

**AMENDED AND RESTATED TERM LOAN CREDIT AGREEMENT**

Dated as of December 23, 2024

among

HUDSON'S BAY COMPANY ULC,  
as the Borrower,

and

The Guarantors Named Herein,

and

2171948 ONTARIO INC.  
as the Lender

## TABLE OF CONTENTS

Section	Page
ARTICLE I DEFINITIONS AND ACCOUNTING TERMS .....	1
1.01 Defined Terms .....	1
1.02 Other Interpretive Provisions .....	41
1.03 Accounting Terms.....	43
1.04 Rounding.....	43
1.05 Times of Day.....	43
1.06 Currency.....	43
1.07 PPSA Terms.....	44
ARTICLE II TERM LOAN.....	44
2.01 Term Loan.....	44
2.02 Voluntary Prepayments.....	44
2.03 Repayment of Obligations. ....	45
2.04 Interest.....	45
2.05 Computation of Interest .....	45
2.06 Evidence of Debt.....	46
2.07 Commitment Fee.....	46
2.08 Payments Generally. ....	46
ARTICLE III TAXES.....	47
3.01 Taxes.....	47
ARTICLE IV CONDITIONS PRECEDENT TO AMENDMENT AND RESTATEMENT .....	49
4.01 Conditions of Loan .....	49
ARTICLE V REPRESENTATIONS AND WARRANTIES .....	51
5.01 Existence, Qualification and Power.....	52
5.02 Authorization; No Contravention .....	52
5.03 Governmental Authorization; Other Consents.....	52
5.04 Binding Effect.....	52
5.05 Financial Statements; No Material Adverse Effect. ....	52
5.06 Litigation.....	53
5.07 No Default.....	53
5.08 Ownership of Property; Liens.....	54
5.09 Executive Offices, Collateral Locations. ....	54
5.10 Environmental Compliance. ....	54
5.11 Insurance .....	55
5.12 Taxes.....	55
5.13 Pension Plans. ....	56
5.14 Subsidiaries; Equity Interests.....	56
5.15 Margin Regulations; Investment Company Act. ....	57
5.16 Disclosure .....	57
5.17 Compliance with Laws .....	57
5.18 Intellectual Property; Licenses, Etc. ....	57
5.19 Labour Matters.....	57
5.20 Security Documents .....	58

5.21	Solvency.....	58
5.22	Deposit Accounts; Credit Card Arrangements. ....	59
5.23	Brokers.....	59
5.24	Material Contracts.....	59
5.25	Casualty.....	59
5.26	Customs Broker/Carrier Agreements.....	59
5.27	Inactive Subsidiaries. ....	59
5.28	USA PATRIOT Act; Sanctioned Persons.....	59
5.29	Loan Parties .....	60
5.30	Canadian Loan Party Affiliate Transactions.....	60
5.31	Canadian Retail Business Assets .....	60
ARTICLE VI AFFIRMATIVE COVENANTS .....		61
6.01	Financial Statements .....	61
6.02	Certificates; Other Information.....	62
6.03	Notices .....	64
6.04	Payment of Obligations.....	65
6.05	Preservation of Existence, Etc. ....	65
6.06	Maintenance of Properties .....	66
6.07	Maintenance of Insurance .....	66
6.08	Compliance with Laws; Compliance with Pension Plans.....	67
6.09	Books and Records; Accountants. ....	68
6.10	Inspection Rights. ....	68
6.11	Additional Loan Parties; Additional Collateral. ....	68
6.12	Mortgages. ....	69
6.13	Information Regarding the Collateral. ....	69
6.14	[Reserved].....	70
6.15	Environmental Laws. ....	70
6.16	Further Assurances.....	70
6.17	[Reserved.].....	71
6.18	Material Debt Documents. ....	71
6.19	Most Favoured Nation. ....	71
ARTICLE VII NEGATIVE COVENANTS.....		72
7.01	Liens.....	72
7.02	Investments .....	72
7.03	Indebtedness; Disqualified Stock; Equity Issuances.....	72
7.04	Fundamental Changes.....	72
7.05	Dispositions .....	73
7.06	Restricted Payments.....	73
7.07	Prepayments of Indebtedness.....	74
7.08	Change in Nature of Business.....	74
7.09	Transactions with Affiliates.....	74
7.10	Burdensome Agreements .....	75
7.11	[Reserved.].....	75
7.12	Amendment of Material Documents.....	75
7.13	Fiscal Year .....	76
7.14	No Specified CF Lease Closures. ....	76
7.15	Financial Covenant. ....	76
7.16	Inactive Subsidiaries .....	76
7.17	Immaterial Subsidiaries Covenant Baskets.....	76

7.18	Pensions and Benefit Plans .....	76
7.19	Hazardous Materials. ....	77
7.20	Sale Leasebacks. ....	77
ARTICLE VIII EVENTS OF DEFAULT AND REMEDIES.....		77
8.01	Events of Default .....	77
8.02	Remedies Upon Event of Default. ....	80
8.03	Application of Funds.....	81
ARTICLE IX JOINDER TO GUARANTEES .....		81
9.01	Joinder to Guarantee. ....	81
ARTICLE X MISCELLANEOUS.....		82
10.01	Amendments, Etc. ....	82
10.02	Notices; Effectiveness; Electronic Communications. ....	82
10.03	No Waiver; Cumulative Remedies .....	83
10.04	Expenses; Indemnity; Damage Waiver.....	83
10.05	Payments Set Aside.....	85
10.06	Successors and Assigns.....	85
10.07	Treatment of Certain Information; Confidentiality.....	85
10.08	Right of Setoff.....	86
10.09	Interest Rate Limitation.....	87
10.10	Counterparts; Integration; Effectiveness.....	87
10.11	Survival .....	87
10.12	Severability .....	87
10.13	Governing Law; Jurisdiction; Etc. ....	87
10.14	Waiver of Jury Trial.....	89
10.15	No Advisory or Fiduciary Responsibility .....	89
10.16	USA PATRIOT Act and PCTFA Notice .....	89
10.17	Foreign Assets Control Regulations .....	90
10.18	Time of the Essence .....	90
10.19	Additional Waivers. ....	90
10.20	No Strict Construction. ....	91
10.21	Judgment Currency. ....	91
10.22	Attachments. ....	92
10.23	Electronic Execution of Assignments and Certain Other Documents. ....	92
10.24	ENTIRE AGREEMENT.....	93
10.25	Language.....	93
10.26	Amendment and Restatement. ....	93
10.27	Acknowledgement and confirmation of Guarantors.....	93
SIGNATURES.....		S-1

## SCHEDULES

1.01	Guarantors
1.04	Extension Collateral
1.06	Permitted Holders
5.01	Loan Parties Organizational Information
5.06	Litigation
5.08(b)(1)	Owned Real Estate
5.08(b)(2)	Leased Real Estate
5.09	Principal Places of Business
5.10	Environmental Matters
5.11	Insurance
5.12	Taxes
5.13	Pension Plans
5.14	Subsidiaries; Other Equity Investments; Equity Interests in the Loan Parties
5.18	Intellectual Property Matters
5.19	Collective Bargaining Agreements
5.22(a)	DDAs
5.22(b)	Credit Card Arrangements
5.24	Material Contracts
5.26	Customs Brokers, Etc.
5.30	Canadian Loan Party Affiliate Transactions
6.12	Phase 1A, Phase 2, Phase 1B and Phase 3 Leasehold Properties
7.01	Existing Liens
7.02	Existing Investments
7.03	Existing Indebtedness
7.05	Permitted Dispositions
7.09	Affiliate Transactions
7.10	Burdensome Agreements
10.02	Certain Addresses for Notices

## AMENDED AND RESTATED TERM LOAN CREDIT AGREEMENT

This AMENDED AND RESTATED TERM LOAN CREDIT AGREEMENT ("Agreement") is entered into as of December 23, 2024 among

HUDSON'S BAY COMPANY ULC, an unlimited liability company organized under the laws of the Province of British Columbia (the "Borrower"),

the Persons named on Schedule 1.01 hereto (collectively, the "Guarantors"), and

2171948 ONTARIO INC., as the "Lender"

### WITNESSETH

WHEREAS the Lender is an Affiliate of Cadillac Fairview; and

WHEREAS the Lender made available to the Borrower, an unsecured term loan facility, in an aggregate principal amount of C\$200,000,000 pursuant to an unsecured term loan agreement entered into as of the Original Closing Date (as amended to the date hereof and in effect, the "**Existing Credit Agreement**"); and

WHEREAS, the Borrower has advised the Lender that it is restructuring certain of its subsidiaries and affiliates and in connection therewith the Borrower has requested that the Lender provide a release of certain guarantors under the Existing Credit Agreement and amend and restate the Existing Credit Agreement on the terms and conditions contained in this Agreement; and

WHEREAS, in accordance with Section 9.01 of the Existing Credit Agreement, the Borrower, the Guarantors, and the Lender desire to amend and restate the Existing Credit Agreement as provided herein.

NOW, THEREFORE, in consideration of the mutual conditions and agreements set forth in this Agreement, and for good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned hereby agree that the Existing Credit Agreement shall be amended and restated in its entirety to read as set forth herein (it being agreed that this Agreement shall not be deemed to evidence or result in a novation or repayment and reborrowing of the Obligations under the Existing Credit Agreement):

## ARTICLE I DEFINITIONS AND ACCOUNTING TERMS

**1.01 Defined Terms.** As used in this Agreement, the following terms shall have the meanings set forth below:

"ABL Agent" means Bank of America, N.A., in its capacity as administrative agent and collateral agent under the ABL Credit Agreement, and its successors and assigns thereunder.

"ABL Credit Agreement" means that certain Second Amended and Restated Credit Agreement dated as of the Effective Date, among the Borrower, as lead borrower, the guarantors from time to time party thereto, the ABL Agent, as agent, and the lenders from time to time party thereto, as the same may from time to time be amended, amended and restated, supplemented or otherwise modified from time to time in accordance with this Agreement.

“ABL Loan Documents” means the “Loan Documents” under and as defined in the ABL Loan Credit Agreement.

“ABL Obligations” means the “Obligations” under and as defined in the ABL Credit Agreement, as in effect on the Effective Date.

“Acquired EBITDA” means, with respect to any Acquired Entity or Business for any period, the amount for such period of Consolidated EBITDA of such Acquired Entity or Business (determined as if references to the Parent and the Restricted Subsidiaries in the definition of “Consolidated EBITDA” were references to such Acquired Entity or Business and its Restricted Subsidiaries), as applicable, all is determined on a consolidated basis for such Acquired Entity or Business, as applicable.

“Acquired Entity or Business” has the meaning set forth in the definition of “Consolidated EBITDA.”

“Acquisition” means, with respect to any Person (a) a purchase of a Controlling interest in the Equity Interests of any other Person, (b) a purchase or other acquisition of all or substantially all of the assets or properties of, another Person or of any business unit of another Person, or (c) any merger, amalgamation, or consolidation of such Person with any other Person or other transaction or series of transactions resulting in the acquisition of all or substantially all of the assets, or a Controlling interest in the Equity Interests, of any Person; provided that any transaction or group of transactions which are part of a common plan involving Acquisition Consideration not to exceed C\$8,250,000 for all such transactions in the aggregate after the Effective Date shall not constitute an “Acquisition” hereunder.

“Acquisition Consideration” means, with respect to any Acquisition, the aggregate cash and non-cash consideration for such Acquisition. The “Acquisition Consideration” for any Acquisition expressly includes Indebtedness assumed in such Acquisition and the good faith estimate by the Borrower of the maximum amount of any deferred purchase price obligations (including earn-out payments) incurred in connection with such Acquisition. The “Acquisition Consideration” for any Acquisition expressly excludes (a) Equity Interests of the Parent issued to the seller as consideration for such Acquisition and (b) the Net Proceeds of the sale or issuance of Equity Interests by the Parent to the extent such Acquisition is made within 180 days of the receipt of such Net Proceeds by the Parent or its Subsidiaries.

“Affiliate” means, with respect to any Person, (i) another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified, (ii) any director, officer, managing member, partner, trustee, joint venturer, or beneficiary of that Person, and (iii) any other Person directly or indirectly holding 10% or more of any class of the Equity Interests of that Person; provided, however, that the Lender shall in no event be deemed an Affiliate of the Parent or any of its Subsidiaries.

“Agreement” means this Amended and Restated Term Loan Credit Agreement.

“AML Legislation” means the USA PATRIOT Act, the PCTFA, and each other anti-terrorism and legislation, rules and regulations, and anti-money laundering laws and “know your client” policies, regulations, laws or rules, in each case, binding on or affecting the Person referred to in the context in which the term is used or binding or affecting the assets of such Person, including any guidelines or orders under any of the foregoing.

“Attributable Indebtedness” means, on any date, (a) in respect of any Capital Lease Obligation of any Person, the capitalized amount thereof that would appear on a balance sheet of such Person prepared as of such date in accordance with GAAP or IFRS, as applicable, and (b) in respect of any Synthetic Lease Obligation, the capitalized amount of the remaining lease or similar payments under the relevant lease or other applicable agreement or instrument that would appear on a balance sheet of such Person prepared as of such date in accordance with GAAP or IFRS, as applicable, if such lease, agreement or instrument were accounted for as a capital lease.

