

Court File No. CV-25-738613-00CL

**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 BRITTNEY KETWAROO
(Sworn May 29, 2025)**

I, Brittney Ketwaroo, of the City of Toronto, in the Province of Ontario, MAKE OATH AND
SAY:

1. I am an Associate with Stikeman Elliott LLP ("**Stikeman**"), counsel for 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**").
2. All capitalized terms used in this affidavit and not otherwise defined have the meanings given to them in the affidavit of Michael Culhane sworn May 26, 2025.
3. Attached hereto as **Exhibit "A"** is a copy of the asset purchase agreement dated as of May 15, 2025, between The Bay Limited Partnership, by its general partner, The Bay Holdings, as vendor, and Canadian Tire Corporation, Limited ("**Canadian Tire**"), as purchaser (the "**APA**").
4. I swear this affidavit in connection with the Applicants' motion seeking approval of (a) the Approval and Vesting Order which, among other things, approves the APA and the Transactions contemplated therein; (b) the Assignment Order (if necessary) assigning, conveying, and

transferring to Canadian Tire, the rights, title and interest of the Company under the Pendleton Agreements and for no improper purpose.

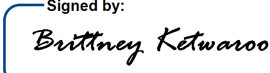
SWORN remotely via videoconference, by
Brittney Ketwaroo, stated as being located
in the City of Toronto, in the Province of
Ontario, before me at the City of Toronto,
in Province of Ontario, this 29th day of
May, 2025, in accordance with O. Reg
431/20, Administering Oath or Declaration
Remotely.


Philip Yang

36124C4218DD47C

Commissioner for Taking Affidavits, etc.
PHILIP YANG | LSO #820840


Signed by:


Brittney Ketwaroo

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BRITTNEY KETWAROO

EXHIBIT "A"
referred to in the Affidavit of
BRITTNEY KETWAROO
Sworn May 29, 2025

DocuSigned by:


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Commissioner for Taking Affidavits

Execution Version

CANADIAN TIRE CORPORATION, LIMITED
AS THE PURCHASER

- AND -

THE BAY LIMITED PARTNERSHIP
AS THE VENDOR

ASSET PURCHASE AGREEMENT

DATED MAY 15, 2025

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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement dated as of May 15, 2025, is made by and among:

THE BAY LIMITED PARTNERSHIP (the “**Vendor**”)

- and -

CANADIAN TIRE CORPORATION, LIMITED (the “**Purchaser**”)

RECITALS:

WHEREAS certain of the Vendor’s direct and indirect affiliates (the “**Applicants**”), commenced proceedings (the “**CCAA Proceedings**”) under the *Companies’ Creditors Arrangement Act* (Canada) (the “**CCAA**”) and obtained an initial order from the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) on March 7, 2025, as amended and restated on March 21, 2025 (as such Order may be further amended, restated or varied from time to time, the “**Amended and Restated Initial Order**”);

WHEREAS the Applicants obtained an order (the “**SISP Approval Order**”) from the Court on March 21, 2025, among other things, authorizing the Applicants to undertake a sale and investment solicitation process (the “**SISP**”) to solicit offers or proposals for a sale or investment transaction in respect of the Applicants and/or their assets and authorizing and directing the Applicants and the HBC Financial Advisor (as defined below) to implement the SISP pursuant to the terms thereof;

WHEREAS while not an Applicant in the CCAA Proceedings, the Vendor was granted the benefits of the protections and authorizations provided by the Amended and Restated Initial Order; and

WHEREAS the Vendor has, in consultation with the HBC Financial Advisor and the Monitor (as defined below), designated the Final Qualified Bid (as defined in the SISP) submitted by the Purchaser as a Successful Bid (as defined in the SISP), and the Parties desire to consummate the Transaction on the terms and subject to the conditions contained in this Agreement.

NOW THEREFORE in consideration of the covenants and mutual promises set forth in this Agreement (including the recitals hereof) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

In this Agreement:

“**Acquired Rights**” means any and all Claims and causes of action with respect to the Assigned Contracts and the Purchased IP, whether accruing before, on, or after the Closing Time, including all rights to and Claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

“Action” means any claim, counterclaim, application, action, suit, cause of action, Order, charge, indictment, prosecution, demand, complaint, grievance, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or otherwise, whether at Law or in equity and by or before a Governmental Entity.

“Affiliate” means, with respect to any Person, any other Person who directly or indirectly controls, is controlled by, or is under direct or indirect common control with, such Person, and includes any Person in like relation to an Affiliate. A Person shall be deemed to **“control”** another Person if such Person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of such other Person, whether through the ownership of voting securities, by contract or otherwise; and the term **“controlled”** shall have a similar meaning.

“Agreement” means this Asset Purchase Agreement, including the preamble and the Recitals, and all the Schedules attached hereto, as they may be amended, restated or supplemented from time to time in accordance with the terms hereof.

“Amended and Restated Initial Order” has the meaning set out in the Recitals.

“Ancillary Agreements” means the IP Assignment Agreement(s), the General Conveyance, the Assignment and Assumption Agreement, the Trademark Use Termination Agreement, the Intercompany IP Assignment Agreement(s), the Post-Closing Limited Trademark License and all agreements, certificates, documents and other instruments delivered or given pursuant to this Agreement.

“Applicants” has the meaning set out in the Recitals.

“Applicable Law” means, with respect to any Person, property, transaction, event or other matter, any transnational, foreign or domestic, federal, provincial, territorial, state, local or municipal (or any subdivision of them) law (including common law and civil law), constitution, treaty, law, statute, regulation, code, ordinance, principle of common law or equity, rule, by-law (zoning or otherwise), Order (including any securities laws or requirements of stock exchanges and any consent decree or administrative Order) or other requirement having the force of law (**“Law”**), in each case relating or applicable to such Person, property, transaction, event or other matter and also includes, where appropriate, any interpretation of Law (or any part thereof) by any Person having jurisdiction over it, or charged with its administration or interpretation.

“Approval and Vesting Order” means an order issued by the Court substantially in the form attached hereto as **Schedule “A”**, approving, among other things, this Agreement and the Transaction, and vesting in the Purchaser all of the Vendor’s right, title and interest in and to the Purchased Assets free and clear of all Encumbrances (other than Permitted Encumbrances), in form and substance acceptable to the Purchaser, the Vendor and the Monitor.

“Art, Artifacts and Archives” means, collectively, all tangible and intangible items of cultural, historical, artistic, informational or commemorative significance to, and owned by, or in the possession or control of, the Vendor and/or the other Applicants (as defined in the SISP), as applicable, including, but not limited to: (a) original works of visual or decorative art, such as, without limitation, paintings, drawings, pastels, collages, mosaics, prints, photographs, sculptures, statues, war memorials, decorative plaques or literary or documentary works; (b) historical and/or cultural memorabilia or artifacts, such as, without limitation, products, packaging, product prototypes, designs, awards, promotional and marketing materials, film or video, catalogues and branded items; (c) corporate, historical and/or cultural documentation, records, manuscripts, policies, procedures, guidelines, maps, charts, geological surveys or other archived materials of evidentiary, historical, research, or

administrative significance to the Vendor and/or the other Applicants, as applicable, and/or to the social, political and economic development of Canada; and (d) any and all similar or related items of cultural, historical, artistic, informational or commemorative significance to the Vendor and/or the other Applicants, as applicable.

“Assigned Contracts” means all Contracts listed on **Schedule “B”** hereto, as such Schedule may be amended, supplemented or restated by the Purchaser, with the consent of the Vendor, from time to time prior to the Closing.

“Assignment and Assumption Agreement” means an assignment and assumption agreement, in form and substance satisfactory to the Parties, acting reasonably, evidencing the assignment to the Purchaser of the Vendor’s rights, benefits and interests in, to and under the Assigned Contracts and the assumption by the Purchaser of all of the Assumed Liabilities under or in respect of the Assigned Contracts.

“Assignment Order” means an order of the Court to be issued in the CCAA Proceedings pursuant to section 11.3 of the CCAA assigning to the Purchaser, the Vendor’s right, benefit and interest in and to any of the Assigned Contracts for which any necessary consent to assign has not been obtained, in form and substance acceptable to the Purchaser.

“Assumed Liabilities” means: (a) all Liabilities related to the Purchased Assets and arising out of events or circumstances that occur after the Closing; (b) all Permitted Encumbrances; and (c) all other obligations and liabilities expressly assumed under this Agreement.

“Authorization” means any authorization, approval, consent, concession, exemption, license, lease, grant, permit, registration, franchise, right, privilege or no-action letter from any Governmental Entity having jurisdiction with respect to any specified Person, property, transaction or event, or with respect to any of such Person’s property or business and affairs or from any Person in connection with any easements, contractual rights or other matters.

“Books and Records” means all books, records, files, papers, books of account and other financial data specifically related to the Purchased Assets and the Assumed Liabilities in the possession, custody or control of the Vendor, including all corresponding records, data and information stored electronically, digitally or on computer-related media. For greater certainty, the definition of Books and Records under this Agreement shall not comprise, constitute or include Art, Artifacts and Archives.

“Business” means the business and operations carried on by the Vendor as at the date of this Agreement and as at the date of the Closing.

“Business Day” means any day except Saturday, Sunday or any day on which banks are generally not open for business in Toronto, Ontario.

“CCAA” has the meaning set out in the Recitals.

“CCAA Proceedings” has the meaning set out in the Recitals.

“Claims” means all debts, obligations, expenses, costs, damages, losses, Actions, Liabilities, Encumbrances (other than Permitted Encumbrances), accounts payable, indebtedness, contracts, leases, agreements, undertakings, claims, rights and entitlements of any kind or nature whatsoever (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured or due or not yet due, in law or in equity and whether based in statute or otherwise).

“Closing” means the completion of the Transaction contemplated by this Agreement in accordance with the provisions of this Agreement.

“Closing Date” means the date on which the Closing occurs.

“Closing Deliverables” means all contracts, agreements, certificates and instruments required by this Agreement to be delivered at or before the Closing in order to effect the Transaction.

“Closing Time” means the time on the Closing Date at which the Closing occurs, as evidenced by the Monitor’s Certificate.

“Conditions Certificates” has the meaning set out in Section 8.4.

“Consent” has the meaning set out in Section 2.4(1).

“Contracts” means all contracts, agreements, deeds, licenses, obligations, commitments, promises, undertakings, engagements, understandings and arrangements to which the Vendor is a party to or by which the Vendor is bound or under which the Vendor has, or will have at the Closing, any right or liability or contingent right or liability (in each case, whether written or oral, express or implied) relating to the Business.

“Court” has the meaning set out in the Recitals.

“Cure Costs” means all monetary defaults in relation to the Assigned Contracts as at the Closing Date, other than those arising by reason only of the Vendor’s insolvency, the commencement of the CCAA Proceedings by the Vendor, the Vendor’s failure to perform a non-monetary obligation.

“Customer Data” means any Requested Data for which the individual to whom the Requested Data relates has provided their meaningful and knowledgeable consent for the Vendor or an Affiliate thereof to transfer such data to the Purchaser, as contemplated in, and in accordance with, the terms and conditions of this Agreement.

“Deposit” means an amount equal to \$3,000,167.00.

“Disclosed Personal Information” has the meaning given to it in Section 10.1(1).

“Domain Names” has the meaning set forth in the definition of **“Purchased IP”**.

“Encumbrances” means all claims, Liabilities (direct, indirect, absolute or contingent), obligations, prior claims, right of retention, liens, security interests, floating charges, mortgages, pledges, assignments, conditional sales, warrants, adverse claims, charges, hypothecs, trusts, deemed trusts (statutory or otherwise), judgments, writs of seizure or execution, notices of sale, contractual rights (including purchase options, rights of first refusal, rights of first offer or any other pre-emptive contractual rights), restrictive covenants, and all other encumbrances, whether or not they have been registered, published or filed and whether secured, unsecured or otherwise.

“ETA” means the *Excise Tax Act*, R.S.C., 1985, c. E-15.

“Excluded Assets” means: (a) all rights, covenants, obligations and benefits of the Vendor under this Agreement that survive the Closing; (b) any and all assets of the Vendor and its Affiliates other than the Purchased Assets; and (c) Art, Artifacts and Archives.

“Excluded Liabilities” means any and all Liabilities of the Vendor and the Vendor’s Affiliates (including Cure Costs) other than the Assumed Liabilities.

“Expiring Trademarks” means those Purchased Assets set forth on **Schedule “E”**, for which trademark registrations are scheduled to expire or lapse during the Interim Period.

“General Conveyance” means a general conveyance and assumption of liabilities, in form and substance satisfactory to the Parties, acting reasonably, evidencing the conveyance to the Purchaser of the Vendor’s right, title and interest in and to the Purchased Assets and the assumption by the Purchaser of the Assumed Liabilities.

“Governmental Entity” means any government, regulatory authority, governmental department, agency, commission, bureau, official, minister, Crown corporation, court, board, tribunal or dispute settlement panel or other law, rule or regulation-making organization or entity: (a) having or purporting to have jurisdiction on behalf of any nation, province, territory or state or any other geographic or political subdivision of any of them; or (b) exercising, or entitled or purporting to exercise any administrative, executive, judicial, legislative, policy, regulatory or taxing authority or power.

“GST/HST” means all goods and services tax and harmonized sales tax imposed under Part IX of the ETA.

“HBC Financial Advisor” means Reflect Advisors, LLC, in its capacity as the financial advisor to the Vendor.

“Heraldry” has the meaning set forth in the definition of **“Purchased IP”**.

“Hudson’s Bay” means Hudson’s Bay Company ULC Compagnie De La Baie D’Hudson SRI.

“Interim Period” means the period from the date of this Agreement until the Closing Time.

“Investment Canada Act” means the *Investment Canada Act*, R.S.C., 1985, c. 28.

“IP Assignment Agreement” means the agreement(s) to be entered into between the Vendor and the Purchaser regarding the assignment of Purchased IP by the Vendor to the Purchaser, substantially in the form attached as **Schedule “D”** hereto.

“ITA” means the *Income Tax Act*, R.S.C., 1985, c. 1 (5th Supplement).

“Law” has the meaning set out in the definition of “Applicable Law”.

“Liability” means, with respect to any Person, any liability or obligation of such Person of any kind, character or description, whether known or unknown, absolute or contingent, accrued or unaccrued, disputed or undisputed, liquidated or unliquidated, secured or unsecured, joint or several, due or to become due, vested or unvested, executory, determined, determinable or otherwise, and whether or not the same is required to be accrued on the financial statements of such Person.

“L&T Domain Names” means all Domain Names set forth on **Schedule “G”** where the registrant organization is listed as Lord & Taylor LLC.

“Monitor” means Alvarez & Marsal Canada Inc. in its capacity as monitor of the Vendor and the Applicants (as defined in the SISP) under the CCAA Proceedings.

“Monitor’s Certificate” means the certificate, substantially in the form attached as Schedule “A” to the Approval and Vesting Order, to be delivered by the Monitor in accordance with Section 8.4, and thereafter filed by the Monitor with the Court.

“Order” means any order, directive, judgment, decree, injunction, decision, ruling, award or writ of any Governmental Entity.

“Other Trademarks” has the meaning set forth in the definition of **“Purchased IP”**.

“Outside Date” means July 15, 2025, or such later date as the Parties may mutually agree.

“Party” means a party to this Agreement and any reference to a Party includes its successors and permitted assigns and **“Parties”** means more than one of them.

“PCMLTFA” has the meaning set out in Section 4.2(8).

“Pendleton” means Pendleton Woolen Mills, Inc.

“Pendleton Agreements” means the Pendleton Settlement Agreement and the Pendleton Trademark License Agreement.

“Pendleton Settlement Agreement” means that certain Settlement Agreement, dated on or around June 12, 2009, by and between Hudson’s Bay and Pendleton.

“Pendleton Trademark License Agreement” means that certain Trademark License Agreement, dated as of June 12, 2009, by and between Hudson’s Bay and Pendleton.

“Permitted Encumbrances” means: (a) all Encumbrances under or in respect of the Assigned Contracts and (b) all fees, costs and expenses associated with the renewal of the Expiring Trademarks.

“Person” is to be broadly interpreted and includes an individual, a corporation, a partnership, a trust, an unincorporated organization, a Governmental Entity, and the executors, administrators or other legal representatives of an individual in such capacity.

“Post-Closing Limited Trademark License(s)” has the meaning set out in Section 5.8.

“PST” means all provincial sales taxes or retail sales taxes payable under any PST Law.

“PST Law” means the *Provincial Sales Tax Act* (British Columbia), the *Retail Sales Tax Act* (Manitoba), and/or the *Provincial Sales Tax Act* (Saskatchewan) (as applicable).

“Purchase Price” has the meaning set out in Section 3.2.

“Purchased Assets” means: (a) the Assigned Contracts; (b) the Customer Data; (c) the Acquired Rights; and (d) the Purchased IP inclusive of the Trademarks, Domain Names and Heraldry set forth on **Schedule “G”** hereto, as such Schedule may be amended, supplemented or restated by the Purchaser, with the written consent of the Vendor, from time to time prior to the Closing. For greater certainty, **“Art, Artifacts and Archives”** shall include all intellectual property and intellectual property rights in all items which otherwise constitute Art, Artifacts and Archives, provided that such intellectual property and intellectual property rights shall not include the Purchased IP or otherwise form the basis to a valid ownership or use claim to the Purchased IP.

“Purchased IP” includes: (a) the Stripes and Hudson Bay trademarks, service marks, trade dress, logos, trade names, and corporate names, and design patents together with all goodwill associated therewith owned by the Vendor as set forth in **Schedule “G”** (the **“Stripes and Bay Trademarks”**); (b) select trademarks, service marks, trade dress, logos, trade names, and corporate names, together with all goodwill associated therewith owned by the Vendor as set forth in **Schedule “G”** (the **“Other Trademarks”**) (the **“Stripes and Bay Trademarks”** and **“Other Trademarks”** are collectively referred to herein as the **“Trademarks”**); (c) all works of authorship (whether copyrightable or not) and all copyrights (whether registered or unregistered) relating to the Trademarks and owned by the Vendor; (d) all domain names, uniform resource locators, social media user account names related to the Trademarks, and other names and locators associated with the Internet, in each case, that are owned by the Vendor and set forth in **Schedule “G”** (the **“Domain Names”**), and (e) any and all other rights owned or held by or otherwise bestowed upon the Vendor anywhere in the world relating to the “heraldry” and the exclusive use thereof, as set forth in **Schedule “G”** (the **“Heraldry”**); all of the foregoing set forth in (a) – (e) inclusive of all registrations, applications, or reservations in or related to such Purchased IP. Notwithstanding the foregoing and anything to the contrary in this Agreement, the Purchased IP shall not include any (x) Art, Artifacts and Archives, (y) Art, Artifacts and Archives that contain, incorporate, replicate, represent or embody, in tangible or intangible form, the Purchased IP or (z) intellectual property that constitutes Art, Artifacts and Archives.

“Purchaser” has the meaning set out in the preamble hereto, and includes any successor or permitted assignee thereof.

“Purchaser Released Parties” has the meaning set out in Section 5.7.

“QST” means the Québec sales tax payable under Title I of the QSTA.

“QSTA” means the *Act respecting the Québec sales tax* (Québec).

“Released Claims” means all Claims and Orders, contingent or otherwise, whether liquidated or unliquidated, matured or unmatured, disputed or undisputed, contractual, legal or equitable, including loss of value, professional fees, including “claims” as defined in the CCAA and including fees and disbursements of legal counsel on a full indemnity basis, and all costs incurred in investigating or pursuing any of the foregoing or any proceeding relating to any of the foregoing.

“Representative” when used with respect to a Person means each director, officer, employee, consultant, subcontractor, financial adviser, legal counsel, accountant and other agent, advisor or representative of that Person.

“Requested Data” has the meaning set out in Section 2.4(1).

“Saks” has the meaning set out in Section 5.8(2).

“SISP” has the meaning set out in the Recitals.

“SISP Approval Order” has the meaning set out in the Recitals.

“Stripes and Bay Trademarks” has the meaning set forth in the definition of **“Purchased IP”**.

“Target Closing Date” means the date that is three (3) Business Days following the day on which all of the conditions of the Closing set out in Article 8 (other than those conditions that by their nature can only be satisfied at the Closing, but subject to the satisfaction or waiver of all such conditions at the Closing), have been satisfied or, to the extent permitted by Law, waived by the applicable Party or Parties; or (b) in any event, no later than the Outside Date.

“Tax Returns” means all returns, reports, declarations, designations, forms, elections, notices, filings, information returns, and statements in respect of Taxes that are filed or required to be filed with any applicable Governmental Entity, including all amendments, schedules, attachments or supplements thereto and whether in tangible or electronic form.

“Taxes” or **“Tax”** means, with respect to any Person, all supranational, national, federal, provincial, state, local or other taxes, including income taxes, global minimum taxes, branch taxes, profits taxes, capital gains taxes, gross receipts taxes, windfall profits taxes, value added taxes, severance taxes, ad valorem taxes, property taxes, property transfer taxes, capital taxes, net worth taxes, production taxes, GST/HST, QST, PST, sales taxes, goods and services taxes, harmonized sales taxes, use taxes, license taxes, excise taxes, franchise taxes, environmental taxes, transfer taxes, withholding or similar taxes, payroll taxes, employment taxes, employer health taxes, governmental pension plan premiums and contributions, social security premiums, workers’ compensation premiums, employment/unemployment insurance or compensation premiums, stamp taxes, occupation taxes, premium taxes, alternative or add on minimum taxes, customs duties, import and export taxes, countervailing and anti-dumping duties or other taxes of any kind whatsoever imposed or charged by any Governmental Entity and any instalments in respect thereof, together with any interest, penalties, or additions with respect thereto and any interest in respect of such additions or penalties and any liability for the payment of any amounts of the type described in this paragraph as a result any express or implied obligation to indemnify any other Person or as a result of being a transferee or successor in interest to any Person, whether disputed or not.

“Trademarks” has the meaning set forth in the definition of **“Purchased IP”**.

