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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE MADAM	)	MONDAY, THE 27th
	)	
JUSTICE KIMMEL	)	DAY OF JULY, 2026

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 1242939 B.C. UNLIMITED LIABILITY COMPANY, 1241423 B.C. LTD., 1330096 B.C. LTD., 1330094 B.C. LTD., 1330092 B.C. UNLIMITED LIABILITY COMPANY, 1329608 B.C. UNLIMITED LIABILITY COMPANY, 2745263 ONTARIO INC., 2745270 ONTARIO INC., SNOSPMIS LIMITED, 2472596 ONTARIO INC., AND 2472598 ONTARIO INC.

TRANSITION ORDER

THIS MOTION made by 1242939 B.C. Unlimited Liability Company (f/k/a Hudson's Bay Company ULC Compagnie De La Baie D'Hudson SRI)**,** 1241423 B.C. Ltd.**,** 1330096 B.C. Ltd.**,** 1330094 B.C. Ltd.**,** 1330092 B.C. Unlimited Liability Company**,** 1329608 B.C. Unlimited Liability Company**,** 2745263 Ontario Inc., 2745270 Ontario Inc., Snospmis Limited, 2472596 Ontario Inc., and 2472598 Ontario Inc. (collectively, the "**Applicants**"), pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") for an Order, among other things, expanding the powers of Alvarez & Marsal Canada Inc., in its capacity as the Court-appointed Monitor of the Applicants (in such capacity, the "**Monitor**"), was heard this day at 330 University Avenue, Toronto, Ontario by videoconference via Zoom.

ON READING the Applicants' Notice of Motion dated July 20, 2026, the Affidavit of Thomas Obersteiner sworn July 20, 2026, the Seventeenth Report of the Monitor, and on hearing the submissions of counsel for the Applicants, counsel for the Monitor, and counsel for the other persons listed on the Participant Information Form, no one else appearing for any other person on the service list, although properly served:

SERVICE AND DEFINITIONS

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

2. **THIS COURT ORDERS** that capitalized terms used herein but not otherwise defined have the definitions given to them in the Amended and Restated Initial Order of Justice Osborne issued on March 21, 2025 (the "**ARIO**").

MONITOR'S ENHANCED POWERS

3. **THIS COURT ORDERS** that, in addition to the powers and duties of the Monitor set out in the ARIO or any other Order of this Court granted in these CCAA Proceedings, the CCAA or applicable law, and without in any way altering the obligations of the Applicants in these CCAA Proceedings, the Monitor is hereby authorized and empowered, but not required to:

(a) take any and all actions and steps, and execute all agreements, documents, instruments and writings, on behalf of, and in the name of, the Applicants in order to facilitate the administration of the Applicants and the performance of any of the Applicants' rights, powers or obligations, including, without limitation, under any Order of this Court, and to carry out the Monitor's duties under this Order, the CCAA or any other Order of this Court in these CCAA Proceedings;

(b) sign such other agreements, documents, instruments and writings on behalf of the Applicants as the Monitor deems appropriate, whether in the Monitor's name or in the name of and on behalf of the Applicants, and execute such administrative filings as may be required on behalf of the Applicants, including, without limitation, accounting, tax and reporting functions on behalf of, and in the name of, the Applicants, in each case based solely upon information in the Books and Records (as defined below), and provided that the Monitor shall incur no liability or obligation to any person with respect to such filings, reporting, statements and records;

(c) take any and all corporate actions and other actions regarding the governance of the Applicants, including, without limitation, to exercise any powers which may be properly exercised by a board of directors of the Applicants, and such actions taken by the Monitor are hereby authorized without requiring further action by any person, including any current or former director, officer or shareholder of the Applicants;

(d) conduct, supervise and direct the continuation or commencement of any process or effort to collect or recover any Property or other assets of the Applicants (including any accounts receivable or cash), enforce any security of the Applicants, and to sell or dispose of such Property or other assets in accordance with the Orders of this Court granted in these CCAA Proceedings;

(e) take control of the existing bank accounts of the Applicants (the "**Bank Accounts**") and the funds credited thereto or deposited therein including, without limitation, closing any or all of the Bank Accounts and/or transferring any funds received into these Bank Accounts to accounts held in the name of the Monitor, provided that the Monitor shall endeavour to cause the Applicants to perform the obligations of the Applicants with respect to such Bank Accounts, including the payment of any fees or expenses arising in the ordinary course from the use of the accounts, and provided that nothing in this Order or anything done by the Monitor in furtherance of its duties as Monitor shall create any obligation or liability on the part of the Monitor in respect of any amounts owing by the Applicants on account of payment of such fees or expenses;

