the Consultant under this Agreement through and including the termination date of the Agreement, subject to the rights of Merchant in the event of an Event of Default by the Consultant.

O. Notices

All notices, certificates, approvals, and payments provided for herein shall be sent by electronic mail or by recognized overnight delivery service as follows: (a) to Merchant: at the address listed above, with a copy to counsel to the Merchant: Stikeman Elliot LLP, 5300 Commerce Court West, 199 Bay Street, Toronto, ON M5L 1B9, Attn: Elizabeth Pillon, Email: epillon@stikeman.com; (b) to Consultant: Hilco Merchant Retail Solutions, ULC c/o Hilco Merchant Resources, LLC, 5 Revere Drive, Suite 206, Northbrook, IL 60062, Attention: T. Kellan Grant, Email: kgrant@hilcoglobal.com, with a copy to counsel to the Consultant at: Cassels Brock & Blackwell LLP, Suite 3200, Bay Adelaide Centre — North Tower, 40 Temperance St, Toronto, Ontario M5H 0B4 Canada, Attn: Monique Sassi, Esq., Email: msassi@cassels.com; or (c) such other address as may be designated in writing by Merchant or Consultant, and in either case, with a copy to the Monitor at: Alvarez & Marsal Canada Inc., 200 Bay St., Toronto, ON M5J 2J1, Attn: Greg Karpel, Email: gkarpel@alvarezandmarsal.com, with a copy to the Monitor’s counsel: Bennett Jones LLP, One First Canadian Place, Suite 3400, P.O. Box 130, Toronto, Ontario, M5X 1A4, Attn: Sean Zweig & Mike Shakra, Email: zweigs@bennettjones.com / shakram@bennettjones.com.

P. Independent Consultant

Consultant’s relationship to Merchant is that of an independent contractor without the capacity to bind Merchant in any respect. No employer/employee, principal/agent, joint venture or other such relationship is created by this Agreement. Merchant shall have no control over the hours that Consultant or its employees or assistants or the Supervisors work or the means or manner in which the services that will be provided are performed and Consultant is not authorized to enter into any contracts or agreements on behalf of Merchant or to otherwise create any obligations of Merchant to third parties, unless authorized in writing to do so by Merchant, with the consent of the Monitor.

Q. Non-Assignment

Neither this Agreement nor any of the rights hereunder may be transferred or assigned by either Party without the prior written consent of the other Party; provided, however, that Consultant may syndicate this transaction with one or more third parties upon notice to, but not the consent of Merchant. No modification, amendment or waiver of any of the provisions contained in this Agreement, or any future representation, promise or condition in connection with the subject matter of this Agreement, shall be binding upon any Party to this Agreement unless made in writing and signed by a duly authorized representative or agent of such Party. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective legal representatives, successors and permitted assigns.

R. Severability

If any term or provision of this Agreement, as applied to either Party or any circumstance, for any reason shall be declared by a court of competent jurisdiction to be invalid, illegal, unenforceable, inoperative or otherwise ineffective, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. If the surviving portions of the Agreement fail to retain the essential understanding of the Parties, the Agreement may be terminated by mutual consent of the Parties.

S. Governing Law, Venue, Jurisdiction and Jury Waiver

This Agreement, and its validity, construction and effect, shall be governed by and enforced in accordance with the laws of the Province of Ontario (without reference to the conflicts of laws provisions therein) and the laws of Canada applicable therein. Merchant and Consultant waive their respective rights to trial by jury of any cause of action, claim, counterclaim or cross-complaint in any action, proceeding and/or hearing brought by either Consultant against Merchant or Merchant against Consultant on any matter whatsoever arising out of, or in any way connected with, this Agreement, the relationship between Merchant and Consultant, any claim of injury or damage or the enforcement of any remedy under any law, statute or regulation, emergency or otherwise, now or hereafter in effect.

T. Entire Agreement

Other than with respect to the Confidentiality Agreement, this Agreement, together with all additional schedules and exhibits attached hereto, constitutes a single, integrated written contract expressing the entire agreement of the Parties concerning the subject matter hereof. No covenants, agreements, representations or warranties of any kind whatsoever have been made by any Party except as specifically set forth in this Agreement. All prior agreements, discussions and negotiations are entirely superseded by this Agreement.

U. Execution

This Agreement may be executed simultaneously in counterparts (including by means of electronic mail, facsimile or portable document format (pdf) signature pages), any one of which need not contain the signatures of more than one party, but all such counterparts taken together shall constitute one and the same instrument. This Agreement, and any amendments hereto, to the extent signed and delivered by means of electronic mail, a facsimile machine or electronic transmission in portable document format (pdf), shall be treated in all manner and respects as an original thereof and shall be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person.

V. Canadian Dollars

The Expense Budget expresses amounts in Canadian dollars. All references to monetary amounts in this Agreement are in Canadian dollars.

W. Choice of Language.

The parties have specifically required that this Agreement and all related documents be drafted and executed in English. *Les parties aux présentes ont formellement demandé à ce que la présente convention et tous les documents auxquels celle-ci réfère soient rédigés et signés en langue anglaise.*

*[Remainder of Page Intentionally Left Blank]
[Signatures Appear Next Page]*

IN WITNESS WHEREOF, the Merchant and the Consultant have executed this Agreement or caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date first written above.

MERCHANT:

HUDSON'S BAY COMPANY ULC

By: _____

Name:

Its:

CONSULTANT:

HILCO MERCHANT RETAIL SOLUTIONS ULC

By: _____

Name:

Its:

Exhibit “1A”

List of Stores

Exhibit “1B”

Exhibit “B”

Exhibit “C”

EXHIBIT "F"
referred to in the Affidavit of
JENNIFER BEWLEY
Sworn March 21, 2025

A handwritten signature in black ink, appearing to read "Philip", is written above a horizontal line.

Commissioner for Taking Affidavits

SMART OFFER LETTER



PAYMENT DETAILS

Name:	Hudson's Bay Company ULC
Company:	HBC I LP
Payment Agreement #:	15570252
Total Premium:	5,376,778.77
Initial Payment:	1,613,033.63
Balance:	3,763,745.14
Plan Cost:	109,831.01
# of Payments:	9
Payment Frequency:	Monthly
Your Payment*:	430,397.35

*Actual payment amount is determined by your final premium and method of payment

Paying for your insurance premium is easy.

We are pleased to offer all of our customers the option of a convenient payment plan via chequing account or credit card.

To get set up:

Click on the button below and set-up your payment in our online portal. It only takes a minute.

PAY IN MONTHLY INSTALLMENTS

\$430,397.35

PAY IN FULL

\$5,376,778.77

PAY IN 3 INSTALLMENTS

3 Installments of the Total Premium*

*A finance fee may apply

**CLICK HERE TO SELECT
PAYMENT CHOICE**

This Payment Option is provided by and managed through our partners at Imperial PFS Payments Canada, ULC. If you have any questions about the program you can contact them directly at (866) 815-9454.

If you have any further questions about your policy, please don't hesitate to contact our office.

03/19/2025

Insured/Borrower:

Hudson's Bay Company ULC
Operating As: HBC I LP
401 Bay Street
Toronto, ON M5H 2Y4

Your Insurance Agent or Broker:

Jones Deslauriers Insurance Management Inc
2375 Skymark Ave
Mississauga, ON L4W 4Y6

To accept your insurance premium and set up your payment:

Your actual payment will be based on your final policy details which will be provided by your broker and outlined in your Notice of Acceptance.
Please provide or confirm your banking information in the payment details section and sign below.

PAYMENT DETAILS:

Transit (Branch) # Institution # Account Number

Other Payment Reference

Credit Card Payments (Optional): We understand that we have the option to make our payments by credit card and that this service is optional. We understand that there will be a charge equal to 2.250% of our Payment Amount for this optional service and that we may cancel at any time on 30 days' notice to Imperial PFS Canada.

INSURED/BORROWER AUTHORIZATION AND PRIVACY AUTHORIZATION:

Business Title

Signature

Date


By signing this Payment Agreement, the Insured/Borrower (referred to below as "We" or "us" or "our"):

- acknowledge reading and understanding the AGREEMENTS OF INSURED/BORROWER of this Payment Agreement as outlined on the following pages; and
- consent to the collection, use and disclosure of our information for the purposes of: (i) assessing eligibility for and managing credit facilities, (ii) evaluating ongoing credit risk, including obtaining immediate and supplemental/ongoing credit checks of our financial and credit history from credit reporting agencies and those financial institutions which have relevant information on us and ensuring the integrity of the credit reporting information, (iii) fulfilling Imperial PFS Canada's obligations under the Payment Agreement, and (iv) as further described in the privacy policy available at <https://www.ipfscanada.com/privacy-policy> or on request; and
- acknowledge that our information may be stored and processed outside of Canada, including in the United States, and disclosure may be compelled by foreign courts, law enforcement and national security authorities.

Imperial PFS Payments Canada, ULC

1011-1 Toronto Street, Toronto, ON M5C 2V6
Phone: (866) 815-9454 | Web: www.ipfscanada.com

Payment Agreement #: 15570252

EASY PAYMENTS
POWERED BY


PAYMENT DETAILS	
Payment Agreement #:	15570252
Total Premiums:	\$5,376,778.77
Initial Payment:	\$1,613,033.63
Initial Payment to Broker:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Balance:	\$3,763,745.14
Plan Cost:	\$109,831.01
# of Payments:	9
Payment Frequency:	Monthly
Effective Date:	02/28/2025

YOUR PAYMENT

\$430,397.35

First Payment Due: Your first Monthly Payment is due 1 month after the earliest Effective Date. Subsequent payments are due on the same day each month.

"001" "00002 003" 4567 "890"

Transit (Branch Number) Institution Number Account Number

POLICY INFORMATION

Definitions: Wherever the word "Policy" or "Policies" is used in this Payment Agreement, "PA", unless otherwise defined herein, it means the policy(ies) listed on the SCHEDULE OF POLICIES within the Notice of Acceptance. Wherever the word "we" or "us" or "our" is used in this Agreement, it means the undersigned Insured/Borrower or, if there is more than one Insured/Borrower, the undersigned Insureds/Borrowers, jointly and severally. "Imperial PFS Canada" means Imperial PFS Payments Canada, ULC and its successors and assigns. Wherever the words "Insurance Company" or "Insurance Companies" are used in this Agreement, they mean the Insurance companies listed on the SCHEDULE OF POLICIES within the Notice of Acceptance. Interpretation: In this PA, words indicating the singular shall include the plural and vice versa, and words indicating one gender shall include all genders.

AGREEMENTS OF INSURED/BORROWER

In consideration of Imperial PFS Canada's commitment to finance and the premium payments being financed by Imperial PFS Canada to the Insurance Companies on our behalf and with our authority, we, THE INSURED/BORROWER, HEREBY:

1. Promise to pay to Imperial PFS Canada the Balance plus Plan Cost to be made in accordance with the Payment Details, subject to the provisions set forth in this PA, whether or not any or all of the Policies are terminated for any reason and acknowledge that included in the Balance may be amounts of applicable taxes and fees and if so included, the word "premium" when used in this PA shall be interpreted to include any such amounts.
2. Assign by way of security to Imperial PFS Canada all unearned premiums, all dividends and all loss payments, which reduce the unearned premiums under the Policies and all provincial or federal sales tax or other refunds, and agree that if we receive any such amounts, we shall receive them in trust for Imperial PFS Canada and shall immediately pay them over to Imperial PFS Canada.
3. Irrevocably appoint Imperial PFS Canada our attorney with full authority, coupled with an interest, to cancel the Policies financed herein for nonpayment of payments as set forth in this PA or as otherwise contemplated in this PA, to direct the Insurance Companies to make payment of all sums assigned, to Imperial PFS Canada, to receive all sums assigned and to endorse on our behalf in favour of Imperial PFS Canada any cheque made payable to us and to Imperial PFS Canada jointly.
4. Understand that the Plan Cost begins to accrue on the earlier of the earliest effective date of any of the Policies and the date of funding by Imperial PFS Canada hereunder.
5. Late Payment: Upon default of any payment for five (5) days, agree to pay a late charge of five percent (5%) of the Defaulted Payment. In addition, we agree Imperial PFS Canada may at its own discretion impose a charge in the amount of CAD \$50.00 plus applicable taxes for each defaulted/returned payment. This section does not apply to section 32.
6. Continuous Agreement: Acknowledge this PA to be an ongoing contract providing for continuous insurance premium financing in accordance with its terms which may, at Imperial PFS Canada's sole discretion, be renewed or extended annually upon our request subject to the receipt and approval by Imperial PFS Canada of a renewal notice executed by us or our authorized Agent or Broker. Each renewal shall be effective only following approval by Imperial PFS Canada by means of a written notice of acceptance as of the Policy Effective Date stated in such renewal notice and shall be for the Policy Term specified and for the Balance also specified therein. We appoint the Insurance Agent or Broker identified on Page 1 as our attorney, who has accepted such mandate, with full authority, coupled with an interest, to execute for and on our behalf any renewal notice or renewal payment agreement in order to modify the terms and provisions of this PA, request successive one year extensions of this PA or otherwise. We understand that we may revoke this appointment at any time upon written notice to the Insurance Agent or Broker and to Imperial PFS Canada. We agree that an Initial Payment, equal in proportion to that in the initial PA, is due to Imperial PFS Canada on any renewal of this PA, and in order to maintain that Initial Payment we authorize Imperial PFS Canada to continue pre-authorized withdrawals until written notice of cancellation or a renewal notice is received by Imperial PFS Canada. Imperial PFS Canada shall credit any excess to or collect any shortfall of Initial Payment from us at time of renewal of this PA. We agree that following each such approval by Imperial PFS Canada each and every one of the terms and conditions of the original PA other than the particulars of the Payment Agreement, which shall be amended to reflect the amended Policies and payments, shall remain in full force and effect during the relevant term, notwithstanding any change of Insurance Companies, Policy coverage types, premium amount or Payment Agreement Details. We further agree that financing provided by Imperial PFS Canada for each renewal term shall be at current rates being charged by Imperial PFS Canada at the relevant renewal date, and that Imperial PFS Canada has the right to decline any renewal of this PA at its sole discretion.
7. Copy of Policy: Irrevocably direct our authorized Agent or Broker to provide Imperial PFS Canada upon Imperial PFS Canada's request with a complete copy of the Policies and any other requested information concerning return premium, cancellation and minimum earned/retained amount.
8. Updated Information: Agree to provide to Imperial PFS Canada not less than thirty (30) days' prior written notice of any change in our name, address, bank account, credit card account or any change related to the Policies or this PA.
9. Cancellation after Policy is in Force: Agree that if we do not make a payment when it is due or we are otherwise in default under this PA or any other PA which we at any time enter into with Imperial PFS Canada or its affiliates, Imperial PFS Canada may exercise its power of attorney, cancel the Policies in accordance with the provisions contained in this PA, direct the Insurance Companies as to payment of all sums assigned, to Imperial PFS Canada, and act in our place with regard to the Policies. We understand that before Imperial PFS Canada cancels the Policies, Imperial PFS Canada will mail a written Notice of Intent to Cancel to us at our last address as shown on Imperial PFS Canada's records, and that Imperial PFS Canada will send a Notice of Cancellation to the Insurance Companies and us canceling the Policies if we do not make the payment that is overdue or otherwise cure the default within ten (10) days of the default. In addition, we agree to pay Imperial PFS Canada an administration fee of \$100.00 plus applicable taxes should Imperial PFS Canada have to cancel this PA.
10. Money Received after Cancellation: Agree that if Imperial PFS Canada receives a payment after Imperial PFS Canada sends the Notice of Cancellation, Imperial PFS Canada may apply to it what we owe, if anything, without changing Imperial PFS Canada's rights under this PA. After the Policies are cancelled (whether by Imperial PFS Canada or by us or anyone else), Imperial PFS Canada has the right to receive all refunds of unearned premiums and apply them against the unpaid portion of the Balance plus Plan Cost as amended from time to time together with all other amounts owing under this PA, if any. If the refund is more than we owe, Imperial PFS Canada will return to us only what is left after all amounts due under this PA have been paid in full. If the refund is less than we owe, we will pay Imperial PFS Canada the difference forthwith on demand. Imperial PFS Canada may act in our place to do whatever is necessary to collect such refunds. The Insurance Companies may rely on whatever Imperial PFS Canada tells them regarding the Policies and the refunds; they do not have to get proof from us or anyone else as to any matter.
11. Default: Agree that we will be in default if any of the following happens: a payment is not made when it is due (if the Initial Payment is not made, it shall give rise to a repudiation or in the case of Quebec, a resolution according to section 32); a proceeding in bankruptcy, receivership, insolvency or similar proceeding is instituted by or against us; any one of the Policies is cancelled by us or the Insurance Companies or any other person for any reason; or we fail to keep a promise we make in this PA.
12. Right to Demand Payment in Full: Agree that at any time after we are in default, Imperial PFS Canada can demand and has the right to receive immediately payment of the total unpaid portion due under this PA. All remedies hereunder are cumulative. Imperial PFS Canada need not exhaust its remedies before claiming the total unpaid amount due under this PA from us. The provision hereto is a clause of forfeiture of benefit of the term. Any amount forfeited by us will not constitute a penalty but rather constitute a genuine pre-estimate of damages. This remedy does not affect Imperial PFS Canada's remedy under section 32.
13. Cross Collateralization: Agree that if we are in default under this PA or any other PA which we at any time enter into with Imperial PFS Canada or any of its affiliates, we shall be in default under all agreements at any time entered into by us with Imperial PFS Canada or any of its affiliates, and Imperial PFS Canada shall be entitled to exercise all remedies available to Imperial PFS Canada when we are in default under this PA or any other PA between us and Imperial PFS Canada or any of its affiliates. Notwithstanding any other provision of this PA or any other PA, we agree that any amount received by Imperial PFS Canada on account of unearned premiums, all dividends, and all loss payments which reduce the unearned premiums under the Policies or under any other Policies financed by Imperial PFS Canada on our request under any other PA with Imperial PFS Canada or any of its affiliates may be applied against the total amount due under this PA and all other amounts due to Imperial PFS Canada by us. We hereby appoint Imperial PFS Canada our attorney with full authority to cancel policies financed by Imperial PFS Canada under other agreements with Imperial PFS Canada by reason of default under this PA or any other agreement between us and Imperial PFS Canada. We agree and confirm that every agreement between us with respect to premium is hereby deemed to be amended as required to give effect to the foregoing.
14. Security Interests: To secure the performance of our obligations hereunder we grant Imperial PFS Canada a continuing security interest in any interest we have in all unearned premiums, all dividends and all loss payments which reduce the unearned premiums under the Policies and all provincial or federal sales tax or other refunds. We agree that Imperial PFS Canada has all the rights of a secured party under any applicable personal property security interest (as the terms "security interest" and "purchase money security interest" are used in the Personal Property Security Act (Ontario) and shall be interpreted with similar effect under analogous legislation in force in any other relevant jurisdiction). Where applicable by law, we hereby waive our right of notification of Personal Property Security Act registration.
15. Early Payment: Acknowledge that at any time, we may pay the whole amount still unpaid. If we pay the full amount before it is due, we will be given a refund of the unearned Plan Cost less any fees deemed appropriate by Imperial PFS Canada at its sole discretion.
16. Assignments: Agree that we may not assign the Policies or permit endorsement of any of the Policies to additional insureds without Imperial PFS Canada's written consent prior to the assignment or endorsement. However, we do not need Imperial PFS Canada's written consent to add mortgages or other persons as loss payees. Imperial PFS Canada may transfer its rights under this PA to anyone without our consent and we agree to pay this transferee without any right to abatement, deduction, set-off, withholding or any other counterclaim. All of Imperial PFS Canada's rights shall endure to the benefit of Imperial PFS Canada's successors and assigns. The obligations of the Insured/Borrower are binding upon our heirs, executors, successors, administrators and assigns.
17. Indemnity: Agree that we will indemnify, defend and hold harmless Imperial PFS Canada and its agents, officers, attorneys, directors, assigns, and employees from and against any and all liabilities, losses, expenses, damages, demands, and claims, including attorneys' fees, arising out of injury or alleged injury to any persons, including death, damage or alleged damage to any property, if due to our failure to pay Imperial PFS Canada monies owing under this PA when such amounts are due, and such default in payment causes Imperial PFS Canada to cancel the Policy(ies) or otherwise affect our Policy(ies) due to the default in payment.
18. Collection Costs: Agree to pay any costs, fees and expenses incurred to collect any monies we owe under this PA including without limitation, legal fees on a solicitor and his own client basis, and all such amounts shall be deemed to be included in the Balance and shall be secured by the security granted under this PA.
19. Agent or Broker: Acknowledge while the Agent or Broker submitting this PA may be accepting the Initial Payment on Imperial PFS Canada's behalf, that such Agent or Broker is not Imperial PFS Canada's agent and cannot legally bind Imperial PFS Canada in any way.
20. Amendments: Agree if the Policies or any of them have not been issued at the time of signing of this PA, Imperial PFS Canada may insert the names of the Insurance Companies issuing the Policies, the Policy numbers, and the due date of any Payments, if they are not known when we sign the PA. We agree that during the term of this PA, the Balance, Plan Cost, Balance plus Plan Cost, and Payment Agreement Details may be amended by Imperial PFS Canada (1) to reflect any changes in the principal portion, or otherwise resulting from any Policy renewal or any other cause whatsoever, (2) to ensure that this PA conforms to the original or renewal finance quotation provided to the Agent or Broker and correctly sets forth the details of the Policies. We agree that all such amendments shall be binding upon us. Imperial PFS Canada agrees to advise us in writing of any such changes.
21. Effective Date: The Effective Date of this PA will be when this PA is accepted by Imperial PFS Canada in writing. This acceptance will be communicated with a notice of acceptance to us and/or our authorized Agent or Broker. However, we agree that funding by Imperial PFS Canada hereunder will not occur until Initial Payment is made.
22. Audit Policies: If any Policy financed by Imperial PFS Canada is an audit or reporting form Policy, we agree to pay to Imperial PFS Canada, and hereby direct the Insurance Companies to pay to Imperial PFS Canada, the amount of any return premium, to be applied against the Balance plus Plan Cost together with all other amounts owing hereunder as provided by law and further agree to provide Imperial PFS Canada with particulars as to the amount of any increase in premium payments required by the Insurance Companies.
23. Signature and Acknowledgement: Acknowledge we have signed this PA and have received an executed copy of it. If the Insured/Borrower is a corporation, limited liability company, partnership or other entity, we warrant we are authorized to sign this PA on its behalf, acting alone, and to bind such entity. If there is more than one Insured/Borrower listed on any Policies, we warrant we are, acting alone, authorized to sign for and to bind all Insureds/Borrowers.
24. Waiver of Rights/Enforceability: Acknowledge that time shall be of the essence of this PA and any waiver of or delay in enforcing any rights by Imperial PFS Canada does not constitute any waiver of such rights thereafter. The invalidity or unenforceability of any clause will not affect the remainder of the PA.
25. Facsimile Transmission: Agree that Imperial PFS Canada shall be entitled but not obligated to rely on delivery by facsimile transmission of an executed copy of this PA and acceptance by Imperial PFS Canada of such facsimile copy shall be effective to create a valid and binding agreement between us, Imperial PFS Canada, and the Agent or Broker in accordance with the terms hereof.
26. Dispute Resolution: The parties agree to resolve any and all disputes or claims arising out of or relating to this PA in the following manner: (1) for any and all disputes or claims within the monetary jurisdictional limit of the small claims court in the province or territory of the Borrower ("Small Claims"), the dispute or claim shall be resolved in either small claims court in the province or territory of the Borrower or by private arbitration pursuant to the *Arbitration Act, 1991*, S.O. 1991, c. 17 as am., or such successor act, in Toronto, Ontario, at the discretion of the filing party; and (2) for all claims and disputes exceeding the jurisdictional limit of the small claims court in the province or territory of the Borrower ("Large Claims"), the dispute or claim shall be resolved through private arbitration pursuant to the *Arbitration Act, 1991*, S.O. 1991, c. 17 as am., or such successor act, in Toronto, Ontario. The language of the arbitration shall be English. In the event that the dispute or claim is resolved through private arbitration, the final arbitral award will be binding upon the parties and there will be no appeal from the award of the arbitrator on questions of law or on questions of fact or mixed fact and law.
27. Governing Law: Agree that this PA shall be governed by the law of the province where the Insured/Borrower is located as indicated on the front page hereof, and the federal laws of Canada applicable in that jurisdiction.
28. Province of Quebec: For all purposes pursuant to which the interpretation or construction of this PA may be subject to the laws of the Province of Quebec or a court or tribunal exercising jurisdiction in the Province of Quebec, (1) "security" shall include "hypothec" and "security interest" shall include a "movable hypothec without delivery", (2) all references to filing, registering or recording under the Personal Property Security Act (Ontario) shall include publication under the Civil Code of Quebec, (3) any "apply to it what we owe", "apply them against the unpaid portion", "set-off" or similar expression shall include a "right of compensation", (4) an "attorney" shall include a "mandatary", (5) "receivership" shall include "sequestration" and "seizure", (6) "loss payments" shall include "indemnities", (7) "loss payee" shall include "beneficiary" and "hypothecary creditor", (8) "collection fees" shall include "recovery fees", (9) "joint and several" shall include "solidary", (10) "right to demand payment in full" shall include "the loss of the benefit of the term". For the purposes of section 14 (Security Interest), to secure the performance of our obligations hereunder, we grant Imperial PFS Canada a movable hypothec without delivery in any interest we have in all unearned premiums, all dividends and all loss payments which reduce the unearned premiums under the Policies and all provincial or federal sales tax or other refunds, the whole up to an amount equal to the Balance plus Plan Cost multiplied by 1.25, with interest thereon at the rate of 25% per annum as of the date hereof. We and our authorized Agent or Broker, hereby represent and warrant that the Insurance Companies have not received any notice of assignment or hypothec under Article 2479.1 of the Civil Code of Quebec from any person (other than Imperial PFS Canada), prior to the Effective Date of this PA, in respect of the Policies hereunder, and we hereby further agree to cause such Insurance Companies to so confirm in writing to Imperial PFS Canada.
29. Language: Les parties ont expressément convenu que cette convention ainsi que tous documents y afférents soient rédigés en langue anglaise seulement. The parties have expressly agreed that this PA and all related documents be drafted in the English language only.
30. Pre-Authorized Payment Agreement: Imperial PFS Canada is hereby authorized to draw payment under its Payment Agreement from the bank account and/or the credit card account included within Payment Details. This authorization shall extend to include any revised payment amounts, late charges, NSF charges or other amounts due to Imperial PFS Canada under the terms of this Payment Agreement. We understand that the debits may occur prior to a receiving prior written notice. We also understand that if we wish to change the amount of our PAD (Pre-Authorized Debit) we should contact Imperial PFS Canada by phone or in writing. This authorization is a Business PAD (where the Insured is a corporation, person or entity acting for business purposes). We can obtain a sample cancellation form or get further information on our right to cancel a PAD agreement by contacting our financial institution or by visiting www.payments.ca. We acknowledge that we have certain recourse rights if any debit does not comply with this cancellation. For example, we have the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD agreement. To obtain more information on our rights, we should contact our financial institution or visit www.payments.ca.
31. Notice of Acceptance and Amendments: we agree that because some of the Policy(ies) may not have been issued at the time of signing of this PA, Imperial PFS Canada will provide a Schedule of Policies, including (where available) the names of the Insurance Companies issuing the Policy(ies), the Policy numbers, the Premiums and the due date of any payments, and send that information to us and the Broker in a Notice of Acceptance to be sent to us within 10 days of Imperial PFS Canada's

Imperial PFS Payments Canada, ULC

1011-1 Toronto Street, Toronto, ON M5C 2V6
Phone: (866) 815-9454 | Web: www.ipfscanada.com

Payment Agreement #: 15570252



acceptance of the revised policy details. We agree that during the term of this PA, Imperial PFS Canada may amend the PA (1) to reflect any changes in the Total Premiums, or otherwise resulting from any Policy renewal or any other cause whatsoever, (2) to ensure that this PA conforms to the original or renewal quotation provided to the Broker and correctly sets forth the details of the Policy(ies). We agree that all such amendments shall be binding upon us.

32. Right not to Fund where no Payment has been Made: If we fail to make any required Initial Payment prior to the time Imperial PFS Canada pays the Total Premiums, any individual premium listed on the Schedule of Policies, or any additional premium on the policies listed in the Schedule of Policies, **Imperial PFS Canada may in its sole discretion accept the repudiation, or in the case of Quebec, resolution, of this PA** with respect to all policies or additional premiums to which such missed down payment or installment payment relates. **Such repudiation, or in the case of Quebec, resolution, will alleviate Imperial PFS Canada of any future obligation under this PA, and we will have no remedy if Imperial PFS Canada accepts such repudiation, or in the case of Quebec, resolution.** This section does not apply where a default occurs after an Initial Payment has been made. We understand that if Imperial PFS Canada chooses not to pay such premiums, we may not have insurance coverage and it is our responsibility to make all premium payments to our agent, broker, or insurance carrier, as the case may be.

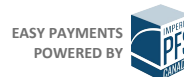
33. Remedies, Waiver, and Severability: All rights and remedies of the parties, pursuant to this PA, in law or at equity, are cumulative and may be exercised concurrently or separately. The exercise of one remedy will not be an election of that remedy to the exclusion of other remedies. The waiver of a breach of any term or condition of this PA or the failure to enforce a right pursuant to this PA will not act as a waiver of any other breach of the same or any other term or condition or as a waiver of any future right. If any provision of this PA is held to be unenforceable, the remaining provisions will remain in effect and the parties will negotiate in good faith a substantively comparable enforceable provision to replace the unenforceable provision.

Imperial PFS Payments Canada, ULC

1011-1 Toronto Street, Toronto, ON M5C 2V6

Phone: (866) 815-9454 | Web: www.ipfscanada.com

Payment Agreement #: 15570252



ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at Toronto

AFFIDAVIT OF JENNFIER BEWLEY
(Sworn March 21, 2025)

STIKEMAN ELLIOTT LLP
Barristers & Solicitors
5300 Commerce Court West
199 Bay Street
Toronto, Canada M5L 1B9

Ashley Taylor LSO#: 39932E
Email: ataylor@stikeman.com
Tel: +1 416-869-5236

Elizabeth Pillon LSO#: 35638M
Email: lpillon@stikeman.com
Tel: +1 416-869-5230

Maria Konyukhova LSO#: 52880V
Email: mkonyukhova@stikeman.com
Tel: +1 416-869-5230

Philip Yang LSO#: 82084O
Email: PYang@stikeman.com
Tel: +1 416-869-5593

Brittney Ketwaroo LSO#: 89781K
Email: bketwaroo@stikeman.com
Tel: +1 416-869-5524

Lawyers for the Applicants

TAB 3

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

THE HONOURABLE MR

)
)
)

FRIDAY, THE 21st DAY

JUSTICE OSBORNE

OF MARCH, 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 YSS 1 LP INC., HBC YSS 2 LP INC., HBC HOLDINGS GP
INC., SNOSPMIS LIMITED, 2472596 ONTARIO INC., and 2472598 ONTARIO INC.**

AMENDED AND RESTATED INITIAL ORDER

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 YSS 1 LP Inc., HBC YSS 2 LP Inc., HBC Holdings GP Inc., Snospmis Limited, 2472596 Ontario Inc., and 2472598 Ontario Inc. (collectively, the "**Applicants**") for an order amending and restating the initial order of Justice Osborne issued on March 7, 2025 (the "**Initial Order**") pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") was heard this day at 330 University Avenue, Toronto, Ontario and via videoconference.

ON READING the affidavits of Jennifer Bewley sworn March 7, 2025 (the "**First Bewley Affidavit**"), March 14, 2025 (the "**Second Bewley Affidavit**"), and March 21, 2025 (the "**Third Bewley Affidavit**"), and the Exhibits thereto, the pre-filing report of Alvarez & Marsal Canada Inc. ("**A&M**"), in its capacity as proposed monitor of the Applicants dated March 7, 2025, the first report of A&M (the "**First Report**"), in its capacity as monitor of the Applicants (in such capacity, the "**Monitor**"), dated March 16, 2025, and the Supplement to the First Report of the Monitor dated March 21, 2025, on being advised that the secured creditors who are likely to be affected by the charges created herein were given notice, and on hearing the submissions of counsel to the

Applicants, counsel to the Monitor, and such other parties as listed on the Counsel Slip, with no one else appearing although duly served as appears from the affidavits of service of Brittney Ketwaroo sworn March 17, 2025, and March 21, 2025.

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 capitalized terms used but not defined in this Order shall have the meanings given to them in the First Bewley Affidavit, the Second Bewley Affidavit and the Third Bewley Affidavit.

APPLICATION

3. **THIS COURT ORDERS AND DECLARES** that the Applicants are companies to which the CCAA applies. Although not Applicants, HBC Holdings LP, RioCan-HBC General Partner Inc., RioCan-HBC Limited Partnership, RioCan-HBC (Ottawa) Holdings Inc., RioCan-HBC (Ottawa) GP, Inc., RioCan-HBC (Ottawa) Limited Partnership ("**RioCan-Hudson's Bay Ottawa LP**"), HBC YSS 1 Limited Partnership ("**YSS 1**"), HBC YSS 2 Limited Partnership ("**YSS 2**"), HBC Centerpoint LP, and The Bay Limited Partnership (collectively, the "**Non-Applicant Stay Parties**", and together with the Applicants, "**Hudson's Bay Canada**") shall have the benefits of the protections and authorizations provided by this Order.

PLAN OF ARRANGEMENT

4. **THIS COURT ORDERS** that the Applicants shall have the authority to file with this Court a plan of compromise or arrangement (the "**Plan**").

POSSESSION OF PROPERTY AND OPERATIONS

5. **THIS COURT ORDERS** that the Applicants shall remain in possession and control of their current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the "**Property**"). For greater certainty, Property does not include the assets, undertakings or properties of any Non-Applicant Stay Party, including the interests of any Non-Applicant Stay Party in any head lease held by RioCan- Hudson's Bay

JV, YSS 1, YSS 2, RioCan-HBC (Ottawa) Holdings Inc., RioCan-HBC (Ottawa) GP, Inc., or RioCan-Hudson's Bay Ottawa LP (a "**JV Head Lease**") or any property held by an Applicant as nominee or bare trustee for a Non-Applicant Stay Party or other Person. Subject to further Order of this Court, the Applicants shall continue to carry on business in a manner consistent with the preservation of their business (the "**Business**") and Property. The Applicants shall each be authorized and empowered to continue to retain and employ their employees, contractors, advisors, consultants, agents, experts, appraisers, valuers, brokers, accountants, counsel and such other persons (collectively "**Assistants**") currently retained or employed by them, with liberty to retain such further Assistants as they deem reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order.

6. **THIS COURT ORDERS** that Hudson's Bay and The Bay Limited Partnership shall be entitled to continue to utilize their existing central cash management systems currently in place as described in the First Bewley Affidavit, or with the consent of the Monitor and the DIP Agent or Agents (as applicable) (as defined in the Restructuring Support Agreement), replace it with another substantially similar central cash management system (the "**Cash Management System**") and that any present or future bank providing the Cash Management System shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any transfer, payment, collection or other action taken under the Cash Management System, or as to the use or application by Hudson's Bay and The Bay Limited Partnership of funds transferred, paid, collected or otherwise dealt with in the Cash Management System, shall be entitled to provide the Cash Management System without any liability in respect thereof to any Person (as hereinafter defined) other than Hudson's Bay and The Bay Limited Partnership, pursuant to the terms of the documentation applicable to the Cash Management System, and shall be, in its capacity as provider of the Cash Management System, an unaffected creditor under any Plan with regard to any claims or expenses it may suffer or incur in connection with the provision of the Cash Management System.

7. **THIS COURT ORDERS** that the Applicants shall be entitled but not required to pay the following expenses whether incurred prior to, on or after the date of the Initial Order, subject to compliance with the DIP Budget or Budget (as applicable) (as defined in the Restructuring Support Agreement), to the extent that such expenses are incurred and payable by the Applicants:

- (a) all outstanding and future wages, salaries, employee and pension benefits (including, without limitation, employee medical, dental, registered retirement

savings plan contributions and similar benefit plans or arrangements), vacation pay and employee and director expenses payable on or after the date of the Initial Order, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements and all other payroll and benefits processing and servicing expenses;

- (b) subject to further Order of this Court, all outstanding amounts related to honouring gift cards incurred in the ordinary course of business and consistent with existing policies and procedures, but only up to April 6, 2025;
- (c) the fees and disbursements of any Assistants retained or employed by the Applicants, at their standard rates and charges;
- (d) with the consent of the Monitor, amounts owing for goods or services supplied to the Applicants prior to the date of the Initial Order by:
 - (i) logistics or supply chain providers, including transportation providers, customs brokers, freight forwarders and security and armoured truck carriers, and including amounts payable in respect of customs and duties for goods;
 - (ii) providers of information, internet, telecommunications and other technology, including e-commerce providers and related services;
 - (iii) providers of payment, credit, and debit processing related services; and
 - (iv) other third-party suppliers or service providers,

if, in the opinion of the Applicants following consultation with the Monitor, such supplier or service provider is critical to the Business.

8. **THIS COURT ORDERS** that, except as otherwise provided to the contrary herein, the Applicants shall be entitled, subject to compliance with the DIP Budget or Budget (as applicable), but not required, to pay all reasonable expenses incurred by them in carrying on their Business in the ordinary course after the date of the Initial Order, and in carrying out the provisions of this Order, which expenses shall include, without limitation:

- (a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance (including directors' and officers' insurance), maintenance and security services; and
- (b) payment for goods or services actually supplied to the Applicants following the date of the Initial Order, including, with the consent of the Monitor, payments to obtain the release or delivery of goods contracted for prior to the date of the Initial Order.

9. **THIS COURT ORDERS** that the Applicants shall, in accordance with legal requirements, remit or pay:

- (a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from the Applicants' employees' wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, (iii) Quebec Pension Plan, (iv) income taxes, and (v) all other amounts related to such deductions or employee wages payable for periods following the date of the Initial Order pursuant to the *Income Tax Act* (Canada), the Canada Pension Plan, the *Employment Insurance Act* (Canada) or similar provincial statutes;
- (b) all goods and services taxes, harmonized sales taxes or other applicable sales taxes (collectively, "**Sales Taxes**") required to be remitted by the Applicants in connection with the sale of goods and services by the Applicants, but only where such Sales Taxes are accrued or collected after the date of the Initial Order, and, where such Sales Taxes were accrued or collected prior to the date of the Initial Order but not required to be remitted until on or after the date of the Initial Order, only if provided for in the DIP Budget or Budget (as applicable); and
- (c) any amount payable to the Crown in right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal realty, municipal business, workers' compensation or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors and which are attributable to or in respect of the carrying on of the Business by the Applicants.

10. **THIS COURT ORDERS** that:

- (a) until a real property lease, including a sublease, and related documentation to which any Applicant is a party (directly and not as nominee or bare trustee) (each a "**Lease**") is disclaimed in accordance with the CCAA or otherwise consensually terminated, such Applicant shall pay all amounts constituting rent or payable as rent under Leases (including, for greater certainty, common area maintenance charges, utilities and any other amounts payable to the applicable landlord (each a "**Landlord**") under such Lease, but for greater certainty, excluding accelerated rent or penalties, fees or other charges arising as a result of the insolvency of the Applicants or the making of this Order) or as otherwise may be negotiated between the Applicant and the Landlord from time to time ("**Rent**"), for the period commencing from and including the date of the Initial Order, twice monthly in equal payments on the first and fifteenth day of each month, in advance (but not in arrears). On the date of the first of such payments, any Rent relating to the period commencing from and including the date of the Initial Order shall also be paid; and
- (b) notwithstanding paragraph 10(a), Hudson's Bay shall not pay any Rent or other amount to RioCan-Hudson's Bay JV, YSS 1, YSS 2, or RioCan-Hudson's Bay Ottawa LP under any Lease (collectively, the "**JV Leases**", and "**JV Lease**" means any of them) in excess of the aggregate amount of \$7,000,000 (plus applicable sales tax) in any calendar month (the "**JV Monthly Cap**"), which shall be payable on the same terms as all other Leases as provided for in this Order, provided that (i) to the extent any JV Lease is disclaimed or terminated, the JV Monthly Cap shall automatically be reduced by an amount equal to the pro rata amount attributable to such JV Lease based on the rent and other amounts payable under such JV Lease relative to all the other JV Leases, (ii) rent payable under the Leases for Georgian Mall and Oakville Place shall not be subject to the JV Monthly Cap, and the Loan Parties shall be permitted to pay such rent in accordance with the terms of such Leases in effect as at the commencement of the CCAA Proceedings, (iii) the JV Monthly Cap for March 2025 shall be reduced by the aggregate amount paid by the Loan Parties under the JV Leases for the period of March 1, 2025 to and including March 7, 2025, and (iv) any amounts due and payable under any JV Lease during the CCAA Proceedings not permitted to be paid under this paragraph

shall (A) accrue with interest at the same rate as the DIP Facility and (B) be secured by the JV Rent Charge (as defined below).

11. **THIS COURT ORDERS** that RioCan-Hudson's Bay JV, YSS 1, YSS 2, and RioCan-Hudson's Bay Ottawa LP shall collectively be entitled to the benefit of and are hereby granted a charge (the "**JV Rent Charge**") on the Property, as security for any Rent payable by Hudson's Bay to RioCan-Hudson's Bay JV, YSS 1, YSS 2, and RioCan-Hudson's Bay Ottawa LP, after March 7, 2025, and not paid (the "**Unpaid JV Rent**"), which JV Rent Charge shall secure an unconditional obligation to pay without any claim of set-off. The JV Rent Charge shall have the priority as set out in paragraphs 52 and 54 herein.

12. **THIS COURT ORDERS** that the Applicants shall not disclaim or resiliate any Lease without the prior written consent of the Pathlight Lenders, which consent shall not be unreasonably withheld, conditioned or delayed; provided that if the Pathlight Lenders do not consent to the disclaimer or resiliation of any Lease, the Pathlight Lenders shall pay to the Applicants the amount of all rental payments due under such Lease after the date on which the disclaimer or resiliation would have become effective and any such payment shall be a Protective Advance (as defined in the Pathlight Credit Agreement), subject to the terms of the Pathlight Credit Facility, as may be amended in accordance with its terms.

13. **THIS COURT ORDERS** that, except as specifically permitted herein, or as provided for in the DIP Budget or Budget (as applicable), the Applicants are hereby directed, until further Order of this Court:

- (a) to make no payments of principal, interest thereon or otherwise on account of amounts owing by any one of the Applicants to any of their creditors as of the date of the Initial Order except as expressly provided for in the DIP Budget or Budget (as applicable);
- (b) to grant no security interests, trusts, liens, mortgages, charges or encumbrances upon or in respect of any of Hudson's Bay Canada's current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof ("**Hudson's Bay Canada's Property**");
- (c) to not grant credit or incur liabilities except in the ordinary course of the Business; and

14. **THIS COURT ORDERS** each Non-Applicant Stay Party to make no distributions, payments or transfers of any kind except to (a) the pre-filing secured lenders of the Non-Applicant Stay Party (collectively, the “**Non-Applicant Secured Creditors**”), (b) arm’s length creditors of such Non-Applicant Stay Party in the ordinary course of business, and (c) other creditors of such Non-Applicant Stay Party with the prior written consent of the relevant Non-Applicant Secured Creditor(s) of such Non-Applicant Stay Party.

RESTRUCTURING

15. **THIS COURT ORDERS** that the Applicants shall, subject to such requirements as are imposed by the CCAA, have the right to:

- (a) in addition to any liquidation conducted pursuant to the Liquidation Solicitation Process, permanently or temporarily cease, downsize or shut down any of their businesses or operations, and to dispose of redundant or non-material assets not exceeding \$250,000 in any one transaction or \$1,000,000 in the aggregate;
- (b) subject to the requirements of the CCAA and paragraphs 10, 12, 16, and 17 herein, vacate, abandon, or quit the whole but not part of any leased premises and/or disclaim any Lease, and any ancillary agreements relating to any leased premises;
- (c) terminate the employment of any of their employees or temporarily lay off any of their employees as they deem appropriate;
- (d) in consultation with the Monitor, engage in discussions with, and solicit proposals and agreements from, third parties in respect of the liquidation of the inventory, furniture, equipment and fixtures located in and/or forming part of the Property (the “**Liquidation Solicitation Process**”), and return to Court for the approval of any such agreement;
- (e) in consultation with the Monitor, engage in discussions with, and solicit proposals and agreements from, real estate advisors and other Assistants as may be desirable to pursue all avenues and offers for the sale, transfer or assignment of Leases (and any leases held by the Non-Applicant Stay Parties) to third parties, in whole or in part (the “**Lease Monetization Process**”) and return to Court for approval of any such agreement; and

- (f) pursue all restructuring options for Hudson's Bay Canada including, without limitation, all avenues of refinancing of their business ("**Hudson's Bay Canada's Business**") or Hudson's Bay Canada's Property, in whole or in part, subject to the prior approval of this Court being obtained before any material refinancing,

all of the foregoing to permit the Applicants to proceed with an orderly restructuring of the Business.

16. **THIS COURT ORDERS** that the relevant Applicant shall provide each of the relevant Landlords with notice of the Applicant's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant Landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the Landlord disputes such Applicant's entitlement to remove any such fixture under the provisions of the Lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such Landlord and the Applicant, or by further Order of this Court upon application by such Applicant on at least two (2) days notice to such Landlord and any such secured creditors. If the relevant Applicant disclaims the Lease governing such leased premises in accordance with Section 32 of the CCAA, it shall not be required to pay Rent under such Lease pending resolution of any such dispute (other than Rent payable for the notice period provided for in Section 32(5) of the CCAA), and the disclaimer of the Lease shall be without prejudice to such Applicant's claim to the fixtures in dispute.

17. **THIS COURT ORDERS** that if a notice of disclaimer is delivered pursuant to Section 32 of the CCAA, then (a) during the notice period prior to the effective time of the disclaimer, the Landlord may show the affected leased premises to prospective tenants during normal business hours, on giving the relevant Applicant and the Monitor 24 hours' prior written notice, and (b) at the effective time of the disclaimer, the relevant Landlord shall be entitled to take possession of any such leased premises without waiver of or prejudice to any claims or rights such Landlord may have against such Applicant in respect of such Lease or leased premises, provided that nothing herein shall relieve such landlord of its obligation to mitigate any damages claimed in connection therewith.

STAY OF PROCEEDINGS

18. **THIS COURT ORDERS** that until and including May 15, 2025, or such later date as this Court may order (the “**Stay Period**”), no proceeding or enforcement process in any court or tribunal (each, a “**Proceeding**”) shall be commenced or continued against or in respect of Hudson’s Bay Canada or the Monitor, or their respective employees, directors, advisors, officers and representatives acting in such capacities, or affecting the Business or the Property, except with the written consent of Hudson’s Bay Canada and the Monitor, or with leave of this Court, and any and all Proceedings currently under way against or in respect of Hudson’s Bay Canada or their employees, directors, officers or representatives acting in such capacities, or affecting Hudson’s Bay Canada’s Business and Hudson’s Bay Canada’s Property are hereby stayed and suspended pending further Order of this Court.

19. **THIS COURT ORDERS** that during the Stay Period, no Person having any agreements or arrangements with the owners, operators, managers or landlords of commercial shopping centres or other commercial properties (including retail, office and industrial (warehouse) properties) in which there is located a store, office or warehouse owned or operated by Hudson’s Bay Canada shall take any Proceedings or exercise any rights or remedies under such agreements or arrangements that may arise upon and/or as a result of the making of the Initial Order, any declarations of insolvency by the Applicants or as a result of any steps taken by Hudson’s Bay Canada pursuant to the Initial Order, and, without limiting the generality of the foregoing, no Person shall terminate, accelerate, suspend, amend, modify, determine or cancel any such arrangement or agreement or be entitled to exercise any rights or remedies in connection therewith, including with respect to any Lease.

NO EXERCISE OF RIGHTS OR REMEDIES

20. **THIS COURT ORDERS** that during the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being “**Persons**” and each being a “**Person**”) against or in respect of Hudson’s Bay Canada or the Monitor, or their respective employees, directors, officers, advisors and representatives acting in such capacities or affecting Hudson’s Bay Canada’s Business or Hudson’s Bay Canada’s Property, are hereby stayed and suspended except with the prior written consent of Hudson’s Bay Canada and the Monitor, or leave of this Court, provided that nothing in this Order shall (a) empower Hudson’s Bay Canada to carry on any business which they are not

lawfully entitled to carry on, (b) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by Section 11.1 of the CCAA, (c) prevent the filing of any registration to preserve or perfect a security interest, or (d) prevent the registration of a claim for lien.

