

**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
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.**

Applicants

**TWELFTH REPORT OF THE MONITOR
ALVAREZ & MARSAL CANADA INC.**

JANUARY 9, 2026

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1.0 INTRODUCTION

- 1.1 On March 7, 2025, 1242939 B.C. Unlimited Liability Company (at the time, known as Hudson’s Bay Company ULC Compagnie de la Baie d’Hudson SRI) (“**Hudson’s Bay**” or the “**Company**”), and the other applicants listed on **Schedule “A”** hereto (together, the “**Applicants**”), were granted protection under the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”), pursuant to an initial order (the “**Initial Order**”) of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”). The stay of proceedings and other protections and authorizations in the Initial Order were also extended to HBC Holdings LP and the other non-Applicant entities listed on **Schedule “A”** hereto (together with HBC Holdings LP, the “**Non-Applicant Stay Parties**”). Together, the Applicants and the Non-Applicant Stay Parties are referred to herein as “**Hudson’s Bay Canada**”.¹ In accordance with an Order granted by the Court on June 23, 2025, certain Hudson’s Bay Canada entities completed corporate name changes on August 6 and 7, 2025, and again on August 12, 2025. The current names of the Hudson’s Bay Canada entities after the name changes on August 12, 2025, are set out on **Schedule “B”** hereto.
- 1.2 Pursuant to the Initial Order, Alvarez & Marsal Canada Inc. (“**A&M**”) was appointed as monitor of the Applicants (in such capacity, the “**Monitor**”) in these CCAA proceedings (the “**CCAA Proceedings**”). The Initial Order granted a broad stay of proceedings (the

¹ The CCAA Proceedings have since been terminated in respect of two Applicants (HBC YSS 1 LP Inc. and HBC YSS 2 LP Inc.), and the stay of proceedings no longer applies in respect of certain of the Non-Applicant Stay Parties (RioCan-HBC Limited Partnership, RioCan-HBC General Partner Inc., HBC YSS 1 Limited Partnership, HBC YSS 1 LP Inc., HBC YSS 2 Limited Partnership, HBC YSS 2 LP Inc., RioCan-HBC Ottawa Limited Partnership, RioCan-HBC (Ottawa) Holdings Inc. and RioCan-HBC (Ottawa) GP, Inc.). The defined terms “Applicants”, “Non-Applicant Stay Parties” and “Hudson’s Bay Canada” as used in this Report refer to the applicable entities at the relevant times.

“**Stay of Proceedings**”) in favour of the Applicants and the Monitor (among others) for an initial ten-day period (the “**Stay Period**”).

- 1.3 As discussed in greater detail below, the Stay Period has been extended from time-to-time, including pursuant to the Amended and Restated Initial Order granted by the Court on March 21, 2025 (the “**ARIO**”), which governs the terms of the Stay of Proceedings, and most recently pursuant to an Order granted by the Court on December 11, 2025, which extended the Stay Period to March 31, 2026. The Stay of Proceedings continues to apply in favour of the Applicants and the Monitor pursuant to the terms of the ARIO. Copies of the ARIO and the December 11 Order are attached as hereto as **Appendices “A” and “B”**, respectively.
- 1.4 Since the Initial Order was granted, the Court has heard several motions and granted various Orders, and a significant volume of materials have been filed by interested parties in connection therewith. Given the limited scope of this Report (the “**Twelfth Report**”), it does not contain a detailed chronology of the CCAA Proceedings or the various relief granted.
- 1.5 As set out in greater detail below, despite repeated communications from both counsel to the Applicants and counsel to the Monitor, Glasses Gallery AI Vision Technology Inc. (“**Glasses Gallery**”), an unsecured creditor (and purported trust claimant) of the Applicants, has insisted on proceeding with a claim in Quebec against A&M, in its capacity as the Monitor of the Applicants, in clear violation of the Stay of Proceedings. As a result of Glasses Gallery’s and its counsel’s refusal to recognize the Stay of Proceedings or the unambiguous terms of the ARIO, the Monitor is unfortunately required to seek relief before

this Court to enforce the Stay of Proceedings. This Twelfth Report is filed solely in support of the Monitor's within motion (the "**Motion**"), which is brought before this Court in response to Glasses Gallery's claim.

- 1.6 Materials filed in the CCAA Proceedings, including the prior Reports of the Monitor and all endorsements and orders made by the Court, are available on the Monitor's case website at: www.alvarezandmarsal.com/HudsonsBay.

Purpose of this Report

- 1.7 The purpose of this Twelfth Report is solely to provide the Court with the relevant background and basis for the Monitor bringing this Motion seeking an Order (the "**Stay Confirmation Order**"):
- (a) declaring that the Stay of Proceedings applies to the Quebec Proceedings (as defined below) and that Glasses Gallery shall not commence or continue any related claim against the Applicants or the Monitor in accordance with the terms of the ARIO, (i.e., without leave of the Court or the written consent of the Applicants and the Monitor); and
 - (b) directing Glasses Gallery to forthwith withdraw the Quebec Proceedings, and in any event no later than 3 business days from the date of the Order, and provide the Monitor and the Applicants with evidence of such withdrawal immediately thereafter.

2.0 BACKGROUND ON QUEBEC PROCEEDINGS²

2.1 The following is a summary of the lead-up to the Quebec Proceedings, including the Monitor's communications with Glasses Gallery. As noted below, the Monitor only became aware of the Quebec Proceedings on December 16, 2025,³ and together with the Applicants, has since made significant efforts to resolve these issues without the need to appear before this Court.

Initial Communications

2.2 Glasses Gallery was listed as a creditor on the initial list of creditors owed over \$1,000 by the Applicants (the "**Initial Creditor List**"). The creditors on the Initial Creditor List received notice of the CCAA Proceedings in the form prescribed by the CCAA by way of a mailing sent on March 11, 2025 (the "**Notice to Creditors**"). The Notice to Creditors, among other things, advised creditors of the Stay of Proceedings. Glasses Gallery acknowledges that it received the initial notice to creditors. A copy of the Notice of Creditors is attached hereto as **Appendix "C"**.

2.3 On March 21, 2025, the Monitor received a physical copy of a letter dated March 20, 2025 (the "**March 20 Letter**") from François Daigle ("**Mr. Daigle**") of Daigle & Matte, Avocats Fiscalistes Inc. ("**Daigle & Matte**"), on behalf of Glasses Gallery. The March 20 Letter, which was provided in both French and English, was also sent to the Monitor's general

² Certain of the Court documents and correspondence between counsel referenced in this section is in French. Where so indicated, the Monitor has included unofficial translations of these materials into English, which it obtained using DeepL Translate. These translations were reviewed for accuracy and, where necessary, updated by bilingual counsel from Bennett Jones LLP's Montreal office.

³ As discussed further below, the Monitor was subsequently made aware that court materials had been delivered to an A&M receptionist on July 16, 2025, however it was not delivered to a member of the Monitor's team.

email inbox for the CCAA Proceedings. Among other things, Daigle & Matte: (a) asserted that the Monitor was holding a total of \$77,991.70 on behalf of Glasses Gallery and that “these sums never became part of HBC’s estate” and must be returned in their entirety; and (b) threatened to “take the necessary steps to collect these sums without further notice or delay” if the amounts were not repaid within ten days. A copy of the March 20 Letter is attached hereto as **Appendix “D”**.

2.4 On March 21, 2025, the Monitor replied by email to Daigle & Matte to arrange a time to discuss the March 20 Letter. Mr. Daigle replied that he was available after 4:00 p.m. EST on Monday, March 24, 2025. The Monitor replied the following day to ask for confirmation that Mr. Daigle was available at 4:30 p.m. so that multiple team members could join the call. Mr. Daigle did not respond to this email. A copy of this email correspondence is attached hereto as **Appendix “E”**.

2.5 On April 16, 2025, Mr. Daigle emailed the Monitor to state that the Monitor’s email had been caught in his “junk” folder. The Monitor responded on the same day to indicate that a calendar invite would be circulated for Tuesday, April 22, 2025, at 4:30 p.m. EDT. A copy of this email correspondence is attached hereto as **Appendix “F”**.

2.6 Mr. Daigle did not attend that call, but an associate of Daigle & Matte attended in his place. Representatives of the Monitor spoke with Mr. Daigle’s associate, and advised him, among other things, that the Monitor and Applicants were of the view that no funds were held in trust for Glasses Gallery, and that in any event, the Stay of Proceedings prohibited Glasses Gallery from taking any enforcement steps or commencing any proceedings in connection therewith.

Quebec Proceedings and Subsequent Communications

- 2.7 On December 16, 2025, the Monitor received a physical copy of the following French-language court documents filed before the Court of Quebec, District of Trois-Rivières (the “**Court of Quebec**”), each bearing the style of cause “*Glasses Gallery AI Vision Technology Inc. c. Alvarez & Marsal Canada Inc. en sa qualité de contrôleur de Compagnie de la Baie D'Hudson SRI – No: 400-22-011943-251*” (in English, “Glasses Gallery AI Vision Technology Inc. v. Alvarez & Marsal Canada Inc., in its capacity as monitor of Hudson’s Bay Company ULC”):
- (a) the *Demande introductive d’instance [...] en recouvrement de derniers modifiée en date du 15 décembre 2025* (in English, an Originating Application for Recovery of Funds modified on December 15, 2025) (the “**Modified Originating Application**”); and
 - (b) the *Demande du renvoi du dossier par la demanderesse (changement de juridiction)* (in English, the Application by the Plaintiff to Transfer the Case (Change of Jurisdiction)) (the “**Application for Transfer**”, and collectively with the Modified Originating Application, the “**Quebec Proceedings**”).
- 2.8 The Quebec Proceedings list Daigle & Matte as counsel to Glasses Gallery.
- 2.9 Notwithstanding that Glasses Gallery had email contact information for several representatives of the Monitor, along with the Monitor’s general case email, and that it could easily have accessed contact details for the Monitor’s counsel, the Quebec

Proceedings were served only by hard copy to a receptionist at A&M, and were not provided by email to the Monitor or at all to the Monitor's counsel.

- 2.10 In the Modified Originating Application, Glasses Gallery baldly and incorrectly asserts that A&M, as Monitor, manages Hudson's Bay. Similar to the March 20 Letter, which was responded to by the Monitor on the April 22 call, Glasses Gallery continues to argue in the Modified Originating Application, among other things, that: (a) Glasses Gallery is owed \$77,991.70; (b) these funds were collected in trust for Glasses' Gallery's benefit; (c) these funds do not belong to Hudson's Bay; and (d) the Stay of Proceedings therefore does not apply to the claim plead in the Modified Originating Application.⁴ Glasses Gallery seeks a finding that it is the owner of the disputed funds and that the Stay of Proceedings does not apply, and an Order that the defendant pay such funds to Glasses Gallery.
- 2.11 In the Application for Transfer, Glasses Gallery seeks to transfer the hearing of the Modified Originating Application from the Court of Quebec to the Superior Court of Quebec. The Application for Transfer also indicated that a hearing would take place before the Court of Quebec on January 7, 2026, at 9:30 a.m. (the "**January 7th Hearing**").
- 2.12 A copy of the Quebec Proceedings is attached hereto as **Appendix "G"**, and an English translation of the Quebec Proceedings is attached hereto as **Appendix "H"**.
- 2.13 Following receipt on December 16, 2025, the Monitor promptly forwarded the Quebec Proceedings to its counsel, along with counsel to the Applicants. Following discussions between the Monitor, its counsel, and the Applicants' counsel, the Applicants' counsel sent

⁴ The Modified Originating Application references several exhibits – despite requests from counsel to the Monitor, those exhibits have not been provided by Daigle & Matte.

a letter in French by email to Daigle & Matte on December 23, 2025 (the “**December 23 Letter**”). In the December 23 Letter, counsel to the Applicants, among other things:

- (a) informed Glasses Gallery that the ARIO does not provide an exception that allows Glasses Gallery to bring its claim and that the Stay of Proceedings applies to the Quebec Proceedings;
- (b) noted that the Monitor does not control or manage the Applicants or control the Property of the Applicants;
- (c) provided the Applicants’ position that Hudson’s Bay did not and does not hold proceeds in trust for Glasses Gallery; and
- (d) requested Daigle & Matte confirm by no later than December 29, 2025, that the Quebec Proceedings would be withdrawn, and reserved all rights for the Applicants to seek relief from this Court and to recover any costs incurred in connection with seeking such relief to the extent the Quebec Proceedings were not withdrawn.

2.14 A copy of the December 23 Letter is attached hereto as **Appendix “I”**, and an English translation of the December 23 Letter is attached hereto as **Appendix “J”**. The Monitor understands that the Applicants’ counsel has not received a response to the December 23 Letter.

2.15 The day after the Applicants’ deadline to respond had passed, counsel to the Monitor (from counsel’s Toronto office) called Daigle & Matte on December 30, 2025, and left a voicemail requesting to speak about the Quebec Proceedings. Counsel to the Monitor also

subsequently emailed Mr. Daigle on December 31, 2025, again requesting to speak on an urgent basis. None of these communications were answered.

2.16 On January 5, 2026, counsel to the Monitor (from counsel's Montreal office) sent a letter, written in French, by email to Daigle & Matte (the "**January 5 Letter**"). In the January 5 Letter, counsel to the Monitor, among other things:

- (a) noted that A&M only received service of the Modified Originating Application, and not the originating unmodified application;
- (b) stated that the delay for A&M to file an Answer before the Court of Quebec had not, and would not, expire prior to the January 7th Hearing;
- (c) reiterated that:
 - (i) the Stay of Proceedings applies to the Quebec Proceedings (and that neither the Applicants nor the Monitor had consented to the Quebec Proceedings), and that the CCAA, as federal legislation, had nationwide effect;
 - (ii) in accordance with the well-known single-proceeding model, any litigation in respect of the Applicants and their business or assets would need to be brought before this Court; and
 - (iii) the Monitor does not manage the Applicants, and is not the proper party to be named in any claim by Glasses Gallery;
- (d) notified Daigle & Matte that counsel to the Monitor intended to attend the January 7th Hearing before the Court of Quebec; and

(e) advised that if Glasses Gallery did not withdraw the Quebec Proceedings, the Applicants or the Monitor may seek costs against Glasses Gallery, Daigle & Matte, and Mr. Daigle personally before this Court.

2.17 A copy of the January 5 Letter is attached hereto as **Appendix “K”**, and an English Translation of the January 5 Letter is attached hereto as **Appendix “L”**.

2.18 Counsel to the Monitor (from counsel’s Montreal office) called Daigle & Matte on the afternoon of January 5 and left another voicemail requesting to speak about the Quebec Proceedings. That voicemail was not returned.

2.19 On January 6, 2026, Mr. Daigle sent an email to counsel to the Monitor (the “**January 6 Email**”). The January 6 Email was marked as privileged and without prejudice, and is therefore not included herein. Two factual points arising from the January 6 Email are discussed below.

2.20 In the January 6 Email, Mr. Daigle pointed out that the Daigle & Matte had served a receptionist at A&M on July 16, 2025, with a physical copy of the originating application (the “**Originating Application**”), and attached proof of service. The Monitor does not dispute that service of the Originating Application, which it understands is a court document written wholly in French, occurred. Based on discussions that have since occurred, the Monitor believes that the Originating Application was received by A&M’s general receptionist and provided to another receptionist, who is no longer employed by A&M. However, it appears that the Originating Application was not provided to any employees of A&M involved in the CCAA Proceedings.

- 2.21 Mr. Daigle also noted that certain hearings had already occurred before the Court of Quebec. The Monitor understands that Daigle & Matte had attended an initial hearing that was adjourned by the Court of Quebec.
- 2.22 Mr. Daigle did not withdraw the Quebec Proceedings before the January 7th Hearing, but agreed on the evening of January 6, 2026, to attend and consent to a one-month adjournment. On the evening of January 6, 2026, counsel to the Monitor filed an Answer indicating, among other things, that Bennett Jones LLP represents A&M in connection with the Quebec Proceedings, and indicating that the Monitor contested the jurisdiction of the Court of Quebec and the Superior Court of Quebec to hear the matter given the CCAA Proceedings and the Stay of Proceedings. A copy of the Answer is attached hereto as **Appendix “M”**, and an English translation is attached hereto as **Appendix “N”**.

Attendance Before the Court of Quebec

- 2.23 Counsel to the Monitor attended before the Court of Quebec on January 7, 2026. With the consent of Glasses Gallery, the hearing in respect of the relief sought in the Application for Transfer was adjourned to February 4, 2026.

3.0 STAY CONFIRMATION ORDER

- 3.1 As demonstrated above, the Monitor and the Applicants, once made aware of the Quebec proceedings, immediately made significant efforts to engage with Daigle & Matte, on behalf of its client, in a reasonable and constructive manner, without resorting to a motion before this Court. Unfortunately, as a result of Daigle & Matte’s refusal to recognize the jurisdiction of this Court and the unambiguous provisions of the ARIO, and in light of its

stated intention to continue litigation in Quebec in clear contravention of the Stay of Proceedings, the Monitor is of the view that the relief sought in the Stay Confirmation Order is necessary in the circumstances. Because the Monitor is named as the defendant in the Quebec Proceedings, the Monitor is the appropriate party to bring the Motion.

- 3.2 The Stay Confirmation Order would declare that the Quebec Proceedings are subject to the Stay of Proceedings, and provide that, in accordance with the terms of the ARIO, no “Proceeding” (as defined in the ARIO) shall be commenced or continued by Glasses Gallery against or in respect of the Monitor or the Applicants, or their respective employees, directors, advisors, officers and representatives acting in such capacities, or affecting the Business or the Property, except with the written consent of the Applicants and the Monitor, or with leave of this Court.
- 3.3 All of this is self-evident from the plain language of the ARIO. The Stay of Proceedings prevents any enforcement actions from being taken against the Applicants or their assets, including all funds held by the Applicants. Further, in the absence of the Applicants and the Monitor providing their consent, this Court (and only this Court) has the jurisdiction to lift the Stay of Proceedings to allow proceedings to be commenced against the Applicants or the Monitor. However, because Daigle & Matte insists on continuing to advance the Quebec Proceedings in violation of the ARIO, the Monitor is of the view that this declaration is necessary to ensure that the Quebec Proceedings, and any related claims by Glasses Gallery, do not proceed.
- 3.4 Given Daigle & Matte’s refusal to recognize the Stay of Proceedings and demonstrated willingness to proceed with its litigation, the Stay Confirmation Order would also require

Glasses Gallery to withdraw the Quebec Proceedings no later than 3 business days from the date of such Order. The withdrawal of the Quebec Proceedings is particularly necessary given that it **improperly** names the Monitor as a defendant – for clarity, the Monitor does not, and has never, itself held **any** funds related to Glasses Gallery, nor does it manage the Applicants.


- 3.5 To allow the Quebec Proceedings to continue would allow a creditor to circumvent the Stay of Proceedings and run contrary to a key feature of the CCAA. Glasses Gallery can not be allowed to attempt to recover funds from the Applicants (which have been erroneously pleaded as being held by the Monitor) at the expense of all of its stakeholders, pursuant to proceedings supervised by another court. It is in the best interests of the Applicants and their stakeholders that the Stay of Proceedings be upheld and the Quebec Proceedings be withdrawn.
- 3.6 To the extent Glasses Gallery wishes to pursue a trust claim against the Applicants for any funds that were allegedly required to be held by the Applicants, or any other claim against the business or assets of the Applicants, it must bring a motion to lift the Stay of Proceedings before this Court or obtain the consent of the Applicants and the Monitor. The Monitor notes that it has not provided a view herein on the merits of any alleged trust claim by Glasses Gallery, as it is not necessary or appropriate to do so at this time. The Monitor can provide such a view if and when any motion to lift the Stay of Proceedings in connection with such a claim is properly brought before this Court.
- 3.7 The Monitor continues to reserve all rights to seek costs against Glasses Gallery, Daigle & Matte, and Mr. Daigle in connection with the Motion.

4.0 CONCLUSIONS AND RECOMMENDATIONS


4.1 For the reasons set out in this Twelfth Report, the Monitor believes that the Stay Confirmation Order is necessary, appropriate, and in the best interests of the Applicants and their stakeholders. The Monitor therefore respectfully recommends that this Court grant the Stay Confirmation Order.

All of which is respectfully submitted to the Court this 9th day of January, 2026.

**Alvarez & Marsal Canada Inc.,
in its capacity as Monitor of
1242939 B.C. Unlimited Liability Company, et al,
not in its personal or corporate capacity**

Per: 

Alan J. Hutchens
Senior Vice-President

Per: 

Greg A. Karpel
Senior Vice-President

SCHEDULE A⁵

OTHER APPLICANTS

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.

247598 Ontario Inc.

NON-APPLICANT STAY PARTIES

HBC Holdings LP

RioCan-HBC General Partner Inc.

RioCan-HBC Limited Partnership

RioCan-HBC (Ottawa) Holdings Inc.

RioCan-HBC (Ottawa) GP, Inc.

RioCan-HBC (Ottawa) Limited Partnership

HBC Centerpoint LP

⁵ This schedule lists the Applicants and Non-Applicant Stay Parties as of the Initial Order. As noted within the Ninth Report, the CCAA Proceedings were terminated in respect of two of the Applicants, and the stay of proceedings no longer applies in respect of several of the Non-Applicant Stay Parties.

The Bay Limited Partnership

HBC YSS 1 Limited Partnership

HBC YSS 2 Limited Partnership

SCHEDULE B

Name Changes for Hudson's Bay Canada Entities

Former Name	New Name	CCAA Status	Effective Date of Name Change
HBC Centrepoint GP Inc.	2745263 Ontario Inc.	Applicant	August 12, 2025
HBC Holdings GP Inc.	2745270 Ontario Inc.	Applicant	August 12, 2025
Hudson's Bay Company ULC Compagnie de la Baie d'Hudson SRI	1242939 B.C. Unlimited Liability Company	Applicant	August 12, 2025
HBC Canada Parent Holdings Inc.	1241423 B.C. Ltd.	Applicant	August 12, 2025
HBC Canada Parent Holdings 2 Inc.	1330096 B.C. Ltd.	Applicant	August 12, 2025
HBC Bay Holdings I Inc.	1330094 B.C. Ltd.	Applicant	August 12, 2025
HBC Bay Holdings II ULC	1330092 B.C. Unlimited Liability Company	Applicant	August 12, 2025
The Bay Holdings ULC	1329608 B.C. Unlimited Liability Company	Applicant	August 12, 2025
2472596 Ontario Inc.	--	Applicant	--
2472598 Ontario Inc.	--	Applicant	--
Snospmis Limited	--	Applicant	--

APPENDIX A
Amended and Restated Initial Order dated March 21, 2025

See attached.