(f) cause the Applicants to take any action or make any payment or disbursement required by the ARIO or any other Order of this Court granted in these CCAA Proceedings, the CCAA or applicable law;

(g) meet and consult with current or former employees of the Applicants and/or their affiliates or any of their respective advisors, with respect to the carrying out of its powers and obligations under this Order or any other Order of this Court in these CCAA Proceedings;

(h) engage, retain or terminate, or cause the Applicants to engage, retain or terminate, the services of any officer, employee, consultant, agent, representative, advisor, legal counsel, or other persons or entities, as the Monitor deems necessary or desirable to assist with the exercise of the Monitor's powers and duties, including such powers and duties as may be enhanced pursuant to this Order. For greater certainty, any such officer, employee, consultant, agent, representative, advisor, legal counsel, or other persons or entities engaged or retained pursuant to this paragraph 3(h) shall thereafter be deemed to be or shall continue to be "Assistants" under the ARIO;

(i) perform or cause the Applicants to perform such other functions or duties, and enter into or cause the Applicants to enter into any agreements, disclaim or terminate any agreements, or incur any obligations, as the Monitor considers necessary or desirable in order to facilitate the realization and/or sale of any Property, or other assets of the Applicants, the distribution of any net proceeds of such Property or assets, or any other related activities;

(j) exercise any shareholder, partnership, joint venture or other rights or powers, contractual or otherwise, that the Applicants may have, if any;

(k) initiate, prosecute, and/or continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Applicants or the Property;

(l) engage, deal, communicate, negotiate, agree and settle with any creditor or other stakeholder of the Applicants (including, without limitation, any governmental authority) in the name of or on behalf of the Applicants;

(m) claim or pursue, or cause the Applicants to claim or pursue, any and all insurance proceeds or refunds or tax refunds to which the Applicants are or may be entitled;

(n) have access to all books and records, including any documents, communications, information or materials subject to solicitor-client privilege, litigation privilege, common interest privilege, settlement privilege or any other privilege, immunity or protection from disclosure, that are the Property of the Applicants or that are in the Applicants' possession or control, and have the same access as the Applicants have to any books and records no longer in the Applicants' control or possession, including, for greater certainty and without limitation, any documents, advice, opinions, or other information related to the plans described in paragraph (u) below whether in the possession of the Applicants or a third-party such as TELUS Health (Canada) Ltd., Manulife Financial, the Financial Services Regulatory Authority of Ontario, Mercer (Canada) Limited, RBC Investor Services Trust, or Royal Trust Corporation of Canada (collectively, the "**Books and Records**");

(o) engage, deal, communicate and negotiate on behalf of the Applicants with Exemplar Luxury Group (formerly known as Saks Global) or other corporate entities, or parties, in respect of any shared services or arrangements required by the Applicants to complete the wind-up of the Applicants' business operations or CCAA Proceedings, or the business operations of the non-Applicants;

(p) engage, deal, communicate, and negotiate on behalf of the Applicants with FTI Consulting Canada Inc. in its capacity as receiver and manager of all of the assets, undertakings and properties of 2455034 Ontario Limited Partnership (formerly RioCan-HBC Limited Partnership), 2455034 Ontario Inc. (formerly RioCan-HBC General Partner Inc.), 2491815 Ontario Limited Partnership (formerly HBC YSS 1 Limited Partnership), 2491815 Ontario Inc. (formerly HBC YSS 1 LP Inc.), 2491816 Ontario Limited Partnership (formerly HBC YSS 2 Limited Partnership), 2491816 Ontario Inc. (formerly HBC YSS 2 LP Inc.), 2681842 Ontario Limited Partnership (formerly RioCan-HBC (Ottawa) Limited Partnership), 2681845 Ontario Inc. (formerly RioCan-HBC (Ottawa) Holdings Inc.), and 2681842 Ontario Inc. (formerly RioCan-HBC (Ottawa) GP, Inc.) in the receivership proceedings (the "**Receivership Proceedings**") before the Ontario Superior Court of Justice (Commercial List) bearing court file number CV-25-00744295-00CL;

(q) exercise and assert in the Receivership Proceedings any rights held by the Applicants;

(r) consult with any taxing or regulatory authority with respect to any issues impacting the Applicants (including with respect to the Hudson's Bay Company Pension Plan Registration Number 0291419 (the "**Pension Plan**"), employee life and health trust and the retirement compensation arrangements), including any issues arising in respect of these CCAA Proceedings;