“Availability” has the meaning specified in the ABL Credit Agreement, as in effect from time to time.

“Benefit Plans” means any plan, fund, program, or policy, whether oral or written, formal or informal, funded or unfunded, insured or uninsured, providing employee benefits, including medical, hospital care, dental, sickness, accident, disability, life insurance, pension, retirement or savings benefits, under which any Loan Party has any liability with respect to any employee or former employee, but excluding any Pension Plans.

“BIA” means the *Bankruptcy and Insolvency Act* (Canada), as amended.

“Borrower” has the meaning specified in the introductory paragraph hereto.

“Borrowing Base” has the meaning given to such term in the ABL Credit Agreement as in effect on the Effective Date.

“Business Day” means any day other than a Saturday, Sunday or other day on which commercial banks are authorized or required by law to be closed in Toronto, Ontario, Canada.

“Cadillac Fairview” means The Cadillac Fairview Corporation Limited.

“Canadian Blocked Person” means any Person that is a “designated person”, “politically exposed foreign person”, or “terrorist group” as described in any Canadian Economic Sanctions and Export Control Laws, in each case subject to economic sanctions pursuant to Canadian AML Legislation.

“Canadian Dollars” or “C\$” shall mean the lawful currency of Canada.

“Canadian Economic Sanctions and Export Control Laws” means any Canadian laws, regulations or orders governing dealings with countries, entities, organizations, or individuals subject to economic sanctions and similar measures, including the *Special Economic Measures Act* (Canada), the *United Nations Act* (Canada), the *Freezing Assets of Corrupt Foreign Officials Act* (Canada), Part II.1 of the *Criminal Code* (Canada), and any related regulations.

“Canadian HoldCo” means HBC Canada Parent Holdings Inc., a corporation organized under the laws of the Province of British Columbia.

“Canadian HoldCo2” means HBC Canada Parent Holdings 2 Inc., a corporation organized under the laws of the Province of British Columbia.

“Canadian Retail Business” means the operation by the Loan Parties of Hudson’s Bay Stores, Saks Fifth Avenue Stores and Saks Off Fifth Stores in Canada (including the e-commerce



site TheBay.com and excluding, for greater certainty, the e-commerce sites Saks.com and Saksoff5th.com) and all ancillary activities conducted by the Loan Parties in relation thereto.

“Capital Lease Obligations” means, with respect to any Person for any period, the obligations of such Person to pay rent or other amounts under any lease of (or other arrangement conveying the right to use) real or personal property, or a combination thereof, which obligations are required to be classified and accounted for as liabilities on a balance sheet of such Person under GAAP or IFRS, as applicable, and the amount of which obligations shall be the capitalized amount thereof determined in accordance with GAAP or IFRS, as applicable.

“Cash Dominion Event” has the meaning given to such term in the ABL Credit Agreement as in effect from time to time.

“Cash Flow Forecast” has the meaning provided in Section 6.02(g).

“Cash Flow Forecast Template” means a Cash Flow Forecast template substantially in the form attached to the ABL Credit Agreement as an exhibit.

“CCAA” means the *Companies’ Creditors Arrangement Act* (Canada), as amended.

“CF Lease” means any ground, operating or other type of lease between the Borrower or any Subsidiary or Affiliate thereof, as a tenant, and Cadillac Fairview or any Subsidiary or Affiliate thereof (either by itself or with any co-owner (or an Affiliate thereof) of the applicable property), as a landlord, together with any amendments, supplements, or waivers thereto from time to time.

“Change in Law” means the occurrence, after the Effective Date, of any of the following: (a) the adoption or taking effect of any law, rule, regulation or treaty, (b) any change in any law, rule, regulation or treaty or in the administration, interpretation, implementation or application thereof by any Governmental Authority or (c) the making or issuance of any request, rule, guideline or directive (whether or not having the force of law) by any Governmental Authority; provided that notwithstanding anything herein to the contrary, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith, (y) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, and (z) the regulations of the European Union commonly referred to as “CRD IV” and “CRR” shall in each case be deemed to be a “Change in Law”, regardless of the date enacted, adopted or issued.

“Change of Control” means an event or series of events by which:

(a) the direct or indirect sale, transfer, conveyance or other Disposition (other than by way of merger, amalgamation or consolidation), in one or a series of related transactions, of all or substantially all of the properties or assets of the Parent and its Restricted Subsidiaries, taken as a whole, to any “person” or “group” (as those terms are used in Section 13(d)(3) of the Exchange Act); or

(b) the consummation of any transaction (including, without limitation, any merger, amalgamation or consolidation), the result of which is that any “person” or “group” (as defined above), (other than the Permitted Holders) becomes the beneficial owner, directly or indirectly, of more than 35%

of the combined voting power of all of Equity Interests entitled to vote for members of the board of directors or equivalent governing body of the Parent; or

(c) Parent shall cease to own and control legally and beneficially, either directly or indirectly, equity securities in Canadian Holdco and Canadian Holdco2 representing 100% of the combined voting power of all of Equity Interests in Canadian Holdco and Canadian Holdco2 entitled to vote for members of the board of directors or equivalent governing body of Canadian Holdco and Canadian Holdco2 on a fully-diluted basis free and clear of all Liens (other than statutory Liens otherwise permitted hereunder); or

(d) Canadian Holdco shall cease to own and control legally and beneficially, either directly or indirectly (through one or more Loan Parties), equity securities in the Borrower representing 100% economic interests and 100% of the combined voting power of all of Equity Interests entitled to vote for members of the board of directors or equivalent governing body of the Borrower on a fully-diluted basis free and clear of all Liens (other than statutory Liens otherwise permitted hereunder), or

(d) the Borrower or Canadian Holdco2, as applicable shall cease to own and control legally and beneficially, either directly or indirectly (through one or more Loan Parties), equity securities in each other Loan Party (other than the Borrower or Canadian Holdco2) representing 100% economic interests and 100% of the combined voting power of all of Equity Interests entitled to vote for members of the board of directors or equivalent governing body of such Loan Parties on a fully-diluted basis free and clear of all Liens (other than statutory Liens otherwise permitted hereunder), except where such failure is as a result of a transaction permitted by the Loan Documents; or

(d) a Change of Control (as the term is defined in the ABL Credit Agreement) shall have occurred; or

(e) a Change of Control (as the term is defined in the Term Loan Credit Agreement) shall have occurred at any time while the Obligations (as that term is defined in the Term Loan Credit Agreement in effect on the Effective Date) have not been "Paid in Full" (as defined in the Term Loan Credit Agreement in effect on the Effective Date).

"Collateral" means any and all property and assets of the Loan Parties and the Pledgor Unrestricted Subsidiaries that is or is intended under the terms of this Agreement or the Security Documents to be subject to a Lien in favour of the Lender to secure the Obligations

"Compliance Certificate" means the compliance certificate, in the form of Exhibit A, required to be delivered in accordance with Section 6.02.

"Consolidated" means, when used to modify a financial term, test, statement, or report of a Person, the application or preparation of such term, test, statement or report (as applicable) based upon the consolidation, in accordance with GAAP or IFRS, as applicable, of the financial condition or operating results of the Parent and its Restricted Subsidiaries.

"Consolidated EBITDA" means, with reference to the Parent and its Restricted Subsidiaries in respect of any period, earnings (loss) before interest expense, income taxes, depreciation and amortization expense for such period adjusted to exclude the following: (i) business and organization

restructuring/realignment charges; (ii) merger/acquisition costs and expenses and other transaction costs and expenses associated with financings constituting Permitted Indebtedness (including in connection with amendments to the Loan Documents and the “Loan Documents” (as such term is defined in the Term Loan Credit Agreement)); (iii) non-cash charges (including non-cash foreign currency gains or losses); (iv) gains or losses from Monetization Events and (v) normalizing adjustments and non-cash gains or losses, if any, related to transactions that are not associated with day-to-day operations or that arise from unusual or infrequently occurring events including discontinued operations, each determined in good faith by management of the Parent, all as determined on a Consolidated basis in accordance with GAAP or IFRS, as applicable (it being agreed that the calculation of Consolidated EBITDA for any period shall exclude the earnings of any Person that is not the Parent or a Restricted Subsidiary of the Parent; provided that Consolidated EBITDA shall be increased by the aggregate amount of dividends, distributions or other payments actually paid in cash or cash equivalents (or to the extent subsequently converted to cash or cash equivalents) to the Borrower or a Restricted Subsidiary by such Person in respect of such period).

There shall be included in determining Consolidated EBITDA for any period, without duplication, the Acquired EBITDA of any Person, property, business or asset acquired by the Parent or any Restricted Subsidiary during such period (but not the Acquired EBITDA of any related Person, property, business or assets to the extent not so acquired), to the extent not subsequently sold, transferred or otherwise disposed by the Parent or such Restricted Subsidiary during such period (each such Person, property, business or asset acquired and not subsequently so disposed of, an “Acquired Entity or Business”), based on the actual Acquired EBITDA of such Acquired Entity or Business for such period (including the portion thereof occurring prior to such acquisition). There shall be excluded in determining Consolidated EBITDA for any period the Disposed EBITDA of any Person, property or business sold, transferred or otherwise disposed of or, closed or classified as discontinued operations (but if such operations are classified as discontinued due to the fact that they are subject to an agreement to dispose of such operations, only when and to the extent such operations are actually disposed of) by the Parent or any Restricted Subsidiary during such period (each such Person, property, business or asset so sold or disposed of, a “Sold Entity or Business”), based on the actual Disposed EBITDA of such Sold Entity or Business for such period (including the portion thereof occurring prior to such sale, transfer or disposition).

“Consolidated Fixed Charge Coverage Ratio” has the meaning given to such term in the ABL Credit Agreement as in effect on the Effective Date.

“Contractual Obligation” means, as to any Person, any provision of any security issued by such Person or of any agreement, instrument or other undertaking to which such Person is a party or by which it or any of its property is bound.

“Contributed Assets” means the HBC Europe Business (as defined in the Opco Implementation Agreement) and any assets comprising any portion thereof including the HBC Contributed Shares (as defined in the Opco Implementation Agreement) and the receivables that the Parent (as defined in the Existing Credit Agreement) and HBC Europe S.à r.l. and their Affiliates have against the HBC Europe Business existing on or prior to the OpCo Closing Date (as defined in the Opco Implementation Agreement) (but excluding receivables under the bridge loan granted pursuant to Clause 9 of the Opco Implementation Agreement) and a cash payment of €100,000,000

“Control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. “Controlling” and “Controlled” have meanings correlative thereto.

“CRA” means the Canada Revenue Agency.

“Debtor Relief Laws” means (a) the Bankruptcy Code of the United States, (b) the BIA, the CCAA, the WURA and (c) all other liquidation, conservatorship, bankruptcy, winding up, assignment for the benefit of creditors, moratorium, rearrangement, arrangement (including any governing corporate statute providing for arrangements where such arrangement involves the compromise of debts or creditors), receivership, insolvency, reorganization, examinership, or similar debtor relief Laws of United States, Canada or other applicable jurisdictions from time to time in effect.

“Deed of Hypothec” means each deed of hypothec entered between the Lender and each Loan Party signatory thereto.

“Default” means any event or condition that constitutes an Event of Default or that, with the giving of any notice, the passage of time, or both, would be an Event of Default.

“Default Rate” means an interest rate equal to the interest rate otherwise applicable to the Loan plus two percent (2.00%) per annum.

“Designated Jurisdiction” means any country, region or territory to the extent that such country or territory is the subject of any Sanction.

“Disposed EBITDA” means, with respect to any Sold Entity or Business for any period, the amount for such period of Consolidated EBITDA of such Sold Entity or Business (determined as if references to the Parent and the Restricted Subsidiaries in the definition of “Consolidated EBITDA” (and in the component definitions used therein) were references to such Sold Entity or Business and its Restricted Subsidiaries), all as determined on a consolidated basis for such Sold Entity or Business.

“Disposition” or “Dispose” means the sale, transfer, license, lease, gift or other disposition (including any sale and leaseback transaction), whether in one transaction or in a series of transactions, of any property (including, without limitation, any Equity Interests other than any sale or issuance of Equity Interests in the Parent) by any Person (or the granting of any option or other right to do any of the foregoing), including any sale, assignment, transfer, gift or other disposal, with or without recourse, of any notes or accounts receivable or any rights and claims associated therewith.