NO INTERFERENCE WITH RIGHTS

21. **THIS COURT ORDERS** that during the Stay Period, no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by Hudson's Bay Canada, including but not limited to renewal rights in respect of existing insurance policies on the same terms, except with the prior written consent of Hudson's Bay Canada and the Monitor, or with leave of this Court.

CONTINUATION OF SERVICES

22. **THIS COURT ORDERS** that during the Stay Period, all Persons having oral or written agreements with Hudson's Bay Canada or statutory or regulatory mandates for the supply of goods and/or services, including without limitation all computer software, communication and other data services, centralized banking services, cash management services, payment processing services, payroll and benefit services, insurance, freight services, transportation services, customs clearing, warehouse and logistic services, utility or other services to Hudson's Bay Canada's Business or Hudson's Bay Canada are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply or license of such goods or services as may be required by Hudson's Bay Canada and that Hudson's Bay Canada shall be entitled to the continued use of their current premises, telephone numbers, facsimile numbers, internet addresses, email addresses, social media accounts, and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of the Initial Order are paid by Hudson's Bay Canada in accordance with normal payment practices of Hudson's Bay Canada or such other practices as may be agreed upon by the supplier or service provider and each of the Hudson's Bay Canada entities and the Monitor, or as may be ordered by this Court.

NO PRE-FILING VS POST-FILING SET-OFF

23. **THIS COURT ORDERS** that no Person shall be entitled to set off any amounts that: (a) are or may become due to Hudson's Bay Canada in respect of obligations arising prior to the date of the Initial Order with any amounts that are or may become due from Hudson's Bay Canada in respect of obligations arising on or after the date of the Initial Order; or (b) are or may become due from Hudson's Bay Canada in respect of obligations arising prior to the date of the Initial Order with any amounts that are or may become due to Hudson's Bay Canada in respect of obligations arising on or after the date of the Initial Order, in each case without the consent of Hudson's Bay Canada and the Monitor, or with leave of this Court.

NON-DEROGATION OF RIGHTS

24. **THIS COURT ORDERS** that, notwithstanding anything else in this Order (other than pursuant to Section 9), no Person shall be prohibited from requiring immediate payment for goods, services, use of leased or licensed property or other valuable consideration provided on or after the date of the Initial Order, nor shall any Person be under any obligation on or after the date of the Initial Order to advance or re-advance any monies or otherwise extend any credit to Hudson's Bay Canada. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.

KEY EMPLOYEE RETENTION PLAN

25. **THIS COURT ORDERS** that the Key Employee Retention Plan (the "**KERP**"), as described in the Second Bewley Affidavit, an unredacted copy of which is attached as Confidential Appendix "1" to the First Report, is hereby approved and the Applicants are authorized to make the payments contemplated thereunder in accordance with the terms and conditions of the KERP.

26. **THIS COURT ORDERS** that payments made by the Applicants pursuant to this Order do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

27. **THIS COURT ORDERS** that the Key Employees referred to in the KERP shall be entitled to the benefit of and are hereby granted a charge on the Property (the "**KERP Charge**"), which charge shall not exceed an aggregate amount of \$3,000,000 to secure any payments to the Key Employees under the KERP. The KERP Charge shall have the priority as set out in paragraphs 52 and 54 herein.

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

28. **THIS COURT ORDERS** that during the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of Hudson's Bay Canada with respect to any claim against the directors or officers that arose before the date of the Initial Order and that relates to any obligations of Hudson's Bay Canada whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations.

DIRECTORS' AND OFFICERS' INDEMNIFICATION AND CHARGE

29. **THIS COURT ORDERS** that the Applicants shall indemnify their directors and officers against obligations and liabilities that they may incur as directors or officers of the Applicants after the commencement of the within proceedings, except to the extent that, with respect to any officer or director, the obligation or liability was incurred as a result of the director's or officer's gross negligence or wilful misconduct.

30. **THIS COURT ORDERS** that the directors and officers of the Applicants shall be entitled to the benefit of and are hereby granted a charge (the "**Directors' Charge**") on the Property, which charge shall not exceed an aggregate amount of \$49,200,000, as security for the indemnity provided in paragraph 29 of this Order. The Directors' Charge shall have the priority as set out in paragraphs 52 and 54 herein.

31. **THIS COURT ORDERS** that, notwithstanding any language in any applicable insurance policy to the contrary, (a) no insurer shall be entitled to be subrogated to or claim the benefit of the Directors' Charge, and (b) the Applicants' directors and officers shall only be entitled to the benefit of the Directors' Charge to the extent that they do not have coverage under any directors' and officers' insurance policy, or to the extent that such coverage is insufficient to pay amounts indemnified in accordance with paragraph 29 of this Order.

APPOINTMENT OF MONITOR

32. **THIS COURT ORDERS** that A&M is, as of the date of the Initial Order, appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the business and financial affairs of the Applicants with the powers and obligations set out in the CCAA or set forth herein and that Hudson's Bay Canada and their shareholders, partners, members, officers, directors, and

Assistants shall advise the Monitor of all material steps taken by Hudson's Bay Canada pursuant to this Order, and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations and provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the Monitor's functions.

33. **THIS COURT ORDERS** that the Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:

- (a) monitor the Applicants' receipts and disbursements and the compliance with the DIP Budget or Budget (as applicable);
- (b) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, and such other matters as may be relevant to the proceedings herein;
- (c) assist the Applicants, to the extent required by the Applicants, in their dissemination of financial and other information to the DIP Agent or Agents (as applicable) and their counsel on a periodic basis as agreed to between the Applicants and the DIP Agent or Agents (as applicable), or as may reasonably be requested by the DIP Agent or Agents (as applicable);
- (d) advise the Applicants in their preparation of the Applicants' cash flow statements and reporting required by the DIP Agent or Agents (as applicable), which information shall be reviewed with the Monitor and delivered to the DIP Agent or Agents (as applicable) and its counsel on a periodic basis, or as may reasonably be requested by the DIP Agent or Agents (as applicable);
- (e) advise the Applicants in their development of a Plan and any amendments to the Plan;
- (f) assist the Applicants, to the extent required by the Applicants, with the holding and administering of creditors' or shareholders' meetings for voting on the Plan;
- (g) have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents of the Applicants, to the extent that is necessary to adequately assess Applicants' business and financial affairs or to perform its duties arising under this Order;

- (h) be at liberty to engage independent legal counsel or such other persons, as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order;
- (i) liaise and consult with any Assistants, any liquidators selected through the Liquidation Solicitation Process and any real estate advisors or other Assistants selected through the Lease Monetization Process, to the extent required, with respect to all matters related to the Property, the Business, and such other matters as may be relevant to the proceedings herein; and
- (j) perform such other duties as are required by this Order or by this Court from time to time.

34. **THIS COURT ORDERS** that the Monitor shall not take possession of Hudson's Bay Canada's Property and shall take no part whatsoever in the management or supervision of the management of Hudson Bay Canada's Business and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of Hudson's Bay Canada's Business or Hudson's Bay Canada's Property, or any part thereof.

35. **THIS COURT ORDERS** that nothing herein contained shall require the Monitor to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of Hudson's Bay Canada's Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act, 1999*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, the *Ontario Occupational Health and Safety Act*, the *British Columbia Environmental Management Act*, the *British Columbia Riparian Areas Protection Act*, the *British Columbia Workers Compensation Act*, the *Alberta Environmental Protection and Enhancement Act*, the *Alberta Water Act*, the *Alberta Occupational Health and Safety Act*, the *Manitoba Environment Act*, the *Manitoba Contaminated Sites Remediation Act*, the *Manitoba Workplace Safety and Health Act*, the *Quebec Environmental Quality Act*, the *Quebec Act Respecting Occupation Health and Safety*, *The Environmental Management and Protection Act, 2010* (Saskatchewan), *The Agricultural Operations Act* (Saskatchewan), *The*

Dangerous Goods Transportation Act (Saskatchewan), *The Saskatchewan Employment Act*, *The Emergency Planning Act* (Saskatchewan), *The Water Security Agency Act* (Saskatchewan), the *Nova Scotia Environment Act*, the *Nova Scotia Water Resources Protection Act*, or the *Nova Scotia Occupational Health and Safety Act*, and the regulations thereunder (the “**Environmental Legislation**”), provided however that nothing herein shall exempt the Monitor from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Monitor shall not, as a result of this Order, or anything done in pursuance of the Monitor’s duties and powers under this Order, be deemed to be in Possession of any of Hudson’s Bay Canada’s Property within the meaning of any Environmental Legislation, unless it is actually in possession.

36. **THIS COURT ORDERS** that that the Monitor shall provide any creditor of the Applicants and the DIP Agent or Agents (as applicable) with information provided by the Applicants in response to reasonable requests for information made in writing by such creditor addressed to the Monitor. The Monitor shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Monitor has been advised by the Applicants is confidential, the Monitor shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Monitor and the Applicants may agree.

37. **THIS COURT ORDERS** that, in addition to the rights and protections afforded the Monitor under the CCAA or as an officer of this Court, the Monitor shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Monitor by the CCAA or any applicable legislation.

38. **THIS COURT ORDERS** that the Monitor, counsel to the Monitor and counsel to the Applicants shall be paid their reasonable fees and disbursements (including pre-filing fees and disbursements), in each case at their standard rates and charges, whether incurred prior to, on or subsequent to, the date of the Initial Order by the Applicants, as part of the costs of these proceedings. The Applicants are hereby authorized and directed to pay the accounts of the Monitor, counsel for the Monitor and counsel for the Applicants bi-weekly or on such other terms as such parties may agree. In addition, the Applicants are hereby authorized to pay to the Monitor and counsel to the Monitor, retainers in the amounts of \$200,000 each, to be held by them as security for payment of their respective fees and disbursements outstanding from time to time.

39. **THIS COURT ORDERS** that the Monitor and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Monitor and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

40. **THIS COURT ORDERS** that the Applicants' counsel, Reflect Advisors, LLC ("**Reflect**"), the Monitor, and its counsel shall be entitled to the benefit of and are hereby granted a charge (the "**Administration Charge**") on the Property, which charge shall not exceed an aggregate amount of \$2,800,000 as security for their professional fees and disbursements incurred at the standard rates and charges of the Monitor and such counsel, both before and after the making of this Order in respect of these proceedings. The Administration Charge shall have the priority as set out in paragraphs 52 and 54 hereof.

APPROVAL OF ADVISOR AGREEMENT

41. **THIS COURT ORDERS** that the agreement dated February 14, 2025, engaging Reflect Advisors, LLC ("**Reflect**") as financial advisor to Hudson's Bay in the form attached as Exhibit "F" to the Second Bewley Affidavit (the "**Reflect Engagement Agreement**"), and the retention of Reflect under the terms thereof, is hereby approved and ratified and the Applicants are authorized and directed to make the payments contemplated thereunder in accordance with the terms and conditions of the Reflect Engagement Agreement.

DIP FACILITY

42. **THIS COURT ORDERS** that Hudson's Bay, is hereby authorized and empowered to obtain and borrow under the DIP Facility from the DIP Lenders in accordance with and subject to the DIP Term Sheet provided that such borrowings shall not individually or in the aggregate exceed \$16 million in order to finance the working capital requirements, and other general corporate purposes and capital expenditures of itself and 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, and The Bay Limited Partnership (collectively, the "**Loan Parties**").

43. **THIS COURT ORDERS** that such DIP Facility shall be on the terms and subject to the conditions set forth in the DIP Term Sheet between the Loan Parties and the DIP Lenders dated as of March 7, 2025, appended as **Exhibit "D"** to the First Bewley Affidavit (the "**DIP Term Sheet**").

44. **THIS COURT ORDERS** that the Loan Parties are hereby authorized and empowered to execute and deliver such agreements, instruments, mortgages, charges, hypothecs and security documents, guarantees and other definitive documents (collectively with the DIP Term Sheet, the “**Definitive Documents**”), as may be contemplated by the DIP Term Sheet or as may be reasonably required by the DIP Lenders pursuant to the terms thereof, and the Loan Parties are hereby authorized and directed to pay and perform all of their indebtedness, interest, fees, liabilities and obligations to the DIP Lenders under and pursuant to the Definitive Documents (collectively, the “**DIP Obligations**”) as and when the same become due and are to be performed, notwithstanding any other provision of this Order.

45. **THIS COURT ORDERS** that the DIP Agent, for the benefit of itself and the DIP Lenders, is hereby granted a charge (the “**DIP Charge**”) on the Loan Parties’ Property as security for the DIP Obligations, which DIP Charge shall be in the aggregate amount of the DIP Obligations outstanding at any given time under the Definitive Documents. The DIP Charge shall not secure an obligation that exists before the date of the Initial Order. The DIP Charge shall have the priority as set out in paragraphs 52 and 54 hereof.

46. **THIS COURT ORDERS** that, notwithstanding any other provision of this Order:

- (a) the DIP Agent may take such steps from time to time as it may deem necessary or appropriate to file, register, record or perfect the DIP Charge or the Definitive Documents;
- (b) upon the occurrence of an event of default under the Definitive Documents or the DIP Charge, the DIP Agent on behalf of the DIP Lenders, (i) upon three business days’ notice to the Loan Parties and the Monitor, may exercise any and all of its rights and remedies against the Loan Parties or the Loan Parties’ Property under or pursuant to the Definitive Documents and the DIP Charge, including without limitation to apply to this Court for the appointment of a receiver, receiver and manager or interim receiver or for a bankruptcy order against the Loan Parties and for the appointment of a trustee in bankruptcy of the Loan Parties, or to seize and retain proceeds from the sale of the Property and the cash flow of the Loan Parties to repay amounts owing to the DIP Lenders in accordance with the Definitive Documents (subject in each case to the priorities set out in paragraph 39 of this Order), and (ii) immediately upon providing written notice of the occurrence of an

Event of Default to the Loan Parties and the Monitor, may cease making advances to Hudson's Bay and set off and/or consolidate any amounts owing by the DIP Lenders to the Loan Parties against the obligations of the Loan Parties to the DIP Lenders under the Definitive Documents or the DIP Charge, and make demand, accelerate payment and give other notices; and

- (c) the foregoing rights and remedies of the DIP Agent and the DIP Lenders shall be enforceable against any trustee in bankruptcy, interim receiver, receiver or receiver and manager of the Loan Parties or the Loan Parties' Property.

47. **THIS COURT ORDERS AND DECLARES** that the DIP Agent and the DIP Lenders be treated as unaffected in any plan of arrangement or compromise under the CCAA, or any proposal filed under the BIA, with respect to any advances made under the Definitive Documents.

48. **THIS COURT ORDERS AND DECLARES** that this Order is subject to provisional execution and that if any of the provisions of this Order in connection with the Definitive Documents or the DIP Charge shall subsequently be stayed, modified, varied, amended, reversed or vacated in whole or in part (collectively, a "**Variation**"), such Variation shall not in any way impair, limit or lessen the priority, protections, rights or remedies of the DIP Agent and the DIP Lenders, whether under this Order (as made prior to the Variation), under the Definitive Documents with respect to any advances made or obligations incurred prior to the DIP Lenders being given notice of the Variation, and the DIP Lenders shall be entitled to rely on this Order as issued (including, without limitation, the DIP Charge) for all advances so made and other obligations set out in the Definitive Documents.

49. **THIS COURT ORDERS** that the Loan Parties are hereby authorized and directed to repay all DIP Financing Obligations (as defined in the DIP Term Sheet) in accordance with a payout statement to be provided by the DIP Agent and reviewed by the Monitor. Following such repayment, the DIP Charge shall be terminated, released and discharged without any further act or formality, provided that such repayment and termination of the DIP Charge shall not be effective until the Monitor's independent counsel has rendered an opinion confirming the validity and enforceability of the security interests of the ABL Lender.

RESTRUCTURING SUPPORT AGREEMENT

50. **THIS COURT ORDERS** that the Restructuring Support Agreement substantially in the form of the Restructuring Support Agreement attached as Exhibit “A” to the Third Bewley Affidavit, subject to such non-material amendments as may be agreed upon by the parties thereto and consented to by the Monitor, is hereby approved and the Loan Parties are authorized to enter into the Restructuring Support Agreement with the ABL Agent, the FILO Agent, and the Pathlight Agent.

51. **THIS COURT ORDERS** that the Loan Parties are hereby directed, within three weeks of the date hereof, in accordance with the DIP Budget or Budget (as applicable) to utilize cash receipts from the sale of inventory to:

- (a) cash collateralize the obligations set out in section 13(e)(i) of the Restructuring Support Agreement in the manner set out therein; and
- (b) subject to prior confirmation of the validity and enforceability of the security interests of the ABL Agent by the Monitor’s independent counsel, repay (including by way of authorizing the ABL Agent to apply all cash held in the bank account ending XX8203) all such obligations set out in section 13(e)(ii) of the Restructuring Support Agreement as they come due and owing,

provided, however, that in the event that the ABL Lender releases cash collateral back to the Loan Parties, such cash collateral will be deposited into the Monitor’s Trust Account (as defined in the Restructuring Support Agreement) and will not be available to be reborrowed, will not be made available to the Applicants and will be distributed in accordance with the Priority Waterfall (as defined in the Restructuring Support Agreement) and on the terms of an order granted by the Court approving such distribution.

CHARGES CREATED BY THIS ORDER

52. **THIS COURT ORDERS** that the priorities of the Administration Charge, the KERP Charge, the Directors’ Charge, the DIP Charge, and the JV Rent Charge (collectively, the “**Charges**”), as among them, shall be as follows:

With respect to all Property other than the Loan Parties’:

First - Administration Charge (to the maximum amount of \$2,800,000);

Second – KERP Charge (to the maximum amount of \$3,000,000);

Third – Directors’ Charge (to the maximum amount of \$13,500,000);

Fourth – DIP Charge;

Fifth – JV Rent Charge; and

Sixth – Directors’ Charge (to the maximum amount of \$35,700,000).

With respect to the Loan Parties’ Property, subject in all cases to the Priority Waterfall (as defined in the Restructuring Support Agreement), as amongst themselves, the priorities of the Charges shall be as follows:

Priority Ranking	ABL Priority Collateral	Pathlight Priority Collateral	Other Collateral (as defined in the Restructuring Support Agreement)
1 st	Administration Charge (to the maximum amount of \$2,800,000).	Administration Charge (to the maximum amount of \$2,800,000).	Administration Charge (to the maximum amount of \$2,800,000).
2 nd	KERP Charge (to the maximum amount of \$3,000,000).	KERP Charge (to the maximum amount of \$3,000,000).	KERP Charge (to the maximum amount of \$3,000,000).
3 rd	All amounts owing under the Revolving Credit Facility and FILO Credit Facility (other than Excess ABL Obligations).	All amounts owing under the Pathlight Credit Facility (other than Excess Term Loan Obligations).	Directors’ Charge (to the maximum amount of \$13,500,000).
4 th	Directors’ Charge (to the maximum amount of \$13,500,000).	All amounts owing under the Revolving Credit Facility and FILO Credit Facility (other than Excess ABL Obligations).	DIP Charge.
5 th	DIP Charge.	Directors’ Charge (to the maximum amount of \$13,500,000).	JV Rent Charge.
6 th	JV Rent Charge.	DIP Charge.	Directors’ Charge (to the maximum amount of \$35,700,000).

7 th	Directors' Charge (to the maximum amount of \$35,700,000).	JV Rent Charge.	
8 th	All amounts owing under the Pathlight Credit Facility (other than Excess Term Loan Obligations).	Directors' Charge (to the maximum amount of \$35,700,000).	

53. **THIS COURT ORDERS** that the filing, registration or perfection of the Charges shall not be required, and that the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.

54. **THIS COURT ORDERS** that the Charges shall constitute a charge on the Property and shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, claims of secured creditors, statutory or otherwise (collectively, "**Encumbrances**") in favour of any Person.

55. **THIS COURT ORDERS** that except as otherwise expressly provided for herein, the Applicants shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, any of the Charges, unless the Applicants also obtain the prior written consent of the Monitor, the DIP Agent, and the beneficiaries of the Administration Charge the Directors' Charge, the KERF Charge and the JV Rent Charge or further Order of this Court.

56. **THIS COURT ORDERS** that the Administration Charge, the Directors' Charge, the KERF Charge, the DIP Definitive Documents, the DIP Charge, and the JV Rent Charge shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Charges (collectively, the "**Chargees**") and/or the DIP Lenders thereunder shall not otherwise be limited or impaired in any way by (a) the pendency of these proceedings and the declarations of insolvency made herein; (b) any application(s) for bankruptcy order(s) issued pursuant to BIA, or any bankruptcy order made pursuant to such applications; (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (d) the provisions of any federal, provincial or other statutes; or (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement

(collectively, an “**Agreement**”) which binds the Applicants, and notwithstanding any provision to the contrary in any Agreement:

- (a) neither the creation of the Charges nor the execution, delivery, perfection, registration or performance of the Definitive Documents shall create or be deemed to constitute a breach by the Applicants of any Agreement to which they are a party;
- (b) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the Loan Parties entering into the Definitive Documents, the creation of the Charges, or the execution, delivery or performance of the Definitive Documents; and
- (c) the payments made by the Applicants pursuant to this Order, the Definitive Documents, and the granting of the Charges, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

57. **THIS COURT ORDERS** that any Charge created by this Order over leases of real property in Canada shall only be a Charge in the Applicants’ interest in such real property leases.

SEALING

58. **THIS COURT ORDERS** that Confidential Appendix “1” to the First Report is hereby sealed pending further order of the Court, and shall not form part of the public record.

INSURANCE FINANCING

59. **THIS COURT ORDERS** that Hudson’s Bay is authorized to enter into one or more Continuous Premium Instalment Contracts (each a “**PIC**”) with Imperial PFS Payments Canada, ULC (“**IPFS**”) pursuant to which IPFS shall provide financing to Hudson’s Bay for the purchase of one or more policies of insurance (the “**Financed Policies**”).

60. **THIS COURT ORDERS** that in the event of a payment default under a PIC, IPFS shall be permitted without further order of the Court, to exercise its rights under the PIC to cancel the Financed Policies and to receive any unearned premiums (the “**Unearned Premiums**”) that may be refunded by the insurers as a result of same.

61. **THIS COURT ORDERS** that, notwithstanding any other provision of this Order or any other order issued in these proceedings, none of the Charges or Encumbrances existing as of the date hereof or any further charges that may be created in these proceedings, shall apply to the Unearned Premiums.

SERVICE AND NOTICE

62. **THIS COURT ORDERS** that the Monitor shall (a) without delay, publish in The Globe and Mail (National Edition) a notice containing the information prescribed under the CCAA, (b) within five days after the date of this Order, (i) make this Order publicly available in the manner prescribed under the CCAA, (ii) send, in the prescribed manner, a notice to every known creditor who has a claim against the Applicants of more than \$1000, and (iii) prepare a list showing the names and addresses of those creditors and the estimated amounts of those claims, and make it publicly available in the prescribed manner, all in accordance with Section 23(1)(a) of the CCAA and the regulations made thereunder, provided that the Monitor shall not make the claims, names and addresses of any individual persons who are creditors available.

63. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the “Protocol”) is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05, this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the *Rules of Civil Procedure*. Subject to Rule 3.01(d) of the *Rules of Civil Procedure* and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL: alvarezandmarsal.com/HudsonsBay

64. **THIS COURT ORDERS** that the Applicants, the Monitor and their respective counsel are at liberty to serve or distribute this Order, and other materials and orders as may be reasonably required in these proceedings, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to the Applicants’ creditors or other interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or judicial obligation and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS).

65. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Applicants and the Monitor are at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Applicants' creditors or other interested parties at their respective addresses as last shown on the records of the Applicants and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

GENERAL

66. **THIS COURT ORDERS** that the Applicants or the Monitor may from time to time apply to this Court to amend, vary or supplement this Order or for advice and directions in the discharge of their powers and duties hereunder.

67. **THIS COURT ORDERS** that nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager, or a trustee in bankruptcy of any Hudson's Bay Canada entity, the Business or the Property.

68. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States, to give effect to this Order and to assist the Applicants, the Monitor and their respective DIP Agent or Agents (as applicable) 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 Applicants and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicants and the Monitor and their respective DIP Agent or Agents (as applicable) in carrying out the terms of this Order.

69. **THIS COURT ORDERS** that each of the Applicants and the Monitor shall be at liberty and are hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Monitor is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

70. **THIS COURT ORDERS** that subject to paragraph 48 any interested party (including the Applicants and the Monitor) may apply to this Court to vary or amend this Order on not less than seven (7) days notice to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

71. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Eastern/Daylight Time on the date of this Order.

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

Proceeding commenced at Toronto

**AMENDED AND RESTATED INITIAL ORDER
(MARCH 21, 2025)**

STIKEMAN ELLIOTT LLP
Barristers & Solicitors
5300 Commerce Court West
199 Bay Street
Toronto, Canada M5L 1B9

Ashley Taylor LSO#: 39932E
Email: ataylor@stikeman.com
Tel: +1 416-869-5236

Elizabeth Pillon LSO#: 35638M
Email: lpillon@stikeman.com
Tel: +1 416-869-5623

Maria Konyukhova LSO#: 52880V
Email: mkonyukhova@stikeman.com
Tel: +1 416-869-5230

Philip Yang LSO#: 82084O
Email: PYang@stikeman.com
Tel: +1 416-869-5593

Brittney Ketwaroo LSO#: 89781K
Email: bketwaroo@stikeman.com
Tel: +1 416-869-5524

Lawyers for the Applicants

TAB 4

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

THE HONOURABLE MR)
)
JUSTICE OSBORNE) FRIDAY, THE 21st DAY
 OF MARCH, 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 YSS 1 LP INC., HBC YSS 2 LP INC., HBC HOLDINGS GP
INC., SNOSPMIS LIMITED, 2472596 ONTARIO INC., and 2472598 ONTARIO INC.**

AMENDED AND RESTATED INITIAL ORDER

THIS APPLICATION, 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 YSS 1 LP Inc., HBC YSS 2 LP Inc., HBC Holdings GP Inc., Snospmis Limited, 2472596 Ontario Inc., and 2472598 Ontario Inc. (collectively, the "**Applicants**") for an order amending and restating the initial order of Justice Osborne issued on March 7, 2025 (the "Initial Order") pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") was heard this day at 330 University Avenue, Toronto, Ontario and via videoconference.

ON READING the ~~affidavit~~affidavits of Jennifer Bewley sworn March 7, 2025 (the "**First Bewley Affidavit**") ~~and, March 14, 2025 (the "Second Bewley Affidavit"), and March 21, 2025 (the "Third Bewley Affidavit"), and~~ the Exhibits thereto, ~~and on being advised that the secured creditors who are likely to be affected by the charges created herein were given notice,~~ the pre-filing report of Alvarez & Marsal Canada Inc. ("**A&M**"), in its capacity as proposed monitor of the Applicants dated March 7, 2025, ~~and on reading the consent~~first report of A&M ~~to act as the~~ (the "First Report"), in its capacity as monitor of the Applicants (in such capacity, the "**Monitor**"), ~~and dated March 16, 2025, and the Supplement to the First Report of the Monitor~~

dated March 21, 2025, on being advised that the secured creditors who are likely to be affected by the charges created herein were given notice, and on hearing the submissions of counsel to the Applicants, counsel to the Monitor, and such other parties as listed on the Counsel Slip, with no one else appearing although duly served as appears from the ~~affidavit~~affidavits of service of ~~Philip Yang~~Brittney Ketwaroo sworn March ~~7~~17, 2025, and March 21, 2025.

SERVICE AND DEFINITIONS

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

2. **THIS COURT ORDERS** that capitalized terms used but not defined in this Order shall have the meanings given to them in the First Bewley Affidavit, the Second Bewley Affidavit and the Third Bewley Affidavit.

APPLICATION

3. **THIS COURT ORDERS AND DECLARES** that the Applicants are companies to which the CCAA applies. Although not Applicants, HBC Holdings LP, RioCan-HBC General Partner Inc., RioCan-HBC Limited Partnership, RioCan-HBC (Ottawa) Holdings Inc., RioCan-HBC (Ottawa) GP, Inc., RioCan-HBC (Ottawa) Limited Partnership ("RioCan-Hudson's Bay Ottawa LP"), HBC YSS 1 Limited Partnership ("**YSS 1**"), HBC YSS 2 Limited Partnership ("**YSS 2**"), HBC Centerpoint LP, and The Bay Limited Partnership (collectively, the "**Non-Applicant Stay Parties**", and together with the Applicants, "**Hudson's Bay Canada**") shall have the benefits of the protections and authorizations provided by this Order.

PLAN OF ARRANGEMENT

4. **THIS COURT ORDERS** that the Applicants shall have the authority to file with this Court a plan of compromise or arrangement (the "**Plan**").

POSSESSION OF PROPERTY AND OPERATIONS

5. ~~4.~~ **THIS COURT ORDERS** that the Applicants shall remain in possession and control of their current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the "**Property**"). For greater

certainty, Property does not include the assets, undertakings or properties of any Non-Applicant Stay Party, including the interests of any Non-Applicant Stay Party in any head lease held by RioCan- Hudson's Bay JV, YSS 1, YSS 2, RioCan-HBC (Ottawa) Holdings Inc., RioCan-HBC (Ottawa) GP, Inc., or RioCan-Hudson's Bay Ottawa LP (a "JV Head Lease") or any property held by an Applicant as nominee or bare trustee for a Non-Applicant Stay Party or other Person. Subject to further Order of this Court, the Applicants shall continue to carry on business in a manner consistent with the preservation of their business (the "**Business**") and Property. The Applicants shall each be authorized and empowered to continue to retain and employ their employees, contractors, advisors, consultants, agents, experts, appraisers, valuers, brokers, accountants, counsel and such other persons (collectively "**Assistants**") currently retained or employed by them, with liberty to retain such further Assistants as they deem reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order.

6. ~~5.~~ **THIS COURT ORDERS** that Hudson's Bay and The Bay Limited Partnership shall be entitled to continue to utilize their existing central cash management systems currently in place as described in the First Bewley Affidavit, or with the consent of the Monitor and the DIP Agent or Agents (as applicable) (as defined in the Restructuring Support Agreement), replace it with another substantially similar central cash management system (the "**Cash Management System**") and that any present or future bank providing the Cash Management System shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any transfer, payment, collection or other action taken under the Cash Management System, or as to the use or application by Hudson's Bay and The Bay Limited Partnership of funds transferred, paid, collected or otherwise dealt with in the Cash Management System, shall be entitled to provide the Cash Management System without any liability in respect thereof to any Person (as hereinafter defined) other than Hudson's Bay and The Bay Limited Partnership, pursuant to the terms of the documentation applicable to the Cash Management System, and shall be, in its capacity as provider of the Cash Management System, an unaffected creditor under any ~~plan of compromise or arrangement under the CCAA~~ Plan with regard to any claims or expenses it may suffer or incur in connection with the provision of the Cash Management System.

7. ~~6.~~ **THIS COURT ORDERS** that the Applicants shall be entitled but not required to pay the following expenses whether incurred prior to, on or after the date of ~~this~~ the Initial Order,

subject to compliance with the DIP Budget or Budget (as applicable) (as defined in the Restructuring Support Agreement), to the extent that such expenses are incurred and payable by the Applicants:

- (a) all outstanding and future wages, salaries, employee and pension benefits (including, without limitation, employee medical, dental, registered retirement savings plan contributions and similar benefit plans or arrangements), vacation pay and employee and director expenses payable on or after the date of ~~this~~the Initial Order, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements and all other payroll and benefits processing and servicing expenses;
- (b) subject to further Order of this Court, all outstanding ~~or future~~ amounts related to honouring gift cards incurred in the ordinary course of business and consistent with existing policies and procedures, but only up to April 6, 2025;
- (c) the fees and disbursements of any Assistants retained or employed by the Applicants, at their standard rates and charges;
- (d) with the consent of the Monitor, amounts owing for goods or services supplied to the Applicants prior to the date of ~~this~~the Initial Order by:
 - (i) logistics or supply chain providers, including transportation providers, customs brokers, freight forwarders and security and armoured truck carriers, and including amounts payable in respect of customs and duties for goods;
 - (ii) providers of information, internet, telecommunications and other technology, including e-commerce providers and related services;
 - (iii) providers of payment, credit, and debit ~~and gift card~~ processing related services; and
 - (iv) other third-party suppliers or service providers,

if, in the opinion of the Applicants following consultation with the Monitor, such supplier or service provider is critical to the Business.

8. ~~7.~~ **THIS COURT ORDERS** that, except as otherwise provided to the contrary herein, the Applicants shall be entitled, subject to compliance with the DIP Budget or Budget (as applicable), but not required, to pay all reasonable expenses incurred by them in carrying on their Business in the ordinary course after ~~this~~the date of the Initial Order, and in carrying out the provisions of this Order, which expenses shall include, without limitation:

- (a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance (including directors' and officers' insurance), maintenance and security services; and
- (b) payment for goods or services actually supplied to the Applicants following the date of ~~this~~the Initial Order, including, with the consent of the Monitor, payments to obtain the release or delivery of goods contracted for prior to the date of ~~this~~the Initial Order.

9. ~~8.~~ **THIS COURT ORDERS** that, ~~subject to compliance with the DIP Budget,~~ the Applicants shall, in accordance with legal requirements, remit or pay:

- (a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from the Applicants' employees' wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, (iii) Quebec Pension Plan, ~~and~~ (iv) income taxes; and (v) all other amounts related to such deductions or employee wages payable for periods following the date of the Initial Order pursuant to the *Income Tax Act* (Canada), the *Canada Pension Plan*, the *Employment Insurance Act* (Canada) or similar provincial statutes;
- (b) all goods and services taxes, harmonized sales taxes or other applicable sales taxes (collectively, "**Sales Taxes**") required to be remitted by the Applicants in connection with the sale of goods and services by the Applicants, but only where such Sales Taxes are accrued or collected after the date of ~~this~~the Initial Order, ~~or~~and, where such Sales Taxes were accrued or collected prior to the date of

~~this~~the Initial Order but not required to be remitted until on or after the date of ~~this Order~~the Initial Order, only if provided for in the DIP Budget or Budget (as applicable); and

- (c) any amount payable to the Crown in right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal realty, municipal business, workers' compensation or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors and which are attributable to or in respect of the carrying on of the Business by the Applicants.

10. ~~9.~~ **THIS COURT ORDERS** that:

- (a) ~~–until a real property lease, including a sublease, and related documentation (each a “Lease”)~~ to which any Applicant is a party (directly and not as nominee or bare trustee) (each a “Lease”) is disclaimed in accordance with the CCAA or otherwise consensually terminated, such Applicant shall pay all amounts constituting rent or payable as rent under Leases (including, for greater certainty, common area maintenance charges, utilities and any other amounts payable to the applicable landlord (each a “Landlord”) under such Lease, but for greater certainty, excluding accelerated rent or penalties, fees or other charges arising as a result of the insolvency of the Applicants or the making of this Order) or as otherwise may be negotiated between the Applicant and the Landlord from time to time (“Rent”), for the period commencing from and including the date of ~~this~~the Initial Order, ~~twice-monthly~~twice monthly in equal payments on the first and fifteenth day of each month, in advance (but not in arrears). On the date of the first of such payments, any Rent relating to the period commencing from and including the date of ~~this~~the Initial Order shall also be paid. ~~Without prejudice to the rights and claims of the Non-Applicant Stay Parties, any Rent payable by Hudson’s Bay to RioCan-Hudson’s Bay JV, YSS 1, or YSS 2, under a Lease shall be stayed and suspended pending further Order of this Court, provided that Hudson’s Bay shall be required to pay to;~~ and
- (b) notwithstanding paragraph 10(a), Hudson’s Bay shall not pay any Rent or other amount to RioCan-Hudson’s Bay JV, YSS 1, YSS 2, or RioCan-Hudson’s Bay

Ottawa LP under any Lease (collectively, the "**JV Leases**", and "**JV Lease**" means any of them) in excess of the aggregate amount of \$7,000,000 (plus applicable sales tax) in any calendar month (the "**JV Monthly Cap**"), which shall be payable on the same terms as all other Leases as provided for in this Order, provided that (i) to the extent any JV Lease is disclaimed or terminated, the JV Monthly Cap shall automatically be reduced by an amount equal to the pro rata amount attributable to such JV Lease based on the rent and other amounts payable under such JV Lease relative to all the other JV Leases, (ii) rent payable under the Leases for Georgian Mall and Oakville Place shall not be subject to the JV Monthly Cap, and the Loan Parties shall be permitted to pay such rent in accordance with the terms of such Leases in effect as at the commencement of the CCAA Proceedings, (iii) the JV Monthly Cap for March 2025 shall be reduced by the aggregate amount paid by the Loan Parties under the JV Leases for the period of March 1, 2025 to and including March 7, 2025, and (iv) any amounts due and payable under any JV Lease during the CCAA Proceedings not permitted to be paid under this paragraph shall (A) accrue with interest at the same rate as the DIP Facility and (B) be secured by the JV Rent Charge (as defined below).

11. **THIS COURT ORDERS** that RioCan-Hudson's Bay JV, YSS 1, ~~or YSS 2, as applicable,~~ that amount of Rent payable by ~~Riocan-Hudson's~~ and RioCan-Hudson's Bay Ottawa LP shall collectively be entitled to the benefit of and are hereby granted a charge (the "**JV Rent Charge**") on the Property, as security for any Rent payable by Hudson's Bay to RioCan-Hudson's Bay JV, YSS 1, ~~or YSS 2, as applicable, to its Landlord under the JV Head Lease until such JV Head Lease is disclaimed in accordance with the CCAA or otherwise consensually terminated,~~ and RioCan-Hudson's Bay Ottawa LP, after March 7, 2025, and not paid (the "**Unpaid JV Rent**"), which JV Rent Charge shall secure an unconditional obligation to pay without any claim of set-off. The JV Rent Charge shall have the priority as set out in paragraphs 52 and 54 herein.

12. **THIS COURT ORDERS** that the Applicants shall not disclaim or resiliate any Lease without the prior written consent of the Pathlight Lenders, which consent shall not be unreasonably withheld, conditioned or delayed; provided that if the Pathlight Lenders do not consent to the disclaimer or resiliation of any Lease, the Pathlight Lenders shall pay to the

Applicants the amount of all rental payments due under such Lease after the date on which the disclaimer or resiliation would have become effective and any such payment shall be a Protective Advance (as defined in the Pathlight Credit Agreement), subject to the terms of the Pathlight Credit Facility, as may be amended in accordance with its terms.

13. ~~10.~~ **THIS COURT ORDERS** that, except as specifically permitted herein, or as provided for in the DIP ~~Term Sheet and the DIP Budget, Hudson's Bay Canada~~Budget or Budget (as applicable), the Applicants are hereby directed, until further Order of this Court:

- (a) to make no payments of principal, interest thereon or otherwise on account of amounts owing by any one of the ~~Hudson's Bay Canada entities~~Applicants to any of their creditors as of ~~this~~the date, of the Initial Order except as expressly provided for in the DIP Budget or Budget (as applicable);
- (b) to grant no security interests, trusts, liens, mortgages, charges or encumbrances upon or in respect of any of Hudson's Bay Canada's current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof ("**Hudson's Bay Canada's Property**"); ~~and~~
- (c) to not grant credit or incur liabilities except in the ordinary course of the Business ~~;~~ and

14. **THIS COURT ORDERS** each Non-Applicant Stay Party to make no distributions, payments or transfers of any kind except to (a) the pre-filing secured lenders of the Non-Applicant Stay Party (collectively, the "**Non-Applicant Secured Creditors**"), (b) arm's length creditors of such Non-Applicant Stay Party in the ordinary course of business, and (c) other creditors of such Non-Applicant Stay Party with the prior written consent of the relevant Non-Applicant Secured Creditor(s) of such Non-Applicant Stay Party.

RESTRUCTURING

15. ~~11.~~ **THIS COURT ORDERS** that the Applicants shall, subject to such requirements as are imposed by the CCAA, have the right to:

- (a) in addition to any liquidation conducted pursuant to the Liquidation Solicitation Process, permanently or temporarily cease, downsize or shut down any of their

businesses or operations, and to dispose of redundant or non-material assets not exceeding \$250,000 in any one transaction or \$1,000,000 in the aggregate;

(b) subject to the requirements of the CCAA and paragraphs 10, 12, 16, and 17 herein, vacate, abandon, or quit the whole but not part of any leased premises and/or disclaim any Lease, and any ancillary agreements relating to any leased premises;

(c) ~~(a)~~ terminate the employment of any of their employees or temporarily lay off any of their employees as they deem appropriate;

(d) ~~(b)~~ in consultation with the Monitor, engage in discussions with, and solicit proposals and agreements from, third parties in respect of the liquidation of the inventory, furniture, equipment and fixtures located in and/or forming part of the Property (the “**Liquidation Solicitation Process**”), and return to Court for the approval of any such agreement;

(e) ~~(c)~~ in consultation with the Monitor, engage in discussions with, and solicit proposals and agreements from, real estate advisors and other Assistants as may be desirable to pursue all avenues and offers for the sale, transfer or assignment of Leases (and any leases held by the Non-Applicant Stay Parties) to third parties, in whole or in part (the “**Lease Monetization Process**”) and return to Court for approval of any such agreement; and

(f) ~~(d)~~ pursue all restructuring options for Hudson’s Bay Canada including, without limitation, all avenues of refinancing of their business (“**Hudson’s Bay Canada’s Business**”) or Hudson’s Bay Canada’s Property, in whole or in part, subject to the prior approval of this Court being obtained before any material refinancing,

all of the foregoing to permit the Applicants to proceed with an orderly restructuring of the Business.

16. THIS COURT ORDERS that the relevant Applicant shall provide each of the relevant Landlords with notice of the Applicant’s intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant Landlord shall be entitled to have a representative present in the leased premises to observe

such removal and, if the Landlord disputes such Applicant's entitlement to remove any such fixture under the provisions of the Lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such Landlord and the Applicant, or by further Order of this Court upon application by such Applicant on at least two (2) days notice to such Landlord and any such secured creditors. If the relevant Applicant disclaims the Lease governing such leased premises in accordance with Section 32 of the CCAA, it shall not be required to pay Rent under such Lease pending resolution of any such dispute (other than Rent payable for the notice period provided for in Section 32(5) of the CCAA), and the disclaimer of the Lease shall be without prejudice to such Applicant's claim to the fixtures in dispute.

17. **THIS COURT ORDERS** that if a notice of disclaimer is delivered pursuant to Section 32 of the CCAA, then (a) during the notice period prior to the effective time of the disclaimer, the Landlord may show the affected leased premises to prospective tenants during normal business hours, on giving the relevant Applicant and the Monitor 24 hours' prior written notice, and (b) at the effective time of the disclaimer, the relevant Landlord shall be entitled to take possession of any such leased premises without waiver of or prejudice to any claims or rights such Landlord may have against such Applicant in respect of such Lease or leased premises, provided that nothing herein shall relieve such landlord of its obligation to mitigate any damages claimed in connection therewith.

STAY OF PROCEEDINGS

18. ~~12.~~ **THIS COURT ORDERS** that until and including ~~March 17~~ May 15, 2025, or such later date as this Court may order (the "**Stay Period**"), no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**") shall be commenced or continued against or in respect of Hudson's Bay Canada or the Monitor, or their respective employees, directors, advisors, officers and representatives acting in such capacities, or affecting the Business or the Property, except with the written consent of Hudson's Bay Canada and the Monitor, or with leave of this Court, and any and all Proceedings currently under way against or in respect of Hudson's Bay Canada or their employees, directors, officers or representatives acting in such capacities, or

affecting Hudson's Bay Canada's Business and Hudson's Bay Canada's Property are hereby stayed and suspended pending further Order of this Court.

19. ~~13.~~ **THIS COURT ORDERS** that during the Stay Period, no Person having any agreements or arrangements with the owners, operators, managers or landlords of commercial shopping centres or other commercial properties (including retail, office and industrial (warehouse) properties) in which there is located a store, office or warehouse owned or operated by Hudson's Bay Canada shall take any Proceedings or exercise any rights or remedies under such agreements or arrangements that may arise upon and/or as a result of the making of ~~this~~the Initial Order, any declarations of insolvency by the Applicants or as a result of any steps taken by Hudson's Bay Canada pursuant to ~~this~~the Initial Order, and, without limiting the generality of the foregoing, no Person shall terminate, accelerate, suspend, amend, modify, determine or cancel any such arrangement or agreement or be entitled to exercise any rights or remedies in connection therewith, including with respect to any Lease.

NO EXERCISE OF RIGHTS OR REMEDIES

20. ~~14.~~ **THIS COURT ORDERS** that during the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being "**Persons**" and each being a "**Person**") against or in respect of Hudson's Bay Canada or the Monitor, or their respective employees, directors, officers, advisors and representatives acting in such capacities or affecting Hudson's Bay Canada's Business or Hudson's Bay Canada's Property, are hereby stayed and suspended except with the prior written consent of Hudson's Bay Canada and the Monitor, or leave of this Court, provided that nothing in this Order shall (a) empower Hudson's Bay Canada to carry on any business which they are not lawfully entitled to carry on, (b) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by Section 11.1 of the CCAA, (c) prevent the filing of any registration to preserve or perfect a security interest, or (d) prevent the registration of a claim for lien.

NO INTERFERENCE WITH RIGHTS

21. ~~15.~~ **THIS COURT ORDERS** that during the Stay Period, no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by Hudson's Bay Canada, including but not limited to renewal rights in respect of existing insurance policies on the same terms,

except with the prior written consent of Hudson's Bay Canada and the Monitor, or with leave of this Court.

CONTINUATION OF SERVICES

22. ~~16.~~ **THIS COURT ORDERS** that during the Stay Period, all Persons having oral or written agreements with Hudson's Bay Canada or statutory or regulatory mandates for the supply of goods and/or services, including without limitation all computer software, communication and other data services, centralized banking services, cash management services, payment processing services, payroll and benefit services, insurance, freight services, transportation services, customs clearing, warehouse and logistic services, utility or other services to Hudson's Bay Canada's Business or Hudson's Bay Canada are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply or license of such goods or services as may be required by Hudson's Bay Canada and that Hudson's Bay Canada shall be entitled to the continued use of their current premises, telephone numbers, facsimile numbers, internet addresses, email addresses, social media accounts, and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of ~~this~~the Initial Order are paid by Hudson's Bay Canada in accordance with normal payment practices of Hudson's Bay Canada or such other practices as may be agreed upon by the supplier or service provider and each of the Hudson's Bay Canada entities and the Monitor, or as may be ordered by this Court.

NO PRE-FILING VS POST-FILING SET-OFF

23. ~~17.~~ **THIS COURT ORDERS** that no Person shall be entitled to set off any amounts that: (a) are or may become due to Hudson's Bay Canada in respect of obligations arising prior to the date ~~hereof~~of the Initial Order with any amounts that are or may become due from Hudson's Bay Canada in respect of obligations arising on or after the date of ~~this~~the Initial Order; or (b) are or may become due from Hudson's Bay Canada in respect of obligations arising prior to the date ~~hereof~~of the Initial Order with any amounts that are or may become due to Hudson's Bay

Canada in respect of obligations arising on or after the date of ~~this~~the Initial Order, in each case without the consent of Hudson's Bay Canada and the Monitor, or with leave of this Court.

NON-DEROGATION OF RIGHTS

24. ~~18.~~ **THIS COURT ORDERS** that, notwithstanding anything else in this Order, (other than pursuant to Section 9), no Person shall be prohibited from requiring immediate payment for goods, services, use of leased or licensed property or other valuable consideration provided on or after the date of ~~this~~the Initial Order, nor shall any Person be under any obligation on or after the date of ~~this~~the Initial Order to advance or re-advance any monies or otherwise extend any credit to Hudson's Bay Canada. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.

KEY EMPLOYEE RETENTION PLAN

25. THIS COURT ORDERS that the Key Employee Retention Plan (the "**KERP**"), as described in the Second Bewley Affidavit, an unredacted copy of which is attached as Confidential Appendix "1" to the First Report, is hereby approved and the Applicants are authorized to make the payments contemplated thereunder in accordance with the terms and conditions of the KERP.

26. THIS COURT ORDERS that payments made by the Applicants pursuant to this Order do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

27. THIS COURT ORDERS that the Key Employees referred to in the KERP shall be entitled to the benefit of and are hereby granted a charge on the Property (the "**KERP Charge**"), which charge shall not exceed an aggregate amount of \$3,000,000 to secure any payments to the Key Employees under the KERP. The KERP Charge shall have the priority as set out in paragraphs 52 and 54 herein.

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

28. ~~19.~~ **THIS COURT ORDERS** that during the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of Hudson's Bay Canada with respect to any claim against the directors or officers that arose before the date ~~hereof~~of the Initial Order and

that relates to any obligations of Hudson's Bay Canada whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations.