(s) act as an authorized representative of the Applicants (including with respect to the Pension Plan, employee life and health trust and the retirement compensation arrangements) in respect of dealings with the Canada Revenue Agency or any other taxing, government or regulatory authority, and the Monitor shall hereby be entitled to execute any appointment or authorization form on behalf of the Applicants that a taxing, government or regulatory authority may require in order to confirm the Monitor's appointment as an authorized representative for such purposes;

(t) file, or take such actions necessary or desirable for the preparation and filing of, on behalf of and in the name of the Applicants (including with respect to the Pension Plan, employee life and health trust and the retirement compensation arrangements), (i) any tax returns, and (ii) the Applicants' employee-related remittances, T4 statements and records of employment for the Applicants' former employees, in each case, based solely upon the information in the Books and Records and on the basis that the Monitor shall incur no liability or obligation to any person with respect to such returns, remittances, statements, records or other documents;

(u) on behalf of the Applicants or on its own behalf, take any actions, or perform any functions or duties, in respect of the Applicants' registered and non-registered pension, savings or retirement plans (including the retirement compensation arrangements), the Pension Plan, and the employee life and health trust or any other health and welfare benefit plans, including, without limitation:

i. instruct or otherwise engage with any Person (including, without limitation, TELUS Health (Canada) Ltd., the Financial Services Regulatory Authority of Ontario (and all other pension regulatory authorities), Manulife Financial, Mercer (Canada) Limited, RBC Investor Services Trust, and Royal Trust Corporation of Canada) regarding such plans,

ii. participate in the pre-mediation negotiations and mediated negotiations, or any other proceedings, with respect to the Pension Plan surplus assets contemplated by the Order Appointing Pension Representative Counsel dated June 26, 2026, and the Order Appointing Court-Appointed Mediator dated June 26, 2026;

iii. perform, or cause the Applicants to perform, their functions or duties, or otherwise take any actions, pursuant to or arising out of, the Order Appointing Pension Representative Counsel dated June 26, 2026, and the Order Appointing Court-Appointed Mediator dated June 26, 2026;

iv. with respect to any other assets to be distributed or entitlements to be paid under any non-registered pension plan (including the retirement compensation arrangements), take all steps and actions to give effect to a distribution of such assets, including with respect to the motion for advice and directions by Royal Trust Corporation of Canada and any related motions, negotiations, or proceedings; and

v. with respect to any other assets to be distributed or entitlements to be paid under any employee life and health trust, take all steps or actions to give effect to a distribution of such assets, including with respect to the Hardship Programs Term Sheet dated February 3, 2026, and any related motions or proceedings, and address any tax matters, including, without limiting any other tax-related provision of this Order, consulting with any taxing or regulatory authority;

(v) on behalf of the Applicants, bring, respond to, or otherwise participate in, any motion, application or other process in these CCAA Proceedings or any other ongoing or pending litigation, mediation, or adversarial proceeding, including the Order Appointing Pension Representative Counsel dated June 26, 2026, the Order Appointing Court-Appointed Mediator dated June 26, 2026, the motion for advice and directions by Royal Trust Corporation of Canada and any related motions or proceedings and the Hardship Programs Term Sheet dated February 3, 2026 and any related motions or proceedings;

(w) sign documentation or take other steps as necessary to cause or implement the winding-up, dissolution or liquidation of any entity affiliated with any of the Applicants;

(x) apply for any permits, licenses, approvals or permissions as may be required by any taxing, governmental or regulatory authority and any renewals thereof for and on behalf of and in the name of the Applicants;

(y) provide instruction and direction to the advisors of the Applicants;

(z) apply to this Court, on its own behalf or on behalf of the Applicants, for any further Orders necessary or deemed advisable by the Monitor to carry out the Monitor’s powers and duties under this Order, the CCAA or any other Order of this Court granted in these CCAA Proceedings, including, without limitation, for advice and directions with respect to any matter; and

(aa) take any steps reasonably incidental to the exercise by the Monitor of any of the powers listed above or the performance of any statutory obligations;

and, in each case where the Monitor or such person duly authorized by the Monitor takes any action or steps, or signs or enters into any documentation, the Monitor or such person duly authorized by the Monitor shall be exclusively authorized and empowered to do so, to the exclusion of all other persons, including the Applicants, and without interference from any person.