“Disqualified Stock” means any Equity Interest that, by its terms (or by the terms of any security into which it is convertible, or for which it is exchangeable, in each case at the option of the holder thereof), or upon the happening of any event, matures or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, or redeemable at the option of the holder thereof, in whole or in part, on or prior to the date that is ninety-one (91) days after the date on which the Loan matures; provided, however, that (i) only the portion of such Equity Interests which so matures or is mandatorily redeemable, is so convertible or exchangeable or is so redeemable at the option of the holder thereof prior to such date shall be deemed to be Disqualified Stock and (ii) with respect to any Equity Interests issued to any employee or to any plan for the benefit of employees of the Borrower or its Restricted Subsidiaries or by any such plan to such employees, such Equity Interest shall not constitute Disqualified Stock solely because it may be required to be repurchased by the Borrower, or one of its Subsidiaries in order to satisfy applicable statutory or regulatory obligations or as a result of such employee’s termination, resignation, death or disability and if any class of Equity Interest of such Person that by its terms authorizes such Person to satisfy its obligations thereunder solely by delivery of an Equity Interest that is not Disqualified Stock, such Equity Interests shall not be deemed to be Disqualified Stock. Notwithstanding the preceding sentence, any Equity Interest that

would constitute Disqualified Stock solely because the holders thereof have the right to require a Loan Party to repurchase such Equity Interest upon the occurrence of a change of control or an asset sale shall not constitute Disqualified Stock. The amount of Disqualified Stock deemed to be outstanding at any time for purposes of this Agreement will be the maximum amount that the Borrower and its Restricted Subsidiaries may become obligated to pay upon maturity of, or pursuant to any mandatory redemption provisions of, such Disqualified Stock or portion thereof, plus accrued dividends.

“Dollars” and “\$” mean lawful money of the United States.

“Effective Date: means the first date all the conditions precedent in Section 4.01 are satisfied or waived in accordance with Section 10.01.

“Effective Date Refinancing” means (a) in connection with the Existing Credit Agreement, (i) the termination and/or release of all guarantees thereunder solely with respect to all “Loan Parties” (as defined therein) organized in the United States party thereto and (ii) the acknowledgement and/or reaffirmation of all guarantees thereunder solely with respect to the Loan Parties, (b) the entering into of the ABL Credit Agreement, (c) the termination and/or release of any security interests and guarantees made by HBC I L.P., a Delaware limited liability company, and its Subsidiaries in connection with the Term Loan Credit Agreement and ABL Credit Agreement including without limitation “Loan Parties” (as defined therein) organized in the United States party thereto and (d) the repayment in full or amendment and restatement of the Term Loan Credit Agreement, dated as of November 25, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time), by and among the Borrower, the other borrowers and guarantors from time to time party thereto, the lenders party thereto and the Term Loan Agent.

“Effective Date Transactions” means (i) the Neptune Merger (including, for the avoidance of doubt, the payment of any earn-outs, deferred purchase price adjustments and/or any other amounts due and owing under the Neptune Merger Agreement), (ii) the Effective Date Refinancing, (iii) entering into of the Term Loan Credit Agreement and the initial borrowings thereunder, (iv) release of escrow of the net proceeds to Saks Global Enterprises LLC (f/k/a HBC US Holdings LLC) under the Saks Global Notes Facility, (v) the entering into of the Saks Global Revolving Facility and the initial borrowings thereunder, and (vi) the payments of fees, commissions and expenses in connection with each of the foregoing.

“Electronic Copy” has the meaning specified in Section 10.25.

“Electronic Record” has the meaning specified in Section 10.25.

“Electronic Signature” has the meaning in Section 10.25.

“Embargoed Person” means any party that (i) is publicly identified on the most current list of “Specially Designated Nationals and Blocked Persons” published by the U.S. Treasury Department’s Office of Foreign Assets Control (“OFAC”), (ii) resides, is organized or chartered, or has a place of business in a Designated Jurisdiction or (iii) is a Canadian Blocked Person.

“Environmental Laws” means all applicable federal, state, local, provincial, territorial, municipal, local and foreign laws (including the common law), statutes, ordinances, codes, rules, guidelines, policies, procedures, standards, permits, concessions, grants, franchises, licenses, governmental restrictions and regulations, now or hereafter in effect, and in each case as amended or supplemented from time to time, and any applicable judicial or administrative interpretation thereof, including any applicable judicial or

administrative order, consent decree, order or judgment that has the force of law, imposing liability or standards of conduct for or relating to the regulation and protection of human, plant or animal health or safety, the environment or natural resources (including air, surface water, groundwater, wetlands, land, soil, land surface or subsurface strata, wildlife, aquatic species and vegetation) or the release of any Hazardous Materials into the environment. Environmental Laws include, without limitation, the *Canadian Environmental Protection Act*, 1999, *Fisheries Act*, *Transportation of Dangerous Goods Act*, 1992, the *Migratory Birds Protection Act*, 1994, the *Species At Risk Act*, the *Hazardous Products Act*, the *Canada Shipping Act* and the *Canada Wildlife Act*.

“Environmental Liability” means any liability, obligation, damage, loss, claim, action, suit, judgment, order, fine, penalty, fee, expense, or cost, contingent or otherwise (including any liability for damages, costs of environmental remediation, fines, penalties or indemnities), of the Borrower, any other Loan Party or any of their respective Restricted Subsidiaries directly or indirectly resulting from or based upon (a) violation of any Environmental Law, (b) the generation, use, handling, transportation, storage, treatment or disposal or presence of any Hazardous Materials, (c) exposure to any Hazardous Materials, (d) the release or threatened release of any Hazardous Materials into the environment or (e) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

“Equipment” means all “equipment,” as such term is defined in the PPSA, now owned or hereafter acquired by any Loan Party, wherever located and, in any event, including all such Loan Party’s machinery and equipment, including processing equipment, conveyors, machine tools, data processing and computer equipment, including embedded software and peripheral equipment and all engineering, processing and manufacturing equipment, office machinery, furniture, materials handling equipment, tools, attachments, accessories, automotive equipment, trailers, trucks, forklifts, molds, dies, stamps, motor vehicles, rolling stock and other equipment of every kind and nature, trade fixtures and fixtures not forming a part of real property, all whether now owned or hereafter acquired, and wherever situated, together with all additions and accessions thereto, replacements therefor, all parts therefor, all substitutes for any of the foregoing, fuel therefor, and all manuals, drawings, instructions, warranties and rights with respect thereto, and all products and proceeds thereof and condemnation awards and insurance proceeds with respect thereto.

“Equity Interests” means, with respect to any Person, all of the shares of capital stock of (or other ownership or profit interests in) such Person, all of the warrants, options or other rights for the purchase or acquisition from such Person of shares of capital stock of (or other ownership or profit interests in) such Person, all of the securities convertible into or exchangeable for shares of capital stock of (or other ownership or profit interests in) such Person or warrants, rights or options for the purchase or acquisition from such Person of such shares (or such other interests), and all of the other ownership or profit interests in such Person (including partnership, member or trust interests therein), whether voting or non-voting.

“Equivalent Amount” means with respect to any two currencies, the amount obtained in one such currency when an amount in the other currency is converted into the first currency using the spot rate of exchange for such conversion as quoted by the Bank of Canada at the close of business on the Business Day that such conversion is to be made (or, if such conversion is to be made before close of business on such Business Day, then at approximately close of business on the immediately preceding Business Day).

“Event of Default” has the meaning specified in Section 8.01. An Event of Default shall be deemed to be continuing unless and until that Event of Default has been duly waived as provided in Section 8.02(c) hereof.

“Excluded Subsidiaries” means (a) any Subsidiary that is identified on Schedule 5.14 as of the Effective Date as an Excluded Subsidiary, (b) [reserved] (c) any Immaterial Subsidiary of the Borrower, (d) [reserved], (e) any Subsidiary that is prohibited by applicable Law or Contractual Obligations existing on the Effective Date (or, in the case of any newly acquired or formed Subsidiary, in existence at the time of acquisition or formation but not entered into in contemplation thereof) from guaranteeing the Obligations, (f) any Subsidiary to the extent that a guaranty of the Obligations by such Subsidiary could reasonably be expected to result in any violation or breach of, or conflict with, fiduciary duties of such Subsidiary’s officers, directors, or managers or have the potential to result in a material risk of personal or criminal liability for any officer of any Subsidiary of the Borrower, (g) any Unrestricted Subsidiaries, (h) any Subsidiary organized under the laws of a jurisdiction other than Canada, the United States or a province, state or territory thereof, and (i) any other Subsidiary with respect to which, as reasonably determined in writing by the Borrower in consultation with the Lender (acting reasonably), the cost or consequences (including any adverse tax consequences to the Borrower or any of its Restricted Subsidiaries or any of their direct or indirect owners) of guaranteeing the Obligations will be excessive in view of the benefits to be obtained by the Lender therefrom; provided that no Subsidiary that is not an Excluded Subsidiary under the ABL Credit Agreement shall be an Excluded Subsidiary.

“Excluded Taxes” means any of the following Taxes imposed on or with respect to, any Recipient or required to be withheld or deducted from a payment to a Recipient, (a) Taxes imposed on or measured by such Recipient’s net income or profits (however denominated), franchise Taxes, capital Taxes, branch profits Taxes or any similar Tax imposed on or measured by its net income or profits (however denominated), in each case, (i) imposed as a result of such Recipient being organized under the laws of, or having its principal office located in, the jurisdiction imposing such Tax (or any political subdivision thereof) or (ii) that are Other Connection Taxes, (b) Taxes attributable to such Recipient’s failure to comply with Section 3.01(e), (c) any withholding Taxes imposed pursuant to FATCA, (d) any withholding Taxes imposed on a payment by or on account of any obligation of a Loan Party hereunder: (i) to a Person with which the Loan Party does not deal at arm’s length (for the purposes of the ITA) at the time of making such payment or (ii) in respect of a debt or other obligation to pay an amount to a Person with whom the payer is not dealing at arm’s length (for the purposes of the ITA) at the time of such payment, and (e) any withholding Taxes imposed on a Recipient by reason of such Recipient: (i) being a “specified shareholder” (as defined in subsection 18(5) of the ITA) of any Loan Party, or (ii) not dealing at arm’s length (for the purposes of the ITA) with a “specified shareholder” (as defined in subsection 18(5) of the ITA) of any Loan Party.

“Existing Credit Agreement” has the meaning given such term in the recitals hereto.

“Extension Collateral” means the property and assets of the Loan Parties and Pledgor Unrestricted Subsidiaries set forth on Schedule 1.04 hereto.

“Facility Guarantee” means (a) the guarantee of the Obligations made by the Loan Parties and any other Person that becomes a party thereto from time to time dated as of June 26, 2023 in favour of the Lender as supplemented by the joinder provided for in ARTICLE IX hereof, and (b) all other Guarantees of the Obligations made by a Person who becomes a Guarantor in accordance with Section 6.11(a) of this Agreement, in each case, in favour of the Lender in such form reasonably satisfactory to the Lender.

“FASB” means the Financial Accounting Standards Board, which promulgates accounting standards.

“FATCA” means Sections 1471 through 1474 of the Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof and any agreements entered into pursuant to Section 1471(b)(1) of the Code or any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation of such sections of the Code.

“FCPA” has the meaning set forth in Section 5.29.

“Fiscal Month” means any of the monthly accounting periods of the Parent and its Subsidiaries.

“Fiscal Quarter” means any of the quarterly accounting periods of the Parent and its Subsidiaries ending on or about April 30, July 31, October 31 and January 31 of each year.

“Fiscal Year” means any of the annual accounting periods of the Parent and its Subsidiaries ending on or about January 31 of each year.

“Foreign Assets Control Regulations” means the Trading With the Enemy Act and other foreign assets control regulations of the United States Treasury Department (31 C.F.R., Subtitle B, Chapter V, as amended) and any other enabling legislation or executive order relating to any of the foregoing (which for the avoidance of doubt shall include, but shall not be limited to the Executive Order and the USA PATRIOT Act).

“Foreign Cash Equivalents” means, with respect to the Loan Parties, (a) certificates of deposit, guaranteed investment certificates, or bankers acceptances of, and bank deposits with, any bank organized under the laws of any country that is a member of the European Economic Community or of Canada or any subdivision thereof, whose short-term commercial paper rating from S&P is at least A-1 or the equivalent thereof or from Moody’s is at least P-1 or the equivalent thereof, in each case with maturities of not more than six months from the date of acquisition, (b) commercial paper maturing not more than one year from the date of creation thereof and, at the time of acquisition, having the highest rating obtainable from either S&P’s or Moody’s, (c) shares of any money market mutual fund that has its assets invested continuously in the types of investments referred to in clauses (a) and (b) above, and (d) in the case of any Loan Party, such local currencies in those countries in which such Loan Party transacts business from time to time in the ordinary course of business, in each case, customarily utilized in countries in which such Loan Party operates for short term cash management purposes.

“Free Cash Flow” has the meaning given to such term in the ABL Credit Agreement as in effect as of the Effective Date.

“Free Cash Flow Qualifying Event” has the meaning given to such term in the ABL Credit Agreement as in effect as of the Effective Date.

“FSRA” means the Financial Services Regulatory Authority of Ontario and any Person succeeding to the functions thereof and includes the Ontario Superintendent of Financial Services and any other Governmental Authority empowered or created by the *Pension Benefits Act* (Ontario) or any Governmental Authority of any other Canadian jurisdiction exercising similar functions in respect of any Pension Plan of any Loan Party and any Governmental Authority succeeding to the functions thereof.