DIRECTORS' AND OFFICERS' INDEMNIFICATION AND CHARGE

29. ~~20.~~ **THIS COURT ORDERS** that the Applicants shall indemnify their directors and officers against obligations and liabilities that they may incur as directors or officers of the Applicants after the commencement of the within proceedings, except to the extent that, with respect to any officer or director, the obligation or liability was incurred as a result of the director's or officer's gross negligence or wilful misconduct.

30. ~~21.~~ **THIS COURT ORDERS** that the directors and officers of the Applicants shall be entitled to the benefit of and are hereby granted a charge (the "**Directors' Charge**") on the Property, which charge shall not exceed an aggregate amount of \$~~26,300,000~~49,200,000, as security for the indemnity provided in paragraph ~~19~~29 of this Order. The Directors' Charge shall have the priority as set out in paragraphs ~~39~~52 and ~~41~~54 herein.

31. ~~22.~~ **THIS COURT ORDERS** that, notwithstanding any language in any applicable insurance policy to the contrary, (a) no insurer shall be entitled to be subrogated to or claim the benefit of the Directors' Charge, and (b) the Applicants' directors and officers shall only be entitled to the benefit of the Directors' Charge to the extent that they do not have coverage under any directors' and officers' insurance policy, or to the extent that such coverage is insufficient to pay amounts indemnified in accordance with paragraph ~~19~~29 of this Order.

APPOINTMENT OF MONITOR

32. ~~23.~~ **THIS COURT ORDERS** that A&M is ~~hereby,~~ as of the date of the Initial Order, appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the business and financial affairs of the Applicants with the powers and obligations set out in the CCAA or set forth herein and that Hudson's Bay Canada and their shareholders, partners, members, officers, directors, and Assistants shall advise the Monitor of all material steps taken by Hudson's Bay Canada pursuant to this Order, and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations and provide the Monitor with the

assistance that is necessary to enable the Monitor to adequately carry out the Monitor's functions.

33. ~~24.~~ **THIS COURT ORDERS** that the Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:

- (a) monitor the Applicants' receipts and disbursements and the compliance with the DIP Budget or Budget (as applicable);
- (b) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, and such other matters as may be relevant to the proceedings herein;
- (c) assist the Applicants, to the extent required by the Applicants, in their dissemination of financial and other information to the DIP Agent ~~and its~~ or Agents (as applicable) and their counsel on a periodic basis as agreed to between the Applicants and the DIP Agent or Agents (as applicable), or as may reasonably be requested by the DIP Agent or Agents (as applicable);
- (d) advise the Applicants in their preparation of the Applicants' cash flow statements and reporting required by the DIP Agent or Agents (as applicable), which information shall be reviewed with the Monitor and delivered to the DIP Agent or Agents (as applicable) and its counsel on a periodic basis, or as may reasonably be requested by the DIP Agent or Agents (as applicable);
- (e) advise the Applicants in their development of a Plan and any amendments to the Plan;
- (f) assist the Applicants, to the extent required by the Applicants, with the holding and administering of creditors' or shareholders' meetings for voting on the Plan;
- (g) ~~(e)~~ have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents of the Applicants, to the extent that is necessary to adequately assess Applicants' business and financial affairs or to perform its duties arising under this Order;

- (h) ~~(f)~~ be at liberty to engage independent legal counsel or such other persons, as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order;
- (i) ~~(g)~~ liaise and consult with any Assistants, any liquidators selected through the Liquidation Solicitation Process and any real estate advisors or other Assistants selected through the Lease Monetization Process, to the extent required, with respect to all matters related to the Property, the Business, and such other matters as may be relevant to the proceedings herein; and
- (j) ~~(h)~~ perform such other duties as are required by this Order or by this Court from time to time.

34. ~~25.~~ **THIS COURT ORDERS** that the Monitor shall not take possession of Hudson's Bay Canada's Property and shall take no part whatsoever in the management or supervision of the management of Hudson Bay Canada's Business and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of Hudson's Bay Canada's Business or Hudson's Bay Canada's Property, or any part thereof.

35. ~~26.~~ **THIS COURT ORDERS** that nothing herein contained shall require the Monitor to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of Hudson's Bay Canada's Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act, 1999*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, the *Ontario Occupational Health and Safety Act*, the *British Columbia Environmental Management Act*, the *British Columbia Riparian Areas Protection Act*, the *British Columbia Workers Compensation Act*, the *Alberta Environmental Protection and Enhancement Act*, the *Alberta Water Act*, the *Alberta Occupational Health and Safety Act*, the *Manitoba Environment Act*, the *Manitoba Contaminated Sites Remediation Act*, the *Manitoba Workplace Safety and Health Act*, the *Quebec Environmental Quality Act*, the *Quebec Act Respecting Occupation Health and Safety*, *The Environmental Management and Protection Act, 2010* (Saskatchewan), *The Agricultural*

Operations Act (Saskatchewan), *The Dangerous Goods Transportation Act* (Saskatchewan), *The Saskatchewan Employment Act*, *The Emergency Planning Act* (Saskatchewan), *The Water Security Agency Act* (Saskatchewan), the *Nova Scotia Environment Act*, the *Nova Scotia Water Resources Protection Act*, or the *Nova Scotia Occupational Health and Safety Act*,⁻ and the regulations thereunder (the “**Environmental Legislation**”), provided however that nothing herein shall exempt the Monitor from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Monitor shall not, as a result of this Order, or anything done in pursuance of the Monitor’s duties and powers under this Order, be deemed to be in Possession of any of Hudson’s Bay Canada’s Property within the meaning of any Environmental Legislation, unless it is actually in possession.

36. ~~27.~~ **THIS COURT ORDERS** that that the Monitor shall provide any creditor of the Applicants and the DIP ~~Lender~~Agent or Agents (as applicable) with information provided by the Applicants in response to reasonable requests for information made in writing by such creditor addressed to the Monitor. The Monitor shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Monitor has been advised by the Applicants is confidential, the Monitor shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Monitor and the Applicants may agree.

37. ~~28.~~ **THIS COURT ORDERS** that, in addition to the rights and protections afforded the Monitor under the CCAA or as an officer of this Court, the Monitor shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Monitor by the CCAA or any applicable legislation.

38. ~~29.~~ **THIS COURT ORDERS** that the Monitor, counsel to the Monitor and counsel to the Applicants shall be paid their reasonable fees and disbursements (including pre-filing fees and disbursements), in each case at their standard rates and charges, whether incurred prior to, on or subsequent to, the date of ~~this~~the Initial Order by the Applicants, as part of the costs of these proceedings. The Applicants are hereby authorized and directed to pay the accounts of the Monitor, counsel for the Monitor and counsel for the Applicants bi-weekly or on such other terms as such parties may agree. In addition, the Applicants are hereby authorized to pay to the Monitor and counsel to the Monitor, retainers in the amounts of \$200,000 each, to be held by

them as security for payment of their respective fees and disbursements outstanding from time to time.

39. ~~30.~~ **THIS COURT ORDERS** that the Monitor and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Monitor and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

40. ~~31.~~ **THIS COURT ORDERS** that the Applicants' counsel, Reflect Advisors, LLC ("Reflect"), the Monitor, and its counsel shall be entitled to the benefit of and are hereby granted a charge (the "**Administration Charge**") on the Property, which charge shall not exceed an aggregate amount of \$2,800,000, ~~as~~ security for their professional fees and disbursements incurred at the standard rates and charges of the Monitor and such counsel, both before and after the making of this Order in respect of these proceedings. The Administration Charge shall have the priority as set out in paragraphs ~~39~~52 and ~~41~~54 hereof.

APPROVAL OF ADVISOR AGREEMENT

41. **THIS COURT ORDERS** that the agreement dated February 14, 2025, engaging Reflect Advisors, LLC ("Reflect") as financial advisor to Hudson's Bay in the form attached as Exhibit "F" to the Second Bewley Affidavit (the "**Reflect Engagement Agreement**"), and the retention of Reflect under the terms thereof, is hereby approved and ratified and the Applicants are authorized and directed to make the payments contemplated thereunder in accordance with the terms and conditions of the Reflect Engagement Agreement.

DIP FACILITY

42. ~~32.~~ **THIS COURT ORDERS** that Hudson's Bay, is hereby authorized and empowered to obtain and borrow under the DIP Facility from the DIP Lenders in accordance with and subject to the DIP Term Sheet provided that such borrowings shall not individually or in the aggregate exceed \$16 million in order to finance the working capital requirements, and other general corporate purposes and capital expenditures of itself and 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, and The Bay Limited Partnership (collectively, the "**Loan Parties**").

43. ~~33.~~ **THIS COURT ORDERS** that such DIP Facility shall be on the terms and subject to the conditions set forth in the DIP Term Sheet between the Loan Parties and the DIP Lenders dated as of March 7, 2025, appended as **Exhibit "D"** to the First Bewley Affidavit (the "**DIP Term Sheet**").

44. ~~34.~~ **THIS COURT ORDERS** that the Loan Parties are hereby authorized and empowered to execute and deliver such agreements, instruments, mortgages, charges, hypothecs and security documents, guarantees and other definitive documents (collectively with the DIP Term Sheet, the "**Definitive Documents**"), as may be contemplated by the DIP Term Sheet or as may be reasonably required by the DIP Lenders pursuant to the terms thereof, and the Loan Parties are hereby authorized and directed to pay and perform all of their indebtedness, interest, fees, liabilities and obligations to the DIP Lenders under and pursuant to the Definitive Documents (collectively, the "**DIP Obligations**") as and when the same become due and are to be performed, notwithstanding any other provision of this Order.

45. ~~35.~~ **THIS COURT ORDERS** that the DIP ~~Lenders shall be entitled to~~ Agent, for the benefit of itself and ~~are the DIP Lenders, is~~ hereby granted a charge (the "**DIP Charge**") on the Loan Parties' Property as security for the DIP Obligations, which DIP Charge shall be in the aggregate amount of the DIP Obligations outstanding at any given time under the Definitive Documents. The DIP Charge shall not secure an obligation that exists before ~~this~~ the date of the Initial Order ~~is made~~. The DIP ~~Lender's~~ Charge shall have the priority as set out in paragraphs ~~39~~ 52 and ~~41~~ 54 hereof.

46. ~~36.~~ **THIS COURT ORDERS** that, notwithstanding any other provision of this Order:

- (a) the DIP Agent may take such steps from time to time as it may deem necessary or appropriate to file, register, record or perfect the DIP Charge or the Definitive Documents;
- (b) upon the occurrence of an event of default under the Definitive Documents or the DIP Charge, the DIP Agent on behalf of the DIP Lenders, (i) upon three business days' notice to the Loan Parties and the Monitor, may exercise any and all of its rights and remedies against the Loan Parties or the Loan Parties' Property under or pursuant to the Definitive Documents and the DIP Charge, including without limitation to apply to this Court for the appointment of a receiver, receiver and manager or interim receiver or for a bankruptcy order against the Loan Parties

and for the appointment of a trustee in bankruptcy of the Loan Parties, or to seize and retain proceeds from the sale of the Property and the cash flow of the Loan Parties to repay amounts owing to the DIP Lenders in accordance with the Definitive Documents (subject in each case to the priorities set out in paragraph 39 of this Order), and (ii) immediately upon providing written notice of the occurrence of an Event of Default to the Loan Parties and the Monitor, may cease making advances to Hudson's Bay and set off and/or consolidate any amounts owing by the DIP Lenders to the Loan Parties against the obligations of the Loan Parties to the DIP Lenders under the Definitive Documents or the DIP Charge, and make demand, accelerate payment and give other notices; and

- (c) the foregoing rights and remedies of the DIP Agent and the DIP Lenders shall be enforceable against any trustee in bankruptcy, interim receiver, receiver or receiver and manager of the Loan Parties or the Loan Parties' Property.

47. ~~37.~~ **THIS COURT ORDERS AND DECLARES** that the DIP Agent and the DIP Lenders be treated as unaffected in any plan of arrangement or compromise under the CCAA, or any proposal filed under the BIA, with respect to any advances made under the Definitive Documents.

~~38. THIS COURT ORDERS AND DECLARES that in the event that the Applicants enter into Alternative Financing Arrangements (as defined in the DIP Term Sheet) and seek approval thereof at the Comeback Motion, such Alternative Financing Arrangement shall provide for the repayment in full in cash of (a) all amounts advanced by the DIP Lenders under the DIP Term Sheet from and after the date of this Order, and (b) any DIP Lender Expenses (as defined in the DIP Term Sheet) incurred prior to the Comeback Motion.~~

48. ~~39.~~ **THIS COURT ORDERS AND DECLARES** that this Order is subject to provisional execution and that if any of the provisions of this Order in connection with the Definitive Documents or the DIP Charge shall subsequently be stayed, modified, varied, amended, reversed or vacated in whole or in part (collectively, a "**Variation**"), such Variation shall not in any way impair, limit or lessen the priority, protections, rights or remedies of the DIP Agent and the DIP Lenders, whether under this Order (as made prior to the Variation), under the Definitive Documents with respect to any advances made or obligations incurred prior to the DIP Lenders being given notice of the Variation, and the DIP Lenders shall be entitled to rely on this Order

as issued (including, without limitation, the DIP Charge) for all advances so made and other obligations set out in the Definitive Documents.

49. **THIS COURT ORDERS** that the Loan Parties are hereby authorized and directed to repay all DIP Financing Obligations (as defined in the DIP Term Sheet) in accordance with a payout statement to be provided by the DIP Agent and reviewed by the Monitor. Following such repayment, the DIP Charge shall be terminated, released and discharged without any further act or formality, provided that such repayment and termination of the DIP Charge shall not be effective until the Monitor's independent counsel has rendered an opinion confirming the validity and enforceability of the security interests of the ABL Lender.

RESTRUCTURING SUPPORT AGREEMENT

50. **THIS COURT ORDERS** that the Restructuring Support Agreement substantially in the form of the Restructuring Support Agreement attached as Exhibit "A" to the Third Bewley Affidavit, subject to such non-material amendments as may be agreed upon by the parties thereto and consented to by the Monitor, is hereby approved and the Loan Parties are authorized to enter into the Restructuring Support Agreement with the ABL Agent, the FILO Agent, and the Pathlight Agent.

51. **THIS COURT ORDERS** that the Loan Parties are hereby directed, within three weeks of the date hereof, in accordance with the DIP Budget or Budget (as applicable) to utilize cash receipts from the sale of inventory to:

- (a) cash collateralize the obligations set out in section 13(e)(i) of the Restructuring Support Agreement in the manner set out therein; and
- (b) subject to prior confirmation of the validity and enforceability of the security interests of the ABL Agent by the Monitor's independent counsel, repay (including by way of authorizing the ABL Agent to apply all cash held in the bank account ending XX8203) all such obligations set out in section 13(e)(ii) of the Restructuring Support Agreement as they come due and owing,

provided, however, that in the event that the ABL Lender releases cash collateral back to the Loan Parties, such cash collateral will be deposited into the Monitor's Trust Account (as defined in the Restructuring Support Agreement) and will not be available to be reborrowed, will not be made available to the Applicants and will be distributed in accordance with the Priority Waterfall (as defined in the Restructuring Support Agreement) and on the terms of an order granted by the Court approving such distribution.

~~VALIDITY AND PRIORITY OF~~ CHARGES CREATED BY THIS ORDER

52. ~~40.~~ **THIS COURT ORDERS** that the priorities of the Administration Charge, the KERP Charge, the Directors' Charge ~~and~~, the DIP Charge, and the JV Rent Charge (collectively, the "**Charges**"), as among them, shall be as follows:

With respect to all Property other than the Loan Parties':

First - Administration Charge (to the maximum amount of \$2,800,000); ~~and~~

Second – KERP Charge (to the maximum amount of \$3,000,000);

Third – Directors' Charge (to the maximum amount of \$13,500,000);

Fourth – DIP Charge;

Fifth – JV Rent Charge; and

~~Second~~Sixth – Directors' Charge (to the maximum amount of ~~\$26,300,000~~35,700,000).

With respect to the Loan Parties' Property, subject in all cases to the Priority Waterfall (as defined in the ~~DIP Term Sheet~~Restructuring Support Agreement), as amongst themselves, the priorities of the Charges shall be as follows:

DIP <u>Restructuring Support</u>			
1 st	Administration Charge (to the maximum amount of \$2,800,000).	Administration Charge (to the maximum amount of \$2,800,000).	Administration Charge (to the maximum amount of \$2,800,000).
<u>2nd</u>	<u>KERP Charge (to the</u>	<u>KERP Charge (to the</u>	<u>KERP Charge (to the</u>

	<u>maximum amount of \$3,000,000).</u>	<u>maximum amount of \$3,000,000).</u>	<u>maximum amount of \$3,000,000).</u>
2nd <u>3rd</u>	All amounts owing under the Revolving Credit Facility and FILO Credit Facility (other than Excess ABL Obligations).	All amounts owing under the Pathlight Credit Facility (other than Excess Term Loan Obligations).	Directors' Charge (to the maximum amount of \$13,500,000).
3rd <u>4th</u>	Directors' Charge (to the maximum amount of \$13,500,000).	All amounts owing under the Revolving Credit Facility and FILO Credit Facility (other than Excess ABL Obligations).	DIP Lenders' Charge.
4th <u>5th</u>	DIP Lenders' Charge. =	Directors' Charge (to the maximum amount of \$13,500,000).	Directors' JV Rent Charge (to the maximum amount of \$13,500,000). =
5th <u>6th</u>	Directors' JV Rent Charge (to the maximum amount of \$13,500,000). =	DIP Lenders' Charge. =	<u>Directors' Charge (to the maximum amount of \$35,700,000).</u>
<u>7th</u>	<u>Directors' Charge (to the maximum amount of \$35,700,000).</u>	<u>JV Rent Charge.</u>	
6th <u>8th</u>	Term Loan Obligations <u>All amounts owing under the Pathlight Credit Facility (other than Excess Term Loan Obligations).</u>	Directors' Charge (to the maximum amount of \$13,500,000 <u>\$35,700,000</u>).	

53. ~~41.~~ **THIS COURT ORDERS** that the filing, registration or perfection of the Charges shall not be required, and that the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.

54. ~~42.~~ **THIS COURT ORDERS** that the Charges shall constitute a charge on the Property and shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, claims of secured creditors, statutory or otherwise (collectively, "**Encumbrances**") in favour of any Person ~~(except for the DIP Charge, which shall only constitute a charge on the Loan Parties' Property, and rank behind the security interests of the ABL Agent, the FILO Agent, the~~

~~ABL Lenders, the Pathlight Agent, and the Pathlight Lenders but in priority to all other Encumbrances), provided that the Charges shall rank behind Encumbrances in favour of any Persons that have not been served with notice of this application. The Applicants shall be entitled, at the Comeback Hearing (as hereinafter defined), on notice to those Persons likely to be affected thereby, to seek priority charges ahead of such Encumbrances over which the Charges may not have obtained priority pursuant to this Order.~~

55. ~~43.~~ **THIS COURT ORDERS** that except as otherwise expressly provided for herein, the Applicants shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, any of the Charges, unless the Applicants also obtain the prior written consent of the Monitor, the DIP Agent, and the beneficiaries of the Administration Charge ~~and~~ the Directors' Charge, the KERP Charge and the JV Rent Charge or further Order of this Court.

56. ~~44.~~ **THIS COURT ORDERS** that the Administration Charge, the Directors' Charge, the KERP Charge, the DIP Definitive Documents ~~and~~, the DIP Charge, and the JV Rent Charge shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Charges (collectively, the "**Chargees**") and/or the DIP Lenders thereunder shall not otherwise be limited or impaired in any way by (a) the pendency of these proceedings and the declarations of insolvency made herein; (b) any application(s) for bankruptcy order(s) issued pursuant to BIA, or any bankruptcy order made pursuant to such applications; (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (d) the provisions of any federal, provincial or other statutes; or (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an "**Agreement**") which binds the Applicants, and notwithstanding any provision to the contrary in any Agreement:

- (a) neither the creation of the Charges nor the execution, delivery, perfection, registration or performance of the Definitive Documents shall create or be deemed to constitute a breach by the Applicants of any Agreement to which they are a party;
- (b) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the Loan

Parties entering into the Definitive Documents, the creation of the Charges, or the execution, delivery or performance of the Definitive Documents; and

- (c) the payments made by the Applicants pursuant to this Order, the Definitive Documents, and the granting of the Charges, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

57. ~~45.~~ **THIS COURT ORDERS** that any Charge created by this Order over leases of real property in Canada shall only be a Charge in the Applicants' interest in such real property leases.

SEALING

58. **THIS COURT ORDERS** that Confidential Appendix "1" to the First Report is hereby sealed pending further order of the Court, and shall not form part of the public record.

INSURANCE FINANCING

59. **THIS COURT ORDERS** that Hudson's Bay is authorized to enter into one or more Continuous Premium Instalment Contracts (each a "**PIC**") with Imperial PFS Payments Canada, ULC ("**IPFS**") pursuant to which IPFS shall provide financing to Hudson's Bay for the purchase of one or more policies of insurance (the "**Financed Policies**").

60. **THIS COURT ORDERS** that in the event of a payment default under a PIC, IPFS shall be permitted without further order of the Court, to exercise its rights under the PIC to cancel the Financed Policies and to receive any unearned premiums (the "**Unearned Premiums**") that may be refunded by the insurers as a result of same.

61. **THIS COURT ORDERS** that, notwithstanding any other provision of this Order or any other order issued in these proceedings, none of the Charges or Encumbrances existing as of the date hereof or any further charges that may be created in these proceedings, shall apply to the Unearned Premiums.

SERVICE AND NOTICE

62. ~~46.~~ **THIS COURT ORDERS** that the Monitor shall (a) without delay, publish in The Globe and Mail (National Edition) a notice containing the information prescribed under the CCAA, (b) within five days after the date of this Order, (i) make this Order publicly available in the manner prescribed under the CCAA, (ii) send, in the prescribed manner, a notice to every known creditor who has a claim against the Applicants of more than \$1000, and (iii) prepare a list showing the names and addresses of those creditors and the estimated amounts of those claims, and make it publicly available in the prescribed manner, all in accordance with Section 23(1)(a) of the CCAA and the regulations made thereunder, provided that the Monitor shall not make the claims, names and addresses of any individual persons who are creditors available.

63. ~~47.~~ **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the “**Protocol**”) is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05, this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the *Rules of Civil Procedure*. Subject to Rule 3.01(d) of the *Rules of Civil Procedure* and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL: alvarezandmarsal.com/HudsonsBay

64. ~~48.~~ **THIS COURT ORDERS** that the Applicants, the Monitor and their respective counsel are at liberty to serve or distribute this Order, and other materials and orders as may be reasonably required in these proceedings, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to the Applicants’ creditors or other interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or judicial obligation and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS).

65. ~~49.~~ **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Applicants and the Monitor are at liberty to

serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Applicants' creditors or other interested parties at their respective addresses as last shown on the records of the Applicants and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

COMEBACK MOTION

~~50. THIS COURT ORDERS that the Comeback Motion shall be heard on March 17, 2025.~~

GENERAL

66. ~~51. THIS COURT ORDERS~~ that the Applicants or the Monitor may from time to time apply to this Court to amend, vary or supplement this Order or for advice and directions in the discharge of their powers and duties hereunder.

67. ~~52. THIS COURT ORDERS~~ that nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager, or a trustee in bankruptcy of any Hudson's Bay Canada entity, the Business or the Property.

68. ~~53. THIS COURT HEREBY REQUESTS~~ the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States, to give effect to this Order and to assist the Applicants, the Monitor and their respective ~~agents~~DIP Agent or Agents (as applicable) 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 Applicants and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicants and the Monitor and their respective ~~agents~~DIP Agent or Agents (as applicable) in carrying out the terms of this Order.

69. ~~54. THIS COURT ORDERS~~ that each of the Applicants and the Monitor shall be at liberty and are hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Monitor is authorized and empowered to act

as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

70. ~~55.~~ **THIS COURT ORDERS** that, ~~subject to paragraph 39,~~48 any interested party (including the Applicants and the Monitor) may apply to this Court to vary or amend this Order on not less than seven (7) days notice to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

71. ~~56.~~ **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Eastern ~~Standard~~/Daylight Time on the date of this Order.

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

Proceeding commenced at Toronto

**AMENDED AND RESTATED INITIAL ORDER
(MARCH ~~7~~21, 2025)**

STIKEMAN ELLIOTT LLP
Barristers & Solicitors
5300 Commerce Court West
199 Bay Street
Toronto, Canada M5L 1B9

Ashley Taylor LSO#: 39932E
Email: ataylor@stikeman.com
Tel: +1 416-869-5236

Elizabeth Pillon LSO#: 35638M
Email: lpillon@stikeman.com
Tel: +1 416-869-5623

Maria Konyukhova LSO#: 52880V
Email: mkonyukhova@stikeman.com
Tel: +1 416-869-5230

Philip Yang LSO#: 82084O
Email: PYang@stikeman.com
Tel: +1 416-869-5593

Brittney Ketwaroo LSO#: 89781K
Email: bketwaroo@stikeman.com
Tel: +1 416-869-5524

Lawyers for the Applicants

TAB 5

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

THE HONOURABLE MR

)

~~MONDAY~~ FRIDAY, THE
~~17TH~~ 21ST DAY

JUSTICE OSBORNE

)

OF MARCH, 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 YSS 1 LP INC., HBC YSS 2 LP INC., HBC HOLDINGS GP
INC., SNOSPMIS LIMITED, 2472596 ONTARIO INC., and 2472598 ONTARIO INC.**

AMENDED AND RESTATED INITIAL ORDER

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 YSS 1 LP Inc., HBC YSS 2 LP Inc., HBC Holdings GP Inc., Snospmis Limited, 2472596 Ontario Inc., and 2472598 Ontario Inc. (collectively, the "**Applicants**") for an order amending and restating the initial order of Justice Osborne issued on March 7, 2025 (the "**Initial Order**") pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") was heard this day at 330 University Avenue, Toronto, Ontario and via videoconference.

ON READING the affidavits of Jennifer Bewley sworn March 7, 2025 (the "**First Bewley Affidavit**") ~~and~~, March 14, 2025 (the "**Second Bewley Affidavit**"), and March 21, 2025 (the "**Third Bewley Affidavit**"), and the Exhibits thereto, the pre-filing report of Alvarez & Marsal Canada Inc. ("**A&M**"), in its capacity as proposed monitor of the Applicants dated March 7, 2025, the first report of A&M (the "**First Report**"), in its capacity as monitor of the Applicants (in such capacity, the "**Monitor**"), dated March 16, 2025, and the Supplement to the First Report of the Monitor dated March 21, 2025, on being advised that the secured creditors who are likely to

be affected by the charges created herein were given notice, and on hearing the submissions of counsel to the Applicants, counsel to the Monitor, and such other parties as listed on the Counsel Slip, with no one else appearing although duly served as appears from the ~~affidavit~~[affidavits](#) of service of Brittney Ketwaroo sworn March 17, 2025, [and March 21, 2025](#).

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 capitalized terms used but not defined in this Order shall have the meanings given to them in the First Bewley Affidavit~~and~~, [the Second Bewley Affidavit](#)
[and the Third Bewley Affidavit](#).

APPLICATION

3. **THIS COURT ORDERS AND DECLARES** that the Applicants are companies to which the CCAA applies. Although not Applicants, HBC Holdings LP, RioCan-HBC General Partner Inc., RioCan-HBC Limited Partnership, RioCan-HBC (Ottawa) Holdings Inc., RioCan-HBC (Ottawa) GP, Inc., RioCan-HBC (Ottawa) Limited Partnership ("**RioCan-Hudson's Bay Ottawa LP**"), HBC YSS 1 Limited Partnership ("**YSS 1**"), HBC YSS 2 Limited Partnership ("**YSS 2**"), HBC Centerpoint LP, and The Bay Limited Partnership (collectively, the "**Non-Applicant Stay Parties**", and together with the Applicants, "**Hudson's Bay Canada**") shall have the benefits of the protections and authorizations provided by this Order.

PLAN OF ARRANGEMENT

4. **THIS COURT ORDERS** that the Applicants shall have the authority to file with this Court a plan of compromise or arrangement (the "**Plan**").

POSSESSION OF PROPERTY AND OPERATIONS

5. **THIS COURT ORDERS** that the Applicants shall remain in possession and control of their current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the "**Property**"). [For greater certainty, Property does not include the assets, undertakings or properties of any Non-Applicant](#)

Stay Party, including the interests of any Non-Applicant Stay Party in any head lease held by RioCan- Hudson's Bay JV, YSS 1, YSS 2, RioCan-HBC (Ottawa) Holdings Inc., RioCan-HBC (Ottawa) GP, Inc., or RioCan-Hudson's Bay Ottawa LP (a "JV Head Lease") or any property held by an Applicant as nominee or bare trustee for a Non-Applicant Stay Party or other Person. Subject to further Order of this Court, the Applicants shall continue to carry on business in a manner consistent with the preservation of their business (the "**Business**") and Property. The Applicants shall each be authorized and empowered to continue to retain and employ their employees, contractors, advisors, consultants, agents, experts, appraisers, valuers, brokers, accountants, counsel and such other persons (collectively "**Assistants**") currently retained or employed by them, with liberty to retain such further Assistants as they deem reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order.

6. **THIS COURT ORDERS** that Hudson's Bay and The Bay Limited Partnership shall be entitled to continue to utilize their existing central cash management systems currently in place as described in the First Bewley Affidavit, or with the consent of the Monitor and the DIP Agent or Agents (as applicable) (as defined in the Restructuring Support Agreement), replace it with another substantially similar central cash management system (the "**Cash Management System**") and that any present or future bank providing the Cash Management System shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any transfer, payment, collection or other action taken under the Cash Management System, or as to the use or application by Hudson's Bay and The Bay Limited Partnership of funds transferred, paid, collected or otherwise dealt with in the Cash Management System, shall be entitled to provide the Cash Management System without any liability in respect thereof to any Person (as hereinafter defined) other than Hudson's Bay and The Bay Limited Partnership, pursuant to the terms of the documentation applicable to the Cash Management System, and shall be, in its capacity as provider of the Cash Management System, an unaffected creditor under any Plan with regard to any claims or expenses it may suffer or incur in connection with the provision of the Cash Management System.

7. **THIS COURT ORDERS** that the Applicants shall be entitled but not required to pay the following expenses whether incurred prior to, on or after the date of the Initial Order, subject to compliance with the DIP Budget or Budget (as applicable) (as defined in the Restructuring

| [Support Agreement](#)), to the extent that such expenses are incurred and payable by the Applicants:

- (a) all outstanding and future wages, salaries, employee and pension benefits (including, without limitation, employee medical, dental, registered retirement savings plan contributions and similar benefit plans or arrangements), vacation pay and employee and director expenses payable on or after the date of the Initial Order, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements and all other payroll and benefits processing and servicing expenses;
- (b) subject to further Order of this Court, all outstanding amounts related to honouring gift cards incurred in the ordinary course of business and consistent with existing policies and procedures, but only up to April 6, 2025;
- (c) the fees and disbursements of any Assistants retained or employed by the Applicants, at their standard rates and charges;
- (d) with the consent of the Monitor, amounts owing for goods or services supplied to the Applicants prior to the date of the Initial Order by:
 - (i) logistics or supply chain providers, including transportation providers, customs brokers, freight forwarders and security and armoured truck carriers, and including amounts payable in respect of customs and duties for goods;
 - (ii) providers of information, internet, telecommunications and other technology, including e-commerce providers and related services;
 - (iii) providers of payment, credit, and debit processing related services; and
 - (iv) other third-party suppliers or service providers,

if, in the opinion of the Applicants following consultation with the Monitor, such supplier or service provider is critical to the Business.

8. **THIS COURT ORDERS** that, except as otherwise provided to the contrary herein, the Applicants shall be entitled, subject to compliance with the DIP Budget [or Budget \(as applicable\)](#), but not required, to pay all reasonable expenses incurred by them in carrying on their Business in the ordinary course after the date of the Initial Order, and in carrying out the provisions of this Order, which expenses shall include, without limitation:

- (a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance (including directors' and officers' insurance), maintenance and security services; and
- (b) payment for goods or services actually supplied to the Applicants following the date of the Initial Order, including, with the consent of the Monitor, payments to obtain the release or delivery of goods contracted for prior to the date of the Initial Order.

9. **THIS COURT ORDERS** that the Applicants shall, in accordance with legal requirements, remit or pay:

- (a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from the Applicants' employees' wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, (iii) Quebec Pension Plan, (iv) income taxes, and (v) all other amounts related to such deductions or employee wages payable for periods following the date of the Initial Order pursuant to the *Income Tax Act* (Canada), the Canada Pension Plan, the *Employment Insurance Act* (Canada) or similar provincial statutes;
- (b) all goods and services taxes, harmonized sales taxes or other applicable sales taxes (collectively, "**Sales Taxes**") required to be remitted by the Applicants in connection with the sale of goods and services by the Applicants, but only where such Sales Taxes are accrued or collected after the date of the Initial Order, and, where such Sales Taxes were accrued or collected prior to the date of the Initial Order but not required to be remitted until on or after the date of the Initial Order, only if provided for in the DIP Budget [or Budget \(as applicable\)](#); and

- (c) any amount payable to the Crown in right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal realty, municipal business, workers' compensation or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors and which are attributable to or in respect of the carrying on of the Business by the Applicants.

10. **THIS COURT ORDERS** that:

- (a) ~~until a real property lease, including a sublease, and related documentation (each a "Lease") to which any Applicant is a party (directly and not as nominee or bare trustee) (each a "Lease") is disclaimed in accordance with the CCAA or otherwise consensually terminated, such Applicant shall pay all amounts constituting rent or payable as rent under Leases (including, for greater certainty, common area maintenance charges, utilities and any other amounts payable to the applicable landlord (each a "Landlord") under such Lease, but for greater certainty, excluding accelerated rent or penalties, fees or other charges arising as a result of the insolvency of the Applicants or the making of this Order) or as otherwise may be negotiated between the Applicant and the Landlord from time to time ("Rent"), for the period commencing from and including the date of the Initial Order, twice monthly~~ twice monthly in equal payments on the first and fifteenth day of each month, in advance (but not in arrears). On the date of the first of such payments, any Rent relating to the period commencing from and including the date of the Initial Order shall also be paid. ~~Without prejudice to the rights and claims of the Non-Applicant Stay Parties, any Rent payable by Hudson's Bay to RioCan-Hudson's Bay JV, YSS 1, YSS 2, and RioCan-Hudson's Bay Ottawa LP under a Lease shall be stayed and suspended pending further Order of this Court, provided that Hudson's Bay shall be required to pay to:~~ and
- (b) notwithstanding paragraph 10(a), Hudson's Bay shall not pay any Rent or other amount to RioCan-Hudson's Bay JV, YSS 1, YSS 2, or RioCan-Hudson's Bay Ottawa LP under any Lease (collectively, the "JV Leases", and "JV Lease" means any of them) in excess of the aggregate amount of \$7,000,000 (plus applicable sales tax) in any calendar month (the "JV Monthly Cap"), which shall

be payable on the same terms as all other Leases as provided for in this Order, provided that (i) to the extent any JV Lease is disclaimed or terminated, the JV Monthly Cap shall automatically be reduced by an amount equal to the pro rata amount attributable to such JV Lease based on the rent and other amounts payable under such JV Lease relative to all the other JV Leases, (ii) rent payable under the Leases for Georgian Mall and Oakville Place shall not be subject to the JV Monthly Cap, and the Loan Parties shall be permitted to pay such rent in accordance with the terms of such Leases in effect as at the commencement of the CCAA Proceedings, (iii) the JV Monthly Cap for March 2025 shall be reduced by the aggregate amount paid by the Loan Parties under the JV Leases for the period of March 1, 2025 to and including March 7, 2025, and (iv) any amounts due and payable under any JV Lease during the CCAA Proceedings not permitted to be paid under this paragraph shall (A) accrue with interest at the same rate as the DIP Facility and (B) be secured by the JV Rent Charge (as defined below).

11. **THIS COURT ORDERS** that RioCan-Hudson's Bay JV, YSS 1, ~~or YSS 2, as applicable,~~ ~~that amount of Rent payable by Riocan-Hudson's~~ and RioCan-Hudson's Bay Ottawa LP shall collectively be entitled to the benefit of and are hereby granted a charge (the "**JV Rent Charge**") on the Property, as security for any Rent payable by Hudson's Bay to RioCan-Hudson's Bay JV, YSS 1, ~~or YSS 2, as applicable, to its Landlord under the JV Head Lease until such JV Head Lease is disclaimed in accordance with the CCAA or otherwise consensually terminated,~~ and RioCan-Hudson's Bay Ottawa LP, after March 7, 2025, and not paid (the "**Unpaid JV Rent**"), which JV Rent Charge shall secure an unconditional obligation to pay without any claim of set-off. The JV Rent Charge shall have the priority as set out in paragraphs 52 and 54 herein.

12. ~~11.~~ **THIS COURT ORDERS** that the Applicants shall not disclaim or resiliate any Lease without the prior written consent of the Pathlight Lenders, which consent shall not be unreasonably withheld, conditioned or delayed; provided that if the Pathlight Lenders do not consent to the disclaimer or resiliation of any Lease, the Pathlight Lenders shall pay to the Applicants the amount of all rental payments due under such Lease after the date on which the disclaimer or resiliation would have become effective and any such payment shall be a

Protective Advance (as defined in the Pathlight Credit Agreement), subject to the terms of the Pathlight Credit Facility, as may be amended in accordance with its terms.

~~12. THIS COURT ORDERS that notwithstanding paragraph 10, any Rent that was required to be paid to a Landlord under a Lease (which for greater certainty, excludes any Rent from Hudson's Bay to Riocan Hudson's Bay JV, YSS 1, or YSS 2, as applicable) that was not paid on March 15, 2025, will be paid on or before March 19, 2025.~~

13. **THIS COURT ORDERS** that, except as specifically permitted herein, or as provided for in the ~~A&R DIP Agreement and the~~ DIP Budget or Budget (as applicable), the Applicants are hereby directed, until further Order of this Court:

- (a) to make no payments of principal, interest thereon or otherwise on account of amounts owing by any one of the Applicants to any of their creditors as of the date of the Initial Order except as expressly provided for in the DIP Budget or Budget (as applicable);
- (b) to grant no security interests, trusts, liens, mortgages, charges or encumbrances upon or in respect of any of ~~the~~ Hudson's Bay Canada's current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof ("Hudson's Bay Canada's Property; ~~and~~");
- (c) to not grant credit or incur liabilities except in the ordinary course of the Business; and

14. **THIS COURT ORDERS** each Non-Applicant Stay Party to make no distributions, payments or transfers of any kind except to (a) the pre-filing secured lenders of the Non-Applicant Stay Party (collectively, the "**Non-Applicant Secured Creditors**"), (b) arm's length creditors of such Non-Applicant Stay Party in the ordinary course of business, and (c) other creditors of such Non-Applicant Stay Party with the prior written consent of the relevant Non-Applicant Secured Creditor(s) of such Non-Applicant Stay Party.

RESTRUCTURING

15. ~~14.~~ **THIS COURT ORDERS** that the Applicants shall, subject to such requirements as are imposed by the CCAA, have the right to:

- (a) in addition to any liquidation conducted pursuant to the Liquidation Solicitation Process, permanently or temporarily cease, downsize or shut down any of their businesses or operations, and to dispose of redundant or non-material assets not exceeding \$250,000 in any one transaction or \$1,000,000 in the aggregate;
- (b) subject to the requirements of the CCAA and paragraphs 10, ~~11~~12, ~~15~~16, and ~~16~~17 herein, vacate, abandon, or quit the whole but not part of any leased premises and/or disclaim any Lease, and any ancillary agreements relating to any leased premises;
- (c) terminate the employment of any of their employees or temporarily lay off any of their employees as they deem appropriate;
- (d) in consultation with the Monitor, engage in discussions with, and solicit proposals and agreements from, third parties in respect of the liquidation of the inventory, furniture, equipment and fixtures located in and/or forming part of the Property (the "**Liquidation Solicitation Process**"), and return to Court for the approval of any such agreement;
- (e) in consultation with the Monitor, engage in discussions with, and solicit proposals and agreements from, real estate advisors and other Assistants as may be desirable to pursue all avenues and offers for the sale, transfer or assignment of Leases (and any leases held by the Non-Applicant Stay Parties) to third parties, in whole or in part (the "**Lease Monetization Process**") and return to Court for approval of any such agreement; and
- (f) pursue all restructuring options for Hudson's Bay Canada including, without limitation, all avenues of refinancing of their business ("**Hudson's Bay Canada's Business**") or ~~their current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof~~ ("**Hudson's Bay Canada's Property**"), in whole or in part, subject to the prior approval of this Court being obtained before any material refinancing,

all of the foregoing to permit the Applicants to proceed with an orderly restructuring of the Business.

16. ~~15.~~ **THIS COURT ORDERS** that the relevant Applicant shall provide each of the relevant Landlords with notice of the Applicant's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant Landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the Landlord disputes such Applicant's entitlement to remove any such fixture under the provisions of the Lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such Landlord and the Applicant, or by further Order of this Court upon application by such Applicant on at least two (2) days notice to such Landlord and any such secured creditors. If the relevant Applicant disclaims the Lease governing such leased premises in accordance with Section 32 of the CCAA, it shall not be required to pay Rent under such Lease pending resolution of any such dispute (other than Rent payable for the notice period provided for in Section 32(5) of the CCAA), and the disclaimer of the Lease shall be without prejudice to such Applicant's claim to the fixtures in dispute.

17. ~~16.~~ **THIS COURT ORDERS** that if a notice of disclaimer is delivered pursuant to Section 32 of the CCAA, then (a) during the notice period prior to the effective time of the disclaimer, the Landlord may show the affected leased premises to prospective tenants during normal business hours, on giving the relevant Applicant and the Monitor 24 hours' prior written notice, and (b) at the effective time of the disclaimer, the relevant Landlord shall be entitled to take possession of any such leased premises without waiver of or prejudice to any claims or rights such Landlord may have against such Applicant in respect of such Lease or leased premises, provided that nothing herein shall relieve such landlord of its obligation to mitigate any damages claimed in connection therewith.

STAY OF PROCEEDINGS

18. ~~17.~~ **THIS COURT ORDERS** that until and including May 15, 2025, or such later date as this Court may order (the "**Stay Period**"), no proceeding or enforcement process in any court or

tribunal (each, a “**Proceeding**”) shall be commenced or continued against or in respect of Hudson’s Bay Canada or the Monitor, or their respective employees, directors, advisors, officers and representatives acting in such capacities, or affecting the Business or the Property, except with the written consent of Hudson’s Bay Canada and the Monitor, or with leave of this Court, and any and all Proceedings currently under way against or in respect of Hudson’s Bay Canada or their employees, directors, officers or representatives acting in such capacities, or affecting Hudson’s Bay Canada’s Business and Hudson’s Bay Canada’s Property are hereby stayed and suspended pending further Order of this Court.

19. ~~18.~~ **THIS COURT ORDERS** that during the Stay Period, no Person having any agreements or arrangements with the owners, operators, managers or landlords of commercial shopping centres or other commercial properties (including retail, office and industrial (warehouse) properties) in which there is located a store, office or warehouse owned or operated by Hudson’s Bay Canada shall take any Proceedings or exercise any rights or remedies under such agreements or arrangements that may arise upon and/or as a result of the making of the Initial Order, any declarations of insolvency by the Applicants or as a result of any steps taken by Hudson’s Bay Canada pursuant to the Initial Order, and, without limiting the generality of the foregoing, no Person shall terminate, accelerate, suspend, amend, modify, determine or cancel any such arrangement or agreement or be entitled to exercise any rights or remedies in connection therewith, including with respect to any Lease.

NO EXERCISE OF RIGHTS OR REMEDIES

20. ~~19.~~ **THIS COURT ORDERS** that during the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being “**Persons**” and each being a “**Person**”) against or in respect of Hudson’s Bay Canada or the Monitor, or their respective employees, directors, officers, advisors and representatives acting in such capacities or affecting Hudson’s Bay Canada’s Business or Hudson’s Bay Canada’s Property, are hereby stayed and suspended except with the prior written consent of Hudson’s Bay Canada and the Monitor, or leave of this Court, provided that nothing in this Order shall (a) empower Hudson’s Bay Canada to carry on any business which they are not lawfully entitled to carry on, (b) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by Section 11.1 of the CCAA, (c)

prevent the filing of any registration to preserve or perfect a security interest, or (d) prevent the registration of a claim for lien.

NO INTERFERENCE WITH RIGHTS

21. ~~20.~~ **THIS COURT ORDERS** that during the Stay Period, no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by Hudson's Bay Canada, including but not limited to renewal rights in respect of existing insurance policies on the same terms, except with the prior written consent of Hudson's Bay Canada and the Monitor, or with leave of this Court.

CONTINUATION OF SERVICES

22. ~~21.~~ **THIS COURT ORDERS** that during the Stay Period, all Persons having oral or written agreements with Hudson's Bay Canada or statutory or regulatory mandates for the supply of goods and/or services, including without limitation all computer software, communication and other data services, centralized banking services, cash management services, payment processing services, payroll and benefit services, insurance, freight services, transportation services, customs clearing, warehouse and logistic services, utility or other services to Hudson's Bay Canada's Business or Hudson's Bay Canada are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply or license of such goods or services as may be required by Hudson's Bay Canada and that Hudson's Bay Canada shall be entitled to the continued use of their current premises, telephone numbers, facsimile numbers, internet addresses, email addresses, social media accounts, and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of the Initial Order are paid by Hudson's Bay Canada in accordance with normal payment practices of Hudson's Bay Canada or such other practices as may be agreed upon by the supplier or service provider and each of the Hudson's Bay Canada entities and the Monitor, or as may be ordered by this Court.

NO PRE-FILING VS POST-FILING SET-OFF

23. ~~22.~~ **THIS COURT ORDERS** that no Person shall be entitled to set off any amounts that: (a) are or may become due to Hudson's Bay Canada in respect of obligations arising prior to the date of the Initial Order with any amounts that are or may become due from Hudson's Bay Canada in respect of obligations arising on or after the date of the Initial Order; or (b) are or may become due from Hudson's Bay Canada in respect of obligations arising prior to the date of the Initial Order with any amounts that are or may become due to Hudson's Bay Canada in respect of obligations arising on or after the date of the Initial Order, in each case without the consent of Hudson's Bay Canada and the Monitor, or with leave of this Court.

NON-DEROGATION OF RIGHTS

24. ~~23.~~ **THIS COURT ORDERS** that, notwithstanding anything else in this Order, (other than pursuant to Section 9), no Person shall be prohibited from requiring immediate payment for goods, services, use of leased or licensed property or other valuable consideration provided on or after the date of the Initial Order, nor shall any Person be under any obligation on or after the date of the Initial Order to advance or re-advance any monies or otherwise extend any credit to Hudson's Bay Canada. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.

KEY EMPLOYEE RETENTION PLAN

25. ~~24.~~ **THIS COURT ORDERS** that the Key Employee Retention Plan (the "**KERP**"), as described in the Second Bewley Affidavit, an unredacted copy of which is attached as Confidential Appendix "1" to the First Report, is hereby approved and the Applicants are authorized to make the payments contemplated thereunder in accordance with the terms and conditions of the KERP.

26. ~~25.~~ **THIS COURT ORDERS** that payments made by the Applicants pursuant to this Order do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

27. ~~26.~~ **THIS COURT ORDERS** that the Key Employees referred to in the KERP shall be entitled to the benefit of and are hereby granted a charge on the Property (the "**KERP**

Charge”), which charge shall not exceed an aggregate amount of \$3,000,000 to secure any payments to the Key Employees under the KERP. The KERP Charge shall have the priority as set out in paragraphs [4952](#) and [5454](#) herein.

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

[28.](#) ~~27.~~ **THIS COURT ORDERS** that during the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of Hudson’s Bay Canada with respect to any claim against the directors or officers that arose before the date of the Initial Order and that relates to any obligations of Hudson’s Bay Canada whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations.

DIRECTORS’ AND OFFICERS’ INDEMNIFICATION AND CHARGE

[29.](#) ~~28.~~ **THIS COURT ORDERS** that the Applicants shall indemnify their directors and officers against obligations and liabilities that they may incur as directors or officers of the Applicants after the commencement of the within proceedings, except to the extent that, with respect to any officer or director, the obligation or liability was incurred as a result of the director’s or officer’s gross negligence or wilful misconduct.