“Trademark Use Termination Agreement” means the agreement to be entered into between the Vendor and Hudson’s Bay regarding the termination of the right to use certain trademarks of the Vendor granted to Hudson’s Bay by the Vendor, substantially in the form attached hereto as **Schedule “H”**.

“Transaction” means, collectively, the transactions contemplated by this Agreement.

“Transfer Taxes” means all applicable Taxes, including any applicable GST/HST, QST and PST payable upon or in connection with the Transaction and any filing, registration, recording or transfer fees payable in connection with the instruments of transfer provided for in this Agreement (for greater certainty, excluding any income Taxes of the Vendor).

“Vendor” has the meaning set out in the preamble hereto.

“Vendor Released Parties” has the meaning set out in Section 5.6.

1.2 Actions on Non-Business Days

If any payment is required to be made or other action (including the giving of notice) is required to be taken pursuant to this Agreement on a day which is not a Business Day, then such payment or action shall be considered to have been made or taken in compliance with this Agreement if made or taken on the next succeeding Business Day.

1.3 Currency and Payment Obligations

Except as otherwise expressly provided in this Agreement, all dollar amounts referred to in this Agreement are stated in the lawful currency of Canada.

1.4 Calculation of Time

In this Agreement, a period of days shall be deemed to begin on the first day after the event which began the period and to end at 5:00 p.m. (Toronto time) on the last day of the period. If any period of time is to expire hereunder on any day that is not a Business Day, the period shall be deemed to expire at 5:00 p.m. (Toronto time) on the next succeeding Business Day.

1.5 Additional Rules of Interpretation

- (a) *Consents, Agreements, Approval, Confirmations and Notice to be Written.* Any consent, agreement, approval or confirmations from, or notice to, any party permitted or required by this Agreement shall be written consent, agreement, approval, confirmation, or notice, and email shall be sufficient.
- (b) *Gender and Number.* In this Agreement, unless the context requires otherwise, words in one gender include all genders and words in the singular include the plural and vice versa.
- (c) *Headings and Table of Contents.* The inclusion in this Agreement of headings of Articles and Sections and the provision of a table of contents are for convenience of reference only and are not intended to be full or precise descriptions of the text to which they refer.
- (d) *Section References.* Unless the context requires otherwise, references in this Agreement to Articles, Sections or Schedules are to Articles or Sections of this Agreement, and Schedules to this Agreement.
- (e) *Words of Inclusion.* Wherever the words “include”, “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation” and the words following “include”, “includes” or “including” shall not be considered to set forth an exhaustive list.
- (f) *References to this Agreement.* The words “hereof”, “herein”, “hereto”, “hereunder”, “hereby” and similar expressions shall be construed as referring to this Agreement in its entirety and not to any particular Section or portion of it.
- (g) *Statute References.* Unless otherwise indicated, all references in this Agreement to any statute include the regulations thereunder, in each case as amended, re-enacted, consolidated or replaced from time to time and in the case of any such amendment, re-enactment, consolidation or replacement, reference herein to a particular provision shall be read as referring to such amended, re-enacted, consolidated or replaced provision and also include, unless the context otherwise requires, all applicable guidelines, bulletins or policies made in connection therewith.
- (h) *Document References.* All references herein to any agreement (including this Agreement), document or instrument mean such agreement, document or instrument as amended, supplemented, modified, varied, restated or replaced from time to time

in accordance with the terms thereof and, unless otherwise specified therein, includes all schedules attached thereto.

1.6 Schedules

- (a) The following are the Schedules attached to and incorporated in this Agreement by reference and deemed to be a part hereof:

SCHEDULES

Schedule "A"	Form of Approval and Vesting Order
Schedule "B"	Assigned Contracts
Schedule "C"	Form of Intercompany IP Assignment Agreement
Schedule "D"	Form of IP Assignment Agreement
Schedule "E"	Expiring Trademarks
Schedule "F"	Form of Post-Closing Limited Trademark License Agreement
Schedule "G"	Purchased Assets
Schedule "H"	Form of Trademark Use Termination Agreement

- (b) Unless the context otherwise requires, words and expressions defined in this Agreement will have the same meanings in the Schedules and the interpretation provisions set out in this Agreement apply to the Schedules. Unless the context otherwise requires, or a contrary intention appears, references in the Schedules to a designated Article, Section, or other subdivision refer to the Article, Section, or other subdivision, respectively, of this Agreement.

ARTICLE 2 PURCHASE OF ASSETS AND ASSUMPTION OF LIABILITIES

2.1 Purchase and Sale of Purchased Assets

At the Closing Time, on and subject to the terms and conditions of this Agreement and the Approval and Vesting Order, the Vendor shall sell to the Purchaser, and the Purchaser shall purchase from the Vendor, all of the Vendor's right, title and interest in and to the Purchased Assets, which shall be free and clear of all Encumbrances (other than Permitted Encumbrances). For greater certainty, notwithstanding any other provision of this Agreement, this Agreement does not constitute an agreement by the Purchaser to purchase, or by the Vendor to sell, any Excluded Assets.

2.2 Assumption of Assumed Liabilities

At the Closing Time, on and subject to the terms and conditions of this Agreement, the Purchaser shall assume and agree to pay when due and perform and discharge in accordance with their terms, the Assumed Liabilities. Notwithstanding any other provision of this Agreement, the Purchaser shall not assume any Excluded Liability.

2.3 Assignment of Contracts

- (1) *Obtaining Consents.* Prior to the Closing, the Vendor, with the assistance of and in consultation with the Purchaser, shall use its commercially reasonable efforts to obtain

all consents required to assign the Assigned Contracts to the Purchaser, in form and substance reasonably acceptable to the Purchaser.

- (2) *Assignment Order.* To the extent that any Assigned Contract is not assignable without the consent of the counterparty or any other Person and such consent has not been obtained prior to the date that the Vendor files the motion for the Assignment Order (unless such consent is obtained prior to the Closing): (a) the Vendor's rights, benefits and interests in, to and under such Assigned Contract shall be conveyed to the Purchaser pursuant to the Assignment Order; (b) the Vendor will use all reasonable efforts to obtain the Assignment Order in respect of such Assigned Contract on or prior to the motion seeking the Approval and Vesting Order; and (c) if the Assignment Order is obtained in respect of such Assigned Contract, the Purchaser shall accept the assignment of such Assigned Contract on such terms.
- (3) *Cure Costs.* To the extent that any Cure Costs are payable in respect of any Assigned Contract, the Vendor shall pay such Cure Costs in accordance with the Assignment Order to the extent such Assigned Contract is assigned to and assumed by the Purchaser on the Closing.
- (4) *Assignment.* At the Closing Time, on and subject to the terms and conditions of this Agreement, the Approval and Vesting Order and the Assignment Order, all of the Vendor's rights, benefits and interests in, to and under the Assigned Contracts shall be assigned to the Purchaser, the consideration for which is included in the Purchase Price.

2.4 Customer Data

- (1) Following issuance of the Approval and Vesting Order, the Parties shall collaborate on seeking the meaningful and knowledgeable consent of the existing customers of the Vendor or an Affiliate thereof to enable the Vendor to transfer to the Purchaser certain personal information of such customers. The scope of the information to be requested shall be mutually agreed to by the Parties and may include, but is not limited to, the customer's name, address, phone number and purchase history (the "**Requested Data**"). The form of consent to be sought shall be mutually agreed to by the Parties, each acting reasonably, and shall comply with all Applicable Laws, including privacy Laws (such consent, the "**Consent**").
- (2) To the extent the Vendor transfers any Customer Data to the Purchaser, as contemplated in, and in accordance with, this Agreement, the Purchaser agrees that it shall: (a) not use or disclose the Customer Data for any purpose other than those purposes identified in the Consent, or as otherwise permitted or required by Applicable Laws; (b) protect the confidentiality of all Customer Data in a manner consistent with security safeguards appropriate to the sensitivity of the information; and (c) otherwise comply with all Applicable Laws, including privacy Laws with respect to the Customer Data.
- (3) Nothing in this Agreement shall be construed as requiring the Vendor or an Affiliate thereof to take any action in violation of Applicable Laws (including privacy Laws), including sharing or otherwise transferring any personal information without the meaningful and knowledgeable consent of the applicable individual.

ARTICLE 3 PURCHASE PRICE & TAXES

3.1 Deposit

As a deposit for the payment of the Purchase Price on the Closing, the Purchaser paid to the Monitor on April 30, 2025 and May 15, 2025 in accordance with the SISP, by wire transfer of immediately available funds, the Deposit. The Deposit shall be held in escrow by the Monitor on behalf of the Vendor and be dealt with in accordance with the terms of the SISP and this Agreement.

3.2 Purchase Price

The consideration payable by the Purchaser to the Vendor for the Vendor's right, title and interest in and to the Purchased Assets (the "**Purchase Price**") shall be \$30,001,670.00, exclusive of all applicable Transfer Taxes.

3.3 Allocation of Purchase Price

The Parties agree that the Purchase Price shall be allocated among the Purchased Assets in accordance with their respective fair market values as agreed by the Parties, in consultation with the Monitor, prior to the Closing Date. The Purchaser and the Vendor shall be bound by this allocation, shall file all Tax Returns in a manner that is consistent with this allocation, in the course of filing of any Tax Returns or in the course of any audit by any Governmental Entity, Tax review or Tax proceeding relating to any Tax Returns, and shall not take any position inconsistent therewith.

3.4 Taxes

In addition to the Purchase Price, the Purchaser shall be liable for and shall, at the Closing, pay all applicable Transfer Taxes, including GST/HST, QST and PST. The Purchaser may provide a purchase exemption certificate or its PST registration number to the Vendor for the purchase of certain Purchased Assets exempt from PST under applicable PST Law. After the Closing, the Purchaser shall: (i) prepare and timely file all relevant PST returns and prescribed forms that are required to be prepared and filed; and (ii) remit and pay to the relevant Governmental Entities, in the prescribed manner under PST Law, any applicable PST payable in connection with the transfer of the Purchased Assets in accordance with this Agreement.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES

4.1 Representations and Warranties of the Vendor

Subject to the issuance of the Approval and Vesting Order, the Vendor represents and warrants to the Purchaser on the date hereof and at the Closing as follows and acknowledges and agrees that the Purchaser is relying upon such representations and warranties in connection with the Transaction:

- (1) Incorporation and Status. The Vendor is a limited partnership existing under the laws of the Province of Ontario, in good standing under such act and has the power and authority to enter into, deliver and perform its obligations under this Agreement and the IP Assignment Agreement.
- (2) Corporate Authorization. The execution, delivery and performance by the Vendor of this Agreement and the IP Assignment Agreement have been authorized by all necessary corporate action on the part of the Vendor.

- (3) Execution and Binding Obligation. This Agreement has been duly executed and delivered by the Vendor and constitutes a legal, valid and binding obligation of the Vendor, enforceable against it in accordance with its terms subject only to the Approval and Vesting Order.
- (4) Transfer Tax Registrations. The Vendor is duly registered for GST/HST purposes under Part IX of the ETA and the Vendor's GST/HST registration number is 102420296 RT0001. The Vendor is duly registered for QST purposes under Title I of the QSTA and the Vendor's QST registration number is 1008011563TQ0501. The Vendor is duly registered for PST purposes under the *Provincial Sales Tax Act* (British Columbia), the *Provincial Sales Tax Act* (Saskatchewan), and the *Retail Sales Tax Act* (Manitoba), and the Vendor's PST registration numbers are: PST10002222, 0027045 and 102420296MT0001, respectively.
- (5) Residency. The Vendor is not a non-resident of Canada for purposes of the ITA.

4.2 Representations and Warranties of the Purchaser

The Purchaser represents and warrants to and in favour of the Vendor as follows and acknowledges and agrees that the Vendor is relying upon such representations and warranties in connection with the Transaction:

- (1) Incorporation and Status. The Purchaser is duly incorporated, organized or formed (as applicable), validly existing and in good standing under the Laws of the jurisdiction of its incorporation, organization or formation and has full power and authority to enter into, deliver and perform its obligations under this Agreement and the IP Assignment Agreement.
- (2) Corporate Authorization. The execution, delivery and performance by the Purchaser of this Agreement and the IP Assignment Agreement have been authorized by all necessary corporate action.
- (3) No Conflict. The execution, delivery and performance by the Purchaser of this Agreement, the IP Assignment Agreement and the completion of the Transaction does not (or would not with the giving of notice, the lapse of time, or both, or the happening of any other event or condition) result in a breach or a violation of, or conflict with, or allow any other Person to exercise any rights under, any terms or provisions of the organizational documents of the Purchaser, or Applicable Law.
- (4) Execution and Binding Obligation. This Agreement has been duly executed and delivered by the Purchaser, and constitutes a legal, valid and binding obligation of the Purchaser, enforceable against it in accordance with its terms except in each case as such enforceability is limited by bankruptcy, insolvency, reorganization, moratorium or similar laws now or hereafter in effect relating to creditors' rights generally or general principles of equity and subject only to the Approval and Vesting Order.
- (5) No Commissions. There are no claims for brokerage commissions, finders' fees or similar compensation in connection with the Transaction based on any arrangement or agreement which would result in Liability for the Vendor.
- (6) Proceedings. As of the date hereof, there are no Actions pending, or to the knowledge of the Purchaser, threatened against the Purchaser before any Governmental Entity, which would: (a) prevent the Purchaser from paying the Purchase Price to the Monitor;

(b) prohibit or seek to enjoin, restrict or prohibit the Transaction; or (c) which would reasonably be expected to materially delay the Purchaser from fulfilling any of its obligations set forth in this Agreement or in the IP Assignment Agreement.

- (7) Investment Canada Act. The Purchaser is a “Canadian” or a “WTO Investor” or a “Trade Agreement Investor” within the meaning of the Investment Canada Act.
- (8) Proceeds of Crime / Money Laundering. The Purchase Price which will be advanced by the Purchaser hereunder does not and will not represent the proceeds of crime for the purposes of the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada), S.C. 2000, c. 17 (the “PCMLTFA”), and the Purchaser acknowledges that the Vendor may in the future be required by law to disclose the name of the Purchaser and other information relating to this Agreement, on a confidential basis, pursuant to the PCMLTFA. To the best of the Purchaser’s knowledge, none of the funds provided by the Purchaser have been or will be derived directly or indirectly from or related to any activity that is deemed criminal under the laws of Canada, the United States of America, or any other jurisdiction, or are being tendered on behalf of a person or entity who has not been identified to the Purchaser. The Purchaser will promptly notify the Vendor and the Monitor if it discovers that any of such representations cease to be true and shall provide the Vendor and the Monitor with appropriate information in connection therewith.
- (9) Transfer Tax Registrations. The Purchaser is duly registered for GST/HST purposes under Part IX of the ETA and the Purchaser’s GST/HST registration number is 10077 3019 RT0001. The Purchaser is duly registered for QST purposes under Title I of the QSTA and the Purchaser’s QST registration number is 10016 72912 TQ0002. The Purchaser is duly registered for PST purposes under the *Provincial Sales Tax Act* (British Columbia), the *Provincial Sales Tax Act* (Saskatchewan), and the *Retail Sales Tax Act* (Manitoba), and the Purchaser’s PST registration numbers are: 1000-7484, 1316413 and 10077 3019 MT0002, respectively.
- (10) Consents. Except for the issuance of the Approval and Vesting Order, no Authorization, consent or approval of, or filing with or notice to, any Governmental Entity, court or other Person is required in connection with the Purchaser’s execution, delivery or performance of this Agreement and each of the Ancillary Agreements to be executed and delivered by the Purchaser hereunder.
- (11) Financial Ability. The Purchaser has cash on hand in amounts sufficient to allow it to pay the balance of the Purchase Price and all other costs and expenses in connection with the consummation of the Transaction.

4.3 As is, Where is

The Purchaser acknowledges and agrees that it has conducted to its satisfaction an independent investigation and verification of the Vendor, the Business and the Purchased Assets, and, based solely thereon and the advice of its financial, legal and other advisors, has determined to proceed with the Transaction. The Purchaser has relied solely on the results of its own independent investigation and verification and, except for the representations and warranties of the Vendor expressly set forth in Section 4.1, the Purchaser understands, acknowledges and agrees that all other representations, warranties, guarantees, conditions and statements of any kind or nature, expressed or implied (including any relating to the future or historical financial condition, results of operations, prospects, assets or liabilities of the Vendor or the Business) are specifically disclaimed by the Vendor and its financial and legal advisors and the Monitor and its legal counsel. THE PURCHASER SPECIFICALLY

ACKNOWLEDGES AND AGREES THAT, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES OF THE VENDOR EXPRESSLY AND SPECIFICALLY SET FORTH IN SECTION 4.1: (A) THE PURCHASER IS ACQUIRING THE PURCHASED ASSETS ON AN "AS IS, WHERE IS" BASIS; AND (B) NONE OF THE VENDOR, THE MONITOR, THE HBC FINANCIAL ADVISOR OR ANY OTHER PERSON (INCLUDING ANY REPRESENTATIVE OF THE VENDOR OR THE MONITOR WHETHER IN ANY INDIVIDUAL, CORPORATE OR ANY OTHER CAPACITY) IS MAKING, AND THE PURCHASER IS NOT RELYING ON, ANY REPRESENTATIONS, WARRANTIES, GUARANTEES, CONDITIONS OR OTHER STATEMENTS OF ANY KIND WHATSOEVER, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AS TO ANY MATTER CONCERNING THE VENDOR, THE BUSINESS, THE PURCHASED ASSETS, THE EXCLUDED ASSETS, THE EXCLUDED LIABILITIES, THE ASSUMED LIABILITIES, THIS AGREEMENT OR THE TRANSACTION, OR THE ACCURACY OR COMPLETENESS OF ANY INFORMATION PROVIDED TO (OR OTHERWISE ACQUIRED BY) THE PURCHASER OR ANY OF ITS REPRESENTATIVES, INCLUDING WITH RESPECT TO MERCHANTABILITY, PHYSICAL OR FINANCIAL CONDITION, DESCRIPTION, FITNESS FOR A PARTICULAR PURPOSE, GUARANTEES, STATEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, PURSUANT TO ANY APPLICABLE LAWS IN ANY JURISDICTION, WHICH THE PURCHASER CONFIRMS DO NOT APPLY TO THIS AGREEMENT, AND ARE HEREBY IRREVOCABLY WAIVED IN THEIR ENTIRETY BY THE PURCHASER.

ARTICLE 5 COVENANTS

5.1 Target Closing Date

The Parties shall cooperate with each other and shall use their commercially reasonable efforts to effect the Closing as soon as possible following the execution of this Agreement and, in any event, by the Target Closing Date.

5.2 Motion for Approval and Vesting Order

As soon as practicable after the date hereof, the Vendor shall serve and file a motion seeking the issuance of the Approval and Vesting Order.

The Vendor shall diligently use its commercially reasonable efforts to seek the issuance and entry of the Approval and Vesting Order and the Purchaser shall cooperate with the Vendor in its efforts to obtain the issuance and entry of such Order. The Vendor's motion materials for the Approval and Vesting Order shall be in form and substance satisfactory to the Monitor and the Purchaser, each acting reasonably. The Vendor will provide counsel to the Purchaser a reasonable opportunity, in accordance with Section 6.1, to review any drafts of the motion materials to be served and filed with the Court, it being acknowledged that such motion materials should be served as promptly as reasonably possible following the execution of this Agreement, and will serve such materials on the service list prepared by the Vendor and reviewed by the Monitor, and on such other interested parties, and in such manner, as counsel to the Purchaser may reasonably require. The Vendor will promptly inform counsel for the Purchaser of any and all threatened or actual objections to the motion for the issuance of the Approval and Vesting Order, of which it becomes aware, and will promptly provide to the Purchaser a copy of all written objections received.

5.3 Interim Period

- (1) During the Interim Period, except: (i) as contemplated or permitted by this Agreement; (ii) as necessary in connection with the CCAA Proceedings, including, for greater certainty, in connection with the SISP or any other order of the Court relating to the

sale, transfer or other disposition of the Vendor's assets, including any real property leases; (iii) as otherwise provided in the Amended and Restated Initial Order and any other Court Orders, prior to the Closing Time; or (iv) as consented to by the Purchaser and the Vendor:

- (a) the Vendor shall continue to maintain the Purchased Assets (other than the Expiring Trademarks except upon the written instruction of the Purchaser in accordance with Section 5.4(d)) in substantially the same manner as conducted on the date of this Agreement, which includes, for the avoidance of doubt: (i) timely renewals of the Vendor's registered Purchased IP including the Trademarks and Domain Names; and (ii) management and protection of the Purchased IP including the ongoing prosecution of any pending Trademark applications and ensuring that existing applications and registrations are maintained;
- (b) the Vendor shall not transport, remove, assign or dispose of, any of the Purchased Assets out of their current locations outside of its ordinary course of Business;
- (c) the Vendor shall use commercially reasonable efforts to keep in full force and effect all of its existing insurance policies and give any notice or present any claim under any such insurance policies consistent with past practices of the Vendor in the ordinary course of business; and
- (d) provide notice to the Purchaser of any material adverse developments affecting the Purchased Assets.
- (e) During the Interim Period, except as contemplated or permitted by this Agreement or any Court Order, the Vendor shall not enter into any transactions involving the Purchased Assets without the prior approval of the Purchaser, acting reasonably.

5.4 Vendor Support Obligations

- (1) During the Interim Period, in accordance with Applicable Law:
 - (a) the Vendor will cooperate with the Purchaser with respect to all material steps required in connection with the Transaction;
 - (b) the Vendor will promptly notify the Purchaser, in writing, of receipt of any notice, demand, request or inquiry by any Governmental Entity concerning the Transaction;
 - (c) the Vendor will take all action as may be necessary so that the Transaction will be effected in accordance with Applicable Law;
 - (d) at the direction of the Purchaser in writing, the Vendor will take all action as may be necessary to renew the registration for each of the Expiring Trademarks; provided, that the Purchaser shall be solely liable for any and all fees, costs and expenses associated therewith;
 - (e) the Vendor will execute any and all documents and perform (or cause its agents and advisors to perform) any and all commercially reasonable acts required in connection with this Agreement; and

- (f) the Vendor and the Purchaser will use commercially reasonable efforts to timely prepare and file all documentation and pursue all steps reasonably necessary to obtain all material third-party consents and approvals as may be required in connection with the Transaction.