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

THE HONOURABLE MR

)

FRIDAY, THE 21st DAY

JUSTICE OSBORNE

)

OF MARCH, 2025

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

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
HUDSON'S BAY COMPANY ULC COMPAGNIE DE LA BAIE D'HUDSON SRI, HBC
CANADA PARENT HOLDINGS INC., HBC CANADA PARENT HOLDINGS 2 INC., HBC BAY
HOLDINGS I INC., HBC BAY HOLDINGS II ULC, THE BAY HOLDINGS ULC, HBC
CENTERPOINT GP INC., HBC YSS 1 LP INC., HBC YSS 2 LP INC., HBC HOLDINGS GP
INC., SNOSPMIS LIMITED, 2472596 ONTARIO INC., and 2472598 ONTARIO INC.**

AMENDED AND RESTATED INITIAL ORDER

THIS MOTION, made by Hudson's Bay Company ULC Compagnie de la Baie D'Hudson SRI ("**Hudson's Bay**"), HBC Canada Parent Holdings Inc., HBC Canada Parent Holdings 2 Inc., HBC Bay Holdings I Inc., HBC Bay Holdings II ULC, The Bay Holdings ULC, HBC Centerpoint GP Inc., HBC YSS 1 LP Inc., HBC YSS 2 LP Inc., HBC Holdings GP Inc., Snospmis Limited, 2472596 Ontario Inc., and 2472598 Ontario Inc. (collectively, the "**Applicants**") for an order amending and restating the initial order of Justice Osborne issued on March 7, 2025 (the "**Initial Order**") pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") was heard this day at 330 University Avenue, Toronto, Ontario and via videoconference.

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

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

SERVICE AND DEFINITIONS

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

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

APPLICATION

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

PLAN OF ARRANGEMENT

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

POSSESSION OF PROPERTY AND OPERATIONS

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

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

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

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

- (a) all outstanding and future wages, salaries, employee and pension benefits (including, without limitation, employee medical, dental, registered retirement savings plan contributions and similar benefit plans or arrangements), vacation

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

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

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

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

- (a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account

of insurance (including directors' and officers' insurance), maintenance and security services; and

- (b) payment for goods or services actually supplied to the Applicants following the date of the Initial Order, including, with the consent of the Monitor, payments to obtain the release or delivery of goods contracted for prior to the date of the Initial Order.

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

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

10. **THIS COURT ORDERS** that:

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

11. **THIS COURT ORDERS** that RioCan-Hudson's Bay JV, YSS 1, YSS 2, and RioCan-Hudson's Bay Ottawa LP shall collectively be entitled to the benefit of and are hereby granted a charge (the "**JV Rent Charge**") on the Property, as security for any Rent payable by Hudson's Bay to RioCan-Hudson's Bay JV, YSS 1, YSS 2, and RioCan-Hudson's Bay Ottawa LP, after March 7, 2025, and not paid (the "**Unpaid JV Rent**"), which JV Rent Charge shall secure an unconditional obligation to pay without any claim of set-off. The JV Rent Charge shall have the priority as set out in paragraphs 49 and 51 herein.

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

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

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

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

Non-Applicant Stay Party with the prior written consent of the relevant Non-Applicant Secured Creditor(s) of such Non-Applicant Stay Party.

RESTRUCTURING

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

- (a) in addition to any liquidation conducted pursuant to the Liquidation Solicitation Process, permanently or temporarily cease, downsize or shut down any of their businesses or operations, and to dispose of redundant or non-material assets not exceeding \$250,000 in any one transaction or \$1,000,000 in the aggregate;
- (b) subject to the requirements of the CCAA and paragraphs 10, 12, 16, and 17 herein, vacate, abandon, or quit the whole but not part of any leased premises and/or disclaim any Lease, and any ancillary agreements relating to any leased premises;
- (c) terminate the employment of any of their employees or temporarily lay off any of their employees as they deem appropriate;
- (d) in consultation with the Monitor, engage in discussions with, and solicit proposals and agreements from, third parties in respect of the liquidation of the inventory, furniture, equipment and fixtures located in and/or forming part of the Property (the “**Liquidation Solicitation Process**”), and return to Court for the approval of any such agreement;
- (e) in consultation with the Monitor, engage in discussions with, and solicit proposals and agreements from, real estate advisors and other Assistants as may be desirable to pursue all avenues and offers for the sale, transfer or assignment of Leases (and any leases held by the Non-Applicant Stay Parties) to third parties, in whole or in part (the “**Lease Monetization Process**”) and return to Court for approval of any such agreement; and
- (f) pursue all restructuring options for Hudson’s Bay Canada including, without limitation, all avenues of refinancing of their business (“**Hudson’s Bay Canada’s Business**”) or Hudson’s Bay Canada’s Property, in whole or in part, subject to the prior approval of this Court being obtained before any material refinancing,

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

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

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

STAY OF PROCEEDINGS

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

any and all Proceedings currently under way against or in respect of Hudson's Bay Canada or their employees, directors, officers or representatives acting in such capacities, or affecting Hudson's Bay Canada's Business and Hudson's Bay Canada's Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

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

NO INTERFERENCE WITH RIGHTS

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

CONTINUATION OF SERVICES

21. **THIS COURT ORDERS** that during the Stay Period, all Persons having oral or written agreements with Hudson's Bay Canada or statutory or regulatory mandates for the supply of goods and/or services, including without limitation all computer software, communication and other data services, centralized banking services, cash management services, payment processing services, payroll and benefit services, insurance, freight services, transportation services, customs clearing, warehouse and logistic services, utility or other services to Hudson's

Bay Canada's Business or Hudson's Bay Canada are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply or license of such goods or services as may be required by Hudson's Bay Canada and that Hudson's Bay Canada shall be entitled to the continued use of their current premises, telephone numbers, facsimile numbers, internet addresses, email addresses, social media accounts, and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of the Initial Order are paid by Hudson's Bay Canada in accordance with normal payment practices of Hudson's Bay Canada or such other practices as may be agreed upon by the supplier or service provider and each of the Hudson's Bay Canada entities and the Monitor, or as may be ordered by this Court.

NO PRE-FILING VS POST-FILING SET-OFF

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

NON-DEROGATION OF RIGHTS

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

KEY EMPLOYEE RETENTION PLAN

24. **THIS COURT ORDERS** that the Key Employee Retention Plan (the "**KERP**"), as described in the Second Bewley Affidavit, an unredacted copy of which is attached as Confidential

Appendix “1” to the First Report, is hereby approved and the Applicants are authorized to make the payments contemplated thereunder in accordance with the terms and conditions of the KERP.

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

26. **THIS COURT ORDERS** that the Key Employees referred to in the KERP shall be entitled to the benefit of and are hereby granted a charge on the Property (the “**KERP Charge**”), which charge shall not exceed an aggregate amount of \$3,000,000 to secure any payments to the Key Employees under the KERP. The KERP Charge shall have the priority as set out in paragraphs 49 and 51 herein.

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

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

DIRECTORS’ AND OFFICERS’ INDEMNIFICATION AND CHARGE

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

29. **THIS COURT ORDERS** that the directors and officers of the Applicants shall be entitled to the benefit of and are hereby granted a charge (the “**Directors’ Charge**”) on the Property, which charge shall not exceed an aggregate amount of \$49,200,000, as security for the indemnity provided in paragraph 28 of this Order. The Directors’ Charge shall have the priority as set out in paragraphs 49 and 51 herein.

30. **THIS COURT ORDERS** that, notwithstanding any language in any applicable insurance policy to the contrary, (a) no insurer shall be entitled to be subrogated to or claim the benefit of the Directors' Charge, and (b) the Applicants' directors and officers shall only be entitled to the benefit of the Directors' Charge to the extent that they do not have coverage under any directors' and officers' insurance policy, or to the extent that such coverage is insufficient to pay amounts indemnified in accordance with paragraph 28 of this Order.

APPOINTMENT OF MONITOR

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

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

- (a) monitor the Applicants' receipts and disbursements and the compliance with the DIP Budget;
- (b) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, and such other matters as may be relevant to the proceedings herein;
- (c) assist the Applicants, to the extent required by the Applicants, in their dissemination of financial and other information to the DIP Agent and its counsel on a periodic basis as agreed to between the Applicants and the DIP Agent, or as may reasonably be requested by the DIP Agent;
- (d) advise the Applicants in their preparation of the Applicants' cash flow statements and reporting required by the DIP Agent, which information shall be reviewed with the Monitor and delivered to the DIP Agent and its counsel on a periodic basis, or as may reasonably be requested by the DIP Agent;

- (e) advise the Applicants in their development of a Plan and any amendments to the Plan;
- (f) assist the Applicants, to the extent required by the Applicants, with the holding and administering of creditors' or shareholders' meetings for voting on the Plan;
- (g) have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents of the Applicants, to the extent that is necessary to adequately assess Applicants' business and financial affairs or to perform its duties arising under this Order;
- (h) be at liberty to engage independent legal counsel or such other persons, as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order;
- (i) liaise and consult with any Assistants, any liquidators selected through the Liquidation Solicitation Process and any real estate advisors or other Assistants selected through the Lease Monetization Process, to the extent required, with respect to all matters related to the Property, the Business, and such other matters as may be relevant to the proceedings herein; and
- (j) perform such other duties as are required by this Order or by this Court from time to time.

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

34. **THIS COURT ORDERS** that nothing herein contained shall require the Monitor to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of Hudson's Bay Canada's Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without

limitation, the *Canadian Environmental Protection Act, 1999*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, the *Ontario Occupational Health and Safety Act*, the *British Columbia Environmental Management Act*, the *British Columbia Riparian Areas Protection Act*, the *British Columbia Workers Compensation Act*, the *Alberta Environmental Protection and Enhancement Act*, the *Alberta Water Act*, the *Alberta Occupational Health and Safety Act*, the *Manitoba Environment Act*, the *Manitoba Contaminated Sites Remediation Act*, the *Manitoba Workplace Safety and Health Act*, the *Quebec Environmental Quality Act*, the *Quebec Act Respecting Occupation Health and Safety*, *The Environmental Management and Protection Act, 2010* (Saskatchewan), *The Agricultural Operations Act* (Saskatchewan), *The Dangerous Goods Transportation Act* (Saskatchewan), *The Saskatchewan Employment Act*, *The Emergency Planning Act* (Saskatchewan), *The Water Security Agency Act* (Saskatchewan), the *Nova Scotia Environment Act*, the *Nova Scotia Water Resources Protection Act*, or the *Nova Scotia Occupational Health and Safety Act*, and the regulations thereunder (the “**Environmental Legislation**”), provided however that nothing herein shall exempt the Monitor from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Monitor shall not, as a result of this Order, or anything done in pursuance of the Monitor’s duties and powers under this Order, be deemed to be in Possession of any of Hudson’s Bay Canada’s Property within the meaning of any Environmental Legislation, unless it is actually in possession.

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

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

37. **THIS COURT ORDERS** that the Monitor, counsel to the Monitor and counsel to the Applicants shall be paid their reasonable fees and disbursements (including pre-filing fees and

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

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

39. **THIS COURT ORDERS** that the Applicants' counsel, Reflect Advisors, LLC ("**Reflect**"), the Monitor, and its counsel shall be entitled to the benefit of and are hereby granted a charge (the "**Administration Charge**") on the Property, which charge shall not exceed an aggregate amount of \$2,800,000 as security for their professional fees and disbursements incurred at the standard rates and charges of the Monitor and such counsel, both before and after the making of this Order in respect of these proceedings. The Administration Charge shall have the priority as set out in paragraphs 49 and 51 hereof.

APPROVAL OF ADVISOR AGREEMENT

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

DIP FACILITY

41. **THIS COURT ORDERS** that Hudson's Bay, is hereby authorized and empowered to obtain and borrow under the DIP Facility from the DIP Lenders in accordance with and subject to the DIP Term Sheet provided that such borrowings shall not individually or in the aggregate exceed \$16 million in order to finance the working capital requirements, and other general corporate purposes and capital expenditures of itself and HBC Canada Parent Holdings Inc., HBC

Canada Parent Holdings 2 Inc., HBC Bay Holdings I Inc., HBC Bay Holdings II ULC, The Bay Holdings ULC, and The Bay Limited Partnership (collectively, the “**Loan Parties**”).

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

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

44. **THIS COURT ORDERS** that the DIP Agent, for the benefit of itself and the DIP Lenders, is hereby granted a charge (the “**DIP Charge**”) on the Loan Parties’ Property as security for the DIP Obligations, which DIP Charge shall be in the aggregate amount of the DIP Obligations outstanding at any given time under the Definitive Documents. The DIP Charge shall not secure an obligation that exists before the date of the Initial Order. The DIP Charge shall have the priority as set out in paragraphs 49 and 51 hereof.

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

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

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

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

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

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

48. **THIS COURT ORDERS** that the Loan Parties are hereby authorized and directed to repay all DIP Financing Obligations (as defined in the DIP Term Sheet) in accordance with a payout statement to be provided by the DIP Agent and reviewed by the Monitor. Following such

repayment, the DIP Charge shall be terminated, released and discharged without any further act or formality, provided that such repayment and termination of the DIP Charge shall not be effective until the Monitor's independent counsel has rendered an opinion confirming the validity and enforceability of the security interests of the ABL Lender.

CHARGES CREATED BY THIS ORDER

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

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

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

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

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

Fourth – DIP Charge;

Fifth – JV Rent Charge; and

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

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

Priority Ranking	ABL Priority Collateral	Pathlight Priority Collateral	Other Collateral (as defined in the DIP Term Sheet)
1 st	Administration Charge (to the maximum amount of \$2,800,000).	Administration Charge (to the maximum amount of \$2,800,000).	Administration Charge (to the maximum amount of \$2,800,000).
2 nd	KERP Charge (to the maximum amount of \$3,000,000).	KERP Charge (to the maximum amount of \$3,000,000).	KERP Charge (to the maximum amount of \$3,000,000).
3 rd	All amounts owing under the Revolving Credit Facility and FILO Credit	All amounts owing under the Pathlight Credit Facility (other than Excess Term Loan Obligations).	Directors' Charge (to the maximum amount of \$13,500,000).

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

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

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

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

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

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

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

SEALING

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

INSURANCE FINANCING

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

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

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

SERVICE AND NOTICE

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

60. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05, this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the *Rules of Civil Procedure*. Subject to Rule 3.01(d) of the *Rules of Civil Procedure* and paragraph 21 of the Protocol, service of

documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL: alvarezandmarsal.com/HudsonsBay

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

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

GENERAL

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

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

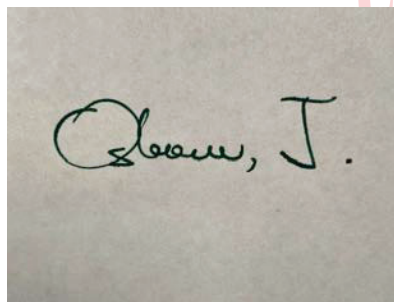
65. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States, to give effect to this Order and to assist the Applicants, the Monitor and their respective DIP Agent in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are

hereby respectfully requested to make such orders and to provide such assistance to the Applicants and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicants and the Monitor and their respective DIP Agent in carrying out the terms of this Order.

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

67. **THIS COURT ORDERS** that subject to paragraph 47 any interested party (including the Applicants and the Monitor) may apply to this Court to vary or amend this Order on not less than seven (7) days notice to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

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

A rectangular box containing a handwritten signature in black ink that reads "Osborne, J.".

Digitally signed
by Osborne J.

Date:

2025.03.23

22:47:12 -04'00'

ONTARIO

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

Proceeding commenced at Toronto

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

STIKEMAN ELLIOTT LLP

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

Ashley Taylor LSO#: 39932E

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

Elizabeth Pillon LSO#: 35638M

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

Maria Konyukhova LSO#: 52880V

Email: mkonyukhova@stikeman.com
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Philip Yang LSO#: 82084O

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

Brittney Ketwaroo LSO#: 89781K

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

Lawyers for the Applicants

APPENDIX B
Stay Extension Order dated December 11, 2025

See attached.

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

THE HONOURABLE MR.)	THURSDAY, THE 11 TH DAY
)	
JUSTICE OSBORNE)	OF DECEMBER, 2025

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

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
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.**

**ORDER
(Stay Extension and Approval of Monitor's Reports)**

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**") for an order extending the Stay Period and approving certain of the Monitor's Reports and the activities of the Monitor referred to therein was heard this day at 330 University Avenue, Toronto, Ontario and via videoconference.

ON READING the Applicant's Notice of Motion dated December 5, 2025, the affidavit of Franco Perugini sworn December 5, 2025 (the "**Sixth Perugini Affidavit**"), the Eleventh Report of Alvarez & Marsal Canada Inc., dated December 8, 2025, in its capacity as monitor of the Applicants (in such capacity, the "**Monitor**"), and the appendices attached thereto, and on hearing the submissions of counsel to the Applicants, counsel to the Monitor, and such other parties as listed on the Counsel Slip, with no one else appearing although duly served as appears from the affidavit of service of Brittney Ketwaroo sworn December 10, 2025,

SERVICE

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

DEFINED TERMS

2. **THIS COURT ORDERS** that capitalized terms used within this Order and not expressly defined herein shall have the meanings set forth in the Sixth Perugini Affidavit or the Amended and Restated Initial Order dated March 21, 2025.

EXTENSION OF THE STAY PERIOD

3. **THIS COURT ORDERS** that the Stay Period is hereby extended until March 31, 2026, or such later date as this Court may order.

APPROVAL OF THE MONITOR'S REPORTS AND ACTIVITIES

4. **THIS COURT ORDERS AND DECLARES** that the Eighth Report of the Monitor dated August 20, 2025, the Ninth Report of the Monitor dated September 22, 2025, the Supplement to the Ninth Report of the Monitor dated November 17, 2025, the Tenth Report of the Monitor dated October 17, 2025, and the Eleventh Report of the Monitor dated December 8, 2025 and the activities of the Monitor referred to therein are hereby ratified and approved; provided, however, that only the Monitor, in its personal capacity and only with respect to its own liability, shall be entitled to rely upon or utilize in any way such approval.

GENERAL

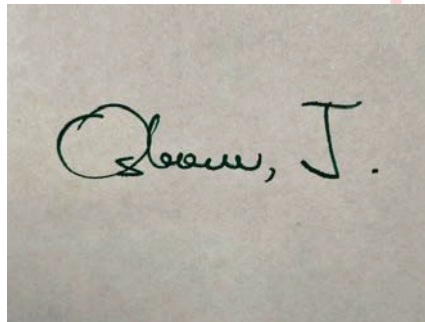
5. **THIS COURT ORDERS** that the Applicants or the Monitor may from time to time apply to this Court to amend, vary or supplement this Order or for advice and directions in the discharge of their powers and duties hereunder.

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

7. **THIS COURT 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, 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.

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

A rectangular box containing a handwritten signature in black ink. The signature appears to be "Osborne, J." written in a cursive, slightly slanted script.

Digitally signed
by Osborne J.

Date:

2025.12.22

14:13:25 -05'00'

APPENDIX C
Notice to Creditors

See attached.



Alvarez & Marsal Canada Inc.
Licensed Insolvency Trustees
Royal Bank Plaza, South Tower
200 Bay Street, Suite 3501, P.O. Box 22
Toronto, ON, M5J 2J1
Phone: +1 416 847 5200
Fax: +1 416 847 5201

March 7, 2025

To: Whom it May Concern

Re: 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. (TOGETHER, THE "APPLICANTS")

On March 7, 2025, the Applicants commenced court-supervised restructuring proceedings under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCAA" and the Applicants' proceedings thereunder, the "CCAA Proceedings") by obtaining an order (the "Initial Order") from the Ontario Superior Court of Justice (Commercial List) (the "Court"), which, among other things, provides for a stay of proceedings against the Applicants until March 17, 2025 (the "Stay Period"). The Stay Period may be extended by the Court from time to time.

Pursuant to the Initial Order, Alvarez & Marsal Canada Inc. was appointed as monitor (the "Monitor") of the business and financial affairs of the Applicants.

A copy of the Initial Order and all materials filed in the CCAA Proceedings may be obtained at the Monitor's website at: www.alvarezandmarsal.com/HudsonsBay or on request from the Monitor by calling 416-847-5157 or by emailing HUDSONSBAY@ALVAREZANDMARSAL.COM.

Pursuant to the Initial Order, during the Stay Period, all persons having oral or written agreements with the Applicants or statutory or regulatory mandates for the supply of goods and/or services are restrained, until further order of the Court, from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Applicants, provided that the normal prices or charges for all such goods or services received after the date of the Initial Order are paid by the Applicants in accordance with normal payment practices of the Applicants, or such other terms as may be agreed upon by the supplier or service provider and the Applicants and the Monitor, or as may be ordered by the Court.

During the Stay Period, all parties are prohibited from commencing or continuing legal action against the Applicants, and all rights and remedies of any party against or in respect of the Applicants or their assets are stayed and suspended, except with the written consent of the Applicants and the Monitor, or with leave of the Court.

If you have any questions regarding the foregoing or require further information, please consult the Monitor's website at www.alvarezandmarsal.com/HudsonsBay or should you wish to speak to a representative of the Monitor, please contact the Monitor at 416-847-5157 or by emailing HUDSONSBAY@ALVAREZANDMARSAL.COM.

Alvarez & Marsal Canada Inc.

In its capacity as Court-Appointed Monitor of the Applicants,
and not in its personal or corporate capacity.

APPENDIX D
Letter from Daigle & Matte dated March 20, 2025

See attached.



DAIGLE & MATTE

avocats • fiscalistes

François Daigle, avocat, M. Fisc.
fdaigle@dmdroit.com

« Sous toutes réserves »

PAR COURRIER RECOMMANDÉ
PAR COURRIEL

Trois-Rivières, le 20 mars 2025

ALVAREZ & MARSAL CANADA INC
Licensed Insolvency Trustees
Royal Bank Plaza, South Tower
200, Bay Street Suite 3501, PO Box 22
Toronto (Ontario) M5J 2J1

N/📁 : 11914/54
Objet : Glasses Gallery AI Vision Technology inc

The English version will follow

Madame, Monsieur

Nous représentons Glasses Gallery AI Vision Technology inc.

Vous détenez présentement les sommes suivantes appartenant à notre cliente, soit le montant total de 29 210,70 \$ (*Annexe 1 – Etat de compte du 1 février 2025*) plus la somme de 48 781 \$ (*Annexe 2 – Etat de compte du 1 mars 2025*), soit 77 991,70 \$.