“GAAP” means generally accepted accounting principles in the United States set forth in pronouncements of the FASB or such other principles as may be approved by a significant segment of the accounting profession in the United States, that are applicable to the circumstances as of the date of determination, consistently applied; provided that, with respect to Restricted Subsidiaries of Parent organized under the laws of Canada, or any province or territory thereof, “GAAP” shall mean principles which are consistent with those promulgated or adopted by the Canadian Institute of Chartered Accountants and its predecessors (or successors) in effect and applicable to the accounting period in respect of which reference to GAAP is being made, including IFRS.

“General Security Agreement” means the general security agreement dated as of the Effective Date among the Loan Parties and the Lender, as the same may be amended, restated, amended and restated, supplemented or otherwise modified in accordance with the terms thereof.

“Governmental Authority” means the government of the United States, Canada, or any other nation, or of any political subdivision thereof, whether state, provincial, territorial, municipal, or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank) and any group or body charged with setting financial accounting or regulatory capital rules or standards (including, without limitation, the FASB, the Bank for International Settlements or the Basel Committee on Banking Supervision or any successor or similar authority to any of the foregoing).

“Guarantee” means, as to any Person, (a) any obligation, contingent or otherwise, of such Person guaranteeing or having the economic effect of guaranteeing any Indebtedness or other obligation payable by another Person (the “primary obligor”) in any manner, whether directly or indirectly, and including any obligation of such Person, direct or indirect, (i) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other monetary obligation, (ii) to purchase or lease property, securities or services for the purpose of assuring the obligee in respect of such Indebtedness or other monetary obligation of the payment of such Indebtedness or other monetary obligation, (iii) to maintain working capital, equity capital or any other financial statement condition or liquidity or level of income or cash flow of the primary obligor so as to enable the primary obligor to pay such Indebtedness or other monetary obligation, or (iv) entered into for the purpose of assuring in any other manner the obligee in respect of such Indebtedness or other monetary obligation of the payment thereof or to protect such obligee against loss in respect thereof (in whole or in part), or (b) any Lien on any assets of such Person securing any Indebtedness or other monetary obligation of any other Person, whether or not such Indebtedness or other monetary obligation is assumed by such Person (or any right, contingent or otherwise, of any holder of such Indebtedness to obtain any such Lien). The amount of any Guarantee shall be deemed to be an amount equal to the stated or determinable amount of the related primary obligation, or portion thereof, in respect of which such Guarantee is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof. The term “Guarantee” as a verb has a corresponding meaning.

“Guarantor” means (a) the Borrower, (b) each of the Parent’s Restricted Subsidiaries existing on the Effective Date, which are listed on Schedule 1.01 (including Canadian Holdco and Canadian Holdco2), and (c) each other Restricted Subsidiary of the Parent that shall be required to execute and deliver a Facility Guarantee in favour of the Lender in respect of this Agreement pursuant to Section 6.11.

“Hazardous Materials” means all explosive or radioactive substances or wastes and all hazardous or toxic substances, wastes or other pollutants, including petroleum or petroleum distillates, asbestos or

asbestos-containing materials, polychlorinated biphenyls, radon gas, infectious or medical wastes and all other substances or wastes of any nature regulated pursuant to any Environmental Law.

“HBC Netherlands Liquidation” means the voluntary liquidation, dissolution or winding up of the HBC Netherlands business and related assets.

“HBC Netherlands SPA” means the sale and purchase agreement dated 08/09/10 June 2019 (as amended and/or amended and restated from time to time) between, among others, HBC Europe S.à r.l. as purchaser (the “HBC Netherlands Purchaser”), and European Department Store Holding S.à r.l. as seller (the “HBC Netherlands Seller”) pursuant to which the HBC Netherlands Seller sold its shareholding in HBC Netherlands B.V. (“HBC Netherlands”) to HBC Netherlands Purchaser.

“HBC Netherlands Transaction” means the acquisition of all shares in HBC Netherlands B.V. by HBC Europe S.à r.l. (or any of its Affiliates) pursuant to the HBC Netherlands SPA, as a result of which the Parent (as defined in the Existing Credit Agreement) became the sole indirect shareholder of HBC Netherlands B.V.

“IFRS” means International Financial Reporting Standards, namely the standards, interpretations and framework for the preparation and presentation of financial statements (in the absence of a standard interpretation) as adopted in Canada by the Accounting Standards Board of the Canadian Institute of Chartered Accountants.

“Immaterial Subsidiary” means, at any date of determination, any Restricted Subsidiary of the Parent that is identified on Schedule 5.14 as of the Effective Date as an Immaterial Subsidiary or that is formed following the Effective Date and that in each case, (a) does not have total assets or annual revenue in an amount in excess of 1.25% of the consolidated assets or annual revenues of the Parent and its Restricted Subsidiaries as of the last day of the most recently completed fiscal quarter, in each case determined in accordance with GAAP or IFRS, as applicable, for such period, individually or 2.5% of the consolidated assets in the aggregate with all other Restricted Subsidiaries excluded pursuant to this clause (a), (b) does not hold legal or beneficial title to any assets of the type included in the Borrowing Base having an aggregate value in excess of C\$250,000 and (c) constitutes an Immaterial Subsidiary for purposes of the ABL Credit Agreement.

“Implementation Agreements” means the Opco Implementation Agreement and the Propco Implementation Agreement, collectively.

“Inactive Subsidiary” means each Subsidiary of the Parent listed on Schedule 5.14 as an “Inactive Subsidiary”.

“Indebtedness” means, as to any Person at a particular time, without duplication, all of the following, whether or not included as indebtedness or liabilities in accordance with GAAP or IFRS, as applicable:

- (a) all obligations of such Person for borrowed money and all obligations of such Person evidenced by bonds, debentures, notes, loan agreements or other similar instruments;
- (b) the maximum amount of all direct or contingent obligations of such Person arising under letters of credit (including standby and commercial), bankers’ acceptances, bank guarantees, surety bonds and similar instruments;

- (c) net obligations of such Person under any Swap Contract;
- (d) all obligations of such Person to pay the deferred purchase price of property or services (other than trade accounts payable in the ordinary course of business and, in each case, not past due for more than 180 days after the date on which such trade account payable was created);
- (e) indebtedness (excluding prepaid interest thereon) secured by a Lien on property owned or being purchased by such Person (including indebtedness arising under conditional sales or other title retention agreements), whether or not such indebtedness shall have been assumed by such Person or is limited in recourse;
- (f) all Attributable Indebtedness of such Person;
- (g) all obligations of such Person to purchase, redeem, retire, defease or otherwise make any payment in respect of any Equity Interest in such Person or any other Person (including, without limitation, Disqualified Stock), or any warrant, right or option to acquire such Equity Interest, valued, in the case of a redeemable preferred interest, at the greater of its voluntary or involuntary liquidation preference plus accrued and unpaid dividends (except to the extent that such Person has the right to satisfy its obligations with Equity Interests of such Person); and
- (h) all Guarantees of such Person in respect of any of the foregoing.

For all purposes hereof, the Indebtedness of any Person shall include the Indebtedness of any partnership or joint venture (other than a joint venture that is itself a corporation or limited liability company) in which such Person is a general partner or a joint venturer, unless such Indebtedness is expressly made non-recourse to such Person. The amount of any net obligation under any Swap Contract on any date shall be deemed to be the Swap Termination Value thereof as of such date.

“Indemnified Taxes” means (a) Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by or on account of any obligation of any Loan Party under any Loan Document and (b) to the extent not otherwise described in clause (a), Other Taxes.

“Indemnitees” has the meaning specified in Section 10.04(b).

“Information” has the meaning specified in Section 10.07.

“Intellectual Property” means any (i) patents, applications for patents and reissues, divisions, continuations, renewals, extensions and continuations-in-part of patents or patent applications; (ii) proprietary and non-public business information, including inventions (whether patentable or not), invention disclosures, improvements, discoveries, trade secrets, confidential information, know-how, methods, processes, designs, technology, technical data, schematics, formulae and customer lists, and documentation relating to any of the foregoing; (iii) copyrights, copyright registrations and applications for copyright registration; (iv) mask works, mask work registrations and applications for mask work registrations; (v) designs, design registrations, design registration applications and integrated circuit topographies; (vi) trade names, business names, corporate names, domain names, website names and world wide web addresses, common law trade-marks, trade-mark registrations, trade mark applications, trade dress and logos, and the goodwill associated with any of the foregoing; (vii) software; and (viii) any other intellectual property and industrial property.

“Intellectual Property Security Agreements” has the meaning specified in the applicable Security Documents, in each case as amended.

“Interest Payment Date” means the fifth Business Day of each month and the Maturity Date, and each date of any prepayment of the Loan (with regard to the amount so prepaid).

“Inventory” has the meaning given that term in the ABL Credit Agreement.

“Investment” means, as to any Person, any direct or indirect acquisition or investment by such Person, whether by means of (a) the purchase or other acquisition of Equity Interests of another Person, (b) a loan, advance or capital contribution to, Guarantee or assumption of debt of, or purchase or other acquisition of any other debt or Equity Interest in, another Person, (c) any Acquisition, or (d) any other investment of money or capital to acquire assets used or useful in such Person’s business. For purposes of covenant compliance, the amount of any Investment shall be the amount actually invested, without adjustment for subsequent increases or decreases in the value of such Investment.

“Investor Group” means individually or collectively, (a) any or all of (i) the members of HBC GP LLC on the Effective Date, (ii) the respective limited partners in HBC I L.P., any holding company thereof created in connection with the Effective Date Transactions, and Saks Global Investor L.P. on the Effective Date, and (iii) the holders of equity interests in NMG Parent LLC immediately prior to the consummation of the Neptune Merger, any holding company or similar entity established to act on their behalf, or any agent or representative acting on their behalf, and in each case of clauses (i), (ii) and (iii) , any of their respective successors.

“ITA” means the *Income Tax Act* (Canada).

“Joinder Agreement” means an agreement, in form satisfactory to the Lender pursuant to which, among other things, a Person becomes a party to, and bound by the terms of, this Agreement and/or the other Loan Documents in the same capacity and to the same extent as the Borrower or a Guarantor, as the Lender may determine.

“Judgment Currency” has the meaning given to such term in Section 10.21(a).

“Junior/Senior Intercreditor Agreement” means that certain First Lien/Second Lien Intercreditor Agreement, dated as of the Effective Date, between the ABL Agent, the Term Loan Agent, the Lender and the Loan Parties and each additional party thereto from time to time, as amended, restated, amended and restated or otherwise modified from time to time in accordance with the terms thereof and any replacement intercreditor agreement entered into in connection with any replacement of the Term Loan Credit Agreement, reasonably acceptable to the Lender.

“Laws” means, collectively, all international, foreign, federal, state, provincial, territorial and local statutes, treaties, rules, guidelines, regulations, ordinances, codes and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, licenses, authorizations and permits of, and agreements with, any Governmental Authority.

“Lease Documents” means the Lease Indemnity Agreement, the Mass Lease Amending Agreement “A”, Mass Lease Amending Agreement “B”, Mass Lease Amending Agreement “C”, the Undertaking and

Agreement, each as amended, amended and restated, restated, modified, supplemented, or otherwise in effect from time to time.

“Lease Indemnity Agreement” means the indemnity agreement dated as of the Original Closing Date between certain Affiliates of the Lender, as landlords, represented by their authorized agent, Cadillac Fairview, and HBC US and the Parent, as indemnitors, as amended, amended and restated, restated, modified, supplemented, or otherwise in effect from time to time.

“Lender” means 2171948 Ontario Inc. and its successors and permitted assigns.

“Lender Expenses” means all reasonable and documented out-of-pocket expenses incurred by the Lender and its Affiliates, in connection with this Agreement, the other Loan Documents and the Lease Documents, including without limitation (i) the reasonable and documented fees, charges and disbursements related to (A) the enforcement or protection of their rights in connection with this Agreement, the Loan Documents or the Lease Documents or in connection with any proceeding under any Debtor Relief Laws, and (B) any workout, restructuring or negotiations in respect of any Obligations. The foregoing costs and expenses shall include without limitation all reasonable search charges and fees related thereto, and other reasonable and documented out-of-pocket expenses incurred by the Lender. To the extent a Default or an Event of Default has occurred and is continuing, “Lender Expenses” shall also include the reasonable and documented fees, charges and disbursements of (A) counsel for the Lender, including legal fees and other out-of-pocket expenses of Torys LLP, Daoust Vukovich LLP and of any special or local counsel reasonably retained by the Lender, and (B) outside consultants for the Lender, in connection with any amendments, modifications or waivers of the provisions of this Agreement, the other Loan Documents and the Lease Documents.

“Lien” means any mortgage, deed of trust, pledge, hypothec, assignment, deposit arrangement, encumbrance, lien (statutory or other), trust (deemed, statutory, constructive or otherwise), charge, or preference, priority or other security interest or preferential arrangement in the nature of a security interest of any kind or nature whatsoever (including any conditional sale, Capital Lease Obligation, Synthetic Lease Obligation, or other title retention agreement, and any financing lease having substantially the same economic effect as any of the foregoing).