5.5 Access During Interim Period

During the Interim Period, the Vendor shall give, or cause to be given, to the Purchaser and its Representatives, in accordance with Applicable Law reasonable access during normal business hours to the Purchased Assets and Assumed Liabilities, including the Books and Records, personnel, properties, Contracts (in each case, solely to the extent relating to the Purchased Assets or Assumed Liabilities), provided that the Purchaser shall not be entitled to any confidential, privileged or otherwise sensitive information, as determined by the Vendor and the Monitor, each acting reasonably. Without limiting the generality of the foregoing: (a) the Purchaser and its Representatives shall be permitted reasonable access during normal business hours to all Books and Records relating to the Purchased Assets or Assumed Liabilities; and (b) the Vendor shall instruct any of its executive officers and senior business managers, employees and counsel who have who have knowledge about the creation, development, and use of the Purchased Assets to reasonably cooperate with the Purchaser and its Representatives regarding the same. Such access shall be carried out at the Purchaser's sole and exclusive risk and cost, during normal business hours, and the Vendor shall co-operate reasonably in facilitating such access and shall furnish copies of all such Books and Records as may be reasonably requested by or on behalf of the Purchaser, provided, that: (i) such access will not unreasonably interfere with the Vendor's operations; and (ii) the Purchaser has given the Vendor at least two (2) Business Days' prior written notice of any such request; and (c) the Purchaser shall not conduct invasive or intrusive inspections, tests and audits. No action or review undertaken or made pursuant to this Section 5.5 by the Purchaser or its Representatives at any time prior to or following the date of this Agreement shall affect or be deemed to modify any representation or warranty made by the Vendor herein.

5.6 Release by the Purchaser

Except in connection with any obligations of the Vendor contained in this Agreement, any Closing Deliverables or the Approval and Vesting Order, effective as of the Closing Time, the Purchaser hereby releases and forever discharges the Vendor, the Monitor, the HBC Financial Advisor and their respective Affiliates, and each of their respective successors and assigns, and all current and former officers, directors, partners, members, shareholders, limited partners, employees, agents, financial and legal advisors of each of them (the "**Vendor Released Parties**"), whether in this jurisdiction or any other, whether or not presently known to them or to the law, and whether in law or equity, of and from, and hereby unconditionally and irrevocably waives, any and all Released Claims that the Purchaser ever had, now has or ever may have or claim to have against any of the Vendor Released Parties in their capacity as such, for or by reason of any matter, circumstance, event, action, inaction, omission, cause or thing whatsoever arising prior to the Closing Time relating to the purchase of the Purchased Assets from the Vendor, save and except for Released Claims arising out of fraud or willful misconduct.

5.7 Release by the Vendor

Except in connection with any obligations of the Purchaser contained in this Agreement, any Closing Deliverables or the Approval and Vesting Order, effective as of the Closing Time, the Vendor and its respective Affiliates hereby release and forever discharge the Purchaser, the Monitor, the HBC Financial Advisor and their respective Affiliates, and each of their respective successors and assigns, and all current and former officers, directors, partners, members, shareholders, limited partners, employees, agents, financial and legal advisors of each of them (the "**Purchaser Released Parties**"),

whether in this jurisdiction or any other, whether or not presently known to them or to the law, and whether in law or equity, of and from, and hereby unconditionally and irrevocably waives, any and all Released Claims that the Vendor ever had, now has or ever may have or claim to have against any of the Purchaser Released Parties in their capacity as such, for or by reason of any matter, circumstance, event, action, inaction, omission, cause or thing whatsoever arising prior to the Closing Time, save and except for Released Claims arising out of fraud or willful misconduct.

5.8 Post-Closing Limited Licenses

- (1) Following the Closing Time, to the extent that any Trademarks remain present as signage at any Applicant's store locations or is otherwise used by an Applicant in connection with the winding down of the operations thereof, the Purchaser hereby agrees to grant at the reasonable direction of the Vendor to any purchaser of a lease in respect of any such store location and/or the applicable Applicant, as applicable, a limited, personal, non-exclusive, non-transferable, non-sublicensable license to use all such Trademarks solely for such purposes until the earlier of (i) the date that the applicable purchaser of a lease in respect to the store location or the Applicant, as applicable, has ceased to use such Trademarks (as signage or otherwise) and (ii) August 31, 2025, with any such license to be substantially in the form attached hereto as **Schedule "F"** (hereinafter collectively referred to as the **"Post-Closing Limited Trademark License(s)"**).
- (2) Following the Closing Time, the Purchaser hereby agrees to grant to Saks Global Enterprises LLC and its Affiliates (collectively, **"Saks"**) a limited, personal, non-exclusive, non-transferable, non-sublicensable license to access and use the hbc.com and hbc.io domain names solely for the purpose of, and to the extent reasonably necessary to facilitate, the migration of email, application connectivity, data transfer, and integration services by Saks from such domains to its internal platforms, until the earlier of (i) the date that the Vendor informs the Purchaser in writing that such migration has been completed and (ii) August 1, 2025.

ARTICLE 6 INSOLVENCY PROVISIONS

6.1 Court Orders and Related Matters

- (1) From and after the date of this Agreement and until the Closing Date, the Vendor shall deliver to counsel to the Purchaser drafts of any and all pleadings, motions, notices, statements, applications, schedules, reports, and other papers to be filed or submitted by the Vendor in connection with or related to this Agreement, for the Purchaser's prior review at least two (2) Business Days in advance of service and filing of such materials (or where circumstances make it impracticable to allow for two (2) Business Days' review, with as much opportunity for review and comment as is practically possible in the circumstances). The Vendor acknowledges and agrees: (a) that any such pleadings, motions, notices, statements, applications, schedules, reports, or other papers in respect of Approval and Vesting Order shall be in form and substance satisfactory to the Purchaser, acting reasonably; and (b) to consult and cooperate with the Purchaser regarding any discovery, examinations and hearing in respect of any of the foregoing, including the submission of any evidence, including witnesses testimony, in connection with such hearing.
- (2) Notice of the motion seeking the issuance of the Approval and Vesting Order shall be served by the Vendor on all Persons required to receive notice under Applicable Law

and the requirements of the CCAA and the Court, and any other Person determined necessary by the Vendor or the Purchaser, acting reasonably.

- (3) If the Approval and Vesting Order is appealed or a motion for leave to appeal, rehearing, re-argument or reconsideration is filed with respect thereto, the Vendor agrees to take all action as may be commercially reasonable and appropriate to defend against such appeal, petition or motion.

ARTICLE 7 CLOSING ARRANGEMENTS

7.1 Closing

The Closing shall take place virtually by exchange of documents in PDF format on the Closing Date, and shall be subject to such escrow document release arrangements as the Parties may agree.

7.2 The Vendor's Closing Deliveries

At the Closing, subject to Section 8.2(1), the Vendor shall deliver or cause to be delivered to the Purchaser the following:

- (1) a certificate dated as of the Closing Date and executed by an executive officer of the Vendor confirming and certifying that each of the conditions in Sections 8.2(3) and 8.2(4) have been satisfied;
- (2) subject to Section 8.2(2), the Purchased Assets, with such delivery to occur *in situ* wherever such Purchased Assets are located at the Closing Time;
- (3) the General Conveyance, duly executed by the Vendor;
- (4) the IP Assignment Agreement(s), duly executed by the Vendor;
- (5) the Trademark Use Termination Agreement, duly executed by the Vendor and Hudson's Bay;
- (6) the Intercompany IP Assignment Agreement(s), duly executed by the Vendor and the applicable assignor(s);
- (7) all consents to the assignment of the Assigned Contracts, to the extent obtained by the Vendor prior to the Closing; and
- (8) the Assignment and Assumption Agreement, duly executed by the Vendor.

7.3 The Purchaser's Closing Deliveries

At the Closing, the Purchaser shall deliver or cause to be delivered to the Vendor (or as otherwise indicated below), the following:

- (1) the aggregate Purchase Price, less the Deposit, in accordance with Section 3.1;
- (2) the General Conveyance, duly executed by the Purchaser;
- (3) the IP Assignment Agreement(s), duly executed by the Purchaser;

- (4) the Assignment and Assumption Agreement, duly executed by the Purchaser;
- (5) the Post-Closing Limited Trademark License Agreement(s), duly executed by the Purchaser; and
- (6) such other agreements, documents and instruments as may be reasonably required by the Vendor to complete the Transaction provided for in this Agreement, all of which shall be in form and substance satisfactory to the Parties, acting reasonably.

ARTICLE 8 CONDITIONS OF CLOSING

8.1 Mutual Conditions

The respective obligations of the Purchaser and the Vendor to consummate the Transactions are subject to the satisfaction of, or compliance with, at or prior to the Closing Time, each of the conditions listed below:

- (1) No Violation of Orders or Law. During the Interim Period, no Governmental Entity shall have enacted, issued or promulgated any final or non-appealable Order or Law which has the effect of: (i) making any of the Transactions illegal; or (ii) otherwise prohibiting, preventing or restraining the consummation of any of the Transaction.
- (2) Court Approval. The following conditions shall have been met:
 - (a) the Approval and Vesting Order: (i) shall have been issued by the Court in a form and substance reasonably satisfactory to the Purchaser and the Vendor; and (ii) shall not have been vacated, set aside or stayed or the object of any appeal, motion for leave to appeal or motion to stay execution, unless the Parties mutually agree in writing to consummate the Closing despite an ongoing appeal;
 - (b) the Assignment Order, to the extent required to effect the assignment to the Purchaser of any Assigned Contract: (i) shall have been issued by the Court in a form and substance reasonably satisfactory to the Purchaser and the Vendor; and (ii) shall not have been vacated, set aside or stayed or the object of any appeal, motion for leave to appeal or motion to stay execution, unless the Parties mutually agree in writing to consummate the Closing despite an ongoing appeal; and
 - (c) the Amended and Restated Initial Order, and the SISP Approval Order shall not have been vacated, set aside or stayed.

The Parties acknowledge that the foregoing conditions are for the mutual benefit of the Vendor and the Purchaser. Any condition in this Section 8.1 may be waived by the Vendor and by the Purchaser, in whole or in part, without prejudice to any of their respective rights of termination in the event of non-fulfillment of any other condition in whole or in part. Any such waiver will be binding on the Vendor or the Purchaser, as applicable, only if made in writing.

8.2 The Purchaser's Conditions

The Purchaser shall not be obligated to complete the Transactions, unless each of the conditions listed below in this Section 8.2 have been satisfied, it being understood that the said conditions are included

for the exclusive benefit of the Purchaser, and may be waived by the Purchaser in whole or in part, without prejudice to any of its rights of termination in the event of non-fulfillment of any other condition in whole or in part. Any such waiver shall be binding on the Purchaser only if made in writing, provided that if the Purchaser does not waive a condition(s) and completes the Closing, such condition(s) shall be deemed to have been waived by the Purchaser. The Vendor shall take all such actions, steps and proceedings as are reasonably within its control, subject to the CCAA and any Order of the Court, as may be necessary to ensure that the conditions listed below in this Section 8.2 are fulfilled at or before the Closing Time.

- (1) The Vendor's Deliverables. The Vendor shall have executed and delivered or caused to have been executed and delivered to the Purchaser or at the Closing all the documents contemplated in Section 7.2.
- (2) Transfer of Domain Names. The Vendor shall take all such actions as may be reasonably required to transfer ownership and registration of the Domain Names to the Purchaser at the Closing; provided, that the Purchaser shall be solely responsible for accepting the transfer of ownership and registration of the Domain Names from the Vendor to the Purchaser (including the filing of all documentation related thereto) and shall be solely liable for any and all costs and expenses associated therewith. Without limiting the generality of the foregoing, the Vendor shall deliver to the Purchaser at the Closing all account information including EPP codes, usernames, logins and passwords (as applicable) for the Domain Names, as well as execute and deliver all necessary paperwork, to transfer the Domain Names to the Purchaser; provided, further, that notwithstanding the foregoing or anything to the contrary in this Agreement, the Vendor shall take all commercially reasonable actions to transfer ownership and registration of the L&T Domain Names to the Purchaser at the Closing, but such transfer shall not be a condition to, or otherwise impact, the Closing.
- (3) No Breach of Representations and Warranties. Except as such representations and warranties may be affected by the occurrence of events or transactions specifically contemplated by this Agreement (including the Approval and Vesting Order), each of the representations and warranties contained in Section 4.1 shall be true and correct in all material respects (unless qualified by materiality, in which case the foregoing qualification shall not apply): (a) as of the Closing Date as if made on and as of such date; or (b) if made as of a date specified therein, as of such date.
- (4) No Breach of Covenants. The Vendor shall have performed in all material respects (unless qualified by materiality, in which case the foregoing qualification shall not apply) all covenants, obligations and agreements contained in this Agreement required to be performed by the Vendor on or before the Closing.

The Purchaser acknowledges and agrees that: (a) its obligations to consummate the Transaction is not conditioned or contingent in any way upon receipt of financing from a third party; and (b) failure to consummate the Transaction as a result of the failure to obtain financing shall constitute a breach of this Agreement by the Purchaser which will give rise, *inter alia*, to the Vendor's recourses for breach.

8.3 The Vendor's Conditions

The Vendor shall not be obligated to complete the Transaction unless each of the conditions listed below in this Section 8.3 have been satisfied, it being understood that the said conditions are included for the exclusive benefit of the Vendor, and may be waived by the Vendor in whole or in part, without prejudice to any of their rights of termination in the event of nonfulfillment of any other condition in whole or in part. Any such waiver shall be binding on the Vendor only if made in writing, provided that

if the Vendor does not waive a condition(s) and completes the Closing, such condition(s) shall be deemed to have been waived by the Vendor. The Purchaser shall take all such actions, steps and proceedings as are reasonably within the Purchaser's control as may be necessary to ensure that the conditions listed below in this Section 8.3 are fulfilled at or before the Closing Time.

- (1) The Purchaser's Deliverables. The Purchaser shall have executed and delivered or caused to have been executed and delivered to the Vendor or at the Closing all the documents contemplated in Section 7.3.
- (2) No Breach of Representations and Warranties. Except as such representations and warranties may be affected by the occurrence of events or transactions specifically contemplated by this Agreement (including the Approval and Vesting Order), each of the representations and warranties contained in Section 4.2 shall be true and correct in all material respects (unless qualified by materiality, in which case the foregoing qualification shall not apply): (a) as of the Closing Date as if made on and as of such date; or (b) if made as of a date specified therein, as of such date.
- (3) No Breach of Covenants. The Purchaser shall have performed in all material respects (unless qualified by materiality, in which case the foregoing qualification shall not apply) all covenants, obligations and agreements contained in this Agreement required to be performed by the Purchaser on or before the Closing.

8.4 Monitor's Certificate

When the conditions to the Closing set out in Sections 8.1, 8.2, and 8.3 have been satisfied and/or waived by the Vendor or the Purchaser, as applicable, the Vendor, the Purchaser or their respective counsel will each deliver to the Monitor confirmation in writing that all conditions of the Closing, as applicable, have been satisfied and/or waived and that the Parties are prepared for the Closing to occur (the "**Conditions Certificates**"). Upon receipt of the Conditions Certificates and the receipt of the entire Purchase Price, the Monitor shall: (a) issue forthwith its Monitor's Certificate concurrently to the Vendor and the Purchaser, at which time the Closing will be deemed to have occurred; and (b) file as soon as practicable a copy of the Monitor's Certificate with the Court (and shall provide a true copy of such filed certificate to the Vendor and the Purchaser). In the case of: (a) and (b) above, the Monitor will be relying exclusively on the Conditions Certificates without any obligation whatsoever to verify or inquire into the satisfaction or waiver of the applicable conditions, and the Monitor will have no liability to the Vendor or the Purchaser as a result of filing the Monitor's Certificate.

ARTICLE 9 TERMINATION

9.1 Grounds for Termination

This Agreement may be terminated on or prior to the Closing Date:

- (1) by the mutual agreement of the Vendor and the Purchaser, with the consent of the Monitor;
- (2) by either the Vendor or the Purchaser, upon the termination, dismissal or conversion of the CCAA Proceedings, provided that neither Party may terminate this Agreement pursuant to this Section 9.1(2) if the termination, dismissal or conversion of the CCAA Proceedings was caused by a breach of this Agreement by such Party;

- (3) by either the Vendor or the Purchaser, if the Court grants relief terminating the Stay Period (as defined in the Amended and Restated Initial Order) with regard to any Purchased Assets and any appeal periods relating thereto shall have expired;
- (4) by either the Vendor or the Purchaser, upon notice to the other Party if the Court declines at any time to grant the Approval and Vesting Order, provided that: (a) the reason for the Approval and Vesting Order not being approved by the Court is not due to any act, omission or breach of this Agreement by the Party proposing to terminate this Agreement; and (b) the Purchaser may not terminate this Agreement while any decision of the Court declining to grant the Approval and Vesting Order is under appeal by the Vendor;
- (5) by either the Vendor or the Purchaser, if a Governmental Entity issues a final, non-appealable Order permanently restraining, enjoining or otherwise prohibiting consummation of the Transaction where such Order was not requested, encouraged or supported by the terminating Party;
- (6) by either the Vendor or the Purchaser, at any time following the Outside Date, if the Closing has not occurred on or prior to 11:59 p.m. (Toronto time) on the Outside Date, provided that the reason for the Closing not having occurred is not due to (a) any act or omission, or breach of this Agreement, by the Party proposing to terminate this Agreement, or (b) any decision of the Court declining to grant the Approval and Vesting Order which remains under appeal by the Vendor.
- (7) by the Vendor, if there has been a material violation or breach by the Purchaser of any agreement, covenant, representation or warranty of the Purchaser in this Agreement which would prevent the satisfaction of, or compliance with, any condition set forth in Section 8.3, as applicable, by the Outside Date and such violation or breach has not been waived by the Vendor or cured by the Purchaser, within fifteen (15) Business Days of the Vendor providing notice to the Purchaser of such breach, unless the Vendor is itself in material breach of its own obligations under this Agreement at such time;
- (8) by the Purchaser, if there has been a material violation or breach by the Vendor of any agreement, covenant, representation or warranty of the Vendor in this Agreement which would prevent the satisfaction of, or compliance with, any conditions set forth in Section 8.2, as applicable, by the Outside Date and such violation or breach has not been waived by the Purchaser or cured by the Vendor within fifteen (15) Business Days of the Purchaser providing written notice to the Vendor of such breach, unless the Purchaser is itself in material breach of its own obligations under this Agreement at such time; or
- (9) by the Vendor, if the Purchaser fails to fund the Purchase Price on or prior to the date on which the Closing would have otherwise occurred.

The Party desiring to terminate this Agreement pursuant to this Section 9.1 (other than pursuant to Section 9.1(1)), shall give written notice of such termination to the other Party or Parties, as applicable, specifying in reasonable detail the basis for such Party's exercise of its termination rights.

9.2 Effect of Termination

- (1) If this Agreement is terminated pursuant to Section 9.1, all further obligations of the Parties under this Agreement will terminate and no Party will have any Liability or

further obligations to the other Party hereunder, except, subject to Section 9.2(2), as contemplated in Sections 3.1 (*Deposit*), 10.3 (*Expenses*), 10.4 (*Public Announcements*), 10.5 (*Notices*), 10.9 (*Waiver and Amendment*), 10.11 (*Remedies Cumulative*), 10.12 (*Governing Law*), 10.13 (*Dispute Resolution*), 10.14 (*Attornment*), 10.15 (*Successors and Assigns*), 10.16 (*Assignment*), 10.17 (*No Liability; Monitor Holding or Disposing Funds*), and 10.18 (*Third Party Beneficiaries*), which shall survive such termination.

- (2) Nothing in this Article 9 shall be deemed to release any Party from any liability for any breach by such Party of the terms and conditions of this Agreement or impair the right of any Party to compel specific performance by the other Party of its obligations under this Agreement. If the Agreement is terminated pursuant to Sections 9.1(7) or 9.1(9), the Deposit shall become the property of, and shall be transferred to, the Vendor as liquidated damages (and not as a penalty) to compensate the Vendor for the expenses incurred and opportunities foregone as a result of the failure to close the Transaction and the Vendor may pursue any Claims against the Purchaser related to the termination of this Agreement (including as contemplated by Section 10.11). To the extent subsection 182(1) of the ETA or section 318 of the QSTA applies to deem the Deposit forfeited or any other payment made pursuant to this Agreement to the Vendor to be inclusive of GST/HST or QST, the Purchaser shall pay to the Vendor an additional amount sufficient to ensure that the Vendor receives the same net aggregate amount had such deeming provision(s) not applied. If the Closing does not occur for any reason and the Agreement is terminated in accordance with its terms other than the Agreement having been terminated pursuant to Sections 9.1(7) or 9.1(9), the Deposit will be forthwith refunded in full to the Purchaser.

ARTICLE 10 GENERAL

10.1 Disclosed Personal Information

- (1) The Parties confirm that the Personal Information (as defined in the SISP Approval Order) disclosed to the Purchaser in connection with this Agreement (the “**Disclosed Personal Information**”) is necessary for the purposes of determining if the Purchaser shall proceed with the Transaction contemplated by this Agreement, or to complete such Transaction. Prior to the Closing, the Purchaser shall not use or disclose the Disclosed Personal Information for any purposes other than those related to determining if it shall proceed with the Transaction contemplated by this Agreement, the performance of this Agreement or the Ancillary Agreements, or the consummation of the Transaction contemplated by this Agreement. The Parties shall protect the confidentiality of all Disclosed Personal Information in a manner consistent with security safeguards appropriate to the sensitivity of the information. If the Transaction contemplated by this Agreement is not consummated for any reason, the Purchaser shall return all Disclosed Personal Information to the Vendor, or destroy it, within a reasonable time.
- (2) Following the consummation of the Transaction contemplated by this Agreement:
(a) the Purchaser shall not use or disclose the Disclosed Personal Information for any purposes other than those purposes for which the information was initially collected or for which additional consent was or is obtained, or as otherwise permitted or required by applicable Laws; (b) the Purchaser shall protect the confidentiality of all Disclosed Personal Information in a manner consistent with security safeguards appropriate to the sensitivity of the information; (c) the Purchaser shall give effect to any withdrawal

of consent with respect to the Disclosed Personal Information; and (d) to the extent required by Applicable Law, the Purchaser shall notify any of the individuals to whom the Disclosed Personal Information pertains of the completion of the transactions contemplated by this Agreement as well as the transfer of their Personal Information as a result thereof.