Vous trouverez sous pli l'entente appelée « *Lease Agreement* » (*Annexe 3*), laquelle laisse clairement voir que HBC détient les sommes des ventes de notre cliente uniquement à titre de dépositaire. Ces sommes ne se sont jamais trouvées dans le patrimoine de votre faillie, et conséquemment, elles étaient ou auraient dû être ségréguées et détenues séparément pas HBC.

Comme ces sommes n'ont jamais intégré le patrimoine de HBC, elles doivent être remises à notre cliente dans leur totalité.

Conséquemment, considérez-vous mis en demeure de remettre à notre cliente dans les dix (10) jours des présentes la somme de 77 991,70 \$, à défaut de quoi nous prendrons les mesures nécessaires pour percevoir ces sommes sans autre avis ni délai.

AGISSEZ EN CONSEQUENCE.

Dear Sir or Madam

We represent Glasses Gallery AI Vision Technology inc.

You currently hold the following sums belonging to our client, namely the total amount of \$29,210.70 (Appendix 1 - Statement of account dated February 1, 2025) plus the sum of \$48,781 (Appendix 2 - Statement of account dated March 1, 2025), for a total of \$77,991,70.

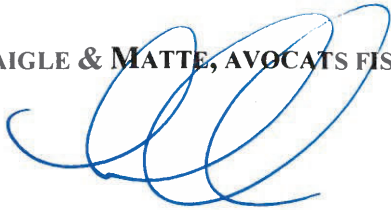
You will find enclosed the "Lease Agreement" (Appendix 3), which clearly shows that HBC holds the sums from our client's sales solely as a custodian. These sums were never part of your bankrupt's estate, and therefore were or should have been segregated and held separately by HBC.

Since these sums never became part of HBC's estate, they must be returned to our client in their entirety.

Consequently, consider yourself put on notice to remit to our client within 10 days of the present date the sum of \$77,991.70, failing which we will take the necessary steps to collect these sums without further notice or delay.

ACT ACCORDINGLY.

DAIGLE & MATTE, AVOCATS FISCALISTES INC.



Me François Daigle, M. Fisc.

FD/ak

p.j. *Annexes 1, 2 et 3 / Appendix 1, 2 & 3*



214187 Glasses Gallery AI Vision Technolog LONG-TERM LEASE SETTLEMENT

Account:	214187 Glasses Gallery AI Vision Technolog	Payable To:	75121 14564405 CANADA INC
Period:	P12/2024 05-JAN-2025 to 01-FEB-25		DBA GLASSES GALLERY CANADA INC
GST Reg:	830136776		2545 SIDBEC ST SOUTH
QST Reg:	1220985128		TROIS-RIVIERES PQ G8Z 4M6
Invoice No.:	P12020125ENTR		

The Bay GST Reg:102420296 RT0001 QST Reg:1008011563 TQ0501

Sales

DEPARTMENT	NET SALES	
790-6791	ENTREPOT PRODUCT NON-TAXABLE	\$41 487.97
790-6792	ENTREPORT SERVICE NON-TAXABLE	\$698.63
		\$42 186.60

Commission

DEPARTMENT	PERCENT	COMMISSION	
790-6791	7	\$2 904.16	
790-6792	7	\$48.90	\$2 953.06

Cost of Sales

SOURCE	DESCRIPTION	AMOUNT	
1101-VANCOUVER DOW/	FDM-OPTICAL	(\$2 374.71)	
1108-MAYFAIR	FDM-OPTICAL	(\$5 801.67)	
1144-MARKET MALL	FDM-OPTICAL	(\$16 686.73)	
1147-WEST EDMONTON	FDM-OPTICAL	\$385.49	
1512-EGLINTON	FDM-OPTICAL	(\$7 635.51)	
1554-YORKDALE	FDM-OPTICAL	(\$7 120.40)	(\$39 233.54)

Expense

SOURCE	DESCRIPTION	AMOUNT	
Licensee Billing- CREDIT	Credit card fee P12 Accrual	\$538.23	
Licensee Billing-TELEPHC	Store1101 Cash Register charge,GLAS	\$95.00	
Licensee Billing-TELEPHC	Store1108 Cash Register charge,GLAS	\$95.00	
Licensee Billing-TELEPHC	Store1144 Cash Register charge,GLAS	\$95.00	
Licensee Billing-TELEPHC	Store1147 Cash Register charge,GLAS	\$95.00	
Licensee Billing-TELEPHC	Store1512 Cash Register charge,GLAS	\$95.00	
Licensee Billing-TELEPHC	Store1554 Cash Register charge,GLAS	\$95.00	
Licensee Billing-TELEPHC	Store1101 Telephone charge,GLASSE:	\$41.00	
Licensee Billing-TELEPHC	Store1108 Telephone charge,GLASSE:	\$41.00	
Licensee Billing-TELEPHC	Store1144 Telephone charge,GLASSE:	\$41.00	
Licensee Billing-TELEPHC	Store1147 Telephone charge,GLASSE:	\$41.00	
Store Optical Register P1	Optical Register O/S P-12	\$8 329.15	\$9 601.38

Loyalty

SOURCE	DESCRIPTION	AMOUNT	
1101-VANCOUVER DOWI	FDM-OPTICAL	\$25.53	
1108-MAYFAIR	FDM-OPTICAL	\$62.38	
1144-MARKET MALL	FDM-OPTICAL	\$179.43	
1147-WEST EDMONTON	FDM-OPTICAL	(\$4.15)	
1512- EGLINTON	FDM-OPTICAL	\$82.10	
1554-YORKDALE	FDM-OPTICAL	\$76.56	\$421.87
		Sale and Expense Subtotal:	(\$29 210.29)

Sale Tax

SOURCE	DESCRIPTION	AMOUNT	
001.205.00000.0.215020	GST AB ON COMMISSION	\$0.98	
001.205.00000.0.215020	GST AB ON EXPENSE	\$8.76	
001.205.00000.0.215020	GST AB ON SALES	(\$14.03)	
001.205.00000.0.215020	GST BC ON COMMISSION	\$1.38	
001.205.00000.0.215020	GST BC ON EXPENSE	\$4.40	
001.205.00000.0.215020	GST BC ON SALES	(\$19.76)	
001.205.00000.0.215020	HST ON ON COMMISSION	\$0.21	
001.205.00000.0.215020	HST ON ON EXPENSE	\$20.63	
001.205.00000.0.215020	HST ON ON SALES	(\$2.99)	(\$0.41)
		Sale Tax Subtotal:	(\$0.41)
		Total Glasses Gallery AI Vision Technolog:	CAD (\$29 210.70)

For information only:**Payment**

SOURCE	DESCRIPTION	AMOUNT	
PAYMTSTKLG	LONG-TERM LEASE SETTLEMENT P12	\$29 210.70	\$29 210.70

214187 Glasses Gallery AI Vision Technolog LONG-TERM LEASE SETTLEMENT

Account:	214187 Glasses Gallery AI Vision Technolog	Payable To:	75121 14564405 CANADA INC
Period:	2025 02-FEB-2025 to 01-MAR-25		DBA GLASSES GALLERY CANADA INC
GST Reg:	830136776		2545 SIDBEC ST SOUTH
QST Reg:	1220985128		TROIS-RIVIERES PQ G8Z 4M6
Invoice No.:	P12020125ENTR		

The Bay GST Reg:102420296 RT0001 QST Reg:1008011563 TQ0501

Sales

DEPARTMENT	NET SALES	
790-6791	ENTREPOT PRODUCT NON-TAXABLE	\$54 000.00
790-6792	ENTREPORT SERVICE NON-TAXABLE	\$0.00
		\$54 000.00

Commission

DEPARTMENT	PERCENT	COMMISSION	
790-6791	7	\$3 780.00	
790-6792	7	\$0.00	\$3 780.00

Cost of Sales

SOURCE	DESCRIPTION	AMOUNT	
1101-VANCOUVER DOWI	FDM-OPTICAL	\$0.00	
1108-MAYFAIR	FDM-OPTICAL	\$0.00	
1144-MARKET MALL	FDM-OPTICAL	\$0.00	
1147-WEST EDMONTON	FDM-OPTICAL	\$0.00	
1512-EGLINTON	FDM-OPTICAL	\$0.00	
1554-YORKDALE	FDM-OPTICAL	\$0.00	
Total	FDM-OPTICAL	\$0.00	(\$50 220.00)

Expense

SOURCE	DESCRIPTION	AMOUNT	
Licensee Billing- CREDIT	Credit card fee P12 Accrual	\$150.00	
Licensee Billing-TELEPHC Store1101	Cash Register charge, GLAS	\$95.00	
Licensee Billing-TELEPHC Store1108	Cash Register charge, GLAS	\$95.00	
Licensee Billing-TELEPHC Store1144	Cash Register charge, GLAS	\$95.00	
Licensee Billing-TELEPHC Store1147	Cash Register charge, GLAS	\$95.00	
Licensee Billing-TELEPHC Store1512	Cash Register charge, GLAS	\$95.00	
Licensee Billing-TELEPHC Store1554	Cash Register charge, GLAS	\$95.00	
Licensee Billing-TELEPHC Store1101	Telephone charge, GLASSE	\$41.00	
Licensee Billing-TELEPHC Store1108	Telephone charge, GLASSE	\$41.00	
Licensee Billing-TELEPHC Store1144	Telephone charge, GLASSE	\$41.00	
Licensee Billing-TELEPHC Store1147	Telephone charge, GLASSE	\$41.00	
Store Optical Register P1	Optical Register O/S P-12	\$150.00	\$1 034.00

Loyalty

SOURCE	DESCRIPTION	AMOUNT	
1101-VANCOUVER DOWI	FDM-OPTICAL	\$0.00	
1108-MAYFAIR	FDM-OPTICAL	\$0.00	
1144-MARKET MALL	FDM-OPTICAL	\$0.00	
1147-WEST EDMONTON	FDM-OPTICAL	\$0.00	
1512- EGLINTON	FDM-OPTICAL	\$0.00	
1554-YORKDALE	FDM-OPTICAL	\$0.00	
Total	FDM-OPTICAL	\$405.00	\$405.00

Sale and Expense Subtotal: **(\$48 781.00)**

Sale Tax

SOURCE	DESCRIPTION	AMOUNT	
001.205.00000.0.215020	GST AB ON COMMISSION	\$0.00	
001.205.00000.0.215020	GST AB ON EXPENSE	\$0.00	
001.205.00000.0.215020	GST AB ON SALES	\$0.00	
001.205.00000.0.215020	GST BC ON COMMISSION	\$0.00	
001.205.00000.0.215020	GST BC ON EXPENSE	\$0.00	
001.205.00000.0.215020	GST BC ON SALES	\$0.00	
001.205.00000.0.215020	HST ON ON COMMISSION	\$0.00	
001.205.00000.0.215020	HST ON ON EXPENSE	\$0.00	
001.205.00000.0.215020	HST ON ON SALES	\$0.00	
Total	HST ON ON SALES	\$0.00	\$0.00

Sale Tax Subtotal: \$0.00

Total Glasses Gallery AI Vision Technolog: CAD **(\$48 781.00)**

For information only:**Payment**

SOURCE	DESCRIPTION	AMOUNT	
PAYMTSTKLG	LONG-TERM LEASE SETTLEMENT P12	\$48 781.00	\$48 781.00



LICENSE AGREEMENT COVER PAGES AND SUMMARY made as of the ____
day of February 1, 2023

Attached to the Terms and Conditions of LICENSE AGREEMENT made as
of February 1, 2023, which together form the License Agreement between
the Vendor and HBC (the "Agreement")

Vendor Name (full corporate name)	Vendor Trade Name	HBC
Glasses Gallery AI Vision Technology Inc.	Glasses Gallery Canada	HUDSON'S BAY COMPANY ULC

1. Vendor Contact Information For Notice:

Suite No.	Street Name	Street No.
360	Highway	7
City	Province/State	Postal Code
East Richmond Hill	ON	L4B 3Y7
Telephone	Fax	
President's Name	Email	Telephone
Sau Man Betty Yung	betty@swisscoast.com	852-3575 4888
Contact Name	Title	Telephone
Roberto Iazzolino	COO	39-348-427-0110
Fax	Email	
	roberto@robertoiazzolino.it	

2. Vendor Billing Information (if different from above):

Suite No.	Street Name	Street No.
City	Province/State	Postal Code
Telephone	Fax	
Contact Name	Title	Telephone
Fax	Email	

3. Agreement Details

(a) Licensed Department Term/Periods

Licensed Department Commencement Date	Licensed Department Term
April 1, 2023	4 years
Licensed Department Annual Settlement Date (30 days following receipt by Vendor of HBC's annual statement)	
As per the HBC fiscal accounting calendar	
Licensed Department Periods (for frequency of periodic statements and payments in accordance with section 6(1) of the Agreement)	
HBC's monthly account periods shall be provided in writing and updated annually	
Advance Percentage Payable	
n/a	

(b) Online Sales Term/Periods

Online Commencement Date	Online Term
February 1, 2023	1 years expires February 1, 2024
Online Annual Settlement Date (30 days following receipt by Vendor of HBC's annual statement)	
As per the HBC fiscal accounting calendar	
Online Periods (for frequency of periodic statements and payments in accordance with section 6(1) of the Agreement)	
HBC's monthly account periods shall be provided in writing and updated annually	
Advance Percentage Payable	
Not applicable	

(c) NDA Details:

Date of NDA
March 5, 2018

(d) Vendor Confirmation:

Vendor confirms its agreement to	
Accept Hudson's Bay Gift Cards	Issue Hudson's Bay Rewards Points - standard amount of points

(e) Financial Details:

License Fee is the greater of (A) and (B) immediately below:	
(A) Percentage (%) of Net Sales	(B) Minimum License Fee
For Products: 10% (does not apply to eye exams) for year 2023 12% for year 2024, 14% for balance of contract For Online Products: Same as above (does not apply to eye exams)	For Products: n/a For Online Products: n/a
Vendor's GST/HST and QST numbers:	
GST/HST: 75005 8743 RT0001	QST: xxxxxx
Other Costs	
Debit Card Transaction Fee (%)	0.5% of Gross Revenue
Hudson's Bay Credit Card / Hudson's Bay MasterCard Credit Card Transaction Fee (%)	0.5% of Gross Revenue
America's Credit Card Transaction Fee (%)	3% of Gross Revenue
Visa and MasterCard Credit Card Transaction Fee (%)	2% of Gross Revenue
Hudson's Bay Rewards Program Participation Fee (%)	1%
Administrative Fee / Category Fee	N/A
Telephone Usage Fee	\$41.00 monthly charge (per phone line)
Cash Register or Point of Sale Terminal Usage Fee	\$95.00 monthly charge (per register)
Promotional Discounts	As agreed between the parties
Amount of Employee Discount	15%
Holdback Period	
180 days	

(f) Taxes: All fees set out in this Cover Pages and Summary are exclusive of any applicable sales, use, goods and services, harmonized sales, value-added, or other similar taxes.

(g) List of Trade-marks authorized to be used by Vendor:

HUDSON'S BAY	TMA 366997	LA BAIE D'HUDSON	TMA 366998
HUDSON'S BAY (Services)	TMA 1,010,317	LA BAIE D'HUDSON (Services)	TMA 889,519
REWARDS Logo	TMA 876,509	PRIMES Logo	TMA 876,712
REWARDS PLUS Logo	TMA 876,720	PRIMES PLUS Logo	TMA 876,709
REWARDS VIP Logo	TMA 876,710	PRIMES VIP Logo	TMA 876,711

(h) Description of Department:

Description of Products and Online Products	Description of Services
Products: Eyeglass frames, corrective lenses, prescription glasses, eyeglass cases, lens solutions, accessories, and many other goods optical accessories. Online Products: Eyeglass frames, corrective lenses, prescription glasses, eyeglass cases, lens solutions, accessories, and many other goods optical accessories.	Professional Opticians performing eye exams
Conditions/Restrictions attaching to the sale of Products, Online Products and Services in the Department	
Time period to finish and prepare Department Area	
Vendor shall renovate the following departments before Oct 1 st , 2023 Metrotown, Calgary DTN, West Edmonton, Oshawa, Polo Park Such renovation is crucial to the business & if not performed, Licensee has the right to terminate this licensee agreement.	
Vendor requested closure: Langley – Feb 1, 2023	
Fixture Drop or Construction Project (see Schedule E)?	
Following expiration/termination, condition in which to restore Department Areas (if other than original condition)	
As per the agreement	
Store hours during which Department is to be operated (exclusive of special store opening hours)	
All hours of HBC Stores in which Department is located Monday 10am to 5 30pm, Tuesday 10am to 5 30pm, Wednesday 10am to 6pm, Thursday 10am to 8pm, Friday 10am to 8pm, Sunday – closed Licensee may add hours. Without limiting any other rights contained in the Agreement, should Vendor cease to open a Department during the hours of the Store in which the Department is located, Vendor shall pay to HBC a license fee of \$250 per day.	
List of Stores (by Name and Store Number) and Department Area (approximate)	
1101	VANCOUVER DOWNTOWN 1038 SQ.FT
1407	LANGLEY 590 SQ.FT. closing Feb 1, 2023
1108	MAYFAIR 265 SQ.FT
1127	METROTOWN 666 SQ.FT.
1114	CALGARY DOWNTOWN 814 SQ.FT.
1140	POLO PARK 531 SQ.FT
1144	MARKET MALL 696 SQ.FT.
1147	WEST EDMONTON MALL 877 SQ.FT.
1512	EGLINTON 574 SQ.FT.
1528	OSHAWA 592 SQ.FT.
1554	YORKDALE 501 SQ.FT.
1560	QUEEN 826 SQ.FT.
1631	RIDEAU 601 SQ.FT.
1963	BAY.COM
List of Websites (by Name and Domain Name)	
Thebay.com	
Labaie.com	
Additional Information	
GMM or Buyer (name)	
GMM / DMM / Buyer / Dept #	
35/ 35/ 924/ 790	
HBC Contact (name): Loreta Vescio	
Will Vendor retail at upc level or at category level?	
# of mtgs required	
?	
Will Vendor provide staffing?	
Yes	
Any Additional Information or Comments	
Vendor will be able to display video screens as an outpost in approved locations by HBC.	
HBC grants Vendor the limited, non-transferable, non-sublicensable, exclusive right during the Term to use "Hudson's Bay Optical"	
Money transfer should be directly made and deposit to the Licensee bank details: Royal Bank of Canada-01724-1019611	

4. Checklist

N/A

In the event there is attached to this Agreement a Vendor chargeback checklist ("Checklist"), it sets out the party responsible to pay for the supply and installation of the items set out therein for five different types of projects:

- Type I - New Vendor location in a new store or fully renovated store.
- Type II - New Vendor location in an existing non-renovated store.
- Type III - Relocation of existing Vendor to new location, at the request of HBC, where no upgrades are required.
- Type IV - Relocation of existing Vendor to new location, at the request of HBC, where upgrades are required.
- Type V - Relocation of existing Vendor to new location at the request of the Vendor.

Execution of Cover Pages and Summary:

Vendor agrees to, and acknowledges that it has received, read, understands and agrees to be bound by the terms of this document, including the Terms and Conditions of LICENSE AGREEMENT, which together form the Agreement.

For Hudson's Bay Company ULC:

Signature

(Print Name and Title)

Date

For Vendor:

Signature

(Print Name and Title)

Sau Man Betty Yung Ms

Date

18-04-2023

Signature

(Print Name and Title)

Date



For Office use only:

Vendor Supplier, Site and General Ledger Account Numbers:

Vendor Supplier Number	Vendor Site Number	General Ledger Account

Category Number(s) for Products, Online Products and Services



APPENDIX E
Email Correspondence dated March 21-22, 2025

See attached.

Tiphanie Dunlop

From: Marks, Josh <jmarks@alvarezandmarsal.com>
Sent: Saturday, March 22, 2025 3:58 PM
To: 'François Daigle'
Cc: 'Assia Kattal'
Subject: RE: Glasses Gallery AI Vision Technology inc / ALVAREZ & MARSAL CANADA INC. / Hudson's Bay

Hi François,

Can you please confirm if you are available at 4:30pm ET on Monday for a call? I am going to circulate a meeting invite so multiple team members from my side can join.

Best,
Josh

Josh Marks, CPA
Associate
Alvarez & Marsal Canada
Direct: +1 647 925 5858
Mobile: +1 647 299 6160

Alvarez & Marsal employs CPAs but is not a licensed CPA firm

From: François Daigle
Sent: March 21, 2025 4:13 PM
To: Marks, Josh ; Assia Kattal
Cc: Gold, Zach ; Karayannopoulos, Justin ; Daniel Sobel ; sanjay.malhotra@hbc.com
Subject: RE: Glasses Gallery AI Vision Technology inc / ALVAREZ & MARSAL CANADA INC. / Hudson's Bay

• [EXTERNAL EMAIL]: Use Caution

Hi there

Assia is my assistant, but yes, you can call me on Monday (after the court – this means 4 h 00 until 5 h 00 YOUR time, 5 to 6 our time).

My portable 819 699 3377.

Regards.



DAIGLE & MATTE
avocats • fiscalistes

François Daigle, avocat, M. Fisc.

Associé – Litige et fiscalité

Médiateur accrédité en médiation civile, commerciale et de travail

Tél. 819-840-1881, poste 230 | Cell. 819-699-3377 | Fax. 819-840-1880

fdaigle@dmdroit.com

Trois-Rivières

466A, rue Bonaventure

Trois-Rivières (Québec) G9A 2B4

www.daiglematte.com

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De : Marks, Josh <jmarks@alvarezandmarsal.com>

Envoyé : 21 mars 2025 16:00

À : Assia Kattal <akattal@dmdroit.com>

Cc : François Daigle <fdaigle@dmdroit.com>; Gold, Zach <zgold@alvarezandmarsal.com>; Karayannopoulos, Justin <jkarayannopoulos@alvarezandmarsal.com>; Daniel Sobel <dsobel@reflectadvisors.com>; sanjay.malhotra@hbc.com

Objet : RE: Glasses Gallery AI Vision Technology inc / ALVAREZ & MARSAL CANADA INC. / Hudson's Bay

Vous n'obtenez pas souvent d'e-mail à partir de jmarks@alvarezandmarsal.com. [Pourquoi c'est important](#)

Hi Assia,

Please let us know if you would like to schedule a time to discuss.

Would early next week work? Please advise on your availability, thanks.