[30.](#) ~~29.~~ **THIS COURT ORDERS** that the directors and officers of the Applicants shall be entitled to the benefit of and are hereby granted a charge (the “**Directors’ Charge**”) on the Property, which charge shall not exceed an aggregate amount of \$49,200,000, as security for the indemnity provided in paragraph [2829](#) of this Order. The Directors’ Charge shall have the priority as set out in paragraphs [4952](#) and [5454](#) herein.

[31.](#) ~~30.~~ **THIS COURT ORDERS** that, notwithstanding any language in any applicable insurance policy to the contrary, (a) no insurer shall be entitled to be subrogated to or claim the benefit of the Directors’ Charge, and (b) the Applicants’ directors and officers shall only be entitled to the benefit of the Directors’ Charge to the extent that they do not have coverage under any directors’ and officers’ insurance policy, or to the extent that such coverage is insufficient to pay amounts indemnified in accordance with paragraph [2829](#) of this Order.

APPOINTMENT OF MONITOR

32. ~~31.~~ **THIS COURT ORDERS** that A&M is, as of the date of the Initial Order, appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the business and financial affairs of the Applicants with the powers and obligations set out in the CCAA or set forth herein and that Hudson's Bay Canada and their shareholders, partners, members, officers, directors, and Assistants shall advise the Monitor of all material steps taken by Hudson's Bay Canada pursuant to this Order, and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations and provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the Monitor's functions.

33. ~~32.~~ **THIS COURT ORDERS** that the Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:

- (a) monitor the Applicants' receipts and disbursements and the compliance with the DIP Budget or Budget (as applicable);
- (b) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, and such other matters as may be relevant to the proceedings herein;
- (c) assist the Applicants, to the extent required by the Applicants, in their dissemination of financial and other information to the DIP Agent ~~and its~~ or Agents (as applicable) and their counsel on a periodic basis as agreed to between the Applicants and the DIP Agent or Agents (as applicable), or as may reasonably be requested by the DIP Agent or Agents (as applicable);
- (d) advise the Applicants in their preparation of the Applicants' cash flow statements and reporting required by the DIP Agent or Agents (as applicable), which information shall be reviewed with the Monitor and delivered to the DIP Agent or Agents (as applicable) and its counsel on a periodic basis, or as may reasonably be requested by the DIP Agent or Agents (as applicable);
- (e) advise the Applicants in their development of a Plan and any amendments to the Plan;

- (f) assist the Applicants, to the extent required by the Applicants, with the holding and administering of creditors' or shareholders' meetings for voting on the Plan;
- (g) have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents of the Applicants, to the extent that is necessary to adequately assess Applicants' business and financial affairs or to perform its duties arising under this Order;
- (h) be at liberty to engage independent legal counsel or such other persons, as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order;
- (i) liaise and consult with any Assistants, any liquidators selected through the Liquidation Solicitation Process and any real estate advisors or other Assistants selected through the Lease Monetization Process, to the extent required, with respect to all matters related to the Property, the Business, and such other matters as may be relevant to the proceedings herein; and
- (j) perform such other duties as are required by this Order or by this Court from time to time.

34. ~~33.~~ **THIS COURT ORDERS** that the Monitor shall not take possession of Hudson's Bay Canada's Property and shall take no part whatsoever in the management or supervision of the management of Hudson Bay Canada's Business and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of Hudson's Bay Canada's Business or Hudson's Bay Canada's Property, or any part thereof.

35. ~~34.~~ **THIS COURT ORDERS** that nothing herein contained shall require the Monitor to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of Hudson's Bay Canada's Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act, 1999*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, the *Ontario Occupational*

Health and Safety Act, the British Columbia *Environmental Management Act*, the British Columbia *Riparian Areas Protection Act*, the British Columbia *Workers Compensation Act*, the *Alberta Environmental Protection and Enhancement Act*, the *Alberta Water Act*, the *Alberta Occupational Health and Safety Act*, the *Manitoba Environment Act*, the *Manitoba Contaminated Sites Remediation Act*, the *Manitoba Workplace Safety and Health Act*, the *Quebec Environmental Quality Act*, the *Quebec Act Respecting Occupation Health and Safety*, *The Environmental Management and Protection Act, 2010* (Saskatchewan), *The Agricultural Operations Act* (Saskatchewan), *The Dangerous Goods Transportation Act* (Saskatchewan), *The Saskatchewan Employment Act*, *The Emergency Planning Act* (Saskatchewan), *The Water Security Agency Act* (Saskatchewan), the Nova Scotia *Environment Act*, the Nova Scotia *Water Resources Protection Act*, or the Nova Scotia *Occupational Health and Safety Act*,⁻ and the regulations thereunder (the “**Environmental Legislation**”), provided however that nothing herein shall exempt the Monitor from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Monitor shall not, as a result of this Order, or anything done in pursuance of the Monitor’s duties and powers under this Order, be deemed to be in Possession of any of Hudson’s Bay Canada’s Property within the meaning of any Environmental Legislation, unless it is actually in possession.

36. ~~35.~~ **THIS COURT ORDERS** that that the Monitor shall provide any creditor of the Applicants and the DIP ~~Lender~~ Agent or Agents (as applicable) with information provided by the Applicants in response to reasonable requests for information made in writing by such creditor addressed to the Monitor. The Monitor shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Monitor has been advised by the Applicants is confidential, the Monitor shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Monitor and the Applicants may agree.

37. ~~36.~~ **THIS COURT ORDERS** that, in addition to the rights and protections afforded the Monitor under the CCAA or as an officer of this Court, the Monitor shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Monitor by the CCAA or any applicable legislation.

38. ~~37.~~ **THIS COURT ORDERS** that the Monitor, counsel to the Monitor and counsel to the Applicants shall be paid their reasonable fees and disbursements (including pre-filing fees and

disbursements), in each case at their standard rates and charges, whether incurred prior to, on or subsequent to, the date of the Initial Order by the Applicants, as part of the costs of these proceedings. The Applicants are hereby authorized and directed to pay the accounts of the Monitor, counsel for the Monitor and counsel for the Applicants bi-weekly or on such other terms as such parties may agree. In addition, the Applicants are hereby authorized to pay to the Monitor and counsel to the Monitor, retainers in the amounts of \$200,000 each, to be held by them as security for payment of their respective fees and disbursements outstanding from time to time.

39. ~~38.~~ **THIS COURT ORDERS** that the Monitor and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Monitor and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

40. ~~39.~~ **THIS COURT ORDERS** that the Applicants' counsel, Reflect Advisors, LLC ("**Reflect**"), the Monitor, and its counsel shall be entitled to the benefit of and are hereby granted a charge (the "**Administration Charge**") on the Property, which charge shall not exceed an aggregate amount of \$2,800,000 as security for their professional fees and disbursements incurred at the standard rates and charges of the Monitor and such counsel, both before and after the making of this Order in respect of these proceedings. The Administration Charge shall have the priority as set out in paragraphs ~~49~~52 and ~~51~~54 hereof.

APPROVAL OF ADVISOR AGREEMENT

41. ~~40.~~ **THIS COURT ORDERS** that the agreement dated February 14, 2025, engaging Reflect Advisors, LLC ("**Reflect**") as financial advisor to Hudson's Bay in the form attached as Exhibit "F" to the Second Bewley Affidavit (the "**Reflect Engagement Agreement**"), and the retention of Reflect under the terms thereof, is hereby approved and ratified and the Applicants are authorized and directed to make the payments contemplated thereunder in accordance with the terms and conditions of the Reflect Engagement Agreement.

DIP FACILITY

42. ~~41.~~ **THIS COURT ORDERS** that Hudson's Bay_s is hereby authorized and empowered to obtain and borrow under the DIP Facility from the DIP Lenders in accordance with and subject to the ~~A&R-DIP Agreement~~Term Sheet provided that such borrowings shall not individually or in

the aggregate exceed \$~~23,000,000~~16 million in order to finance the working capital requirements, and other general corporate purposes and capital expenditures of itself and 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, and The Bay Limited Partnership (collectively, the “**Loan Parties**”).

43. ~~42.~~ **THIS COURT ORDERS** that such DIP Facility shall be on the terms and subject to the conditions set forth in the ~~A&R-DIP Agreement (subject to such non-material modifications as agreed to by the parties to the A&R-DIP Agreement and consented to by the Monitor)~~Term Sheet between the Loan Parties and the DIP Lenders dated as of March ~~177~~, 2025, appended ~~Appendix B as~~ Exhibit “D” to the First ~~Report~~Bewley Affidavit (the “~~A&R-DIP Agreement~~Term Sheet”).

44. ~~43.~~ **THIS COURT ORDERS** that the Loan Parties are hereby authorized and empowered to execute and deliver such agreements, instruments, mortgages, charges, hypothecs and security documents, guarantees and other definitive documents (collectively with the ~~A&R-DIP Agreement~~Term Sheet, the “**Definitive Documents**”), as may be contemplated by the ~~A&R-DIP Agreement~~Term Sheet or as may be reasonably required by the DIP Lenders pursuant to the terms thereof, and the Loan Parties are hereby authorized and directed to pay and perform all of their indebtedness, interest, fees, liabilities and obligations to the DIP Lenders under and pursuant to the Definitive Documents (collectively, the “**DIP Obligations**”) as and when the same become due and are to be performed, notwithstanding any other provision of this Order.

45. ~~44.~~ **THIS COURT ORDERS** that the DIP Agent, for the benefit of itself and the DIP Lenders, is hereby granted a charge (the “**DIP Charge**”) on the Loan Parties’ Property as security for the DIP Obligations, which DIP Charge shall be in the aggregate amount of the DIP Obligations outstanding at any given time under the Definitive Documents. The DIP Charge shall not secure an obligation that exists before the date of the Initial Order. The DIP Charge shall have the priority as set out in paragraphs ~~49~~52 and ~~51~~54 hereof.

46. ~~45.~~ **THIS COURT ORDERS** that, notwithstanding any other provision of this Order:

- (a) the DIP Agent may take such steps from time to time as it may deem necessary or appropriate to file, register, record or perfect the DIP Charge or the Definitive Documents;
- (b) upon the occurrence of an event of default under the Definitive Documents or the DIP Charge, the DIP Agent on behalf of the DIP Lenders, (i) upon three business days' notice to the Loan Parties and the Monitor, may exercise any and all of its rights and remedies against the Loan Parties or the Loan Parties' Property under or pursuant to the Definitive Documents and the DIP Charge, including without limitation to apply to this Court for the appointment of a receiver, receiver and manager or interim receiver or for a bankruptcy order against the Loan Parties and for the appointment of a trustee in bankruptcy of the Loan Parties, or to seize and retain proceeds from the sale of the Property and the cash flow of the Loan Parties to repay amounts owing to the DIP Lenders in accordance with the Definitive Documents (subject in each case to the priorities set out in paragraph ~~49~~39 of this Order), and (ii) immediately upon providing written notice of the occurrence of an Event of Default to the Loan Parties and the Monitor, may cease making advances to Hudson's Bay and set off and/or consolidate any amounts owing by the DIP Lenders to the Loan Parties against the obligations of the Loan Parties to the DIP Lenders under the Definitive Documents or the DIP Charge, and make demand, accelerate payment and give other notices; and
- (c) the foregoing rights and remedies of the DIP Agent and the DIP Lenders shall be enforceable against any trustee in bankruptcy, interim receiver, receiver or receiver and manager of the Loan Parties or the Loan Parties' Property.

47. ~~46.~~ **THIS COURT ORDERS AND DECLARES** that the DIP Agent and the DIP Lenders be treated as unaffected in any ~~Plan~~plan of arrangement or compromise under the CCAA, or any proposal filed under the ~~Bankruptcy and Insolvency Act (Canada)~~BIA, with respect to any advances made under the Definitive Documents.

48. ~~47.~~ **THIS COURT ORDERS AND DECLARES** that this Order is subject to provisional execution and that if any of the provisions of this Order in connection with the Definitive Documents or the DIP Charge shall subsequently be stayed, modified, varied, amended, reversed or vacated in whole or in part (collectively, a "**Variation**"), such Variation shall not in

any way impair, limit or lessen the priority, protections, rights or remedies of the DIP Agent and the DIP Lenders, whether under this Order (as made prior to the Variation), under the Definitive Documents with respect to any advances made or obligations incurred prior to the DIP Lenders being given notice of the Variation, and the DIP Lenders shall be entitled to rely on this Order as issued (including, without limitation, the DIP Charge) for all advances so made and other obligations set out in the Definitive Documents.

49. **THIS COURT ORDERS** that the Loan Parties are hereby authorized and directed to repay all DIP Financing Obligations (as defined in the DIP Term Sheet) in accordance with a payout statement to be provided by the DIP Agent and reviewed by the Monitor. Following such repayment, the DIP Charge shall be terminated, released and discharged without any further act or formality, provided that such repayment and termination of the DIP Charge shall not be effective until the Monitor's independent counsel has rendered an opinion confirming the validity and enforceability of the security interests of the ABL Lender.

RESTRUCTURING SUPPORT AGREEMENT

50. **THIS COURT ORDERS** that the Restructuring Support Agreement substantially in the form of the Restructuring Support Agreement attached as Exhibit "A" to the Third Bewley Affidavit, subject to such non-material amendments as may be agreed upon by the parties thereto and consented to by the Monitor, is hereby approved and the Loan Parties are authorized to enter into the Restructuring Support Agreement with the ABL Agent, the FILO Agent, and the Pathlight Agent.

51. ~~48.~~ **THIS COURT ORDERS** that the ~~Applicants~~ Loan Parties are hereby directed, within three weeks of the date hereof, in accordance with the DIP Budget ~~and prior to any payments with respect to the A&R DIP Agreement, or Budget (as applicable) to~~ utilize cash receipts from the sale of inventory to:

- (a) cash collateralize the obligations set out in section ~~25~~13(e)(i) of the ~~A&R~~ DIP Restructuring Support Agreement in the manner set out therein; and

- (b) subject to prior confirmation of the validity and enforceability of the security interests of the ABL ~~Lender~~Agent by the Monitor's independent counsel, repay (including by way of ~~application by~~authorizing the ABL ~~Lender of~~Agent to apply all cash held in the bank account ending ~~xx8203~~XX8203) all such obligations set out in section ~~25(e)(i) of the A&R DIP Agreement as they come due and owing in the manner set out in section 25~~13(e)(ii) of the ~~A&R DIP~~Restructuring Support Agreement as they come due and owing,-

provided, however, that in the event that the ABL Lender releases cash collateral back to the ~~Applicants~~Loan Parties, such cash collateral will be deposited into the Monitor's Trust Account (as defined in the ~~A&R DIP~~Restructuring Support Agreement) and will not be available to be reborrowed, will not be made available to the Applicants and will be distributed in accordance with the Priority Waterfall (as defined in the Restructuring Support Agreement) and on the terms of an order granted by the Court approving such distribution.

~~VALIDITY AND PRIORITY OF~~ CHARGES CREATED BY THIS ORDER

52. ~~49.~~ **THIS COURT ORDERS** that the priorities of the Administration Charge, the KERP Charge, the Directors' Charge, the DIP Charge, and the ~~KERP~~JV Rent Charge (collectively, the "**Charges**"), as among them, shall be as follows:

With respect to all Property other than the Loan Parties':

First - Administration Charge (to the maximum amount of \$2,800,000);

Second – KERP Charge (to the maximum amount of \$3,000,000~~and~~);

Third – Directors' Charge (to the maximum amount of \$~~49,200,000~~13,500,000);

Fourth – DIP Charge;

Fifth – JV Rent Charge; and

Sixth – Directors' Charge (to the maximum amount of \$35,700,000).

With respect to the Loan Parties' Property, subject in all cases to the Priority Waterfall (as defined in the ~~A&R-DIP~~DIP Restructuring Support Agreement), as amongst themselves, the priorities of the Charges shall be as follows:

<u>DIP Restructuring Support</u>			
1 st	Administration Charge (to the maximum amount of \$2,800,000).	Administration Charge (to the maximum amount of \$2,800,000).	Administration Charge (to the maximum amount of \$2,800,000).
2 nd	KERP Charge (to the maximum amount of \$3,000,000).	KERP Charge (to the maximum amount of \$3,000,000).	KERP Charge (to the maximum amount of \$3,000,000).
3 rd	All amounts owing under the Revolving Credit Facility and FILO Credit Facility (other than Excess ABL Obligations).	All amounts owing under the Pathlight Credit Facility (other than Excess Term Loan Obligations).	Directors' Charge (to the maximum amount of \$13,500,000).
4 th	Directors' Charge (to the maximum amount of \$13,500,000).	All amounts owing under the Revolving Credit Facility and FILO Credit Facility (other than Excess ABL Obligations).	DIP Charge.
5 th	DIP Charge.	Directors' Charge (to the maximum amount of \$13,500,000).	Directors' JV Rent Charge (to the maximum amount of \$35,700,000).
6 th	Directors' JV Rent Charge (to the maximum amount of \$35,700,000).	DIP Charge.	<u>Directors' Charge (to the maximum amount of \$35,700,000).</u>
<u>7th</u>	<u>Directors' Charge (to the maximum amount of \$35,700,000).</u>	<u>JV Rent Charge.</u>	
7th <u>8th</u>	Term Loan Obligations <u>All amounts owing under the Pathlight Credit Facility (other than Excess Term Loan Obligations).</u>	Directors' Charge (to the maximum amount of \$35,700,000).	

53. ~~50.~~ **THIS COURT ORDERS** that the filing, registration or perfection of the Charges shall not be required, and that the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.

54. ~~51.~~ **THIS COURT ORDERS** that the Charges shall constitute a charge on the Property and shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, claims of secured creditors, statutory or otherwise (collectively, "**Encumbrances**") in favour of any Person ~~(except for the DIP Charge, which shall only constitute a charge on the Loan Parties' Property, and rank behind the security interests of the ABL Agent, the FILO Agent, the ABL Lenders, the Pathlight Agent, and the Pathlight Lenders but in priority to all other Encumbrances).~~

55. ~~52.~~ **THIS COURT ORDERS** that except as otherwise expressly provided for herein, the Applicants shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, any of the Charges, unless the Applicants also obtain the prior written consent of the Monitor, the DIP Agent, and the beneficiaries of the Administration Charge the Directors' Charge, ~~and~~ the KERP Charge and the JV Rent Charge or further Order of this Court.

56. ~~53.~~ **THIS COURT ORDERS** that the Administration Charge, the Directors' Charge, the KERP Charge, the DIP Definitive Documents ~~and~~, the DIP Charge, and the JV Rent Charge shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Charges (collectively, the "**Chargees**") and/or the DIP Lenders thereunder shall not otherwise be limited or impaired in any way by (a) the pendency of these proceedings and the declarations of insolvency made herein; (b) any application(s) for bankruptcy order(s) issued pursuant to BIA, or any bankruptcy order made pursuant to such applications; (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (d) the provisions of any federal, provincial or other statutes; or (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an "**Agreement**") which binds the Applicants, and notwithstanding any provision to the contrary in any Agreement:

- (a) neither the creation of the Charges nor the execution, delivery, perfection, registration or performance of the Definitive Documents shall create or be deemed to constitute a breach by the Applicants of any Agreement to which they are a party;
- (b) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the Loan Parties entering into the Definitive Documents, the creation of the Charges, or the execution, delivery or performance of the Definitive Documents; and
- (c) the payments made by the Applicants pursuant to this Order, the Definitive Documents, and the granting of the Charges, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

57. ~~54.~~ **THIS COURT ORDERS** that any Charge created by this Order over leases of real property in Canada shall only be a Charge in the Applicants' interest in such real property leases.

SEALING

58. ~~55.~~ **THIS COURT ORDERS** that Confidential Appendix "1" to the First Report is hereby sealed pending further order of the Court, and shall not form part of the public record.

INSURANCE FINANCING

59. THIS COURT ORDERS that Hudson's Bay is authorized to enter into one or more Continuous Premium Instalment Contracts (each a "**PIC**") with Imperial PFS Payments Canada, ULC ("**IPFS**") pursuant to which IPFS shall provide financing to Hudson's Bay for the purchase of one or more policies of insurance (the "**Financed Policies**").

60. THIS COURT ORDERS that in the event of a payment default under a PIC, IPFS shall be permitted without further order of the Court, to exercise its rights under the PIC to cancel the Financed Policies and to receive any unearned premiums (the "**Unearned Premiums**") that may be refunded by the insurers as a result of same.

61. THIS COURT ORDERS that, notwithstanding any other provision of this Order or any other order issued in these proceedings, none of the Charges or Encumbrances existing as of the date hereof or any further charges that may be created in these proceedings, shall apply to the Unearned Premiums.

SERVICE AND NOTICE

62. ~~56.~~ **THIS COURT ORDERS** that the Monitor shall (a) without delay, publish in The Globe and Mail (National Edition) a notice containing the information prescribed under the CCAA, (b) within five days after the date of this Order, (i) make this Order publicly available in the manner prescribed under the CCAA, (ii) send, in the prescribed manner, a notice to every known creditor who has a claim against the Applicants of more than \$1000, and (iii) prepare a list showing the names and addresses of those creditors and the estimated amounts of those claims, and make it publicly available in the prescribed manner, all in accordance with Section 23(1)(a) of the CCAA and the regulations made thereunder, provided that the Monitor shall not make the claims, names and addresses of any individual persons who are creditors available.

63. ~~57.~~ **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the "Protocol") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05, this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the *Rules of Civil Procedure*. Subject to Rule 3.01(d) of the *Rules of Civil Procedure* and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL: alvarezandmarsal.com/HudsonsBay

64. ~~58.~~ **THIS COURT ORDERS** that the Applicants, the Monitor and their respective counsel are at liberty to serve or distribute this Order, and other materials and orders as may be reasonably required in these proceedings, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to the Applicants' creditors or other interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or judicial obligation and notice requirements within

the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS).

65. ~~59.~~ **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Applicants and the Monitor are at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Applicants' creditors or other interested parties at their respective addresses as last shown on the records of the Applicants and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

GENERAL

66. ~~60.~~ **THIS COURT ORDERS** that the Applicants or the Monitor may from time to time apply to this Court to amend, vary or supplement this Order or for advice and directions in the discharge of their powers and duties hereunder.

67. ~~61.~~ **THIS COURT ORDERS** that nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager, or a trustee in bankruptcy of any Hudson's Bay Canada entity, the Business or the Property.

68. ~~62.~~ **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States, to give effect to this Order and to assist the Applicants, the Monitor and their respective ~~agents~~ DIP Agent or Agents (as applicable) 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 Applicants and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicants and the Monitor and their respective ~~agents~~ DIP Agent or Agents (as applicable) in carrying out the terms of this Order.

69. ~~63.~~ **THIS COURT ORDERS** that each of the Applicants and the Monitor shall be at liberty and are hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in

carrying out the terms of this Order, and that the Monitor is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

| 70. ~~64.~~ **THIS COURT ORDERS** that, subject to paragraph ~~47,~~48 any interested party (including the Applicants and the Monitor) may apply to this Court to vary or amend this Order on not less than seven (7) days notice to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

71. ~~65.~~ **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Eastern/Daylight Time on the date of this Order.

	ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST) Proceeding commenced at Toronto
	AMENDED AND RESTATED INITIAL ORDER (MARCH 17²¹, 2025)
	STIKEMAN ELLIOTT LLP Barristers & Solicitors 5300 Commerce Court West 199 Bay Street Toronto, Canada M5L 1B9 Ashley Taylor LSO#: 39932E Email: ataylor@stikeman.com Tel: +1 416-869-5236 Elizabeth Pillon LSO#: 35638M Email: lpillon@stikeman.com Tel: +1 416-869-5623 Maria Konyukhova LSO#: 52880V Email: mkonyukhova@stikeman.com Tel: +1 416-869-5230 Philip Yang LSO#: 82084O Email: PYang@stikeman.com Tel: +1 416-869-5593 Brittney Ketwaroo LSO#: 89781K Email: bketwaroo@stikeman.com Tel: +1 416-869-5524 Lawyers for the Applicants

TAB 6

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE MR.) FRIDAY, THE 21st
JUSTICE OSBORNE) DAY OF MARCH, 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 YSS 1 LP INC., HBC YSS 2 LP INC., HBC HOLDINGS GP
INC., SNOSPMIS LIMITED, 2472596 ONTARIO INC., and 2472598 ONTARIO INC.

LIQUIDATION SALE APPROVAL ORDER

THIS MOTION, made by 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 YSS 1 LP Inc., HBC YSS 2 LP Inc., HBC Holdings GP Inc., Snospmis Limited, 2472596 Ontario Inc., and 2472598 Ontario Inc. (collectively, the "**Applicants**" or the "**Merchants**"), pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), for an order, among other things, (a) approving the consulting agreement between the Applicants and Hilco Merchant Retail Solutions ULC (the "**Consultant**") dated as of March 14, 2025 (as may be amended and/or restated in accordance with the terms of this Order, the "**Consulting Agreement**") and the transactions contemplated thereby, and (b) granting certain related relief, was heard this day at 330 University Avenue, Toronto, Ontario and via videoconference.

ON READING the Notice of Motion of the Applicants, the affidavit of Jennifer Bewley sworn March 14, 2025, and the Exhibits thereto (the "**Second Bewley Affidavit**"), the pre-filing report of Alvarez & Marsal Canada Inc. ("**A&M**"), in its capacity as proposed monitor of the Applicants dated March 7, 2025, and the First Report of A&M, in its capacity as monitor of the Applicants (in such capacity, the "**Monitor**") dated March 16, 2025 (the "**First Report**"), and on hearing the submissions of counsel to the Applicants, counsel to the Monitor, the Monitor, and

such other counsel as were present, no one else appearing although duly served as appears from the Affidavit of Service of Brittney Ketwaroo sworn March 17, 2025.

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 any capitalized term used and not defined herein shall have the meaning ascribed thereto in the Amended and Restated Initial Order in these proceedings dated March 21, 2025 (the “**Amended and Restated Initial Order**”), the Sales Guidelines (as defined below), or the Consulting Agreement (attached as Exhibit “G” to the Second Bewley Affidavit), as applicable.

THE CONSULTING AGREEMENT

3. **THIS COURT ORDERS** that the Consulting Agreement (save and except the ability to include Additional Consultant Goods from suppliers which are not existing suppliers of the Merchants as contemplated in section “H” therein), and including the sale guidelines attached as Schedule “A” hereto (the “**Sale Guidelines**”), and the transactions contemplated thereunder are hereby approved, and that the execution of the Consulting Agreement by the Applicants is hereby approved, authorized, and ratified, *nunc pro tunc*, with such minor amendments to the Consulting Agreement (but not the Sale Guidelines) as the Merchants (with the consent of the Monitor) and the Consultant may agree to in writing. Subject to the provisions of this Order and the Amended and Restated Initial Order, the Merchants are hereby authorized and directed to take any and all actions as may be necessary or desirable to implement the Consulting Agreement and the transactions contemplated therein. Without limiting the foregoing, the Merchants are authorized to execute any other agreement, contract, deed or document, or take any other action, that is necessary or desirable to give full and complete effect to the Consulting Agreement.

THE SALE

4. **THIS COURT ORDERS** that the Merchants, with the assistance of the Consultant, are authorized to conduct the Sale in accordance with this Order, the Consulting Agreement and the Sale Guidelines and to advertise and promote the Sale within the Stores in accordance with the Sale Guidelines. If there is a conflict between this Order, the Consulting Agreement and the Sale

Guidelines, the order of priority of documents to resolve such conflicts is as follows: (a) this Order; (b) the Sale Guidelines; and (c) the Consulting Agreement.

5. **THIS COURT ORDERS** that, subject to paragraph 15 of the Amended and Restated Initial Order, the Merchants, with the assistance of the Consultant, are authorized to market and sell, or otherwise dispose of, the Merchandise, FF&E and Additional Goods on a “final sale” and/or “as is” basis in accordance with the Sale Guidelines and the Consulting Agreement, free and clear of all liens, claims, encumbrances, security interests, mortgages, charges, trusts, deemed trusts, executions, levies, and financial, monetary or other claims, whether or not such claims have attached or been perfected, registered or filed and whether secured, unsecured, quantified or unquantified, contingent or otherwise, whensoever and howsoever arising, and whether such claims arose or came into existence prior to or following the date of this Order (in each case, whether contractual, statutory, arising by operation of law, in equity or otherwise) (all of the foregoing, collectively “**Claims**”), including, without limitation, (a) the Administration Charge, the Directors’ Charge, the KERP Charge, the DIP Lender’s Charge, and any other charges hereafter granted by this Court in these proceedings (collectively, the “**CCAA Charges**”); and (b) all Claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario), *Personal Property Security Act* (Alberta), *Personal Property Security Act* (British Columbia), *Personal Property Security Act* (Manitoba), *Personal Property Security Act, 1993* (Saskatchewan), *Personal Property Security Act* (Nova Scotia), *Civil Code of Quebec* or any other personal or movable property registration system (all of such Claims (including the CCAA Charges) collectively referred to herein as the “**Encumbrances**”), which Encumbrances will attach instead to the proceeds of the Sale (other than amounts specified in paragraph 15 of this Order) in the same order and priority as they existed immediately prior to the Sale.

6. **THIS COURT ORDERS** that, subject to the terms of this Order, the Amended and Restated Initial Order and the Sale Guidelines, the Consultant shall have the right to enter and use the Stores and Distribution Centres and all related services and all facilities and all furniture, trade fixtures and equipment, including the FF&E, for the purpose of conducting the Sale in accordance with the terms of the Consulting Agreement, the Sale Guidelines, and this Order, and for such purposes, the Consultant shall be entitled to the benefit of the stay of proceedings granted in favour of the Applicants under the Amended and Restated Initial Order, as such stay of proceedings may be extended by further Order of the Court.

7. **THIS COURT ORDERS** that until two weeks following the Sale Termination Date (which shall in no event be later than June 30, 2025, or such later date as may be agreed between the Merchant and Consultant or ordered by this Court), the Consultant shall have access to (a) the Stores in accordance with the applicable Leases and (b) the Distribution Centres in accordance with the applicable contractual agreements between the applicable Applicant or Applicants or Non-Applicant Stay Parties and the third party operator of the applicable Distribution Centre, in each case in accordance with the Sale Guidelines, as applicable, and on the basis that the Consultant is assisting the Merchants, and the Merchants have granted their right of access to the Stores and Distribution Centres to the Consultant, in accordance with the terms of the Consulting Agreement, the Sale Guidelines, and this Order. To the extent that the terms of the applicable Leases are in conflict with any term of this Order or the Sale Guidelines, the terms of this Order and the Sale Guidelines shall govern. With respect to the Distribution Centres, the Consultants shall be deemed to be authorized representatives of the Merchants.

8. **THIS COURT ORDERS** that nothing in this Order shall amend or vary, or be deemed to amend or vary, the terms of the Leases. Nothing contained in this Order or the Sale Guidelines shall be construed to create or impose upon the Merchants or the Consultant any additional restrictions not contained in the applicable Lease.

9. **THIS COURT ORDERS** that, subject to and in accordance with the Consulting Agreement, the Sale Guidelines and this Order, the Consultant is authorized to advertise and promote the Sale, without further consent of any Person other than (a) the Merchants and the Monitor as provided under the Consulting Agreement; or (b) a Landlord as provided under the Sale Guidelines.

10. **THIS COURT ORDERS** that until the Sale Termination Date (which shall in no event be later than June 15, 2025, or such later date as may be agreed between the Merchant, Consultant, and applicable Landlord, or ordered by this Court), the Consultant shall have the right to use, without interference by any Person (including any licensor), all licenses and rights granted to the Merchants to use trade names, trademarks, logos, copyrights or other intellectual property of any Person, solely for the purpose of advertising and conducting the Sale of the Merchandise, FF&E and the Additional Goods in accordance with the terms of the Consulting Agreement, the Sale Guidelines, and this Order. Any Person with access to such information, shall cooperate and provide access to such information to the Consultant to facilitate the Sale.

11. **THIS COURT ORDERES** that notwithstanding any other term contained herein and paragraph 11 of the ARIO, on or before July 15, 2025, the Applicants shall send a notice of disclaimer with respect to any Lease that is not subject to a Successful Bid pursuant to the SISP or the Lease Monetization Order that has not been terminated in accordance with terms thereof (each as defined in the Lease Monetization Order and SISP Order in these proceedings dated March 21, 2025).

CONSULTANT LIABILITY

12. **THIS COURT ORDERES** that the Consultant shall act solely as an independent consultant to the Merchants and that it shall not be liable for any claims against the Merchants other than as expressly provided in the Consulting Agreement (including the Consultant's indemnity obligations thereunder) or the Sale Guidelines and, for greater certainty:

- (a) the Consultant shall not be deemed to be an owner or in possession, care, control or management of the Stores or the Distribution Centres, of the assets located therein or associated therewith or of the Merchants' employees located at the Stores, or the Distribution Centres or of any other property of the Merchants;
- (b) the Consultant shall not be deemed to be an employer, or a joint or successor employer, related or common employer or payor within the meaning of any legislation, statute or regulation or rule of law or equity governing employment, labour standards, pension benefits or health and safety for any purpose whatsoever in relation to the Merchants' employees, and shall not incur any successorship liabilities whatsoever (including without limitation, losses, costs, damages, fines or awards); and
- (c) subject to and without limiting the Consultant's indemnification of the Merchant Indemnified Parties pursuant to the Consulting Agreement, the Consultant shall bear no responsibility for any liability whatsoever (including without limitation, losses, costs, damages, fines or awards) relating to Claims of customers, the Merchants' employees and any other Persons arising from events occurring at the Stores during and after the term of the Sale or at the Distribution Centres, or otherwise in connection with the Sale, except to the extent that such Claims are the result of events or circumstances caused or contributed to by the gross negligence or wilful misconduct of the Consultant, its employees, Supervisors, independent contractors, agents or other representatives, or otherwise in accordance with the Consulting Agreement.

13. **THIS COURT ORDERS** that, to the extent (a) any Landlord has a claim against a Merchant arising solely out of the conduct of the Consultant in conducting the Sale; and (b) such Merchant has a claim against the Consultant under the Consulting Agreement arising from such conduct, such Merchant shall be deemed to have assigned such claim against the Consultant under the Consulting Agreement free and clear to the applicable Landlord (the “**Assigned Landlord Rights**”); provided that, each such Landlord shall only be permitted to advance the Assigned Landlord Rights against the Consultant if written notice, including the reasonable details of such claim, is provided by such Landlord to the Consultant, the Merchants and the Monitor during the period commencing on the Sale Commencement Date and ending on the date that is thirty (30) days following the Sale Termination Date for the applicable Store(s); provided, however, that, the Landlords shall be provided with access to the Stores to inspect the Stores within fifteen (15) days following the two weeks following the Sale Termination Date for the applicable Store(s).

CONSULTANT AN UNAFFECTED CREDITOR

14. **THIS COURT ORDERS** that the Consulting Agreement shall not be repudiated, resiliated or disclaimed by the Merchants nor shall the claims of the Consultant pursuant to the Consulting Agreement be compromised or arranged pursuant to any Plan or compromise among the Merchants and their creditors, or any other transaction involving the sale of the Merchants’ assets and business, including without limitation, a sale of the Merchants’ assets or the Merchants’ shares, however implemented (each, a “**Transaction**”). For greater certainty, the Consultant shall be treated as an unaffected creditor in these proceedings, under any Plan or Transaction.

15. **THIS COURT ORDERS** that the Merchants are hereby authorized and directed, in accordance with the Consulting Agreement, to remit all amounts that become due to the Consultant thereunder.

16. **THIS COURT ORDERS** that no Encumbrances shall attach to any amounts payable or to be credited or reimbursed to, or retained by, the Consultant pursuant to the Consulting Agreement, including without limitation any amounts to be reimbursed by any Merchant to the Consultant pursuant to the Consulting Agreement (including, for greater certainty, the proceeds of the Additional Goods (other than the Additional Consultant Goods Fee) which Additional Goods shall be consigned to the Merchant as a true consignment under applicable law) and at all times the Consultant will retain such amounts, free and clear of all Encumbrances, notwithstanding any enforcement or other process or Claims, all in accordance with the Consulting Agreement.

17. **THIS COURT ORDERS** that notwithstanding:

- (a) the pendency of these proceedings;
- (b) any application for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) ("**BIA**") in respect of any Applicant, or any bankruptcy order made pursuant to any such applications;
- (c) any assignment in bankruptcy made in respect of any Applicant;
- (d) the provisions of any federal, or provincial statute; or
- (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of encumbrances, contained in any existing loan documents, lease, mortgage, security agreement, debenture, sublease, offer to lease or other document or agreement to which any Applicant is a party;

the Consulting Agreement and the transactions and actions provided for and contemplated therein, including without limitation, the payment of amounts due to the Consultant and the Assigned Landlord Rights shall be binding on any trustee in bankruptcy that may be appointed in respect of the Applicants and shall not be void or voidable by any Person, including any creditor of the Applicants, nor shall they, or any of them, constitute or be deemed to be a preference, fraudulent conveyance, transfer at undervalue or other challengeable or reviewable transaction, under the CCAA or BIA or any applicable law, nor shall they constitute oppressive or unfairly prejudicial conduct under any applicable law.

PIPEDA

18. **THIS COURT ORDERS** that the Merchants are authorized and permitted to transfer to the Consultant personal information in the Merchants' custody and control solely for the purposes of assisting with and conducting the Sale and only to the extent necessary for such purposes and the Consultant is hereby authorized to make use of such personal information solely for the purposes as if it were a Merchant, subject to and in accordance with the Consulting Agreement.

GENERAL

19. **THIS COURT ORDERS** that the Applicants or the Monitor may from time to time apply to this Court to amend, vary or supplement this Order or for advice and directions in the discharge of their respective powers and duties hereunder.

20. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States, to give effect to this Order and to assist the Applicants, the Monitor and their respective 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 Applicants and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicants and the Monitor and their respective agents in carrying out the terms of this Order.

21. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Eastern /Daylight Time on the date of this Order.

SCHEDULE “A”
Sale Guidelines

SALE GUIDELINES

The following procedures (the “**Sale Guidelines**”) shall apply to the sale (the “**Sale**”) of any merchandise, inventory, furniture, fixtures and equipment at the Hudson’s Bay Company ULC Compagnie de la Baie D’Hudson SRI’s (“**Merchant**”) retail stores (collectively, the “**Stores**”), each set out in Exhibits to the Consulting Agreement (as defined below).

Terms capitalized but not defined in these Sale Guidelines have the meanings ascribed to them in the amended and restated initial order of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) granted on March 19, 2025 in the CCAA Proceedings (as may be amended and restated from time to time, the “**Initial Order**”), or the Consulting Agreement (as defined below), as applicable.

1. Except as otherwise expressly set out herein, and subject to: (i) the Order of the Court granted on March 21, 2025 in the CCAA Proceedings (the “**Approval Order**”), approving the Consulting Agreement between a contractual joint venture comprised of Hilco Merchant Retail Solutions, ULC, Gordon Brothers Canada ULC, Tiger Asset Solutions, ULC, GA Capital Solutions Canada, Inc. (fka B. Riley Retail Canada, ULC) (“**Consultant**”) and Merchant, dated March 20, 2025 (as amended from time to time, the “**Consulting Agreement**”) and the transactions contemplated thereunder, (ii) any further Order of the Court, or (iii) any subsequent written agreement between Merchant and its applicable landlord(s) (individually, a “**Landlord**” and, collectively, the “**Landlords**”) and approved by Consultant, the Sale shall be conducted in accordance with the terms of the applicable leases/or other occupancy agreements for each of the affected Stores (individually, a “**Lease**” and, collectively, the “**Leases**”). However, nothing contained herein shall be construed so as to create or impose upon Merchant or Consultant any additional restrictions not contained in the applicable Lease.
2. The Sale shall be conducted so that each of the Stores remain open during their normal hours of operation provided for in the respective Leases for the Stores until the applicable premises vacate date for each Store under the Consulting Agreement (the “**Vacate Date**”), and in all cases no later than June 30, 2025. Rent payable under the respective Leases shall be paid as provided in the Initial Order.
3. The Sale shall be conducted in accordance with applicable federal, provincial and municipal laws and regulations, unless otherwise set out herein or ordered by the Court.
4. All display and hanging signs used by Consultant in connection with the Sale shall be professionally produced and all hanging signs shall be hung in a professional manner. Notwithstanding anything to the contrary contained in the Leases, Consultant may advertise the Sale at the Stores as a “everything on sale”, “everything must go”, “store closing” or similar theme sale at the Stores (provided, however, that no signs shall advertise the Sale as a “bankruptcy”, a “liquidation” or a “going out of business” sale, unless otherwise agreed between the Consultant and Landlord, it being understood that the French equivalent of “clearance” is “liquidation” and is permitted to be used). Forthwith upon request from a Landlord, the Landlord’s counsel, Merchant or the Monitor, Consultant shall provide the proposed signage packages along with proposed dimensions by email to the applicable Landlords or to their counsel of record and the applicable Landlord shall notify Consultant of any requirement for such signage to otherwise comply with the terms of the Lease and/or the Sale Guidelines and where the provisions of the Lease conflicts with these Sale Guidelines, these Sale Guidelines shall govern. Consultant shall not use neon or day-glow signs or any handwritten signage (save that handwritten “you pay” or “topper” signs may be used). If a Landlord is concerned with “Store Closing” signs being placed in the front window of a Store or with the number or size of the signs in the front window, Merchant, Consultant and the Landlord will work together to resolve the dispute. Furthermore, with respect to enclosed mall Store locations without a separate entrance from the exterior of the enclosed mall, no exterior signs or signs in common areas of a mall shall be used unless explicitly permitted by the applicable Lease and shall otherwise be subject to all applicable laws. In addition, Consultant shall be permitted to utilize exterior banners/signs at stand alone or strip mall Stores or enclosed mall Store locations with a

separate entrance from the exterior of the enclosed mall; provided, however, that: (i) no signage in any other common areas of a mall shall be used unless explicitly permitted by the applicable Lease; and (ii) where such banners are not explicitly permitted by the applicable Lease and the applicable Landlord requests in writing that banners are not to be used, no banners shall be used absent further Order of the Court, which may be sought on an expedited basis on notice to the service list for the CCAA Proceedings. Any banners used shall be located or hung so as to make clear that the Sale is being conducted only at the affected Store and shall not be wider than the premises occupied by the affected Store. All exterior banners shall be professionally hung and to the extent that there is any damage to the facade of the premises of a Store as a result of the hanging or removal of the exterior banner, such damage shall be professionally repaired at the expense of Consultant.

5. Consultant shall be permitted to utilize sign-walkers and street signage; provided, however, such sign-walkers and street signage shall not be located on the shopping centre or mall premises.
6. Conspicuous signs shall be posted in the cash register areas of each Store to the effect that all sales are “final” and customers with any questions or complaints are to call Merchant’s hotline number.
7. Consultant shall not distribute handbills, leaflets or other written materials to customers outside of any of the Stores on Landlord’s property, save that Consultant may solicit customers in the Stores themselves. Consultant shall not use any giant balloons, flashing lights or amplified sound to advertise the Sale or solicit customers, except as explicitly permitted under the applicable Lease or agreed to by the applicable Landlord, and no advertising trucks shall be used on Landlord property or mall ring roads, except as explicitly permitted under the applicable Lease or otherwise agreed to by the Landlord.
8. At the conclusion of the Sale in each Store, Consultant shall arrange that the premises for each Store are in “broom-swept” and clean condition, and shall arrange that the Stores are in the same condition as on the commencement of the Sale, ordinary wear and tear excepted. No property of any Landlord of a Store shall be removed or sold during the Sale. No permanent fixtures (other than FF&E (as defined below) for clarity) may be removed without the applicable Landlord’s written consent unless otherwise provided by the applicable Lease and in accordance with the Initial Order and the Approval Order. In addition to the foregoing, Merchant shall remove all of its personal property including, without limitation, any inventory, trade fixtures, furnishings, furniture and equipment from each Store. With the consent of the applicable Landlord, any trade fixtures or personal property left in a Store after the applicable Vacate Date in respect of which the applicable Lease has been disclaimed by Merchant shall be deemed abandoned, with the applicable Landlord having the right to dispose of the same as the Landlord chooses, without any liability whatsoever on the part of such Landlord. Nothing in this paragraph shall derogate from or expand upon Consultant’s obligations under the Consulting Agreement.
9. Subject to the terms of paragraph 8 above, Consultant may also sell existing furniture, fixtures and equipment owned by Merchant and located in the Stores during the Sale that are (i) fully owned by Merchant; (ii) owned jointly by Merchant and one or more third-party vendors of Merchant, as directed by Merchant with the consent of the Monitor and agreed to by such third-parties; or (iii) fully owned by a third party if agreed to by such third-party and Merchant with the consent of the Monitor (collectively, the “**FF&E**”). For greater certainty, FF&E does not include any fixtures and affixed equipment that comprise all or any portion of the Stores’ mechanical, electrical, plumbing, security, HVAC, fire suppression and fire alarm or sprinkler systems. Merchant and Consultant may advertise the sale of FF&E consistent with these Sale Guidelines on the understanding that the Landlord may require such signs to be placed in discreet locations within the Stores reasonably acceptable to the applicable Landlord. Additionally, the purchasers of any FF&E sold during the Sale shall only be permitted to remove such FF&E either through the back shipping areas designated by the applicable Landlord or through other areas after regular Store business hours or, through the front door of the Store during Store business hours if such FF&E can fit in a shopping

bag, with the Landlord's supervision as required by the Landlord and in accordance with the Initial Order and the Approval Order. Consultant shall repair any damage to the Stores or the shopping mall resulting from the removal of any FF&E by Consultant or by third party purchasers of FF&E from the Consultant.

10. Consultant shall not make any alterations to interior or exterior Store lighting, except as authorized pursuant to the affected Lease. The hanging of exterior banners or other signage, where permitted in accordance with the terms of these Sale Guidelines, shall not constitute an alteration to a Store.
11. Merchant hereby provides notice to the Landlords of Merchant and Consultant's intention to sell and remove FF&E from the Stores. Consultant shall make commercially reasonable efforts to arrange with each Landlord represented by counsel on the Service List and with any other Landlord that so requests, a walk-through with Consultant to identify FF&E subject to the Sale. The relevant Landlord shall be entitled upon request to have a representative present in the applicable Stores to observe such removal. If the Landlord disputes Consultant's entitlement to sell or remove any FF&E under the provisions of the Lease, such FF&E shall remain on the premises and shall be dealt with as agreed between Merchant, Consultant and such Landlord, or by further Order of the Court upon application by Merchant on at least two (2) days' notice to such Landlord and the Monitor. If Merchant has disclaimed or resiliated the Lease governing such Store in accordance with the CCAA and the Initial Order, it shall not be required to pay rent under such Lease pending resolution of any such dispute (other than rent payable for the notice period provided for in the CCAA and the Initial Order), and the disclaimer or resiliation of the Lease shall be without prejudice to Merchant's or Consultant's claim to FF&E in dispute.
12. If a notice of disclaimer or resiliation is delivered pursuant to the CCAA and the Initial Order to a Landlord while the Sale is ongoing and the Store in question has not yet been vacated, then: (i) during the notice period prior to the effective time of the disclaimer or resiliation, the Landlord may show the affected leased premises to prospective tenants during normal business hours, on giving Merchant, the Monitor and Consultant twenty-four (24) hours' prior written notice; and (ii) at the effective time of the disclaimer or resiliation, the relevant Landlord shall be entitled to take possession of any such Store without waiver of or prejudice to any claims or rights such Landlord may have against Merchant in respect of such Lease or Store, provided that nothing herein shall relieve such Landlord of any obligation to mitigate any damages claimed in connection therewith.
13. Consultant and its agents and representatives shall have the same access rights to the Stores as Merchant under the terms of the applicable Lease, and the Landlords shall have the rights of access to the Stores during the Sale provided for in the applicable Lease (subject, for greater certainty, to any applicable stay of proceedings and the terms of the Initial Order).
14. Merchant and Consultant shall not conduct any auctions of Merchandise or FF&E at any of the Stores.
15. Consultant shall designate a party to be contacted by the Landlords should a dispute arise concerning the conduct of the Sale. The initial contact person for Consultant shall be Hilco Merchant Retail Solutions, ULC c/o Hilco Merchant Resources, LLC, 5 Revere Drive, Suite 206, Northbrook, IL 60062, Attention: T. Kellan Grant, Email: kgrant@hilcoglobal.com, with a copy to counsel to the Consultant at: Cassels Brock & Blackwell LLP, Suite 3200, Bay Adelaide Centre — North Tower, 40 Temperance St, Toronto, Ontario M5H 0B4 Canada, Attn: Monique Sassi, Esq., Email: msassi@cassels.com. If the parties are unable to resolve the dispute between themselves, the Landlord or Merchant shall have the right to schedule a "status hearing" before the Court on no less than two (2) days' written notice to the other party or parties and the Monitor, during which time Consultant shall cease all activity in dispute other than activity expressly permitted herein, pending determination of the matter by the Court; provided, however, subject to paragraph 4 of these Sale Guidelines, if a banner has been hung in accordance with these Sale Guidelines and is the subject of a dispute, Consultant shall not be required to take any such banner down pending determination of any dispute.