10.2 Survival

All representations, warranties, covenants and agreements of the Vendor or the Purchaser made in this Agreement or any other agreement, certificate or instrument delivered pursuant to this Agreement shall not survive the Closing except where, and only to the extent that, the terms of any such covenant or agreement expressly provide for rights, duties or obligations extending after the Closing, or as otherwise expressly provided in this Agreement.

10.3 Expenses

Except as otherwise set forth herein, or if otherwise agreed in writing upon amongst the Parties, each Party shall be responsible for its own costs and expenses (including any Taxes imposed on such expenses) incurred in connection with the negotiation, preparation, execution, delivery and performance of this Agreement, the Ancillary Agreements and the Transaction (including the fees and disbursements of legal counsel, bankers, agents, investment bankers, accountants, brokers and other advisers). For greater certainty, any fees, costs, and expenses incurred in connection with: (i) the transfer of ownership and registration of the Purchased Assets (including, for greater certainty, any transfer of ownership and registration required or contemplated by this Agreement or any Ancillary Agreement, which shall expressly include any and all expenses reasonably incurred by the Vendor or an Affiliate thereof in connection with transferring the Customer Data, including third party assistance, whether on or prior to the Closing Time); and (ii) the renewal of the Expiring Trademarks, shall be solely borne by the Purchaser.

10.4 Public Announcements

- (1) Either Party may make public disclosure and statements in respect of the Transaction with the prior written consent of the other Party and the Monitor, such consent not to be unreasonably withheld, provided that such public disclosure or statement shall be in form and substance acceptable to the other Party and the Monitor, acting reasonably. Notwithstanding the foregoing, nothing herein shall prevent a party from making a disclosure in respect of the Transaction to the extent required by Applicable Law, provided that if any disclosure is to reference a Party hereto, such Party will be provided notice of such requirement so that such Party may seek a protective order or other appropriate remedy.
- (2) Subject to the above, the Purchaser will agree to the existence and factual details of this Agreement and the Transaction generally being set out in any public disclosure made by the Vendor or the Purchaser including, without limitation, press releases and court materials, and to the filing of this Agreement with the Court in connection with the CCAA Proceedings, provided that the Parties may propose redactions for considerations as may be necessary to protect the commercial interests of the applicable Parties.

10.5 Notices

- (1) Mode of Giving Notice. Any notice, direction, certificate, consent, determination or other communication required or permitted to be given or made under this Agreement

shall be in writing and shall be effectively given and made if: (a) delivered personally; (b) sent by prepaid courier service; or (c) sent by e-mail, in each case, to the applicable address set out below.

(2) if to the Vendor, to:

c/o Hudson's Bay Company ULC Compagnie De La Baie D'Hudson SRI
401 Bay Street, Suite 500
Toronto, ON
M5H 2Y4

Attention: Thomas Obersteiner, General Counsel and Corporate Secretary
Email: thomas.obersteiner@hbc.com

with a copy to:

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

Attention: Jonah Mann/Ashley Taylor
Email: jmann@stikeman.com & ataylor@stikeman.com

(3) if to the Monitor, to:

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

Attention: Al Hutchens / Greg Karpel
E-mail: ahutchens@alvarezandmarsal.com & gkarpel@alvarezandmarsal.com

with a copy to:

Bennett Jones LLP
3400 - One First Canadian Place
P.O. Box 130
Toronto, Ontario M5X 1A4

Attention: Sean Zweig / Mike Shakra
E-mail: zweigs@bennettjones.com & shakram@bennettjones.com

(4) if to the Purchaser, to:

Canadian Tire Corporation, Limited
2180 Yonge Street
Toronto, ON M4P 2V8

Attention: Lisa Damiani, Executive Vice-President and Chief Legal Officer
E-mail: lisa.damiani@cantire.com

with a copy to:

Norton Rose Fulbright Canada LLP
3000 - 222 Bay Street,
P.O. Box 53,
Toronto Ontario M5K 1E7

Attention: Trevor Zeyl
E-mail: trevor.zeyl@nortonrosefulbright.com

- (5) Deemed Delivery of Notice. Any such communication so given or made shall be deemed to have been given or made and to have been received on the day of delivery if delivered, or on the day of e-mailing or sending by other means of recorded electronic communication, provided that such day in either event is a Business Day and the communication is so delivered, e-mailed or sent before 5:00 p.m. (Toronto time) on such day. Otherwise, such communication shall be deemed to have been given and made and to have been received on the next following Business Day.
- (6) Change of Address. Any Party may from time to time change its address under this Section 10.5 by notice to the other Parties given in the manner provided by this Section 10.5.

10.6 Time of Essence

Time shall be of the essence of this Agreement in all respects.

10.7 Further Assurances

The Vendor on the one hand, and the Purchaser on the other hand, shall, at the sole expense of the requesting Party, from time to time promptly execute and deliver or cause to be executed and delivered all such further documents and instruments and shall do or cause to be done all such further acts and things in connection with this Agreement that the other Parties may reasonably require as being necessary or desirable in order to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement or any provision hereof.

10.8 Entire Agreement

This Agreement and the deliverables delivered by the Parties in connection with the Transaction constitute the entire agreement between the Parties or any of them pertaining to the subject matter of this Agreement and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, with respect to the subject matter herein. There are no conditions, representations, warranties, obligations or other agreements between the Parties with respect to the subject matter of this Agreement (whether oral or written, express or implied, statutory or otherwise) except as explicitly set out in this Agreement.

10.9 Waiver and Amendment

Except as expressly provided in this Agreement, no amendment or waiver of this Agreement shall be binding unless: (a) executed in writing by the Vendor and the Purchaser (including by way of email); and (b) the Monitor shall have provided its prior consent. No waiver of any provision of this Agreement shall constitute a waiver of any other provision nor shall any waiver of any provision of this Agreement constitute a continuing waiver unless otherwise expressly provided.

10.10 Severability

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability and will be severed from the balance of this Agreement, all without affecting the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

10.11 Remedies Cumulative

The rights, remedies, powers and privileges herein provided to a Party are cumulative and in addition to and not exclusive of or in substitution for any rights, remedies, powers and privileges otherwise available to that Party, and the exercise by a Party of any one remedy will not preclude the exercise of any other remedy. Each of the Parties hereby: (A) waives any defenses in any Claim for specific performance, including the defense that a remedy at law would be adequate; (B) waives any requirement under any Law to post a bond or other security as a prerequisite to obtaining equitable relief; and (C) agrees not to assert that a remedy of specific performance or other equitable relief is unenforceable, invalid, contrary to law or inequitable for any reason, and not to assert that a remedy of monetary damages would provide an adequate remedy or that the parties otherwise have an adequate remedy at law. If any Party brings any Claim to enforce specifically the performance of the terms and provisions hereof by the other Party, the Outside Date shall be automatically extended for so long as the Party bringing such Claim is actively seeking a court order for an injunction or injunctions or to specifically enforce the terms and provisions of this Agreement plus five (5) Business Days. Neither the commencement of any Claim pursuant to this Section 10.11 nor anything else in this Section 10.11 shall restrict or limit a Party's right to terminate this Agreement in accordance with the terms of Article 9 or to pursue, before or after any termination, any other remedies under this Agreement that may be available then or thereafter, and nothing in this Section 10.11 or elsewhere in this Agreement shall require a Party to institute any proceedings for specific performance prior to or as a condition to exercising any other right or remedy (including the pursuit of damages).

10.12 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

10.13 Dispute Resolution

If any dispute arises with respect to the interpretation or enforcement of this Agreement, including as to what constitutes a breach or material breach of this Agreement for the purposes of Article 9 hereof, such dispute shall be determined by the Court within the CCAA Proceedings, or by such other Person or in such other manner as the Court may direct. The Parties irrevocably submit and attorn to the exclusive jurisdiction of the Court.

10.14 Attornment

Each Party agrees: (a) that any Action relating to this Agreement shall be brought in the Court, and for that purpose now irrevocably and unconditionally attorns and submits to the jurisdiction of the Court; (b) that it irrevocably waives any right to, and shall not, oppose any such Action in the Court on any jurisdictional basis, including *forum non conveniens*; and (c) not to oppose the enforcement against it in any other jurisdiction of any Order duly obtained from the Court as contemplated by this Section 10.14. Each Party agrees that service of process on such Party as provided in this Section 10.14 shall be deemed effective service of process on such Party.

10.15 Successors and Assigns

This Agreement shall enure to the benefit of, and be binding on, the Parties and their respective successors and permitted assigns.

10.16 Assignment

The Vendor may not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the Purchaser. Prior to the Closing, the Purchaser may assign, upon written notice to the Vendor and the Monitor, all or any portion of its rights and obligations under this Agreement to an Affiliate, provided that the Vendor and the Monitor are satisfied that such Affiliate is capable of making the same representations and warranties herein and completing the Transactions by the Outside Date. Any purported assignment or delegation in violation of this Section 10.16 is null and void. No assignment or delegation shall relieve the assigning or delegating party of any of its obligations hereunder, including (in the case of the Purchaser), the payment of the Purchase Price.

10.17 No Liability; Monitor Holding or Disposing Funds

Any obligation of or direction to the Monitor to disburse or hold funds or take any action shall be subject to the Approval and Vesting Order or other order of the Court in all respects. The Purchaser and the Vendor acknowledge and agree that the Monitor, acting in its capacity as the Monitor of the Vendor in the CCAA Proceedings, and the Monitor's Affiliates and their respective former and current directors, officers, employees, agents, advisors, lawyers and successors and assigns will have no Liability under or in connection with this Agreement, the Approval and Vesting Order or any other related Court orders whatsoever (including, without limitation, in connection with the receipt, holding or distribution of the Purchase Price (including the Deposit), whether in its capacity as Monitor, in its personal capacity or otherwise). If, at any time, there shall exist, in the sole and absolute discretion of the Monitor, any dispute between the Vendor on the one hand, and the Purchaser on the other hand, with respect to the holding or disposition of any portion of the Purchase Price (including the Deposit), or any other obligation of the Monitor hereunder in respect of the Purchase Price (including the Deposit), or if at any time the Monitor is unable to determine the proper disposition of any portion of the Purchase Price (including the Deposit), or its proper actions with respect to its obligations hereunder in respect of the Purchase Price (including the Deposit), then the Monitor may: (a) make a motion to the Court for direction with respect to such dispute or uncertainty and, to the extent required by law or otherwise at the sole and absolute discretion of the Monitor, pay the Purchase Price (including the Deposit) or any portion of thereof into the Court for holding and disposition in accordance with the instructions of the Court; or (b) hold the Purchase Price (including the Deposit) or any portion thereof and not make any disbursement thereof until: (i) the Monitor receives a written direction signed by both the Vendor and the Purchaser directing the Monitor to disburse, as the case may be, the Purchase Price (including the Deposit) or any portion thereof in the manner provided for in such direction; or (ii) the Monitor receives an Order from the Court, which is not stayed or subject to appeal and for which the applicable appeal period has expired, instructing it to disburse, as the case may be, the Purchase Price (including the Deposit) or any portion thereof in the manner provided for in the Order.

10.18 Third Party Beneficiaries

Except with respect to (a) the Monitor as provided in this Agreement (including without limitation, pursuant to Sections 4.3 and 10.17) and (b) Saks, for purposes of Section 5.8(2), this Agreement is for the sole benefit of the Parties, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

10.19 Use of Names

As promptly as practicable following the Closing, but in any event within forty-five (45) days following the Closing, the Vendor will deliver to the Purchaser duly adopted and executed amendments and other name change documents to the Vendor and the Applicants' respective organizational documents relative to the change of the Vendor and the Applicants' names to some other names which are dissimilar to, and cannot be confused with "Hudson's Bay Company", "Hudson's Bay", or "HBC" (along with all variations thereof) and which will be reasonably acceptable to the Purchaser.

10.20 Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. To evidence its execution of an original counterpart of this Agreement, a Party may send a copy of its original signature on the execution page hereof to the other Party by e-mail in pdf format or by other electronic transmission and such transmission shall constitute delivery of an executed copy of this Agreement to the receiving Party.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF the Parties have executed this Agreement as of the date first above written.

**THE BAY LIMITED PARTNERSHIP, by its
general partner, THE BAY HOLDINGS ULC**

By: 
Name: Liz Rodbell
Title: President & CEO, Hudson's Bay

I have authority to bind the corporation

CANADIAN TIRE CORPORATION, LIMITED

By: 
Name: Darryl Jenkins
Title: Executive Vice-President and Chief
Corporate Development Officer

I have authority to bind the corporation

By: 
Name: Darren Myers
Title: Executive Vice-President and Chief
Financial Officer

I have authority to bind the corporation

SCHEDULE "A"
FORM OF APPROVAL AND VESTING ORDER

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE MR.)	WEEKDAY, THE #
)	
JUSTICE OSBORNE)	DAY OF MONTH, 20YR

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.

APPROVAL AND VESTING ORDER

THIS MOTION, made by the 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. (the "**Applicants**") pursuant to the *Companies' Creditors Arrangement Act* (the "**CCAA**") for an order approving the sale transaction (the "**Transaction**") contemplated by an agreement of purchase and sale (the "**Sale Agreement**") between the [●] (the "**Vendor**") and Canadian Tire Corporation, Limited (the "**Purchaser**") dated [●], a copy which is attached to [●], and vesting in the Purchaser the Vendor's right, title and interest in and to the assets described in the Sale Agreement (the "**Purchased Assets**"), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Notice of Motion of the Applicants, the Affidavit of [●], the Report of Alvarez & Marsal Canada Inc., in its capacity as Monitor of the Applicants (the "**Monitor**") dated [●] (the "**Report**") and on hearing the submissions of counsel for the Applicants, the Monitor and the Purchaser and such other counsel as were present, no one else appearing and making submissions for any other person on the service list, although properly served as appears from

the affidavit of [●] sworn [●], filed.

SERVICE AND DEFINITIONS

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.
2. **THIS COURT ORDERS** that, unless otherwise indicated or defined herein, capitalized terms used in this Order shall have the meanings given to them in the Sale Agreement or the Amended and Restated Initial Order dated March 21, 2025 (the "**Initial Order**"), as applicable.

APPROVAL OF THE TRANSACTION

3. **THIS COURT ORDERS AND DECLARES** that the Transaction is hereby approved, and the execution of the Sale Agreement by the Vendor is hereby authorized and approved, with such minor amendments as the Vendor and the Purchaser may deem necessary or desirable. The Vendor and the Purchaser are hereby authorized to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser.
4. **THIS COURT ORDERS** that this Order shall constitute the only authorization required by the Applicants to proceed with the Transaction and that no shareholder, contractual, regulatory or other approval shall be required in connection therewith.

VESTING OF PURCHASED ASSETS

5. **THIS COURT ORDERS AND DECLARES** that upon the delivery of the Monitor's certificate to the Purchaser substantially in the form attached as **Schedule A** hereto (the "**Monitor's Certificate**"), all of the Vendor's right, title and interest in and to the Purchased Assets, as described in the Sale Agreement and listed on **Schedule B** hereto, shall vest absolutely in the Purchaser, free and clear of and from any and all encumbrances, ownership claims, security interests (whether contractual, statutory, or otherwise), prior claims, hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, rights of first negotiation, rights of first refusal and any other similar rights, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**")

including, without limiting the generality of the foregoing:

- (a) any encumbrances or charges created by the Initial Order, as amended and restated, or any other order of the Court in these proceedings.
- (b) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* applicable in each Canadian Province except Québec, the *Civil Code of Québec* in Québec or any other personal property registry system; and
- (c) any notice of security interest registered at the Canadian Intellectual Property Office (“**CIPO**”); and
- (d) those Claims listed on **Schedule C** hereto,

(all of which are collectively referred to as the "**Encumbrances**"), and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets, other than the Permitted Encumbrances as listed on **Schedule D** hereto, are hereby expunged and discharged as against the Purchased Assets.

- 6. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Monitor's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.
- 7. **THIS COURT ORDERS AND DIRECTS** the Monitor to transmit to the Vendor and the Purchaser and file with the Court a copy of the Monitor's Certificate, forthwith after delivery thereof.

TRANSFER AND DISCHARGE OF REGISTRATIONS

- 8. **THIS COURT ORDERS** that upon delivery of a copy of the Monitor's Certificate and a copy of this Order, together with any applicable registration fees, all governmental authorities and any other applicable registrar or government ministries or authorities exercising jurisdiction with

respect to the Applicants and/or the Purchased Assets (collectively, the “**Governmental Authorities**”) are hereby authorized and directed to accept delivery of a copy of the Monitor’s Certificate and a copy of this Order as though they were originals and to register such transfers, releases and discharges as may be required to give effect to the terms of this Order. Presentment of this Order and a copy of the Monitor’s Certificate shall be the sole and sufficient authority for any Governmental Authorities to make to complete any of the foregoing registrations in respect of any of the Purchased Assets.

9. **THIS COURT ORDERS**, without limiting paragraph 8 of this Order, upon presentation of a copy of this Order and of the Monitor’s Certificate:
- (a) the applicable registrar at CIPO is hereby directed to forthwith transfer to the Purchaser all of the Vendor’s right, title and interest in and to the trademark applications and registrations as well as any other intellectual property listed in **Schedule E** hereto, free and clear of and from any Claims and Encumbrances.
 - (b) the applicable registrars of the Personal Property Registries of each Canadian province except Québec, the *Régistre des droits personnels et réels mobilière* in Québec and CIPO, are hereby directed to forthwith cancel, discharge and expunge any registrations at such registries and offices, as the case may be, creating any Encumbrances as against any of the Purchased Assets.
10. **THIS COURT ORDERS** that the Monitor, the Applicants and the Purchaser shall each be authorized to take any steps as may be necessary or desirable, with any Governmental Authorities or otherwise, to effect the transfer of any rights, title and interest to the Purchased Assets and the discharge of any Claims or Encumbrances as against the Purchased Assets, in accordance with the terms of this Order.

VALIDITY OF THE TRANSACTION

11. **THIS COURT ORDERS** that, notwithstanding:
- (a) the pendency of these proceedings;
 - (b) any applications for a bankruptcy order or a receivership order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) (“**BIA**”) in respect of any of the Applicants and any bankruptcy order or

receivership order issued pursuant to any such applications;

- (c) any assignment in bankruptcy made in respect of any of the Applicants; and
- (d) any provision of federal or provincial legislation, the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy or receiver that may be appointed in respect of any of the Applicants and shall not be void or voidable by creditors of any of the Applicants, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

GENERAL

- 12. **THIS COURT ORDERS AND DECLARES** that this Order shall have full force and effect in all provinces and territories in Canada.
 - 13. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States or elsewhere to give effect to this Order and to assist the Monitor, the Applicants and the Purchaser and any of their agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Monitor, the Applicants and the Purchaser as may be necessary or desirable to give effect to this Order or to assist the in the carrying out the terms of this Order.
 - 14. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. (Toronto time) on the date of this Order without any need for filing or entry.
-

Schedule A – Form of Monitor’s Certificate

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

**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.

RECITALS

- A. Pursuant to an Order of the Honourable Mr. Justice Osborne of the Ontario Superior Court of Justice (the "**Court**") dated [●], Alvarez & Marsal Canada Inc. was appointed as the Monitor (the "**Monitor**") 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. (the "**Applicants**") pursuant to the *Companies’ Creditors Arrangement Act* (the "**CCAA**").
- B. Pursuant to an Order of the Court dated [●], the Court approved the agreement of purchase and sale made as of [●] (the "**Sale Agreement**") between the [●] (the "**Vendor**") and Canadian Tire Corporation, Limited (the "**Purchaser**") and provided for the vesting in the Purchaser of the Vendor’s right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Monitor to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in section [●] of the Sale Agreement have been satisfied or waived by the Vendor and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Monitor
- C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

THE MONITOR CERTIFIES the following:

1. The Purchaser has paid and the Monitor has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in section [●] of the Sale Agreement have been satisfied or waived by the Vendor and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Monitor
4. This Certificate was delivered by the Monitor at _____[TIME] on _____[DATE].

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

Per: _____

Name:

Title:

SCHEDULE "B"
ASSIGNED CONTRACTS

- The Intercompany IP Assignment Agreement(s).
- The Trademark Use Termination Agreement.
- The Pendleton Agreements.

SCHEDULE "C"
FORM OF INTERCOMPANY IP ASSIGNMENT AGREEMENT
INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "**Agreement**"), effective as of [●], 2025 (the "**Effective Date**") is made and entered into by and between [●], a [●] formed under the laws of [●], having its principal place of business located at [●] ("**Assignor**") and The Bay Limited Partnership, a limited partnership formed under the laws of the Province of Ontario, having its principal place of business located at 401 Bay Street, Suite 500, Toronto, Ontario, M5H 2Y4, Canada ("**Assignee**"). Assignor and Assignee are collectively referred to herein as the "**Parties**" and individually as a "**Party**".

WHEREAS, Assignor is the owner of the Intellectual Property set forth in Exhibit A, Exhibit B, Exhibit C, Exhibit D and Exhibit E hereto, as applicable (the "**Intellectual Property**");

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to accept from Assignor, the Intellectual Property, along with any and all rights and goodwill associated therewith; and

AND WHEREAS, Assignee has entered into an Asset Purchase Agreement on [●], 2025 (the "**Asset Purchase Agreement**"), pursuant to which Assignee has agreed to sell to the Purchaser (as defined in the Asset Purchase Agreement) all of the right, title and interest in and to the Intellectual Property.