“Loan” has the meaning assigned to such term in Section 2.01(a).

“Loan Cap” has the meaning given to such term in the ABL Credit Agreement as in effect on the Effective Date.

“Loan Documents” means this Agreement, the Facility Guarantee, the Security Documents, the Junior/Senior Intercreditor Agreement, and any other instrument or agreement now or hereafter executed and delivered in connection herewith (other than the Lease Documents), each as amended and in effect from time to time.

“Loan Parties” means, collectively, the Borrower, all of its Subsidiaries (other than Excluded Subsidiaries) and all Guarantors. “Loan Party” means any one of such Persons.

“Mass Lease Amending Agreement “A”” means the mass lease amending agreement “A” dated June 26, 2023 between Cadillac Fairview, in its own capacity and in its capacity as authorized agent of certain Affiliates of the Lender and authorized agent of co-owners of the property, where applicable, as

landlords, and the Borrower, as tenant, with respect to certain of the CF Leases, as amended, amended and restated, restated, modified, supplemented, or otherwise in effect from time to time.

“Mass Lease Amending Agreement “B”” means the mass lease amending agreement “B” dated June 26, 2023 between Cadillac Fairview, in its own capacity and in its capacity as authorized agent of certain Affiliates of the Lender and authorized agent of co-owners of the property, where applicable, as landlords, and the Borrower, as tenant, with respect to certain of the CF Leases, as amended, amended and restated, restated, modified, supplemented, or otherwise in effect from time to time.

“Mass Lease Amending Agreement “C”” means the mass lease amending agreement “C” dated June 26, 2023 between Cadillac Fairview, in its own capacity and in its capacity as authorized agent of certain Affiliates of the Lender and authorized agent of co-owners of the property, where applicable, as landlords, and the Borrower, as tenant, with respect to certain of the CF Leases, as amended, amended and restated, restated, modified, supplemented, or otherwise in effect from time to time.

“Master Agreement” has the meaning set forth in the definition of “Swap Contract.”

“Material Adverse Effect” means (a) a material adverse change in, or a material adverse effect upon, the results of operations, business, properties, or financial condition of the Loan Parties taken as a whole; (b) a material impairment of the ability of the Loan Parties, taken as a whole, to perform their obligations under the Loan Documents or the Lease Documents; or (c) a material impairment of the rights and remedies of the Lender under the Loan Documents or the Lease Documents or a material adverse effect upon the legality, validity, binding effect or enforceability against the Loan Parties of the Loan Documents or the Lease Documents.

“Material Contract” means, with respect to any Person, each contract to which such Person is a party which, if (a) breached or contravened by any Loan Party or (b) terminated, in each case could reasonably be expected to have a Material Adverse Effect.

“Material Debt Documents” means (a) the ABL Credit Agreement, (b) the Term Loan Credit Agreement to the extent the Term Loan Credit Agreement has not been “Paid in Full” (as defined therein) and (c) any other debt instrument or agreement governing Material Indebtedness from time to time.

“Material Indebtedness” means (a) Indebtedness under the ABL Credit Agreement, (b) Indebtedness under the Term Loan Credit Agreement, and (c) all Indebtedness (other than the Obligations and intercompany Indebtedness due to a Loan Party) of the Loan Parties in an aggregate principal amount exceeding (i) with respect to secured Indebtedness, C\$20,000,000 and (ii) with respect to unsecured Indebtedness or Subordinated Indebtedness, C\$35,000,000. For purposes of determining the amount of Material Indebtedness at any time, (i) the amount of the obligations in respect of any Swap Contract at such time shall be calculated at the Swap Termination Value thereof, (ii) undrawn committed or available amounts shall be included, and (iii) all amounts owing to all creditors under any combined or syndicated credit arrangement shall be included.

“Maturity Date” means the earlier to occur of (a) December 31, 2026 and (b) the date that is ninety-one (91) days after the Term Loan Maturity Date, provided that such date shall be no earlier than the third (3rd) anniversary of the Original Closing Date.

“Maximum Rate” has the meaning provided therefor in Section 10.09.

“Moody’s” means Moody’s Investors Service, Inc. and any successor thereto.

“Monetization Events” means, collectively, (i) any Disposition of a lease, leasehold rights or other real property interests (other than subleases, licenses and other occupancy agreements entered into in the ordinary course of business, and tenant allowances intended to be used for capital improvements) by the Loan Parties or any Subsidiary, and (ii) transactions (which may include, without limitation, assignment, surrender, transfer, settlement, enforcement, or other circumstances) which result in the monetization of value derived from a lease, leasehold rights or other real property interests (other than subleases, licenses and other occupancy agreements entered into in the ordinary course of business, and tenant allowances intended to be used for capital improvements), in each case of clause (i) and (ii) above, including any such transaction occurring at any Loan Party, any Restricted Subsidiary, the RioCan JVCo (in each case, limited to distributions received in respect thereof), any Excluded Subsidiary, any Real Estate Venture (in each case, limited to distributions received in respect thereof), any Pledgor Unrestricted Subsidiary or any Specified Pledged Entity or any Subsidiary thereof.

“Mortgage” means any mortgage, deed of trust or other agreement which conveys or evidences a Lien in favour of the Lender, on Real Estate of a Loan Party, including any amendment, restatement, modification or supplement thereto.

“Mortgaged Property” means any Real Estate of a Loan Party subject to a Mortgage.

“Neo Pledge” means the pledge agreement to be entered into by the Borrower and the Lender pursuant to which the Borrower will pledge the Equity Interests it holds in Neo Financial Technologies Inc. in favour of the Lender.

“Neptune Merger” means the acquisition provided for in the Neptune Merger Agreement.

“Neptune Merger Agreement” means that certain Agreement and Plan of Merger, dated as of July 4, 2024, by and among NMG Parent LLC, a Delaware limited liability company, Saks Global Enterprises LLC (f/k/a HBC US Holdings LLC), a Delaware limited liability company, Neptune NewCo LLC, a Delaware limited liability company and Shareholder Representative Services LLC, a Colorado limited liability company.

“Net Proceeds” has the meaning specified in the ABL Credit Agreement as in effect as of the Effective Date.

“Obligations” means (a) all advances to, and debts (including principal, interest, fees, and reasonable costs and expenses), liabilities, obligations, covenants, indemnities, and duties of, any Loan Party arising under any Loan Document with respect to the Loan (including payments in respect of reimbursement of disbursements and interest thereon), whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising and including interest, fees, reasonable costs and expenses and indemnities that accrue after the commencement by or against any Loan Party or any Affiliate thereof of any proceeding under any Debtor Relief Laws naming such Person as the debtor in such proceeding, regardless of whether such interest and fees are allowed claims in such proceeding and (b) without duplication of the amounts provided for in clause (a), the obligations under the Facility Guarantee executed by the Loan Parties.

“OFAC” has the meaning set forth in the definition of “Embargoed Person”.

“Opco Implementation Agreement” means the Opco Implementation Agreement entered into by Signa Holding GmbH and its Subsidiaries that are party thereto and Hudson’s Bay Company (as predecessor of the Borrower) and its Subsidiaries that are party thereto.

“Opco SPA” means the sale and purchase agreement dated 8/9/10 June 2019 (as amended and / or amended and restated from time to time) between, among others, Signa Holding and certain of its Affiliates as purchaser (collectively the “Opco Purchasers”), and Hudson’s Bay Company (as predecessor of the Borrower) and certain of its Affiliates as sellers (collectively the “Opco Sellers”) pursuant to which the Opco Sellers sold their respective shareholding in the Signa Opco Joint Venture and certain receivables that Hudson’s Bay Company (as predecessor of the Borrower) and HBC Europe Holdco LLC and their Affiliates had against the Signa Opco Joint Venture existing on or prior to the Opco Closing Date (as defined in the Opco SPA) to the Opco Purchasers.

“Original Closing Date” means June 26, 2023.

“Organization Documents” means, (a) with respect to any corporation, the certificate or articles of incorporation or amalgamation, as applicable, and the bylaws (or equivalent or comparable constitutive documents with respect to any non-Canadian jurisdiction); (b) with respect to any limited liability company, the certificate or articles of formation or organization and operating agreement; (c) with respect to any partnership, joint venture, trust or other form of business entity, the partnership, joint venture or other applicable agreement of formation or organization and any agreement, instrument, filing or notice with respect thereto filed in connection with its formation or organization with the applicable Governmental Authority in the jurisdiction of its formation or organization and, if applicable, any certificate or articles of formation or organization of such entity, and (d) in each case, all shareholder or other equity holder agreements, voting trusts and similar arrangements to which such Person is a party or which is applicable to its Equity Interests and all other arrangements relating to the Control or management of such Person.

“Other Connection Taxes” means, with respect to any Recipient, Taxes imposed as a result of a present or former connection between such Recipient and the jurisdiction imposing such Tax (other than connections arising from such Recipient having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Loan Document, or sold or assigned an interest in any Loan or Loan Document).

“Other Taxes” means, all present or future stamp, court or documentary, intangible, recording, filing or similar Taxes that arise from any payment made under, from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a security interest under, or otherwise with respect to, any Loan Document, except any such Taxes that are Other Connection Taxes imposed with respect to an assignment.

“Parent” means HBC IV L.P., a limited partnership formed under the laws of the Province of Ontario.

“Payment Conditions” means, at the time of determination with respect to any specified transaction or payment, that (a) no Default or Event of Default, or Default or Event of Default (as therein defined) under the ABL Credit Agreement or, so long as the Term Loan Credit Agreement is not “Paid in Full” (as defined in the Term Loan Credit Agreement on the Effective Date), the Term Loan Credit Agreement, then exists or would arise as a result of entering into such transaction or the making of such payment, and (b) after giving effect to such transaction or payment, (i) the Pro Forma Availability Condition has been



satisfied and (ii) the Consolidated Fixed Charge Coverage Ratio, as calculated on a pro-forma basis for the most recent period of four Fiscal Quarters ending prior to such transaction or payment for which financial statements have been, or were required to be, delivered to the Lender, is equal to or greater than 1.00:1.00; provided that the provisions of this clause (b)(ii) shall not be applicable if, after giving effect to such transaction or payment, Pro Forma Excess Availability is, and is projected to be, greater than twenty percent (20%) of the Loan Cap. Prior to undertaking any transaction or payment which is subject to the Payment Conditions, the Borrower shall deliver to the Lender evidence of satisfaction of the conditions contained in clause (b) above on a basis (including, without limitation, giving due consideration to results for prior periods) reasonably satisfactory to the Lender.

“Payment in Full” or “Paid in Full” means (x) the repayment in Dollars in full in cash or immediately available funds of all of the Obligations, other than unasserted contingent indemnification Obligations, and (y) the termination of the Loan Documents (other than terms thereof which expressly survive termination).

“PCAOB” means the Public Company Accounting Oversight Board.

“PCTFA” means the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada).

“Pension Plan Unfunded Liability” shall mean an unfunded liability in respect of any Pension Plan, including a going concern unfunded liability, a solvency deficiency or wind-up deficiency, in each case, as reported in the most recent valuation delivered in respect of such Pension Plan.

“Pension Plans” means each pension plan required to be registered under Canadian federal or provincial pension benefits law or a tax statute or regulation in Canada that is maintained or contributed to by a Loan Party for its employees or former employees, but does not include the Canada Pension Plan or the Quebec Pension Plan as maintained by the Government of Canada or the Province of Quebec, respectively.

“Pension Plan Termination Event” shall mean an event which would reasonably be expected to entitle a Person (without the consent of any Loan Party) to wind-up or terminate a Pension Plan in full or in part, or the institution of any steps by any Governmental Authority to order the termination or wind-up of, in full or in part, any Pension Plan, the institution of any steps by a Loan Party to terminate, in full or in part, any Pension Plan if such plan has a Pension Plan Unfunded Liability, or an event respecting any Pension Plan which could reasonably be expected to result in the revocation of the registration of such Pension Plan or to have a trustee appointed to administer a Pension Plan or which could otherwise reasonably be expected to adversely affect the tax status of any such Pension Plan.