Best,
Josh

Josh Marks, CPA

Associate

Alvarez & Marsal Canada

Direct: +1 647 925 5858

Mobile: +1 647 299 6160

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From: Assia Kattal <akattal@dmdroit.com>

Sent: March 21, 2025 1:23 PM

To: Hudson's Bay <HUDSONSBAY@ALVAREZANDMARSAL.COM>

Cc: François Daigle <fdaigle@dmdroit.com>

Subject: Glasses Gallery AI Vision Technology inc / ALVAREZ & MARSAL CANADA INC. / Hudson's Bay

Importance: High

Assia Kattal (akattal@dmdroit.com) vous a envoyé un message protégé.



[Lire le message](#)

En savoir plus sur les messages protégés par le chiffrement de messages
Microsoft Purview.

[Déclaration de confidentialité](#)

[En savoir plus](#) sur le chiffrement des e-mails.

Microsoft Corporation, One Microsoft Way, Redmond, WA 98052

APPENDIX F
Email Correspondence dated April 16, 2025

See attached.

Tiphanie Dunlop

From: Marks, Josh <jmarks@alvarezandmarsal.com>
Sent: Wednesday, April 16, 2025 10:55 AM
To: 'François Daigle'
Cc: 'Assia Kattal'; Gold, Zach; Karayannopoulos, Justin; 'Daniel Sobel'; 'sanjay.malhotra@hbc.com'
Subject: RE: Glasses Gallery AI Vision Technology inc

Hi François,

I will circulate a calendar invite for next week on Tuesday (April 22nd) at 4:30pm ET. Please let me know if an alternate time is preferred.

Best,
Josh

Josh Marks, CPA
Associate
Alvarez & Marsal Canada
Direct: +1 647 925 5858
Mobile: +1 647 299 6160

Alvarez & Marsal employs CPAs but is not a licensed CPA firm

From: François Daigle
Sent: April 16, 2025 9:01 AM
To: Marks, Josh
Cc: Assia Kattal
Subject: Glasses Gallery AI Vision Technology inc

• [EXTERNAL EMAIL]: Use Caution

Mr Marks

Sorry your e-mail came into my junk e-mails.

I am available for a call on Tuesday-Wednesday next week.

Regards



DAIGLE & MATTE

avocats • fiscalistes

François Daigle, avocat, M. Fisc.

Associé – Litige et fiscalité

Médiateur accrédité en médiation civile, commerciale et de travail

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fdaigle@dmdroit.com

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Trois-Rivières (Québec) G9A 2B4

www.daiglematte.com

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APPENDIX G
Quebec Proceedings

See attached.

CANADA

PROVINCE DE QUÉBEC
DISTRICT DE TROIS-RIVIÈRES

COUR DU QUÉBEC
(Chambre civile)

NO : 400-22-011943-251

GLASSES GALLERY AI VISION
TECHNOLOGY INC.

Demanderesse

c.

ALVAREZ & MARSAL CANADA INC. en sa
qualité de contrôleur de COMPAGNIE DE LA
BAIE D'HUDSON SRI

Défenderesse

**DEMANDE DU RENVOI DU DOSSIER PAR LA DEMANDERESSE
(CHANGEMENT DE JURIDICTION)
(Art. 167 C.p.c.)**

**À L'UN DES HONORABLES JUGES DE LA COUR DU QUÉBEC, SIÉGEANT EN
CHAMBRE DE PRATIQUE, DANS ET POUR LE DISTRICT DE TROIS-RIVIÈRES, LA
DEMANDERESSE EXPOSE RESPECTUEUSEMENT CE QUI SUIT :**

1. La demanderesse demande à cette honorable le renvoi de son dossier devant la Cour supérieure;
2. Le demandeur poursuit la défenderesse, en sa qualité de contrôleur de Compagnie de la Baie d'Hudson SRI, dans le cadre d'un recours en recouvrement de deniers tel qu'il appert du présent dossier;
3. La demanderesse a récemment modifié les conclusions de son recours afin d'y inclure notamment une ordonnance d'accomplir un acte visant la défenderesse, soit le paiement d'une somme d'argent à la demanderesse;
4. Ainsi, l'ajout de cette conclusion fait en sorte de tomber sous la compétence exclusive de la Cour supérieure en matière de conclusion de nature injonctive;
5. Par conséquent, la demanderesse est justifiée de demander que le dossier soit transféré à la Cour supérieure, district judiciaire de Trois-Rivières, vu la nature des conclusions recherchées à la demande introductive d'instance remodifiée;



6. La présente demande est bien fondée en faits et en droit.

POUR CES MOTIFS, PLAISE AU TRIBUNAL :

RENOYER le présent dossier et les parties devant la Cour Supérieure, du district judiciaire de Trois-Rivières sous un autre numéro dans la juridiction 17 ;

ORDONNER au greffier d'attribuer un autre numéro au présent dossier et de le transférer devant la Cour supérieure sous la section des dossiers litigieux 17;

PRONONCER toute autre ordonnance que la Cour jugera utile;

LE TOUT, sans frais sauf en cas de contestation.

Trois-Rivières, le 15 décembre 2025

(s) Daigle & Matte, avocats fiscalistes inc.

DAIGLE & MATTE, AVOCATS FISCALISTES INC
(M^e François Daigle, M. Fisc.)
(Me Zaccary Désaulniers)
Avocats de la demanderesse

COPIE CONFORME



DAIGLE & MATTE, AVOCATS FISCALISTES INC.



DÉCLARATION SOUS SERMENT

Je soussigné, ZACCARY DÉSAULNIERS, avocat, exerçant ma profession au 466A de la rue Bonaventure à Trois-Rivières, G9A 2B4, affirme solennellement que :

1. Je suis l'un des avocats de la demanderesse en la présente instance;
2. Tous les faits allégués dans la présente demande sont vrais et exacts à ma connaissance personnelle.

ET J'AI SIGNÉ :

(s) Zaccary Désaulniers

ZACCARY DÉSAULNIERS

Serment prêté devant moi
À Trois-Rivières, ce 15 décembre 2025

(s) Assia Kattal # 231 032

Commissaire à l'assermentation
pour le Québec

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DMAF inc

DAIGLE & MATTE, AVOCATS FISCALISTES INC.



**AVIS DE PRÉSENTATION EN DIVISION
DE PRATIQUE CIVILE (SALLE 2.24)**

Destinataires : **ALVAREZ & MARSAL CANADA INC.**
en sa qualité de contrôleur de
COMPAGNIE DE LA BAIE D'HUDSON SRI
Défenderesse

PRENEZ AVIS que la présente la demande, sera présentée en division de pratique civile de la Cour du Québec, en salle 2.24 du palais de justice de Trois-Rivières (850 rue Hart, Trois-Rivières, Québec), le **7 janvier 2026 à 9h30** ou aussitôt que conseil pourra être entendu.

VEUILLEZ AGIR EN CONSÉQUENCE.

Trois-Rivières, le 15 septembre 2025

(s) Daigle & Matte, avocats fiscalistes inc.

DAIGLE & MATTE, AVOCATS FISCALISTES INC
(M^e François Daigle, M. Fisc.)
(Me Zaccary Désaulniers)
Avocats de la demanderesse
Tél : 819-840-1881
Télec.: 819-840-1880
Courriel : fdaigle@dmdroit.com
Courriel : zdesaulniers@dmdroit.com
Notification : notification@dmdroit.com

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DAIGLE & MATTE, AVOCATS FISCALISTES INC.



COUR DU QUÉBEC
(Chambre civile)
DISTRICT DE TROIS-RIVIÈRES
N° : 400-22-011943-251

GLASSES GALLERY AI VISION TECHNOLOGY INC.,
personne morale ayant son siège social principal
au 2545 Sidbec sud, Trois-Rivières, province de
Québec, G8Z 4M6

Demanderesse

C.

ALVAREZ & MARSAL CANADA INC. en sa qualité
de contrôleur de **COMPAGNIE DE LA BAIE**
D'HUDSON SRI, personne morale ayant son siège
au 200, Bay Street, Suite 3501, PO Box 22, Toronto,
Ontario, M5J 2J1

Défenderesse

DEMANDE DU RENVOI DU DOSSIER PAR LA
DEMANDERESSE (CHANGEMENT DE JURIDICTION)

Code : BD4012

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DAIGLE & MATTE

avocats • fiscalistes

M^e François Daigle, M. Fisc.

M^e Zaccary Désaulniers

466A, rue Bonaventure

Trois-Rivières (Québec) G9A 2B4

Tél. : 819-840-1881 P. 230 (FD) | P. 247 (ZD) Fax : 819-840-1880

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CANADA

PROVINCE DE QUÉBEC
DISTRICT DE TROIS-RIVIÈRES

COUR DU QUÉBEC
(Chambre civile)

NO : 400-22-011943-251

**GLASSES GALLERY AI VISION
TECHNOLOGY INC.**, personne morale ayant
son siège social principal au 2545 Sidbec sud,
Trois-Rivières, province de Québec, G8Z 4M6

Demanderesse

c.

ALVAREZ & MARSAL CANADA INC. en sa
qualité de contrôleur de **COMPAGNIE DE LA
BAIE D'HUDSON SRI**, personne morale ayant
son siège au 200, Bay Street, Suite 3501,
PO Box 22, Toronto, Ontario, M5J 2J1

Défenderesse

**DEMANDE INTRODUCTIVE D'INSTANCE
[...] EN RECouvreMENT DE DENIERS MODIFIÉE EN DATE
DU 15 DÉCEMBRE 2025
(Articles 107 et 142 C.p.c)**

**À L'UN DES HONORABLES JUGES DE LA COUR DU QUÉBEC, SIÉGEANT EN
CHAMBRE DE PRATIQUE, DANS ET POUR LE DISTRICT DE TROIS-RIVIÈRES, LA
DEMANDERESSE EXPOSE RESPECTUEUSEMENT CE QUI SUIT :**

PARTIES

1. La demanderesse est une entreprise œuvrant dans le domaine de la lunetterie, son profil corporatif étant dénoncé au soutien des présentes comme pièce **P-1**;
2. La défenderesse Compagnie de la Baie d'Hudson SRI (ci-après « **HBC** ») est une entreprise œuvrant dans le secteur des commerces à rayon, tel qu'il appert d'une copie de l'État des renseignements d'une personne morale, dénoncée au soutien des présentes comme pièce **P-2**;
3. La défenderesse est présentement gérée par **ALVAREZ & MARSAL**, contrôleurs dans le cadre d'une LACC, laquelle est inapplicable à la créance en litige en vertu de l'ordonnance même d'ouverture de la LACC (receiving order);



FAITS

RELATION CONTRACTUELLE

4. Les parties ont conclu, le ou vers le 1^{er} février 2023, une entente par laquelle la demanderesse s'engageait à opérer son commerce dans les locaux de la défenderesse HBC, tel qu'il appert d'une copie de l'entente dénoncée au soutien des présentes comme pièce **P-3**;
5. Cette entente prévoyait que la défenderesse HBC encaissait les ventes de la demanderesse à même ses facultés d'encaissement et de perception, l'ensemble des sommes du chiffre d'affaires de la défenderesse, qu'elle détenait à titre de dépositaire seulement, se retrouvant entre ses mains temporairement;
6. Ainsi, après prélèvement de montants prévus contractuellement, la défenderesse redonnait à la demanderesse le fruit de ses ventes, qui jamais ne se retrouvait dans le patrimoine de la partie défenderesse HBC;
7. Notamment, la défenderesse HBC facturait et prélevait auprès de la demanderesse des frais tels que:
 - i. Dix pour cent (10 %) sur la vente de produits pour l'année 2023 (excluant les examens des yeux);
 - ii. Douze pour cent (12 %) sur la vente de produits pour l'année 2024 (excluant les examens des yeux);
 - iii. Plusieurs coûts d'utilisation des installations, tel des frais transactionnels, des frais administratifs, etc.
8. La demanderesse s'occupait notamment d'engager son propre personnel ainsi que ses propres inventaires;
9. La totalité des transactions effectuées dans le cadre des affaires de la demanderesse dans les locaux de la défenderesse était encaissée directement par la défenderesse HBC, qui à ce moment appliquait les frais contractuels sur les sommes encaissées temporairement, en vue de les remettre à leur propriétaire, la demanderesse;
10. Lorsque la défenderesse avait perçu ses frais sur les revenus de la demanderesse en vertu du contrat, elle devait remettre les sommes appartenant à la demanderesse à cette dernière, ce qu'elle omet présentement de faire, contrairement au contrat, et contrairement à la Loi;
11. En d'autres termes, les sommes générées par les activités de la demanderesse étaient encaissées « *en fiducie* » par la défenderesse pour que les frais contractuels soient appliqués;



12. Les sommes générées par la demanderesse lui appartiennent et n'ont jamais fait partie du patrimoine de la défenderesse HBC, qui refuse maintenant de les lui remettre, par pur opportunisme, en prétextant l'application de la LACC;

ORDONNANCE INITIALE SOUS LA L.A.C.C.

13. Le ou vers le 7 mai 2025, la demanderesse recevait un *Avis aux créanciers* en vertu de la *Loi sur les arrangements avec les créanciers des compagnies* (L.A.C.C.);
14. Le 7 mars 2025, la Cour supérieure de justice, sous la présidence de l'honorable juge Osborne, rendait un jugement d'*Ordonnance initiale* confirmant que la défenderesse était dès lors sous la protection de la L.A.C.C., tel qu'il appert d'une copie de l'ordonnance, dénoncée au soutien des présentes comme pièce **P-4**;
15. Cette ordonnance comprend une suspension de procédures (paragraphe 18), laquelle n'est pas totale, puisque l'ordonnance elle-même connaît et énonce des exceptions à la suspension de procédures, lesquelles sont invoquées aux présentes;

SOMMES DÉTENUES IRRÉGULIÈREMENT

16. Le 20 mars 2025, une lettre était transmise au contrôleur nommé en vertu de l'Ordonnance initiale, Alvarez & Marsal Canada inc., exigeant que les sommes appartenant à la demanderesse lui soient transmises dans les plus brefs délais;
17. En réponse à cette lettre, le contrôleur a indiqué que les sommes détenues ne seraient pas transmises puisqu'elles n'appartiendraient pas à la demanderesse, ce qui est en totale contravention de l'entente P-3 et du droit;
18. En effet, les sommes détenues en fiducie n'appartiennent pas à la défenderesse, ne lui ont jamais appartenu, et ne font pas partie de son patrimoine et ne sont pas soumises à l'*Ordonnance initiale*, et ce, pour les raisons exposées ci-bas;
19. En date de ce jour, les sommes appartenant à la demanderesse qui doivent lui revenir sont de SOIXANTE-DIX-SEPT MILLE NEUF CENT QUATRE-VINGT-ONZE DOLLARS ET SOIXANTE-DIX CENTS (77 991,70 \$), tel qu'il appert des états de compte dénoncés, en liasse, au soutien des présentes comme pièce **P-5**;

NON APPLICATION DE LA L.A.C.C.

20. Nonobstant le fait que les sommes actuellement détenues irrégulièrement ne font pas partie du patrimoine de la défenderesse puisque détenues en fiducie, considérant la nature des activités de la défenderesse, la Cour a indiqué au paragraphe 19 de l'Ordonnance initiale modifiée du 21 mars 2025 (**P-6**) que :



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

21. Or, le fait de détenir, sans les remettre à son propriétaire légitime (la demanderesse), des sommes qui ne lui appartiennent pas constitue, en ce qui concerne HBC, une activité irrégulière, soit l'opération de « *carry on any business which they are not lawfully entitled to carry on* »;
22. Nulle ordonnance ne justifie de détenir sans droit des sommes appartenant à un tiers sans son consentement, et il choque l'esprit que la partie défenderesse HBC puisse tenter de prétendre que l'ordonnance rendue par l'honorable juge Osborne le lui permet;
23. Au surplus, tel que mentionné par l'honorable juge Osborne, aucune ordonnance rendue par lui ne prohibe le dépôt d'une réclamation pour la revendication d'un privilège (*nothing in this Order shall (...) prevent the registration of a claim for lien.*);
24. La demanderesse n'est pas créancière de la défenderesse HBC, cette dernière étant fiduciaire de sommes qui appartiennent, en vertu de l'administration du bien d'autrui, au bénéficiaire de cette administration, soit la demanderesse, et doivent lui être remises en vertu des *articles 1365 et 1366 C.C.Q.*, en pleine propriété;
25. En effet, la partie demanderesse n'est pas une créancière de la partie défenderesse, en vertu de l'article 2 de la LACC, elle est propriétaire de sommes détenues par la débitrice, lesquelles ne seront jamais couvertes par la LACC, puisque le contrôleur ne peut les considérer comme des actifs de la débitrice;
26. La Cour, au paragraphe 23 de l'Ordonnance, indique également que :

«THIS COURT ORDERS that, notwithstanding anything else in this Order (other than pursuant to Section 9), no Person shall be prohibited from requiring immediate payment for goods, services, use of leased or licensed property or other valuable consideration provided on or after the date of the Initial Order, nor shall any



Person be under any obligation on or after the date of the Initial Order to advance or re-advance any monies or otherwise extend any credit to Hudson's Bay Canada. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.»

27. En conséquence, la demanderesse n'est aucunement tenue de prêter, ou autrement laisser entre les mains de HBC les sommes lui appartenant de plein droit, et ce, en vertu du jugement rendu par l'honorable Juge Osborne;
28. L'ordonnance initiale du 7 mars 2025 rendue par l'honorable juge Osborne ne s'applique donc pas à la réclamation de la défenderesse, n'a aucune force obligatoire envers la demanderesse quant aux biens lui appartenant et détenus par la partie défenderesse HBC, et ne génère aucune suspension de procédure en ce qui concerne la réclamation de la partie demanderesse;
29. La question posée à ce tribunal en est une de droit purement civil, laquelle serait de toute façon renvoyée devant un tribunal domestique du Québec en vertu de l'article 17 de la LACC;
30. La partie défenderesse considère erronément que le jugement de la LACC s'applique, et qu'il existe une suspension des procédures, sur une base qui demeure floue en ce qui concerne la demanderesse, vu les exceptions mentionnées spécifiquement par l'honorable juge Osborne, lesquelles s'appliquent intégralement à la situation de la demanderesse prohibant toute application de la suspension de procédures applicables à d'autres éléments;
31. La demanderesse considère que les parties sont dans une situation qui constitue une difficulté réelle entre les parties, ainsi que l'état du demandeur;

DISTRICT JUDICIAIRE

32. La demanderesse a reçu l'acceptation de son offre à contracter dans le district judiciaire de Trois-Rivières, seul compétent en vertu des *articles 1387 C.C.Q. et 42 C.P.C., alinéa 1*;
33. La présente demande est bien fondée en faits et en droit.

POUR CES MOTIFS, PLAISE AU TRIBUNAL:

ACCUEILLIR la présente demande introductive d'instance;

CONSTATER l'état de la demanderesse à titre de propriétaire des sommes représentant son chiffre d'affaires, détenu par la défenderesse HBC;

Supprimé [...];



Modifié **CONSTATER** que la demanderesse n'est aucunement soumise à la suspension de procédures prononcée par l'honorable juge Osborne dans l'ordonnance initiale de la LACC de HBC;

Modifié **ORDONNER** à la défenderesse à payer la somme de 77 991,70 \$ à la demanderesse, le tout avec les intérêts et l'indemnité additionnelle depuis l'assignation;

LE TOUT, avec frais de justice.

Trois-Rivières, le 15 décembre 2025

(s) Daigle & Matte, avocats fiscalistes inc.

DAIGLE & MATTE, AVOCATS FISCALISTES INC.

M^e François Daigle, M. Fisc.

Me Zaccary Désaulniers

Avocats de la demanderesse

466A, rue Bonaventure

Trois-Rivières (Québec) G9A 2B4


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Notification : notification@dmdroit.com

(Code d'impliqué : BD4012)

Notre  : 11914/53

COPIE CONFORME


DAIGLE & MATTE, AVOCATS FISCALISTES INC.



COUR DU QUÉBEC
(Chambre civile)
DISTRICT DE TROIS-RIVIÈRES
N° : 400-22-011943-251

GLASSES GALLERY AI VISION TECHNOLOGY INC.,
personne morale ayant son siège social principal
au 2545 Sidsbec sud, Trois-Rivières, province de
Québec, G8Z 4M6

Demanderesse

C.

ALVAREZ & MARSAL CANADA INC. en sa qualité
de contrôleur de **COMPAGNIE DE LA BAIE**
D'HUDSON SRI, personne morale ayant son siège
au 200, Bay Street, Suite 3501, PO Box 22, Toronto,
Ontario, M5J 2J1

Défenderesse

DEMANDE INTRODUCTIVE D'INSTANCE
EN RECOURS DE DENIERS MODIFIÉE EN DATE
DU 15 DECEMBRE 2025

Code : BD4012

COPIE CONFORME

N/☞ : 11914/53



DAIGLE & MATTE

avocats • fiscalistes

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APPENDIX H
Quebec Proceedings (English Translation)

See attached.

CANADA

PROVINCE OF QUEBEC
DISTRICT OF TROIS-RIVIÈRES

COURT OF QUEBEC
(Civil Division)

NO: 400-22-011943-251

GLASSES GALLERY AI VISION
TECHNOLOGY INC.

Plaintiff

C.

ALVAREZ & MARSAL **CANADA** INC. in its
capacity as monitor of COMPAGNIE DE LA
BAIE D'HUDSON SRI

Defendant

**APPLICATION BY THE PLAINTIFF TO TRANSFER THE CASE (CHANGE OF
JURISDICTION)**
(Art. 167 C.C.P.)

TO ONE OF THE HONOURABLE JUDGES OF THE COURT OF **QUEBEC**, SITTING
IN CHAMBER, IN AND FOR THE DISTRICT OF TROIS-RIVIÈRES, THE PLAINTIFF
RESPECTFULLY STATES THE FOLLOWING:

1. The plaintiff requests that this honourable court refer the present case to the Superior Court.
2. The plaintiff is suing the defendant, in his capacity as monitor of Hudson's Bay Company SRI, in a claim for recovery of money as appears from the present file;
3. The plaintiff recently amended the conclusions of its originating application to include, in particular, an order to direct the defendant to perform an act, namely the payment of a sum of money to the plaintiff;
4. Thus, the addition of this conclusion ensures that it falls within the exclusive jurisdiction of the Superior Court in matters of injunctive relief;
5. Consequently, the plaintiff is justified in requesting that the case be transferred to the Superior Court, judicial district of Trois-Rivières, given the nature of the conclusions sought in the amended originating application;



6. This application is well founded in fact and in law.

FOR THESE REASONS, MAY IT PLEASE THE COURT:

REFER this case and the parties to the Superior Court, Judicial District of Trois-Rivières, under a different number in jurisdiction 17;

ORDER the clerk to assign another number to this case and transfer it to the Superior Court under litigation section 17;

ISSUE any other order that the Court deems appropriate;

THE WHOLE, without costs except in the event of a challenge.