NOW, THEREFORE, pursuant to the Asset Purchase Agreement and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Intellectual Property.** Intellectual Property shall include all rights, title and interests in and to the Intellectual Property as well as all renewals, extensions, continuations, divisionals, or reissues of any of the Intellectual Property, the right to secure any registration or application thereon anywhere around the world in Assignee's name or otherwise, the right to collect royalties, income and proceeds, and all rights of action accrued and to accrue under and by virtue thereof, including, without limitation, the right to sue and recover for past, present and future infringement and misappropriation, dilution or other violation with respect to the Intellectual Property, and recover damage, profits, proceeds, and all other remedies associated therewith.
2. **Assignment.** Assignor hereby assigns, sells, conveys, transfers and delivers to Assignee, and Assignee hereby accepts and assumes from Assignor, all rights, title and interests in and to the Intellectual Property as well as all renewals, extensions, continuations, divisionals, or reissues of any of the Intellectual Property, the right to secure any registration or application thereon anywhere around the world in Assignee's name or otherwise, the right to collect royalties, income and proceeds, and all rights of action accrued and to accrue under and by virtue thereof, including, without limitation, the right to sue and recover for past, present and future infringement and misappropriation, dilution or other violation with respect to the Intellectual Property, and recover damage, profits, proceeds, and all other remedies associated therewith.
3. **Recordation.** Assignor will take all appropriate steps and assist Assignee in effecting the transfer of the Intellectual Property at the applicable domain name registrar and governmental intellectual property office, as applicable. To the extent applicable, Assignor hereby authorizes and requests the domain name registrar(s) and governmental intellectual property office(s) throughout the world whose duty it is to register and record ownership in intellectual property

registrations and applications, to record this assignment, as to the assigned Intellectual Property.

4. **Domain Names.** To the extent applicable, Assignor shall provide to Assignee all EPP codes, usernames and passwords for the domain names set forth on Exhibit D (if any), as well as execute and deliver all necessary paperwork, to transfer such domain names to Assignee.
5. **Severability.** Should any provision or provisions of this Agreement be held by an arbitrator or a court of competent jurisdiction to be illegal, invalid or unenforceable, such provision or provisions may be modified by such court or arbitration panel in compliance with the law and, as modified, enforced. All other terms and conditions of this Agreement shall remain in full force and effect and shall be construed in accordance with the modified provision or provisions, as if such illegal, invalid or unenforceable provision or provisions had not been contained herein.
6. **Successors and Assigns.** This Agreement will be binding upon and enforceable against Assignor and its successors and assigns and will inure to the benefit of and be enforceable by Assignee and its successors and assigns.
7. **Governing Law.** This Agreement will be governed by, and construed and enforced in accordance with, the laws of the Province of Ontario, and the Federal laws of Canada, without regard to its principles of conflicts of laws.

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

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed and delivered as of the date first written above.

[●]

By: _____
Name: [●]
Title: [●]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed and delivered as of the date first written above.

**THE BAY LIMITED PARTNERSHIP, by its
general partner, THE BAY HOLDINGS ULC**

By: _____
Name: [●]
Title: [●]

Exhibit A

Trademarks and Trademark Applications

Trademarks

Country	Trademark	Image	Application/ Registration No.	Applicant/ Registrant
[●]	[●]	[●]	[●]	[●]

Trademark Applications

Country	Trademark	Image	Application/ Registration No.	Applicant/ Registrant
[●]	[●]	[●]	[●]	[●]

Exhibit B
Design Patent

Country	Owner	Design Number	Registration Date	Design
[●]	[●]	[●]	[●]	[●]

Exhibit C

Registered Copyright

Jurisdiction	Owner	Registration Number	Title
[•]	[•]	[•]	[•]

Exhibit D

Domain Names

No.	Domain Name	Registrant Organization	Paid Date	Through
1.	[●]	[●]	[●]	

SCHEDULE "D" FORM OF IP ASSIGNMENT AGREEMENT

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "**Agreement**"), effective as of [●], 2025 (the "**Effective Date**") is made and entered into by and between The Bay Limited Partnership, a limited partnership formed under the laws of the Province of Ontario, having its principal place of business located at 401 Bay Street, Suite 500, Toronto, Ontario, M5H 2Y4, Canada ("**Assignor**") and [●], a [●] formed under the laws of the Province of [●], having its principal place of business located at [●] ("**Assignee**"). Assignor and Assignee are collectively referred to herein as the "**Parties**" and individually as a "**Party**".

WHEREAS, Assignor is the owner of the Purchased IP (as defined in the Asset Purchase Agreement), including but not limited to, the Intellectual Property set forth in Exhibit A, Exhibit B, Exhibit C, Exhibit D and Exhibit E hereto;

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to accept from Assignor, the Intellectual Property, along with any and all rights and goodwill associated therewith; and

AND WHEREAS, the Parties have entered into an Asset Purchase Agreement on [●], 2025 (the "**Asset Purchase Agreement**"), pursuant to which Assignee has agreed to acquire a number of assets from Assignor, including all of the right, title and interest in and to the Intellectual Property.

NOW, THEREFORE, pursuant to the Asset Purchase Agreement and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

8. **Intellectual Property.** Intellectual Property shall include: (i) all trademarks, service marks, trade dress, logos, trade names, and corporate names, together with all goodwill associated therewith owned by Assignor, as set forth in Exhibit A (the "**Trademarks**"), (ii) the design patent as set forth in Exhibit B (the "**Design Patent**"); (iii) all works of authorship (whether copyrightable or not) and all copyrights (whether registered or unregistered) related to the Trademarks and owned by Assignor including the registered copyright set forth in Exhibit C (the "**Copyright**"), (iv) domain names, uniform resource locators, social media user account names, and other names and locators associated with the Internet, owned by Assignor, as set forth in Exhibit D (the "**Domain Names**"), and (v) any and all other rights owned or held by or otherwise bestowed upon Assignor anywhere in the world relating to the "heraldry" and the exclusive use thereof, as set forth in Exhibit E (the "**Heraldry**"); all of the foregoing set forth in (i) – (v) inclusive of all registrations, applications, or reservations in or related to such Intellectual Property. Notwithstanding anything to the contrary contained herein or in Exhibits A, B, C, D or E, Art, Artifacts and Archives (as defined in the Asset Purchase Agreement) and all intellectual property or intellectual property rights therein shall not constitute Intellectual Property, Trademarks, Design Patent, Copyright, Domain Names or Heraldry and shall constitute Excluded Assets (as defined in the Asset Purchase Agreement).
9. **Assignment.** Subject to Section 1 above, Assignor hereby assigns, sells, conveys, transfers and delivers to Assignee, and Assignee hereby accepts and assumes from Assignor, all rights, title and interests in and to the Intellectual Property, including, without limitation: (i) the Trademarks; (ii) the Design Patent; (iii) the Copyright; (iv) the Domain Names; and (v) the Heraldry, including any and all goodwill associated therewith, as well as all renewals, extensions, continuations, divisionals, or reissues of any of the Intellectual Property, the right to secure any registration or application thereon anywhere around the world in Assignee's

name or otherwise, the right to collect royalties, income and proceeds, and all rights of action accrued and to accrue under and by virtue thereof, including, without limitation, the right to sue and recover for past, present and future infringement and misappropriation, dilution or other violation with respect to the Intellectual Property, and recover damage, profits, proceeds, and all other remedies associated therewith.

10. **Recordation.** Assignor will take all appropriate steps and assist Assignee in effecting the transfer of the Intellectual Property at the applicable domain name registrar and governmental intellectual property office. Assignor hereby authorizes and requests the domain name registrar(s) and governmental intellectual property office(s) throughout the world whose duty it is to register and record ownership in intellectual property registrations and applications, to record this assignment, as to the assigned Intellectual Property.
11. **Domain Names.** Assignor shall provide to Assignee all EPP codes, usernames and passwords for the Domain Names, as well as execute and deliver all necessary paperwork, to transfer the Domain Names to Assignee.
12. **Severability.** Should any provision or provisions of this Agreement be held by an arbitrator or a court of competent jurisdiction to be illegal, invalid or unenforceable, such provision or provisions may be modified by such court or arbitration panel in compliance with the law and, as modified, enforced. All other terms and conditions of this Agreement shall remain in full force and effect and shall be construed in accordance with the modified provision or provisions, as if such illegal, invalid or unenforceable provision or provisions had not been contained herein.
13. **Asset Purchase Agreement.** Notwithstanding anything contained herein to the contrary, in the event of any conflict or inconsistency between the terms of this Agreement and the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall govern.
14. **Successors and Assigns.** This Agreement will be binding upon and enforceable against Assignor and its successors and assigns and will inure to the benefit of and be enforceable by Assignee and its successors and assigns.
15. **Governing Law.** This Agreement will be governed by, and construed and enforced in accordance with, the laws of the Province of Ontario, and the Federal laws of Canada, without regard to its principles of conflicts of laws.

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

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed and delivered as of the date first written above.

**THE BAY LIMITED PARTNERSHIP, by its
general partner, THE BAY HOLDINGS ULC**

By: _____
Name: [●]
Title: [●]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed and delivered as of the date first written above.

CANADIAN TIRE CORPORATION, LIMITED

By: _____
Name:
Title:

Exhibit A

Trademarks

Country	Trademark	Image	Application/ Registration No.	Applicant/ Registrant
[●]	[●]	[●]	[●]	[●]

Exhibit B
Design Patent

Country	Design Patent	Image	Application/ Registration No.	Applicant/ Registrant
[●]	[●]	[●]	[●]	[●]

Exhibit C

Registered Copyright

[●]

Exhibit D

Domain Names

No.	Domain Name	Registrant Organization	Paid Through Date
[●]	[●]	[●]	[●]

Social Media Accounts

[●]

Exhibit E

Heraldry

【●】

SCHEDULE “E”
EXPIRING TRADEMARKS

Mark (Profile Name)	Design	Name of Owner	Registration No.	Application No.	Notes
DUOMATIC		The Bay Limited Partnership	TMA238073	419600	Renewal Deadline: Dec 7, 2024 Final Expiration Date: June 7, 2025
LEGACY		The Bay Limited Partnership	TMA238660	423133	Renewal Deadline: December 21, 2024 Final Expiration Date: June 21, 2025

SCHEDULE "F"
FORM OF POST-CLOSING LIMITED TRADEMARK LICENSE AGREEMENT
POST-CLOSING LIMITED TRADEMARK LICENSE AGREEMENT

THIS TRADEMARK LICENSE AGREEMENT (the "**Agreement**") shall be effective [●], 2025 (the "**Effective Date**").

BETWEEN:

[●], a corporation incorporated pursuant to the laws of ●, having its head office at [●].

("Licensor")

AND:

[●], a corporation incorporated pursuant to the laws of [●], having its head office at [●].

("Licensee")

(collectively, the "**Parties**")

WHEREAS Licensor is the owner of all rights, title and interest to the trademarks listed in Schedule "A" hereto (the "**Trademarks**"), as well as any and all goodwill associated therewith, in association with the services listed therein;

AND WHEREAS Licensor desires to grant to Licensee, and Licensee wishes to obtain, a license to use the Trademarks in Canada in association with the applicable services solely for the purpose of winding down the operations of the retail stores identified in Schedule "B" hereto (the "**Retail Stores**") in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein (the receipt and adequacy of which are acknowledged), Licensor and Licensee agree as follows:

1. GRANT OF LICENSE AND FEE

- (a) Subject to the terms of this Agreement, Licensor hereby grants to Licensee, and Licensee hereby accepts, a personal, non-exclusive, non-transferable, non-sublicensable and royalty-free license to use the Trademarks in Canada solely and exclusively in association with winding down the operations of the Retail Stores during the Term (as defined below). For greater certainty, the license granted hereunder shall not be expanded to use of the Trademarks on any goods and shall not be used in connection with any services other than the winding down of operations of the Retail Stores.
- (b) Any rights not expressly granted to Licensee in this Agreement are specifically reserved by and for Licensor. Licensee acknowledges and agrees that, except to the extent expressly

provided in this Section 1, neither Licensee nor any of its affiliates shall have any rights in or to the Trademarks.

- (c) Licensee acknowledges and agrees that the Trademarks are licensed on an “as is” basis and that Licensors makes no representation or warranty in connection with the Trademarks, including that the use of the Trademarks will not infringe the rights of any third party.

2. USE OF THE TRADEMARKS

- (a) Licensee shall only use the Trademarks solely and exclusively in association with winding down the operations of the Retail Stores in a manner consistent with at least the same high standards as to the character and quality of that such services were offered immediately prior to the Effective Date.
- (b) In the event that Licensors, in its sole discretion acting reasonably, wishes to change the standards referred to above, it shall give Licensee thirty (30) days’ notice of same.
- (c) Licensors or its authorized agents shall have the right upon reasonable prior notice to inspect the use of the Trademarks and any relevant documents pertaining to such use in order to determine whether Licensee has complied with the terms hereof. On Licensors’ written request, Licensee shall provide samples of the manner in which it has used the Trademarks.

3. OWNERSHIP AND VALIDITY OF THE TRADEMARKS

- (a) Licensee acknowledges the validity, and Licensors’ ownership, of the Trademarks and agrees that any and all goodwill, rights or interests that might be acquired by the use of the Trademarks by Licensee shall inure to the sole benefit of Licensors.
- (b) Licensee shall, when requested by Licensors, do all things and execute all documents deemed desirable by Licensors for preserving the validity of any registration relating to the Trademarks or for ensuring the title of Licensors thereto.
- (c) Licensee shall (at Licensors’ expense) supply Licensors with such information as Licensors may reasonably request in writing in order for Licensors to acquire, maintain and renew registrations of the Trademarks, or for any purpose reasonably related to Licensors’ maintenance and protection of the Trademarks.
- (d) Licensee shall use the Trademarks only in a manner that protects and preserves Licensors’ rights and title in and to the Trademarks in Canada.
- (e) Licensee agrees that it shall not, throughout the Term (as defined below) of this Agreement and thereafter, directly or indirectly, contest in any manner whatsoever or aid in contesting the validity or ownership of any of the Trademarks or do anything whatsoever which might affect or prejudice the rights of Licensors in and to any of the Trademarks or the goodwill attaching thereto.
- (f) Licensee shall not use, adopt, register or apply for registration of any trademark, logo, trade name, corporate name, business name, domain name, social media handle or account, or website address that incorporates the Trademarks or any portion or feature thereof, or that may be confusingly similar thereto.
- (g) If Licensee has knowledge or becomes aware that the Trademarks are being infringed, such knowledge shall be promptly conveyed to the Licensors. Licensors may, but shall not be obliged

to, enter suit to prevent infringement or further infringement and to prosecute the suit. Licensee agrees to provide such reasonable assistance as may be required by Licensor for the purpose of such suit. Subject to the terms of an order of a court of competent jurisdiction, the costs of the suit shall be borne by Licensor and Licensor shall be solely entitled to the recovery of any damages or settlement monies.

4. **TERM AND TERMINATION**

- (a) Subject to this Section 4, the license granted pursuant to this Agreement shall commence as of the Effective Date and end upon the earlier of (i) the date Licensee has ceased to use such Trademark(s) (as signage or otherwise) in association with the Retail Stores, and (ii) August 31, 2025 (the “**Term**”).
- (b) Licensor may terminate this Agreement before the Term in the following circumstances:
 - (i) If Licensee becomes insolvent or unable to pay its debts as they generally become due, makes an assignment for the benefit of its creditors or is petitioned into bankruptcy, or if a receiver or trustee in bankruptcy is appointed; or
 - (ii) In the event of a material breach of this Agreement by Licensee, and Licensee fails to cure such breach within thirty (30) days of its receipt of notice of same.
- (c) Upon the termination or expiration of this Agreement, Licensee shall immediately cease to use the Trademarks or any name or marks similar to the Trademarks, directly or indirectly, in any manner whatsoever.

5. **GENERAL PROVISIONS**

- (a) **Amendment; Waiver.** This Agreement shall not be amended or modified unless such amendment or modification is unanimously agreed to in writing by all of the Parties, and each Party shall execute a written instrument giving effect to such amendment or modification. No waiver of any provision of this Agreement shall constitute a waiver of any other provision nor shall any waiver of any provision of this Agreement constitute a continuing waiver unless otherwise expressly provided.
- (b) **Assignment.** Licensee may not assign this Agreement without the prior written consent of Licensor, which consent may not be unreasonably withheld. Any attempt to assign this Agreement without such written consent shall be void *ab initio*. Licensor may assign this Agreement at any time without restrictions.
- (c) **Invalidity of Provisions.** Each provision contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof.
- (d) **Further Assurances.** Each of the Parties shall use reasonable efforts to take all such steps, prepare and/or execute all such documents and do all such acts and things as may be reasonably within its power to implement the provisions of this Agreement to their full extent.
- (e) **Enurement.** This Agreement shall enure to the benefit of and be binding upon the Parties and their respective successors.

- (f) **Notices.** Any notice, consent or approval required or permitted to be given in connection with this Agreement shall be in writing and shall be sufficiently given if delivered (whether in person, by courier service or other personal method of delivery), or if transmitted by facsimile or e-mail:

in the case of a Notice to the Licenser at:

Attention: [●]
E-mail: [●]

in the case of a Notice to the Licensee at:

Attention: [●]
E-mail: [●]

- (g) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and each Party irrevocably attorns to the non-exclusive jurisdiction of the courts of the Province of Ontario with respect to any matter arising out of this Agreement.
- (h) **Counterparts.** This Agreement may be executed in as many counterparts as may be necessary. Each such counterpart, when executed, will be deemed to be an original and such counterparts together will constitute one and the same instrument and notwithstanding the date of execution will be deemed to bear the date as of the day and year first above written.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties, by their respective officers duly authorized on their behalf, have caused this Agreement to be executed.

【●】

By: _____
Name:
Title:

【●】

By: _____
Name:
Title:

SCHEDULE “A”

Trademarks

Trademark	App. No.	Reg. No.	Services
[●]	[●]	[●]	[●]
[●]	[●]	[●]	[●]
[●]	[●]	[●]	[●]
[●]	[●]	[●]	[●]
[●]	[●]	[●]	[●]

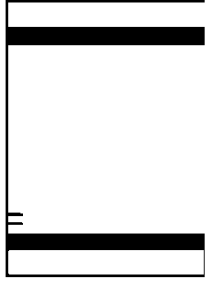

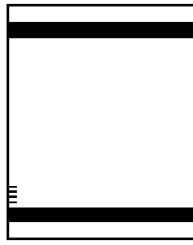

SCHEDULE "B"


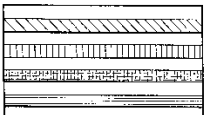




Retail Store Locations




[●]



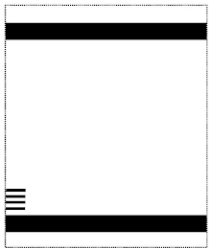

SCHEDULE "G"
PURCHASED ASSETS






Stripes and Hudson Bay Trademarks




Country	Trademark	Image	Application/ Registration No.	Applicant/ Registrant
Canada	"HUDSON'S BAY 1670"		172388 / UCA9963	The Bay Limited Partnership
Canada	HUDSONS BAY "POINT"		119793 / TMDA36211	The Bay Limited Partnership
Canada	BLACK BAND & DESIGN		155227 / TMDA52989	The Bay Limited Partnership
Canada	BLACK BAND & DESIGN		155230 / TMDA52992	The Bay Limited Partnership
Canada	BLACK BAND & DESIGN		155231 / TMDA52993	The Bay Limited Partnership
Canada	COUVERTURES A POINTS DE LA BAIE D'HUDSON		420374 / TMA247456	The Bay Limited Partnership
Canada	HUDSON'S BAY COMPANY & DESIGN		423563 / TMA262029	The Bay Limited Partnership

Country	Trademark	Image	Application/ Registration No.	Applicant/ Registrant
Canada	HUDSON'S BAY "POINT" BLANKETS & DESIGN		502787 / TMDA19576	The Bay Limited Partnership
Canada	STRIPES DESIGN		596402 / TMA368102	The Bay Limited Partnership
Canada	EIGHT POINT DESIGN		671654 / TMA402305	The Bay Limited Partnership
Canada	SIX POINT DESIGN		671655 / TMA402306	The Bay Limited Partnership
Canada	"POINT"		993235 / NFLD3235	The Bay Limited Partnership
Canada	HUDSON'S BAY POINT BLANKET		1150499 / TMA610671	The Bay Limited Partnership
Canada	POINT BLANKET		1168356 / TMA611031	The Bay Limited Partnership
Canada	Hudson's Bay Co.		1571233 / TMA899464	The Bay Limited Partnership
Canada	HUDSON'S BAY CO. Colour Claim: Colour is claimed as a feature of the trade-mark. The coloured horizontal		1575797 / TMA899461	The Bay Limited Partnership




Country	Trademark	Image	Application/ Registration No.	Applicant/ Registrant
	stripes in order from top to bottom are green, red, yellow, blue.			
Canada	1670 Design		1612900 / TMA1044215	The Bay Limited Partnership
Canada	<p>STRENGTH IN STRIPES HBC FOUNDATION Design</p> <p>Colour Claim: Colour is claimed as a feature of the trade-mark. The words STRENGTH IN STRIPES HBC FOUNDATION are in black. The stripe design to the left of the words includes the following coloured stripes (from top to bottom); green, ivory, red, ivory, yellow, ivory, blue.</p>		1727643 / TMA1067235	The Bay Limited Partnership
Canada	<p>UN AVENIR EN COULEURS FONDATION HBC Design</p> <p>Colour Claim: Colour is claimed as a feature of the trade-mark. The words UN AVENIR EN COULEURS FONDATION HBC are in black. The stripe design to the left of the words includes the following coloured stripes (from top to bottom); green, ivory, red, ivory, yellow, ivory, blue.</p>		1727650 / TMA1067234	The Bay Limited Partnership