“Permitted Acquisition” means an Acquisition in which all of the following conditions are satisfied:

(a) Such Acquisition shall have been approved by the Board of Directors of the Person (or similar governing body if such Person is not a corporation) which is the subject of such Acquisition and such Person shall not have announced that it will oppose such Acquisition or shall not have commenced any action which alleges that such Acquisition shall violate applicable Laws;

(b) Within ten (10) days after the Acquisition shall have been publicly announced, the Borrower shall have furnished the Lender with a current draft of the Acquisition documents (and final copies thereof as and when executed) and financial statements of the Person which is the

subject of such Acquisition (but only to the extent received by the Borrower from such Person or are publicly available);

(c) After giving effect to the Acquisition, if the Acquisition is an Acquisition of Equity Interests, a Loan Party shall acquire and own, directly or indirectly, a majority of the Equity Interests in the Person being acquired and shall Control a majority of any voting interests or shall otherwise Control the governance of the Person being acquired;

(d) Any assets acquired shall be utilized in, and if the Acquisition involves a merger, consolidation or acquisition of Equity Interests, the Person which is the subject of such Acquisition shall be engaged in, a business otherwise permitted to be engaged in by the Borrower under this Agreement;

(e) If the Person which is the subject of such Acquisition will be maintained as a Restricted Subsidiary of a Loan Party, or if the assets acquired in an Acquisition will be transferred to a Restricted Subsidiary which is not then a Loan Party, such Restricted Subsidiary (other than an Excluded Subsidiary) shall have been joined as a Loan Party hereunder within the time required under Section 6.11 hereof and the Lender shall receive a security interest subject to any Permitted Liens in the property of such Subsidiary of the same nature as constitutes Collateral under the Security Documents to the extent required by Section 6.11; provided, however, that, to the extent any such Acquisition is consummated prior to a Free Cash Flow Qualifying Event, in the case of an Acquisition of Equity Interests, the Person which is the subject of such Acquisition shall be joined as a Loan Party hereunder within the time required under Section 6.11, and in the case of an Acquisition of assets, the assets acquired in such Acquisition shall be acquired by a Loan Party or by a Person that will become a Loan Party hereunder within the time required under Section 6.11;

(f) the Payment Conditions shall have been satisfied; and

(g) Prior to the consummation of such Acquisition, a Responsible Officer of the Borrower shall provide a certificate, in form and substance reasonably satisfactory to the Lender, affirming compliance with each of the items set forth in clauses (a) through (f) hereof.

“Permitted Disposition” means any of the following:

(a) Dispositions of Inventory in the ordinary course of business;

(b) as long as no Default or Event of Default then exists or would arise therefrom, bulk sales or other Dispositions of the Inventory of a Loan Party not in the ordinary course of business at arm’s length in connection with Permitted Store Closings;

(c) non-exclusive licenses of Intellectual Property of a Loan Party or any of its Restricted Subsidiaries in the ordinary course of business;

(d) licenses for the conduct of licensed departments within the Loan Parties’ Stores in the ordinary course of business;

(e) Dispositions of Equipment and other property that is worn, damaged, obsolete or, in the judgment of a Loan Party, no longer useful or necessary in its business or that of any Restricted Subsidiary (i) in the ordinary course of business; or (ii) in connection with any Permitted

Store Closing; or (iii) not in the ordinary course of business so long as (A) such Disposition shall be pursuant to an arm's length transaction for fair market value as determined in good faith by the Loan Parties and (B) in no event shall Dispositions permitted pursuant to this clause (e)(iii) exceed C\$500,000 in the aggregate in any Fiscal Year or C\$2,500,000 in the aggregate during the term of this Agreement;

(f) sales, transfers and other Dispositions among the Loan Parties or by any Restricted Subsidiary which is not a Loan Party to a Loan Party;

(g) sales, transfers and other Dispositions by any Restricted Subsidiary which is not a Loan Party to any other Restricted Subsidiary that is not a Loan Party;

(h) any (A) Dispositions of (I) Real Estate (including RE Sale-Leaseback transactions), (II) Equity Interests in a Real Estate Subsidiary or (III) Equity Interests in a Real Estate Venture, (B) assignment, surrender, transfer or other Disposition of leases constituting Real Estate, (C) any Disposition of other Extension Collateral or Term Loan Priority Collateral or (D) any combination of Dispositions referred to in clauses (A) through (C) whether in one transaction or a series of transactions, provided that (i) unless such Disposition is of Term Loan Priority Collateral, the Net Proceeds of which are required to repay the Term Loan Debt, at the time of such Disposition, no Default or Event of Default shall exist or would result from such Disposition, (ii) any of the Restricted Subsidiaries or any Pledgor Unrestricted Subsidiary shall receive aggregate consideration in respect of such Disposition in an amount not less than the fair market value of the assets so Disposed, (iii) any of the Restricted Subsidiaries or any Pledgor Unrestricted Subsidiary shall receive aggregate consideration of at least 75% cash or cash equivalents, (iv) within one (1) Business Day of such Disposition, the Net Proceeds shall be distributed to an ABL Borrower (x) in one or a series of contemporaneous related transactions solely through Loan Parties whose assets are subject to a first priority (subject to the Junior/Senior Intercreditor Agreement) Lien in favour of the ABL Agent and not subject to any other Lien (other than Liens to secure Indebtedness under the Term Loan Credit Agreement, so long as such Liens are subject to the Junior/Senior Intercreditor Agreement, and Liens pursuant to the Security Documents), and (y) otherwise in the form of an intercompany loan subordinated to the Obligations, evidenced by an intercompany note, on terms acceptable to the ABL Agent and pledged in favour of the ABL Agent, (v) the Net Proceeds shall be used to prepay Revolving Loans, to the extent there are Revolving Loans outstanding, and (vi) if requested by the ABL Agent, the ABL Agent shall have received a collateral access agreement from the transferee of such assets if any Collateral remains at a location leased by a Loan Party after such transfer;

(i) Dispositions listed on Schedule 7.05;

(j) Dispositions of defaulted receivables in the ordinary course of business for collection;

(k) unwinding of any Swap Contract;

(l) [reserved];

(m) [reserved];

(n) Dispositions of property (other than those of the type included in the Borrowing Base) by any Loan Party to Immaterial Subsidiaries, which when combined with Investments made pursuant to clause (s) of the definition of Permitted Investments in, and Indebtedness pursuant to clause (m) of the definition of Permitted Indebtedness to, such Immaterial Subsidiaries, shall not exceed C\$8,250,000 in the aggregate amount at any time outstanding;

(o) other Dispositions by any Restricted Subsidiary to any Person other than an Affiliate of assets (other than (x) Collateral or (y) any Equity Interests in a Real Estate Subsidiary or Real Estate Venture), provided that (i) at the time of such Disposition, no Default or Event of Default shall exist or would result from such Disposition, (ii) the aggregate book value of all property disposed of in reliance on this clause (o) in any Fiscal Year shall not exceed an amount equal to ten percent (10%) of the aggregate book value of the assets of the Parent and its Restricted Subsidiaries on the last day of the immediately preceding Fiscal Year, (iii) with respect to any Disposition or series of related Dispositions pursuant to this clause (o) for aggregate consideration in excess of C\$3,500,000, the Parent or any of its Restricted Subsidiaries shall receive consideration of at least 75% cash or cash equivalents; provided, however, that for the purposes of this clause (iii), each of the following shall be deemed to be cash: any liabilities (as shown on the Parent's most recent consolidated balance sheet provided hereunder or in the footnotes thereto) of the Parent or such Restricted Subsidiary, other than liabilities that are by their terms subordinated to the payment in cash of the Obligations, that are assumed by the transferee with respect to the applicable Disposition and for which the Parent and all of its Restricted Subsidiaries shall have been validly released by all applicable creditors in writing, (iv) such Disposition shall be for at least the fair market value (as determined by the Parent or the applicable Restricted Subsidiary in good faith) of the assets or property subject to such Disposition, (v) within one (1) Business Day of such Disposition, the Net Proceeds shall be distributed to an ABL Borrower (x) in one or a series of contemporaneous related transactions solely through Loan Parties whose assets are subject to a first priority (subject to the Junior/Senior Intercreditor Agreement) Lien in favour of the ABL Agent and not subject to any other Lien (other than Liens to secure Indebtedness under the Term Loan Credit Agreement, so long as such Liens are subject to the Junior/Senior Intercreditor Agreement, and Liens pursuant to the Security Documents), and (y) otherwise in the form of an intercompany loan subordinated to the Obligations, evidenced by an intercompany note, on terms acceptable to the ABL Agent and pledged in favour of the ABL Agent, (vi) the Net Proceeds shall be used to prepay Revolving Loans, to the extent there are Revolving Loans outstanding; and (vii) if requested by the ABL Agent, the ABL Agent shall have received a collateral access agreement from the transferee of such assets if any Collateral remains at a location leased by a Loan Party after such Disposition;

(p) the abandonment of Intellectual Property in the ordinary course of business that is no longer used or useful in connection with the business of the Loan Parties or any Collateral; and

(q) the HBC Netherlands Liquidation,

provided that, except as set forth in clauses (c) and (p) above, in no event shall any Disposition include the Disposition of Intellectual Property.

“Permitted Encumbrances” means:

(a) Liens imposed by law for Taxes that are not yet due or are being contested in compliance with Section 6.04;

(b) (i) carriers', warehousemen's, mechanics', materialmen's, repairmen's and other like Liens imposed by applicable Laws, arising in the ordinary course of business and securing obligations that are not overdue by more than thirty (30) days or are being contested in compliance with Section 6.04, and (ii) inchoate and unperfected workers', mechanics', construction or similar Liens arising in the ordinary course of business attaching only to Equipment, fixtures and/or Real Estate interests or, if perfected, such Liens are being contested in good faith by appropriate proceedings diligently contested; provided, that adequate reserves with respect thereto are being maintained in accordance with GAAP or IFRS, as applicable, and such Liens could not reasonably be expected to have a Material Adverse Effect;

(c) pledges and deposits made in the ordinary course of business in compliance with workers' compensation, unemployment insurance and other social security laws or regulations, other than any Lien imposed by applicable Laws relating to Pension Plans;

(d) pledges and deposits to secure the performance of bids, tenders, trade contracts and leases and subleases (other than Indebtedness), statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature incurred in the ordinary course of business;

(e) Liens in respect of judgments that would not constitute an Event of Default hereunder or securing appeal or other surety bonds related to such judgment;

(f) Easements, reciprocal easements agreements, construction operating reciprocal easement agreements, covenants, conditions, restrictions, building code laws, zoning restrictions, rights-of-way and similar encumbrances or other defects or irregularities in or reservations from title on real property arising in the ordinary course of business that do not secure any monetary obligations and do not materially detract from the value of the properties of the Loan Parties taken as a whole as of the date hereof or materially interfere with the ordinary conduct of business of a Loan Party on the property subject thereto taken as a whole as such business is conducted on the date hereof and such other minor title defects or survey matters that are disclosed by surveys or title reports that, in each case, do not materially interfere with the current use of the real property on the property subject thereto taken as a whole;

(g) Liens described on Schedule 7.01 as of the Effective Date, and Liens to secure any Permitted Refinancings of the Indebtedness with respect thereto;

(h) Liens on fixed or capital assets (including software) or on Real Estate of any Loan Party which secure Indebtedness permitted under clause (c) of the definition of Permitted Indebtedness so long as (i) such Liens and the Indebtedness secured thereby are incurred prior to or within 270 days after such acquisition, construction, installation, repair, lease or improvement, (ii) the Indebtedness secured thereby does not exceed the cost of the property being acquired on the date of acquisition, plus any installation and construction costs, if any, that are capitalized, and (iii) such Liens shall attach only to the assets acquired or improved and the proceeds thereof or refinanced with such Indebtedness and shall not extend to any other property or assets of the Loan Parties;

(i) Liens in favour of the ABL Agent granted pursuant to any of the Loan Documents (as defined in the ABL Credit Agreement);

(j) (i) Landlords' and lessors' statutory Liens in respect of rent not in default (after the expiration of all grace or cure periods with respect thereto and excluding any such defaults which are being contested in good faith by the Loan Parties), and (ii) Liens of landlords on fixtures, Equipment and personal property located on premises leased by any Loan Party, any Restricted Subsidiary or any Pledgor Unrestricted Subsidiary in the ordinary course of business;

(k) possessory Liens in favour of brokers and dealers arising in connection with the acquisition or disposition of Investments owned as of the Effective Date and other Permitted Investments, provided that such Liens (a) attach only to such Investments and (b) secure only obligations incurred in the ordinary course and arising in connection with the acquisition or disposition of such Investments and not any obligation in connection with margin financing;

(l) Liens (i) arising solely by virtue of any statutory or common law provisions relating to banker's Liens, (ii) in favour of securities intermediaries, rights of setoff or similar rights and remedies as to deposit accounts or securities accounts or other funds maintained with depository institutions or securities intermediaries and (iii) in favour of a banking institution arising as a matter of applicable Laws encumbering deposits, securities and movables, and which are within the general parameters customary in the banking industry;

(m) Liens arising from precautionary RDPRM and PPSA filings regarding "true" operating leases or operating leases with a term of more than one (1) year;

(n) voluntary Liens on property (other than property of the type included in the Borrowing Base in existence at the time such property is acquired pursuant to a Permitted Acquisition or on such property of a Restricted Subsidiary of a Loan Party in existence at the time such Restricted Subsidiary is acquired pursuant to a Permitted Acquisition; provided, that such Liens are not incurred in connection with or in anticipation of such Permitted Acquisition and do not attach to any other assets of any Loan Party or any Restricted Subsidiary;

(o) Liens securing Indebtedness incurred pursuant to clause (k) of the definition of "Permitted Indebtedness" provided that such Liens are subject to the Junior/Senior Intercreditor Agreement;

(p) Liens in favour of customs and revenues authorities imposed by applicable Laws arising in the ordinary course of business in connection with the importation of goods and securing obligations (i) that are not overdue by more than thirty (30) days, or (ii)(A) that are being contested in good faith by appropriate proceedings, (B) the applicable Loan Party or Restricted Subsidiary has set aside on its books adequate reserves with respect thereto in accordance with GAAP, and (C) such contest effectively suspends collection of the contested obligation and enforcement of any Lien securing such obligation;

(q) to the extent permitted under the Loan Documents, Liens arising under or in connection with Consignment Arrangements and limited to the inventory subject to such Consignment Arrangements and proceeds thereof;

(r) Inchoate or statutory Liens that are related to obligations not due or delinquent;

(s) deposits of cash or the issuance of a letter of credit made to secure a liability to insurance carriers under insurance or self-insurance arrangements;

(t) Liens on cash securing or supporting letters of credit or bank Indebtedness guarantees permitted by clause (dd) of the definition of Permitted Indebtedness;

(u) Liens securing Indebtedness permitted under clause (r) of the definition of Permitted Indebtedness up to an amount not to exceed C\$8,250,000 in the aggregate;

(v) Liens securing Indebtedness incurred pursuant to clause (l) of the definition of “Permitted Indebtedness”; provided that such Liens are subject to the Junior/Senior Intercreditor Agreement;

(w) leases and subleases granted to others in the ordinary course of business which do not (i) interfere in any material respect with the business of a Loan Party or (ii) secure any Indebtedness;

(x) Real Estate Junior Liens;

(y) Liens securing Indebtedness permitted under clause (j) of the definition of Permitted Indebtedness, so long as the secured parties in respect of such Indebtedness shall have entered into an intercreditor agreement with the Lender reasonably satisfactory to the Lender; and

(z) additional Liens (other than any Lien imposed by applicable Laws relating to Pension Plans or any Lien on the Collateral) so long as the aggregate principal amount of the obligations secured by such Liens does not exceed C\$16,500,000 at any time outstanding.