Trois-Rivières, December 15, 2025

(s) Daigle & Matte, Tax Lawyers Inc.

DAIGLE & MATTE, TAX LAWYERS INC
(François Daigle, Tax Lawyer)
(Me Zaccary Désaulniers)
Counsel for the plaintiff

CERTIFIED TRUE COPY

DAIGLE & MATTE, TAX LAWYERS INC.



SWORN STATEMENT

I, the undersigned, ZACCARY DÉSAULNIERS, attorney-at-law, practising at 466A Rue Bonaventure in Trois-Rivières, G9A 2B4, solemnly affirm that

1. I am one of the attorneys for the plaintiff in this proceeding;
2. All facts alleged in this application are true and accurate to the best of my personal knowledge.

AND I SIGNED:

(s) Zaccary Désaulniers

ZACCARY DÉSAULNIERS

Oath taken before me
In Trois-Rivières, on December 15, 2025

(s) Assia Kattal # 231 032

Commissioner of Oaths for
Quebec

CERTIFIED TRUE COPY

DÀIGLE & MATTE, TAX LAWYERS INC.



NOTICE OF PRESENTATION IN CIVIL
PRACTICE DIVISION (ROOM 2.24)

To: ALVAREZ & MARSAL CANADA INC.
in its capacity as monitor of
HUDSON'S BAY COMPANY SRI
Defendant

TAKE NOTICE that the present application will be heard in the civil division of the Court of Quebec, in room 2.24 of the Trois-Rivières courthouse (850 Hart Street, Trois-Rivières, Quebec), on January 7, 2026, at 9:30 a.m. or as soon as counsel can be heard.

GOVERN YOURSELF ACCORDINGLY.

Trois-Rivières, September 15, 2025


(s) Daigle & Matte, Tax Lawyers Inc.

DAIGLE & MATTE, TAX LAWYERS INC
(François Daigle, Tax
Lawyer) (Zaccary
Désaulniers, Lawyer)
Counsel for the plaintiff Tel:
819-840-1881
Fax: 819-840-1880
Email: fdaigle@dmdroit.com
Email: zdesaulniers@dmdroit.com
Notification: notification@dmdroit.com

CERTIFIED COPY


DAIGLE & MATTE. AVOCATS FISCALISTES INC.



<p>COURT OF QUEBEC (Civil Division) DISTRICT OF TROIS-RIVIÈRES No.: 400-22-0JJ 943-251</p>
<p>GLASSES GALLERY AI VISION TECHNOLOGY INC., a legal entity with its principal place of business at 2545 Sidbec Sud, Trois-Rivières, Province of Quebec, G8Z 4M6</p> <p>Plaintiff</p> <p>C.</p> <p>ALVAREZ & MARSAL CANADA INC. in its capacity as monitor of HUDSON'S BAY COMPANY SRL, a legal entity with its head office at 200 Bay Street, Suite 3501, PO Box 22, Toronto, Ontario, MSJ 2J1</p> <p>Defendant</p>
<p>APPLICATION BY PLAINTIFF FOR TRANSFER OF CASE (CHANGE OF JURISDICTION)</p>
<p><u>Code: BD4012</u></p> <p>CERTIFIED COPY</p> <p>N/ : 11914/53</p> <p></p> <p>DAIGLE & MATTE lawyers • tax specialists Me François Daigle, M. Fisc. Me Zaccary Désaulniers 466A Bonaventure Street Trois-Rivières (Quebec) G9A 2B4 Tel... 819-840-d 881 p. 230 (FD) p. 247 (ZD) Fax: 819-840-1880 Email: fdaigle@dmdroit.com Email: zdesaulniers@dmdroit.com Notification: notification@dmdroit.com</p>

CANADA
PROVINCE OF QUEBEC
DISTRICT OF TROIS-RIVIÈRES

COURT OF QUEBEC
(Civil DivisionChamber)

NO: 400-22-011943-251

**GLASSES GALLERY AI VISION
TECHNOLOGY INC.**, a legal entity with its
principal place of business at 2545 Sidbec Sud,
Trois-Rivières, Province of Quebec, G8Z 4M6

Plaintiff

v

ALVAREZ & MARSAL CANADA INC. in its
capacity as monitor of HUDSON'S BAY
COMPANY SRI, a legal entity with its
registered office at 200 Bay Street, Suite 3501,
PO Box 22, Toronto, Ontario, MSJ 2J1

Defendant

**ORIGINATING APPLICATION
[...] FOR RECOVERY OF FUNDS AMENDED ON
DECEMBER 15, 2025
(Articles 107 and 142 C.C.P.)**

**TO ONE OF THE HONOURABLE JUDGES OF THE COURT OF QUEBEC, SITTING
IN CHAMBER, IN AND FOR THE DISTRICT OF TROIS-RIVIÈRES, THE PLAINTIFF
RESPECTFULLY STATES THE FOLLOWING:**

PARTIES

1. The plaintiff is a company operating in the eyewear industry, its corporate profile being submitted in support of the present as Exhibit P-1;
2. The defendant, Hudson's Bay Company SRI (hereinafter "HBC"), is a company operating in the department store sector, as evidenced by a copy of the Statement of Information of a Legal Person, submitted in support of the present case as Exhibit P-2.
3. The defendant is currently managed by ALVAREZ & MARSAL, MONITOR under the CCAA, which is inapplicable to the claim in dispute pursuant to the CCAA receiving order;



FACTS

CONTRACTUAL RELATIONSHIP

4. On or around February 1, 2023, the parties entered into an agreement whereby the plaintiff undertook to operate its business on the premises of the defendant HBC, as evidenced by a copy of the agreement referred to in support of the present case as Exhibit P-3.
5. This agreement provided that the defendant HBC would collect the plaintiff's sales using its collection and receipt capabilities, with all of the defendant's sales revenues, which it held as a depositary only, temporarily remaining in its possession;
6. Thus, after deducting the amounts stipulated in the contract, the defendant returned to the plaintiff the proceeds of its sales, which never became part of the defendant HBC's assets.
7. In particular, the defendant HBC invoiced and deducted the following fees from the plaintiff:
 - i. Ten percent (10%) on the sale of products for the year 2023 (excluding eye exams);
 - ii. Twelve percent (12%) on product sales for the year 2024 (excluding eye exams);
 - iii. Various costs associated with the use of the facilities, such as transaction fees, administrative fees, etc.
8. The plaintiff was responsible for hiring its own staff and maintaining its own inventory.
9. All transactions carried out in connection with the plaintiff's business on the defendant's premises were collected directly by the defendant HBC, which at that time applied contractual fees to the amounts temporarily collected, in order to remitting them to their owner, the plaintiff;
10. When the defendant collected its fees from the plaintiff's income under the contract, it was required to remit the amounts belonging to the plaintiff to the latter, which it is currently failing to do, contrary to the contract and contrary to the Act;
11. In other words, the sums generated by the plaintiff's activities were collected "*in trust*" by the defendant so that the contractual fees could be applied;



12. The sums generated by the plaintiff belongs to the latter and have never been part of the assets of the defendant HBC, which now refuses to return them to the plaintiff, purely out of opportunism, under the pretext of applying the CCAA.

INITIAL ORDER UNDER THE CCAA

13. On or around May 7, 2025, the plaintiff received a *Notice to Creditors* under the *Companies' Creditors Arrangement Act (CCAA)*.
14. On March 7, 2025, the Superior Court of Justice, presided over by the Honourable Judge Osborne, issued an *Initial Order* confirming that the defendant was now under the protection of the CCAA, as evidenced by a copy of the order, filed in support of the present case as Exhibit P-4.
15. This order includes a stay of proceedings (paragraph 18), which is not total, since the order itself recognizes and sets out exceptions to the stay of proceedings, which are invoked herein;

SUMS HELD IRREGULARLY

16. On March 20, 2025, a letter was sent to the monitor appointed under the *Initial Order*, Alvarez & Marsal Canada Inc., demanding that the sums belonging to the plaintiff be transferred to it as soon as possible.
17. In response to this letter, the monitor indicated that the funds held would not be transferred because they did not belong to the plaintiff, which is in complete contravention of the P-3 agreement and the law;
18. The sums held in trust do not belong to the defendant, have never belonged to it, are not part of its assets, and are not subject to *the initial Order*, for the reasons set out below.
19. As of today, the sums belonging and owed to the plaintiff represent SEVENTY-SEVEN THOUSAND NINE HUNDRED AND NINETY-ONE DOLLARS AND SEVENTY CENTS (\$77,991.70), as shown in the account statements, *en liasse*, in support of the present as Exhibit P-5;

NON-APPLICATION OF THE C.C.A.A.

20. Notwithstanding the fact that the sums currently held irregularly are not part of the defendant's assets since they are held in trust, considering the nature of the defendant's activities, the Court stated in paragraph 19 of the Initial amended Order of March 21, 2025 (P-6) that:



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

21. However, holding, without returning them to their rightful owner (the plaintiff), sums that do not belong to HBC constitute, in the case of HBC, an unlawful activity, namely *"carrying on any business which they are not lawfully entitled to carry on."*
22. No order justifies unlawfully holding sums belonging to a third party without their consent, and it is shocking that the defendant HBC should attempt to claim that the order issued by the Honourable Justice Osborne allows it to do so.
23. Furthermore, as mentioned by the Honourable Judge Osborne, *"nothing in this Order shall (...) prevent the registration of a claim for lien"*.
24. The plaintiff is not a creditor of the defendant HBC, the latter being the trustee of sums that belong, by virtue of the administration of the property of others, to the beneficiary of that administration, namely the plaintiff, and must be remitted to the plaintiff in full ownership pursuant to *articles 1365 and 1366 C.C.Q.*
25. Indeed, the plaintiff is not a creditor of the defendant. Pursuant to section 2 of the CCAA, it is the owner of sums held by the debtor, which will never be covered by the CCAA, since the monitor cannot consider them to be assets of the debtor.
26. The Court, in paragraph 23 of the Order, also states that:

"THIS COURT ORDERS that, notwithstanding anything else in this Order (other than pursuant to Section 9), no Person shall be prohibited from requiring immediate payment for goods, services, use of leased or licensed property or other valuable consideration provided on or after the date of the Initial Order, nor shall and



Person be under any obligation on or after the date of the Initial Order to advance or re-advance any monies or otherwise extend any credit to Hudson's Bay Canada. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.

27. Consequently, the applicant is under no obligation to lend, or otherwise leave in the hands of HBC, the sums to which it is entitled by right, pursuant to the judgment rendered by the Honourable Justice Osborne.
28. The initial order of March 7, 2025, issued by the Honourable Judge Osborne, therefore does not apply to the defendant's claim, has no binding force on the plaintiff with respect to the property belonging to it and held by the defendant HBC, and does not result in any stay of proceedings with respect to the plaintiff's claim.
29. The question before this court is one of purely civil law, which would in any event be referred to a domestic court in Quebec pursuant to section 17 of the CCAA;
30. The defendant erroneously considers that the CCAA judgment applies and that there is a stay of proceedings on grounds that remain unclear with respect to the plaintiff, given the exceptions specifically mentioned by the Honourable Justice Osborne, which apply in full to the plaintiff's situation, prohibiting any application of the stay of proceedings applicable to other elements.
31. The plaintiff considers that the parties are in a situation that constitutes a real difficulty between the parties, as well as the plaintiff's status;

JUDICIAL DISTRICT

32. The plaintiff received acceptance of its offer to contract in the judicial district of Trois-Rivières, which has sole jurisdiction under *articles 1387 C.C.Q. and 42 C.P.C., paragraph 1*.
33. This application is well founded in fact and in law.

FOR THESE REASONS, THE COURT IS REQUESTED TO:

GRANT this application to institute proceedings;

FIND that the plaintiff is the owner of the sums representing its sales revenue held by the defendant HBC;

Deleted [...]



Amend
ed

FIND that the plaintiff is in no way subject to the stay of proceedings ordered by the Honourable Judge Osborne in the initial CCAA order of HBC;

ORDER the defendant to pay the sum of \$77,991.70 to the plaintiff, together with interest and additional compensation since the summons;

Amend
ed

THE WHOLE, with legal costs.

Trois-Rivières, December 15, 2025

(s) Daigle & Matte, Tax Lawyers Inc.

DAIGLE & MATTE, TAX LAWYERS INC.

Me François Daigle, M.Fisc.

Me Zaccary Désaulniers

Counsel for the plaintiff 466A

Bonaventure Street

Trois-Rivières, Quebec G9A 2B4

Tel.: 819-840-1881 | Fax: 819-840-1880

Email: fdaigle@dmdroit.com

Email: zdesaulniers@dmdroit.com

Notification: notification@dmdroit.com


(Code: BD4012)

Our : 11914/53

CERTIFIED COPY

DAIGLE & MATTE INC.
DAIGLE & MATTE. AVOCATS FISCALISTES INC.



<div>COURT OF QUEBEC (Civil Division) DISTRICT OF TROIS-RIVIÈRES No.: 400-22-011943-251</div>	<div>GLASSES GALLERY AI VISION TECHNOLOGY INC., a legal entity with its principal place of business at 2545 Sidbec Sud, Trois-Rivières, Province of Quebec, G8Z 4M6</div> <div>Defendant</div> <div>C.</div> <div>ALVARE7 & MARSAL CANADA INC. in its capacity as monitor of HUDSON'S BAY COMPANY SRI, a legal entity with its registered office at 200 Bay Street, Suite 3501, PO Box 22, Toronto, Ontario, MSJ 2J1</div> <div>Defendant</div>
<div>ORIGINATING APPLICATION FOR RECOVERY OF MONEY AMENDED ON DECEMBER 15, 2025</div>	
<div>Code: <u>BD4012</u></div> <div>N/FT:11B]4/53</div>	<div>CERTIFIED COPY</div> <div></div> <div><u>DAIGLE & MAGE</u></div> <div>Me François Daigle, M. Fisc Me Zaccary Désaulniers 466A, rue Bonaventure Trois-Rivières (Quebec) G9A 2B4 Tel.: 819-840-1881 ext. 230 (ID) ext. 247 (ZD) Fax: 819-840-1880 Email: fdaigle@dmdroit.com Email: zdesaulniers@dmdroit.com Notification: notification@dmdroit.com</div>

APPENDIX I

Letter from Stikeman Elliott dated December 23, 2025

See attached.

Amara Khy
Directe : 514-397-3099
akhy@stikeman.com

23 décembre 2025
Numéro de dossier : 012413.1975

PAR COURRIEL

Daigle & Matte, Avocats Fiscalistes Inc.
466A, rue Bonaventure
Trois-Rivières, QC G9A 2B4
Canada

À l'attention de : François Daigle (fdaigne@dmdroit.com)
Zaccary Désaulniers (zdesaulniers@dmdroit.com)
notification@dmdroit.com

Messieurs François et Zaccary,

Re: In the Matter of 1242939 B.C. Unlimited Liability Company, Cour supérieure de l'Ontario (Chambre commerciale), dossier de la Cour no. CV-25-00738613-00CL

Et Re: Glasses Gallery AI Vision Technologies Inc. c. Alvarez & Marsal Canada Inc. en sa qualité de contrôleur de Compagnie de la Baie d'Hudson SRI, Cour du Québec (district de Trois-Rivières), no. 400-22-011943-251 (la "Réclamation")

Nous agissons à titre d'avocats pour 1242939 B.C. Unlimited Liability Company (anciennement connue sous le nom de Hudson's Bay Company ULC) (« **HBC ULC** ») ainsi que pour certaines de ses sociétés affiliées (collectivement, les « **Demanderesse**s »). Nous accusons réception de la *Demande introductive d'instance [...] en recouvrement de deniers* déposée par Glasses Gallery AI Vision Technologies Inc. (« **Glasses Gallery** ») (la « **Demande introductive** ») ainsi que de la *Demande du renvoi du dossier par la demanderesse (changement de juridiction)*, chacune datée du 15 décembre 2025, relativement à la Réclamation mentionnée ci-dessus.

Comme vous le savez, le 7 mars 2025 (la « **Date de dépôt** »), les Demanderesse ont sollicité et obtenu la protection contre leurs créanciers en vertu de la *Loi sur les arrangements avec les créanciers des compagnies* (la « **LACC** ») conformément à une ordonnance rendue par la Cour supérieure de justice de l'Ontario (Chambre commerciale) (la « **Cour LACC** », et ladite ordonnance, telle que modifiée et reformulée le 21 mars 2025, l'« **Ordonnance initiale modifiée** » ou « **OIM** »). Certaines protections prévues par l'OIM s'étendent aux parties visées par la suspension qui ne sont pas des Demanderesse (collectivement avec les Demanderesse, « **Hudson's Bay Canada** »).

Alvarez & Marsal Canada Inc. a été nommé contrôleur des Demanderesse dans le cadre des procédures sous la LACC (en cette qualité, le « **Contrôleur** »). Comme il sera expliqué plus en détail ci-dessous, le Contrôleur n'assume pas la gestion ni le contrôle des activités et opérations des Demanderesse, et il n'est pas en possession ni en contrôle des actifs des Demanderesse.

L'OIM prévoit, aux paragraphes 18 et 19, qu'aucune procédure ou mesure d'exécution devant un tribunal ou un organisme ne peut être intentée ou poursuivie contre ou à l'égard de Hudson's Bay Canada ou du Contrôleur pendant la Période de suspension, sauf avec le consentement écrit préalable de Hudson's Bay Canada et du Contrôleur, ou avec l'autorisation de la Cour LACC.¹ Nous reproduisons ci-dessous la traduction des paragraphes 18 et 19 de l'OIM (l'OIM originale est uniquement en anglais) :

SUSPENSION DES PROCÉDURES

18. LA COUR ORDONNE qu'à compter de maintenant et jusqu'au 15 mai 2025 inclusivement, ou jusqu'à toute date ultérieure que la Cour pourra ordonner (la « Période de suspension »), aucune procédure ou mesure d'exécution devant un tribunal ou un organisme (chacune, une « Procédure ») ne pourra être intentée ou poursuivie contre ou à l'égard de Hudson's Bay Canada ou du Contrôleur, ou leurs employés, administrateurs, conseillers, dirigeants et représentants agissant en cette qualité, ni affecter les Activités ou les Biens, sauf avec le consentement écrit de Hudson's Bay Canada et du Contrôleur, ou avec l'autorisation de la Cour. Toute Procédure actuellement en cours contre ou à l'égard de Hudson's Bay Canada ou de leurs employés, administrateurs, dirigeants ou représentants agissant en cette qualité, ou affectant les Activités et les Biens de Hudson's Bay Canada, est par les présentes suspendue jusqu'à nouvel ordre de la Cour.

INTERDICTION D'EXERCER DES DROITS OU RECOURS

19. LA COUR ORDONNE que, pendant la Période de suspension, tous les droits et recours de toute personne physique ou morale, organisme gouvernemental ou autre entité (collectivement, les « Personnes » et individuellement, une « Personne ») contre ou à l'égard de Hudson's Bay Canada ou du Contrôleur, ou leurs employés, administrateurs, dirigeants, conseillers et représentants agissant en cette qualité, ou affectant les Activités ou les Biens de Hudson's Bay Canada, sont par les présentes suspendus, sauf avec le consentement écrit préalable de Hudson's Bay Canada et du Contrôleur, ou avec l'autorisation de la Cour, étant entendu que rien dans la présente ordonnance (a) n'autorise Hudson's Bay Canada à exercer une activité qu'elle n'est pas légalement habilitée à exercer, (b) n'affecte les enquêtes, actions, poursuites ou procédures d'un organisme de réglementation permises par l'article 11.1 de la LACC, (c) n'empêche le dépôt d'un enregistrement visant à préserver ou parfaire une sûreté, ou (d) n'empêche l'enregistrement d'une réclamation pour privilège.

La Période de suspension est entrée en vigueur à 00 h 01 (heure de Toronto) le 7 mars 2025 et était initialement prévue jusqu'au 17 mars 2025. La Cour LACC a depuis prolongé la Période de suspension jusqu'au 31 mars 2026 inclusivement. Hudson's Bay Canada entend demander d'autres prolongations de la Période de suspension au besoin.

L'OIM ne prévoit aucune exception permettant à Glasses Gallery d'intenter une poursuite en lien avec la Réclamation. En conséquence, la Réclamation est suspendue à l'égard de Hudson's Bay Canada et du Contrôleur tant que la suspension des procédures n'a pas été levée.

¹ Les termes avec une majuscule dans la présente lettre qui ne sont pas autrement définis ont le sens qui leur est attribué dans l'OIM.

Nous vous prions de confirmer, au plus tard le 29 décembre 2025, que Glasses Gallery se désistera immédiatement de la Réclamation à l'égard de Hudson's Bay Canada et du Contrôleur, et que cette réclamation ne sera pas poursuivie ni redéposée tant que la suspension des procédures n'aura pas été levée. Si la Réclamation n'est pas immédiatement retirée : (a) Hudson's Bay Canada pourra informer la Cour du Québec et/ou la Cour supérieure du Québec que la Réclamation est suspendue et qu'elle a été introduite en contravention de l'OIM; et (b) Hudson's Bay Canada se réserve le droit de demander des mesures de redressement à la Cour LACC et de recouvrer auprès de Glasses Gallery tous les frais engagés pour obtenir ces ordonnances.

Nous notons que la Demande introductive soutient que l'OIM ne s'applique pas à la Réclamation. Cette position est erronée. L'OIM a un effet pancanadien.² Cela signifie que la suspension des procédures est en vigueur au Québec et que toute demande visant à lever la suspension doit être présentée devant la Cour LACC. Nous notons en outre que la jurisprudence (y compris des décisions de la Cour suprême du Canada) établit que les questions relatives à un débiteur insolvable doivent être traitées conformément au principe du « contrôle unique ».³ Ce principe signifie que la Cour LACC — et non une cour du Québec — est le tribunal compétent pour les questions concernant Hudson's Bay Canada, y compris toute réclamation alléguant l'existence d'une fiducie.