16. Consultant shall be entitled to include in the Sale additional inventory and other goods (“**Additional Goods**”), provided that: (i) the Additional Goods are currently in the possession or control of Merchant (including any distribution centre used by Merchant) or has previously been ordered by or on behalf of Merchant and is currently in transit to Merchant (including any distribution centre used by Merchant) or a Store, or is ordered from an existing supplier in respect of Merchant’s existing SKUs by or on behalf of a Merchant; and (ii) the additional merchandise is of like kind or category and no lesser quality to the Merchandise.
17. Nothing herein or in the Consulting Agreement is, or shall be deemed to be a sale, assignment or transfer of any Lease to the Consultant nor a consent by any Landlord to the sale, assignment or transfer of any Lease, or shall, or shall be deemed to, or grant to the Landlord any greater rights in relation to the sale, assignment or transfer of any Lease than already exist under the terms of any applicable Lease.
18. These Sale Guidelines may be amended by written agreement between Consultant, Merchant and the applicable Landlord, in consultation with the Monitor; provided, however, that such amended Sale Guidelines shall not affect or bind any other Landlord not privy thereto without further Order of the Court approving such amended Sale Guidelines.
19. If there is a conflict between the Approval Order, the Consulting Agreement and these Sale Guidelines, the order of priority of documents to resolve such conflicts is as follows: (1) the Approval Order; (2) these Sale Guidelines; and (3) the Consulting Agreement.

Ontario
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST
Proceeding commenced at Toronto

LIQUIDATION SALE APPROVAL ORDER

STIKEMAN ELLIOTT LLP
Barristers & Solicitors
5300 Commerce Court West
199 Bay Street
Toronto, Canada M5L 1B9

Ashley Taylor LSO#: 39932E
Email: ataylor@stikeman.com
Tel: +1 416-869-5236

Elizabeth Pillon LSO#: 35638M
Email: lpillon@stikeman.com
Tel: +1 416-869-5230

Maria Konyukhova LSO#: 52880V
Email: mkonyukhova@stikeman.com
Tel: +1 416-869-5230

Philip Yang LSO#: 82084O
Email: PYang@stikeman.com
Tel: +1 416-869-5593

Brittney Ketwaroo LSO#: 89781K
Email: bketwaroo@stikeman.com
Tel: +1 416-869-5524

Lawyers for the Applicants

TAB 7

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE MR JUSTICE) ~~MONDAY~~FRIDAY, THE ~~17TH~~21st
OSBORNE) DAY OF MARCH, 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 YSS 1 LP INC., HBC YSS 2 LP INC., HBC HOLDINGS GP
INC., SNOSPMIS LIMITED, 2472596 ONTARIO INC., and 2472598 ONTARIO INC.

LIQUIDATION SALE APPROVAL ORDER

THIS MOTION, made by 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 YSS 1 LP Inc., HBC YSS 2 LP Inc., HBC Holdings GP Inc., Snospmis Limited, 2472596 Ontario Inc., and 2472598 Ontario Inc. (collectively, the "**Applicants**" or the "**Merchants**"), pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), for an order, among other things, (a) approving the consulting agreement between the Applicants and Hilco Merchant Retail Solutions ULC (the "**Consultant**") dated as of March 14, 2025 (as may be amended and/or restated in accordance with the terms of this Order, the "**Consulting Agreement**") and the transactions contemplated thereby, and (b) granting certain related relief, was heard this day at 330 University Avenue, Toronto, Ontario and via videoconference.

ON READING the Notice of Motion of the Applicants, the affidavit of Jennifer Bewley sworn March 14, 2025, and the Exhibits thereto (the "**Second Bewley Affidavit**"), the pre-filing report of Alvarez & Marsal Canada Inc. ("**A&M**"), in its capacity as proposed monitor of the Applicants dated March 7, 2025, and the First Report of A&M, in its capacity as monitor of the Applicants (in such capacity, the "**Monitor**") dated March 16, 2025 (the "**First Report**"), and on

hearing the submissions of counsel to the Applicants, counsel to the Monitor, the Monitor, and such other counsel as were present, no one else appearing although duly served as appears from the Affidavit of Service of Brittney Ketwaroo sworn March 17, 2025.

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 any capitalized term used and not defined herein shall have the meaning ascribed thereto in the Amended and Restated Initial Order in these proceedings dated March ~~47~~²¹, 2025 (the “**Amended and Restated Initial Order**”), the Sales Guidelines (as defined below), or the Consulting Agreement (attached as Exhibit “G” to the Second Bewley Affidavit), as applicable.

THE CONSULTING AGREEMENT

3. **THIS COURT ORDERS** that the Consulting Agreement (save and except the ability to include Additional Consultant Goods from suppliers which are not existing suppliers of the Merchants as contemplated in section “H” therein), and including the sale guidelines attached as Schedule “A” hereto (the “**Sale Guidelines**”), and the transactions contemplated thereunder are hereby approved, and that the execution of the Consulting Agreement by the Applicants is hereby approved, authorized, and ratified, *nunc pro tunc*, with such minor amendments to the Consulting Agreement (but not the Sale Guidelines) as the Merchants (with the consent of the Monitor) and the Consultant may agree to in writing. Subject to the provisions of this Order and the Amended and Restated Initial Order, the Merchants are hereby authorized and directed to take any and all actions as may be necessary or desirable to implement the Consulting Agreement and the transactions contemplated therein. Without limiting the foregoing, the Merchants are authorized to execute any other agreement, contract, deed or document, or take any other action, that is necessary or desirable to give full and complete effect to the Consulting Agreement.

THE SALE

4. **THIS COURT ORDERS** that the Merchants, with the assistance of the Consultant, are authorized to conduct the Sale in accordance with this Order, the Consulting Agreement and the Sale Guidelines and to advertise and promote the Sale within the Stores in accordance with the Sale Guidelines. If there is a conflict between this Order, the Consulting Agreement and the Sale Guidelines, the order of priority of documents to resolve such conflicts is as follows: (a) this Order; (b) the Sale Guidelines; and (c) the Consulting Agreement.

5. **THIS COURT ORDERS** that, subject to paragraph 15 of the Amended and Restated Initial Order, the Merchants, with the assistance of the Consultant, are authorized to market and sell, or otherwise dispose of, the Merchandise, FF&E and Additional Goods on a “final sale” and/or “as is” basis in accordance with the Sale Guidelines and the Consulting Agreement, free and clear of all liens, claims, encumbrances, security interests, mortgages, charges, trusts, deemed trusts, executions, levies, and financial, monetary or other claims, whether or not such claims have attached or been perfected, registered or filed and whether secured, unsecured, quantified or unquantified, contingent or otherwise, whensoever and howsoever arising, and whether such claims arose or came into existence prior to or following the date of this Order (in each case, whether contractual, statutory, arising by operation of law, in equity or otherwise) (all of the foregoing, collectively “**Claims**”), including, without limitation, (a) the Administration Charge, the Directors’ Charge, the KERP Charge, the DIP Lender’s Charge, and any other charges hereafter granted by this Court in these proceedings (collectively, the “**CCAA Charges**”); and (b) all Claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario), *Personal Property Security Act* (Alberta), *Personal Property Security Act* (British Columbia), *Personal Property Security Act* (Manitoba), *Personal Property Security Act*, 1993 (Saskatchewan), *Personal Property Security Act* (Nova Scotia), *Civil Code of Quebec* or any other personal or movable property registration system (all of such Claims (including the CCAA Charges) collectively referred to herein as the “**Encumbrances**”), which Encumbrances will attach instead to the proceeds of the Sale (other than amounts specified in paragraph 15 of this Order) in the same order and priority as they existed immediately prior to the Sale.

6. **THIS COURT ORDERS** that, subject to the terms of this Order, the Amended and Restated Initial Order and the Sale Guidelines, the Consultant shall have the right to enter and use the Stores and Distribution Centres and all related services and all facilities and all furniture, trade fixtures and equipment, including the FF&E, for the purpose of conducting the Sale in accordance with the terms of the Consulting Agreement, the Sale Guidelines, and this

Order, and for such purposes, the Consultant shall be entitled to the benefit of the stay of proceedings granted in favour of the Applicants under the Amended and Restated Initial Order, as such stay of proceedings may be extended by further Order of the Court.

7. **THIS COURT ORDERS** that until two weeks following the Sale Termination Date (which shall in no event be later than June 30, 2025, or such later date as may be agreed between the Merchant and Consultant or ordered by this Court), the Consultant shall have access to (a) the Stores in accordance with the applicable Leases and (b) the Distribution Centres in accordance with the applicable contractual agreements between the applicable Applicant or Applicants or Non-Applicant Stay Parties and the third party operator of the applicable Distribution Centre, in each case in accordance with the Sale Guidelines, as applicable, and on the basis that the Consultant is assisting the Merchants, and the Merchants have granted their right of access to the Stores and Distribution Centres to the Consultant, in accordance with the terms of the Consulting Agreement, the Sale Guidelines, and this Order. To the extent that the terms of the applicable Leases are in conflict with any term of this Order or the Sale Guidelines, the terms of this Order and the Sale Guidelines shall govern. With respect to the Distribution Centres, the Consultants shall be deemed to be authorized representatives of the Merchants.

8. **THIS COURT ORDERS** that nothing in this Order shall amend or vary, or be deemed to amend or vary, the terms of the Leases. Nothing contained in this Order or the Sale Guidelines shall be construed to create or impose upon the Merchants or the Consultant any additional restrictions not contained in the applicable Lease.

9. **THIS COURT ORDERS** that, subject to and in accordance with the Consulting Agreement, the Sale Guidelines and this Order, the Consultant is authorized to advertise and promote the Sale, without further consent of any Person other than (a) the Merchants and the Monitor as provided under the Consulting Agreement; or (b) a Landlord as provided under the Sale Guidelines.

10. **THIS COURT ORDERS** that until the Sale Termination Date (which shall in no event be later than June 15, 2025, or such later date as may be agreed between the Merchant, Consultant, and applicable Landlord, or ordered by this Court), the Consultant shall have the right to use, without interference by any Person (including any licensor), all licenses and rights granted to the Merchants to use trade names, trademarks, logos, copyrights or other intellectual property of any Person, solely for the purpose of advertising and conducting the Sale of the

Merchandise, FF&E and the Additional Goods in accordance with the terms of the Consulting Agreement, the Sale Guidelines, and this Order. Any Person with access to such information, shall cooperate and provide access to such information to the Consultant to facilitate the Sale.

11. **THIS COURT ORDERES** that notwithstanding any other term contained herein and paragraph 11 of the ARIO, on or before July 15, 2025, the Applicants shall send a notice of disclaimer with respect to any Lease that is not subject to a Successful Bid pursuant to the SISP or the Lease Monetization Order that has not been terminated in accordance with terms thereof (each as defined in the Lease Monetization Order and SISP Order in these proceedings dated March ~~17~~21, 2025).

CONSULTANT LIABILITY

12. **THIS COURT ORDERES** that the Consultant shall act solely as an independent consultant to the Merchants and that it shall not be liable for any claims against the Merchants other than as expressly provided in the Consulting Agreement (including the Consultant's indemnity obligations thereunder) or the Sale Guidelines and, for greater certainty:

- (a) the Consultant shall not be deemed to be an owner or in possession, care, control or management of the Stores or the Distribution Centres, of the assets located therein or associated therewith or of the Merchants' employees located at the Stores, or the Distribution Centres or of any other property of the Merchants;
- (b) the Consultant shall not be deemed to be an employer, or a joint or successor employer, related or common employer or payor within the meaning of any legislation, statute or regulation or rule of law or equity governing employment, labour standards, pension benefits or health and safety for any purpose whatsoever in relation to the Merchants' employees, and shall not incur any successorship liabilities whatsoever (including without limitation, losses, costs, damages, fines or awards); and
- (c) subject to and without limiting the Consultant's indemnification of the Merchant Indemnified Parties pursuant to the Consulting Agreement, the Consultant shall bear no responsibility for any liability whatsoever (including without limitation, losses, costs, damages, fines or awards) relating to Claims of customers, the Merchants' employees and any other Persons arising from events occurring at the Stores during

and after the term of the Sale or at the Distribution Centres, or otherwise in connection with the Sale, except to the extent that such Claims are the result of events or circumstances caused or contributed to by the gross negligence or wilful misconduct of the Consultant, its employees, Supervisors, independent contractors, agents or other representatives, or otherwise in accordance with the Consulting Agreement.

13. **THIS COURT ORDERS** that, to the extent (a) any Landlord has a claim against a Merchant arising solely out of the conduct of the Consultant in conducting the Sale; and (b) such Merchant has a claim against the Consultant under the Consulting Agreement arising from such conduct, such Merchant shall be deemed to have assigned such claim against the Consultant under the Consulting Agreement free and clear to the applicable Landlord (the “**Assigned Landlord Rights**”); provided that, each such Landlord shall only be permitted to advance the Assigned Landlord Rights against the Consultant if written notice, including the reasonable details of such claim, is provided by such Landlord to the Consultant, the Merchants and the Monitor during the period commencing on the Sale Commencement Date and ending on the date that is thirty (30) days following the Sale Termination Date for the applicable Store(s); provided, however, that, the Landlords shall be provided with access to the Stores to inspect the Stores within fifteen (15) days following the two weeks following the Sale Termination Date for the applicable Store(s).

CONSULTANT AN UNAFFECTED CREDITOR

14. **THIS COURT ORDERS** that the Consulting Agreement shall not be repudiated, resiliated or disclaimed by the Merchants nor shall the claims of the Consultant pursuant to the Consulting Agreement be compromised or arranged pursuant to any Plan or compromise among the Merchants and their creditors, or any other transaction involving the sale of the Merchants’ assets and business, including without limitation, a sale of the Merchants’ assets or the Merchants’ shares, however implemented (each, a “**Transaction**”). For greater certainty, the Consultant shall be treated as an unaffected creditor in these proceedings, under any Plan or Transaction.

15. **THIS COURT ORDERS** that the Merchants are hereby authorized and directed, in accordance with the Consulting Agreement, to remit all amounts that become due to the Consultant thereunder.

16. **THIS COURT ORDERS** that no Encumbrances shall attach to any amounts payable or to be credited or reimbursed to, or retained by, the Consultant pursuant to the Consulting Agreement, including without limitation any amounts to be reimbursed by any Merchant to the Consultant pursuant to the Consulting Agreement (including, for greater certainty, the proceeds of the Additional Goods (other than the Additional Consultant Goods Fee) which Additional Goods shall be consigned to the Merchant as a true consignment under applicable law) and at all times the Consultant will retain such amounts, free and clear of all Encumbrances, notwithstanding any enforcement or other process or Claims, all in accordance with the Consulting Agreement.

17. **THIS COURT ORDERS** that notwithstanding:

- (a) the pendency of these proceedings;
- (b) any application for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) ("**BIA**") in respect of any Applicant, or any bankruptcy order made pursuant to any such applications;
- (c) any assignment in bankruptcy made in respect of any Applicant;
- (d) the provisions of any federal, or provincial statute; or
- (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of encumbrances, contained in any existing loan documents, lease, mortgage, security agreement, debenture, sublease, offer to lease or other document or agreement to which any Applicant is a party;

the Consulting Agreement and the transactions and actions provided for and contemplated therein, including without limitation, the payment of amounts due to the Consultant and the Assigned Landlord Rights shall be binding on any trustee in bankruptcy that may be appointed in respect of the Applicants and shall not be void or voidable by any Person, including any creditor of the Applicants, nor shall they, or any of them, constitute or be deemed to be a preference, fraudulent conveyance, transfer at undervalue or other challengeable or reviewable transaction, under the CCAA or BIA or any applicable law, nor shall they constitute oppressive or unfairly prejudicial conduct under any applicable law.

PIPEDA

18. **THIS COURT ORDERS** that the Merchants are authorized and permitted to transfer to the Consultant personal information in the Merchants' custody and control solely for the purposes of assisting with and conducting the Sale and only to the extent necessary for such purposes and the Consultant is hereby authorized to make use of such personal information solely for the purposes as if it were a Merchant, subject to and in accordance with the Consulting Agreement.

GENERAL

19. **THIS COURT ORDERS** that the Applicants or the Monitor may from time to time apply to this Court to amend, vary or supplement this Order or for advice and directions in the discharge of their respective powers and duties hereunder.

20. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States, to give effect to this Order and to assist the Applicants, the Monitor and their respective 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 Applicants and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicants and the Monitor and their respective agents in carrying out the terms of this Order.

21. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Eastern /Daylight Time on the date of this Order.

SCHEDULE “A”
Sale Guidelines

SALE GUIDELINES

The following procedures (the “**Sale Guidelines**”) shall apply to the sale (the “**Sale**”) of any merchandise, inventory, furniture, fixtures and equipment at the Hudson’s Bay Company ULC Compagnie de la Baie D’Hudson SRI’s (“**Merchant**”) retail stores (collectively, the “**Stores**”), each set out in Exhibits to the Consulting Agreement (as defined below).

Terms capitalized but not defined in these Sale Guidelines have the meanings ascribed to them in the amended and restated initial order of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) granted on March ~~47~~21, 2025 in the CCAA Proceedings (as may be amended and restated from time to time, the “**Initial Order**”), or the Consulting Agreement (as defined below), as applicable.

1. Except as otherwise expressly set out herein, and subject to: (i) the Order of the Court granted on March ~~47~~21, 2025 in the CCAA Proceedings (the “**Approval Order**”), approving the Consulting Agreement between a contractual joint venture comprised of Hilco Merchant Retail Solutions, ULC, Gordon Brothers Canada ULC, Tiger Asset Solutions, ULC, GA Capital Solutions Canada, Inc. (fka B. Riley Retail Canada, ULC) (“**Consultant**”) and Merchant, dated March ~~44~~20, 2025 (as amended from time to time, the “**Consulting Agreement**”) and the transactions contemplated thereunder, (ii) any further Order of the Court, or (iii) any subsequent written agreement between Merchant and its applicable landlord(s) (individually, a “**Landlord**” and, collectively, the “**Landlords**”) and approved by Consultant, the Sale shall be conducted in accordance with the terms of the applicable leases/or other occupancy agreements for each of the affected Stores (individually, a “**Lease**” and, collectively, the “**Leases**”). However, nothing contained herein shall be construed so as to create or impose upon Merchant or Consultant any additional restrictions not contained in the applicable Lease.
2. The Sale shall be conducted so that each of the Stores remain open during their normal hours of operation provided for in the respective Leases for the Stores until the applicable premises vacate date for each Store under the Consulting Agreement (the “**Vacate Date**”), and in all cases no later than June 30, 2025. Rent payable under the respective Leases shall be paid as provided in the Initial Order.
3. The Sale shall be conducted in accordance with applicable federal, provincial and municipal laws and regulations, unless otherwise set out herein or ordered by the Court.
4. All display and hanging signs used by Consultant in connection with the Sale shall be professionally produced and all hanging signs shall be hung in a professional manner. Notwithstanding anything to the contrary contained in the Leases, Consultant may advertise the Sale at the Stores as a “everything on sale”, “everything must go”, “store closing” or similar theme sale at the Stores (provided, however, that no signs shall advertise the Sale as a “bankruptcy”, a “liquidation” or a “going out of business” sale, unless otherwise agreed between the Consultant and Landlord, it being understood that the French equivalent of “clearance” is “liquidation” and is permitted to be used). Forthwith upon request from a Landlord, the Landlord’s counsel, Merchant or the Monitor, Consultant shall provide the proposed signage packages along with proposed dimensions by email to the applicable Landlords or to their counsel of record and the applicable Landlord shall notify Consultant of any requirement for such signage to otherwise comply with the terms of the Lease and/or the Sale Guidelines and where the provisions of the Lease conflicts with these Sale Guidelines, these Sale Guidelines shall govern. Consultant shall not use neon or day-glow signs or any handwritten signage (save that handwritten “you pay” or “topper” signs may be used). If a Landlord is concerned with “Store Closing” signs being placed in the front window of a Store or with the number or size of the signs in the front window, Merchant, Consultant and the Landlord will work together to resolve the dispute. Furthermore, with respect to enclosed mall Store locations without a separate entrance from the exterior of the enclosed mall, no exterior signs or signs in common areas of a mall shall be used unless explicitly permitted by the applicable Lease and shall otherwise be subject to all applicable laws. In addition, Consultant shall be permitted to utilize exterior banners/signs at stand alone or strip mall Stores or enclosed mall

Store locations with a separate entrance from the exterior of the enclosed mall; provided, however, that: (i) no signage in any other common areas of a mall shall be used unless explicitly permitted by the applicable Lease; and (ii) where such banners are not explicitly permitted by the applicable Lease and the applicable Landlord requests in writing that banners are not to be used, no banners shall be used absent further Order of the Court, which may be sought on an expedited basis on notice to the service list for the CCAA Proceedings. Any banners used shall be located or hung so as to make clear that the Sale is being conducted only at the affected Store and shall not be wider than the premises occupied by the affected Store. All exterior banners shall be professionally hung and to the extent that there is any damage to the facade of the premises of a Store as a result of the hanging or removal of the exterior banner, such damage shall be professionally repaired at the expense of Consultant.

5. Consultant shall be permitted to utilize sign-walkers and street signage; provided, however, such sign-walkers and street signage shall not be located on the shopping centre or mall premises.
6. Conspicuous signs shall be posted in the cash register areas of each Store to the effect that all sales are “final” and customers with any questions or complaints are to call Merchant’s hotline number.
7. Consultant shall not distribute handbills, leaflets or other written materials to customers outside of any of the Stores on Landlord’s property, save that Consultant may solicit customers in the Stores themselves. Consultant shall not use any giant balloons, flashing lights or amplified sound to advertise the Sale or solicit customers, except as explicitly permitted under the applicable Lease or agreed to by the applicable Landlord, and no advertising trucks shall be used on Landlord property or mall ring roads, except as explicitly permitted under the applicable Lease or otherwise agreed to by the Landlord.
8. At the conclusion of the Sale in each Store, Consultant shall arrange that the premises for each Store are in “broom-swept” and clean condition, and shall arrange that the Stores are in the same condition as on the commencement of the Sale, ordinary wear and tear excepted. No property of any Landlord of a Store shall be removed or sold during the Sale. No permanent fixtures (other than FF&E (as defined below) for clarity) may be removed without the applicable Landlord’s written consent unless otherwise provided by the applicable Lease and in accordance with the Initial Order and the Approval Order. In addition to the foregoing, Merchant shall remove all of its personal property including, without limitation, any inventory, trade fixtures, furnishings, furniture and equipment from each Store. With the consent of the applicable Landlord, any trade fixtures or personal property left in a Store after the applicable Vacate Date in respect of which the applicable Lease has been disclaimed by Merchant shall be deemed abandoned, with the applicable Landlord having the right to dispose of the same as the Landlord chooses, without any liability whatsoever on the part of such Landlord. Nothing in this paragraph shall derogate from or expand upon Consultant’s obligations under the Consulting Agreement.
9. Subject to the terms of paragraph 8 above, Consultant may also sell existing furniture, fixtures and equipment owned by Merchant and located in the Stores during the Sale that are (i) fully owned by Merchant; (ii) owned jointly by Merchant and one or more third-party vendors of Merchant, as directed by Merchant with the consent of the Monitor and agreed to by such third-parties; or (iii) fully owned by a third party if agreed to by such third-party and Merchant with the consent of the Monitor (collectively, the “**FF&E**”). For greater certainty, FF&E does not include any fixtures and affixed equipment that comprise all or any portion of the Stores’ mechanical, electrical, plumbing, security, HVAC, fire suppression and fire alarm or sprinkler systems. Merchant and Consultant may advertise the sale of FF&E consistent with these Sale Guidelines on the understanding that the Landlord may require such signs to be placed in discreet locations within the Stores reasonably acceptable to the applicable Landlord. Additionally, the purchasers of any FF&E sold during the Sale shall only be permitted to remove such FF&E either through the back shipping areas designated by the applicable Landlord or through other areas after regular Store business hours or, through the front door of the Store during Store business hours if such

FF&E can fit in a shopping bag, with the Landlord's supervision as required by the Landlord and in accordance with the Initial Order and the Approval Order. Consultant shall repair any damage to the Stores or the shopping mall resulting from the removal of any FF&E by Consultant or by third party purchasers of FF&E from the Consultant.

10. Consultant shall not make any alterations to interior or exterior Store lighting, except as authorized pursuant to the affected Lease. The hanging of exterior banners or other signage, where permitted in accordance with the terms of these Sale Guidelines, shall not constitute an alteration to a Store.
11. Merchant hereby provides notice to the Landlords of Merchant and Consultant's intention to sell and remove FF&E from the Stores. Consultant shall make commercially reasonable efforts to arrange with each Landlord represented by counsel on the Service List and with any other Landlord that so requests, a walk-through with Consultant to identify FF&E subject to the Sale. The relevant Landlord shall be entitled upon request to have a representative present in the applicable Stores to observe such removal. If the Landlord disputes Consultant's entitlement to sell or remove any FF&E under the provisions of the Lease, such FF&E shall remain on the premises and shall be dealt with as agreed between Merchant, Consultant and such Landlord, or by further Order of the Court upon application by Merchant on at least two (2) days' notice to such Landlord and the Monitor. If Merchant has disclaimed or resiliated the Lease governing such Store in accordance with the CCAA and the Initial Order, it shall not be required to pay rent under such Lease pending resolution of any such dispute (other than rent payable for the notice period provided for in the CCAA and the Initial Order), and the disclaimer or resiliation of the Lease shall be without prejudice to Merchant's or Consultant's claim to FF&E in dispute.
12. If a notice of disclaimer or resiliation is delivered pursuant to the CCAA and the Initial Order to a Landlord while the Sale is ongoing and the Store in question has not yet been vacated, then: (i) during the notice period prior to the effective time of the disclaimer or resiliation, the Landlord may show the affected leased premises to prospective tenants during normal business hours, on giving Merchant, the Monitor and Consultant twenty-four (24) hours' prior written notice; and (ii) at the effective time of the disclaimer or resiliation, the relevant Landlord shall be entitled to take possession of any such Store without waiver of or prejudice to any claims or rights such Landlord may have against Merchant in respect of such Lease or Store, provided that nothing herein shall relieve such Landlord of any obligation to mitigate any damages claimed in connection therewith.
13. Consultant and its agents and representatives shall have the same access rights to the Stores as Merchant under the terms of the applicable Lease, and the Landlords shall have the rights of access to the Stores during the Sale provided for in the applicable Lease (subject, for greater certainty, to any applicable stay of proceedings and the terms of the Initial Order).
14. Merchant and Consultant shall not conduct any auctions of Merchandise or FF&E at any of the Stores.
15. Consultant shall designate a party to be contacted by the Landlords should a dispute arise concerning the conduct of the Sale. The initial contact person for Consultant shall be Hilco Merchant Retail Solutions, ULC c/o Hilco Merchant Resources, LLC, 5 Revere Drive, Suite 206, Northbrook, IL 60062, Attention: T. Kellan Grant, Email: kgrant@hilcoglobal.com, with a copy to counsel to the Consultant at: Cassels Brock & Blackwell LLP, Suite 3200, Bay Adelaide Centre — North Tower, 40 Temperance St, Toronto, Ontario M5H 0B4 Canada, Attn: Monique Sassi, Esq., Email: msassi@cassels.com. If the parties are unable to resolve the dispute between themselves, the Landlord or Merchant shall have the right to schedule a "status hearing" before the Court on no less than two (2) days' written notice to the other party or parties and the Monitor, during which time Consultant shall cease all activity in dispute other than activity expressly permitted herein, pending determination of the matter by the Court; provided, however, subject to paragraph 4 of these Sale Guidelines, if a banner has been hung in accordance with these Sale Guidelines and is

the subject of a dispute, Consultant shall not be required to take any such banner down pending determination of any dispute.

16. Consultant shall be entitled to include in the Sale additional inventory and other goods ("**Additional Goods**"), provided that: (i) the Additional Goods are currently in the possession or control of Merchant (including any distribution centre used by Merchant) or has previously been ordered by or on behalf of Merchant and is currently in transit to Merchant (including any distribution centre used by Merchant) or a Store, or is ordered from an existing supplier in respect of Merchant's existing SKUs by or on behalf of a Merchant; and (ii) the additional merchandise is of like kind or category and no lesser quality to the Merchandise.
17. Nothing herein or in the Consulting Agreement is, or shall be deemed to be a sale, assignment or transfer of any Lease to the Consultant nor a consent by any Landlord to the sale, assignment or transfer of any Lease, or shall, or shall be deemed to, or grant to the Landlord any greater rights in relation to the sale, assignment or transfer of any Lease than already exist under the terms of any applicable Lease.
18. These Sale Guidelines may be amended by written agreement between Consultant, Merchant and the applicable Landlord, in consultation with the Monitor; provided, however, that such amended Sale Guidelines shall not affect or bind any other Landlord not privy thereto without further Order of the Court approving such amended Sale Guidelines.
19. If there is a conflict between the Approval Order, the Consulting Agreement and these Sale Guidelines, the order of priority of documents to resolve such conflicts is as follows: (1) the Approval Order; (2) these Sale Guidelines; and (3) the Consulting Agreement.

Ontario
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

Proceeding commenced at Toronto

LIQUIDATION SALE APPROVAL ORDER

STIKEMAN ELLIOTT LLP

Barristers & Solicitors
5300 Commerce Court West
199 Bay Street
Toronto, Canada M5L 1B9

Ashley Taylor LSO#: 39932E

Email: ataylor@stikeman.com
Tel: +1 416-869-5236

Elizabeth Pillon LSO#: 35638M

Email: lpillon@stikeman.com
Tel: +1 416-869-5230

Maria Konyukhova LSO#: 52880V

Email: mkonyukhova@stikeman.com
Tel: +1 416-869-5230

Philip Yang LSO#: 82084O

Email: PYang@stikeman.com
Tel: +1 416-869-5593

Brittney Ketwaroo LSO#: 89781K

Email: bketwaroo@stikeman.com
Tel: +1 416-869-5524

Lawyers for the Applicants

TAB 8

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

THE HONOURABLE MR.)	FRIDAY, THE 21 ST DAY
)	
JUSTICE OSBORNE)	OF MARCH, 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 YSS 1 LP INC., HBC YSS 2 LP INC., HBC HOLDINGS GP
INC., SNOSPMIS LIMITED, 2472596 ONTARIO INC., and 2472598 ONTARIO INC.**

**ORDER
(Lease Monetization Process)**

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 YSS 1 LP Inc., HBC YSS 2 LP Inc., HBC Holdings GP Inc., Snospmis Limited, 2472596 Ontario Inc., and 2472598 Ontario Inc. (collectively, the "**Applicants**") for an order approving the Lease Monetization Process (defined below) was heard this day at 330 University Avenue, Toronto, Ontario and via videoconference.

ON READING the affidavits of Jennifer Bewley sworn March 7, 2025, and March 14, 2025, and the Exhibits thereto, the pre-filing report of Alvarez & Marsal Canada Inc. ("**A&M**"), in its capacity as proposed monitor of the Applicants dated March 7, 2025 (the "**Pre-Filing Report**"), the first report of A&M, in its capacity as monitor of the Applicants (in such capacity, the "**Monitor**"), dated March 16, 2025, and on hearing the submissions of counsel to the Applicants, counsel to the Monitor, and such other parties as listed on the Counsel Slip, with no one else appearing although duly served as appears from the affidavit of service of Brittney Ketwaroo sworn March 17, 2025.

SERVICE AND DEFINITIONS

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record herein 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 capitalized terms used but not otherwise defined herein have the meanings ascribed in the Lease Monetization Process attached hereto as Schedule "A" (the "**Lease Monetization Process**") or the Amended and Restated Initial Order, dated March 21, 2025 (the "**ARIO**"), as applicable.

APPROVAL OF THE LEASE MONETIZATION PROCESS

3. **THIS COURT ORDERS** that the Lease Monetization Process is hereby approved. The Applicants, the Monitor and the Broker are hereby authorized and directed to take any and all actions as may be necessary or desirable to implement and carry out the Lease Monetization Process.
4. **THIS COURT ORDERS** that the agreement dated March 20, 2025, engaging Oberfeld Snowcap Inc. ("**Oberfeld**") as Broker to Hudson's Bay in the form attached as Exhibit "B" to the Affidavit of Jennifer Bewley sworn March 21, 2025, and the retention of Oberfeld under the terms thereof, is hereby approved.
5. **THIS COURT ORDERS** that each of the Applicants, the Monitor, the Broker and their respective affiliates, partners, directors, employees, agents and controlling persons shall have no liability with respect to any and all losses, claims, damages or liabilities, of any nature or kind, to any person in connection with or as a result of the Lease Monetization Process, except to the extent such losses, claims, damages or liabilities result from the gross negligence or wilful misconduct of the Applicants, the Monitor, or the Broker, as applicable, in performing their obligations under the Lease Monetization Process, as determined by this Court.
6. **THIS COURT ORDERS** that notwithstanding anything else contained herein, the Applicants and any Related Person that wishes to submit or participate in a Sale Proposal must declare such intention to the Monitor and the Broker in writing by April 7, 2025. If the Applicant or any Related Person makes such declaration, the Monitor and the Broker shall design and implement additional procedures for the Lease Monetization Process in respect

of the sharing of information with the Applicants so as to ensure and preserve the fairness of the Lease Monetization Process and shall advise the parties on the service list for these proceedings of these additional procedures.

7. **THIS COURT ORDERS** that notwithstanding any other term contained herein and paragraph 11 of the ARIO, on or before July 15, 2025, the Applicants shall send a notice of disclaimer with respect to any Lease that is not subject to a Successful Bid pursuant to the SISP or the Lease Monetization Order that has not been terminated in accordance with terms thereof.

8. **THIS COURT ORDERS** that, pursuant to section 3(c) of the Electronic Commerce Protection Regulations, Reg. 81000-2-175 (SOR/DORS), the Applicants, the Monitor and the Broker are authorized and permitted to send, or cause or permit to be sent, commercial electronic messages to an electronic address of prospective bidders or offerors and to their advisors, but only to the extent required to provide information with respect to the Lease Monetization Process in these proceedings.

9. **THIS COURT ORDERS** that the Applicants or the Monitor may from time to time apply to this Court to amend, vary or supplement this Order or for advice and directions in the discharge of their respective powers and duties hereunder.

10. **THE COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States, to give effect to this Order and to assist the Applicants, the Monitor and their respective 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 Applicants and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicants and the Monitor and their respective agents in carrying out the terms of this Order.

11. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Standard/Daylight Time on the date of this Order.

LEASE MONETIZATION PROCESS

Introduction

On March 7, 2025, Hudson's Bay Company ULC Compagnie De La Baie D'Hudson SRI (the "**Company**") and those parties listed in Schedule "**A**" hereto (collectively, the "**Applicants**") sought and obtained protection under the *Companies' Creditors Arrangement Act* (the "**CCAA**") pursuant to an initial order (as amended, restated or varied from time to time, the "**Initial Order**") granted by the Ontario Superior Court of Justice (Commercial List) (the "**Court**"). Parties listed in Schedule "**B**" were also granted protection as "Non-Applicant Stay Parties". Alvarez & Marsal Canada Inc. was appointed as monitor in the CCAA proceedings (in such capacity, the "**Monitor**").

On March 14, 2025, the Applicants served a motion seeking, among other things, an order for the approval of a sale process (as same may be amended from time to time, the "**Lease Monetization Process**") pursuant to, and in accordance with, the Lease Monetization Order (as defined below) to be conducted under the supervision of the Court and the Monitor.

The purpose of this Lease Monetization Process is to seek Sale Proposals from Qualified Bidders and to implement one or a combination of them in respect of the Leases, which implementation may include sales, dispositions, assignments, surrender (if accepted by the applicable landlord), or other transaction forms. The Applicants, in their reasonable business judgment, and in consultation with the Broker, the Monitor and Agents, may, from time to time, withdraw any Lease from this Lease Monetization Process in accordance with the CCAA, the Applicants' rights under the Initial Order, or if any agreement is reached with the landlord of the relevant Lease.

On March 21, 2025, the Court entered an order approving the Lease Monetization Process (the "**Lease Monetization Order**").

This Lease Monetization Process describes, among other things: (a) the Leases available for sale (which, for greater certainty, is without prejudice to the position of a Landlord as to whether a Non-Applicant Stay Party's interest in a Lease can be subject to such sale) (the "**Landlord Reservation of Rights**"); (b) the manner in which Interested Bidders may gain access to due diligence materials concerning the Leases; (c) the manner in which bidders and bids become Qualified LOI Bidders or Qualified Bidders and Qualified LOI Bids or Qualified Bids, respectively; (d) the ultimate selection of one or more Successful Bidders; and (e) the process for obtaining such approvals (including the approval of the Court) as may be necessary or appropriate in respect of a Successful Bid, as applicable.

Defined Terms

1. The following capitalized terms have the following meanings when used in this Lease Monetization Process:
 - (a) "**Agents**" means collectively: (a) Bank of America, N.A. (including acting through branches and affiliates) in its capacity as administrative agent and collateral agent under the ABL Credit Agreement; (b) Restore Capital, LLC in its capacity as agent for the FILO Credit Facility lenders under the ABL Credit Agreement; and (c) Pathlight Capital LP, in its capacity as administrative agent under the Pathlight Credit Agreement (each as defined in the Affidavit of Jennifer Bewley sworn March 7, 2025).

- (b) **"Applicants"** is defined in the introduction hereto.
- (c) **"Approval Motion"** is defined in paragraph 23.
- (d) **"ARIO"** means the Amended and Restated Initial Order dated March 21, 2025
- (e) **"Broker"** means Oberfeld Snowcap Inc.
- (f) **"Business Day"** means a day (other than Saturday or Sunday) on which banks are generally open for business in Toronto, Ontario.
- (g) **"CA"** means a confidentiality agreement in form and substance satisfactory to the Company, in consultation with the Monitor. For greater certainty, there is no requirement for Landlords to enter into CA's in respect of their own Leases.
- (h) **"CCAA"** is defined in the introduction hereto.
- (i) **"Company"** is defined in the introduction hereto.
- (j) **"Court"** is defined in the introduction hereto.
- (k) **"Deposit"** is defined in paragraph 20(k).
- (l) **"Form of Purchase Agreement"** means the form of purchase and sale agreement to be developed by the Applicants, in consultation with the Monitor and the Broker, and provided to Qualified Bidders that submit a Qualified LOI for a Sale Proposal.
- (m) **"Initial Order"** is defined in the introduction hereto.
- (n) **"Interested Bidder"** is defined in paragraph 8.
- (o) **"Landlord LOI"** means a non-binding letter of intent from a landlord for an acquisition or consensual transaction for one or more of its Leases that is submitted on or before the Phase 1 Bid Deadline.
- (p) **"Landlord Qualified Bid"** means a final binding proposal from a landlord for an acquisition or consensual transaction for one or more of its Leases and which meets the requirements set out in paragraphs 20(a), 20(c), 20(d), 20(e), 20(g), 20(h), 20(i), 20(j), 20(k) and 20(l)
- (q) **"Lease Monetization Order"** is defined in the introduction hereto.
- (r) **"Leases"** means the Applicants' and the Non-Applicant Stay Parties' leasehold interests and all related rights and obligations in connection with the properties listed in Schedule "C" hereto, subject in all respects to the Landlord's Reservation of Rights, as defined herein.
- (s) **"LOI"** is defined in paragraph 7.
- (t) **"Monitor"** is defined in the introduction hereto.

- (u) **“Non-Applicant Stay Parties”** are the entities listed in Schedule **“B”** hereto.
- (v) **“Outside Date”** means June 17, 2025.
- (w) **“Phase 1”** is defined in paragraph 7.
- (x) **“Phase 1 Bid Deadline”** is defined in paragraph 9.
- (y) **“Phase 2”** means such period of time from the Phase 1 Bid Deadline to the Approval Motion.
- (z) **“Qualified Bid”** means an offer or combination of offers, in the form of a Sale Proposal or Sale Proposals, which meets the requirements of paragraph 20.
- (aa) **“Qualified Bid Deadline”** is defined in paragraph 18.
- (bb) **“Qualified Bidder”** means a bidder that submits a Qualified Bid.
- (cc) **“Qualified LOI”** is defined in paragraph 10.
- (dd) **“Qualified LOI Bid”** is defined in paragraph 16.
- (ee) **“Qualified LOI Bidder”** is defined in paragraph 16.
- (ff) **“Related Person”** has the same meaning as in the *Bankruptcy and Insolvency Act* (Canada).
- (gg) **“Sale Proposal”** means an offer to acquire or otherwise assume of all or some of the Leases. A “Sale Proposal” may include a transaction involving the assignment and assumption, and/or surrender of a Lease or Leases (in the case of a surrender, such proposal may only form part of a Landlord Qualified Bid, or otherwise require the Landlord’s consent to a surrender of the Lease).
- (hh) **“SISP”** means the Sale and Investment Solicitation Process approved by the Court on March 21, 2025.
- (ii) **“Successful Bid”** is defined in paragraph 22(b).
- (jj) **“Successful Bidder”** is defined in paragraph 22(b).
- (kk) **“Targeted Outside Date”** means June 3, 2025, or such later date as may be determined by the Applicants, on consent of the Monitor, in consultation with the Broker and the Agents, provided that in no event shall such date be after June 17, 2025.
- (ll) **“Teaser Letter”** is defined in paragraph 4.

Supervision of the Lease Monetization Process

2. The Monitor will supervise, in all respects, the Lease Monetization Process, any attendant sales and, without limitation, will supervise the Broker’s performance under its

engagement by the Company in connection therewith. The Applicants shall assist and support the efforts of the Monitor and the Broker as provided for herein. In the event that there is disagreement or clarification required as to the interpretation or application of this Lease Monetization Process or the responsibilities of the Monitor, the Broker or the Applicants hereunder, the Court will have jurisdiction to hear such matter and provide advice and directions, upon application of any interested person. For the avoidance of doubt, and without limiting the rights and protections afforded to the Monitor under the CCAA, the Initial Order and the Lease Monetization Order, the terms of the Initial Order and the Lease Monetization Order shall govern the Monitor's role as it relates to the Lease Monetization Process.

"As Is, Where Is"

3. The sale of the Leases will be on an **"as is, where is"** basis and without representations or warranties of any kind, nature, or description by the Monitor, the Broker, the Applicants or any of their respective directors, officers, employees, advisors, professionals, agents, estates or otherwise, except and only to the extent set forth in a definitive sale agreement executed by an Applicant.

Solicitation of Interest

4. As soon as reasonably practicable, but in any event no later than three (3) Business Days after the issuance of the Lease Monetization Order, the Broker shall distribute an initial offering summary of the Leases in form acceptable to the Applicants and the Monitor (the **"Teaser Letter"**) notifying those potentially interested parties that are identified by the Broker, the Monitor and the Applicants, each in their sole discretion, of the existence of the Lease Monetization Process and inviting such parties to express an interest in making an offer to acquire all or some of the Leases.

Participation Requirements

5. Unless otherwise ordered by the Court, or as otherwise determined by the Applicants, in consultation with the Monitor, each person seeking to participate in the Lease Monetization Process other than a Landlord in respect of any of its own Leases must deliver to the Broker at the address specified in Schedule **"D"** hereto (including by email transmission):
 - (a) a letter setting forth such person's identity, the contact information for such person and full disclosure of the principals of such person; and
 - (b) an executed CA which shall include provisions whereby such person agrees to accept and be bound by the provisions contained therein.
6. All secured creditors of the Applicants shall have the right to bid in the Lease Monetization Process, including by way of credit bid, provided however that until a secured creditor, including the Agents, declare that they will not submit a bid in the Lease Monetization Process, the Monitor and the Applicants may place such limitations on the consultation and consent rights contained herein as they consider appropriate.

LEASE MONETIZATION PROCESS - PHASE 1

Phase 1 Initial Timing

7. For a period from the date of the Lease Monetization Order until the Phase 1 Bid Deadline ("**Phase 1**"), the Broker (with the assistance of the Monitor and the Applicants) will solicit non-binding letters of intent from prospective parties to acquire one or more of the Leases (each, an "**LOI**").

Due Diligence

8. Subject to the provisions of paragraph 28, the Broker will provide each party who executes a CA (an "**Interested Bidder**") with access to an electronic data room. The Monitor, the Broker and the Applicants, and each of their representatives, make no representation or warranty as to the information: (a) contained in the electronic data room; (b) provided through any diligence process; or (c) otherwise made available, except to the extent expressly contemplated in any definitive sale agreement executed by an Applicant.

Non-Binding Letters of Intent from Interested Bidders

9. Interested Bidders that wish to pursue a Sale Proposal must deliver an LOI to the Broker at the address specified in Schedule "**D**" hereto (including by email transmission), so as to be received by the Broker not later than 5:00 PM (Toronto time) on or before April 15, 2025, or such later date or time as may be determined by the Applicants, with the consent of the Monitor, in consultation with the Broker and the Agents (the "**Phase 1 Bid Deadline**"). Notwithstanding anything else contained herein, the Applicants and any Related Person that wishes to submit an LOI or participate in Lease Monetization Process must declare such intention to the Broker and the Monitor in writing by April 7, 2025. If the Applicant or any Related Party makes such declaration, the Broker and the Monitor shall design and implement additional procedures for the Lease Monetization Process in respect of the sharing of information with the Applicants so as to ensure and preserve the fairness of the Lease Monetization Process and shall advise the parties on the service list for these proceedings of these additional procedures.
10. An LOI so submitted will be considered a qualified LOI for the purposes hereof (each a "**Qualified LOI**") only if:
 - (a) it is submitted on or before the Phase 1 Bid Deadline;
 - (b) it contains an indication of whether the Interested Bidder is offering to acquire all or some of the Leases;
 - (c) it identifies or contains the following:
 - (i) the purchase price (or range thereof) in Canadian dollars;
 - (ii) the Leases or Lease subject to the transaction; and
 - (iii) any proposed allocation of the purchase price as between each Lease;

- (d) it provides a general description of any likely financing associated with the proposed transaction, subject to any restrictions that may exist in the applicable Leases;
 - (e) it provides a general description as to whether the Interested Bidder anticipates its bid containing any provisions that do not conform to the restrictions surrounding the “permitted use” of the property as defined in each of the Leases;
 - (f) it describes any additional due diligence required to be conducted during Phase 2;
 - (g) it identifies any anticipated terms or conditions of the Sale Proposal that may be material to the proposed transaction; and
 - (h) it contains such other information reasonably requested by the Applicants in consultation with the Monitor and the Broker.
11. Notwithstanding anything to the contrary contained herein, a Landlord LOI shall be deemed to be a Qualified LOI.
 12. The Applicants, with the consent of the Monitor and in consultation with the Broker, may waive compliance with any one or more of the requirements specified in paragraph 10 (other than those in 10(c) and (d)) and deem such non-compliant bids to be a Qualified LOI. However, for the avoidance of doubt, the completion of any Sale Proposal shall be subject to the approval of the Court and the requirement of such approval may not be waived.

Assessment of Qualified LOIs and Continuation or Termination of Lease Monetization Process

13. Within five (5) Business Days following the Phase 1 Bid Deadline, or such later date as may be reasonably determined by the Applicants with the consent of the Monitor, in consultation with the Broker and the Agents, the Applicants will, in consultation with the Broker, the Monitor, and the Agents, assess the Qualified LOIs received during Phase 1, and will determine whether there is a reasonable prospect of obtaining a Qualified Bid. For the purpose of such consultations and evaluations, the Monitor or the Broker may request clarification of the terms of any Qualified LOI submitted by an Interested Bidder.
14. In assessing the Qualified LOIs submitted in Phase 1, the Applicants, following consultation with the Monitor, the Broker and the Agents, will consider, among other things, the following:
 - (a) the form and amount of consideration being offered;
 - (b) the effect of accepting Sale Proposals which are not on an en bloc basis;
 - (c) the financial capability of the Interested Bidder to consummate the proposed transaction;

- (d) the financial and other capabilities of the Interested Bidder to perform, observe and comply with the terms (including payment, use provisions and other obligations) of the applicable Lease(s);
 - (e) the anticipated conditions to closing of the proposed transaction (including any required regulatory and landlord approvals);
 - (f) the estimated time required to complete the proposed transaction and whether, in the Applicants' reasonable business judgment, in consultation with the Monitor and the Broker, it is reasonably likely to result in the execution of a definitive agreement on or before the Targeted Outside Date and in any event, no later than the Outside Date; and
 - (g) such other criteria as the Applicants may, in consultation with the Monitor and the Broker, determine.
15. If one or more Qualified LOIs are received and the Applicants, in consultation with the Broker, the Monitor, and the Agents, determine that there is a reasonable prospect of obtaining a Qualified Bid, the Applicants shall continue the Lease Monetization Process as set forth herein.