“Permitted Holders” means (a) any member of the Investor Group and any or all of the Persons described on Schedule 1.06, (b) the respective Affiliates of the Persons described in clause (a)(other than, in each case, the Parent and its Subsidiaries or any portfolio company) and (c) any group members of a group (within the meaning of Section 13(d)(3) or Section 14(d)(2) of the *Exchange Act* as in effect on the date hereof) of which the Persons described in clauses (a) and (b) are members; provided that the Persons described in clauses (a) and (b) beneficially own a majority of the Equity Interests beneficially owned by such group.

“Permitted Indebtedness” means each of the following:

(a) Indebtedness described on Schedule 7.03 as of the Effective Date, and any Permitted Refinancing thereof;

(b) Indebtedness of any Loan Party to any other Loan Party;

(c) Indebtedness to finance the construction, installation or acquisition of any Real Estate owned or leased by any Loan Party, purchase money Indebtedness of any Loan Party to finance the construction, installation or acquisition of any Real Estate owned by any Loan Party, personal property consisting solely of fixed or capital assets, (including software) and Capital Lease Obligations relating to such Real Estate, personal property, and any Indebtedness assumed in connection with the acquisition of any such assets or secured by a Lien on any such assets prior to the construction, installation or acquisition thereof, and Permitted Refinancings thereof, provided that, any such Indebtedness incurred pursuant to this clause (c) after the Effective Date shall not exceed C\$8,250,000 at any time outstanding (exclusive of any Permitted Refinancing of any such Indebtedness outstanding prior to the Effective Date);

- (d) [reserved];
- (e) contingent liabilities under guarantees (solely of obligations of the Loan Parties and their Subsidiaries), surety bonds or similar instruments incurred in the ordinary course of business;
- (f) obligations (contingent or otherwise) of any Loan Party or any Restricted Subsidiary thereof existing or arising under any Swap Contract, provided that (i) such obligations are (or were) entered into by such Person in the ordinary course of business for the purpose of directly mitigating risks associated with fluctuations in interest rates or foreign exchange rates, liabilities, commitments, investments, assets or property held or reasonably anticipated by such Person, and not for purposes of speculation or taking a “market view” and (ii) such Swap Contract does not contain any provision exonerating the non-defaulting party from its obligation to make payments on outstanding transactions to the defaulting party;
- (g) Indebtedness with respect to the deferred purchase price for any Permitted Acquisition, provided that such Indebtedness does not require the payment in cash of principal (other than in respect of working capital adjustments) prior to the Maturity Date, has a final maturity which extends beyond the Maturity Date, and is subordinated to the Obligations on terms reasonably acceptable to the Lender;
- (h) Indebtedness of any Person that becomes a Restricted Subsidiary of the Parent in a Permitted Acquisition, which Indebtedness is existing at the time such Person becomes a Restricted Subsidiary of the Parent (other than Indebtedness incurred solely in contemplation of such Person’s becoming a Restricted Subsidiary of the Parent); provided that, after giving pro forma effect to such Permitted Acquisition and the assumption of such Indebtedness, the aggregate amount of such Indebtedness does not exceed C\$16,500,000 at any time outstanding;
- (i) the Obligations;
- (j) Indebtedness with respect to other financings by any Restricted Subsidiary or any Pledgor Unrestricted Subsidiary of Extension Collateral or assets not included in the Borrowing Base; provided that (i) at the time of such financing, no Default or Event of Default shall exist or would result from such financing, (ii) the financing shall be on market based terms with respect to the assets so financed, and (iii) the Net Proceeds of such financing shall be used to prepay Term Loan Debt or Revolving Loans under the ABL Credit Agreement to the extent there are Revolving Loans outstanding;
- (k) Indebtedness consisting of Term Loan Debt, to a maximum aggregate principal amount of \$250,000,000;
- (l) Indebtedness under the ABL Credit Agreement, (i) as it relates to the FILO Term Loan to a maximum aggregate outstanding principal of \$160,000,000, and (ii) as it relates to Aggregate Revolving Commitments to a maximum amount of \$300,000,000 which may be further increased if it is supported by a Borrowing Base with terms comparable as to size of facility and quantum of Borrowing Base to similar asset based lending transactions;
- (m) Subordinated Indebtedness owing from Immaterial Subsidiaries to any Loan Party, which when combined with Investments made in Immaterial Subsidiaries pursuant to clause (s) of



the definition of Permitted Investments and Dispositions made to Immaterial Subsidiaries pursuant to clause (n) of the definition of Permitted Dispositions, does not exceed C\$8,250,000 in the aggregate amount at any time outstanding;

(n) Indebtedness consisting of (i) the financing of insurance premiums, or (ii) take-or-pay obligations contained in supply arrangements, in each case, in the ordinary course of business;

(o) Subordinated Indebtedness other than Subordinated Indebtedness described in clause (m) of this definition);

(p) subject to Section 7.17 hereof, and without duplication of clause (t) of the definition of Permitted Investments, so long as no Default or Event of Default exists or would arise therefrom, intercompany Indebtedness of Immaterial Subsidiaries owing to a Loan Party or other Immaterial Subsidiary consisting of daylight loans for the purposes of on-lending or further investing or in connection with intercompany settlements, such that the proceeds of such loans are repaid to a Loan Party substantially contemporaneously with the incurrence of such Indebtedness;

(q) Indebtedness of a Loan Party in favour of employees of a Loan Party on an arm's length basis in the ordinary course of business and consistent with past practice in connection with amounts due from such Loan Party representing deferred cash compensation or similar arrangements, up to a maximum of C\$5,000,000 for all such transactions in the aggregate;

(r) Indebtedness created under long term vendor financing arrangements for the purpose of purchasing inventory in a principal amount not exceeding C\$8,250,000;

(s) (x) other unsecured Indebtedness of any Loan Party or any Restricted Subsidiary to any Person other than an Affiliate; provided that (i) no Event of Default shall exist immediately before or immediately after giving effect thereto on a pro forma basis, (ii) the final maturity date of any such Indebtedness shall be no earlier than ninety-one (91) days following the Maturity Date and (iii) the terms of such Indebtedness shall not provide for any scheduled repayment, mandatory redemption, sinking fund obligations or other payment (other than periodic interest payments) prior to the date that is 91 days following the Maturity Date, other than customary offers to purchase upon a change of control, asset sale or casualty or condemnation event and customary acceleration rights upon an event of default; and (y) any Permitted Refinancing thereof;

(t) obligations under any agreement governing the provision of treasury or cash management services, including deposit accounts, overnight draft, credit cards, debit cards, p-cards (including purchasing cards and commercial cards), funds transfer, automated clearinghouse, zero balance accounts, returned check concentration, controlled disbursement, cash pooling arrangements within the country of the Borrower, intra-day credit limits, lockbox, account reconciliation and reporting and trade finance services and other cash management services;

(u) Indebtedness incurred under leases of real property in respect of tenant improvements;

(v) Indebtedness incurred by a Loan Party or any of its Restricted Subsidiaries in a Permitted Acquisition, any other Investment expressly permitted hereunder or any Disposition, in each case, constituting indemnification obligations or obligations in respect of purchase price (including earn outs) or other similar adjustments;

(w) Indebtedness incurred by a Loan Party or any of its Restricted Subsidiaries in respect of letters of credit, bank guarantees, bankers' acceptances or similar instruments issued or created in the ordinary course of business, in respect of workers' compensation claims, health, disability or other employee benefits or property, casualty or liability insurance or self-insurance or other Indebtedness with respect to reimbursement-type obligations regarding workers compensation claims; provided that any reimbursement obligations in respect thereof are reimbursed within 30 days following the incurrence thereof;

(x) Indebtedness consisting of Real Estate Debt;

(y) Guarantees by any Loan Party of Indebtedness of any other Loan Party (other than Indebtedness owing to an Affiliate) permitted hereunder;

(z) Guarantees by any Loan Party of Indebtedness of any of the Restricted Subsidiaries that are not Loan Parties to the extent that the Investment corresponding thereto constitutes a Permitted Investment (other than pursuant to clause (j) thereof);

(aa) Guarantees of any Loan Party in respect of any financing by a Real Estate Subsidiary in respect of customary "bad boy" obligations and similar recourse provisions which Guarantees, in the good faith judgment of the Parent and such Loan Party, are not reasonably expected to result in the lenders under such financing actually having recourse to the Parent or any Loan Party with respect to the monetary obligations owing under such financing incurred by such Real Estate Subsidiary;

(cc) unsecured Indebtedness of the Borrower consisting of the Simon JVCo Lease Guaranties;

(dd) Indebtedness incurred by any Loan Party or any Restricted Subsidiary in respect of letters of credit, bank guarantees, bankers' acceptances, performance, bid, appeal and surety bonds and performance and completion guarantees or similar instruments issued or created in the ordinary course of business in an aggregate principal amount not to exceed C\$24,750,000 at any time outstanding;

(ee) unsecured Indebtedness (other than Indebtedness owing by a Loan Party to an Affiliate) not otherwise specifically described herein in the aggregate principal amount not to exceed C\$49,500,000 at any time outstanding; and

(ff) Guarantees of rent payments by the Borrower or any Restricted Subsidiary in respect of HBC Netherlands B.V., as contemplated by clause 10 of the Opco Implementation Agreement, as amended, restated, modified, supplemented or refinanced from time to time including as modified by the Signa Disposition Transaction and the HBC Netherlands Transaction, the whole in a manner that does not increase the Borrower's or such Restricted Subsidiary's monetary obligations thereunder in the aggregate.