HBC ULC ne détient pas de fonds en fiducie

HBC ULC n'a pas détenu (et ne détient pas) les produits générés par la vente de marchandises fournies par Glasses Gallery en fiducie pour le bénéfice de Glasses Gallery. L'entente pertinente entre HBC ULC et « Glasses Gallery Canada Inc. » n'impose aucune telle obligation à HBC ULC. Aucun compte bancaire distinct n'existait pour détenir les produits de vente avant la Date de dépôt, et aucun compte bancaire distinct n'existait après la Date de dépôt.

Les produits générés par la vente de marchandises fournies par Glasses Gallery ont été versés dans un compte général et mélangés à d'autres fonds. Dans la mesure où des produits de vente auraient été initialement détenus en fiducie ou destinés à être détenus en fiducie par HBC ULC (ce que HBC ULC ne reconnaît pas), toute telle fiducie a été éteinte, car aucune certitude quant à l'objet ne peut être établie. En conséquence, tout produit de vente non remis constitue une créance ordinaire non garantie due par HBC ULC à Glasses Gallery. Cela ferait de Glasses Gallery un créancier non garanti de HBC ULC.

Si HBC ULC détermine qu'il est approprié de mettre en place un processus de réclamations pour administrer les créances antérieures à la Date de dépôt contre HBC ULC, et si la Cour approuve un tel processus, Glasses Gallery aurait alors la possibilité de soumettre sa réclamation relative aux produits de vente non remis pour détermination. À ce stade, il semble peu probable qu'un processus de réclamation visant les créances non garanties soit mis en œuvre, car il n'est pas prévu que les créanciers non garantis obtiennent un quelconque recouvrement de la succession de HBC ULC.

Le Contrôleur n'a pas géré et ne gère pas les activités de HBC ULC

La Demande introductive décrit le Contrôleur comme « gérant » HBC ULC. Cette affirmation est incorrecte. La LACC est une loi sur l'insolvabilité fondée sur le principe de la possession par le débiteur (*debtor-in-possession*). Le conseil d'administration de HBC ULC continue de gérer les Activités de HBC ULC. Nous attirons votre attention sur le paragraphe 33 de l'OIM, qui prévoit explicitement que le Contrôleur n'est pas un gestionnaire de Hudson's Bay Canada (il s'agit, encore une fois, d'une traduction de l'anglais) :

33. LA COUR ORDONNE que le Contrôleur ne prendra pas possession des Biens de Hudson's Bay Canada et ne participera en aucune manière à la gestion ou à la supervision de la gestion des Activités de Hudson's

² LACC, art. 16.

³ Voir e.g. *Sam Lévy & Associés Inc. c. Azco Mining Inc.*, 2001 CSC 92.

Bay Canada et ne sera pas réputé, du fait de l'exécution de ses obligations en vertu des présentes, avoir pris ou conservé la possession ou le contrôle des Activités ou des Biens de Hudson's Bay Canada, ou de toute partie de ceux-ci. (*nous soulignons*)

Nous avons transmis copie de la présente lettre au Contrôleur nommé par la Cour ainsi qu'à ses avocats. Le Contrôleur tient un site web relatif aux procédures sous la LACC à l'adresse suivante : alvarezandmarsal.com/HudsonsBay. Une copie de l'OIM et de toute ordonnance prolongeant la suspension des procédures peut être consultée sur le site web du Contrôleur.

Dans l'attente de votre confirmation, veuillez agréer l'expression de nos salutations distinguées.



Amara Khy
Stikeman Elliott

cc: Franco Perugini (franco.perugini@saks.com) *Hudson's Bay*
Nick Avis (navis@stikeman.com) *avocat de Hudson's Bay*
Justin Karayannopoulos (jkarayannopoulos@alvarezandmarsal.com) *Contrôleur*
Zach Gold (zgold@alvarezandmarsal.com) *Contrôleur*
Thomas Gray (grayt@bennettjones.com) *avocat du Contrôleur*

APPENDIX J

Letter from Stikeman Elliott dated December 23, 2025 (English Translation)

See attached.

Amara Khy
Direct: 514-397-3099 akhy@stikeman.com

December 23, 2025
File number: 012413.1975

BY EMAIL

Daigle & Matte, Tax Lawyers Inc. 466A
Bonaventure Street
Trois-Rivières, QC G9A 2B4
Canada

Attention: François Daigle (fdaigne@dmdroit.com)
Zaccary Désaulniers (zdesaulniers@dmdroit.com)
notification@dmdroit.com

Dear François and Zaccary,

Re: In the Matter of 1242939 B.C. Unlimited Liability Company, Ontario Superior Court (Commercial Division), Court File No. CV-25-00738613-00CL

Re: Glasses Gallery AI Vision Technologies Inc. v. Alvarez & Marsal Canada Inc. in its capacity as monitor of Hudson's Bay Company SRI, Court of Quebec (District of Trois-Rivières), No. 400-22-011943-251 (the "Claim")

We are acting as attorneys for 1242939 B.C. Unlimited Liability Company (formerly known as Hudson's Bay Company ULC) ("**HBC ULC**") and certain of its affiliates (collectively, the "Applicants"). We acknowledge receipt of the *Originating Application [...] for recovery of funds* filed by Glasses Gallery AI Vision Technologies Inc. ("**Glasses Gallery**") (the "**Originating Application**") and the Application by the *Plaintiff to Transfer the Case (Change of Jurisdiction)*, both dated December 15, 2025, in connection with the above-mentioned Claim.

As you know, on March 7, 2025 (the "**Filing Date**"), the Applicants sought and obtained protection from their creditors under the *Companies' Creditors Arrangement Act* (the "**CCAA**") pursuant to an order issued by the Ontario Superior Court of Justice (Commercial Division) (the "**CCAA Court**," and such order, as amended and restated on March 21, 2025, the "**Amended Initial Order**" or "**AIO**"). Certain protections provided by the AIO extend to parties affected by the stay that are not Applicants (collectively with the Applicants, "**Hudson's Bay Canada**").

Alvarez & Marsal Canada Inc. has been appointed as the monitor of the Applicants in the CCAA proceedings (in that capacity, the "**Monitor**"). As will be explained in more detail below, the Monitor does not assume management or control of the Applicants' activities and operations and does not possess or control the Applicants' assets.

Paragraphs 18 and 19 of the AIO provide that no proceedings or enforcement measures before a court or agency may be brought or pursued against or in respect of Hudson's Bay Canada or the Monitor during the Stay Period, except with the prior written consent of Hudson's Bay Canada and the Monitor, or with the authorization of the CCAA Court.¹ Below is a translation of paragraphs 18 and 19 of the AIO (the original AIO is in English only):

STAY OF PROCEEDINGS

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

NO EXERCISE OF RIGHTS OR REMEDIES

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

The Stay Period came into effect at 12:01 a.m. (Toronto time) on March 7, 2025, and was initially scheduled to last until March 17, 2025. The CCAA Court has since extended the Stay Period to March 31, 2026, inclusive. Hudson's Bay Canada intends to apply for further extensions of the Stay Period as necessary.

The AIO does not provide for any exception allowing Glasses Gallery to institute an originating application in connection with the Claim. Accordingly, the Claim is suspended with respect to Hudson's Bay Canada and the Monitor until the suspension of proceedings is lifted.

¹ Capitalized terms used in this letter that are not otherwise defined shall have the meanings assigned to them in the AIO.

Please confirm, no later than December 29, 2025, that Glasses Gallery will immediately withdraw the Claim against Hudson's Bay Canada and the Monitor, and that this claim will not be pursued or refiled until the stay of proceedings has been lifted. If the Claim is not immediately withdrawn: (a) Hudson's Bay Canada may inform the Court of Quebec and/or the Superior Court of Quebec that the Claim is suspended and that it was filed in violation of the AIO; and (b) Hudson's Bay Canada reserves the right to seek relief from the CCAA Court and to recover from Glasses Gallery all costs incurred in obtaining such orders.

We note that the Originating Application argues that the AIO does not apply to the Claim. This position is incorrect. The AIO has Canada-wide effect.² This means that the stay of proceedings is in effect in Quebec and that any application to lift the stay must be brought before the CCAA Court. We further note that case law (including decisions of the Supreme Court of Canada) establishes that matters relating to an insolvent debtor must be dealt with in accordance with the "single proceeding model" principle.³ This principle means that the CCAA Court—and not a Quebec court—is the competent court for matters concerning Hudson's Bay Canada, including any claim alleging the existence of a trust.

HBC ULC does not hold funds in trust

HBC ULC did not hold (and does not hold) the proceeds generated by the sale of merchandise supplied by Glasses Gallery in trust for the benefit of Glasses Gallery. The relevant agreement between HBC ULC and "Glasses Gallery Canada Inc." does not impose any such obligation on HBC ULC. No separate bank account existed to hold the proceeds of sale prior to the Filing Date, and no separate bank account existed after the Filing Date.

The proceeds generated from the sale of merchandise supplied by Glasses Gallery were deposited into a general account and commingled with other funds. To the extent that any sales proceeds were initially held in trust or intended to be held in trust by HBC ULC (which HBC ULC does not acknowledge), any such trust has been extinguished, as no certainty as to the purpose can be established. Consequently, any unpaid sales proceeds constitute an unsecured ordinary claim owed by HBC ULC to Glasses Gallery. This would make Glasses Gallery an unsecured creditor of HBC ULC.

If HBC ULC determines that it is appropriate to implement a claims process to administer claims against HBC ULC that arose prior to the Filing Date, and if the Court approves such a process, Glasses Gallery would then have the opportunity to submit its claim relating to the unremitted sales proceeds for determination. At this stage, it appears unlikely that a claims process for unsecured claims will be implemented, as it is not expected that unsecured creditors will receive any recovery from the estate of HBC ULC.

The Monitor did not and does not manage the activities of HBC ULC

The Originating Application describes the Monitor as "managing" HBC ULC. This statement is incorrect. The CCAA is an insolvency law based on the principle of debtor-in-possession. The board of directors of HBC ULC continues to manage the Activities of HBC ULC. We draw your attention to paragraph 33 of the AIO, which explicitly states that the Monitor is not a manager of Hudson's Bay Canada:

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

² CCAA, s. 16.

³ See e.g. *Sam Lévy & Associates Inc. v. Azco Mining Inc.*, 2001 SCC 92.

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We have forwarded a copy of this letter to the Court-appointed Monitor and its counsel. The Monitor maintains a website relating to the CCAA proceedings at alvarezandmarsal.com/HudsonsBay. A copy of the AIO and any order extending the stay of proceedings can be found on the Monitor's website.

We look forward to your confirmation.



Amara Khy
Stikeman Elliott

cc: Franco Perugini (franco.perugini@saks.com) *Hudson's Bay*
Nick Avis (navis@stikeman.com) *Hudson's Bay lawyer*
Justin Karayannopoulos (jkarayannopoulos@alvarezandmarsal.com) *Monitor*
Zach Gold (zgold@alvarezandmarsal.com) *Monitor*
Thomas Gray (grayt@bennettjones.com) *Counsel for the Monitor*

APPENDIX K

Letter from Bennett Jones dated January 5, 2026

See attached.



Bennett Jones

Bennett Jones S.E.N.C.R.L., s.r.l.

900 Boulevard de Maisonneuve O, Bureau 1800

Montréal, Québec, H3A 0A8 Canada

T: 514.985.4500

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Pascale Dionne-Bourassa

Associée directrice - Montréal

Ligne directe: 514.985.4510

Courriel: bourassap@bennettjones.com

Le 5 janvier 2026

PAR COURRIEL

Daigle & Matte, Avocats Fiscalistes Inc.
466A, rue Bonaventure
Trois-Rivières, QC G9A 2B4

**Attention: Me François Daigle
Me Zaccary Désaulniers**

Objet: Glasses Gallery AI Vision Technology Inc. c. Alvarez & Marsal Canada Inc. en sa qualité de contrôleur de Compagnie de la Baie D'Hudson SRI – No: 400-22-011943-251

Me Daigle, Me Désaulniers,

Bennett Jones LLP représente Alvarez & Marsal Canada Inc. (« **A&M** »), le contrôleur nommé par le tribunal (en cette qualité, le « **Contrôleur** ») de 1242939 B.C. Unlimited Liability Company (anciennement connue sous le nom de Hudson's Bay Company ULC) (« **HBC ULC** ») et de certaines de ses filiales (collectivement, les « **Demandeurs** ») dans le cadre de leurs procédures en cours en vertu de la *Loi sur les arrangements avec les créanciers des compagnies* (la « **LACC** »).

A&M a reçu pour la première fois une copie de la *Demande introductive d'instance [...] en recouvrement de derniers* modifiée en date du 15 décembre 2025 et de la *Demande du renvoi du dossier par la demanderesse (changement de juridiction)*, le 16 décembre 2025. La réclamation intentée par Glasses Gallery AI Vision Technology Inc. (« **Glasses Gallery** ») est dirigée contre A&M, en sa qualité de Contrôleur des Demandeurs.

A&M n'a jamais reçu signification de la Demande introductive d'instance originale. Aussi, bien que vous ayez clairement connaissance des procédures en vertu de la LACC et que vous devriez donc également être conscients qu'A&M est représentée par avocat, nous notons également que Bennett Jones, en tant que procureur du Contrôleur, n'a reçu aucun document de votre part. Nous comprenons que les Demandeurs et leurs avocats n'ont également rien reçu.

Le délai pour déposer une Réponse (30 jours) (qui confirmera, entre autres, au tribunal qu'A&M a l'intention de contester la juridiction des tribunaux du Québec sur cette affaire) n'est pas expiré et pourtant, vous tentez de présenter une Demande de changement de district le 7 janvier prochain.

L'objectif de cette lettre est de vous informer que la compétence des tribunaux québécois (qu'il s'agisse de la Cour du Québec ou de la Cour supérieure du Québec) est contestée par A&M pour les raisons exposées dans la présente. De plus, et sans préjudice au droit d'A&M de contester la compétence des tribunaux québécois, nous réaffirmons que, comme vous en avez déjà été informé, la réclamation intentée par votre cliente constitue une violation directe des ordonnances rendues par la Cour supérieure de justice de l'Ontario (liste commerciale), qui supervise les procédures en vertu de la LACC des Demandeurs (en cette qualité, la « **Cour LACC** »), et la réclamation de Glasses Gallery ainsi que toutes les mesures de redressement connexes demandées doivent être immédiatement retirées. La juridiction compétente pour introduire toute réclamation contre les Demandeurs est la Cour LACC.

Une grande partie des informations fournies ci-dessous vous a déjà été communiquée par les avocats des Demandeurs dans leur lettre à votre attention datée et transmise le 23 décembre 2025 (la « **Lettre du 23 décembre** »). Comme cette lettre a été ignorée par vous, nous réitérons certaines informations ci-dessous :

- Les Demandeurs ont sollicité et obtenu une protection en vertu de la LACC le 7 mars 2025 conformément à une ordonnance (l'« **Ordonnance initiale** ») qui, entre autres, a nommé A&M en tant que Contrôleur et a ordonné une suspension générale des procédures en faveur des Demandeurs et du Contrôleur (la « **Suspension des procédures** »). L'Ordonnance initiale a été modifiée et reformulée par une ordonnance datée du 21 mars 2025 (l'« **Ordonnance initiale modifiée et reformulée** ») ;
- La LACC est une législation fédérale, et toutes les ordonnances rendues par la Cour LACC dans le cadre des procédures en vertu de la LACC ont un effet à l'échelle nationale. La jurisprudence est également claire à travers le Canada (y compris au Québec) que le « modèle de procédure unique » s'applique aux procédures d'insolvabilité, et qu'une cour LACC, en tant que cour nationale, devrait entendre tout litige concernant une entreprise insolvable ;
- Comme vous en avez déjà été informé par l'avocat des Demandeurs, la Suspension des procédures en faveur des Demandeurs et du Contrôleur continue d'être en vigueur. En particulier, aux paragraphes 18 et 19, l'Ordonnance initiale modifiée et reformulée stipule **qu'aucune procédure ou processus d'exécution devant un tribunal ou un organisme** ne peut être engagé ou poursuivi contre ou à l'égard de Hudson's Bay Canada (ce qui inclut tous les Demandeurs) **ou** du Contrôleur pendant la « Période de suspension », sauf avec le consentement écrit préalable des Demandeurs **et** du Contrôleur, ou l'autorisation de la Cour LACC. Ces paragraphes sont reproduits ci-dessous en anglais, et une copie de l'Ordonnance initiale modifiée et reformulée est jointe en annexe « B » à la présente ;

STAY OF PROCEEDINGS

18. THIS COURT ORDERS that until and including May 15, 2025, or such later date as this Court may order (the “Stay Period”), no proceeding or enforcement process in any court or



tribunal (each, a “Proceeding”) shall be commenced or continued against or in respect of Hudson’s Bay Canada or the Monitor, or their respective employees, directors, advisors, officers and representatives acting in such capacities, or affecting the Business or the Property, except with the written consent of Hudson’s Bay Canada and the Monitor, or with leave of this Court, and any and all Proceedings currently under way against or in respect of Hudson’s Bay Canada or their employees, directors, officers or representatives acting in such capacities, or affecting Hudson’s Bay Canada’s Business and Hudson’s Bay Canada’s Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

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

- La Période de suspension a été prolongée à quelques reprises par la Cour LACC, la dernière fois jusqu'au 31 mars 2026, conformément à une ordonnance datée du 11 décembre 2025. Une copie de l'Ordonnance du 11 décembre est jointe en annexe « C » à la présente. À moins d'obtenir le consentement à la **fois** des Demandeurs **et** du Contrôleur, ou d'obtenir l'autorisation de la Cour LACC (et non d'un tribunal québécois) pour lever la Suspension des procédures, il n'existe aucune exception à la Suspension des procédures qui permettrait à Glasses Gallery de poursuivre sa réclamation. L'Ordonnance initiale modifiée et reformulée ainsi que la LACC elle-même sont claires : toutes les procédures engagées ou susceptibles d'être engagées sont suspendues ; une clause dans un contrat antérieur au dépôt ne peut pas constituer une exception à la Suspension des procédures, et même si cela était possible (ce qui ne l'est pas), le Contrôleur et les Demandeurs ne consentent pas (et n'ont jamais consenti à aucun moment) ;



- De plus, contrairement à l'affirmation de Glasses Gallery, la LACC est une loi sur l'insolvabilité fondée sur le principe de la possession par le débiteur (*debtor-in-possession*), et les Demandeurs ne sont pas gérés par le Contrôleur. Le Contrôleur est un officier neutre de la cour chargé de superviser les procédures en vertu de la LACC, et non de gérer les Demandeurs. L'Ordonnance initiale modifiée et reformulée clarifie le rôle du Contrôleur, notamment au paragraphe 33, qui stipule ;

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

- L'Ordonnance initiale modifiée et reformulée prévoit également que le Contrôleur ne saurait engager sa responsabilité en raison de sa nomination, sauf en cas de négligence grave ou de faute intentionnelle de sa part :

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

Ainsi, la réclamation de Glasses Gallery à l'encontre du Contrôleur est totalement inappropriée.

Comme vous le savez, ni les Demandeurs ni le Contrôleur n'ont consenti à ce que Glasses Gallery intente une réclamation. En fait, comme mentionné ci-dessus, l'avocat des Demandeurs vous a adressé la Lettre du 23 décembre afin, entre autres : (i) de confirmer que la Suspension des procédures s'applique et que toute requête visant à lever la suspension doit être présentée devant la Cour LACC ; (ii) de réitérer que le Contrôleur ne gère pas les Demandeurs ; et (iii) de demander que la réclamation de Glasses Gallery soit immédiatement retirée et que Glasses Gallery en informe les parties concernées au plus tard le 29 décembre 2025.

N'ayant reçu aucune réponse à la Lettre du 23 décembre, Bennett Jones a appelé et laissé un message vocal à Me Daigle, et a envoyé un courriel à Me Daigle le 31 décembre 2025, demandant un appel d'urgence. Cette correspondance est également restée sans réponse.

Pour les raisons décrites ci-dessus, la réclamation de Glasses Gallery constitue une violation de la Suspension des procédures (et indépendamment de la Suspension des procédures, A&M n'est pas une partie appropriée à toute réclamation contre HBC ULC). Dans la mesure où Glasses Gallery souhaite demander l'autorisation de poursuivre sa réclamation, elle doit déposer une requête devant la Cour LACC – ni la Cour du Québec ni la Cour supérieure du Québec n'ont compétence.



Toutes ces informations vous ont été communiquées il y a près de deux semaines, et nous avons fait des efforts pour vous joindre afin de discuter directement avec vous. Vous n'avez pas retiré la réclamation de votre client avant le 29 décembre 2025, et les Demandeurs ainsi que le Contrôleur ont engagé des frais à cet égard. Dans la mesure où votre cliente ne retire pas immédiatement sa réclamation, nous assisterons à l'audience du 7 janvier 2026 devant la Cour du Québec pour aborder cette question et informer la Cour qu'A&M notifiera en temps opportun une demande préliminaire pour contester la compétence des tribunaux québécois, ce qui entraînera des frais supplémentaires.

Nous nous attendons à ce que, si la réclamation de votre cliente n'est pas immédiatement retirée, les Demandeurs et le Contrôleur réclament les coûts encourus contre votre cliente, votre cabinet et vous personnellement devant la Cour LACC. Le Contrôleur réserve tous ses droits à cet égard.

Nous espérons que ces actions ne seront pas nécessaires. Nous vous appellerons aujourd'hui pour discuter davantage de cette affaire.



Pascale Dionne-Bourassa

cc : Mike Shakra et Thomas Gray, Bennett Jones LLP
Al Hutchens et Greg Karpel, Alvarez & Marsal Canada Inc.
Elizabeth Pillon et Nick Avis, Stikeman Elliott LLP

Annexe « A »

Lettre du 23 décembre adressée à Daigle & Matte par Stikeman Elliott

Amara Khy
Directe : 514-397-3099
akhy@stikeman.com

23 décembre 2025
Numéro de dossier : 012413.1975

PAR COURRIEL

Daigle & Matte, Avocats Fiscalistes Inc.
466A, rue Bonaventure
Trois-Rivières, QC G9A 2B4
Canada

À l'attention de : François Daigle (fdaigne@dmdroit.com)
Zaccary Désaulniers (zdesaulniers@dmdroit.com)
notification@dmdroit.com

Messieurs François et Zaccary,

Re: In the Matter of 1242939 B.C. Unlimited Liability Company, Cour supérieure de l'Ontario (Chambre commerciale), dossier de la Cour no. CV-25-00738613-00CL

Et Re: Glasses Gallery AI Vision Technologies Inc. c. Alvarez & Marsal Canada Inc. en sa qualité de contrôleur de Compagnie de la Baie d'Hudson SRI, Cour du Québec (district de Trois-Rivières), no. 400-22-011943-251 (la "Réclamation")

Nous agissons à titre d'avocats pour 1242939 B.C. Unlimited Liability Company (anciennement connue sous le nom de Hudson's Bay Company ULC) (« **HBC ULC** ») ainsi que pour certaines de ses sociétés affiliées (collectivement, les « **Demanderesse**s »). Nous accusons réception de la *Demande introductive d'instance [...] en recouvrement de deniers* déposée par Glasses Gallery AI Vision Technologies Inc. (« **Glasses Gallery** ») (la « **Demande introductive** ») ainsi que de la *Demande du renvoi du dossier par la demanderesse (changement de juridiction)*, chacune datée du 15 décembre 2025, relativement à la Réclamation mentionnée ci-dessus.