PHASE 2

Due Diligence

16. Each Interested Bidder that: (a) submits a Qualified LOI; and (b) is not eliminated from the Lease Monetization Process by the Applicants, following consultation with the Broker and the Monitor, and after assessing whether such Qualified LOI meets the criteria in paragraph 14 herein, may be invited by the Applicants to participate in Phase 2 (each such bidder, a **"Qualified LOI Bidder"**).
17. Subject to the provisions of paragraph 28, to the extent that a Qualified LOI Bidder requested due diligence within their Qualified LOI as per paragraph 10(f) herein, the Broker will provide the Qualified LOI Bidder with access to due diligence materials and information relating to the Leases as the Applicants, in their reasonable business judgment and in consultation with the Broker and the Monitor, determine appropriate, including all guarantees and indemnities by any person, and information or materials reasonably requested by Qualified LOI Bidders.

Qualified Bids

18. The Phase 2 deadline for submission of binding bids to be considered for the sales of Lease(s) (the **"Qualified Bids"**) shall be May 1, 2025, or such later date or time as may be determined by the Applicants with the consent of the Monitor and in consultation with the Broker and the Agents (the **"Qualified Bid Deadline"**).
19. Notwithstanding anything to the contrary herein, a Landlord Qualified Bid shall be deemed to be a Qualified Bid.

20. Any Qualified LOI Bidder who wishes to become a Qualified Bidder must submit a Qualified Bid satisfying the conditions set forth below for the applicable Lease(s):
- (a) it is received by the Qualified Bid Deadline;
 - (b) it is a final binding proposal in the form of a duly authorized and executed purchase agreement, including the purchase price for the Leases proposed to be acquired, based on the Form of Purchase Agreement and accompanied by a clean Word version and a blacklined mark-up to the Form of Purchase Agreement showing amendments and modifications made thereto, together with all exhibits and schedules thereto, and such ancillary agreements as may be required by the Qualified LOI Bidder with all exhibits and schedules thereto;
 - (c) it is irrevocable until the earlier of: (i) the approval by the Court of a Successful Bid, and (ii) 28 days following the Qualified Bid Deadline, provided that if such bidder is selected as a Successful Bidder, its offer will remain irrevocable until the closing of its Successful Bid;
 - (d) it includes written evidence of a firm, irrevocable commitment for financing, or other evidence of ability to consummate and perform the proposed transaction, and to meet all of the financial obligations under the Lease(s) that will allow the Applicants, in consultation with the Broker and the Monitor, to make a reasonable determination as to the Qualified LOI Bidder's financial and other capabilities to consummate and perform the transaction contemplated by its Qualified Bid;
 - (e) it lists the Lease(s) proposed to be subject to the bid and an allocation of the purchase price on a Lease by Lease basis;
 - (f) it includes details of any amendments which such Qualified LOI Bidder seeks in respect of any such Lease(s) from the applicable landlord(s) and other non-landlord liabilities to be assumed by the Qualified LOI Bidder, provided that, for greater certainty, nothing in this Lease Monetization Process shall be construed to: (i) permit or require any amendments to the terms of any Lease(s) without the prior written consent of the applicable landlord(s), or (ii) obligate any landlord to negotiate with a Qualified LOI Bidder regarding any such amendments;
 - (g) it is not conditional upon, among other things:
 - (i) the outcome of unperformed due diligence by the Qualified LOI Bidder; or
 - (ii) obtaining financing;
 - (h) it fully discloses the identity of each entity that will be sponsoring or participating in the bid, and the complete terms of such participation;
 - (i) with respect to any condition to closing contained in the definitive documentation, it outlines the anticipated time frame and any anticipated impediments for obtaining such approvals;

- (j) it includes evidence, in form and substance reasonably satisfactory to the Applicants, the Monitor and the Broker, that the requisite authorization(s) and/or approval(s) with respect to the submission, execution, delivery and closing of the transaction contemplated by the bid have been obtained by the bidder;
 - (k) it is accompanied by a deposit (the “**Deposit**”) in the form of a wire transfer (to a bank account specified by the Monitor), or such other form acceptable to the Monitor, payable to the order of the Monitor on behalf of the Applicants, in trust, in an amount equal to 10% of the purchase price for the Lease(s) proposed to be acquired, to be held and dealt with in accordance with the terms of a definitive agreement executed by an Applicant and this Lease Monetization Process.
 - (l) it includes an acknowledgement and representation that the bidder: (i) has relied solely upon its own independent review, investigation and/or inspection of any documents and/or the assets to be acquired and liabilities to be assumed in making its bid; (ii) did not rely upon any written or oral statements, representations, promises, warranties or guaranties whatsoever, whether express or implied (by operation of law or otherwise), regarding the Leases to be acquired or liabilities to be assumed or the completeness of any information provided in connection therewith, except as expressly stated in the purchase and sale agreement; and (iii) acknowledges that the occupancy of the premises set forth in the Leases may not be available until the completion of any inventory sale at the premises; and
 - (m) it contains such other information reasonably requested by the Applicants, in consultation with the Monitor and the Broker.
21. The Applicants with the consent of the Monitor, in consultation with the Broker, the Monitor and the Agents, may waive compliance with any one or more of the requirements with respect to Qualified Bids or Landlord Qualified Bids specified herein.
22. The Applicants, in consultation with the Broker, the Monitor, and the Agents:
- (a) may engage in negotiations with Qualified Bidders as they deem appropriate and may accept revisions to Qualified Bids, in their discretion;
 - (b) shall determine which is the most favourable bid with respect to such Lease(s) (the “**Successful Bid**” and the person(s) who made the Successful Bid shall become the “**Successful Bidder**”), taking into account, among other things:
 - (i) the form and amount of consideration being offered;
 - (ii) whether the Qualified Bid maximizes value for the Leases, including the effect of accepting Sale Proposals which are not on an en bloc basis;
 - (iii) the demonstrated financial capability of the Qualified Bidder to consummate the proposed transaction and capability of performing the obligations of the tenant under the applicable Lease(s);
 - (iv) the conditions to closing of the proposed transaction (including any required regulatory and landlord approvals and any lease amendments);

- (v) the terms and provisions of any proposed transaction documentation;
- (vi) the estimated time required to complete the proposed transaction and whether, in the Applicants' reasonable business judgment, in consultation with the Monitor and the Broker, it is reasonably likely to result in the execution of a definitive agreement on or before the Targeted Outside Date and in any event, no later than the Outside Date; and
- (vii) such other criteria as the Applicants may in consultation with the Monitor and the Broker determine.

Approval Motion for Definitive Agreements

23. The Applicants will apply to the Court (the “**Approval Motion**”) for an order, among other things, approving the Successful Bid(s), and authorizing the Applicants to enter into any and all necessary agreements with respect to the Successful Bid(s), as applicable, and to undertake such other actions as may be necessary or appropriate to give effect to the Successful Bid(s), as applicable. The Approval Motion may be adjourned or rescheduled by the Applicants, in consultation with the Monitor and the Agents, without further notice by an announcement of the adjourned date at the Approval Motion. Nothing in this Lease Monetization Process and nothing in any arrangements made during the course thereof between the Monitor and/or the Applicants on the one hand and a Successful Bidder on the other shall in any way prejudice or impair the ability of a Landlord(s) to object to the Court approval of a Successful Bid.

OTHER TERMS

Approvals

24. For the avoidance of doubt, the approvals required pursuant to the terms hereof are in addition to, and not in substitution for, any other approvals required by the CCAA or any other statute or as otherwise required at law in order to implement a Successful Bid, or Qualified Bid, as applicable.

Amendment

25. If there is any proposed material modification to the Lease Monetization Process by the Applicants, the Applicants will seek Court approval of such material modification on notice to the Service List. Otherwise, the Applicants retain the discretion, with the consent of the Monitor and in consultation with the Broker and the Agents, to modify the Lease Monetization Process from time to time.

Disclaimers

26. Notwithstanding any other term contained herein and paragraph 12 of the ARIO, on or before July 15, 2025, the Applicant shall send a notice of disclaimer with respect to any Lease that is not subject to a Successful Bid pursuant to the SISP or this Lease Monetization Process that has not been terminated in accordance with terms thereof.

Monitor Updates

27. The Monitor will provide periodic updates to the Court on notice to the Service List with respect to the conduct and progress of the Lease Monetization Process, including an update to be delivered to the Court at the conclusion of Phase 1.

Reservation of Rights

28. The Applicants, in their reasonable business judgment and in consultation with the Monitor and the Broker, may provide Interested Bidders with any diligence materials and information, including site visits, that the Applicants deem necessary and appropriate to maximize the value of Lease Monetization Process at any time after entry of the Lease Monetization Order.
29. Notwithstanding anything else contained herein, at any time after entry of the Lease Monetization Order, the Applicants, in their reasonable business judgment and in consultation with the Broker, the Monitor, and the Agents, may, from time to time, withdraw any Lease(s) from this Lease Monetization Process in accordance with the CCAA, the Applicants' rights under the Initial Order, or if any agreement is reached with the landlord of the relevant Lease(s).
30. The Applicants, after consultation with the Broker, the Monitor, and the Agents, may reject any or all bids. For the avoidance of doubt, the approvals required pursuant to the terms hereof are in addition to and not in substitution for, any other approvals required by the CCAA or any other statute or as otherwise required at law, or any other Order of the Court in order to implement a Successful Bid or Qualified Bid, as applicable.
31. To the extent any notice of changes to these procedures or related dates, time, or locations is required or otherwise appropriate, the Monitor may publish such notices on the Monitor's public web site at <http://www.alvarezandmarsal.com/HudsonsBay> and the Applicants shall forthwith serve such notices on the Service List, and such notice shall be deemed satisfactory, subject to any other notice requirements specifically set forth herein or as required by the Court.
32. This Lease Monetization Process does not, and will not be interpreted to, create any contractual or other legal relationship between the Applicants, the Broker or the Monitor and any Qualified Bidder, other than, with respect to the Applicants, as specifically set forth in a definitive agreement that may be executed by an Applicant. At any time during the Lease Monetization Process, the Applicants or the Monitor may apply to the Court for advice and directions with respect to the discharge of their powers and duties hereunder.
33. Nothing in the Lease Monetization Process or the Lease Monetization Order acknowledges or declares that the interests in the Leases being marketed within this Lease Monetization Process are capable of being transferred by the Applicants or the Non-Applicant Stay Parties. For clarity, all parties' ability to challenge the Applicants' and Non-Applicant Stay Parties' ability to transfer any Leases are expressly preserved and not derogated from (the "**Reservation of Rights**").
34. All consent and consultation rights provided to the Agents in this Lease Monetization in respect of any JV Head Lease shall instead be provided to RioCan Real Estate Investment Trust and the relevant Non-Applicant Secured Creditor(s) (as defined in the ARIO) of the

Non-Applicant Stay Party in respect of such Business or Property, to the exclusion of the Agents.

35. In respect of any JV Head Lease (as defined in the Initial Order) and without detracting from the Reservation of Rights and any rights RioCan Real Estate Investment Trust and/or its affiliates may have in relation to such JV Head Lease, no bid shall be considered a Qualified Bid or Landlord Qualified Bid: (a) in respect of any JV Head Lease without the prior written consent of the relevant Non-Applicant Secured Creditor in respect of such JV Head Lease; and (b) in respect of RioCan Real Estate Investment Trust's interest in any JV Head Lease without the prior written consent of RioCan Real Estate Investment Trust. All references to the consent of any party in this paragraph relating to any JV Head Lease with a Non-Applicant Stay Party and RioCan Real Estate Investment Trust is in addition to any consent right that may exist in favour of the landlord under the applicable JV Head Lease.

Agents Consultation

36. The Applicants, the Monitor and the Broker will communicate and consult with all Agents through the Lease Monetization Process and will provide information to the Agents in connection with such communications, including copies of all bids within one day of receipt of same. The Applicants, the Monitor and the Broker shall provide the Agents with any and all information reasonably requested with respect to the Lease Monetization Process.

Landlord Communications

37. The Applicants, the Monitor and the Broker will communicate with the landlord party to the Leases from time to time, as appropriate, in connection with their respective interests in the Lease Monetization Process.

SCHEDULE A

Applicants

HBC Canada Parent Holdings Inc.

HBC Canada Parent Holdings 2 Inc.

The Bay Holdings ULC

HBC Bay Holdings I Inc.

HBC Bay Holdings II ULC

HBC Centerpoint GP Inc.

HBC YSS 1 LP Inc.

HBC YSS 2 LP Inc.

HBC Holdings GP Inc.

Snospmis Limited

2472596 Ontario Inc.

2472598 Ontario Inc.

SCHEDULE B

Non-Applicant Stay Parties

RioCan-HBC General Partner Inc.

HBC Holdings LP

RioCan-HBC Limited Partnership

RioCan-HBC (Ottawa) Holdings Inc.

RioCan-HBC (Ottawa) GP, Inc.

RioCan-HBC (Ottawa) Limited Partnership

HBC YSS 1 Limited Partnership

HBC YSS 2 Limited Partnership

HBC Centerpoint LP

The Bay Limited Partnership

SCHEDULE "C"**LEASES****Hudson's Bay**

Center	City	Prov.	GLA	Landlord
The Bay Centre	Victoria	BC	229,275	Manulife - Jones Lang LaSalle
Polo Park Shopping Centre	Winnipeg	MB	212,086	Cadillac Fairview
Midtown Plaza	Saskatoon	SK	174,306	Cushman & Wakefield
Market Mall	Calgary	AB	200,000	Cadillac Fairview
Cambridge Centre	Cambridge	ON	131,453	Morguard
Fairview Park	Kitchener	ON	184,714	Westcliff
Sherway Gardens	Toronto	ON	223,477	Cadillac Fairview
Champlain Mall	Brossard	QC	143,786	Cominar
Woodbine Centre	Toronto	ON	139,953	Woodbine Mall Holdings Inc.
Fairview Pointe Claire	Pointe Claire	QC	179,578	Cadillac Fairview
St. Laurent Shopping Centre	Ottawa	ON	145,074	Morguard
Markville Shopping Centre	Markham	ON	140,094	Cadillac Fairview
Erin Mills Town Centre	Mississauga	ON	140,526	Cushman & Wakefield
Aberdeen Mall	Kamloops	BC	123,289	Cushman & Wakefield
Willowbrook Shopping Centre	Langley	BC	131,146	Quadreal Property Group
Kingsway Garden Mall	Edmonton	AB	153,264	Oxford
Fairview Mall	Toronto	ON	152,420	Cadillac Fairview
Carrefour De L'Estrie	Sherbrooke	QC	116,265	Group Mach Inc
Sunridge Mall	Calgary	AB	161,330	Primaris
Centerpoint Mall	Toronto	ON	122,502	Morguard
Parkwood Mall	Prince George	BC	111,500	BentalGreen Oak

Center	City	Prov.	GLA	Landlord
Pickering Town Centre	Pickering	ON	121,730	PTC Ownership LP c/o Salthill Property Management Inc.
Mapleview Centre	Burlington	ON	129,066	Ivanhoe Cambridge
Upper Canada Mall	Newmarket	ON	142,780	Oxford
Coquitlam Centre	Coquitlam	BC	120,086	Morguard
Whiteoaks Mall	London	ON	165,759	Westdell Development
St. Vital Shopping Centre	Winnipeg	MB	122,002	BentallGreen Oak
Limeridge Mall	Hamilton	ON	125,307	Cadillac Fairview
Hillcrest Mall	Richmond Hill	ON	136,915	Oxford
Masonville	London	ON	84,928	Cadillac Fairview
Les Promenades Gatineau	Gatineau	QC	140,364	Westcliff
Les Galeries De La Capitale	Quebec City	QC	163,034	Primaris
Mayflower Mall	Sydney	NS	82,944	Mccor
Richmond Centre	Richmond	BC	169,692	Cadillac Fairview
Oakville Place	Oakville	ON	119,428	Riocan
Londonderry Mall	Edmonton	AB	60,838	Cushman & Wakefield
Medicine Hat Mall	Medicine Hat	AB	93,217	Primaris
St. Albert Centre	St. Albert	AB	93,313	Primaris
Orchard Park Shopping Centre	Kelowna	BC	127,290	Primaris
Village Green Mall	Vernon	BC	83,036	BentallGreen Oak
Mic Mac Mall	Dartmouth	NS	151,303	Cushman & Wakefield
Bramalea City Centre	Brampton	ON	131,438	Morguard
Cataraqui Town Centre	Kingston	ON	113,054	Primaris
Conestoga Mall	Waterloo	ON	130,580	Primaris

Center	City	Prov.	GLA	Landlord
Centre Commercial Rockland	Montreal	QC	147,594	Cominar
Place Rosemere Shopping Centre	Rosemere	QC	132,483	Morguard
Woodgrove Centre	Nanaimo	BC	146,452	Central Walk Woodgrove
Mayfair Shopping Centre	Victoria	BC	166,073	Central Walk Mayfair
Oshawa Centre	Oshawa	ON	122,624	Primaris
Carrefour Angrignon	LaSalle	QC	128,888	Westcliff
Yorkdale Shopping Centre	Toronto	ON	303,438	Oxford
Guildford Shopping Centre	Surrey	BC	174,462	Ivanhoe Cambridge
Centre Laval	Laval	QC	134,377	Cominar
Southgate Shopping Centre	Edmonton	AB	236,551	Primaris
Sevenoaks Shopping Centre	Abbotsford	BC	128,739	Morguard
Cherry Lane Shopping Centre	Penticton	BC	94,643	Manulife- Jones Lang LaSalle
Chinook Centre	Calgary	AB	206,514	Cadillac Fairview
Bower Place	Red Deer	AB	110,672	Quadreal Property Group
West Edmonton Mall	Edmonton	AB	164,250	Triple Five
Southcentre Mall	Calgary	AB	164,514	Oxford
Lethbridge Centre	Lethbridge	AB	133,243	Melcor
Georgian Mall	Barrie	ON	90,748	Riocan
Place d'Orleans Shopping Centre	Ottawa	ON	115,501	Primaris
Bayshore Shopping Centre	Ottawa	ON	180,696	Cushman & Wakefield
Pen Centre	St. Catharines	ON	150,110	BentallGreen Oak
Downtown	Vancouver	BC	636,828	RioCan-HBC Limited Partnership
Downtown	Calgary	AB	448,834	RioCan-HBC

Center	City	Prov.	GLA	Landlord
				Limited Partnership
Downtown	Montreal	QC	655,396	RioCan-HBC Limited Partnership
Downtown	Ottawa	ON	305,305	RioCan-HBC Limited Partnership
Square One	Mississauga	ON	204,174	Oxford
Devonshire Mall	Windsor	ON	165,584	RioCan-HBC Limited Partnership
Scarborough Town Centre	Toronto	ON	231,759	Oxford
Les Promenades St Bruno	St-Bruno	QC	131,808	Cadillac Fairview
Carrefour Laval	Laval	QC	177,022	Cadillac Fairview
Metrotown Centre	Burnaby	BC	140,545	Ivanhoe Cambridge II Inc. and Ivanhoe Cambridge Inc.
Park Royal Shopping Centre	Vancouver	BC	161,647	Park Royal Shopping Centre Holdings Ltd
Eglinton Square	Toronto	ON	115,205	KS Eglinton Square Inc.
176 Yonge St.	Toronto	ON	675,722	Ontrea Inc.
Les Galeries d'Anjou	Montreal	QC	176,474	Ivanhoe Cambridge Inc. – Anjou

Saks Fifth Avenue

Center	City	Prov.	GLA	Landlord
Sherway Gardens	Toronto	ON	132,256	Cadillac Fairview
Chinook Centre	Calgary	AB	115,586	Ontrea Inc.
Toronto Eaton Centre	Toronto	ON	175,000	Ontrea Inc.

Saks Fifth Avenue Off Fifth

Center	City	Prov.	GLA	Landlord
Tanger Outlets	Ottawa	ON	28,357	Riocan Holdings (TJV) Inc. and 1633272 Alberta ULC
Outlet Collection at Niagara	Niagara	ON	32,387	The Outlet Collection (Niagara) Limited
Vaughan Mills	Vaughan	ON	34,992	Ivanhoe Cambridge II Inc. and TRE2 Non-US Bigfoot Corp.
Toronto Premium Outlets	Halton Hills	ON	24,887	Halton Hills Shopping Centre Partnership
Crossiron Mills	Rockey View	AB	30,009	Crossiron Mills Holdings Inc.
Queensway	Toronto	ON	27,042	Horner Developments Ltd. and Mantella & Sons Investments Ltd.
Downtown Ottawa	Ottawa	ON	34,887	RioCan-HBC Limited Partnership
Tsawwassen Mills	Tsawwassen	BC	32,733	Central Walk Tsawwassen Mills Inc.
Outlet Collection Winnipeg	Winnipeg	MB	32,204	The Outlet Collection at Winnipeg Limited and Seasons Retail Corp
Place Ste-Foy	Quebec	QC	33,254	Ivanhoe Ste-Foy Inc.
Pickering Town Centre	Pickering	ON	30,033	PTC Ownership LP
Skyview Power Centre	Edmonton	AB	30,026	Skyview Equities Inc. and SP Green Properties LP
Park Royal Shopping Centre	Vancouver	BC	33,300	Park Royal Shopping Centre Holdings Inc.

Distribution Centres

Center	City	Prov.	GLA	Landlord
Scarborough Logistics Center	Toronto	ON	738,102	100 Metropolitan Portfolio Inc
Vancouver Logistics Center	Richmond	BC	416,900	PIRET (18111 Blundell Road) Holdings Inc.
Eastern Big Ticket Center	Toronto	ON	501,000	ONTARI Holdings Ltd.
Toronto Logistics Center	Toronto	ON	221,244	BCIMC Realty Corporation

SCHEDULE D

To the Company:

Hudson Bay Company ULC
401 Bay Street
Toronto, ON M5H 2Y4

Attn: Jennifer Bewley
Email: jennifer.bewley@hbc.com

With a copy to:

Stikeman Elliott LLP
5300 Commerce Court West
199 Bay Street
Toronto, ON M5L 1B9

Attn: Ashley Taylor / Maria Konyukhova
Email: ataylor@stikeman.com / mkonyukhova@stikeman.com

To the Monitor :

Alvarez & Marsal Canada Inc. Court appointed Monitor of Hudson's Bay Company
ULC et al.
Royal Bank Plaza, South Tower 200 Bay Street, Suite 29000
P.O. Box 22
Toronto, ON M5J 2J1

Attn: Alan Hutchens / Greg Karpel
Email: ahutchens@alvarezandmarsal.com / gkarpel@alvarezandmarsal.com

With a Copy to:

Bennett Jones LLP
3400 One First Canadian Place
P.O. Box 130
Toronto, ON M5X 1A4

Attn: Michael Shakra / Sean Zweig
Email: ShakraM@bennettjones.com / ZweigS@bennettjones.com

To the Broker:

Oberfeld Snowcap Inc.
121 King Street West, Suite 1800
Toronto, ON M5H 3T9

Attn: Jay Freedman
Email: jay@oberfeldsnowcap.com

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

Proceeding commenced at Toronto

**ORDER
(Lease Monetization Order)**

STIKEMAN ELLIOTT LLP
Barristers & Solicitors
5300 Commerce Court West
199 Bay Street
Toronto, Canada M5L 1B9

Ashley Taylor LSO#: 39932E
Email: ataylor@stikeman.com
Tel: +1 416-869-5236

Elizabeth Pillon LSO#: 35638M
Email: lpillon@stikeman.com
Tel: +1 416-869-5230

Maria Konyukhova LSO#: 52880V
Email: mkonyukhova@stikeman.com
Tel: +1 416-869-5230

Philip Yang LSO#: 82084O
Email: PYang@stikeman.com
Tel: +1 416-869-5593

Brittney Ketwaroo LSO#: 89781K
Email: bketwaroo@stikeman.com
Tel: +1 416-869-5524

Lawyers for the Applicants

TAB 9

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

THE HONOURABLE MR.) ~~MONDAY~~FRIDAY, THE
JUSTICE OSBORNE) ~~17TH~~21ST DAY
OF MARCH, 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 YSS 1 LP INC., HBC YSS 2 LP INC., HBC HOLDINGS GP
INC., SNOSPMIS LIMITED, 2472596 ONTARIO INC., and 2472598 ONTARIO INC.**

**ORDER
(Lease Monetization Process)**

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 YSS 1 LP Inc., HBC YSS 2 LP Inc., HBC Holdings GP Inc., Snospmis Limited, 2472596 Ontario Inc., and 2472598 Ontario Inc. (collectively, the "**Applicants**") for an order approving the Lease Monetization Process (defined below) was heard this day at 330 University Avenue, Toronto, Ontario and via videoconference.

ON READING the affidavits of Jennifer Bewley sworn March 7, 2025, and March 14, 2025, and the Exhibits thereto, the pre-filing report of Alvarez & Marsal Canada Inc. ("**A&M**"), in its capacity as proposed monitor of the Applicants dated March 7, 2025 (the "**Pre-Filing Report**"), the first report of A&M, in its capacity as monitor of the Applicants (in such capacity, the "**Monitor**"), dated March 16, 2025, and on hearing the submissions of counsel to the Applicants, counsel to the Monitor, and such other parties as listed on the Counsel Slip, with no one else appearing although duly served as appears from the affidavit of service of Brittney Ketwaroo sworn March 17, 2025.

SERVICE AND DEFINITIONS

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record herein 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 capitalized terms used but not otherwise defined herein have the meanings ascribed in the Lease Monetization Process attached hereto as Schedule "A" (the "Lease Monetization Process") or the Amended and Restated Initial Order, dated March ~~17~~21, 2025 (the "ARIO"), as applicable.

APPROVAL OF THE LEASE MONETIZATION PROCESS

3. **THIS COURT ORDERS** that the Lease Monetization Process ~~attached hereto as Schedule "A" (the "Lease Monetization Process")~~ is hereby approved. The Applicants, the Monitor and the Broker ~~(each as defined in the Lease Monetization Process)~~ are hereby authorized and directed to take any and all actions as may be necessary or desirable to implement and carry out the Lease Monetization Process.

4. **THIS COURT ORDERS** that the agreement dated March 20, 2025, engaging Oberfeld Snowcap Inc. ("Oberfeld") as Broker to Hudson's Bay in the form attached as Exhibit "B" to the Affidavit of Jennifer Bewley sworn March 21, 2025, and the retention of Oberfeld under the terms thereof, is hereby approved.

5. ~~4.~~ **THIS COURT ORDERS** that each of the Applicants, the Monitor, the Broker and their respective affiliates, partners, directors, employees, agents and controlling persons shall have no liability with respect to any and all losses, claims, damages or liabilities, of any nature or kind, to any person in connection with or as a result of the Lease Monetization Process, except to the extent such losses, claims, damages or liabilities result from the gross negligence or wilful misconduct of the Applicants, the Monitor, or the Broker, as applicable, in performing their obligations under the Lease Monetization Process, as determined by this Court.

6. ~~5.~~ **THIS COURT ORDERS** that notwithstanding anything else contained herein, the Applicants and any Related Person that wishes to submit or participate in a Sale Proposal must declare such intention to the Monitor and the Broker in writing by April 7, 2025. If the Applicant or any Related Person makes such declaration, the Monitor and the Broker shall

design and implement additional procedures for the Lease Monetization Process in respect of the sharing of information with the Applicants so as to ensure and preserve the fairness of the Lease Monetization Process and shall advise the parties on the service list for these proceedings of these additional procedures.

7. ~~6.~~ **THIS COURT ORDERS** that notwithstanding any other term contained herein and paragraph 11 of the ARIO, on or before July 15, 2025, the Applicants shall send a notice of disclaimer with respect to any Lease that is not subject to a Successful Bid pursuant to the SISP or the Lease Monetization Order that has not been terminated in accordance with terms thereof.

8. ~~7.~~ **THIS COURT ORDERS** that, pursuant to section 3(c) of the Electronic Commerce Protection Regulations, Reg. 81000-2-175 (SOR/DORS), the Applicants, the Monitor and the Broker are authorized and permitted to send, or cause or permit to be sent, commercial electronic messages to an electronic address of prospective bidders or offerors and to their advisors, but only to the extent required to provide information with respect to the Lease Monetization Process in these proceedings.

9. ~~8.~~ **THIS COURT ORDERS** that the Applicants or the Monitor may from time to time apply to this Court to amend, vary or supplement this Order or for advice and directions in the discharge of their respective powers and duties hereunder.

10. ~~9.~~ **THE COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States, to give effect to this Order and to assist the Applicants, the Monitor and their respective 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 Applicants and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicants and the Monitor and their respective agents in carrying out the terms of this Order.

11. ~~10.~~ **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Standard/Daylight Time on the date of this Order.

|

|

LEASE MONETIZATION PROCESS

Introduction

On March 7, 2025, Hudson's Bay Company ULC Compagnie De La Baie D'Hudson SRI (the "**Company**") and those parties listed in Schedule "**A**" hereto (collectively, the "**Applicants**") sought and obtained protection under the *Companies' Creditors Arrangement Act* (the "**CCAA**") pursuant to an initial order (as amended, restated or varied from time to time, the "**Initial Order**") granted by the Ontario Superior Court of Justice (Commercial List) (the "**Court**"). Parties listed in Schedule "**B**" were also granted protection as "Non-Applicant Stay Parties". Alvarez & Marsal Canada Inc. was appointed as monitor in the CCAA proceedings (in such capacity, the "**Monitor**").

On March 14, 2025, the Applicants served a motion seeking, among other things, an order for the approval of a sale process (as same may be amended from time to time, the "**Lease Monetization Process**") pursuant to, and in accordance with, the Lease Monetization Order (as defined below) to be conducted under the supervision of the Court and the Monitor.

The purpose of this Lease Monetization Process is to seek Sale Proposals from Qualified Bidders and to implement one or a combination of them in respect of the Leases, which implementation may include sales, dispositions, assignments, surrender (if accepted by the applicable landlord), or other transaction forms. The Applicants, in their reasonable business judgment, and in consultation with the Broker, the Monitor, ~~the DIP Agent~~ and ~~the Pathlight Agent~~ Agents, may, from time to time, withdraw any Lease from this Lease Monetization Process in accordance with the CCAA, the Applicants' rights under the Initial Order, or if any agreement is reached with the landlord of the relevant Lease.

On March ~~17~~21, 2025, the Court entered an order approving the Lease Monetization Process (the "**Lease Monetization Order**").

This Lease Monetization Process describes, among other things: (a) the Leases available for sale (which, for greater certainty, is without prejudice to the position of a Landlord as to whether a Non-Applicant Stay Party's interest in a Lease can be subject to such sale) (the "**Landlord Reservation of Rights**"); (b) the manner in which Interested Bidders may gain access to due diligence materials concerning the Leases; (c) the manner in which bidders and bids become Qualified LOI Bidders or Qualified Bidders and Qualified LOI Bids or Qualified Bids, respectively; (d) the ultimate selection of one or more Successful Bidders; and (e) the process for obtaining such approvals (including the approval of the Court) as may be necessary or appropriate in respect of a Successful Bid, as applicable.

Defined Terms

1. The following capitalized terms have the following meanings when used in this Lease Monetization Process:

(a) "**Agents**" means collectively: (a) Bank of America, N.A. (including acting through branches and affiliates) in its capacity as administrative agent and collateral agent under the ABL Credit Agreement; (b) Restore Capital, LLC in its capacity as agent for the FILO Credit Facility lenders under the ABL Credit Agreement; and (c) Pathlight Capital LP, in its capacity as administrative agent under the

Pathlight Credit Agreement (each as defined in the Affidavit of Jennifer Bewley sworn March 7, 2025).

- (b) ~~(a)~~ **“Applicants”** is defined in the introduction hereto.
- (c) ~~(b)~~ **“Approval Motion”** is defined in paragraph 23.
- (d) ~~(c)~~ **“ARIO”** means the Amended and Restated Initial Order dated March ~~47~~21, 2025
- (e) ~~(d)~~ **“Broker”** means ~~Jones Lang LaSalle Real Estate Services,~~Oberfeld Snowcap Inc. _
- (f) ~~(e)~~ **“Business Day”** means a day (other than Saturday or Sunday) on which banks are generally open for business in Toronto, Ontario.
- (g) ~~(f)~~ **“CA”** means a confidentiality agreement in form and substance satisfactory to the Company, in consultation with the Monitor. For greater certainty, there is no requirement for Landlords to enter into CA’s in respect of their own Leases.
- (h) ~~(g)~~ **“CCAA”** is defined in the introduction hereto.
- (i) ~~(h)~~ **“Company”** is defined in the introduction hereto.
- (j) ~~(i)~~ **“Court”** is defined in the introduction hereto.
- (k) ~~(j)~~ **“Deposit”** is defined in paragraph 20(k).
- ~~(k) **“DIP Agent”** means Restore Capital, LLC, including its consultants, advisors and representatives.~~
- (l) **“Form of Purchase Agreement”** means the form of purchase and sale agreement to be developed by the Applicants, in consultation with the Monitor and the Broker, and provided to Qualified Bidders that submit a Qualified LOI for a Sale Proposal.
- (m) **“Initial Order”** is defined in the introduction hereto.
- (n) **“Interested Bidder”** is defined in paragraph 8.
- (o) **“Landlord LOI”** means a non-binding letter of intent from a landlord for an acquisition or consensual transaction for one or more of its Leases that is submitted on or before the Phase 1 Bid Deadline.
- (p) **“Landlord Qualified Bid”** means a final binding proposal from a landlord for an acquisition or consensual transaction for one or more of its Leases and which meets the requirements set out in paragraphs 20(a), 20(c), 20(d), 20(e), 20(g), 20(h), 20(i), 20(j), 20(k) and 20(l)
- (q) **“Lease Monetization Order”** is defined in the introduction hereto.

- (r) **"Leases"** means the Applicants' and the Non-Applicant Stay Parties' leasehold interests and all related rights and obligations in connection with the properties listed in Schedule **"C"** hereto, subject in all respects to the Landlord's Reservation of Rights, as defined herein.
- (s) **"LOI"** is defined in paragraph 7.
- (t) **"Monitor"** is defined in the introduction hereto.
- (u) **"Non-Applicant Stay Parties"** are the entities listed in Schedule **"B"** hereto.
- (v) **"Outside Date"** means June 17, 2025.
- ~~(w) **"Pathlight Agent"** means Pathlight Capital LP, by its general partner, Pathlight GP LLC, as agent to certain lenders under the Pathlight Credit Facility (as defined in the Affidavit of Jennifer Bowley sworn March 7, 2025).~~
- (w) ~~(x)~~ **"Phase 1"** is defined in paragraph 7.
- (x) ~~(y)~~ **"Phase 1 Bid Deadline"** is defined in paragraph 9.
- (y) ~~(z)~~ **"Phase 2"** means such period of time from the Phase 1 Bid Deadline to the Approval Motion.
- (z) ~~(aa)~~ **"Qualified Bid"** means an offer or combination of offers, in the form of a Sale Proposal or Sale Proposals, which meets the requirements of paragraph 20.
- (aa) ~~(bb)~~ **"Qualified Bid Deadline"** is defined in paragraph 18.
- (bb) ~~(cc)~~ **"Qualified Bidder"** means a bidder that submits a Qualified Bid.
- (cc) ~~(dd)~~ **"Qualified LOI"** is defined in paragraph 10.
- (dd) ~~(ee)~~ **"Qualified LOI Bid"** is defined in paragraph 16.
- (ee) ~~(ff)~~ **"Qualified LOI Bidder"** is defined in paragraph 16.
- (ff) ~~(gg)~~ **"Related Person"** has the same meaning as in the *Bankruptcy and Insolvency Act* (Canada).
- (gg) ~~(hh)~~ **"Sale Proposal"** means an offer to acquire or otherwise assume of all or some of the Leases. A "Sale Proposal" may include a transaction involving the assignment and assumption, and/or surrender of a Lease or Leases (in the case of a surrender, such proposal may only form part of a Landlord Qualified Bid, or otherwise require the Landlord's consent to a surrender of the Lease).
- (hh) ~~(ii)~~ **"SISP"** means the Sale and Investment Solicitation Process approved by the Court on March ~~47~~21, 2025.

- (ii) ~~(ji)~~ **“Successful Bid”** is defined in paragraph 22(b).
- (jj) ~~(kk)~~ **“Successful Bidder”** is defined in paragraph 22(b).
- (kk) ~~(ll)~~ **“Targeted Outside Date”** means June 3, 2025, or such later date as may be determined by the Applicants, on consent of the Monitor, in consultation with the Broker, ~~the Pathlight Agent~~ and the ~~DIP Agent~~ Agents, provided that in no event shall such date be after June 17, 2025.
- (ll) ~~(mm)~~ **“Teaser Letter”** is defined in paragraph 4.

Supervision of the Lease Monetization Process

2. The Monitor will supervise, in all respects, the Lease Monetization Process, any attendant sales and, without limitation, will supervise the ~~Broker's~~ Broker's performance under its engagement by the Company in connection therewith. The Applicants shall assist and support the efforts of the Monitor and the Broker as provided for herein. In the event that there is disagreement or clarification required as to the interpretation or application of this Lease Monetization Process or the responsibilities of the Monitor, the Broker or the Applicants hereunder, the Court will have jurisdiction to hear such matter and provide advice and directions, upon application of any interested person. For the avoidance of doubt, and without limiting the rights and protections afforded to the Monitor under the CCAA, the Initial Order and the Lease Monetization Order, the terms of the Initial Order and the Lease Monetization Order shall govern the Monitor's role as it relates to the Lease Monetization Process.

“As Is, Where Is”

3. The sale of the Leases will be on an **“as is, where is”** basis and without representations or warranties of any kind, nature, or description by the Monitor, the Broker, the Applicants or any of their respective directors, officers, employees, advisors, professionals, agents, estates or otherwise, except and only to the extent set forth in a definitive sale agreement executed by an Applicant.

Solicitation of Interest

4. As soon as reasonably practicable, but in any event no later than three (3) Business Days after the issuance of the Lease Monetization Order, the Broker shall distribute an initial offering summary of the Leases in form acceptable to the Applicants and the Monitor (the **“Teaser Letter”**) notifying those potentially interested parties that are identified by the Broker, the Monitor and the Applicants, each in their sole discretion, of the existence of the Lease Monetization Process and inviting such parties to express an interest in making an offer to acquire all or some of the Leases.

Participation Requirements

5. Unless otherwise ordered by the Court, or as otherwise determined by the Applicants, in consultation with the Monitor, each person seeking to participate in the Lease Monetization Process other than a Landlord in respect of any of its own Leases must

deliver to the Broker at the address specified in Schedule “D” hereto (including by email transmission):

- (a) a letter setting forth such person's identity, the contact information for such person and full disclosure of the principals of such person; and
- (b) an executed CA which shall include provisions whereby such person agrees to accept and be bound by the provisions contained therein.

~~6. The DIP Agent and any other secured lender of the Applicants shall not have the right to credit bid their secured debt against the assets secured thereby.~~

6. All secured creditors of the Applicants shall have the right to bid in the Lease Monetization Process, including by way of credit bid, provided however that until a secured creditor, including the Agents, declare that they will not submit a bid in the Lease Monetization Process, the Monitor and the Applicants may place such limitations on the consultation and consent rights contained herein as they consider appropriate.

LEASE MONETIZATION PROCESS - PHASE 1

Phase 1 Initial Timing

- 7. For a period from the date of the Lease Monetization Order until the Phase 1 Bid Deadline (“**Phase 1**”), the Broker (with the assistance of the Monitor and the Applicants) will solicit non-binding letters of intent from prospective parties to acquire one or more of the Leases (each, an “**LOI**”).

Due Diligence

- 8. Subject to the provisions of paragraph ~~30~~28, the Broker will provide each party who executes a CA (an “**Interested Bidder**”) with access to an electronic data room. The Monitor, the Broker and the Applicants, and each of their representatives, make no representation or warranty as to the information: (a) contained in the electronic data room; (b) provided through any diligence process; or (c) otherwise made available, except to the extent expressly contemplated in any definitive sale agreement executed by an Applicant.

Non-Binding Letters of Intent from Interested Bidders

- 9. Interested Bidders that wish to pursue a Sale Proposal must deliver an LOI to the Broker at the address specified in Schedule “D” hereto (including by email transmission), so as to be received by the Broker not later than 5:00 PM (Toronto time) on or before April 15, 2025, or such later date or time as may be determined by the Applicants, with the consent of the Monitor, in consultation with the Broker, ~~the Pathlight Agent~~ and the ~~DIP Agent~~Agents (the “**Phase 1 Bid Deadline**”). Notwithstanding anything else contained herein, the Applicants and any Related Person that wishes to submit an LOI or participate in Lease Monetization Process must declare such intention to the Broker and the Monitor in writing by April 7, 2025. If the Applicant or any Related Party makes such declaration, the Broker and the Monitor shall design and implement additional

procedures for the Lease Monetization Process in respect of the sharing of information with the Applicants so as to ensure and preserve the fairness of the Lease Monetization Process and shall advise the parties on the service list for these proceedings of these additional procedures.

10. An LOI so submitted will be considered a qualified LOI for the purposes hereof (each a **“Qualified LOI”**) only if:
 - (a) it is submitted on or before the Phase 1 Bid Deadline;
 - (b) it contains an indication of whether the Interested Bidder is offering to acquire all or some of the Leases;
 - (c) it identifies or contains the following:
 - (i) the purchase price (or range thereof) in Canadian dollars;
 - (ii) the Leases or Lease subject to the transaction; and
 - (iii) any proposed allocation of the purchase price as between each Lease;
 - (d) it provides a general description of any likely financing associated with the proposed transaction, subject to any restrictions that may exist in the applicable Leases;
 - (e) it provides a general description as to whether the Interested Bidder anticipates its bid containing any provisions that do not conform to the restrictions surrounding the “permitted use” of the property as defined in each of the Leases;
 - (f) it describes any additional due diligence required to be conducted during Phase 2;
 - (g) it identifies any anticipated terms or conditions of the Sale Proposal that may be material to the proposed transaction; and
 - (h) it contains such other information reasonably requested by the Applicants in consultation with the Monitor and the Broker.
11. Notwithstanding anything to the contrary contained herein, a Landlord LOI shall be deemed to be a Qualified LOI.
12. The Applicants, with the consent of the Monitor and in consultation with the Broker, may waive compliance with any one or more of the requirements specified in paragraph 10 (other than those in 10(c) and (d)) and deem such non-compliant bids to be a Qualified LOI. However, for the avoidance of doubt, the completion of any Sale Proposal shall be subject to the approval of the Court and the requirement of such approval may not be waived.

Assessment of Qualified LOIs and Continuation or Termination of Lease Monetization Process

13. Within five (5) Business Days following the Phase 1 Bid Deadline, or such later date as may be reasonably determined by the Applicants with the consent of the Monitor, in consultation with the Broker, ~~the Pathlight Agent~~ and the ~~DIP Agent~~ Agents, the Applicants will, in consultation with the Broker, the ~~Pathlight Agent, the DIP Agent~~ Monitor, and the ~~Monitor~~ Agents, assess the Qualified LOIs received during Phase 1, and will determine whether there is a reasonable prospect of obtaining a Qualified Bid. For the purpose of such consultations and evaluations, the Monitor or the Broker may request clarification of the terms of any Qualified LOI submitted by an Interested Bidder.
14. In assessing the Qualified LOIs submitted in Phase 1, the Applicants, following consultation with the Monitor, the ~~Pathlight Agent, the DIP Agent~~ Broker and the ~~Broker~~ Agents, will consider, among other things, the following:
- (a) the form and amount of consideration being offered;
 - (b) the effect of accepting Sale Proposals which are not on an en bloc basis;
 - (c) the financial capability of the Interested Bidder to consummate the proposed transaction;
 - (d) the financial and other capabilities of the Interested Bidder to perform, observe and comply with the terms (including payment, use provisions and other obligations) of the applicable Lease(s);
 - (e) the anticipated conditions to closing of the proposed transaction (including any required regulatory and landlord approvals);
 - (f) the estimated time required to complete the proposed transaction and whether, in the Applicants' reasonable business judgment, in consultation with the Monitor and the Broker, it is reasonably likely to result in the execution of a definitive agreement on or before the Targeted Outside Date and in any event, no later than the Outside Date; and
 - (g) such other criteria as the Applicants may, in consultation with the Monitor and the Broker, determine.
15. If one or more Qualified LOIs are received and the Applicants, in consultation with the Broker, the ~~Pathlight Agent, the DIP Agent~~ Monitor, and the ~~Monitor~~ Agents, determine that there is a reasonable prospect of obtaining a Qualified Bid, the Applicants shall continue the Lease Monetization Process as set forth herein.

PHASE 2

Due Diligence

16. Each Interested Bidder that: (a) submits a Qualified LOI; and (b) is not eliminated from the Lease Monetization Process by the Applicants, following consultation with the Broker and the Monitor, and after assessing whether such Qualified LOI meets the criteria in paragraph 14 herein, may be invited by the Applicants to participate in Phase 2 (each such bidder, a **"Qualified LOI Bidder"**).

17. Subject to the provisions of paragraph ~~30~~²⁸, to the extent that a Qualified LOI Bidder requested due diligence within their Qualified LOI as per paragraph 10(f) herein, the Broker will provide the Qualified LOI Bidder with access to due diligence materials and information relating to the Leases as the Applicants, in their reasonable business judgment and in consultation with the Broker and the Monitor, determine appropriate, including all guarantees and indemnities by any person, and information or materials reasonably requested by Qualified LOI Bidders.

Qualified Bids

18. The Phase 2 deadline for submission of binding bids to be considered for the sales of Lease(s) (the “**Qualified Bids**”) shall be May 1, 2025, or such later date or time as may be determined by the Applicants with the consent of the Monitor and in consultation with the Broker, ~~the Pathlight Agent~~ and the ~~DIP Agent~~^{Agents} (the “**Qualified Bid Deadline**”).
19. Notwithstanding anything to the contrary herein, a Landlord Qualified Bid shall be deemed to be a Qualified Bid.
20. Any Qualified LOI Bidder who wishes to become a Qualified Bidder must submit a Qualified Bid satisfying the conditions set forth below for the applicable Lease(s):
- (a) it is received by the Qualified Bid Deadline;
 - (b) it is a final binding proposal in the form of a duly authorized and executed purchase agreement, including the purchase price for the Leases proposed to be acquired, based on the Form of Purchase Agreement and accompanied by a clean Word version and a blacklined mark-up to the Form of Purchase Agreement showing amendments and modifications made thereto, together with all exhibits and schedules thereto, and such ancillary agreements as may be required by the Qualified LOI Bidder with all exhibits and schedules thereto;
 - (c) it is irrevocable until the earlier of: (i) the approval by the Court of a Successful Bid, and (ii) 28 days following the Qualified Bid Deadline, provided that if such bidder is selected as a Successful Bidder, its offer will remain irrevocable until the closing of its Successful Bid;
 - (d) it includes written evidence of a firm, irrevocable commitment for financing, or other evidence of ability to consummate and perform the proposed transaction, and to meet all of the financial obligations under the Lease(s) that will allow the Applicants, in consultation with the Broker and the Monitor, to make a reasonable determination as to the Qualified LOI Bidder's financial and other capabilities to consummate and perform the transaction contemplated by its Qualified Bid;
 - (e) it lists the Lease(s) proposed to be subject to the bid and an allocation of the purchase price on a Lease by Lease basis;
 - (f) it includes details of any amendments which such Qualified LOI Bidder seeks in respect of any such Lease(s) from the applicable landlord(s) and other non-landlord liabilities to be assumed by the Qualified LOI Bidder, provided that, for greater certainty, nothing in this Lease Monetization Process shall be

construed to: (i) permit or require any amendments to the terms of any Lease(s) without the prior written consent of the applicable landlord(s), or (ii) obligate any landlord to negotiate with a Qualified LOI Bidder regarding any such amendments;

- (g) it is not conditional upon, among other things:
 - (i) the outcome of unperformed due diligence by the Qualified LOI Bidder; or
 - (ii) obtaining financing;
- (h) it fully discloses the identity of each entity that will be sponsoring or participating in the bid, and the complete terms of such participation;
- (i) with respect to any condition to closing contained in the definitive documentation, it outlines the anticipated time frame and any anticipated impediments for obtaining such approvals;
- (j) it includes evidence, in form and substance reasonably satisfactory to the Applicants, the Monitor and the Broker, that the requisite authorization(s) and/or approval(s) with respect to the submission, execution, delivery and closing of the transaction contemplated by the bid have been obtained by the bidder;
- (k) it is accompanied by a deposit (the “**Deposit**”) in the form of a wire transfer (to a bank account specified by the Monitor), or such other form acceptable to the Monitor, payable to the order of the Monitor on behalf of the Applicants, in trust, in an amount equal to 10% of the purchase price for the Lease(s) proposed to be acquired, to be held and dealt with in accordance with the terms of a definitive agreement executed by an Applicant and this Lease Monetization Process.
- (l) it includes an acknowledgement and representation that the bidder: (i) has relied solely upon its own independent review, investigation and/or inspection of any documents and/or the assets to be acquired and liabilities to be assumed in making its bid; (ii) did not rely upon any written or oral statements, representations, promises, warranties or guaranties whatsoever, whether express or implied (by operation of law or otherwise), regarding the Leases to be acquired or liabilities to be assumed or the completeness of any information provided in connection therewith, except as expressly stated in the purchase and sale agreement; and (iii) acknowledges that the occupancy of the premises set forth in the Leases may not be available until the completion of any inventory sale at the premises; and
- (m) it contains such other information reasonably requested by the Applicants, in consultation with the Monitor and the Broker.