Country	Trademark	Image	Application/ Registration No.	Applicant/ Registrant
Canada	1670		1899922 / TMA1146257	The Bay Limited Partnership
Canada	HBC STRIPES		1933198 / TMA1110936	The Bay Limited Partnership
Canada	STRIPES Design Colour Claim: Colour is claimed as a feature of the trade-mark. The stripes are in the primary colours green, red, yellow and blue, from top to bottom, against a white background.		1934853 / TMA1119180	The Bay Limited Partnership
Canada	HB STRIPES		2272349	The Bay Limited Partnership
China (People's Republic)	MISC DESIGN (GREEN, RED, YELLOW AND BLACK HORIZONTAL STRIPES)		68912470	The Bay Limited Partnership
United States of America	1670		87024237	The Bay Limited Partnership
United States of America	4-POINT BLANKET DESIGN		97824056	The Bay Limited Partnership
United Kingdom	BLACK BAND & DESIGN		507467	The Bay Limited Partnership




Country	Trademark	Image	Application/ Registration No.	Applicant/ Registrant
United Kingdom	BLACK BAND & DESIGN		507468	The Bay Limited Partnership
United Kingdom	BLACK BAND & DESIGN		507464	The Bay Limited Partnership
United Kingdom	BLACK BAND & DESIGN		499615	The Bay Limited Partnership
European Union (Community)	CLUB OFFERS & DESIGN		17537044	The Bay Limited Partnership
United Kingdom	CLUB OFFERS & DESIGN		917537044	The Bay Limited Partnership
United States of America	HUDSONS BAY "POINT"		71205007	The Bay Limited Partnership






Country	Trademark	Image	Application/ Registration No.	Applicant/ Registrant
United States of America	MISC DESIGN (GREEN, RED, YELLOW AND BLACK HORIZONTAL STRIPES)		97202181	The Bay Limited Partnership
United States of America	MISC DESIGN (GREEN, RED, YELLOW AND BLACK HORIZONTAL STRIPES)		77043406	The Bay Limited Partnership
United States of America	MISC DESIGN (GREEN, RED, YELLOW AND BLACK HORIZONTAL STRIPES)		77975088	The Bay Limited Partnership
China (People's Republic)	MISC DESIGN (GREEN, RED, YELLOW AND BLACK HORIZONTAL STRIPES)		5850673	The Bay Limited Partnership
China (People's Republic)	MISC DESIGN (GREEN, RED, YELLOW AND BLACK HORIZONTAL STRIPES)		5850677	The Bay Limited Partnership
China (People's Republic)	MISC DESIGN (GREEN, RED, YELLOW AND BLACK HORIZONTAL STRIPES)		5850671	The Bay Limited Partnership





Country	Trademark	Image	Application/ Registration No.	Applicant/ Registrant
China (People's Republic)	MISC DESIGN (GREEN, RED, YELLOW AND BLACK HORIZONTAL STRIPES)		5850676	The Bay Limited Partnership
China (People's Republic)	MISC DESIGN (GREEN, RED, YELLOW AND BLACK HORIZONTAL STRIPES)		5850675	The Bay Limited Partnership
China (People's Republic)	MISC DESIGN (GREEN, RED, YELLOW AND BLACK HORIZONTAL STRIPES)		5850674	The Bay Limited Partnership
China (People's Republic)	MISC DESIGN (GREEN, RED, YELLOW AND BLACK HORIZONTAL STRIPES)		5850679	The Bay Limited Partnership
China (People's Republic)	MISC DESIGN (GREEN, RED, YELLOW AND BLACK HORIZONTAL STRIPES)		5850678	The Bay Limited Partnership
Japan	MISC DESIGN (GREEN, RED, YELLOW AND BLACK		2015031451	The Governor and Company of Adventurers of England trading into Hudson's Bay

Country	Trademark	Image	Application/ Registration No.	Applicant/ Registrant
	HORIZONTAL STRIPES)			commonly called Hudson's Bay Company
United States of America	POINT		71278731	The Bay Limited Partnership
United Kingdom	POINT		494037	The Bay Limited Partnership
United Kingdom	POINT		494036	The Bay Limited Partnership
European Union (Community)	STRIPES DESIGN		15148349	The Bay Limited Partnership
United Kingdom	STRIPES DESIGN		915148349	The Bay Limited Partnership
Canada	HUDSON'S BAY COMPANY, TWO STAGS AND SHIELD DESIGN	 HUDSON'S BAY COMPANY,	49561 / TMDA9553	The Bay Limited Partnership
Canada	ROYAL CHARTER		169141 / UCA8031	The Bay Limited Partnership
Canada	HUDSON'S BAY ROYAL CHARTER		171783 / UCA8860	The Bay Limited Partnership
Canada	"THE BAY"		185336 / UCA21400	The Bay Limited Partnership
Canada	"BAYCREST"		198842 / UCA29284	The Bay Limited Partnership







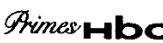
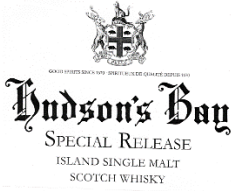
Country	Trademark	Image	Application/ Registration No.	Applicant/ Registrant
Canada	HUDSON'S BAY BEST PROCURABLE & DESIGN	 The logo features a crest at the top with a crown and two lions. Below it, the text reads: "The Empress and Company of Hudson's Bay & England's Trading with the Indians 1713-1869". The main text is "HUDSON'S BAY Best Procurable SCOTCH WHISKY". At the bottom, it says "Hudson's Bay Company EDINBURGH, SCOTLAND. OFFICE 1181-1867".	224636 / UCA50102	The Bay Limited Partnership
Canada	HUDSON'S BAY FOB & DESIGN	 The logo features a crest at the top with a crown and two lions. Below it, the text reads: "HUDSON'S BAY FOB RYE WHISKY". At the bottom, it says "Hudson's Bay Company EDINBURGH, SCOTLAND. OFFICE 1181-1867".	247348 / TMA113405	The Bay Limited Partnership
Canada	H B C		266361 / TMA126931	The Bay Limited Partnership
Canada	LA BAIE DESIGN	 The logo features the text "la Baie" in a stylized font, with a large, ornate "B" that incorporates a floral or leaf-like design.	290680 / TMA144962	The Bay Limited Partnership
Canada	BAYMART		333453 / TMA190911	The Bay Limited Partnership
Canada	HUDSON'S BAY CENTRE		379822 / TMA210130	The Bay Limited Partnership
Canada	THE BAY		427267 / TMA257114	The Bay Limited Partnership
Canada	THE BAY & DESIGN	 The logo features the text "the Bay" in a stylized font, with a large, ornate "B" that incorporates a floral or leaf-like design.	427268 / TMA256603	The Bay Limited Partnership
Canada	HUDSON'S BAY COMPANY & DESIGN	 The logo features a circular seal with a crest in the center. The text around the seal reads: "HUDSON'S BAY COMPANY INCORPORATED 1869". Below the seal, it says "The Seal of Quality Le sceau de qualité".	434240 / TMA248086	The Bay Limited Partnership

Country	Trademark	Image	Application/ Registration No.	Applicant/ Registrant
Canada	HUDSON'S BAY COMPANY & DESIGN		434241 / TMA242822	The Bay Limited Partnership
Canada	THE BAY		440871 / TMA325413	The Bay Limited Partnership
Canada	LA BAIE		441768 / TMA325614	The Bay Limited Partnership
Canada	LA BAIE DESIGN		441769 / TMA325414	The Bay Limited Partnership
Canada	THE BAY DESIGN		441770 / TMA328458	The Bay Limited Partnership
Canada	HUDSON ROOM		458227 / TMA256777	The Bay Limited Partnership
Canada	IT'S HARD NOT TO THINK OF THE BAY		480508 / TMA274466	The Bay Limited Partnership
Canada	BAYSPORT		502622 / TMA291166	The Bay Limited Partnership
Canada	THE BAY		526047 / TMA306724	The Bay Limited Partnership
Canada	THE BAY		543816 / TMA351761	The Bay Limited Partnership
Canada	LA BAIE		543817 / TMA350310	The Bay Limited Partnership
Canada	THE BAY		549877 / TMA325357	The Bay Limited Partnership
Canada	BAY OPTICAL		564073 / TMA337204	The Bay Limited Partnership














Country	Trademark	Image	Application/ Registration No.	Applicant/ Registrant
Canada	THE BAY FINANCIAL GROUP & DESIGN		567531 / TMA371955	The Bay Limited Partnership
Canada	THE BAY FINANCIAL GROUP		567532 / TMA349173	The Bay Limited Partnership
Canada	THE BAY FINANCIAL GROUP DESIGN		590916 / TMA370226	The Bay Limited Partnership
Canada	BAY FLOWERS		592763 / TMA362073	The Bay Limited Partnership
Canada	HUDSON'S BAY WHOLESALE		597306 / TMA355544	The Bay Limited Partnership
Canada	BACKYARD AT THE BAY		600114 / TMA359033	The Bay Limited Partnership
Canada	HUDSON'S BAY COMPANY & DESIGN		607175 / TMA419694	The Bay Limited Partnership
Canada	MARKET SQUARE HUDSON'S BAY COMPANY & DESIGN		614463 / TMA443526	The Bay Limited Partnership
Canada	LA BAIE & DESSIN		616791 / TMA366995	The Bay Limited Partnership





Country	Trademark	Image	Application/ Registration No.	Applicant/ Registrant
Canada	THE BAY & DESIGN		616792 / TMA367904	The Bay Limited Partnership
Canada	COAT OF ARMS DESIGN		616793 / TMA371470	The Bay Limited Partnership
Canada	LA BAIE		616795 / TMA366996	The Bay Limited Partnership
Canada	HUDSON'S BAY		616796 / TMA366997	The Bay Limited Partnership
Canada	LA BAIE D'HUDSON		616797 / TMA366998	The Bay Limited Partnership
Canada	THE BAY		616798 / TMA366999	The Bay Limited Partnership
Canada	HUDSON'S BAY COMPANY		616799 / TMA367000	The Bay Limited Partnership
Canada	COMPAGNIE DE LA BAIE D'HUDSON		616800 / TMA367001	The Bay Limited Partnership
Canada	COAT OF ARMS & DESIGN		640560 / TMA443417	The Bay Limited Partnership
Canada	HUDSON'S BAY CENTRE & DESIGN		671626 / TMA400818	The Bay Limited Partnership
Canada	HUDSON'S BAY		671652 / TMA401655	The Bay Limited Partnership

Country	Trademark	Image	Application/ Registration No.	Applicant/ Registrant
Canada	HUDSON'S BAY COMPANY & DESIGN		671660 / TMA431353	The Bay Limited Partnership
Canada	B DESIGN		720658 / TMA435653	The Bay Limited Partnership
Canada	LA BELLE ET LA BAIE		721704 / TMA425818	The Bay Limited Partnership
Canada	BAYCREST & DESIGN		762378 / TMA451907	The Bay Limited Partnership
Canada	THE BAY AT YOUR SERVICE		774270 / TMA455531	The Bay Limited Partnership
Canada	HUDSON'S BAY COMPANY CUSTOM SHOP		781818 / TMA467882	The Bay Limited Partnership
Canada	THE BAY CUSTOM SHOP		781845 / TMA466938	The Bay Limited Partnership
Canada	THE BAY FLORAL		785245 / TMA465839	The Bay Limited Partnership
Canada	hbc.com		1074206 / TMA574977	The Bay Limited Partnership
Canada	hbc.com & Design		1074207 / TMA575539	The Bay Limited Partnership
Canada	HBC		1087392 / TMA606933	The Bay Limited Partnership
Canada	HBC PRIMES		1096156 / TMA572647	The Bay Limited Partnership
Canada	HBC REWARDS		1096157 / TMA572649	The Bay Limited Partnership




Country	Trademark	Image	Application/ Registration No.	Applicant/ Registrant
Canada	HBC LOGISTICS		1108644 / TMA572944	The Bay Limited Partnership
Canada	HBC.com & Design		1135502 / TMA577783	The Bay Limited Partnership
Canada	Hbc Design		1160904 / TMA700883	The Bay Limited Partnership
Canada	HBC Design		1160905 / TMA667557	The Bay Limited Partnership
Canada	HUDSON'S BAY COMPANY & Design		1161252 / TMA667459	The Bay Limited Partnership
Canada	COMPAGNIE DE LA BAIE D'HUDSON & Design		1161253 / TMA667885	The Bay Limited Partnership
Canada	Hbc Rewards DESIGN		1169846 / TMA609870	The Bay Limited Partnership
Canada	Primes Hbc DESIGN		1169848 / TMA595910	The Bay Limited Partnership
Canada	HBC SIGNATURE		1209980 / TMA685147	The Bay Limited Partnership
Canada	HUDSON'S BAY SPECIAL RELEASE & Design		1228744 / TMA691810	The Bay Limited Partnership

Country	Trademark	Image	Application/ Registration No.	Applicant/ Registrant
Canada	Hbc & Design		1234694 / TMA667354	The Bay Limited Partnership
Canada	HBC AVANTEM		1250980 / TMA721927	The Bay Limited Partnership
Canada	HBC Design		1294596 / TMA705572	The Bay Limited Partnership
Canada	HBC Design (Colour)		1294597 / TMA705573	The Bay Limited Partnership
Canada	PRIMES HBC		1319189 / TMA701974	The Bay Limited Partnership
Canada	BAY VALUE		1340853 / TMA765295	The Bay Limited Partnership
Canada	HUDSON'S BAY COMPANY		1450718 / TMA879619	The Bay Limited Partnership
Canada	HUDSON'S BAY CO.		1571235 / TMA899463	The Bay Limited Partnership
Canada	HUDSON'S BAY COMPANY TRADING POST		1593695 / TMA1004487	The Bay Limited Partnership
Canada	Logo	HUDSON'S BAY	1605242 / TMA1010317	The Bay Limited Partnership
Canada	Logo	HUDSON'S BAY	1605243 / TMA1010342	The Bay Limited Partnership
Canada	Logo		1605247 / TMA1010341	The Bay Limited Partnership
Canada	Logo		1605248 / TMA1010343	The Bay Limited Partnership

Country	Trademark	Image	Application/ Registration No.	Applicant/ Registrant
Canada	1670 Design		1612899 / TMA938306	The Bay Limited Partnership
Canada	Rewards Logo		1615326 / TMA876509	The Bay Limited Partnership
Canada	Primes Logo		1615327 / TMA876712	The Bay Limited Partnership
Canada	Rewards Plus Logo		1615328 / TMA876720	The Bay Limited Partnership
Canada	Primes Plus Logo		1615329 / TMA876709	The Bay Limited Partnership
Canada	Rewards VIP Logo		1615330 / TMA876710	The Bay Limited Partnership
Canada	Primes VIP Logo		1615331 / TMA876711	The Bay Limited Partnership
Canada	French Logo		1621801 / TMA1050873	The Bay Limited Partnership
Canada	French Logo		1621803 / TMA889519	The Bay Limited Partnership
Canada	HBC Collection Primes Logo		1653213 / TMA895858	The Bay Limited Partnership
Canada	HBC Rewards Collection Logo		1653214 / TMA895859	The Bay Limited Partnership
Canada	Hudson's Bay Entrepôt Logo		1686737 / TMA1001197	The Bay Limited Partnership
Canada	Hudson's Bay Outlet Logo		1686738 / TMA1001196	The Bay Limited Partnership
Canada	YORK FACTORY BY HUDSON'S BAY		1921726 / TMA1127695	The Bay Limited Partnership
Canada	BAY DAYS		2263590	The Bay Limited Partnership

Country	Trademark	Image	Application/ Registration No.	Applicant/ Registrant
Canada	EVERYDAY BY THE BAY		2207669	The Bay Limited Partnership
Canada	EVERYDAY PAR LA BAIE		2207668	The Bay Limited Partnership
Canada	HB STRIPES		2272349	The Bay Limited Partnership
European Union (Community)	CREST LOGO		16752552	The Bay Limited Partnership
United Kingdom	CREST LOGO		916752552	The Bay Limited Partnership
United States of America	HBC		77982548	The Bay Limited Partnership
European Union (Community)	HBC		16684979	The Bay Limited Partnership
European Union (Community)	HBC		005591789	The Bay Limited Partnership
European Union (Community)	HBC		005592027	The Bay Limited Partnership
United Kingdom	HBC		916684979	The Bay Limited Partnership
United Kingdom	HBC		905591789	The Bay Limited Partnership
United Kingdom	HBC		905592027	The Bay Limited Partnership
United States of America	HUDSON'S BAY		73081813	The Bay Limited Partnership
Benelux	HUDSON'S BAY		1332432	The Bay Limited Partnership
European Union (Community)	HUDSON'S BAY		15445679	The Bay Limited Partnership

Country	Trademark	Image	Application/ Registration No.	Applicant/ Registrant
United Kingdom	HUDSON'S BAY		2452186	The Bay Limited Partnership
European Union (Community)	HUDSON'S BAY		003743614	The Bay Limited Partnership
United Kingdom	HUDSON'S BAY		915445679	The Bay Limited Partnership
United Kingdom	HUDSON'S BAY		903743614	The Bay Limited Partnership
United States of America	HUDSONS BAY "POINT"		71205007	The Bay Limited Partnership
United States of America	HUDSON'S BAY COMPANY		77978408	The Bay Limited Partnership
United States of America	HUDSON'S BAY COMPANY		77027056	The Bay Limited Partnership
United Kingdom	HUDSON'S BAY COMPANY		2452185	The Bay Limited Partnership
European Union (Community)	HUDSON'S BAY COMPANY		003743622	The Bay Limited Partnership
China (People's Republic)	HUDSON'S BAY COMPANY		5850685	The Bay Limited Partnership
China (People's Republic)	HUDSON'S BAY COMPANY		5850688	The Bay Limited Partnership
China (People's Republic)	HUDSON'S BAY COMPANY		5850687	The Bay Limited Partnership
China (People's Republic)	HUDSON'S BAY COMPANY		5850689	The Bay Limited Partnership
China (People's Republic)	HUDSON'S BAY COMPANY		5850670	The Bay Limited Partnership
China (People's Republic)	HUDSON'S BAY COMPANY		5850684	The Bay Limited Partnership
China (People's Republic)	HUDSON'S BAY COMPANY		5850686	The Bay Limited Partnership
China (People's Republic)	HUDSON'S BAY COMPANY		5850698	The Bay Limited Partnership
United Kingdom	HUDSON'S BAY COMPANY		903743622	The Bay Limited Partnership

Country	Trademark	Image	Application/ Registration No.	Applicant/ Registrant
United Kingdom	HUDSON'S BAY COMPANY INCORPORATED 1670 & DESIGN		1115940	The Bay Limited Partnership
United Kingdom	HUDSON'S BAY COMPANY INCORPORATED 1670 & DESIGN		1115941	The Bay Limited Partnership
Switzerland	HUDSON'S BAY COMPANY INCORPORATED 1670 THE SEAL OF QUALITY LE SCEAU DE QUALITE & DESIGN		01551/1979	The Governor and Company of Adventurers of England trading into Hudson's Bay commonly called Hudson's Bay Company

Stripes and Hudson Bay Registered Copyright

Jurisdiction	Owner	Registration Number	Title
Canada	Hudson's Bay Company ULC	436474	NORTHERN SPIRIT LOGO

Stripes and Hudson Bay Domain Names

No.	Domain Name	Registrant Organization	Paid Through Date
2	1670.ca	The Bay Limited Partnership	2025-05-17
3	achatshbc.ca	The Bay Limited Partnership	2025-05-11
4	achatshbc.com	The Bay Limited Partnership	2025-06-15
5	agencehbc.ca	The Bay Limited Partnership	2025-08-24
7	associehbc.ca	The Bay Limited Partnership	2025-09-14
8	associehbc.com	The Bay Limited Partnership	2025-09-14
9	assurancesbaie.ca	The Bay Limited Partnership	2025-08-24
10	assuranceshbc.ca	The Bay Limited Partnership	2025-09-01
11	assuranceshbc.com	The Bay Limited Partnership	2025-08-24


13	baiedhudsoncredit.com	The Bay Limited Partnership	2025-12-16
14	baiehudson.com	The Bay Limited Partnership	2025-09-08
15	bay.ca	The Bay Limited Partnership	2025-07-03
16	baydirect.net	The Bay Limited Partnership	2025-12-15
17	bayfinancial.net	The Bay Limited Partnership	2026-01-18
18	baygiftregistry.ca	The Bay Limited Partnership	2025-12-01
19	baygiftregistry.com	The Bay Limited Partnership	2026-02-16
20	bayinsurance.ca	The Bay Limited Partnership	2025-09-01
32	career-hbc.com	Saks & Company LLC	2025-09-20
33	careers-hbc.com	Saks & Company LLC	2025-09-19
34	careersathudsonsbay.com	The Bay Limited Partnership	2025-06-17
35	careershbc.com	The Bay Limited Partnership	2025-10-30
36	cartecadeaubhc.ca	The Bay Limited Partnership	2026-04-14
37	cartecadeauhbc.ca	The Bay Limited Partnership	2025-04-28
38	cartecadeauhbc.com	The Bay Limited Partnership	2026-04-14
39	catalogueprimeshbc.ca	The Bay Limited Partnership	2025-06-09
40	catalogueprimeshbc.com	The Bay Limited Partnership	2025-06-09
44	compagniebaiehudson.ca	The Bay Limited Partnership	2025-12-01
45	compagniebaiehudson.com	The Bay Limited Partnership	2025-09-08
46	connectionsdbc.ca	The Bay Limited Partnership	2025-06-14
47	connectionsdbc.com	The Bay Limited Partnership	2025-06-15
48	connexionhbc.ca	The Bay Limited Partnership	2025-06-14
49	connexionhbc.com	The Bay Limited Partnership	2025-06-15
50	corphbc.com	The Bay Limited Partnership	2025-09-11
51	countryofadventurers.ca	The Bay Limited Partnership	2025-06-25
52	courrielhbc.ca	The Bay Limited Partnership	2025-12-16
53	courrielhbc.com	The Bay Limited Partnership	2025-05-08
54	credithbc.ca	The Bay Limited Partnership	2026-01-28
55	credithbc.com	The Bay Limited Partnership	2025-12-18
72	hbc-career.com	Saks & Company LLC	2025-12-04
73	hbc-careers.com	Saks & Company LLC	2025-10-08
74	hbc-interviews.com	Saks & Company LLC	2025-10-08
75	hbc-staging.net	The Bay Limited Partnership	2025-12-07
76	hbc.app	The Bay Limited Partnership	2025-05-05
77	hbc.ca	The Bay Limited Partnership	2025-08-05
78	hbc.com	The Bay Limited Partnership	2026-03-06
80	hbc.io	The Bay Limited Partnership	2025-11-24
81	hbc.sucks	The Bay Limited Partnership	2025-06-21
82	hbc1670.ca	The Bay Limited Partnership	2025-05-28
83	hbc1670.com	The Bay Limited Partnership	2025-05-28
84	hbcadventurers.ca	The Bay Limited Partnership	2025-06-25
85	hbcadventurers.com	HBC-Simon, LLC	2025-06-25
86	hbcagency.ca	The Bay Limited Partnership	2025-09-01
87	hbc alumni.ca	The Bay Limited Partnership	2025-07-15
88	hbc alumni.com	The Bay Limited Partnership	2025-07-15
89	hbcassociate.ca	The Bay Limited Partnership	2025-06-23