Comme vous le savez, le 7 mars 2025 (la « **Date de dépôt** »), les Demanderesse ont sollicité et obtenu la protection contre leurs créanciers en vertu de la *Loi sur les arrangements avec les créanciers des compagnies* (la « **LACC** ») conformément à une ordonnance rendue par la Cour supérieure de justice de l'Ontario (Chambre commerciale) (la « **Cour LACC** », et ladite ordonnance, telle que modifiée et reformulée le 21 mars 2025, l'« **Ordonnance initiale modifiée** » ou « **OIM** »). Certaines protections prévues par l'OIM s'étendent aux parties visées par la suspension qui ne sont pas des Demanderesse (collectivement avec les Demanderesse, « **Hudson's Bay Canada** »).

Alvarez & Marsal Canada Inc. a été nommé contrôleur des Demanderesse dans le cadre des procédures sous la LACC (en cette qualité, le « **Contrôleur** »). Comme il sera expliqué plus en détail ci-dessous, le Contrôleur n'assume pas la gestion ni le contrôle des activités et opérations des Demanderesse, et il n'est pas en possession ni en contrôle des actifs des Demanderesse.

L'OIM prévoit, aux paragraphes 18 et 19, qu'aucune procédure ou mesure d'exécution devant un tribunal ou un organisme ne peut être intentée ou poursuivie contre ou à l'égard de Hudson's Bay Canada ou du Contrôleur pendant la Période de suspension, sauf avec le consentement écrit préalable de Hudson's Bay Canada et du Contrôleur, ou avec l'autorisation de la Cour LACC.¹ Nous reproduisons ci-dessous la traduction des paragraphes 18 et 19 de l'OIM (l'OIM originale est uniquement en anglais) :

SUSPENSION DES PROCÉDURES

18. LA COUR ORDONNE qu'à compter de maintenant et jusqu'au 15 mai 2025 inclusivement, ou jusqu'à toute date ultérieure que la Cour pourra ordonner (la « Période de suspension »), aucune procédure ou mesure d'exécution devant un tribunal ou un organisme (chacune, une « Procédure ») ne pourra être intentée ou poursuivie contre ou à l'égard de Hudson's Bay Canada ou du Contrôleur, ou leurs employés, administrateurs, conseillers, dirigeants et représentants agissant en cette qualité, ni affecter les Activités ou les Biens, sauf avec le consentement écrit de Hudson's Bay Canada et du Contrôleur, ou avec l'autorisation de la Cour. Toute Procédure actuellement en cours contre ou à l'égard de Hudson's Bay Canada ou de leurs employés, administrateurs, dirigeants ou représentants agissant en cette qualité, ou affectant les Activités et les Biens de Hudson's Bay Canada, est par les présentes suspendue jusqu'à nouvel ordre de la Cour.

INTERDICTION D'EXERCER DES DROITS OU RECOURS

19. LA COUR ORDONNE que, pendant la Période de suspension, tous les droits et recours de toute personne physique ou morale, organisme gouvernemental ou autre entité (collectivement, les « Personnes » et individuellement, une « Personne ») contre ou à l'égard de Hudson's Bay Canada ou du Contrôleur, ou leurs employés, administrateurs, dirigeants, conseillers et représentants agissant en cette qualité, ou affectant les Activités ou les Biens de Hudson's Bay Canada, sont par les présentes suspendus, sauf avec le consentement écrit préalable de Hudson's Bay Canada et du Contrôleur, ou avec l'autorisation de la Cour, étant entendu que rien dans la présente ordonnance (a) n'autorise Hudson's Bay Canada à exercer une activité qu'elle n'est pas légalement habilitée à exercer, (b) n'affecte les enquêtes, actions, poursuites ou procédures d'un organisme de réglementation permises par l'article 11.1 de la LACC, (c) n'empêche le dépôt d'un enregistrement visant à préserver ou parfaire une sûreté, ou (d) n'empêche l'enregistrement d'une réclamation pour privilège.

La Période de suspension est entrée en vigueur à 00 h 01 (heure de Toronto) le 7 mars 2025 et était initialement prévue jusqu'au 17 mars 2025. La Cour LACC a depuis prolongé la Période de suspension jusqu'au 31 mars 2026 inclusivement. Hudson's Bay Canada entend demander d'autres prolongations de la Période de suspension au besoin.

L'OIM ne prévoit aucune exception permettant à Glasses Gallery d'intenter une poursuite en lien avec la Réclamation. En conséquence, la Réclamation est suspendue à l'égard de Hudson's Bay Canada et du Contrôleur tant que la suspension des procédures n'a pas été levée.

¹ Les termes avec une majuscule dans la présente lettre qui ne sont pas autrement définis ont le sens qui leur est attribué dans l'OIM.

Nous vous prions de confirmer, au plus tard le 29 décembre 2025, que Glasses Gallery se désistera immédiatement de la Réclamation à l'égard de Hudson's Bay Canada et du Contrôleur, et que cette réclamation ne sera pas poursuivie ni redéposée tant que la suspension des procédures n'aura pas été levée. Si la Réclamation n'est pas immédiatement retirée : (a) Hudson's Bay Canada pourra informer la Cour du Québec et/ou la Cour supérieure du Québec que la Réclamation est suspendue et qu'elle a été introduite en contravention de l'OIM; et (b) Hudson's Bay Canada se réserve le droit de demander des mesures de redressement à la Cour LACC et de recouvrer auprès de Glasses Gallery tous les frais engagés pour obtenir ces ordonnances.

Nous notons que la Demande introductive soutient que l'OIM ne s'applique pas à la Réclamation. Cette position est erronée. L'OIM a un effet pancanadien.² Cela signifie que la suspension des procédures est en vigueur au Québec et que toute demande visant à lever la suspension doit être présentée devant la Cour LACC. Nous notons en outre que la jurisprudence (y compris des décisions de la Cour suprême du Canada) établit que les questions relatives à un débiteur insolvable doivent être traitées conformément au principe du « contrôle unique ».³ Ce principe signifie que la Cour LACC — et non une cour du Québec — est le tribunal compétent pour les questions concernant Hudson's Bay Canada, y compris toute réclamation alléguant l'existence d'une fiducie.

HBC ULC ne détient pas de fonds en fiducie

HBC ULC n'a pas détenu (et ne détient pas) les produits générés par la vente de marchandises fournies par Glasses Gallery en fiducie pour le bénéfice de Glasses Gallery. L'entente pertinente entre HBC ULC et « Glasses Gallery Canada Inc. » n'impose aucune telle obligation à HBC ULC. Aucun compte bancaire distinct n'existait pour détenir les produits de vente avant la Date de dépôt, et aucun compte bancaire distinct n'existait après la Date de dépôt.

Les produits générés par la vente de marchandises fournies par Glasses Gallery ont été versés dans un compte général et mélangés à d'autres fonds. Dans la mesure où des produits de vente auraient été initialement détenus en fiducie ou destinés à être détenus en fiducie par HBC ULC (ce que HBC ULC ne reconnaît pas), toute telle fiducie a été éteinte, car aucune certitude quant à l'objet ne peut être établie. En conséquence, tout produit de vente non remis constitue une créance ordinaire non garantie due par HBC ULC à Glasses Gallery. Cela ferait de Glasses Gallery un créancier non garanti de HBC ULC.

Si HBC ULC détermine qu'il est approprié de mettre en place un processus de réclamations pour administrer les créances antérieures à la Date de dépôt contre HBC ULC, et si la Cour approuve un tel processus, Glasses Gallery aurait alors la possibilité de soumettre sa réclamation relative aux produits de vente non remis pour détermination. À ce stade, il semble peu probable qu'un processus de réclamation visant les créances non garanties soit mis en œuvre, car il n'est pas prévu que les créanciers non garantis obtiennent un quelconque recouvrement de la succession de HBC ULC.

Le Contrôleur n'a pas géré et ne gère pas les activités de HBC ULC

La Demande introductive décrit le Contrôleur comme « gérant » HBC ULC. Cette affirmation est incorrecte. La LACC est une loi sur l'insolvabilité fondée sur le principe de la possession par le débiteur (*debtor-in-possession*). Le conseil d'administration de HBC ULC continue de gérer les Activités de HBC ULC. Nous attirons votre attention sur le paragraphe 33 de l'OIM, qui prévoit explicitement que le Contrôleur n'est pas un gestionnaire de Hudson's Bay Canada (il s'agit, encore une fois, d'une traduction de l'anglais) :

33. LA COUR ORDONNE que le Contrôleur ne prendra pas possession des Biens de Hudson's Bay Canada et ne participera en aucune manière à la gestion ou à la supervision de la gestion des Activités de Hudson's

² LACC, art. 16.

³ Voir e.g. *Sam Lévy & Associés Inc. c. Azco Mining Inc.*, 2001 CSC 92.

Bay Canada et ne sera pas réputé, du fait de l'exécution de ses obligations en vertu des présentes, avoir pris ou conservé la possession ou le contrôle des Activités ou des Biens de Hudson's Bay Canada, ou de toute partie de ceux-ci. (*nous soulignons*)

Nous avons transmis copie de la présente lettre au Contrôleur nommé par la Cour ainsi qu'à ses avocats. Le Contrôleur tient un site web relatif aux procédures sous la LACC à l'adresse suivante : alvarezandmarsal.com/HudsonsBay. Une copie de l'OIM et de toute ordonnance prolongeant la suspension des procédures peut être consultée sur le site web du Contrôleur.

Dans l'attente de votre confirmation, veuillez agréer l'expression de nos salutations distinguées.



Amara Khy
Stikeman Elliott

cc: Franco Perugini (franco.perugini@saks.com) *Hudson's Bay*
Nick Avis (navis@stikeman.com) *avocat de Hudson's Bay*
Justin Karayannopoulos (jkarayannopoulos@alvarezandmarsal.com) *Contrôleur*
Zach Gold (zgold@alvarezandmarsal.com) *Contrôleur*
Thomas Gray (grayt@bennettjones.com) *avocat du Contrôleur*

Annexe « B »

Ordonnance initiale modifiée et reformulée

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

THE HONOURABLE MR

)
)
)

FRIDAY, THE 21st DAY

JUSTICE OSBORNE

OF MARCH, 2025

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

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
HUDSON'S BAY COMPANY ULC COMPAGNIE DE LA BAIE D'HUDSON SRI, HBC
CANADA PARENT HOLDINGS INC., HBC CANADA PARENT HOLDINGS 2 INC., HBC BAY
HOLDINGS I INC., HBC BAY HOLDINGS II ULC, THE BAY HOLDINGS ULC, HBC
CENTERPOINT GP INC., HBC YSS 1 LP INC., HBC YSS 2 LP INC., HBC HOLDINGS GP
INC., SNOSPMIS LIMITED, 2472596 ONTARIO INC., and 2472598 ONTARIO INC.**

AMENDED AND RESTATED INITIAL ORDER

THIS MOTION, made by Hudson's Bay Company ULC Compagnie de la Baie D'Hudson SRI ("**Hudson's Bay**"), HBC Canada Parent Holdings Inc., HBC Canada Parent Holdings 2 Inc., HBC Bay Holdings I Inc., HBC Bay Holdings II ULC, The Bay Holdings ULC, HBC Centerpoint GP Inc., HBC YSS 1 LP Inc., HBC YSS 2 LP Inc., HBC Holdings GP Inc., Snospmis Limited, 2472596 Ontario Inc., and 2472598 Ontario Inc. (collectively, the "**Applicants**") for an order amending and restating the initial order of Justice Osborne issued on March 7, 2025 (the "**Initial Order**") pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") was heard this day at 330 University Avenue, Toronto, Ontario and via videoconference.

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

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

SERVICE AND DEFINITIONS

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

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

APPLICATION

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

PLAN OF ARRANGEMENT

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

POSSESSION OF PROPERTY AND OPERATIONS

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

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

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

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

- (a) all outstanding and future wages, salaries, employee and pension benefits (including, without limitation, employee medical, dental, registered retirement savings plan contributions and similar benefit plans or arrangements), vacation

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

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

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

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

- (a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account

of insurance (including directors' and officers' insurance), maintenance and security services; and

- (b) payment for goods or services actually supplied to the Applicants following the date of the Initial Order, including, with the consent of the Monitor, payments to obtain the release or delivery of goods contracted for prior to the date of the Initial Order.

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

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

10. **THIS COURT ORDERS** that:

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

11. **THIS COURT ORDERS** that RioCan-Hudson's Bay JV, YSS 1, YSS 2, and RioCan-Hudson's Bay Ottawa LP shall collectively be entitled to the benefit of and are hereby granted a charge (the "**JV Rent Charge**") on the Property, as security for any Rent payable by Hudson's Bay to RioCan-Hudson's Bay JV, YSS 1, YSS 2, and RioCan-Hudson's Bay Ottawa LP, after March 7, 2025, and not paid (the "**Unpaid JV Rent**"), which JV Rent Charge shall secure an unconditional obligation to pay without any claim of set-off. The JV Rent Charge shall have the priority as set out in paragraphs 49 and 51 herein.

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

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

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

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

Non-Applicant Stay Party with the prior written consent of the relevant Non-Applicant Secured Creditor(s) of such Non-Applicant Stay Party.

RESTRUCTURING

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

- (a) in addition to any liquidation conducted pursuant to the Liquidation Solicitation Process, permanently or temporarily cease, downsize or shut down any of their businesses or operations, and to dispose of redundant or non-material assets not exceeding \$250,000 in any one transaction or \$1,000,000 in the aggregate;
- (b) subject to the requirements of the CCAA and paragraphs 10, 12, 16, and 17 herein, vacate, abandon, or quit the whole but not part of any leased premises and/or disclaim any Lease, and any ancillary agreements relating to any leased premises;
- (c) terminate the employment of any of their employees or temporarily lay off any of their employees as they deem appropriate;
- (d) in consultation with the Monitor, engage in discussions with, and solicit proposals and agreements from, third parties in respect of the liquidation of the inventory, furniture, equipment and fixtures located in and/or forming part of the Property (the “**Liquidation Solicitation Process**”), and return to Court for the approval of any such agreement;
- (e) in consultation with the Monitor, engage in discussions with, and solicit proposals and agreements from, real estate advisors and other Assistants as may be desirable to pursue all avenues and offers for the sale, transfer or assignment of Leases (and any leases held by the Non-Applicant Stay Parties) to third parties, in whole or in part (the “**Lease Monetization Process**”) and return to Court for approval of any such agreement; and
- (f) pursue all restructuring options for Hudson’s Bay Canada including, without limitation, all avenues of refinancing of their business (“**Hudson’s Bay Canada’s Business**”) or Hudson’s Bay Canada’s Property, in whole or in part, subject to the prior approval of this Court being obtained before any material refinancing,

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

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

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

STAY OF PROCEEDINGS

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

any and all Proceedings currently under way against or in respect of Hudson's Bay Canada or their employees, directors, officers or representatives acting in such capacities, or affecting Hudson's Bay Canada's Business and Hudson's Bay Canada's Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

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

NO INTERFERENCE WITH RIGHTS

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

CONTINUATION OF SERVICES

21. **THIS COURT ORDERS** that during the Stay Period, all Persons having oral or written agreements with Hudson's Bay Canada or statutory or regulatory mandates for the supply of goods and/or services, including without limitation all computer software, communication and other data services, centralized banking services, cash management services, payment processing services, payroll and benefit services, insurance, freight services, transportation services, customs clearing, warehouse and logistic services, utility or other services to Hudson's

Bay Canada's Business or Hudson's Bay Canada are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply or license of such goods or services as may be required by Hudson's Bay Canada and that Hudson's Bay Canada shall be entitled to the continued use of their current premises, telephone numbers, facsimile numbers, internet addresses, email addresses, social media accounts, and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of the Initial Order are paid by Hudson's Bay Canada in accordance with normal payment practices of Hudson's Bay Canada or such other practices as may be agreed upon by the supplier or service provider and each of the Hudson's Bay Canada entities and the Monitor, or as may be ordered by this Court.

NO PRE-FILING VS POST-FILING SET-OFF

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

NON-DEROGATION OF RIGHTS

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

KEY EMPLOYEE RETENTION PLAN

24. **THIS COURT ORDERS** that the Key Employee Retention Plan (the "**KERP**"), as described in the Second Bewley Affidavit, an unredacted copy of which is attached as Confidential

Appendix “1” to the First Report, is hereby approved and the Applicants are authorized to make the payments contemplated thereunder in accordance with the terms and conditions of the KERP.

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

26. **THIS COURT ORDERS** that the Key Employees referred to in the KERP shall be entitled to the benefit of and are hereby granted a charge on the Property (the “**KERP Charge**”), which charge shall not exceed an aggregate amount of \$3,000,000 to secure any payments to the Key Employees under the KERP. The KERP Charge shall have the priority as set out in paragraphs 49 and 51 herein.

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

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

DIRECTORS’ AND OFFICERS’ INDEMNIFICATION AND CHARGE

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

29. **THIS COURT ORDERS** that the directors and officers of the Applicants shall be entitled to the benefit of and are hereby granted a charge (the “**Directors’ Charge**”) on the Property, which charge shall not exceed an aggregate amount of \$49,200,000, as security for the indemnity provided in paragraph 28 of this Order. The Directors’ Charge shall have the priority as set out in paragraphs 49 and 51 herein.

30. **THIS COURT ORDERS** that, notwithstanding any language in any applicable insurance policy to the contrary, (a) no insurer shall be entitled to be subrogated to or claim the benefit of the Directors' Charge, and (b) the Applicants' directors and officers shall only be entitled to the benefit of the Directors' Charge to the extent that they do not have coverage under any directors' and officers' insurance policy, or to the extent that such coverage is insufficient to pay amounts indemnified in accordance with paragraph 28 of this Order.

APPOINTMENT OF MONITOR

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

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

- (a) monitor the Applicants' receipts and disbursements and the compliance with the DIP Budget;
- (b) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, and such other matters as may be relevant to the proceedings herein;
- (c) assist the Applicants, to the extent required by the Applicants, in their dissemination of financial and other information to the DIP Agent and its counsel on a periodic basis as agreed to between the Applicants and the DIP Agent, or as may reasonably be requested by the DIP Agent;
- (d) advise the Applicants in their preparation of the Applicants' cash flow statements and reporting required by the DIP Agent, which information shall be reviewed with the Monitor and delivered to the DIP Agent and its counsel on a periodic basis, or as may reasonably be requested by the DIP Agent;

- (e) advise the Applicants in their development of a Plan and any amendments to the Plan;
- (f) assist the Applicants, to the extent required by the Applicants, with the holding and administering of creditors' or shareholders' meetings for voting on the Plan;
- (g) have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents of the Applicants, to the extent that is necessary to adequately assess Applicants' business and financial affairs or to perform its duties arising under this Order;
- (h) be at liberty to engage independent legal counsel or such other persons, as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order;
- (i) liaise and consult with any Assistants, any liquidators selected through the Liquidation Solicitation Process and any real estate advisors or other Assistants selected through the Lease Monetization Process, to the extent required, with respect to all matters related to the Property, the Business, and such other matters as may be relevant to the proceedings herein; and
- (j) perform such other duties as are required by this Order or by this Court from time to time.

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

34. **THIS COURT ORDERS** that nothing herein contained shall require the Monitor to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of Hudson's Bay Canada's Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without

limitation, the *Canadian Environmental Protection Act, 1999*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, the *Ontario Occupational Health and Safety Act*, the *British Columbia Environmental Management Act*, the *British Columbia Riparian Areas Protection Act*, the *British Columbia Workers Compensation Act*, the *Alberta Environmental Protection and Enhancement Act*, the *Alberta Water Act*, the *Alberta Occupational Health and Safety Act*, the *Manitoba Environment Act*, the *Manitoba Contaminated Sites Remediation Act*, the *Manitoba Workplace Safety and Health Act*, the *Quebec Environmental Quality Act*, the *Quebec Act Respecting Occupation Health and Safety*, *The Environmental Management and Protection Act, 2010* (Saskatchewan), *The Agricultural Operations Act* (Saskatchewan), *The Dangerous Goods Transportation Act* (Saskatchewan), *The Saskatchewan Employment Act*, *The Emergency Planning Act* (Saskatchewan), *The Water Security Agency Act* (Saskatchewan), the *Nova Scotia Environment Act*, the *Nova Scotia Water Resources Protection Act*, or the *Nova Scotia Occupational Health and Safety Act*, and the regulations thereunder (the “**Environmental Legislation**”), provided however that nothing herein shall exempt the Monitor from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Monitor shall not, as a result of this Order, or anything done in pursuance of the Monitor’s duties and powers under this Order, be deemed to be in Possession of any of Hudson’s Bay Canada’s Property within the meaning of any Environmental Legislation, unless it is actually in possession.

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

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

37. **THIS COURT ORDERS** that the Monitor, counsel to the Monitor and counsel to the Applicants shall be paid their reasonable fees and disbursements (including pre-filing fees and

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

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

39. **THIS COURT ORDERS** that the Applicants' counsel, Reflect Advisors, LLC ("**Reflect**"), the Monitor, and its counsel shall be entitled to the benefit of and are hereby granted a charge (the "**Administration Charge**") on the Property, which charge shall not exceed an aggregate amount of \$2,800,000 as security for their professional fees and disbursements incurred at the standard rates and charges of the Monitor and such counsel, both before and after the making of this Order in respect of these proceedings. The Administration Charge shall have the priority as set out in paragraphs 49 and 51 hereof.

APPROVAL OF ADVISOR AGREEMENT

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

DIP FACILITY

41. **THIS COURT ORDERS** that Hudson's Bay, is hereby authorized and empowered to obtain and borrow under the DIP Facility from the DIP Lenders in accordance with and subject to the DIP Term Sheet provided that such borrowings shall not individually or in the aggregate exceed \$16 million in order to finance the working capital requirements, and other general corporate purposes and capital expenditures of itself and HBC Canada Parent Holdings Inc., HBC

Canada Parent Holdings 2 Inc., HBC Bay Holdings I Inc., HBC Bay Holdings II ULC, The Bay Holdings ULC, and The Bay Limited Partnership (collectively, the “**Loan Parties**”).