21. The Applicants with the consent of the Monitor, in consultation with the Broker, the ~~Pathlight Agent, the DIP Agent~~Monitor and the ~~Monitor~~Agents, may waive compliance with any one or more of the requirements with respect to Qualified Bids or Landlord Qualified Bids specified herein.

22. The Applicants, in consultation with the Broker, the Monitor, ~~the DIP Agent~~ and the ~~Pathlight Agent~~Agents:
- (a) may engage in negotiations with Qualified Bidders as they deem appropriate and may accept revisions to Qualified Bids, in their discretion;
 - (b) shall determine which is the most favourable bid with respect to such Lease(s) (the **"Successful Bid"** and the person(s) who made the Successful Bid shall become the **"Successful Bidder"**), taking into account, among other things:
 - (i) the form and amount of consideration being offered;
 - (ii) whether the Qualified Bid maximizes value for the Leases, including the effect of accepting Sale Proposals which are not on an en bloc basis;
 - (iii) the demonstrated financial capability of the Qualified Bidder to consummate the proposed transaction and capability of performing the obligations of the tenant under the applicable Lease(s);
 - (iv) the conditions to closing of the proposed transaction (including any required regulatory and landlord approvals and any lease amendments);
 - (v) the terms and provisions of any proposed transaction documentation;
 - (vi) the estimated time required to complete the proposed transaction and whether, in the Applicants' reasonable business judgment, in consultation with the Monitor and the Broker, it is reasonably likely to result in the execution of a definitive agreement on or before the Targeted Outside Date and in any event, no later than the Outside Date; and
 - (vii) such other criteria as the Applicants may in consultation with the Monitor and the Broker determine.

Approval Motion for Definitive Agreements

23. The Applicants will apply to the Court (the **"Approval Motion"**) for an order, among other things, approving the Successful Bid(s), and authorizing the Applicants to enter into any and all necessary agreements with respect to the Successful Bid(s), as applicable, and to undertake such other actions as may be necessary or appropriate to give effect to the Successful Bid(s), as applicable. The Approval Motion may be adjourned or rescheduled by the Applicants, in consultation with the Monitor, ~~the Pathlight Agent~~ and the ~~DIP Agent~~, and Agents, without further notice by an announcement of the adjourned date at the Approval Motion. Nothing in this Lease Monetization Process and nothing in any arrangements made during the course thereof between the Monitor and/or the Applicants on the one hand and a Successful Bidder on the other shall in any way prejudice or impair the ability of a Landlord(s) to object to the Court approval of a Successful Bid.

OTHER TERMS

Approvals

24. For the avoidance of doubt, the approvals required pursuant to the terms hereof are in addition to, and not in substitution for, any other approvals required by the CCAA or any other statute or as otherwise required at law in order to implement a Successful Bid, or Qualified Bid, as applicable.

Amendment

25. If there is any proposed material modification to the Lease Monetization Process by the Applicants, the Applicants will seek Court approval of such material modification on notice to the Service List. Otherwise, the Applicants retain the discretion, with the consent of the Monitor and in consultation with the Broker, ~~the Pathlight Agent~~ and the ~~DIP Agent~~ Agents, to modify the Lease Monetization Process from time to time.

Disclaimers

26. Notwithstanding any other term contained herein and paragraph ~~44~~ 12 of the ARIO, on or before July 15, 2025, the Applicant shall send a notice of disclaimer with respect to any Lease that is not subject to a Successful Bid pursuant to the SISP or this Lease Monetization Process that has not been terminated in accordance with terms thereof.

~~DIP Agent Communications~~

- ~~27. The Applicants, the Monitor and the Broker shall make best efforts to communicate and consult with the DIP Agent throughout and with respect to all aspects of the Lease Monetization Process (including, but not limited to, the Teaser Letter, the Form of Purchase Agreement, all bids received, any landlord discussions or engagement related to the Lease Monetization Process, and any proposed material modifications to the Lease Monetization Process). The Applicants, the Monitor and the Broker shall make best efforts to keep the DIP Agent reasonably apprised of all aspects of the Lease Monetization Process (including by providing copies of all LOIs and bids within one day of receipt of same) and provide the DIP Agent with any and all additional information reasonably requested in connection therewith.~~

~~Pathlight Communications~~

- ~~28. The Applicants, the Monitor and the Broker shall make best efforts to communicate and consult with the Pathlight Agent throughout and with respect to all aspects of the Lease Monetization Process (including, but not limited to, the Teaser Letter, the Form of Purchase Agreement, all bids received, any landlord discussions or engagement related to the Lease Monetization Process, and any proposed material modifications to the Lease Monetization Process). The Applicants, the Monitor and the Broker shall make best efforts to keep the Pathlight Agent reasonably apprised of all aspects of the Lease Monetization Process (including by providing copies of all LOIs and bids within one day of receipt of same) and provide the Pathlight Agent with any and all additional information reasonably requested in connection therewith.~~

Monitor Updates

27. ~~29.~~ The Monitor will provide periodic updates to the Court on notice to the Service List with respect to the conduct and progress of the Lease Monetization Process, including an update to be delivered to the Court at the conclusion of Phase 1.

Reservation of Rights

28. ~~30.~~ The Applicants, in their reasonable business judgment and in consultation with the Monitor and the Broker, may provide Interested Bidders with any diligence materials and information, including site visits, that the Applicants deem necessary and appropriate to maximize the value of Lease Monetization Process at any time after entry of the Lease Monetization Order.
29. ~~31.~~ Notwithstanding anything else contained herein, at any time after entry of the Lease Monetization Order, the Applicants, in their reasonable business judgment and in consultation with the Broker, the Monitor, ~~the Pathlight Agent~~ and the ~~DIP Agent~~ Agents, may, from time to time, withdraw any Lease(s) from this Lease Monetization Process in accordance with the CCAA, the Applicants' rights under the Initial Order, or if any agreement is reached with the landlord of the relevant Lease(s).
30. ~~32.~~ The Applicants, after consultation with the Broker, the Monitor, ~~the DIP Agent~~ and the ~~Pathlight Agent~~ Agents, may reject any or all bids. For the avoidance of doubt, the approvals required pursuant to the terms hereof are in addition to and not in substitution for, any other approvals required by the CCAA or any other statute or as otherwise required at law, ~~in the DIP Term Sheet~~ or any other Order of the Court in order to implement a Successful Bid or Qualified Bid, as applicable.
31. ~~33.~~ To the extent any notice of changes to these procedures or related dates, time, or locations is required or otherwise appropriate, the Monitor may publish such notices on the Monitor's public web site at <http://www.alvarezandmarsal.com/HudsonsBay> and the Applicants shall forthwith serve such notices on the Service List, and such notice shall be deemed satisfactory, subject to any other notice requirements specifically set forth herein or as required by the Court.
32. ~~34.~~ This Lease Monetization Process does not, and will not be interpreted to, create any contractual or other legal relationship between the Applicants, the Broker or the Monitor and any Qualified Bidder, other than, with respect to the Applicants, as specifically set forth in a definitive agreement that may be executed by an Applicant. At any time during the Lease Monetization Process, the Applicants or the Monitor may apply to the Court for advice and directions with respect to the discharge of their powers and duties hereunder.
33. ~~35.~~ Nothing in the Lease Monetization Process or the Lease Monetization Order acknowledges or declares that the interests in the Leases being marketed within this Lease Monetization Process are capable of being transferred by the Applicants or the Non-Applicant Stay Parties. For clarity, all parties' ability to challenge the Applicants' and Non-Applicant Stay Parties' ability to transfer any Leases are expressly preserved and not derogated from (the "Reservation of Rights").-
34. All consent and consultation rights provided to the Agents in this Lease Monetization in respect of any JV Head Lease shall instead be provided to RioCan Real Estate

Investment Trust and the relevant Non-Applicant Secured Creditor(s) (as defined in the ARIQ) of the Non-Applicant Stay Party in respect of such Business or Property, to the exclusion of the Agents.

35. In respect of any JV Head Lease (as defined in the Initial Order) and without detracting from the Reservation of Rights and any rights RioCan Real Estate Investment Trust and/or its affiliates may have in relation to such JV Head Lease, no bid shall be considered a Qualified Bid or Landlord Qualified Bid: (a) in respect of any JV Head Lease without the prior written consent of the relevant Non-Applicant Secured Creditor in respect of such JV Head Lease; and (b) in respect of RioCan Real Estate Investment Trust's interest in any JV Head Lease without the prior written consent of RioCan Real Estate Investment Trust. All references to the consent of any party in this paragraph relating to any JV Head Lease with a Non-Applicant Stay Party and RioCan Real Estate Investment Trust is in addition to any consent right that may exist in favour of the landlord under the applicable JV Head Lease.

Agents Consultation

36. The Applicants, the Monitor and the Broker will communicate and consult with all Agents through the Lease Monetization Process and will provide information to the Agents in connection with such communications, including copies of all bids within one day of receipt of same. The Applicants, the Monitor and the Broker shall provide the Agents with any and all information reasonably requested with respect to the Lease Monetization Process.

Landlord Communications

37. ~~36.~~ The Applicants, the Monitor and the Broker will communicate with the landlord party to the Leases from time to time, as appropriate, in connection with their respective interests in the Lease Monetization Process.

SCHEDULE A

Applicants

HBC Canada Parent Holdings Inc.

HBC Canada Parent Holdings 2 Inc.

The Bay Holdings ULC

HBC Bay Holdings I Inc.

HBC Bay Holdings II ULC

HBC Centerpoint GP Inc.

HBC YSS 1 LP Inc.

HBC YSS 2 LP Inc.

HBC Holdings GP Inc.

Snospmis Limited

2472596 Ontario Inc.

2472598 Ontario Inc.

SCHEDULE B

Non-Applicant Stay Parties

RioCan-HBC General Partner Inc.

HBC Holdings LP

RioCan-HBC Limited Partnership

RioCan-HBC (Ottawa) Holdings Inc.

RioCan-HBC (Ottawa) GP, Inc.

RioCan-HBC (Ottawa) Limited Partnership

HBC YSS 1 Limited Partnership

HBC YSS 2 Limited Partnership

HBC Centerpoint LP

The Bay Limited Partnership

SCHEDULE "C"**LEASES****Hudson's Bay**

Center	City	Prov.	GLA	Landlord
The Bay Centre	Victoria	BC	229,275	Manulife - Jones Lang LaSalle
Polo Park Shopping Centre	Winnipeg	MB	212,086	Cadillac Fairview
Midtown Plaza	Saskatoon	SK	174,306	Cushman & Wakefield
Market Mall	Calgary	AB	200,000	Cadillac Fairview
Cambridge Centre	Cambridge	ON	131,453	Morguard
Fairview Park	Kitchener	ON	184,714	Westcliff
Sherway Gardens	Toronto	ON	223,477	Cadillac Fairview
Champlain Mall	Brossard	QC	143,786	Cominar
Woodbine Centre	Toronto	ON	139,953	Woodbine Mall Holdings Inc.
Fairview Pointe Claire	Pointe Claire	QC	179,578	Cadillac Fairview
St. Laurent Shopping Centre	Ottawa	ON	145,074	Morguard
Markville Shopping Centre	Markham	ON	140,094	Cadillac Fairview
Erin Mills Town Centre	Mississauga	ON	140,526	Cushman & Wakefield
Aberdeen Mall	Kamloops	BC	123,289	Cushman & Wakefield
Willowbrook Shopping Centre	Langley	BC	131,146	Quadreal Property Group
Kingsway Garden Mall	Edmonton	AB	153,264	Oxford
Fairview Mall	Toronto	ON	152,420	Cadillac Fairview
Carrefour De L'Estrie	Sherbrooke	QC	116,265	Group Mach Inc
Sunridge Mall	Calgary	AB	161,330	Primaris
Centerpoint Mall	Toronto	ON	122,502	Morguard
Parkwood Mall	Prince George	BC	111,500	BentalGreen Oak

Center	City	Prov.	GLA	Landlord
Pickering Town Centre	Pickering	ON	121,730	PTC Ownership LP c/o Salthill Property Management Inc.
Mapleview Centre	Burlington	ON	129,066	Ivanhoe Cambridge
Upper Canada Mall	Newmarket	ON	142,780	Oxford
Coquitlam Centre	Coquitlam	BC	120,086	Morguard
Whiteoaks Mall	London	ON	165,759	Westdell Development
St. Vital Shopping Centre	Winnipeg	MB	122,002	BentallGreen Oak
Limeridge Mall	Hamilton	ON	125,307	Cadillac Fairview
Hillcrest Mall	Richmond Hill	ON	136,915	Oxford
Masonville	London	ON	84,928	Cadillac Fairview
Les Promenades Gatineau	Gatineau	QC	140,364	Westcliff
Les Galeries De La Capitale	Quebec City	QC	163,034	Primaris
Mayflower Mall	Sydney	NS	82,944	Mccor
Richmond Centre	Richmond	BC	169,692	Cadillac Fairview
Oakville Place	Oakville	ON	119,428	Riocan
Londonderry Mall	Edmonton	AB	60,838	Cushman & Wakefield
Medicine Hat Mall	Medicine Hat	AB	93,217	Primaris
St. Albert Centre	St. Albert	AB	93,313	Primaris
Orchard Park Shopping Centre	Kelowna	BC	127,290	Primaris
Village Green Mall	Vernon	BC	83,036	BentallGreen Oak
Mic Mac Mall	Dartmouth	NS	151,303	Cushman & Wakefield
Bramalea City Centre	Brampton	ON	131,438	Morguard
Cataraqui Town Centre	Kingston	ON	113,054	Primaris
Conestoga Mall	Waterloo	ON	130,580	Primaris

Center	City	Prov.	GLA	Landlord
Centre Commercial Rockland	Montreal	QC	147,594	Cominar
Place Rosemere Shopping Centre	Rosemere	QC	132,483	Morguard
Woodgrove Centre	Nanaimo	BC	146,452	Central Walk Woodgrove
Mayfair Shopping Centre	Victoria	BC	166,073	Central Walk Mayfair
Oshawa Centre	Oshawa	ON	122,624	Primaris
Carrefour Angrignon	LaSalle	QC	128,888	Westcliff
Yorkdale Shopping Centre	Toronto	ON	303,438	Oxford
Guildford Shopping Centre	Surrey	BC	174,462	Ivanhoe Cambridge
Centre Laval	Laval	QC	134,377	Cominar
Southgate Shopping Centre	Edmonton	AB	236,551	Primaris
Sevenoaks Shopping Centre	Abbotsford	BC	128,739	Morguard
Cherry Lane Shopping Centre	Penticton	BC	94,643	Manulife- Jones Lang LaSalle
Chinook Centre	Calgary	AB	206,514	Cadillac Fairview
Bower Place	Red Deer	AB	110,672	Quadreal Property Group
West Edmonton Mall	Edmonton	AB	164,250	Triple Five
Southcentre Mall	Calgary	AB	164,514	Oxford
Lethbridge Centre	Lethbridge	AB	133,243	Melcor
Georgian Mall	Barrie	ON	90,748	Riocan
Place d'Orleans Shopping Centre	Ottawa	ON	115,501	Primaris
Bayshore Shopping Centre	Ottawa	ON	180,696	Cushman & Wakefield
Pen Centre	St. Catharines	ON	150,110	BentallGreen Oak
Downtown	Vancouver	BC	636,828	RioCan-HBC Limited Partnership
Downtown	Calgary	AB	448,834	RioCan-HBC

Center	City	Prov.	GLA	Landlord
				Limited Partnership
Downtown	Montreal	QC	655,396	RioCan-HBC Limited Partnership
Downtown	Ottawa	ON	305,305	RioCan-HBC Limited Partnership
Square One	Mississauga	ON	204,174	Oxford
Devonshire Mall	Windsor	ON	165,584	RioCan-HBC Limited Partnership
Scarborough Town Centre	Toronto	ON	231,759	Oxford
Les Promenades St Bruno	St-Bruno	QC	131,808	Cadillac Fairview
Carrefour Laval	Laval	QC	177,022	Cadillac Fairview
Metrotown Centre	Burnaby	BC	140,545	Ivanhoe Cambridge II Inc. and Ivanhoe Cambridge Inc.
Park Royal Shopping Centre	Vancouver	BC	161,647	Park Royal Shopping Centre Holdings Ltd
Eglinton Square	Toronto	ON	115,205	KS Eglinton Square Inc.
176 Yonge St.	Toronto	ON	675,722	Ontrea Inc.
Les Galeries d'Anjou	Montreal	QC	176,474	Ivanhoe Cambridge Inc. – Anjou

Saks Fifth Avenue

Center	City	Prov.	GLA	Landlord
Sherway Gardens	Toronto	ON	132,256	Cadillac Fairview
Chinook Centre	Calgary	AB	115,586	Ontrea Inc.
Toronto Eaton Centre	Toronto	ON	175,000	Ontrea Inc.

Saks Fifth Avenue Off Fifth

Center	City	Prov.	GLA	Landlord
Tanger Outlets	Ottawa	ON	28,357	Riocan Holdings (TJV) Inc. and 1633272 Alberta ULC
Outlet Collection at Niagara	Niagara	ON	32,387	The Outlet Collection (Niagara) Limited
Vaughan Mills	Vaughan	ON	34,992	Ivanhoe Cambridge II Inc. and TRE2 Non-US Bigfoot Corp.
Toronto Premium Outlets	Halton Hills	ON	24,887	Halton Hills Shopping Centre Partnership
Crossiron Mills	Rocky View	AB	30,009	Crossiron Mills Holdings Inc.
Queensway	Toronto	ON	27,042	Horner Developments Ltd. and Mantella & Sons Investments Ltd.
Downtown Ottawa	Ottawa	ON	34,887	RioCan-HBC Limited Partnership
Tsawwassen Mills	Tsawwassen	BC	32,733	Central Walk Tsawwassen Mills Inc.
Outlet Collection Winnipeg	Winnipeg	MB	32,204	The Outlet Collection at Winnipeg Limited and Seasons Retail Corp
Place Ste-Foy	Quebec	QC	33,254	Ivanhoe Ste-Foy Inc.
Pickering Town Centre	Pickering	ON	30,033	PTC Ownership LP
Skyview Power Centre	Edmonton	AB	30,026	Skyview Equities Inc. and SP Green Properties LP
Park Royal Shopping Centre	Vancouver	BC	33,300	Park Royal Shopping Centre Holdings Inc.

Distribution Centres

Center	City	Prov.	GLA	Landlord
Scarborough Logistics Center	Toronto	ON	738,102	100 Metropolitan Portfolio Inc
Vancouver Logistics Center	Richmond	BC	416,900	PIRET (18111 Blundell Road) Holdings Inc.
Eastern Big Ticket Center	Toronto	ON	501,000	ONTARI Holdings Ltd.
Toronto Logistics Center	Toronto	ON	221,244	BCIMC Realty Corporation

SCHEDULE D

To the Company:

Hudson Bay Company ULC
401 Bay Street
Toronto, ON M5H 2Y4

Attn: Jennifer Bewley
Email: jennifer.bewley@hbc.com

With a copy to:

Stikeman Elliott LLP
5300 Commerce Court West
199 Bay Street
Toronto, ON M5L 1B9

Attn: Ashley Taylor / Maria Konyukhova
Email: ataylor@stikeman.com / mkonyukhova@stikeman.com

To the Monitor :

Alvarez & Marsal Canada Inc. Court appointed Monitor of Hudson's Bay Company ULC et al.
Royal Bank Plaza, South Tower 200 Bay Street, Suite 29000
P.O. Box 22
Toronto, ON M5J 2J1

Attn: Alan Hutchens / Greg Karpel
Email: ahutchens@alvarezandmarsal.com / gkarpel@alvarezandmarsal.com

With a Copy to:

Bennett Jones LLP
3400 One First Canadian Place
P.O. Box 130
Toronto, ON M5X 1A4

Attn: Michael Shakra / Sean Zweig
Email: ShakraM@bennettjones.com / ZweigS@bennettjones.com

To the Broker:

~~Jones Lang LaSalle Real Estate Services,~~ Oberfeld Snowcap Inc.
~~510 West Georgia~~ 121 King Street West, Suite ~~2150~~ 1800

~~Vancouver, BC V6B 0M3~~

Toronto, ON M5H 3T9

Attn: ~~Connor O'Keeffe~~ Jay Freedman
Email: ~~Connor.Okeeffe@jll~~ jay@oberfeldsnowcap.com

~~To the DIP Agent~~

~~Restore Capital LLC
4705 Benton Smith Road
Nashville, TN 37215~~

~~Attn: Adam Zalev
Email: azalev@reflectadvisors.com~~

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

Proceeding commenced at Toronto

**ORDER
(Lease Monetization Order)**

STIKEMAN ELLIOTT LLP

Barristers & Solicitors
5300 Commerce Court West
199 Bay Street
Toronto, Canada M5L 1B9

Ashley Taylor LSO#: 39932E
Email: ataylor@stikeman.com
Tel: +1 416-869-5236

Elizabeth Pillon LSO#: 35638M
Email: lpillon@stikeman.com
Tel: +1 416-869-5230

Maria Konyukhova LSO#: 52880V
Email: mkonyukhova@stikeman.com
Tel: +1 416-869-5230

Philip Yang LSO#: 82084O
Email: PYang@stikeman.com
Tel: +1 416-869-5593

Brittney Ketwaroo LSO#: 89781K
Email: bketwaroo@stikeman.com
Tel: +1 416-869-5524

Lawyers for the Applicants

TAB 10

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

THE HONOURABLE MR.)	FRIDAY, THE 21 ST DAY
)	
JUSTICE OSBORNE)	OF MARCH, 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 YSS 1 LP INC., HBC YSS 2 LP INC., HBC HOLDINGS GP
INC., SNOSPMIS LIMITED, 2472596 ONTARIO INC., and 2472598 ONTARIO INC.**

**ORDER
(SISP Approval Order)**

THIS MOTION, made by 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 YSS 1 LP Inc., HBC YSS 2 LP Inc., HBC Holdings GP Inc., Snospmis Limited, 2472596 Ontario Inc., and 2472598 Ontario Inc. (collectively, the "**Applicants**") for an order approving the procedures for the Sale and Investment Solicitation Process in respect of the Applicants attached hereto as Schedule "A" (the "**SISP**") was heard this day at 330 University Avenue, Toronto, Ontario and via videoconference.

ON READING the affidavits of Jennifer Bewley sworn March 7, 2025, and March 14, 2025, and the Exhibits thereto, the pre-filing report of Alvarez & Marsal Canada Inc. ("**A&M**"), in its capacity as proposed monitor of the Applicants dated March 7, 2025 (the "**Pre-Filing Report**"), the first report of A&M, in its capacity as monitor of the Applicants (in such capacity, the "**Monitor**"), dated March 16, 2025, and on hearing the submissions of counsel to the Applicants, counsel to the Monitor, and such other parties as listed on the Counsel Slip, with no one else appearing although duly served as appears from the affidavit of service of Brittney Ketwaroo sworn March 17, 2025.

SERVICE AND DEFINITIONS

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record herein 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 capitalized terms used in this Order and not otherwise defined herein shall have the meanings ascribed to them in the SISP or the Amended and Restated Initial Order, dated March 21, 2025 (the “**ARIO**”), as applicable.

APPROVAL OF SALE AND INVESTMENT SOLICITATION PROCESS

3. **THIS COURT ORDERS** that the SISP (subject to any amendments thereto that may be made in accordance therewith and with the terms of this Order) be and is hereby approved and the Applicants and the Monitor are hereby authorized and directed to implement the SISP pursuant to its terms and the terms of this Order. The Applicants and the Monitor are hereby authorized and directed to take any and all actions as may be necessary or desirable to implement and carry out the SISP in accordance with its terms and this Order.
4. **THIS COURT ORDERS** that each of the Applicants, Reflect Advisors, LLC, (“**Reflect**”), the Monitor and their respective affiliates, partners, directors, employees, agents and controlling persons shall have no liability with respect to any and all losses, claims, damages or liabilities, of any nature or kind, to any person in connection with or as a result of the SISP, except to the extent of such losses, claims, damages or liabilities arising or resulting from the gross negligence or wilful misconduct of the Applicants, Reflect, or the Monitor, as applicable, in performing their obligations under the SISP, as determined by this Court.
5. **THIS COURT ORDERS** that, pursuant to section 3(c) of the Electronic Commerce Protection Regulations, Reg. 81000-2-175 (SOR/DORS), the Applicants, Reflect and the Monitor are authorized and permitted to send, or cause or permit to be sent, commercial electronic messages to an electronic address of prospective bidders or offerors and to their advisors, but only to the extent required to provide information with respect to the SISP in these proceedings.

6. **THIS COURT ORDERS** that notwithstanding anything contained in this Order or in the SISP, neither Reflect nor the Monitor shall take Possession of the Property or be deemed to take Possession of the Property, including pursuant to any provision of the Environmental Legislation.

7. **THIS COURT ORDERS** that notwithstanding anything else contained herein, the Applicants and any Related Person that wishes to submit or participate in a Sale Proposal or Investment Proposal must declare such intention to Reflect and the Monitor in writing by April 7, 2025. If the Applicant or any Related Person makes such declaration, Reflect and the Monitor shall design and implement additional procedures for the SISP in respect of the sharing of information with the Applicants so as to ensure and preserve the fairness of the SISP and shall advise the parties on the service list for these proceedings of these additional procedures.

PROTECTION OF PERSONAL INFORMATION

8. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5 (Canada) and any similar legislation in any other applicable jurisdictions, the Applicants, Reflect and the Monitor and each of their respective advisors are hereby authorized and permitted to disclose and transfer to prospective SISP participants (each, a **"Potential Bidder"**) and their advisors personal information of identifiable individuals (**"Personal Information"**), records pertaining to the Applicants' past and current employees, and information on specific customers, but only to the extent desirable or required to negotiate or attempt to complete a transaction under the SISP (each a **"Transaction"**). Each Potential Bidder to whom any Personal Information is disclosed shall maintain and protect the privacy of such Personal Information and limit the use of such Personal Information to its evaluation of a Transaction, and if it does not complete a Transaction, shall return all such information to the Applicants or the Monitor, or in the alternative destroy all such information and provide confirmation of its destruction if required by the Applicants, Reflect or the Monitor. Any successful bidder(s) shall maintain and protect the privacy of such information and, upon closing of the Transaction contemplated in the applicable Successful Bid, shall be entitled to use the personal information provided to it that is related to the Business and/or the Property acquired pursuant to the SISP in a manner that is in all material respects identical to the prior use of such information by the Applicants, and shall return all other personal

information to the Applicants, Reflect or the Monitor, or ensure that all other personal information is destroyed and provide confirmation of its destruction if requested by the Monitor, Reflect or the Applicants.

GENERAL

9. **THIS COURT ORDERS** that the Applicants or the Monitor may from time to time apply to this Court to amend, vary or supplement this Order or for advice and directions in the discharge of their powers and duties under the SISF.

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

11. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative bodies having jurisdiction in Canada, the United States of America, or in any other foreign jurisdiction, to give effect to this Order and to assist the Applicants, the Monitor and their respective 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 Applicants and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicants and the Monitor and their respective agents in carrying out the terms of this Order.

12. **THIS COURT ORDERS** that each of the Applicants and the Monitor be at liberty and are hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.

13. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. on the date of this Order.

Sale and Investor Solicitation Process

Introduction

On March 7, 2025, 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 YSS 1 LP Inc., HBC YSS 2 LP Inc., HBC Holdings GP Inc., Snospmis Limited, 2472596 Ontario Inc., and 2472598 Ontario Inc. (collectively, the "**Applicants**") obtained an initial order, as may be amended from time to time (the "**Initial Order**") under the *Companies' Creditors Arrangement Act* (the "**CCAA**") from the Ontario Superior Court of Justice (Commercial List) (the "**Court**").

Pursuant to an Order dated March 21, 2025 (the "**SISP Approval Order**"), the Court approved this sale and investor solicitation process ("**SISP**"). The purpose of this SISP is to seek Sale Proposals and Investment Proposals from Qualified Bidders and to implement one or a combination of them in respect of the Property and the Business.

This SISP describes, among other things: (a) the Property available for sale and the opportunity for an investment in the Business of the Applicants; (b) the manner in which prospective bidders may gain access to or continue to have access to due diligence materials concerning the Property and the Business; (c) the manner in which bidders and bids become Final Qualified Bidders and Final Qualified Bids, respectively; (d) the process for the evaluation of bids received; (e) the process for the ultimate selection of a Successful Bidder; and (f) the process for obtaining such approvals (including the approval of the Court) as may be necessary or appropriate in respect of a Successful Bid.

Defined Terms

1. The following capitalized terms have the following meanings when used in this SISP:
 - (a) "**Agents**" means collectively: (a) Bank of America, N.A. (including acting through branches and affiliates) in its capacity as administrative agent and collateral agent under the ABL Credit Agreement; (b) the FILO Agent; and (c) Pathlight Capital LP, in its capacity as administrative agent under the Pathlight Credit Agreement (each as defined in the Affidavit of Jennifer Bewley sworn March 7, 2025).
 - (b) "**ARIO**" means the Order of the Court dated March 21, 2025, amending and restating the Initial Order.
 - (c) "**Applicants**" is defined in the introduction hereto.
 - (d) "**Approval Motion**" is defined in paragraph 28.
 - (e) "**Auctions**" is defined in paragraph 21(a).
 - (f) "**Baseline Bid**" is defined in paragraph 24(d)(i).
 - (g) "**Bidding Phase**" is defined in paragraph 13.
 - (h) "**Bidding Phase Bid Deadline**" is defined in paragraph 14.

- (i) **"Business"** means the business of the Applicants and the Non-Applicant Stay Parties.
- (j) **"Business Day"** means a day (other than Saturday or Sunday) on which banks are generally open for business in Toronto, Ontario.
- (k) **"CCAA"** is defined in the introduction hereto.
- (l) **"Claims and Interests"** is defined in paragraph 10.
- (m) **"Confidential Information Memorandum"** is defined in paragraph 13.
- (n) **"Court"** is defined in the introduction hereto.
- (o) **"Data Room"** is defined in paragraph 13.
- (p) **"Deposit"** is defined in paragraph 15(m).
- (q) **"FILO Agent"** means Restore Capital, LLC in its capacity as agent for the FILO Credit Facility lenders under the ABL Credit Agreement (as defined in the Affidavit of Jennifer Bewley sworn March 7, 2025).
- (r) **"Final Qualified Bid"** is defined in paragraph 15.
- (s) **"Final Qualified Bidder"** is defined in paragraph 24(a).
- (t) **"Financial Advisor"** means Reflect Advisors, LLC.
- (u) **"Form of Investment Agreement"** means the form of equity investment agreement to be developed by the Applicants in consultation with the Monitor and the Financial Advisor and provided to those Qualified Bidders that executed an NDA for an Investment Proposal.
- (v) **"Form of Purchase Agreement"** means the form of purchase and sale agreement to be developed by the Applicants in consultation with the Monitor and the Financial Advisor and provided to those Qualified Bidders that executed an NDA for a Sale Proposal.
- (w) **"Initial Order"** is defined in the introduction hereto.
- (x) **"Investment Proposal"** means a proposal to invest in or refinance all or a portion of the Business of the Applicants.
- (y) **"Known Potential Bidders"** is defined in paragraph 6.
- (z) **"Lease Monetization Order"** means the Order of the Court dated March 21, 2025 approving of a sale process with respect to the Leases.
- (aa) **"Leases"** means the Applicants' and the Non-Applicant Stay Parties' leasehold interests and all related rights and obligations in connection therewith

- (bb) **“Liquidation Process Approval Order”** means the Order of the Court dated March 21, 2025 with respect to the proposed liquidation of inventory.
- (cc) **“Monitor”** means Alvarez & Marsal Canada Inc., solely in its capacity as the Court-appointed monitor of the Applicants in their proceedings under the CCAA.
- (dd) **“NDA”** means a non-disclosure agreement in form and substance satisfactory to the Monitor, the Financial Advisor and the Applicants, which will inure to the benefit of any purchaser of the Property or any investor in the Business or the Applicants.
- (ee) **“Non-Applicant Stay Parties”** has the definition ascribed to it in the Affidavit of Jennifer Bewley sworn March 7, 2025
- (ff) **“Outside Date”** means July 15, 2025, or such later date as may be agreed to by the Applicants, the Financial Advisor, and the Monitor.
- (gg) **“Potential Bidder”** is defined in paragraph 11.
- (hh) **“Property”** means all of property, assets and undertakings of the Applicants and the Non-Applicant Stay Parties.
- (ii) **“Qualified Bidder”** is defined in paragraph 12.
- (jj) **“Related Person”** has the same meaning as in the *Bankruptcy and Insolvency Act* (Canada).
- (kk) **“Sale Proposal”** means a proposal to acquire all or a portion of the Property relating to the Applicants’ Business on a liquidation or going concern basis.
- (ll) **“Senior Indebtedness”** means the obligations under the Revolving Credit Facility, FILO Credit Facility and Pathlight Credit Facility (as such terms are defined in the Affidavit of Jennifer Bewley sworn March 7, 2025).
- (mm) **“SISP Approval Order”** is defined in the introduction hereto.
- (nn) **“Solicitation Process”** means the process for soliciting and selecting bids for the sale of or investment in the Business and Property.
- (oo) **“Successful Bid”** is defined in paragraph 21(b).
- (pp) **“Successful Bidder”** is defined in paragraph 24(g).
- (qq) **“Teaser Letter”** is defined in paragraph 6.

Supervision of the SISP

2. The SISP Approval Order and the SISP shall exclusively govern the process for Solicitation Process. For the avoidance of doubt, the Lease Monetization Order shall govern the process for soliciting and selecting bids for the Leases and nothing in this SISP shall alter, restrict or otherwise modify the terms of the Lease Monetization Order.

3. The Monitor will supervise, in all respects, the SISP and any attendant sales or investments. The Monitor, in consultation with the Applicants, the Financial Advisor, and the Agents, shall have the right to adopt such other rules for the SISP that in its reasonable business judgement will better promote of the goals of the SISP. In the event that there is disagreement or clarification required as to the interpretation or application of this SISP or the responsibilities of the Monitor, the Financial Advisor or the Applicants hereunder, the Court will have jurisdiction to hear such matter and provide advice and directions, upon application by the Monitor or the Applicants. For the avoidance of doubt, with respect to the Monitor's role in regards to the SISP, the terms of the Initial Order concerning the Monitor's rights, duties and protections in the Applicants' CCAA proceedings shall govern.

Sale and Investment Opportunity

4. One or more bids for a sale of, or an investment in, all or a portion of the Business or the Property relating to the Applicants' Business will be considered, either alone or in combination as a Final Qualified Bid or a Successful Bid.
5. A bid may, at the option of the Qualified Bidder, involve, among other things, one or more of the following: a restructuring, recapitalization or other form of reorganization of the business and affairs of the Applicants as a going concern; a sale of the Property or any part thereof as contemplated herein to the Qualified Bidder or to a newly formed acquisition entity; or a plan of compromise or arrangement pursuant to the CCAA or any corporate or other applicable legislation.

Solicitation of Interest and Publication Notice

6. The Financial Advisor, in consultation with the Applicants, the Monitor, the Agents, and their respective advisors, has prepared a list of persons who may have an interest in bidding for the sale of or investment in the Business (the "**Known Potential Bidders**"). Concurrently, the Financial Advisor, in consultation with the Applicants, the Monitor and their respective advisors, has prepared an initial offering summary (the "**Teaser Letter**") notifying Known Potential Bidders of the existence of the SISP and inviting the Known Potential Bidders to express their interest in accordance with the terms of the SISP.
7. Within one business day of the granting of the SISP Approval Order, the Financial Advisor shall distribute to the Known Potential Bidders the Teaser Letter, as well as a copy of the SISP Approval Order and a draft form of NDA.
8. As soon as reasonably practicable after the granting of the SISP Approval Order, but in any event no more than three (3) Business Days after the issuance of the SISP Approval Order, the Applicants will issue a press release setting out the notice and such other information, in form and substance satisfactory to the Monitor in consultation with the Financial Advisor, designating dissemination in Canada and major financial centres in the United States.

"As Is, Where Is"

9. The sale of the Property or investment in the Business will be on an "as is, where is" basis and without surviving representations or warranties of any kind, nature, or description by the Monitor, the Applicants, the Financial Advisor or any of their respective agents, except

to the extent set forth in the definitive sale or investment agreement executed with a Successful Bidder.

Free Of Any and All Claims and Interests

10. In the event of a sale of all or a portion of the Property, subject to approval by the Court, all of the rights, title and interests of the Applicants in and to the Property to be acquired will be sold free and clear of all pledges, liens, security interests, encumbrances, claims, charges, options, and interests thereon and there against (collectively, the “**Claims and Interests**”) pursuant to such Court orders as may be desirable, except to the extent otherwise set forth in the definitive sale or investment agreement executed with a Successful Bidder.

Participation Requirements

11. In order to participate in the SISP, each person (a “**Potential Bidder**”) must deliver to the Financial Advisor, with a copy to the Monitor, at the addresses specified in Schedule “A” hereto (including by email):
 - (a) a letter setting forth the identity of the Potential Bidder, the contact information for such Potential Bidder and full disclosure of the principals of the Potential Bidder; and
 - (b) an executed NDA, which shall include provisions whereby the Potential Bidder agrees to accept and be bound by the provisions contained herein.
12. A Potential Bidder that has executed an NDA, and has delivered the documents and information described above, and that the Applicants, in their reasonable business judgement, in consultation with the Financial Advisor and the Monitor, determine is likely, based on the availability of financing, experience and other considerations, to be able to consummate a Sale Proposal or an Investment Proposal on or before the Outside Date will be deemed a “**Qualified Bidder**”, and will be promptly notified of such determination by the Financial Advisor.

SISP – BIDDING PHASE

Due Diligence

13. During this process (the “**Bidding Phase**”), each Qualified Bidder will be provided with: (i) a copy of a confidential information memorandum (the “**Confidential Information Memorandum**”) describing the opportunity to acquire all or a portion of the Property or invest in all or a portion of the Business; and (ii) access to an electronic data room of due diligence information for Qualified Bidders (the “**Data Room**”). The Data Room will contain such due diligence materials and information relating to the Property and the Business as the Financial Advisor, in its reasonable business judgment, in consultation with the Monitor and the Applicants, determines necessary, including, as appropriate, information or materials reasonably requested by Qualified Bidders, on-site presentation by senior management of the Applicants, and facility tours. The Monitor, the Financial Advisor and the Applicants make no representation or warranty as to the information (i) contained in the Confidential Information Memorandum or the Data Room; (ii) provided through the due diligence process; or (iii) otherwise made available in connection with this SISP, except to

the extent expressly contemplated in any definitive sale or investment agreement with a Successful Bidder executed and delivered by the Applicants. Selected due diligence materials may be withheld from certain Qualified Bidders if the Applicants and the Financial Advisor, in consultation and with the approval of the Monitor, determine such information to represent proprietary or sensitive competitive information.

14. A Qualified Bidder that wishes to pursue a Sale Proposal or an Investment Proposal must deliver a final binding proposal subject to the following requirements:
- (a) in the case of a Sale Proposal, a duly authorized and executed purchase agreement based on the Form of Purchase Agreement and accompanied by a mark-up of the Form of Purchase Agreement showing amendments and modifications made thereto, together with all exhibits and schedules thereto, and such ancillary agreements as may be required by the bidder with all exhibits and schedules thereto;
 - (b) in the case of an Investment Proposal, a duly authorized and executed investment agreement based on the Form of Investment Agreement and accompanied by a mark-up of the Form of Investment Agreement showing amendments and modifications made thereto, together with all exhibits and schedules thereto, and such ancillary agreements as may be required by the bidder with all exhibits and schedules thereto;

to the Financial Advisor, the Applicants and to the Monitor at the addresses specified in Schedule "A" hereto (including by email) so as to be received by it no later than 5:00 pm (Eastern Standard Time) on April 30, 2025, or such other date as determined by the Applicants, in consultation with the Financial Advisor and with the consent of the Monitor (the "**Bidding Phase Bid Deadline**").

15. A bid will be considered a "**Final Qualified Bid**" only if the bid complies with, among other things, the following requirements:
- (a) it includes a letter stating that the bidder's offer is submitted in good faith and is irrevocable until the earlier of (i) the approval by the Court of a Successful Bid and (ii) 60 days following the Bidding Phase Bid Deadline, provided that if such bidder is selected as the Successful Bidder, its offer will remain irrevocable until the closing of the transaction with such Successful Bidder;
 - (b) it includes written evidence of a firm, irrevocable commitment for financing, or other evidence of ability to consummate the proposed transaction, that will allow the Monitor and the Applicants, in consultation with the Financial Advisor, to make a reasonable determination as to the Qualified Bidder's financial and other capabilities to consummate the transaction contemplated by its bid;
 - (c) in respect of a Sale Proposal, the Property to be included, and in the case of an Investment Proposal, any Property to be divested or disclaimed prior to closing;
 - (d) it includes a redline to the Form of Sale Agreement or Form of Investment Agreement, as applicable;

- (e) it includes full details of the proposed number of employees of the Applicants who will become employees of the bidder (in the case of a Sale Proposal) or shall remain as employees of the Applicants (in the case of an Investment Proposal) and, in each case, provisions setting out the terms and conditions of employment for continuing employees;
- (f) details of any liabilities to be assumed by the Qualified Bidder;
- (g) it is not conditional upon, among other things:
 - (i) the outcome of unperformed due diligence by the Qualified Bidder; or
 - (ii) obtaining financing;
- (h) it fully discloses the identity of each entity that will be sponsoring or participating in the bid, and the complete terms of such participation, and discloses any connections or agreements with the Applicants or any of their affiliates;
- (i) it outlines any anticipated regulatory and other approvals required to close the transaction and the anticipated time frame and any anticipated impediments for obtaining such approvals;
- (j) it identifies with particularity the contracts and leases the bidder wishes to assume or exclude, contains full details of the bidder's proposal for the treatment of related cure costs (and provides adequate assurance of future performance thereunder); and it identifies with particularity any executory contract or unexpired lease the assumption and assignment of which is a condition to closing;
- (k) it provides a timeline to closing with critical milestones;
- (l) it includes evidence, in form and substance reasonably satisfactory to the Monitor and the Applicant, of authorization and approval from the bidder's board of directors (or comparable governing body) with respect to the submission, execution, delivery and closing of the transaction contemplated by the bid;
- (m) it is accompanied by a refundable deposit (the "**Deposit**") in the form of a wire transfer (to a bank account specified by the Monitor), or such other form acceptable to the Monitor, payable to the order of the Monitor, in trust, in an amount equal to not less than 10% of the purchase price, to be held and dealt with in accordance with the terms of this SISP;
- (n) it contains other information reasonably requested by the Financial Advisor, the Monitor or the Applicants;
- (o) it is received by the Bidding Phase Bid Deadline;
- (p) it does not include any request for or entitlement to any break fee, expense reimbursement, or similar type of payment;
- (q) it includes a statement that the bidder will bear its own costs and expenses in connection with the proposed transaction, and by submitting its bid is agreeing to

refrain from and waive any assertion or request for reimbursement on any basis; and

- (r) it includes an acknowledgement and representation that the bidder: (i) has relied solely upon its own independent review, investigation and/or inspection of any documents and/or the assets to be acquired and liabilities to be assumed in making its bid; and (ii) did not rely upon any written or oral statements, representations, promises, warranties or guaranties whatsoever, whether express or implied (by operation of law or otherwise), regarding the business of the Applicants or the completeness of any information provided in connection therewith and/or the assets to be acquired or liabilities to be assumed or the completeness of any information provided in connection therewith, except as expressly stated in the purchase and sale agreement or the Investment Agreement.
16. Notwithstanding anything else contained herein, the Applicants and any Related Person that wishes to submit or participate in a Sale Proposal or Investment Proposal must declare such intention to the Financial Advisor and the Monitor in writing by April 7, 2025. If the Applicant or any Related Person makes such declaration, the Financial Advisor and the Monitor shall design and implement additional procedures for the SISP in respect of the sharing of information with the Applicants so as to ensure and preserve the fairness of the SISP and shall advise the parties on the service list for these proceedings of these additional procedures.
17. All secured creditors of the Applicants shall have the right to bid in the SISP, including by way of credit bid, provided however that until a secured creditor, including the Agents, declare that they will not submit a bid in the SISP, the Monitor and the Applicants may place such limitations on the consultation and consent rights contained herein as they consider appropriate, provided however that with respect to any Property over which the FILO Agent has reserved the right to bid (including by way of credit bid, in whole or in part), with respect to the consultation rights of the FILO Agent, (i) such consultation rights shall be between the Applicants, the Monitor and the Financial Advisor and the FILO Agent's advisor, Hilco Streambank, and (ii) the FILO Agent and Hilco Streambank shall erect an ethical wall to ensure no confidential information provided to Hilco Streambank under the SISP is communicated to the FILO Agent, which ethical wall may be terminated by the FILO Agent once it has declared that it will not submit a bid in the SISP or immediately following the Bidding Phrase Bid Deadline

Evaluation of Final Qualified Bids

18. The Applicants, in consultation with the Financial Advisor, the Monitor, and the Agents, will review each bid as set forth herein and determine if one or more of them constitute a Final Qualified Bid. For the purpose of such consultations and evaluations, the Applicants, the Financial Advisor and/or the Monitor may request clarification of the terms of any bid.
19. Evaluation criteria with respect to a Sale Proposal may include, but are not limited to items such as: (a) the purchase price and net value (including assumed liabilities and other obligations to be performed by the bidder); (b) the firm, irrevocable commitment for financing the transaction; (c) the claims likely to be created by such bid in relation to other bids; (d) the counterparties to the transaction; (e) the terms of the proposed transaction documents; (f) other factors affecting the speed, certainty and value of the transaction (including any regulatory approvals required to close the transaction); (g) planned

treatment of stakeholders; (h) the assets included or excluded from the bid; (i) proposed treatment of the employees; (j) any transition services required from the Applicants post-closing and any related restructuring costs; (k) the likelihood and timing of consummating the transaction; and (l) the allocation of value among the assets being acquired.

20. Evaluation criteria with respect to an Investment Proposal may include, but are not limited to items such as: (a) the amount of equity and debt investment and the proposed sources and uses of such capital; (b) the firm, irrevocable commitment for financing the transaction; (c) the debt to equity structure post-closing; (d) the counterparties to the transaction; (e) the terms of the proposed transaction documents; (f) other factors affecting the speed, certainty and value of the transaction (including any regulatory approvals required to close the transaction); (g) planned treatment of stakeholders; and (h) the likelihood and timing of consummating the transaction.
21. If one or more Final Qualified Bids is received:
 - (a) the Applicants, in consultation with the Financial Advisor, the Monitor, and the Agents, shall determine if one or more auctions (the “**Auctions**”) are required. If required, the Auctions will be held on or about May 16, 2025, in accordance with the terms outlined below; or
 - (b) the Applicants, exercising their reasonable business judgment and following consultation with the Financial Advisor, the Monitor, and the Agents, may select the most favourable Final Qualified Bid(s) and negotiate and settle the terms of a definitive agreement or agreements for which approval from the Court will be sought (the “**Successful Bid**”).
22. The Applicants shall have no obligation to enter into a Successful Bid, and reserve the right, after consultation with the Monitor, the Financial Advisor, and the Agents, to reject any or all Final Qualified Bids.
23. If no Final Qualified Bid is received, the SISP shall be automatically terminated.