90	hbcassociate.com	The Bay Limited Partnership	2025-06-23
91	hbcbay.ca	The Bay Limited Partnership	2026-02-25
92	hbcbay.com	The Bay Limited Partnership	2026-02-25
93	hbcbiz.com	The Bay Limited Partnership	2025-05-23
94	hbccards.com	The Bay Limited Partnership	2025-05-01
95	hbccatalog.ca	The Bay Limited Partnership	2025-08-21
96	hbccatalogue.ca	The Bay Limited Partnership	2025-08-21
97	hbccconnections.ca	The Bay Limited Partnership	2025-06-14
98	hbccconnections.com	The Bay Limited Partnership	2025-06-15
99	hbccconnexion.ca	The Bay Limited Partnership	2025-06-14
100	hbccconnexion.com	The Bay Limited Partnership	2025-06-15
101	hbccorporatesales.ca	The Bay Limited Partnership	2025-07-24
102	hbccorporatesales.com	The Bay Limited Partnership	2025-12-02
103	hbccredit.ca	The Bay Limited Partnership	2025-10-29
104	hbccustomsolutions.ca	The Bay Limited Partnership	2025-08-18
105	hbcdeals.ca	The Bay Limited Partnership	2025-10-29
106	hbcdirect.ca	The Bay Limited Partnership	2025-12-01
107	hbcdirect.com	The Bay Limited Partnership	2025-12-15
108	hbcdirect.net	The Bay Limited Partnership	2025-12-15
109	hbcdns.com	The Bay Limited Partnership	2026-03-07
110	hbcemail.ca	The Bay Limited Partnership	2025-12-16
111	hbcemail.com	The Bay Limited Partnership	2025-05-08
112	hbceowa.com	The Bay Limited Partnership	2026-02-20
113	hbcfacts.ca	The Bay Limited Partnership	2026-02-06
114	hbcfacts.com	The Bay Limited Partnership	2026-02-06
115	hbcfinancial.ca	The Bay Limited Partnership	2026-03-13
116	hbcfinancial.net	The Bay Limited Partnership	2026-01-18
117	hbcfinancialservices.ca	The Bay Limited Partnership	2025-05-14
118	hbcfinancialservices.com	The Bay Limited Partnership	2025-05-06
119	hbcfinancialservices.net	The Bay Limited Partnership	2025-05-06
120	hbcflowers.ca	The Bay Limited Partnership	2025-11-06
123	hbcgiftcard.ca	The Bay Limited Partnership	2026-04-14
124	hbcgiftcard.com	The Bay Limited Partnership	2026-04-14
125	hbcgifts.com	The Bay Limited Partnership	2025-12-10
126	hbcheritage.ca	The Bay Limited Partnership	2025-11-28
127	hbcheritage.com	The Bay Limited Partnership	2025-11-28
130	hbchomeoutfitters.ca	The Bay Limited Partnership	2026-02-25
131	hbchomeoutfitters.com	The Bay Limited Partnership	2026-02-25
132	hbchrteam.com	The Bay Limited Partnership	2026-01-13
133	hbcincentives.ca	The Bay Limited Partnership	2025-07-23
134	hbcinsurance.ca	The Bay Limited Partnership	2025-09-01
135	hbcinsurance.com	The Bay Limited Partnership	2025-08-24
136	hbcinternal.com	The Bay Limited Partnership	2025-12-01
137	hbcjouerpourgagner.com	The Bay Limited Partnership	2026-03-14
138	hbclogistics.com	The Bay Limited Partnership	2025-10-24
139	hbcloyalty.ca	The Bay Limited Partnership	2025-10-24



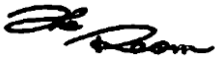
140	hbcloyalty.com	The Bay Limited Partnership	2025-10-24
141	hbcmortgages.ca	The Bay Limited Partnership	2025-10-04
142	hbcmortgages.com	The Bay Limited Partnership	2025-10-04
143	hbc.col.com	The Bay Limited Partnership	2025-10-24
144	hbcolympics.ca	The Bay Limited Partnership	2026-04-05
145	hbconline.ca	The Bay Limited Partnership	2026-03-06
146	hbcountryofadventurers.ca	The Bay Limited Partnership	2025-08-31
147	hbcountryofadventurers.com	HBC-Simon, LLC	2025-08-31
148	hbcpi.com	Hudson's Bay Company	
149	hbcprimes.ca	The Bay Limited Partnership	2026-01-11
150	hbcprimes.com	The Bay Limited Partnership	2026-01-10
151	hbcprimes.net	The Bay Limited Partnership	2026-01-10
152	hbcrewards.ca	The Bay Limited Partnership	2026-01-08
153	hbcrewards.com	The Bay Limited Partnership	2026-01-08
154	hbcrewards.net	The Bay Limited Partnership	2026-01-08
155	hbcrewardscatalogue.ca	The Bay Limited Partnership	2025-06-09
156	hbcrewardscatalogue.com	The Bay Limited Partnership	2025-06-09
157	hbcrewardstravel.ca	The Bay Limited Partnership	2025-05-03
158	hbcrewardstravel.com	The Bay Limited Partnership	2025-05-03
159	hbcsauvelanoce.ca	The Bay Limited Partnership	2025-04-19
160	hbcsauvelanoce.com	The Bay Limited Partnership	2025-04-19
161	hbcsauvezlanoce.ca	The Bay Limited Partnership	2025-04-19
162	hbcsauvezlanoce.com	The Bay Limited Partnership	2025-04-19
163	hbcsavethedate.ca	The Bay Limited Partnership	2025-04-19
164	hbcsavethedate.com	The Bay Limited Partnership	2025-04-19
165	hbcservices.ca	The Bay Limited Partnership	2025-10-04
166	hbcshops.com	The Bay Limited Partnership	2025-06-15
167	hbcsignature.com	The Bay Limited Partnership	2025-05-14
168	hbcs pintowin.com	The Bay Limited Partnership	2026-03-14
169	hbcu.ca	The Bay Limited Partnership	2026-04-11
170	hbcuniversity.com	The Bay Limited Partnership	2026-01-15
171	hbcvolunteers.com	The Bay Limited Partnership	2025-05-26
180	hudsonbaycompanyinsurance.ca	The Bay Limited Partnership	2025-09-01
181	hudsonbayhome.com	HBC-Simon, LLC	2026-03-15
182	hudsonsbay.at	HBC-Simon, LLC	2025-05-17
183	hudsonsbay.be	HBC-Simon, LLC	2025-05-17
184	hudsonsbay.com	The Bay Limited Partnership	2025-07-31
185	hudsonsbay.fashion	The Bay Limited Partnership	2026-04-10
186	hudsonsbay.fr	Yeast BV	2025-05-17
187	hudsonsbay.io	The Bay Limited Partnership	2025-09-08
188	hudsonsbay.pl	HBC-Simon, LLC	2025-05-17
189	hudsonsbaycompany.at	HBC-Simon, LLC	2025-05-17
190	hudsonsbaycompany.be	HBC-Simon, LLC	2025-05-17
191	hudsonsbaycompany.ca	The Bay Limited Partnership	2025-12-01
192	hudsonsbaycompany.com	The Bay Limited Partnership	2025-07-31
193	hudsonsbaycompany.fr	Yeast BV	2025-05-17



194	hudsonsbaycompany.pl	HBC-Simon, LLC	2025-05-17
195	hudsonsbaycompany.sucks	The Bay Limited Partnership	2025-06-21
196	hudsonsbaycredit.com	The Bay Limited Partnership	2025-12-16
197	hudsonsbayfinancial.com	The Bay Limited Partnership	2026-01-18
198	hudsonsbayfinancial.net	The Bay Limited Partnership	2026-01-18
200	hudsonsbaygiftcards.com	The Bay Limited Partnership	2025-12-13
201	hudsonsbayhome.ca	The Bay Limited Partnership	2026-02-24
202	hudsonsbayhome.com	HBC-Simon, LLC	2026-02-24
203	hudsonsbaytradingcompany.ca	The Bay Limited Partnership	2025-07-18
204	hudsonsbaytradingcompany.com	The Bay Limited Partnership	2025-07-18
205	hudsonsbaywedding.ca	The Bay Limited Partnership	2025-10-15
206	hudsonsbaywedding.com	The Bay Limited Partnership	2025-10-15
207	hudsonsbayweddings.ca	The Bay Limited Partnership	2025-10-15
208	hudsonsbayweddings.com	The Bay Limited Partnership	2025-10-15
210	job-hbc.com	Saks & Company LLC	2025-10-03
215	la-baie.ca	The Bay Limited Partnership	2026-04-15
216	labaie.com	The Bay Limited Partnership	2025-11-19
226	myhbcbenefits.com	Saks.com LLC	2025-07-02
227	patrimoinehbc.ca	The Bay Limited Partnership	2026-03-04
228	patrimoinehbc.com	The Bay Limited Partnership	2026-03-04
230	primeshbc.ca	The Bay Limited Partnership	2026-01-30
231	primeshbc.com	The Bay Limited Partnership	2026-01-26
232	primeshbc.net	The Bay Limited Partnership	2026-01-26
233	recruit-hbc.com	Saks & Company LLC	2025-12-06
236	restaurantslabaie.com	The Bay Limited Partnership	2025-05-25
242	servicesfinanciershbc.ca	The Bay Limited Partnership	2026-02-26
243	servicesfinanciershbc.com	The Bay Limited Partnership	2026-02-26
244	shophbc.ca	The Bay Limited Partnership	2025-05-11
245	sondagehbc.com	The Bay Limited Partnership	2026-04-07
249	the-bay.com	The Bay Limited Partnership	2025-11-16
250	thebay.ca	The Bay Limited Partnership	2025-08-19
251	thebay.com	The Bay Limited Partnership	2025-05-22
252	thebay.sucks	The Bay Limited Partnership	2025-06-21
253	thebayfinancial.com	The Bay Limited Partnership	2026-01-18
254	thebayfinancial.net	The Bay Limited Partnership	2026-01-18
255	thebayrestaurants.com	The Bay Limited Partnership	2025-06-07
258	thehudsonsbay.ca	The Bay Limited Partnership	2026-04-15
259	tresyou.ca	The Bay Limited Partnership	2025-05-20
260	ucbh.ca	The Bay Limited Partnership	2026-04-11
261	uhbc.ca	The Bay Limited Partnership	2026-01-24




Stripes and Hudson Bay Design Patent

Country	Owner	Design Number	Registration Date	Design
European Union	Hudson's Bay Company	000198155-0001	06-Jul-2004	

Other Trademarks


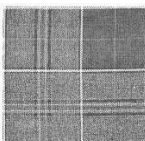
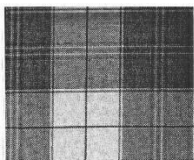
Country	Trademark	Image	Application/ Registration No.	Applicant/ Registrant
Canada	SUREFLIGHT DOT & DESIGN		159490 / TMDA55589	The Bay Limited Partnership
Canada	"ARCADIAN COURT"		189171 / UCA22877	The Bay Limited Partnership
Canada	HUNT CLUB		195809 / UCA27584	The Bay Limited Partnership
Canada	HERITAGE		240209 / TMA108753	The Bay Limited Partnership
Canada	MEDALLION		250780 / TMA116013	The Bay Limited Partnership
Canada	HALL OF FAME		263492 / TMA124743	The Bay Limited Partnership
Canada	PATIOS FOR LEISURE LIVING		279085 / TMA136213	The Bay Limited Partnership
Canada	THE ST. REGIS ROOM DESIGN		331735 / TMA175966	The Bay Limited Partnership
Canada	MAPLE LEAF HOUSE		370815 / TMA222716	The Bay Limited Partnership
Canada	THE ROOM DESIGN		423064 / TMA240109	The Bay Limited Partnership
Canada	SPORT KING		426459 / TMA240149	The Bay Limited Partnership
Canada	ALGONQUIN		427490 / TMA241945	The Bay Limited Partnership
Canada	ALL PRO		432583 / TMA243279	The Bay Limited Partnership



Country	Trademark	Image	Application/ Registration No.	Applicant/ Registrant
Canada	K-GRO		433375 / TMA248316	The Bay Limited Partnership
Canada	TRANSITIONS		437701 / TMA251884	The Bay Limited Partnership
Canada	BEAUMARK		442218 / TMA257276	The Bay Limited Partnership
Canada	SENTIMENTS		445247 / TMA256335	The Bay Limited Partnership
Canada	TOTAL GUARD		448734 / TMA251557	The Bay Limited Partnership
Canada	BEAUMARK APPLIANCES		450675 / TMA257620	The Bay Limited Partnership
Canada	BEAU MARK & DESIGN		450676 / TMA256434	The Bay Limited Partnership
Canada	TEMPEST		457385 / TMA258313	The Bay Limited Partnership
Canada	HURRICANE		457386 / TMA261718	The Bay Limited Partnership
Canada	DEMANDEZ-NOUS N'IMPORTE QUOI...OU PRESQUE		483411 / TMA273267	The Bay Limited Partnership
Canada	F.O.B.		521273 / TMA300043	The Bay Limited Partnership
Canada	WORKCENTRE		539694 / TMA336082	The Bay Limited Partnership
Canada	L'ATELIER		539695 / TMA336083	The Bay Limited Partnership
Canada	YOUNG STREET		549067 / TMA323097	The Bay Limited Partnership
Canada	SHEARVALUES & DESIGN		549203 / TMA335883	The Bay Limited Partnership

Country	Trademark	Image	Application/ Registration No.	Applicant/ Registrant
Canada	HOME STUDIO & DESIGN		561601 / TMA331943	The Bay Limited Partnership
Canada	HOME STUDIO		561607 / TMA360420	The Bay Limited Partnership
Canada	HOME STUDIO & DESIGN		563638 / TMA346817	The Bay Limited Partnership
Canada	HOME STUDIO		563639 / TMA348409	The Bay Limited Partnership
Canada	COLLECTIONS		566275 / TMA348063	The Bay Limited Partnership
Canada	PRINCIPLES		573275 / TMA333668	The Bay Limited Partnership
Canada	CHARITY BEAR		583193 / TMA356927	The Bay Limited Partnership
Canada	THE OFFICIAL CHRISTMAS SALE		589120 / TMA355530	The Bay Limited Partnership
Canada	THE OFFICIAL CHRISTMAS BOOK OF GIFT IDEAS		589122 / TMA356131	The Bay Limited Partnership
Canada	HOME COMING		610247 / TMA362341	The Bay Limited Partnership
Canada	CHRISTMAS STREET		641514 / TMA381987	The Bay Limited Partnership
Canada	NORDIC FLEECE		680148 / TMA399952	The Bay Limited Partnership
Canada	ELECTRIC KIDS		684945 / TMA428049	The Bay Limited Partnership
Canada	VS PROGRAMME D'ENTREPRISE VISIONSELECT CORPORATE PROGRAM VISION SELECT PROGRAM & DESIGN		689083 / TMA436076	The Bay Limited Partnership




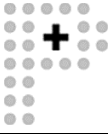
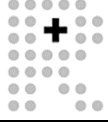


Country	Trademark	Image	Application/ Registration No.	Applicant/ Registrant
Canada	LITTLE WISHES & DESIGN		703012 / TMA443443	The Bay Limited Partnership
Canada	EXPRESSION FOR MEN		704491 / TMA447923	The Bay Limited Partnership
Canada	1ST AUTO & DESIGN		729713 / TMA443910	The Bay Limited Partnership
Canada	1ST AUTO		729717 / TMA449307	The Bay Limited Partnership
Canada	OFFICIAL TEAM WORLD		740833 / TMA439890	The Bay Limited Partnership
Canada	H.E.R. SPORT		741591 / TMA439904	The Bay Limited Partnership
Canada	VERSAILLES		746983 / TMA462265	The Bay Limited Partnership
Canada	NAVIGATOR		753039 / TMA441120	The Bay Limited Partnership
Canada	LOCKER SHOP		756451 / TMA448623	The Bay Limited Partnership
Canada	ESSENTIAL NEEDS		758560 / TMA448890	The Bay Limited Partnership
Canada	GIANNI FILACCI		766669 / TMA446816	The Bay Limited Partnership
Canada	PRO SHOP		775857 / TMA452026	The Bay Limited Partnership
Canada	CANADA'S CUTEST BABY		776327 / TMA453221	The Bay Limited Partnership
Canada	THE OFFICIAL PHOTOGRAPHER OF CANADA'S CUTEST BABIES		776328 / TMA453222	The Bay Limited Partnership
Canada	THE OFFICIAL PHOTOGRAPHER OF GROWING UP		776329 / TMA459450	The Bay Limited Partnership
Canada	THE OFFICIAL PHOTOGRAPHER OF WINNING SMILES		776330 / TMA459765	The Bay Limited Partnership





Country	Trademark	Image	Application/ Registration No.	Applicant/ Registrant
Canada	THE OFFICIAL PHOTOGRAPHER OF CANADIAN FAMILIES		776331 / TMA459766	The Bay Limited Partnership
Canada	THE OFFICIAL PHOTOGRAPHER OF THE HOLIDAY SEASON		776332 / TMA459767	The Bay Limited Partnership
Canada	THE OFFICIAL PHOTOGRAPHER OF CANADA'S BRIGHTEST SMILES		776333 / TMA453223	The Bay Limited Partnership
Canada	THE OFFICIAL PHOTOGRAPHER OF THE HOLIDAYS		776334 / TMA453224	The Bay Limited Partnership
Canada	THE OFFICIAL PHOTOGRAPHER OF THE BAY PORTRAIT STUDIO MODEL SEARCH		776335 / TMA453225	The Bay Limited Partnership
Canada	THE ULTIMATE YOU		779313 / TMA453241	The Bay Limited Partnership
Canada	AT YOUR SERVICE		787800 / TMA460332	The Bay Limited Partnership
Canada	GARDEN EXPRESSIONS		791655 / TMA464453	The Bay Limited Partnership
Canada	TOTAL GUARD		793295 / TMA461356	The Bay Limited Partnership
Canada	BEST PALS		799465 / TMA465686	The Bay Limited Partnership
Canada	CASTLE CLASSICS		812198 / TMA481949	The Bay Limited Partnership
Canada	THE ULTIMATE GIFT		816097 / TMA486505	The Bay Limited Partnership
Canada	TRULY CANADIAN		893511 / TMA799887	The Bay Limited Partnership
Canada	GOVERNOR'S HOME		1002100 / TMA545818	The Bay Limited Partnership
Canada	A MAGICAL SEASON		1015198 / TMA543904	The Bay Limited Partnership


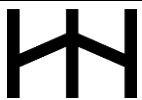
Country	Trademark	Image	Application/ Registration No.	Applicant/ Registrant
Canada	A MAGICAL SEASON & Design		1015199 / TMA543905	The Bay Limited Partnership
Canada	HOME OUTFITTERS		1021753 / TMA563506	The Bay Limited Partnership
Canada	WELL INTO THE FUTURE		1069930 / TMA565810	The Bay Limited Partnership
Canada	SHOPPING IS GOOD		1071663 / TMA582845	The Bay Limited Partnership
Canada	SPORTEK AIR		1073908 / TMA565190	The Bay Limited Partnership
Canada	DÉCO DÉCOUVERTE		1101485 / TMA581046	The Bay Limited Partnership
Canada	HOLIDAY JOY		1131808 / TMA628719	The Bay Limited Partnership
Canada	MORE THAN YOU CAME FOR		1141886 / TMA597948	The Bay Limited Partnership
Canada	TRULY		1145597 / TMA776614	The Bay Limited Partnership
Canada	DESIGNER VALUE		1167030 / TMA610975	The Bay Limited Partnership
Canada	PLAID DESIGN		1175409 / TMA677963	The Bay Limited Partnership
Canada	PLAID DESIGN		1201560 / TMA675701	The Bay Limited Partnership
Canada	DEALS OUTLET		1204011 / TMA694040	The Bay Limited Partnership
Canada	THE ULTIMATE DEAL		1217676 / TMA736253	The Bay Limited Partnership
Canada	EVERYTHING UNDER THE SUN		1232532 / TMA763938	The Bay Limited Partnership