4. **THIS COURT ORDERS** that the Monitor exercising the powers provided for in the ARIO, this Order, or any other Order of this Court granted in these CCAA Proceedings, the CCAA or applicable law, including but not limited to the contemplated disclosure, delivery, review, possession, custody or use of any Books and Records or other

documents, communications, information or materials subject to solicitor-client privilege, litigation privilege, common interest privilege, settlement privilege or any other privilege, immunity or protection from disclosure by or to the Monitor, its counsel, agents, representatives or advisors, shall not constitute and shall not be deemed to constitute any waiver, impairment, limitation or loss of any such privilege, immunity or protection held by the Applicants or their current or former directors and officers, and the Monitor shall maintain, preserve and protect, in the name of and on behalf of the Applicants, any such privilege, immunity, or protection previously held by the Applicants and/or their former directors and officers. No waiver of any privilege, immunity or protection shall occur by reason of any inadvertent or unauthorized disclosure or production of such materials.

5. **THIS COURT ORDERS** that any financial institution where the Applicants hold Bank Accounts, including Royal Bank of Canada, is directed to recognize and permit the Monitor and its representatives to complete any and all transactions on behalf of the Applicants in connection with such Bank Accounts, and for such purpose, the Monitor and its representatives are empowered and shall be permitted to execute documents for or on behalf of and in the name of the Applicants and shall be empowered and permitted to add and remove persons having signing authority with respect to the Bank Accounts. The financial institutions maintaining such Bank Accounts shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any transfer, payment, collection or other action taken in accordance with the instructions of the Monitor for and on behalf of the Applicants, and/or as to the use or application of funds transferred, paid, collected or otherwise dealt with in accordance with such instructions and such financial institutions shall be authorized to act in accordance with and in reliance upon such instructions without any liability in respect thereof to any person.

6. **THIS COURT ORDERS** that, subject to the provisions of this Order, the Applicants shall remain in possession and control of the Property and Business or any part thereof.

7. **THIS COURT ORDERS** that the Monitor shall not be liable for any employee-related liabilities or obligations of the Applicants, including, without limitation, any successor employer liabilities as provided for in subsection 11.8(1) of the CCAA or at common law, other than amounts the Monitor may specifically agree in writing to pay. Nothing in this Order shall, in and of itself, cause the Monitor to be liable for any

employment-related liabilities of the Applicants, including wages, severance pay, termination pay, vacation pay, and pension, savings, retirement or benefit obligations or amounts (including without limitation contributions, premiums, benefit payments, or taxes), in each case whether arising under statute, contract, common law or otherwise. Without limiting the foregoing, the Monitor shall not, as a result of this Order, or with respect to anything done pursuant to its powers pursuant to this Order, be (a) deemed to be the "administrator" of or otherwise responsible for the operation of any of the Applicants' savings, health and welfare, pension, or retirement plans, including the Pension Plan; (b) liable for any associated liabilities or costs of the Applicants; or (c) liable for the actions or inactions of any person instructed by the Monitor, or otherwise appointed, in connection with the Applicants' savings or retirement plans.

8. **THIS COURT ORDERS** that nothing in this Order, and nothing done by the Monitor in carrying out its duties hereunder, shall constitute or result in, or be deemed to constitute or result in, the Monitor being an employer, successor employer, responsible person, operator, officer, director, employee, receiver, trustee, assignee, liquidator, administrator, legal representative, receiver-manager or agent of the Applicants, *de facto* or otherwise, in each case within the meaning of any statute, regulation or rule of law or equity, for any purpose whatsoever.

9. **THIS COURT ORDERS** that the Monitor shall not incur any liability under the *Income Tax Act*, R.S.C., 1985, c. 1 (5th Supp.) or any other similar federal, provincial, or territorial tax legislation (the "**Tax Statutes**") as a result of facilitating any distributions on behalf of the Applicants as contemplated by and in accordance with the Stay Extension and Distributions Order granted by this Court on May 13, 2025, and the Monitor shall not have any liability for any of the Applicants' tax liabilities under the Tax Statutes in respect of these distributions, regardless of how or when such liabilities may have arisen.

10. **THIS COURT ORDERS** that, in addition to the rights and protections afforded to the Monitor under the CCAA, as an officer of this Court or otherwise at law, the Monitor and its legal counsel shall continue to have the benefit of all the indemnities, charges, protections and priorities as set out in the ARIO and any other Order of this Court granted in these CCAA Proceedings, and all such indemnities, charges, protections and priorities shall apply and extend to the Monitor in carrying out the provisions of this Order and exercising any powers granted to it hereunder and shall extend to any Authorized

Representatives (as defined below) acting at the direction of the Monitor. Without limiting the generality of the foregoing, in exercising any powers granted to it hereunder: (a) the Monitor shall not be deemed to have taken or maintained possession or control of the Business or Property, or any part of either of the foregoing; (b) the Monitor shall be entitled to rely on the Books and Records of the Applicants without independent investigation; and (c) the Monitor shall incur no liability or obligation as a result of exercising any powers granted to it hereunder, save and except for any gross negligence or wilful misconduct on its part.