Auction Process

24. If the Applicants, in consultation with the Financial Advisor and the Monitor, determine that one or more Auctions are required, the Applicants, in consultation with the Financial Advisor and the Monitor, shall conduct Auctions on the following terms:
 - (a) only Qualified Bidders who submitted Final Qualified Bid (“**Final Qualified Bidders**”) and their financial and legal advisors shall be entitled to participate in an Auction;
 - (b) the Final Qualified Bidders who wish to participate at an Auction must appear in person;
 - (c) official actions at any Auction shall be made on the record in the presence of a court reporter;
 - (d) the Applicants and their advisors shall, at the outset of any Auction, announce:

- (i) the Final Qualified Bid(s) selected by the Applicants, in their reasonable business judgment and on the consent of the Monitor in consultation with the financial Advisor, that are the most favourable Final Qualified Bid(s) as of the date thereof (the “**Baseline Bid**”); and
 - (ii) procedures for the conduct of the Auction, including, among other things, any overbid amounts;
 - (e) to make a bid at the Auction, a Final Qualified Bidder will modify and resubmit its Final Qualified Bid, which resubmission shall become its new Final Qualified Bid;
 - (f) subsequent bids after the Baseline Bid must be higher and better (as determined by the Applicants, in their reasonable business judgment and in consultation with the Monitor and the Financial Advisor) by at least the amount of any applicable overbids;
 - (g) the Auction shall continue until there are no further higher and better Final Qualified Bids (as determined by the Applicants, in their reasonable business judgment and in consultation with the Monitor and the Financial Advisor) that comply with the procedures set forth for the Auction, and such highest and best Final Qualified Bid at the time shall become the Successful Bid (and the person(s) who made the Successful Bid shall become the “**Successful Bidder**”).
25. For greater certainty, in order for one or more Final Qualified Bids to be the Successful Bid, such Final Qualified Bid(s) must either (i) receive the written consent of the Agents, in each case as required under the Intercreditor Agreement dated December 23, 2024 attached as Exhibit “C” to the Affidavit of Jennifer Bewley sworn March 7, 2025, or (ii) such Final Qualified Bid(s) on its own or in the aggregate, as applicable, provide for the repayment of all outstanding Senior Indebtedness in full in cash.
26. The Applicants, with the consent of the Monitor, and in consultation with the Financial Advisor, may modify Auction procedures at any time.
27. Notwithstanding the foregoing or anything else contained herein, the Applicants reserve the right, taking into account all other factors set forth herein (including execution risk), to choose one or more Qualified Bids as Successful Bidders that did not offer the highest purchase price for the Property or the Business.

Approval Motion for Successful Bid

28. The Applicant will apply to the Court (the “**Approval Motion**”) for an order approving the Successful Bid(s) and authorizing the Applicants to enter into any and all necessary agreements with respect to the Successful Bid and to undertake such other actions as may be necessary or appropriate to give effect to the Successful Bid.
29. The Approval Motion will be held on a date to be scheduled by the Court upon application by the Applicants on or before May 30, 2025.
30. All Final Qualified Bids (other than the Successful Bid) will be deemed rejected on the date of approval of the Successful Bid(s) by the Court.

OTHER TERMS

Deposits

31. All Deposits will be retained by the Monitor in a trust account. If there is a Successful Bid, the Deposit paid by the Successful Bidder whose bid is approved at the Approval Motion will be applied to the purchase price to be paid or investment amount to be made by the Successful Bidder upon closing of the approved transaction and will be non-refundable. The Deposits of Qualified Bidders not selected as the Successful Bidder will be returned to such bidders within thirty (30) Business Days of the date upon which the Successful Bid is approved by the Court. If there is no Successful Bid subject to the following paragraph, all Deposits will be returned to the bidders within ten (10) Business Days of the date upon which the SISP is terminated in accordance with these procedures.
32. If a Successful Bidder breaches its obligations under the terms of the SISP, its Deposit plus any interest earned thereon shall be forfeited as liquidated damages and not as a penalty.

Approvals

33. For the avoidance of doubt, the approvals required pursuant to the terms hereof are in addition to, and not in substitution for, any other approvals required by the CCAA or any other statute or as otherwise required at law, the terms of paragraph 38 hereof, or any other Order of the Court in order to implement a Successful Bid.

Agents Consultation

34. The Applicants, the Monitor and the Financial Advisor will communicate and consult with all Agents through the Solicitation Process and will provide information to the Agents in connection with such communications, including copies of all bids within one day of receipt of same. The Applicants, the Monitor and the Financial Advisor shall provide the Agents with any and all information reasonably requested with respect to the SISP.

Amendment

35. If there is any proposed material modification to the SISP by the Applicants, the Applicants will seek Court approval of such material modification on notice to the Service List. Otherwise, the Applicants retain the discretion, with the consent of the Monitor and in consultation with the Financial Advisor and the Agents, to modify the SISP from time to time.
36. This SISP does not, and will not be interpreted to, create any contractual or other legal relationship between the Applicants and any Qualified Bidder, other than as specifically set forth in a definitive agreement that may be signed with the Applicants. At any time during the SISP, the Monitor may, following consultation with the Financial Advisor, and the Applicant, upon reasonable prior notice to the Agents, apply to the Court for advice and directions with respect to the discharge of its power and duties hereunder.

Compliance with Liquidation Process Approval Order

37. In carrying out the terms of this SISP, the Applicants, the Monitor and the Financial Advisor will comply with the terms of the Liquidation Process Approval Order, and any other Order of the Court.

Reservation of Rights

38. Without detracting from the Reservation of Rights (defined below) and any rights which RioCan Real Estate Investment Trust and/or its affiliates may have, no bid shall be considered a Final Qualified Bid: (a) in respect of any Property (as defined in the SISP) of a Non-Applicant Stay Party without the prior written consent of the relevant Non-Applicant Secured Creditor (as defined in the ARIO) in respect of such Property; and (b) in respect of any Property (as defined in the SISP) of RioCan Real Estate Investment Trust without the prior written consent of RioCan Real Estate Investment Trust.
39. All consent and consultation rights provided to the Agents in this SISP in respect of any Property (as defined in the SISP) of a Non-Applicant Stay Party shall instead be provided to RioCan Real Estate Investment Trust and the relevant Non-Applicant Secured Creditor(s) of the Non-Applicant Stay Party in respect of such Business or Property, to the exclusion of the Agents.
40. Nothing in the SISP acknowledges or declares that the interests in the Business or Property (each as defined in the SISP) being marketed within this SISP are capable of being transferred by the Applicants or the Non-Applicant Stay Parties. For clarity, all parties' ability to challenge the Applicants' and Non-Applicant Stay Parties' ability to transfer any Business or Property (each as defined in the SISP) are expressly preserved and not derogated from (the "**Reservation of Rights**").

Schedule "A"

Address for Notices and Deliveries

To the Monitor

Alvarez & Marsal Canada Inc. Court appointed Monitor of Hudson's Bay Company ULC
et al.
Royal Bank Plaza, South Tower
200 Bay Street, Suite 29000
P.O. Box 22
Toronto, ON M5J 2J1

Attn: Alan Hutchens / Greg Karpel
Email: ahutchens@alvarezandmarsal.com / gkarpel@alvarezandmarsal.com

With a copy to

Bennett Jones LLP
3400 One First Canadian Place
P.O. Box 130
Toronto, ON M5X 1A4

Attn: Michael Shakra / Sean Zweig
Email: ShakraM@bennettjones.com / ZweigS@bennettjones.com

To the Financial Advisor

Restore Capital LLC
4705 Benton Smith Road
Nashville, TN 37215

Attn: Adam Zalev
E-mail: azalev@reflectadvisors.com

To the Applicants

Hudson Bay Company ULC
401 Bay Street
Toronto, ON M5H 2Y4

Attn: Jennifer Bewley
Email: jennifer.bewley@hbc.com

ONTARIO

SUPERIOR COURT OF JUSTICE

(COMMERCIAL LIST)

Proceeding commenced at Toronto

ORDER

(SISP Approval Order)

STIKEMAN ELLIOTT LLP

Barristers & Solicitors
5300 Commerce Court West
199 Bay Street
Toronto, Canada M5L 1B9

Ashley Taylor LSO#: 39932E

Email: ataylor@stikeman.com
Tel: +1 416-869-5236

Elizabeth Pillon LSO#: 35638M

Email: lpillon@stikeman.com
Tel: +1 416-869-5230

Maria Konyukhova LSO#: 52880V

Email: mkonyukhova@stikeman.com
Tel: +1 416-869-5230

Philip Yang LSO#: 82084O

Email: PYang@stikeman.com
Tel: +1 416-869-5593

Brittney Ketwaroo LSO#: 89781K

Email: bketwaroo@stikeman.com
Tel: +1 416-869-5524

Lawyers for the Applicants

TAB 11

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

THE HONOURABLE MR.) ~~MONDAY~~FRIDAY, THE
JUSTICE OSBORNE) ~~17TH~~21ST DAY
OF MARCH, 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 YSS 1 LP INC., HBC YSS 2 LP INC., HBC HOLDINGS GP
INC., SNOSPMIS LIMITED, 2472596 ONTARIO INC., and 2472598 ONTARIO INC.**

**ORDER
(SISP Approval Order)**

THIS MOTION, made by 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 YSS 1 LP Inc., HBC YSS 2 LP Inc., HBC Holdings GP Inc., Snospmis Limited, 2472596 Ontario Inc., and 2472598 Ontario Inc. (collectively, the "**Applicants**") for an order approving the procedures for the Sale and Investment Solicitation Process in respect of the Applicants attached hereto as Schedule "A" (the "**SISP**") was heard this day at 330 University Avenue, Toronto, Ontario and via videoconference.

ON READING the affidavits of Jennifer Bewley sworn March 7, 2025, and March 14, 2025, and the Exhibits thereto, the pre-filing report of Alvarez & Marsal Canada Inc. ("**A&M**"), in its capacity as proposed monitor of the Applicants dated March 7, 2025 (the "**Pre-Filing Report**"), the first report of A&M, in its capacity as monitor of the Applicants (in such capacity, the "**Monitor**"), dated March 16, 2025, and on hearing the submissions of counsel to the Applicants, counsel to the Monitor, and such other parties as listed on the

Counsel Slip, with no one else appearing although duly served as appears from the affidavit of service of Brittney Ketwaroo sworn March 17, 2025.

SERVICE AND DEFINITIONS

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record herein 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 capitalized terms used in this Order and not otherwise defined herein shall have the meanings ascribed to them in the SISP or the Amended and Restated Initial Order, dated March ~~17~~21, 2025 (the “**ARIO**”), as applicable.

APPROVAL OF SALE AND INVESTMENT SOLICITATION PROCESS

3. **THIS COURT ORDERS** that the SISP (subject to any amendments thereto that may be made in accordance therewith and with the terms of this Order) be and is hereby approved and the Applicants and the Monitor are hereby authorized and directed to implement the SISP pursuant to its terms and the terms of this Order. The Applicants and the Monitor are hereby authorized and directed to take any and all actions as may be necessary or desirable to implement and carry out the SISP in accordance with its terms and this Order.

4. **THIS COURT ORDERS** that each of the Applicants, Reflect Advisors, LLC, (“**Reflect**”), the Monitor and their respective affiliates, partners, directors, employees, agents and controlling persons shall have no liability with respect to any and all losses, claims, damages or liabilities, of any nature or kind, to any person in connection with or as a result of the SISP, except to the extent of such losses, claims, damages or liabilities arising or resulting from the gross negligence or wilful misconduct of the Applicants, Reflect, or the Monitor, as applicable, in performing their obligations under the SISP, as determined by this Court.

5. **THIS COURT ORDERS** that, pursuant to section 3(c) of the Electronic Commerce Protection Regulations, Reg. 81000-2-175 (SOR/DORS), the Applicants, Reflect and the Monitor are authorized and permitted to send, or cause or permit to be sent, commercial electronic messages to an electronic address of prospective bidders or offerors and to their

advisors, but only to the extent required to provide information with respect to the SISP in these proceedings.

6. **THIS COURT ORDERS** that notwithstanding anything contained in this Order or in the SISP, neither Reflect nor the Monitor shall take Possession of the Property or be deemed to take Possession of the Property, including pursuant to any provision of the Environmental Legislation.

7. **THIS COURT ORDERS** that notwithstanding anything else contained herein, the Applicants and any Related Person that wishes to submit or participate in a Sale Proposal or Investment Proposal must declare such intention to ~~the Financial Advisor~~Reflect and the Monitor in writing by April 7, 2025. If the Applicant or any Related Person makes such declaration, ~~the Financial Advisor~~Reflect and the Monitor shall design and implement additional procedures for the SISP in respect of the sharing of information with the Applicants so as to ensure and preserve the fairness of the SISP and shall advise the parties on the service list for these proceedings of these additional procedures.

PROTECTION OF PERSONAL INFORMATION

8. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5 (Canada) and any similar legislation in any other applicable jurisdictions, the Applicants, Reflect and the Monitor and each of their respective advisors are hereby authorized and permitted to disclose and transfer to prospective SISP participants (each, a “**Potential Bidder**”) and their advisors personal information of identifiable individuals (“**Personal Information**”), records pertaining to the Applicants’ past and current employees, and information on specific customers, but only to the extent desirable or required to negotiate or attempt to complete a transaction under the SISP (each a “**Transaction**”). Each Potential Bidder to whom any Personal Information is disclosed shall maintain and protect the privacy of such Personal Information and limit the use of such Personal Information to its evaluation of a Transaction, and if it does not complete a Transaction, shall return all such information to the Applicants or the Monitor, or in the alternative destroy all such information and provide confirmation of its destruction if required by the Applicants, Reflect or the Monitor. Any successful bidder(s) shall maintain and protect the privacy of such information and, upon closing of the Transaction contemplated in the applicable Successful Bid, shall be entitled to use the

personal information provided to it that is related to the Business and/or the Property acquired pursuant to the SISP in a manner that is in all material respects identical to the prior use of such information by the Applicants, and shall return all other personal information to the Applicants, Reflect or the Monitor, or ensure that all other personal information is destroyed and provide confirmation of its destruction if requested by the Monitor, Reflect or the Applicants.

GENERAL

9. **THIS COURT ORDERS** that the Applicants or the Monitor may from time to time apply to this Court to amend, vary or supplement this Order or for advice and directions in the discharge of their powers and duties under the SISP.

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

11. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative bodies having jurisdiction in Canada, the United States of America, or in any other foreign jurisdiction, to give effect to this Order and to assist the Applicants, the Monitor and their respective 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 Applicants and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicants and the Monitor and their respective agents in carrying out the terms of this Order.

12. **THIS COURT ORDERS** that each of the Applicants and the Monitor be at liberty and are hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.

13. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. on the date of this Order.

|

|

Sale and Investor Solicitation Process

Introduction

On March 7, 2025, 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 YSS 1 LP Inc., HBC YSS 2 LP Inc., HBC Holdings GP Inc., Snospmis Limited, 2472596 Ontario Inc., and 2472598 Ontario Inc. (collectively, the "**Applicants**") obtained an initial order, as may be amended from time to time (the "**Initial Order**") under the *Companies' Creditors Arrangement Act* (the "**CCAA**") from the Ontario Superior Court of Justice (Commercial List) (the "**Court**").

Pursuant to an Order dated March ~~17~~21, 2025 (the "**SISP Approval Order**"), the Court approved this sale and investor solicitation process ("**SISP**"). The purpose of this SISP is to seek Sale Proposals and Investment Proposals from Qualified Bidders and to implement one or a combination of them in respect of the Property and the Business.

This SISP describes, among other things: (a) the Property available for sale and the opportunity for an investment in the Business of the Applicants; (b) the manner in which prospective bidders may gain access to or continue to have access to due diligence materials concerning the Property and the Business; (c) the manner in which bidders and bids become Final Qualified Bidders and Final Qualified Bids, respectively; (d) the process for the evaluation of bids received; (e) the process for the ultimate selection of a Successful Bidder; and (f) the process for obtaining such approvals (including the approval of the Court) as may be necessary or appropriate in respect of a Successful Bid.

Defined Terms

1. The following capitalized terms have the following meanings when used in this SISP:

~~(a) "ABL Lender" has the definition ascribed to it in the Affidavit of Jennifer Bewley sworn March 7, 2025.~~

(a) "**Agents**" means collectively: (a) Bank of America, N.A. (including acting through branches and affiliates) in its capacity as administrative agent and collateral agent under the ABL Credit Agreement; (b) the FILO Agent; and (c) Pathlight Capital LP, in its capacity as administrative agent under the Pathlight Credit Agreement (each as defined in the Affidavit of Jennifer Bewley sworn March 7, 2025).

(b) "**ARIO**" means the Order of the Court dated March 21, 2025, amending and restating the Initial Order.

(c) ~~(b)~~ "**Applicants**" is defined in the introduction hereto.

(d) ~~(e)~~ "**Approval Motion**" is defined in paragraph ~~27~~28.

(e) ~~(d)~~ "**Auctions**" is defined in paragraph ~~20(a)~~21(a).

(f) ~~(e)~~ "**Baseline Bid**" is defined in paragraph ~~20~~24(d)(i).

- (g) ~~(f)~~ **“Bidding Phase”** is defined in paragraph 13.
- (h) ~~(g)~~ **“Bidding Phase Bid Deadline”** is defined in paragraph 14.
- (i) ~~(h)~~ **“Business”** means the business of the Applicants and the Non-Applicant Stay Parties.
- (j) ~~(i)~~ **“Business Day”** means a day (other than Saturday or Sunday) on which banks are generally open for business in Toronto, Ontario.
- (k) ~~(j)~~ **“CCAA”** is defined in the introduction hereto.
- (l) ~~(k)~~ **“Claims and Interests”** is defined in paragraph 10.
- (m) ~~(l)~~ **“Confidential Information Memorandum”** is defined in paragraph ~~413~~.
- (n) ~~(m)~~ **“Court”** is defined in the introduction hereto.
- (o) ~~(n)~~ **“Data Room”** is defined in paragraph 13.
- (p) ~~(o)~~ **“Deposit”** is defined in paragraph 15(m).
- (q) **“FILO Agent”** means Restore Capital, LLC in its capacity as agent for the FILO Credit Facility lenders under the ABL Credit Agreement (as defined in the Affidavit of Jennifer Bewley sworn March 7, 2025).
- ~~(p) “DIP Agent” means Restore Capital, LLC, including its consultants, advisors and representatives.~~
- ~~(q) “DIP Lenders” means HCS 102, LLC, Tiger Assets Solutions Canada, ULC, 1903 Partners, LLC, and GA Group Solutions, LLC.~~
- ~~(r) “DIP Term Sheet” means the Amended and Restated DIP Term Sheet dated March 17, 2025.~~
- (r) ~~(s)~~ **“Final Qualified Bid”** is defined in paragraph ~~14~~15.
- (s) ~~(t)~~ **“Final Qualified Bidder”** is defined in paragraph ~~23~~24(a).
- (t) ~~(u)~~ **“Financial Advisor”** means Reflect Advisors, LLC.
- (u) ~~(v)~~ **“Form of Investment Agreement”** means the form of equity investment agreement to be developed by the Applicants in consultation with the Monitor and the Financial Advisor and provided to those Qualified Bidders that executed an NDA for an Investment Proposal.
- (v) ~~(w)~~ **“Form of Purchase Agreement”** means the form of purchase and sale agreement to be developed by the Applicants in consultation with the Monitor and the Financial Advisor and provided to those Qualified Bidders that executed an NDA for a Sale Proposal.
- (w) ~~(x)~~ **“Initial Order”** is defined in the introduction hereto.

- (x) ~~(y)~~ “**Investment Proposal**” means a proposal to invest in or refinance all or a portion of the Business of the Applicants.
- (y) ~~(z)~~ “**Known Potential Bidders**” is defined in paragraph 6.
- (z) ~~(aa)~~ “**Lease Monetization Order**” means the Order of the Court ~~Ordered~~ dated March ~~4721~~, 2025 approving of a sale process with respect to the Leases.
- (aa) ~~(bb)~~ “**Leases**” means the Applicants’ and the Non-Applicant Stay Parties’ leasehold interests and all related rights and obligations in connection therewith
- (bb) ~~(cc)~~ “**Liquidation Process Approval Order**” means the Order of the Court dated March ~~4721~~, 2025 with respect to the proposed liquidation of inventory.
- (cc) ~~(dd)~~ “**Monitor**” means Alvarez & Marsal Canada Inc., solely in its capacity as the Court-appointed monitor of the Applicants in their proceedings under the CCAA.
- (dd) ~~(ee)~~ “**NDA**” means a non-disclosure agreement in form and substance satisfactory to the Monitor, the Financial Advisor and the Applicants, which will inure to the benefit of any purchaser of the Property or any investor in the Business or the Applicants.
- (ee) ~~(ff)~~ “**Non-Applicant Stay Parties**” has the definition ascribed to it in the Affidavit of Jennifer Bewley sworn March 7, 2025
- (ff) ~~(gg)~~ “**Outside Date**” means July 15, 2025, or such later date as may be agreed to by the Applicants, the Financial Advisor, and the Monitor ~~with the consent of the DIP Agent.~~
- ~~(hh) “**Pathlight Agent**” means Pathlight Capital LP, by its general partner, Pathlight GP LLC, as agent to certain lenders under the Pathlight Credit Facility (as defined in the Affidavit of Jennifer Bewley sworn March 7, 2025).~~
- (gg) ~~(ii)~~ “**Potential Bidder**” is defined in paragraph 11.
- (hh) ~~(jj)~~ “**Property**” means all of property, assets and undertakings of the Applicants and the Non-Applicant Stay Parties.
- (ii) ~~(kk)~~ “**Qualified Bidder**” is defined in paragraph 12.
- (jj) ~~(ll)~~ “**Related Person**” has the same meaning as in the *Bankruptcy and Insolvency Act* (Canada).
- (kk) ~~(mm)~~ “**Sale Proposal**” means a proposal to acquire all or a portion of the Property relating to the Applicants’ Business on a liquidation or going concern basis.
- (ll) ~~(nn)~~ “**Senior Indebtedness**” means the ~~ABL Obligations, the Term Loan Obligations and the DIP Financing Obligations~~ obligations under the Revolving Credit Facility, FILO Credit Facility and Pathlight Credit Facility (as such terms are defined in the ~~DIP Term Sheet~~ Affidavit of Jennifer Bewley sworn March 7, 2025).

(mm) ~~(oo)~~ “SISP Approval Order” is defined in the introduction hereto.

(nn) ~~(pp)~~ “Solicitation Process” means the process for soliciting and selecting bids for the sale of or investment in the Business and Property.

(oo) ~~(qq)~~ “Successful Bid” is defined in paragraph ~~24~~21(b).

(pp) ~~(rr)~~ “Successful Bidder” is defined in paragraph 24(g).

(qq) ~~(ss)~~ “Teaser Letter” is defined in paragraph 6.

Supervision of the SISP

2. The SISP Approval Order and the SISP shall exclusively govern the process for Solicitation Process. For the avoidance of doubt, the Lease Monetization Order shall govern the process for soliciting and selecting bids for the Leases and nothing in this SISP shall alter, restrict or otherwise modify the terms of the Lease Monetization Order.
3. The Monitor will supervise, in all respects, the SISP and any attendant sales or investments. The Monitor, in consultation with the Applicants, the Financial Advisor, ~~the Pathlight Agent~~ and the ~~DIP Agent~~Agents, shall have the right to adopt such other rules for the SISP that in its reasonable business judgement will better promote of the goals of the SISP. In the event that there is disagreement or clarification required as to the interpretation or application of this SISP or the responsibilities of the Monitor, the Financial Advisor or the Applicants hereunder, the Court will have jurisdiction to hear such matter and provide advice and directions, upon application by the Monitor or the Applicants. For the avoidance of doubt, with respect to the Monitor’s role in regards to the SISP, the terms of the Initial Order concerning the Monitor’s rights, duties and protections in the Applicants’ CCAA proceedings shall govern.

Sale and Investment Opportunity

4. One or more bids for a sale of, or an investment in, all or a portion of the Business or the Property relating to the Applicants’ Business will be considered, either alone or in combination as a Final Qualified Bid or a Successful Bid.
5. A bid may, at the option of the Qualified Bidder, involve, among other things, one or more of the following: a restructuring, recapitalization or other form of reorganization of the business and affairs of the Applicants as a going concern; a sale of the Property or any part thereof as contemplated herein to the Qualified Bidder or to a newly formed acquisition entity; or a plan of compromise or arrangement pursuant to the CCAA or any corporate or other applicable legislation.

Solicitation of Interest and Publication Notice

6. The Financial Advisor, in consultation with the Applicants, the Monitor, the ~~DIP Agent and Pathlight Agent~~Agents, and their respective advisors, has prepared a list of persons who may have an interest in bidding for the sale of or investment in the Business (the “Known Potential Bidders”). Concurrently, the Financial Advisor, in consultation with the Applicants, the Monitor and their respective advisors, has prepared an initial offering summary (the “Teaser Letter”) notifying Known Potential Bidders of the existence of the

SISP and inviting the Known Potential Bidders to express their interest in accordance with the terms of the SISP.

7. Within one business day of the granting of the SISP Approval Order, the Financial Advisor shall distribute to the Known Potential Bidders the Teaser Letter, as well as a copy of the SISP Approval Order and a draft form of NDA.
8. As soon as reasonably practicable after the granting of the SISP Approval Order, but in any event no more than three (3) Business Days after the issuance of the SISP Approval Order, the Applicants will issue a press release setting out the notice and such other information, in form and substance satisfactory to the Monitor in consultation with the Financial Advisor, designating dissemination in Canada and major financial centres in the United States.

“As Is, Where Is”

9. The sale of the Property or investment in the Business will be on an “as is, where is” basis and without surviving representations or warranties of any kind, nature, or description by the Monitor, the Applicants, the Financial Advisor or any of their respective agents, except to the extent set forth in the definitive sale or investment agreement executed with a Successful Bidder.

Free Of Any and All Claims and Interests

10. In the event of a sale of all or a portion of the Property, subject to approval by the Court, all of the rights, title and interests of the Applicants in and to the Property to be acquired will be sold free and clear of all pledges, liens, security interests, encumbrances, claims, charges, options, and interests thereon and there against (collectively, the “**Claims and Interests**”) pursuant to such Court orders as may be desirable, except to the extent otherwise set forth in the definitive sale or investment agreement executed with a Successful Bidder.

Participation Requirements

11. In order to participate in the SISP, each person (a “**Potential Bidder**”) must deliver to the Financial Advisor, with a copy to the Monitor, at the addresses specified in Schedule “A” hereto (including by email):
 - (a) a letter setting forth the identity of the Potential Bidder, the contact information for such Potential Bidder and full disclosure of the principals of the Potential Bidder; and
 - (b) an executed NDA, which shall include provisions whereby the Potential Bidder agrees to accept and be bound by the provisions contained herein.
12. A Potential Bidder that has executed an NDA, and has delivered the documents and information described above, and that the Applicants, in their reasonable business judgement, in consultation with the Financial Advisor and the Monitor, determine is likely, based on the availability of financing, experience and other considerations, to be able to consummate a Sale Proposal or an Investment Proposal on or before the Outside Date will be deemed a “**Qualified Bidder**”, and will be promptly notified of such determination by the Financial Advisor.

SISP – BIDDING PHASE

Due Diligence

13. During this process (the “**Bidding Phase**”), each Qualified Bidder will be provided with:
(i) a copy of a confidential information memorandum (the “**Confidential Information Memorandum**”) describing the opportunity to acquire all or a portion of the Property or invest in all or a portion of the Business; and (ii) access to an electronic data room of due diligence information for Qualified Bidders (the “**Data Room**”). The Data Room will contain such due diligence materials and information relating to the Property and the Business as the Financial Advisor, in its reasonable business judgment, in consultation with the Monitor and the Applicants, determines necessary, including, as appropriate, information or materials reasonably requested by Qualified Bidders, on-site presentation by senior management of the Applicants, and facility tours. The Monitor, the Financial Advisor and the Applicants make no representation or warranty as to the information (i) contained in the Confidential Information Memorandum or the Data Room; (ii) provided through the due diligence process; or (iii) otherwise made available in connection with this SISP, except to the extent expressly contemplated in any definitive sale or investment agreement with a Successful Bidder executed and delivered by the Applicants. Selected due diligence materials may be withheld from certain Qualified Bidders if the Applicants and the Financial Advisor, in consultation and with the approval of the Monitor, determine such information to represent proprietary or sensitive competitive information.
14. A Qualified Bidder that wishes to pursue a Sale Proposal or an Investment Proposal must deliver a final binding proposal subject to the following requirements:
 - (a) in the case of a Sale Proposal, a duly authorized and executed purchase agreement based on the Form of Purchase Agreement and accompanied by a mark-up of the Form of Purchase Agreement showing amendments and modifications made thereto, together with all exhibits and schedules thereto, and such ancillary agreements as may be required by the bidder with all exhibits and schedules thereto;
 - (b) in the case of an Investment Proposal, a duly authorized and executed investment agreement based on the Form of Investment Agreement and accompanied by a mark-up of the Form of Investment Agreement showing amendments and modifications made thereto, together with all exhibits and schedules thereto, and such ancillary agreements as may be required by the bidder with all exhibits and schedules thereto;

to the Financial Advisor, the Applicants and to the Monitor at the addresses specified in Schedule “A” hereto (including by email) so as to be received by it no later than 5:00 pm (Eastern Standard Time) on April 30, 2025, or such other date as determined by the Applicants, in consultation with the Financial Advisor and with the consent of the Monitor (the “**Bidding Phase Bid Deadline**”).
15. A bid will be considered a “**Final Qualified Bid**” only if the bid complies with, among other things, the following requirements:
 - (a) it includes a letter stating that the bidder’s offer is submitted in good faith and is irrevocable until the earlier of (i) the approval by the Court of a Successful Bid and (ii) 60 days following the Bidding Phase Bid Deadline, provided that if such

bidder is selected as the Successful Bidder, its offer will remain irrevocable until the closing of the transaction with such Successful Bidder;

- (b) it includes written evidence of a firm, irrevocable commitment for financing, or other evidence of ability to consummate the proposed transaction, that will allow the Monitor and the Applicants, in consultation with the Financial Advisor, to make a reasonable determination as to the Qualified Bidder's financial and other capabilities to consummate the transaction contemplated by its bid;
- (c) in respect of a Sale Proposal, the Property to be included, and in the case of an Investment Proposal, any Property to be divested or disclaimed prior to closing;
- (d) it includes a redline to the Form of Sale Agreement or Form of Investment Agreement, as applicable;
- (e) it includes full details of the proposed number of employees of the Applicants who will become employees of the bidder (in the case of a Sale Proposal) or shall remain as employees of the Applicants (in the case of an Investment Proposal) and, in each case, provisions setting out the terms and conditions of employment for continuing employees;
- (f) details of any liabilities to be assumed by the Qualified Bidder;
- (g) it is not conditional upon, among other things:
 - (i) the outcome of unperformed due diligence by the Qualified Bidder; or
 - (ii) obtaining financing;
- (h) it fully discloses the identity of each entity that will be sponsoring or participating in the bid, and the complete terms of such participation, and discloses any connections or agreements with the Applicants or any of their affiliates;
- (i) it outlines any anticipated regulatory and other approvals required to close the transaction and the anticipated time frame and any anticipated impediments for obtaining such approvals;
- (j) it identifies with particularity the contracts and leases the bidder wishes to assume or exclude, contains full details of the bidder's proposal for the treatment of related cure costs (and provides adequate assurance of future performance thereunder); and it identifies with particularity any executory contract or unexpired lease the assumption and assignment of which is a condition to closing;
- (k) it provides a timeline to closing with critical milestones;
- (l) it includes evidence, in form and substance reasonably satisfactory to the Monitor and the Applicant, of authorization and approval from the bidder's board of directors (or comparable governing body) with respect to the submission, execution, delivery and closing of the transaction contemplated by the bid;
- (m) it is accompanied by a refundable deposit (the "**Deposit**") in the form of a wire transfer (to a bank account specified by the Monitor), or such other form

acceptable to the Monitor, payable to the order of the Monitor, in trust, in an amount equal to not less than 10% of the purchase price, to be held and dealt with in accordance with the terms of this SISP;

- (n) it contains other information reasonably requested by the Financial Advisor, the Monitor or the Applicants;
- (o) it is received by the Bidding Phase Bid Deadline;
- (p) it does not include any request for or entitlement to any break fee, expense reimbursement, or similar type of payment;

~~(q) if the Bid is either for an Investment Proposal or a Sale Proposal that contemplates the direct or indirect purchase of assets which are subject to the Liquidation Process Approval Order or the Lease Monetization Process Approval Order, it (either alone or in conjunction with one or more other bids) provides for repayment in full in cash on closing of the amounts reasonably anticipated by:-~~

- ~~(i) the Applicants, in consultation with the Monitor and the Financial Advisor,-~~
- ~~(ii) the Pathlight Agent,-~~
- ~~(iii) the ABL Lender, and-~~
- ~~(iv) the DIP Agent-~~

~~to be outstanding under the Senior Indebtedness following completion of the Lease Monetization Process and the Liquidation Process or the bid is otherwise acceptable to the parties in 15(q)(i), (ii), (iii) and (iv):-~~

(q) ~~(r)~~ it includes a statement that the bidder will bear its own costs and expenses in connection with the proposed transaction, and by submitting its bid is agreeing to refrain from and waive any assertion or request for reimbursement on any basis; and

(r) ~~(s)~~ it includes an acknowledgement and representation that the bidder: (i) has relied solely upon its own independent review, investigation and/or inspection of any documents and/or the assets to be acquired and liabilities to be assumed in making its bid; and (ii) did not rely upon any written or oral statements, representations, promises, warranties or guaranties whatsoever, whether express or implied (by operation of law or otherwise), regarding the business of the Applicants or the completeness of any information provided in connection therewith and/or the assets to be acquired or liabilities to be assumed or the completeness of any information provided in connection therewith, except as expressly stated in the purchase and sale agreement or the Investment Agreement.

16. Notwithstanding anything else contained herein, the Applicants and any Related Person that wishes to submit or participate in a Sale Proposal or Investment Proposal must declare such intention to the Financial Advisor and the Monitor in writing by April 7, 2025. If the Applicant or any Related Person makes such declaration, the Financial Advisor and the Monitor shall design and implement additional procedures for the SISP in respect of the sharing of information with the Applicants so as to ensure and preserve

the fairness of the SISP and shall advise the parties on the service list for these proceedings of these additional procedures.

17. ~~The DIP Lenders and any other~~All secured ~~lender~~creditors of the Applicants shall ~~not have the right to credit bid their secured debt against the assets secured thereby;~~ provided, however, if the SISP does not result in the consummation of a Successful Bid for the Applicants' intellectual property, the DIP Agent on behalf of itself and the DIP Lenders and the "FILO Secured Parties" under the Pre-Filing ABL Credit Agreement (as defined in the DIP Term Sheet) ~~reserve the right to bid on the intellectual property~~have the right to bid in the SISP, including by way of credit bid, provided however that until a secured creditor, including the Agents, declare that they will not submit a bid in the SISP, the Monitor and the Applicants may place such limitations on the consultation and consent rights contained herein as they consider appropriate, provided however that with respect to any Property over which the FILO Agent has reserved the right to bid (including by way of credit bid, in whole or in part) following the completion or termination of the SISP., with respect to the consultation rights of the FILO Agent, (i) such consultation rights shall be between the Applicants, the Monitor and the Financial Advisor and the FILO Agent's advisor, Hilco Streambank, and (ii) the FILO Agent and Hilco Streambank shall erect an ethical wall to ensure no confidential information provided to Hilco Streambank under the SISP is communicated to the FILO Agent, which ethical wall may be terminated by the FILO Agent once it has declared that it will not submit a bid in the SISP or immediately following the Bidding Phrase Bid Deadline

Evaluation of Final Qualified Bids

18. The Applicants, in consultation with the Financial Advisor, the Monitor, ~~the DIP Agent,~~ and the ~~Pathlight Agent~~Agents, will review each bid as set forth herein and determine if one or more of them constitute a Final Qualified Bid. For the purpose of such consultations and evaluations, the Applicants, the Financial Advisor and/or the Monitor may request clarification of the terms of any bid.
19. Evaluation criteria with respect to a Sale Proposal may include, but are not limited to items such as: (a) the purchase price and net value (including assumed liabilities and other obligations to be performed by the bidder); (b) the firm, irrevocable commitment for financing the transaction; (c) the claims likely to be created by such bid in relation to other bids; (d) the counterparties to the transaction; (e) the terms of the proposed transaction documents; (f) other factors affecting the speed, certainty and value of the transaction (including any regulatory approvals required to close the transaction); (g) planned treatment of stakeholders; (h) the assets included or excluded from the bid; (i) proposed treatment of the employees; (j) any transition services required from the Applicants post-closing and any related restructuring costs; (k) the likelihood and timing of consummating the transaction; and (l) the allocation of value among the assets being acquired.
20. Evaluation criteria with respect to an Investment Proposal may include, but are not limited to items such as: (a) the amount of equity and debt investment and the proposed sources and uses of such capital; (b) the firm, irrevocable commitment for financing the transaction; (c) the debt to equity structure post-closing; (d) the counterparties to the transaction; (e) the terms of the proposed transaction documents; (f) other factors affecting the speed, certainty and value of the transaction (including any regulatory approvals required to close the transaction); (g) planned treatment of stakeholders; and (h) the likelihood and timing of consummating the transaction.

21. If one or more Final Qualified Bids is received:

- (a) the Applicants, in consultation with the Financial Advisor, the Monitor, and the ~~DIP Agent~~ Agents, shall determine if one or more auctions (the “**Auctions**”) are required. If required, the Auctions will be held on or about May 16, 2025, in accordance with the terms outlined below; or
- (b) the Applicants, exercising their reasonable business judgment and following consultation with the Financial Advisor, the Monitor, ~~the DIP Agent,~~ and the ~~Pathlight Agent~~ Agents, may select the most favourable Final Qualified Bid(s) and negotiate and settle the terms of a definitive agreement or agreements for which approval from the Court will be sought (the “**Successful Bid**”).

22. The Applicants shall have no obligation to enter into a Successful Bid, and reserve the right, after consultation with the Monitor, the Financial Advisor, and the ~~DIP Agent, and Pathlight Agent~~ Agents, to reject any or all Final Qualified Bids.

23. If no Final Qualified Bid is received, the SISF shall be automatically terminated.

Auction Process

24. If the Applicants, in consultation with the Financial Advisor and the Monitor, determine that one or more Auctions are required, the Applicants, in consultation with the Financial Advisor and the Monitor, shall conduct Auctions on the following terms:

- (a) only Qualified Bidders who submitted Final Qualified Bid (“**Final Qualified Bidders**”) and their financial and legal advisors shall be entitled to participate in an Auction;
- (b) the Final Qualified Bidders who wish to participate at an Auction must appear in person;
- (c) official actions at any Auction shall be made on the record in the presence of a court reporter;
- (d) the Applicants and their advisors shall, at the outset of any Auction, announce:
 - (i) the Final Qualified Bid(s) selected by the Applicants, in their reasonable business judgment and on the consent of the Monitor in consultation with the financial Advisor, that are the most favourable Final Qualified Bid(s) as of the date thereof (the “**Baseline Bid**”); and
 - (ii) procedures for the conduct of the Auction, including, among other things, any overbid amounts;
- (e) to make a bid at the Auction, a Final Qualified Bidder will modify and resubmit its Final Qualified Bid, which resubmission shall become its new Final Qualified Bid;
- (f) subsequent bids after the Baseline Bid must be higher and better (as determined by the Applicants, in their reasonable business judgment and in consultation with the Monitor and the Financial Advisor) by at least the amount of any applicable overbids;

- (g) the Auction shall continue until there are no further higher and better Final Qualified Bids (as determined by the Applicants, in their reasonable business judgment and in consultation with the Monitor and the Financial Advisor) that comply with the procedures set forth for the Auction, and such highest and best Final Qualified Bid at the time shall become the Successful Bid (and the person(s) who made the Successful Bid shall become the “**Successful Bidder**”).

25. For greater certainty, in order for one or more Final Qualified Bids to be the Successful Bid, such Final Qualified Bid(s) must either (i) receive the written consent of the Agents, in each case as required under the Intercreditor Agreement dated December 23, 2024 attached as Exhibit “C” to the Affidavit of Jennifer Bewley sworn March 7, 2025, or (ii) such Final Qualified Bid(s) on its own or in the aggregate, as applicable, provide for the repayment of all outstanding Senior Indebtedness in full in cash.

26. ~~25.~~ The Applicants, with the consent of the Monitor, and in consultation with the Financial Advisor, may modify Auction procedures at any time.

27. ~~26.~~ Notwithstanding the foregoing or anything else contained herein, the Applicants reserve the right, taking into account all other factors set forth herein (including execution risk), to choose one or more Qualified Bids as Successful Bidders that did not offer the highest purchase price for the Property or the Business.

Approval Motion for Successful Bid

28. ~~27.~~ The Applicant will apply to the Court (the “**Approval Motion**”) for an order approving the Successful Bid(s) and authorizing the Applicants to enter into any and all necessary agreements with respect to the Successful Bid and to undertake such other actions as may be necessary or appropriate to give effect to the Successful Bid.

29. ~~28.~~ The Approval Motion will be held on a date to be scheduled by the Court upon application by the Applicants on or before May 30, 2025.

30. ~~29.~~ All Final Qualified Bids (other than the Successful Bid) will be deemed rejected on the date of approval of the Successful Bid(s) by the Court.

OTHER TERMS

Deposits

31. ~~30.~~ All Deposits will be retained by the Monitor in a trust account. If there is a Successful Bid, the Deposit paid by the Successful Bidder whose bid is approved at the Approval Motion will be applied to the purchase price to be paid or investment amount to be made by the Successful Bidder upon closing of the approved transaction and will be non-refundable. The Deposits of Qualified Bidders not selected as the Successful Bidder will be returned to such bidders within thirty (30) Business Days of the date upon which the Successful Bid is approved by the Court. If there is no Successful Bid subject to the following paragraph, all Deposits will be returned to the bidders within ten (10) Business Days of the date upon which the SISP is terminated in accordance with these procedures.

32. ~~31.~~ If a Successful Bidder breaches its obligations under the terms of the SISP, its Deposit plus any interest earned thereon shall be forfeited as liquidated damages and not as a penalty.

Approvals

33. ~~32.~~ For the avoidance of doubt, the approvals required pursuant to the terms hereof are in addition to, and not in substitution for, any other approvals required by the CCAA or any other statute or as otherwise required at law, the ~~DIP Term Sheet~~ terms of paragraph 38 hereof, or any other Order of the Court in order to implement a Successful Bid.

Agents Consultation

34. The Applicants, the Monitor and the Financial Advisor will communicate and consult with all Agents through the Solicitation Process and will provide information to the Agents in connection with such communications, including copies of all bids within one day of receipt of same. The Applicants, the Monitor and the Financial Advisor shall provide the Agents with any and all information reasonably requested with respect to the SISP.

Amendment

35. ~~33.~~ If there is any proposed material modification to the SISP by the Applicants, the Applicants will seek Court approval of such material modification on notice to the Service List. Otherwise, the Applicants retain the discretion, with the consent of the Monitor and in consultation with the Financial Advisor, ~~the Pathlight Agent~~ and the ~~DIP Agent~~ Agents, to modify the SISP from time to time.
36. ~~34.~~ This SISP does not, and will not be interpreted to, create any contractual or other legal relationship between the Applicants and any Qualified Bidder, other than as specifically set forth in a definitive agreement that may be signed with the Applicants. At any time during the SISP, the Monitor may, following consultation with the Financial Advisor, and the Applicant, upon reasonable prior notice to the ~~DIP Agent~~ Agents, apply to the Court for advice and directions with respect to the discharge of its power and duties hereunder.

Compliance with ~~DIP Term Sheet~~ and Liquidation Process Approval Order

37. ~~35.~~ In carrying out the terms of this SISP, the Applicants, the Monitor and the Financial Advisor will comply with the terms of the Liquidation Process Approval Order, ~~the DIP Term Sheet~~ and any other Order of the Court.

~~DIP Agent Communications~~

- ~~36. The Applicants, the Monitor and the Financial Advisor will communicate and consult with the DIP Agent throughout the Solicitation Process and will provide information to the DIP Agent in connection with such communications, including copies of all bids within one day of receipt of same. The Applicants, the Monitor and the Financial Advisor shall provide the DIP Agent with any and all information reasonably requested with respect to the SISP.~~

~~Pathlight Communications~~

- ~~37. The Applicants, the Monitor and the Financial Advisor will communicate and consult with the Pathlight Agent throughout the Solicitation Process and will provide information to the Pathlight Agent in connection with such communications, including copies of all bids within one day of receipt of same. The Applicants, the Monitor and the Financial Advisor~~

~~shall provide the Pathlight Agent with any and all information reasonably requested with respect to the SISP.~~

Reservation of Rights

38. Without detracting from the Reservation of Rights (defined below) and any rights which RioCan Real Estate Investment Trust and/or its affiliates may have, no bid shall be considered a Final Qualified Bid: (a) in respect of any Property (as defined in the SISP) of a Non-Applicant Stay Party without the prior written consent of the relevant Non-Applicant Secured Creditor (as defined in the ARIIO) in respect of such Property; and (b) in respect of any Property (as defined in the SISP) of RioCan Real Estate Investment Trust without the prior written consent of RioCan Real Estate Investment Trust.
39. All consent and consultation rights provided to the Agents in this SISP in respect of any Property (as defined in the SISP) of a Non-Applicant Stay Party shall instead be provided to RioCan Real Estate Investment Trust and the relevant Non-Applicant Secured Creditor(s) of the Non-Applicant Stay Party in respect of such Business or Property, to the exclusion of the Agents.
40. ~~38.~~ Nothing in this SISP or the SISP Approval Order acknowledges or declares that the interests in the ~~property~~Business or Property (each as defined in the SISP) being marketed within this SISP are capable of being ~~sold~~transferred by the Applicants or the Non-Applicant Stay Parties. For clarity, all parties' ability to challenge the Applicants' and ~~the~~ Non-Applicant Stay Parties' ability to ~~sell any property~~transfer any Business or Property (each as defined in the SISP) are expressly preserved and not derogated from. (the "Reservation of Rights").

Schedule "A"

Address for Notices and Deliveries

To the Monitor

Alvarez & Marsal Canada Inc. Court appointed Monitor of Hudson's Bay Company ULC
et al.

Royal Bank Plaza, South Tower
200 Bay Street, Suite 29000
P.O. Box 22
Toronto, ON M5J 2J1

Attn: Alan Hutchens / Greg Karpel

Email: ahutchens@alvarezandmarsal.com / gkarpel@alvarezandmarsal.com

With a copy to

Bennett Jones LLP
3400 One First Canadian Place
P.O. Box 130
Toronto, ON M5X 1A4

Attn: Michael Shakra / Sean Zweig

Email: ShakraM@bennettjones.com / ZweigS@bennettjones.com

To the Financial Advisor

Restore Capital LLC
4705 Benton Smith Road
Nashville, TN 37215

Attn: Adam Zalev

E-mail: azalev@reflectadvisors.com

To the Applicants

Hudson Bay Company ULC
401 Bay Street
Toronto, ON M5H 2Y4

Attn: Jennifer Bewley

Email: jennifer.bewley@hbc.com

ONTARIO

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

Proceeding commenced at Toronto

**ORDER
(SISP Approval Order)**

STIKEMAN ELLIOTT LLP
Barristers & Solicitors
5300 Commerce Court West
199 Bay Street
Toronto, Canada M5L 1B9

Ashley Taylor LSO#: 39932E
Email: ataylor@stikeman.com
Tel: +1 416-869-5236

Elizabeth Pillon LSO#: 35638M
Email: lpillon@stikeman.com
Tel: +1 416-869-5230

Maria Konyukhova LSO#: 52880V
Email: mkonyukhova@stikeman.com
Tel: +1 416-869-5230

Philip Yang LSO#: 82084O
Email: PYang@stikeman.com
Tel: +1 416-869-5593

Brittney Ketwaroo LSO#: 89781K
Email: bketwaroo@stikeman.com
Tel: +1 416-869-5524

Lawyers for the Applicants

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

Proceeding commenced at Toronto

MOTION RECORD

STIKEMAN ELLIOTT LLP

Barristers & Solicitors
5300 Commerce Court West
199 Bay Street
Toronto, Canada M5L 1B9

Ashley Taylor LSO#: 39932E

Email: ataylor@stikeman.com
Tel: +1 416-869-5236

Elizabeth Pillon LSO#: 35638M

Email: lpillon@stikeman.com
Tel: +1 416-869-5230

Maria Konyukhova LSO#: 52880V

Email: mkonyukhova@stikeman.com
Tel: +1 416-869-5230

Philip Yang LSO#: 82084O

Email: PYang@stikeman.com
Tel: +1 416-869-5593

Brittney Ketwaroo LSO#: 89781K

Email: bketwaroo@stikeman.com
Tel: +1 416-869-5524

Lawyers for the Applicants