Country	Trademark	Image	Application/ Registration No.	Applicant/ Registrant
Canada	PHARMAMART		1234754 / TMA700010	The Bay Limited Partnership
Canada	PHARMAMART DRUG AND CONVENIENCE STORE		1234755 / TMA700011	The Bay Limited Partnership
Canada	VARIATIONS		1266731 / TMA759737	The Bay Limited Partnership
Canada	BRING IT HOME		1272152 / TMA724787	The Bay Limited Partnership
Canada	HOME STUDIO		1272216 / TMA672457	The Bay Limited Partnership
Canada	THE OFFICIAL STORE OF CHRISTMAS		1285544 / TMA679758	The Bay Limited Partnership
Canada	GOVERNOR'S CHOICE		1295580 / TMA950139	The Bay Limited Partnership
Canada	TREAT YOURSELF		1323725 / TMA753410	The Bay Limited Partnership
Canada	MIDTOWN		1324334 / TMA761152	The Bay Limited Partnership
Canada	CONCEPT III		1326229 / TMA768562	The Bay Limited Partnership
Canada	FAIRSET		1342625 / TMA771088	The Bay Limited Partnership
Canada	THE GIFT CARD WITH ENDLESS POSSIBILITIES		1390952 / TMA794545	The Bay Limited Partnership
Canada	BLACK BROWN 1826 & Sword Design		1390996 / TMA796919	The Bay Limited Partnership
Canada	S Design		1391364 / TMA851176	The Bay Limited Partnership
Canada	VIVEZ MIEUX, PAYEZ MOINS.		1429594 / TMA788906	The Bay Limited Partnership






Country	Trademark	Image	Application/ Registration No.	Applicant/ Registrant
Canada	C and maple leaf design		1453652 / TMA835259	The Bay Limited Partnership
Canada	SPLIT TO SIZE		1464175 / TMA809449	The Bay Limited Partnership
Canada	SENTIMENTS		1475598 / TMA809014	The Bay Limited Partnership
Canada	SAVE YOURSELF THE TROUBLE		1491811 / TMA863190	The Bay Limited Partnership
Canada	COMPANY OF ADVENTURERS		1499756 / TMA953404	The Bay Limited Partnership
Canada	ON S'EN OCCUPE!		1499896 / TMA863194	The Bay Limited Partnership
Canada	COMPANY OF ADVENTURERS & Design		1531350 / TMA975448	The Bay Limited Partnership
Canada	BLACK BROWN 1826 & Shield Design		1548876 / TMA867756	The Bay Limited Partnership
Canada	ARCADIAN COURT		1552210 / TMA842828	The Bay Limited Partnership
Canada	BEAUTY THE GUIDE		1580742 / TMA881142	The Bay Limited Partnership
Canada	Logo		1604449 / TMA885414	The Bay Limited Partnership
Canada	ARCADIAN Logo		1620616 / TMA889518	The Bay Limited Partnership
Canada	ARCADIAN LOFT Logo		1620652 / TMA882612	The Bay Limited Partnership
Canada	ARCADIAN Logo		1620653 / TMA882611	The Bay Limited Partnership






Country	Trademark	Image	Application/ Registration No.	Applicant/ Registrant
Canada	BA Logo		1627748 / TMA902454	The Bay Limited Partnership
Canada	P Logo		1644386 / TMA876507	The Bay Limited Partnership
Canada	R Logo		1644387 / TMA876508	The Bay Limited Partnership
Canada	P Logo		1644391 / TMA876504	The Bay Limited Partnership
Canada	R Logo		1644392 / TMA876505	The Bay Limited Partnership
Canada	DISTINCTLY HOME		1644823 / TMA940006	The Bay Limited Partnership
Canada	Design Lab Logo tag		1683375 / TMA1036360	The Bay Limited Partnership
Canada	THE ROOM		1695299 / TMA953352	The Bay Limited Partnership
Canada	THE ROOM Design		1695300 / TMA953342	The Bay Limited Partnership
Canada	LIVE INSPIRED		1716968 / TMA940505	The Bay Limited Partnership
Canada	DISTINCTLY HOME		1717169 / TMA1044263	The Bay Limited Partnership
Canada	BEAUTY UNDERGROUND		1719026 / TMA1050878	The Bay Limited Partnership
Canada	HYDRASPA		1719029 / TMA1050881	The Bay Limited Partnership
Canada	COUNTRY OF ADVENTURERS		1744831 / TMA1085048	The Bay Limited Partnership

Country	Trademark	Image	Application/ Registration No.	Applicant/ Registrant
Canada	WE ARE A COUNTRY OF ADVENTURERS		1744832 / TMA1085046	The Bay Limited Partnership
Canada	I (HEART) CANADA Design		1751456 / TMA1053804	The Bay Limited Partnership
Canada	CANADA & Design		1817223 / TMA1067777	The Bay Limited Partnership
Canada	ESSENTIAL NEEDS Design		1821149 / TMA1068839	The Bay Limited Partnership
Canada	COMPANY OF ADVENTURERS		1828213 / TMA1074961	The Bay Limited Partnership
Canada	SFW SUITABLE FOR WORK		1862533 / TMA1036507	The Bay Limited Partnership
Canada	BOUTIQUE BY DISTINCTLY HOME		1864907 / TMA1050877	The Bay Limited Partnership
Canada	ETEREO		1885043/ TMA1085041	The Bay Limited Partnership
Canada	CORE LIFE		1900050 / TMA1070968	The Bay Limited Partnership
Canada	CORE LIFE Design		1900659 / TMA1070964	The Bay Limited Partnership
Canada	FIFTH CITY		1906544 / TMA1085042	The Bay Limited Partnership
Canada	YORK FACTORY		1921722 / TMA1194983	HUDSON'S BAY COMPANY ULC
Canada	en THREAD Design	en THREAD	1940643 / TMA1099712	The Bay Limited Partnership
Canada	EN THREAD		1940644 / TMA1099713	The Bay Limited Partnership

Country	Trademark	Image	Application/ Registration No.	Applicant/ Registrant
Canada	Leaf Logo		1944860 / TMA1160823	The Bay Limited Partnership
Canada	POWER 60 FLEX PLATE		1977539 / TMA1243657	HUDSON'S BAY COMPANY ULC
Canada	DUOMATIC		419600 / TMA238073	The Bay Limited Partnership
Canada	LEGACY		423133 / TMA238660	The Bay Limited Partnership
Canada	LA TABLE DU GOUVERNEUR		441213 / TMA261002	The Bay Limited Partnership
Canada	BUNDLE OF JOY		578261 / TMA349416	The Bay Limited Partnership
Canada	TOMORROW'S GENERATION		742191 / TMA435986	The Bay Limited Partnership
Canada	LIVING COLOURS		1216051 / TMA753411	The Bay Limited Partnership
Canada	INCH BY INCH		1237173 / TMA753583	The Bay Limited Partnership
Canada	HN (STYLIZED) (HUDSON NORTH MONOGRAM LOGO)		2160786	The Bay Limited Partnership
Canada	HUDSON NORTH		2108685	The Bay Limited Partnership
Canada	YORK FACTORY		2013230	Hudson's Bay Company ULC
Canada	DOLLAR DAZZLERS		477795 / TMA274178	The Bay Limited Partnership
Canada	PARCE QUE...LE PRIX LE PLUS BAS FAIT LOI		698592 / TMA409244	The Bay Limited Partnership
Canada	OÙ LE PRIX LE PLUS BAS FAIT LOI...TOUS LES JOURS		698600 / TMA428102	The Bay Limited Partnership

Country	Trademark	Image	Application/ Registration No.	Applicant/ Registrant
Canada	BECAUSE...THE LOWEST PRICE IS THE LAW		698602 / TMA411555	The Bay Limited Partnership
Canada	LE PRIX LE PLUS BAS FAIT LOI		698609 / TMA425243	The Bay Limited Partnership
Canada	WHERE THE LOWEST PRICE IS THE LAW...EVERYDAY		698610 / TMA428103	The Bay Limited Partnership
Canada	THE LOWEST PRICE IS THE LAW		698611 / TMA425244	The Bay Limited Partnership
Canada	BEST VALUE & DESIGN		772388 / TMA477836	The Bay Limited Partnership
Canada	KIDURABLE DESIGN		781268 / TMA463792	The Bay Limited Partnership
Canada	MOM.CA		1048819 / TMA576191	The Bay Limited Partnership
Canada	ESSENTIAL NEEDS LES ESSENTIELS & Design		1095151 / TMA606244	The Bay Limited Partnership
Canada	DOLLAR ZONE		1201653 / TMA742626	The Bay Limited Partnership
Canada	WINSTON & FRIENDS		1340575 / TMA822867	The Bay Limited Partnership
Canada	EVERYTHING FROM A TO Z		1342722 / TMA707706	The Bay Limited Partnership
Canada	WORK CENTRE L'ATELIER & DESIGN		718905 / TMA438076	The Bay Limited Partnership

Country	Trademark	Image	Application/ Registration No.	Applicant/ Registrant
Canada	V DESIGN		718907 / TMA435304	The Bay Limited Partnership
European Union (Community)	CORE LIFE		17928114	The Bay Limited Partnership
European Union (Community)	ABSOLUTELY NEEDED ABSOLUTELY DESIGN &		17537028	The Bay Limited Partnership
United Kingdom	ABSOLUTELY NEEDED ABSOLUTELY DESIGN &		917537028	The Bay Limited Partnership
Benelux	BLACK BROWN 1826		1383386	The Bay Limited Partnership
United States of America	BLACK BROWN 1826 SHIELD & DESIGN		85449025	The Bay Limited Partnership
Germany	BLACK BROWN 1826 SHIELD & DESIGN		302013059751.6	The Bay Limited Partnership
European Union (Community)	COMPANY OF ADVENTURERS		16752545	The Bay Limited Partnership
United Kingdom	COMPANY OF ADVENTURERS		916752545	The Bay Limited Partnership
China (People's Republic)	COMPANY OF ADVENTURERS		9473972	The Bay Limited Partnership
China (People's Republic)	COMPANY OF ADVENTURERS		9473973	The Bay Limited Partnership
United States of America	CORE LIFE		88057755	The Bay Limited Partnership

Country	Trademark	Image	Application/ Registration No.	Applicant/ Registrant
Benelux	CORE LIFE		1378893	The Bay Limited Partnership
United States of America	CORE LIFE & DESIGN		88057766	The Bay Limited Partnership
European Union (Community)	CORE LIFE & DESIGN		17928115	The Bay Limited Partnership
United States of America	EN THREAD		88262771	The Bay Limited Partnership
United States of America	EN THREAD (STYLIZED)	en THREAD	88262775	The Bay Limited Partnership
United Kingdom	GOVERNOR'S CHOICE		2420904	The Bay Limited Partnership
United States of America	LEAF LOGO (EN THREAD)		88291839	The Bay Limited Partnership
United States of America	SFW SUITABLE FOR WORK		87646527	The Bay Limited Partnership
Benelux	STUDIO & DESIGN		1358844	The Bay Limited Partnership
Benelux	THE BIG ONE & DESIGN		1358850	The Bay Limited Partnership

Country	Trademark	Image	Application/ Registration No.	Applicant/ Registrant
United States of America	HUDSON NORTH		97134425	The Bay Limited Partnership

Other Domains

No.	Domain Name	Registrant Organization	Paid Through Date
1.	arcadiancourt.ca	The Bay Limited Partnership	2026-01-30
2.	avantem.ca	The Bay Limited Partnership	2025-09-01
3.	blackandbrown1826.com	Lord & Taylor LLC	2025-12-13
4.	blackandbrown1826.net	Lord & Taylor LLC	2025-12-13
5.	blackandbrown1826.org	Lord & Taylor LLC	2025-12-13
6.	blackandbrown1826.us	Lord & Taylor LLC	2025-12-12
7.	blackbrown1826.com	Lord & Taylor LLC	2025-12-13
8.	blackbrown1826.net	Lord & Taylor LLC	2025-12-13
9.	blackbrown1826.org	Lord & Taylor LLC	2025-12-13
10.	blackbrown1826.us	Lord & Taylor LLC	2025-12-12
11.	bob-der-baer.ca	The Bay Limited Partnership	2025-10-20
12.	bobderbaer.ca	The Bay Limited Partnership	2025-10-20
13.	c-comberti.ca	The Bay Limited Partnership	2025-10-20
14.	ccomberti.ca	The Bay Limited Partnership	2025-10-20
15.	charterclub.ca	The Bay Limited Partnership	2025-06-06
16.	cherokee.ca	The Bay Limited Partnership	2025-04-30
17.	decodecouverte.ca	The Bay Limited Partnership	2025-12-01
18.	decodecouverte.com	The Bay Limited Partnership	2025-11-27
19.	decodecouverte.net	The Bay Limited Partnership	2025-11-27
20.	digilab.ca	The Bay Limited Partnership	2025-04-29
21.	everyday.ca	The Bay Limited Partnership	2025-06-22
22.	ga-globalagency.ca	The Bay Limited Partnership	2025-10-20
23.	galeria-home.ca	Hudson's Bay Company ULC	2025-10-20
24.	galeria-kaufhof.ca	Hudson's Bay Company ULC	2025-10-20
25.	galeriahome.ca	Hudson's Bay Company ULC	2025-10-20
26.	galeriakaufhof.ca	Hudson's Bay Company ULC	2025-10-20
27.	globalmind.ca	The Bay Limited Partnership	2026-02-07
28.	hauteaffair.ca	The Bay Limited Partnership	2025-06-28
29.	heritageshop.ca	The Bay Limited Partnership	2025-11-28
30.	homeoutfitters.ca	The Bay Limited Partnership	2025-09-20
31.	homeoutfitters.com	The Bay Limited Partnership	2026-03-28
32.	homeoutfitters.net	The Bay Limited Partnership	2025-12-08
33.	incinternational.ca	The Bay Limited Partnership	2025-06-06
34.	kaufhof.ca	Hudsons Bay Company	2025-10-20
35.	kleinfeld.ca	The Bay Limited Partnership	2025-08-15

36.	kleinfeldbridal.ca	The Bay Limited Partnership	2025-08-15
37.	klienfeldbridal.ca	The Bay Limited Partnership	2025-08-15
38.	managingyourcareer.ca	The Bay Limited Partnership	2025-08-23
39.	manguun-collection.ca	The Bay Limited Partnership	2025-10-20
40.	manguun.ca	The Bay Limited Partnership	2025-10-20
41.	manguuncollection.ca	The Bay Limited Partnership	2025-10-20
42.	mark-adam.ca	The Bay Limited Partnership	2025-10-20
43.	mitainesrouges.ca	The Bay Limited Partnership	2025-10-22
44.	mom.ca	The Bay Limited Partnership	2025-10-26
45.	mossimo.ca	The Bay Limited Partnership	2025-05-17
46.	movalart	Saks & Company LLC	2026-01-07
47.	powerbuy.ca	The Bay Limited Partnership	2025-11-05
48.	redmittens.ca	The Bay Limited Partnership	2025-05-13
49.	request.ca	The Bay Limited Partnership	2025-06-23
50.	rover-and-lakes.ca	The Bay Limited Partnership	2025-10-20
51.	roverandlakes.ca	The Bay Limited Partnership	2025-10-20
52.	s3hr.ca	The Bay Limited Partnership	2026-02-23
53.	s3hr.com	The Bay Limited Partnership	2025-11-09
54.	scubedhr.com	The Bay Limited Partnership	2025-10-18
55.	stuff4school.com	The Bay Limited Partnership	2025-05-16
56.	styleandco.ca	The Bay Limited Partnership	2025-06-06
57.	superentrepot.ca	The Bay Limited Partnership	2025-11-10
58.	thecountryofadventurers.ca	The Bay Limited Partnership	2025-06-25
59.	thecountryofadventurers.com	HBC-Simon, LLC	2025-06-25
60.	vaughnmills.ca	The Bay Limited Partnership	2025-10-12
61.	vaughnmillsmall.ca	The Bay Limited Partnership	2025-10-12
62.	viveallure.ca	The Bay Limited Partnership	2025-09-21
63.	weweremadeforthis.ca	The Bay Limited Partnership	2025-04-29

Heraldry

- The armorial bearings granted to The Governor and Company of the Adventurers of England by Garter and his fellow Kings of Arms by Letters Patent dated September 6, 1921 and registered by Hudson's Bay Company with the Canadian Heraldic Authority on January 20, 2017, namely:

ARMS: Argent a cross Gules between four beavers statant Sable;

CREST: Upon a cap of maintenance Gules turned up Ermine, a fox sejant proper;

MOTTO: PRO PELLE CUTEM, a Latin phrase meaning "A pelt for a skin";

SUPPORTERS: Two elks proper.

- The first flag confirmed with the Canadian Heraldic Authority on January 20, 2017, namely:

FLAG: Gules a canton of the Royal Union Flag, in the fly the letters H and B conjoined followed by the letter C Argent.

- The second flag confirmed with the Canadian Heraldic Authority on January 20, 2017, namely:

FLAG: Argent the full Arms of The Governor and Company of the Adventurers of England trading into Hudson's Bay as granted by Garter and his fellow Kings of Arms by Letters Patent dated the 6th day of September 1921.

Any other heraldic achievements, armorial bearings or flags granted to The Governor and Company of the Adventurers of England or Hudson's Bay Company by the Canadian Heraldic Authority, the College of Arms, the Lord Lyon King of Arms, or any other heraldic authority.

SCHEDULE "H"
FORM OF TRADEMARK USE TERMINATION AGREEMENT
TRADEMARK USE TERMINATION AGREEMENT

This TERMINATION AGREEMENT (the "**Agreement**") is made and entered into as of [●], 2025 (the "**Effective Date**") by and between, The Bay Limited Partnership, a limited partnership formed under the laws of the Province of Ontario, having its principal place of business located at 401 Bay Street, Suite 500, Toronto, Ontario, M5H 2Y4, Canada ("**The Bay LP**"), and Hudson's Bay Company ULC Compagnie De La Baie D'Hudson SRI, an unlimited liability company formed under the laws of the Province of British Columbia, having its principal place of business located at 401 Bay Street, Suite 500, Toronto, Ontario, M5H 2Y4, Canada ("**Hudson's Bay**"). The Bay LP and Hudson's Bay are collectively referred to herein as the "**Parties**", and individually referred to herein as, a "**Party**".

Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Hudson's Bay Trademark Agreement dated as of October 31, 2021, by and between the Parties (the "**Trademark Agreement**").

RECITALS

- A. **WHEREAS** the parties have entered into an Asset Transfer and Contribution Agreement dated as of October 31, 2021, pursuant to which Hudson's Bay transferred to The Bay LP certain assets and properties related to the digital Thebay.com e-commerce platforms, including the HBC Trademarks, upon the terms and subject to the conditions set forth therein (the "**Transfer Agreement**");
- B. **WHEREAS**, in connection with the transactions contemplated by the Transfer Agreement, the Parties have entered into the Trademark Agreement, pursuant to which, among other things, The Bay LP granted Hudson's Bay continued use of the HBC Trademarks on an exclusive, perpetual, royalty-free, fully paid-up, non-transferable, personal basis solely in association with retail sale services in brick and mortar establishments, upon the terms and subject to the conditions set forth therein; and
- C. **WHEREAS**, the Parties are opting to exercise their right to terminate the Trademark Agreement pursuant to Section 13.2 of the Trademark Agreement, to be effective immediately, given the cessation of the Retail Business by Hudson's Bay and the shut-down of all HBC Retail Stores in connection with proceedings commenced by Hudson's Bay and certain of its affiliates under the *Companies' Creditors Arrangement Act* (Canada) on March 7, 2025, pursuant to an initial order granted by the Ontario Superior Court of Justice (Commercial List).

NOW, THEREFORE, in consideration of the premises set forth above and the mutual covenants and agreements set forth below, the Parties hereby agree as follows:

- 1. Notwithstanding any provision in the Trademark Agreement, the Parties mutually agree that the Trademark Agreement and all rights, obligations, responsibilities or duties of the Parties under the Trademark Agreement are hereby terminated as of the Effective Date in all respects and are of no further force or effect.
- 2. The Parties mutually agree that notwithstanding any provision to the contrary in the Trademark Agreement, including, without limitation Section 15.4, none of the provisions of the Trademark Agreement shall survive.

3. Each of the Parties, on behalf of itself, and, as applicable, each of their respective affiliates and related persons, officers, directors, shareholders, partners, members, employees, agents, heirs, administrators, executors, predecessors, successors and assigns (each a “**Released Party**”) hereby irrevocably and unconditionally releases and discharges each of the other Released Parties, from any and all claims, disputes, complaints, actions, suits, causes of action, rights, demands, obligations, injunctive or any other relief, liabilities, damages, losses, costs and expenses, of whatsoever nature or source, contingent or otherwise, whether known or unknown, direct or indirect, contractual, legal or equitable, that one Party can or may have against the other Party, for or by reason of, or in relation to, any reason, fact, matter arising directly or indirectly from the Trademark Agreement, its subject matter, or its termination in accordance with this Agreement.
4. Should any provision or provisions of this Agreement be held by an arbitrator or a court of competent jurisdiction to be illegal, invalid or unenforceable, such provision or provisions may be modified by such court or arbitration panel in compliance with the law and, as modified, enforced. All other terms and conditions of this Agreement shall remain in full force and effect and shall be construed in accordance with the modified provision or provisions, as if such illegal, invalid or unenforceable provision or provisions had not been contained herein.
5. This Agreement is made pursuant to and shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein without regard to principles of conflicts of laws.
6. The provisions of this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. The Bay LP shall have the right to assign this Agreement to any party who purchases from The Bay LP the intellectual property subject to this Agreement.
7. This Agreement may be executed by digital or telephonic facsimile and in one or more counterparts, any one of which need not contain the signatures of more than one Party, but all of which, taken together, shall constitute one and the same agreement.

[The remainder of this page is intentionally blank. Signature page follows.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

**THE BAY LIMITED PARTNERSHIP, by its
general partner, THE BAY HOLDINGS ULC**

By: _____
Name: [●]
Title: [●]

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

By: _____
Name: [●]
Title: [●]

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED, AND IN THE MATTER OF HUDSON'S BAY COMPANY ULC COMPAGNIE DE LA BAIE D'HUSON SRI et al.

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

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

Proceeding commenced at Toronto

**AFFIDAVIT OF BRITTNEY KETWAROO
(Sworn May 29, 2025)**

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