11. **THIS COURT ORDERS** that the powers and authority granted to the Monitor by virtue of this Order shall, if exercised in any case, be paramount to the power and authority of the Applicants with respect to such matters and, in the event of a conflict between the terms of this Order and those of the ARIO or any other Order of this Court granted in these CCAA Proceedings, the provisions of this Order shall govern.

AUTHORIZED REPRESENTATIVES

12. **THIS COURT ORDERS** that the Monitor may designate a Person (an "**Authorized Representative**") to have the authority to act, on behalf of the Applicants, as an authorized signing authority solely as the Monitor may direct in the exercise of the Monitor's rights, powers and authorities granted by this Order, the ARIO or any other Order of this Court granted in these CCAA Proceedings, the CCAA or applicable law. Without limiting the generality of the foregoing, an Authorized Representative shall have the authority to sign such agreements, instruments, notices, directions, settlements, regulatory and tax filings, certificates, authorization and other documents on behalf of each of the Applicants as the Monitor may direct, but no authority to direct the management and policies of the Applicants or any entity affiliated with any of the Applicants by reason of having been designated as an Authorized Representative pursuant to this Order.

13. **THIS COURT ORDERS** that any Authorized Representative acting upon the direction and delegation of the Monitor shall incur no liability or obligation as a result of carrying out the provisions of this Order, the ARIO or any other Order of this Court granted in these CCAA Proceedings, the CCAA or applicable law, save for gross negligence or willful misconduct on their part, and any Authorized Representative shall not have any liability with respect to any losses, claims, damages or liabilities of any nature or kind to any Person from and after the date of this Order, except to the extent such losses, claims,

damages or liabilities result from gross negligence or willful misconduct on their part.

14. **THIS COURT ORDERS** that no Authorized Representative shall be deemed to be a director of any of the Applicants or any entity affiliated with any of the Applicants under applicable law solely by reason of having been designated as an Authorized Representative pursuant to this Order and/or having acted in such capacity at the direction or delegation of the Monitor.

DIRECTORS & OFFICERS

15. **THIS COURT ORDERS** that each of the Applicants' directors shall have no liability, obligation, or responsibility whatsoever with respect to any matter over which the Monitor or any other person exercises control in accordance with this Order.

16. **THIS COURT ORDERS** that the Applicants' directors may retain counsel (the "**Directors' Counsel**") as and when required, and the Applicants are hereby authorized and directed to pay the accounts of the Directors' Counsel, subject to approval of the Monitor as to scope and reasonableness.

COOPERATION WITH THE MONITOR

17. **THIS COURT ORDERS** that each of the Applicants' advisors, current and former officers, directors, employees, agents, affiliates and representatives shall co-operate with the Monitor in the exercise of its powers pursuant to this Order, the CCAA or any other Order of this Court granted in these CCAA Proceedings, and shall provide the Monitor and the Applicants with such assistance as the Monitor or the Applicants may reasonably request from time to time to enable the Monitor to carry out and discharge its powers and duties set out in this Order or any other Order of this Court granted in these CCAA Proceedings, including, without limitation, by:

(a) advising the Monitor of the existence of any Property of which such party has knowledge;

(b) providing the Monitor with immediate and continued access to any Property in such party's possession or control;

(c) advising the Monitor of the existence of any Books and Records, or other books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Applicants, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (collectively with Books and Records, the "**Records**") of which such party has knowledge; and

(d) providing access to and use of the Records, including any accounting, computer, software and physical facilities relating thereto, and including providing the Monitor with instructions on the use of any computer or other system as requested by the Monitor and providing the Monitor with any and all access codes, account names and account numbers that may be required to gain access to the Records, subject to the provisions herein including paragraph 4,

provided that such persons shall be entitled to be paid their reasonable fees and disbursements in assisting the Monitor or the Applicants with such requests.

GENERAL

18. **THIS COURT ORDERS** that the Applicants or the Monitor may apply to the Court as necessary to seek further advice and directions to give effect to this Order.

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

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

21. **THIS COURT ORDERS** that, except as may be necessary to give effect to this Order, the ARIO and any other Order granted in these CCAA Proceedings shall remain in full force and effect and in the event of a conflict between the terms of this Order and any other Order, the provisions of this Order shall govern.

Jessica Kimmel
Digitally signed by Jessica Kimmel
Date: 2026.07.28 12:22:39 -04'00'

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

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF 1242939 B.C. UNLIMITED LIABILITY COMPANY ET AL.

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at Toronto

TRANSITION ORDER

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