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

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

44. **THIS COURT ORDERS** that the DIP Agent, for the benefit of itself and the DIP Lenders, is hereby granted a charge (the “**DIP Charge**”) on the Loan Parties’ Property as security for the DIP Obligations, which DIP Charge shall be in the aggregate amount of the DIP Obligations outstanding at any given time under the Definitive Documents. The DIP Charge shall not secure an obligation that exists before the date of the Initial Order. The DIP Charge shall have the priority as set out in paragraphs 49 and 51 hereof.

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

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

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

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

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

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

48. **THIS COURT ORDERS** that the Loan Parties are hereby authorized and directed to repay all DIP Financing Obligations (as defined in the DIP Term Sheet) in accordance with a payout statement to be provided by the DIP Agent and reviewed by the Monitor. Following such

repayment, the DIP Charge shall be terminated, released and discharged without any further act or formality, provided that such repayment and termination of the DIP Charge shall not be effective until the Monitor's independent counsel has rendered an opinion confirming the validity and enforceability of the security interests of the ABL Lender.

CHARGES CREATED BY THIS ORDER

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

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

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

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

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

Fourth – DIP Charge;

Fifth – JV Rent Charge; and

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

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

Priority Ranking	ABL Priority Collateral	Pathlight Priority Collateral	Other Collateral (as defined in the DIP Term Sheet)
1 st	Administration Charge (to the maximum amount of \$2,800,000).	Administration Charge (to the maximum amount of \$2,800,000).	Administration Charge (to the maximum amount of \$2,800,000).
2 nd	KERP Charge (to the maximum amount of \$3,000,000).	KERP Charge (to the maximum amount of \$3,000,000).	KERP Charge (to the maximum amount of \$3,000,000).
3 rd	All amounts owing under the Revolving Credit Facility and FILO Credit	All amounts owing under the Pathlight Credit Facility (other than Excess Term Loan Obligations).	Directors' Charge (to the maximum amount of \$13,500,000).

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

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

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

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

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

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

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

SEALING

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

INSURANCE FINANCING

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

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

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

SERVICE AND NOTICE

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

60. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05, this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the *Rules of Civil Procedure*. Subject to Rule 3.01(d) of the *Rules of Civil Procedure* and paragraph 21 of the Protocol, service of

documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL: alvarezandmarsal.com/HudsonsBay

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

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

GENERAL

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

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

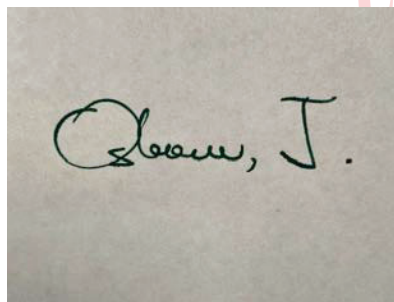
65. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States, to give effect to this Order and to assist the Applicants, the Monitor and their respective DIP Agent in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are

hereby respectfully requested to make such orders and to provide such assistance to the Applicants and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicants and the Monitor and their respective DIP Agent in carrying out the terms of this Order.

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

67. **THIS COURT ORDERS** that subject to paragraph 47 any interested party (including the Applicants and the Monitor) may apply to this Court to vary or amend this Order on not less than seven (7) days notice to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

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

A rectangular box containing a handwritten signature in black ink that reads "Osborne, J.". The signature is written in a cursive style.

Digitally signed
by Osborne J.

Date:

2025.03.23

22:47:12 -04'00'

ONTARIO

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

Proceeding commenced at Toronto

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

STIKEMAN ELLIOTT LLP

Barristers & Solicitors
5300 Commerce Court West
199 Bay Street
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Tel: +1 416-869-5524

Lawyers for the Applicants

Annexe « C »

Ordonnance du 11 décembre

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

THE HONOURABLE MR.)	THURSDAY, THE 11 TH DAY
)	
JUSTICE OSBORNE)	OF DECEMBER, 2025

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

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
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.**

**ORDER
(Stay Extension and Approval of Monitor's Reports)**

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**") for an order extending the Stay Period and approving certain of the Monitor's Reports and the activities of the Monitor referred to therein was heard this day at 330 University Avenue, Toronto, Ontario and via videoconference.

ON READING the Applicant's Notice of Motion dated December 5, 2025, the affidavit of Franco Perugini sworn December 5, 2025 (the "**Sixth Perugini Affidavit**"), the Eleventh Report of Alvarez & Marsal Canada Inc., dated December 8, 2025, in its capacity as monitor of the Applicants (in such capacity, the "**Monitor**"), and the appendices attached thereto, and on hearing the submissions of counsel to the Applicants, counsel to the Monitor, and such other parties as listed on the Counsel Slip, with no one else appearing although duly served as appears from the affidavit of service of Brittney Ketwaroo sworn December 10, 2025,

SERVICE

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

DEFINED TERMS

2. **THIS COURT ORDERS** that capitalized terms used within this Order and not expressly defined herein shall have the meanings set forth in the Sixth Perugini Affidavit or the Amended and Restated Initial Order dated March 21, 2025.

EXTENSION OF THE STAY PERIOD

3. **THIS COURT ORDERS** that the Stay Period is hereby extended until March 31, 2026, or such later date as this Court may order.

APPROVAL OF THE MONITOR'S REPORTS AND ACTIVITIES

4. **THIS COURT ORDERS AND DECLARES** that the Eighth Report of the Monitor dated August 20, 2025, the Ninth Report of the Monitor dated September 22, 2025, the Supplement to the Ninth Report of the Monitor dated November 17, 2025, the Tenth Report of the Monitor dated October 17, 2025, and the Eleventh Report of the Monitor dated December 8, 2025 and the activities of the Monitor referred to therein are hereby ratified and approved; provided, however, that only the Monitor, in its personal capacity and only with respect to its own liability, shall be entitled to rely upon or utilize in any way such approval.

GENERAL

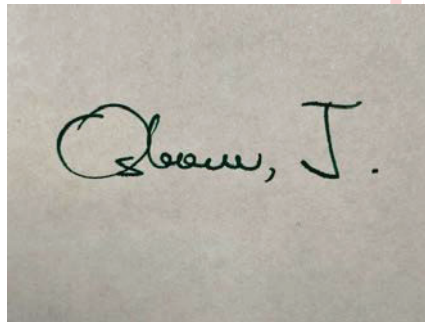
5. **THIS COURT ORDERS** that the Applicants or the Monitor may from time to time apply to this Court to amend, vary or supplement this Order or for advice and directions in the discharge of their powers and duties hereunder.

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

7. **THIS COURT 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, 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.

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

A rectangular image showing a handwritten signature in black ink on a light-colored, textured background. The signature appears to be 'Osborne, J.'.

Digitally signed
by Osborne J.

Date:

2025.12.22

14:13:25 -05'00'

ONTARIO

SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at Toronto

ORDER

(Stay Extension and Approval of Monitor's Reports)

STIKEMAN ELLIOTT LLP
Barristers & Solicitors
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Toronto, Canada M5L 1B9

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

Lawyers for the Applicants

APPENDIX L

Letter from Bennett Jones dated January 5, 2026 (English Translation)

See attached.



Bennett Jones

Bennett Jones S.E.N.C.R.L., s.r.l.

900 Boulevard de Maisonneuve O, Bureau 1800

Montréal, Québec, H3A 0A8 Canada

T: 514.985.4500

F: 514.985.4501

Pascale Dionne-Bourassa
Managing Partner - Montreal
Direct line: 514.985.4510
Email: bourassap@bennettjones.com

January 5, 2026

BY EMAIL

Daigle & Matte, Tax Lawyers Inc. 466A
Bonaventure Street
Trois-Rivières, QC G9A 2B4

**Attention: Mr. François Daigle,
Mr. Zaccary Désaulniers**

**Re Glasses Gallery AI Vision Technology Inc. v. Alvarez & Marsal Canada Inc. in
its capacity as monitor of Hudson's Bay Company SRI – No.: 400-22-011943-251**

Mtr Daigle, Mtr Désaulniers,

Bennett Jones LLP represents Alvarez & Marsal Canada Inc. ("A&M"), the court-appointed monitor (in that capacity, the "Monitor") of 1242939 B.C. Unlimited Liability Company (formerly known as Hudson's Bay Company ULC) ("HBC ULC") and certain of its subsidiaries (collectively, the "Applicants") in connection with their ongoing proceedings under the *Companies' Creditors Arrangement Act* (the "CCAA").

A&M first received a copy of the *Originating application [...] for recovery of funds, last modified on December 15, 2025*, and the *Application by the Plaintiff to Transfer the Case (Change of Jurisdiction)* on December 16, 2025. The claim brought by Glasses Gallery AI Vision Technology Inc. ("Glasses Gallery") is directed against A&M in its capacity as Monitor of the Plaintiffs.

A&M never received service of the Originating application. Therefore, although you are clearly aware of the proceedings under the CCAA and should therefore also be aware that A&M is represented by counsel, we also note that Bennett Jones, as counsel for the Monitor, has not received any documents from you. We understand that the Applicants and their counsels have also received nothing.

The deadline for filing an Answer (30 days) (which will confirm, among other things, to the court that A&M intends to challenge the jurisdiction of the Quebec courts in this matter) has not expired, and yet you are attempting to present the Application to transfer the case on January 7.

The purpose of this letter is to inform you that the jurisdiction of the Quebec courts (whether the Court of Quebec or the Superior Court of Quebec) is being challenged by A&M for the reasons set out herein. Furthermore, and without prejudice to A&M's right to challenge the jurisdiction of the Quebec courts, we reiterate that, as you have already been informed, the claim brought by your client constitutes a direct violation of the orders issued by the Ontario Superior Court of Justice (Commercial List), which is overseeing the Plaintiffs' CCAA proceedings (in that capacity, the "**CCAA Court**"), and the Glasses Gallery claim and all related relief sought must be immediately withdrawn. The proper venue for bringing any claim against the Applicants is the CCAA Court.

Much of the information provided below has already been communicated to you by the Applicants' counsels in their letter to you dated and sent on December 23, 2025 (the "**December 23 Letter**"). As this letter was ignored by you, we reiterate certain information below:

- The Applicants sought and obtained protection under the CCAA on March 7, 2025 pursuant to an order (the "**Initial Order**") which, among other things, appointed A&M as Monitor and ordered a general stay of proceedings in favour of the Applicants and the Monitor (the "**Stay of Proceedings**"). The Initial Order was amended and restated by an order dated March 21, 2025 (the "**Amended and Restated Initial Order**");
- The CCAA is a federal legislation, and all orders made by the CCAA Court in proceedings under the CCAA have nationwide effect. Case law is also clear across Canada (including Quebec) that the "single proceeding model" applies to insolvency proceedings, and that a CCAA court, as a national court, should hear any litigation involving an insolvent company.
- As you have already been informed by the Applicants' counsel, the Stay of Proceedings in favour of the Applicants and the Monitor continues to be in effect. In particular, paragraphs 18 and 19 of the Amended and Restated Initial Order stipulate **no proceeding or enforcement process in any court** may be commenced or continued against or in respect of Hudson's Bay Canada (which includes all Plaintiffs) **or** the Monitor during the "Stay Period," except with the prior written consent of the Applicants **and** the Monitor, or the authorization of the CCAA Court. These paragraphs are reproduced below in English, and a copy of the Amended and Restated Initial Order is attached as Appendix "B" hereto;

STAY OF PROCEEDINGS

18. THIS COURT ORDERS that until and including May 15, 2025, or such later date as this Court may order (the "**Stay Period**"), no proceeding or enforcement process in any court or

court (each, a “**Proceeding**”) shall be commenced or continued against or in respect of Hudson’s Bay Canada or the Monitor, or their respective employees, directors, advisors, officers and representatives acting in such capacities, or affecting the Business or the Property, except with the written consent of Hudson’s Bay Canada and the Monitor, or with leave of this Court, and any and all Proceedings currently under way against or in respect of Hudson’s Bay Canada or their employees, directors, officers or representatives acting in such capacities, or affecting Hudson’s Bay Canada’s Business and Hudson’s Bay Canada’s Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

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

- The Stay Period has been extended several times by the CCAA Court, most recently until March 31, 2026, pursuant to an order dated December 11, 2025. A copy of the December 11 Order is attached as Appendix "C" hereto. Unless consent is obtained from **both** the Applicants **and** the Monitor, or authorization is obtained from the CCAA Court (and not a Quebec court) to lift the Stay of Proceedings, there is no exception to the Stay of Proceedings that would allow Glasses Gallery to pursue its claim. The Amended and Restated Initial Order and the CCAA itself are clear: all proceedings commenced or that may be commenced are stayed; a clause in a contract prior to the filing cannot constitute an exception to the Stay of Proceedings, and even if it were possible (which it is not), the Monitor and the Applicants do not consent (and have never consented at any time);



- Furthermore, contrary to Glasses Gallery's assertion, the CCAA is an insolvency law based on the *debtor-in-possession* principle, and the Applicants are not managed by the Monitor. The Monitor is a neutral court officer responsible for overseeing proceedings under the CCAA, not for managing the Applicants. The Amended and Restated Initial Order clarifies the role of the Monitor, particularly in paragraph 33, which states:

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

- The Amended and Restated Initial Order also provides that the Monitor shall not be liable as a result of its appointment, except in cases of gross negligence or wilful misconduct on its part:

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

Therefore, Glasses Gallery's claim against the Monitor is wholly inappropriate.

As you know, neither the Applicants nor the Monitor consented to Glasses Gallery filling a claim. In fact, as mentioned above, the Applicants' addressed to your attention the Letter of December 23 to, among other things: (i) confirm that the Stay of Proceedings applies and that any motion to lift the stay must be brought before the CCAA Court; (ii) reiterate that the Monitor does not manage the Applicants; and (iii) request that Glasses Gallery's claim be withdrawn immediately and that Glasses Gallery inform the parties concerned no later than December 29, 2025.

Having received no response to the December 23 Letter, Bennett Jones called and left a voicemail message for Mr. Daigle, and sent an email to Mr. Daigle on December 31, 2025, requesting an urgent call. This correspondence also remained unanswered.

For the reasons described above, Glasses Gallery's constitutes a violation of the Stay of Proceedings (and regardless of the Stay of Proceedings, A&M is not an appropriate party to any claim against HBC ULC). To the extent that Glasses Gallery wishes to seek permission to proceed with its claim, it must file a motion before the CCAA Court—neither the Court of Quebec nor the Superior Court of Quebec has jurisdiction.

January 5,
2026
Page 5

All of this information was communicated to you nearly two weeks ago, and we have made efforts to contact you to discuss this matter directly. You did not withdraw your client's claim before December 29, 2025, and the Applicants and the Monitor have incurred costs in this regard. If your client does not withdraw its claim immediately, we will attend the January 7, 2026 hearing before the Court of Quebec to address this issue and inform the Court that A&M will file a preliminary motion to challenge the jurisdiction of the Quebec courts in a timely manner, which will result in additional costs.

We expect that, if your client's claim is not immediately withdrawn, the Plaintiffs and the Monitor will claim the costs incurred against your client, your firm, and you personally before the CCAA Court. The Monitor reserves all its rights in this regard.

We hope that these actions will not be necessary. We will call you today to discuss this matter further.

A handwritten signature in blue ink, appearing to be "PB" followed by a long horizontal stroke.

Pascale Dionne-Bourassa

cc: Mike Shakra and Thomas Gray, Bennett Jones LLP
Al Hutchens and Greg Karpel, Alvarez & Marsal Canada Inc.
Elizabeth Pillon and Nick Avis, Stikeman Elliott LLP

APPENDIX M
Answer to Quebec Proceedings dated January 6, 2026

See attached.

CANADA
PROVINCE DE QUÉBEC
DISTRICT DE TROIS-RIVIÈRES

COUR DU QUÉBEC
(Chambre civile)

N° : 400-22-011943-251

GLASSES GALLERY AI VISION
TECHNOLOGY INC.

Demanderesse

c.

ALVAREZ & MARSAL CANADA INC. en sa
qualité de contrôleur de **COMPAGNIE DE
LA BAIE D'HUDSON SRI**

Défenderesse

RÉPONSE DE LA DÉFENDERESSE ALVAREZ & MARSAL CANADA INC.
en sa qualité de contrôleur de **COMPAGNIE DE LA BAIE D'HUDSON SRI**
(Art. 145 et 147 C.p.c.)

**EN RÉPONSE À LA DEMANDE INTRODUCTIVE D'INSTANCE EN RECOUVREMENT
DE DENIERS MODIFIÉE EN DATE DU 15 DÉCEMBRE 2025, LA DÉFENDERESSE,
ALVAREZ & MARSAL CANADA INC. EN SA QUALITÉ DE CONTRÔLEUR DE
COMPAGNIE DE LA BAIE D'HUDSON SRI, CONFIRME CE QUI SUIT:**

1. La défenderesse **ALVAREZ & MARSAL CANADA INC.** en sa qualité de contrôleur de **COMPAGNIE DE LA BAIE D'HUDSON SRI**, répond par la présente à la *Demande introductive d'instance en recouvrement de deniers modifiée en date du 15 décembre 2025*;
2. La défenderesse est représentée par **BENNETT JONES S.E.N.C.R.L., s.r.l.**, dont les coordonnées sont les suivantes:

Me Pascale Dionne-Bourassa
Me Audrey Nardini
900, boul. de Maisonneuve Ouest, bureau 1800
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F. 514-985-4501
bourassap@bennettjones.com
anardini@bennettjones.com

3. La défenderesse conteste la compétence des tribunaux québécois en raison des procédures intentées en vertu de la *Loi sur les arrangements avec les créanciers des compagnies*, LRC 1985, c C-36 devant la Cour supérieure de justice de l'Ontario et de la suspension des procédures accordée.

Montréal, 6 janvier 2026

Bennett Jones S.E.N.C.R.L., s.r.l.

BENNETT JONES S.E.N.C.R.L., s.r.l.

Avocats de la défenderesse

ALVAREZ & MARSAL CANADA INC. en sa
qualité de contrôleur de **COMPAGNIE DE
LA BAIE D'HUDSON SRI**

Me Pascale Dionne-Bourassa

Me Audrey Nardini

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N° : 400-22-011943-251	
COUR DU QUÉBEC DISTRICT DE TROIS-RIVIÈRES	
GLASSES GALLERY AI VISION TECHNOLOGY INC.	Demanderesse
c. ALVAREZ & MARSAL CANADA INC. en sa qualité de contrôleur de COMPAGNIE DE LA BAIE D'HUDSON SRI	Défenderesse
RÉPONSE DE LA DÉFENDERESSE ALVAREZ & MARSAL CANADA INC. en sa qualité de contrôleur de COMPAGNIE DE LA BAIE D'HUDSON SRI (Art. 145 et 147 C.p.c.)	
COPIE	
BB 9658	Dossier: BENNETT JONES S.E.N.C.R.L., s.r.l. (Me Pascale Dionne-Bourassa / Me Audrey Nardini) 900, boul. de Maisonneuve O, Bureau 1800 Montréal, Québec, H3A 0A8 Téléphone: 514-985-4510 bourassap@bennettjones.com nardinia@bennettjones.com

APPENDIX N

Answer to Quebec Proceedings dated January 6, 2026 (English Translation)

See attached.

CANADA
PROVINCE OF QUEBEC
DISTRICT OF TROIS-RIVIÈRES

C O R D U Q U É B E C
(Civil Division)

No. : 400-22-011943-251

GLASSES GALLERY AI VISION
TECHNOLOGY INC.

Plaintiff

v.

ALVAREZ & MARSAL CANADA INC. in
its
capacity as monitor of HUDSON'S BAY
COMPANY SRI

Defendant

ANSWER OF THE DEFENDANT ALVAREZ & MARSAL CANADA INC.
in its capacity as monitor of **HUDSON'S BAY COMPANY SRI**
(Art. 145 and 147 C.C.P.)

**IN ANSWER TO THE MODIFIED APPLICATION FOR RECOVERY OF FUNDS
DATED DECEMBER 15, 2025, THE DEFENDANT, ALVAREZ & MARSAL CANADA
INC. IN ITS CAPACITY AS MONITOR OF HUDSON'S BAY COMPANY SRI,
CONFIRMS THE FOLLOWING:**

1. The defendant **ALVAREZ & MARSAL CANADA INC.**, in its capacity as monitor of **HUDSON'S BAY COMPANY SRI**, hereby answers to the
Originating Application for Recovery of Funds modified on December 15, 2025.
2. **The** defendant is represented by **BENNETT JONES LLP**, whose contact information is as follows:

Me Pascale Dionne-Bourassa
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3. The defendant contests the jurisdiction of the Quebec courts due to proceedings brought under the *Companies' Creditors Arrangement Act*, RSC 1985, c C-36 before the Ontario Superior Court of Justice and the stay of proceedings granted.

Montreal, January 6, 2026

Bennett Jones S.E.N.C.R.L., s.r.l.

BENNETT JONES LLP

Counsel for the defendant

ALVAREZ & MARSAL CANADA INC. in its
capacity as monitor of **HUDSON'S BAY
COMPANY SRI**

Me Pascale Dionne-Bourassa

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Montreal, Quebec H3A 0A8

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No : 400-22-011943-251	
COURT OF QUEBEC DISTRICT OF TROIS- RIVIÈRES	
GLASSES GALLERY AI VISION TECHNOLOGY INC.	Plaintiff
v	
ALVAREZ & MARSAL CANADA INC. in its capacity as monitor of HUDSON BAY COMPANY SRI	Defendant
ANSWER OF DEFENDANT ALVAREZ & MARSAL CANADA INC. in its capacity as monitor of HUDSON'S BAY COMPANY SRI (Art. 145 and 147 C.C.P.)	
COPY	
BB 9658	File:
BENNETT JONES LLP (Me Pascale Dionne-Bourassa / Me Audrey Nardini) 900 De Maisonneuve Blvd. W, Suite 1800 Montreal, Quebec, H3A 0A8 Telephone: 514-985-4510 bourassap@bennettjones.com nardinia@bennettjones.com	

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
Proceeding commenced at Toronto

TWELFTH REPORT OF THE MONITOR

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Counsel for Alvarez & Marsal Canada Inc., solely in its capacity
as Monitor and not in its personal or corporate capacity