"Permitted Investments" means each of the following:

(a) readily marketable obligations issued or directly and fully guaranteed or insured by the United States or any agency or instrumentality thereof having maturities of not more than

360 days from the date of acquisition thereof; provided that the full faith and credit of the United States is pledged in support thereof;

(b) commercial paper issued by any Person organized under the laws of any state of the United States, and rated at least “Prime-1” (or the then equivalent grade) by Moody’s or at least “A-1” (or the then equivalent grade) by S&P, in each case with maturities of not more than 360 days from the date of acquisition thereof;

(c) time deposits with, or insured certificates of deposit or bankers’ acceptances of, any commercial bank that (i) (A) is a Lender or (B) is organized under the laws of the United States, any state thereof or the District of Columbia or is the principal banking subsidiary of a bank holding company organized under the laws of the United States, any state thereof or the District of Columbia and is a member of the Federal Reserve System, (ii) issues (or the parent of which issues) commercial paper rated as described in clause (b) of this definition and (iii) has combined capital and surplus of at least C\$300,000,000, in each case with maturities of not more than 360 days from the date of acquisition thereof;

(d) Foreign Cash Equivalents;

(e) Fully collateralized repurchase agreements with a term of not more than thirty (30) days for securities described in clause (a) above (without regard to the limitation on maturity contained in such clause) and entered into with a financial institution satisfying the criteria described in clause (c) above or with any primary dealer and having a market value at the time that such repurchase agreement is entered into of not less than 100% of the repurchase obligation of such counterparty entity with whom such repurchase agreement has been entered into;

(f) Investments, classified in accordance with GAAP or IFRS, as applicable, as current assets of the Loan Parties, in any money market fund, mutual fund, or other investment companies that are registered under the Investment Company Act of 1940, as amended, which are administered by financial institutions that have the highest rating obtainable from either Moody’s or S&P, and which invest solely in one or more of the types of securities described in clauses (a) through (c) and (e) above;

(g) Investments existing on the Effective Date set forth on Schedule 7.02 and any modification, renewal or extension thereof, but not any increase in the amount thereof except by the terms of such Investment as of the Effective Date;

(h) (i) Investments by any Loan Party and its Restricted Subsidiaries in their respective Subsidiaries outstanding on the Effective Date, (ii) additional Investments by the Loan Parties in other Loan Parties, (iii) additional Investments by Restricted Subsidiaries of the Loan Parties that are not Loan Parties in other Restricted Subsidiaries that are not Loan Parties, and (iv) so long as no Default or Event of Default has occurred and is continuing or would result from such Investment, additional Investments by the Loan Parties in Subsidiaries that are not Loan Parties so long as the aggregate amount invested after the Effective Date does not exceed C\$2,000,000 (and such Investment does not consist of assets of the type included in the Borrowing Base);

(i) Investments consisting of extensions of credit in the nature of accounts receivable or notes receivable arising from the grant of trade credit in the ordinary course of business, and

Investments received in satisfaction or partial satisfaction thereof from financially troubled account debtors to the extent reasonably necessary in order to prevent or limit loss;

(j) Guarantees constituting Permitted Indebtedness (other than pursuant to clause (z) thereof);

(k) so long as no Default or Event of Default has occurred and is continuing or would result from such Investment, Investments by any Loan Party in Swap Contracts permitted hereunder;

(l) Investments received in connection with the bankruptcy or reorganization of, or settlement of delinquent accounts and disputes with, customers and suppliers, in each case in the ordinary course of business;

(m) (i) to the extent not prohibited by applicable Laws, advances to officers, directors and employees of the Parent and its Restricted Subsidiaries in the ordinary course of business in accordance with past practice in an aggregate amount not to exceed C\$1,650,000 in the aggregate at any time outstanding, for travel, entertainment, relocation and analogous ordinary business purposes, and (ii) in addition to the loans set forth on Schedule 7.02 that are for payment of taxes associated with the purchase of Equity Interests, loans and advances to officers, directors and employees of the Parent or any of its Restricted Subsidiaries to finance (x) the usual and customary purchase of Equity Interests of the Parent or any of its Restricted Subsidiaries or (y) payment of taxes associated with such purchase of Equity Interests not to exceed C\$9,900,000 in the aggregate;

(n) Investments constituting Permitted Acquisitions and Investments made by a Person that becomes a Restricted Subsidiary after the Effective Date, provided that such Investment exists at the time such Person became a Restricted Subsidiary and was not made in contemplation of such Person becoming a Restricted Subsidiary;

(o) Investments to the extent that payment for such Investments is made solely with the Equity Interests (other than Disqualified Stock) of the Parent;

(p) [Reserved.];

(q) [Reserved.];

(r) each of Parent's Restricted Subsidiaries that operates as an insurance company may hold Investments consisting of securities accounts that are required to be maintained by it pursuant to applicable Laws for the purpose of satisfying specified capital requirements thereunder;

(s) subject to Section 7.17 hereof, so long as no Default or Event of Default exists or would arise therefrom, the Loan Parties may make other Investments in Immaterial Subsidiaries, the aggregate amount of which, when combined with Indebtedness of Immaterial Subsidiaries incurred pursuant to clause (m) of the definition of "Permitted Indebtedness" and Dispositions to Immaterial Subsidiaries pursuant to clause (n) of the definition of "Permitted Dispositions" does not exceed C\$2,500,000 (determined at the time of such Investment) and such Investment does not consist of the type included in the Borrowing Base;

(t) (x) subject to Section 7.17 hereof, so long as no Default or Event of Default exists or would arise therefrom, Immaterial Subsidiaries and Loan Parties may make or hold other Investments in the nature of daylight loans in other Immaterial Subsidiaries, Loan Parties or Real Estate Subsidiaries for the purposes of on-lending or further investing or in connection with intercompany settlements, such that the proceeds of such Investments are reinvested in or distributed or repaid to a Loan Party substantially contemporaneously with the initial Investment and (y) subject to Section 7.17 hereof, Immaterial Subsidiaries may make or hold other Investments in other Immaterial Subsidiaries in an aggregate amount not to exceed C\$8,250,000 (determined at the time of such Investments);

(u) [reserved];

(v) [reserved];

(w) Investments of the Parent (as defined in the Existing Credit Agreement) or any Restricted Subsidiary (it being understood that any Investment by the Parent (as defined in the Existing Credit Agreement) or any other Loan Party made through one or more Restricted Subsidiaries shall, for purposes of this clause (w), constitute a single Investment), in the Signa Joint Ventures made in connection with the Signa Joint Venture Transactions or in HBC Netherlands, in each case as referenced or reflected in the applicable Implementation Agreement, the Signa Disposition Agreement and the HBC Netherlands SPA, as applicable;

(x) to the extent constituting Investments, loans contemplated by Section 7.06(g), which loans may be made directly from any Loan Party to its direct or indirect shareholders subject to the limitations contained therein; and

(y) other Investments (other than Investments in Affiliates that are not Subsidiaries) not otherwise specifically described herein in an amount not exceeding C\$10,000,000 at any time outstanding under this clause (y) as long as the Payment Conditions are satisfied at the time of such Investment.

provided that, in no event shall any Investment include the Investment of Intellectual Property in any Person that is not a Loan Party; and provided further, that (i) after the occurrence and during the continuance of a Cash Dominion Event, no such Investments specified in clauses (a) through (f) shall be permitted unless it is permitted under the ABL Credit Agreement as in effect at the date hereof.

“Permitted Refinancing” means, with respect to any Person, any modification, refinancing, refunding, renewal or extension of any Indebtedness of such Person; provided that (i) the principal amount (or accreted value, if applicable) thereof does not exceed the principal amount (or accreted value, if applicable) of the Indebtedness so modified, refinanced, refunded, renewed or extended except by an amount equal to any unpaid accrued interest, premium or other reasonable amount paid, mortgage recording taxes, title insurance premiums and fees and expenses reasonably incurred, in connection with such modification, refinancing, refunding, renewal or extension (except to the extent permitted by clause (h) of “Permitted Indebtedness”, in the case of a refinancing of Term Loan Debt); (ii) except in the case of Indebtedness permitted by clause (c) of Permitted Indebtedness, such modification, refinancing, refunding, renewal or extension has a final maturity date equal to or later than the final maturity date of, and has a weighted average life to maturity equal to or longer than the weighted average life to maturity of, the Indebtedness being modified, refinanced, refunded, renewed or extended; (iii) if the Indebtedness being modified, refinanced, refunded, renewed or extended is subordinated in right of payment to the Obligations,

such modification, refinancing, refunding, renewal or extension is subordinated in right of payment to the Obligations on terms at least as favourable, taken as a whole, to the Lender as those contained in the documentation governing the Indebtedness being modified, refinanced, refunded, renewed or extended; (iv) at the time thereof, no Default or Event of Default shall have occurred and be continuing; (v) if such Indebtedness being modified, refinanced, refunded, renewed or extended is secured, (A) except in the case of Indebtedness permitted by clause (c) of Permitted Indebtedness, the terms and conditions relating to collateral of any such modified, refinanced, refunded, renewed or extended Indebtedness, taken as a whole, are not materially less favourable to the Loan Parties or the Lender than the terms and conditions with respect to the collateral for the Indebtedness being modified, refinanced, refunded, renewed or extended, taken as a whole and the Liens on any Collateral securing any such modified, refinanced, refunded, renewed or extended Indebtedness shall have the same (or lesser) priority as the Indebtedness being modified, refinanced, refunded, renewed or extended relative to the Liens on the Collateral securing the Obligations (B) in the case of Indebtedness secured by Liens on any Collateral, except as provided in clause (c) of the definition of Permitted Indebtedness, the secured parties in respect of such Indebtedness shall have entered into with the Lender an intercreditor agreement reasonably satisfactory to the Lender; (vi) the terms and conditions (excluding any pricing, fees, rate floors, discounts, premiums and optional prepayment or redemption terms) of any such modified, refinanced, refunded, renewed or extended Indebtedness, taken as a whole, shall not be materially less favourable to the Loan Parties than the Indebtedness being modified, refinanced, refunded, renewed or extended, except for covenants or other provisions applicable only to periods after the Maturity Date and (vii) such modification, refinancing, refunding, renewal or extension is incurred by the Person who is the obligor on the Indebtedness being modified, refinanced, refunded, renewed or extended and one or more Loan Parties (to the extent that the obligations of such Loan Party would otherwise constitute Permitted Indebtedness).

“Permitted Store Closings” has the meaning given to such term in the ABL Credit Agreement in effect as of the Effective Date; provided that in no case shall the closure or related Inventory dispositions of a store subject to a Specified CF Lease constitute a Permitted Store Closing.

“Person” means any natural person, corporation, limited liability company, unlimited liability company, unincorporated organization, trust, joint venture, association, company, partnership, limited partnership, Governmental Authority or other entity.

“Pledge Agreement” means, collectively, each pledge agreement pursuant to which a Pledgor Unrestricted Subsidiary has pledged a security interest in the Extension Collateral in favour of the Lender, including without limitation the Neo Pledge and the RioCan Pledge as and when executed and delivered.

“Pledgor Unrestricted Subsidiary” means each Unrestricted Subsidiary of Parent set forth on Schedule 5.14 that has pledged or will pledge a security interest in the Extension Collateral in favour of the Lender.

“PPSA” means the *Personal Property Security Act* (Ontario) and the regulations thereunder, as from time to time in effect; provided, however, that if attachment, perfection or priority of the Lender’s security interests in any Collateral are governed by the personal property security laws of any Canadian jurisdiction other than Ontario, PPSA means those personal property security laws in such other jurisdiction for the purposes of the provisions hereof relating to such attachment, perfection or priority and for the definitions related to such provisions, including, without limitation, the *Civil Code of Quebec*.

“Prepayment Conditions” means, with respect to a repayment or prepayment of certain Indebtedness, the requirement that each of the following conditions be satisfied: (a) no Default or Event of

Default exists or would arise as a result of the subject repayment or prepayment, (b) Pro Forma Excess Availability shall be greater than fifty percent (50%) of the Loan Cap, (c) Free Cash Flow, calculated for the most recent period of four Fiscal Quarters ended prior to such repayment or prepayment for which financial statements have been, or were required to be, delivered to the Lender, shall be greater than \$0 and (d) the Borrower shall have delivered to the Lender a Compliance Certificate certifying that the foregoing conditions are satisfied with respect to the subject repayment or prepayment and setting forth a reasonably detailed calculation of Pro Forma Excess Availability and Free Cash Flow as required by clauses (b) and (c), respectively.

“Pro Forma Excess Availability” has the meaning given to such term in the ABL Credit Agreement as in effect on the Effective Date.

“Pro Forma Availability Condition” has the meaning given to such term in the ABL Credit Agreement as in effect on the Effective Date.

“Propco Implementation Agreement” means the Propco Implementation Agreement entered into by Signa Holding GmbH and its Subsidiaries that are party thereto and the Parent (as defined in the Existing Credit Agreement) and its Subsidiaries that are party thereto, dated as of August 7/8/9/10, 2018, as amended, modified or supplemented prior to the date hereof.

“Propco SPA” means the share purchase agreement dated May 7/8, 2019, as amended June 9/10, 2019 (as amended and / or amended and restated from time to time) between, among others, Signa Holding and certain of its Affiliates as purchaser (collectively the “Propco Purchasers”), and Hudson’s Bay Company (as predecessor of the Borrower) and certain of its Affiliates as sellers (collectively the “Propco Sellers”) pursuant to which the Propco Sellers sold, *inter alia*, their respective shareholding, as applicable, in the Signa Propco Joint Ventures and certain intercompany receivables to the Propco Purchasers.

“Qualifying Judgment” has the meaning specified in Section 8.01(i).

“Quebec Security” means any Deed of Hypothec executed by each Loan Party (including, without limitation, to the extent required by Section 6.11) which has its domicile (within the meaning of the *Civil Code of Quebec*) or chief executive office or personal property in excess of the Security Threshold Amount located in the Province of Quebec.

“RDPRM” means the Register of Personal and Moveable Real Rights of Quebec (Registre des Droits Personnels et Réels Mobiliers).

“RE Sale-Leaseback” means any sale of Real Estate owned by the Loan Parties to one or more Real Estate Subsidiaries and the leasing by the Loan Parties of such Real Estate from such Real Estate Subsidiaries.

“Real Estate” means all land, together with the buildings, structures, parking areas, and other improvements thereon, now or hereafter owned or leased by any Loan Party, in each case including all easements, rights-of-way, and similar rights relating thereto and all leases, tenancies, and occupancies thereof.

“Real Estate Debt” means Indebtedness or mortgage loans under credit agreements or other similar agreements or instruments that is secured by Real Estate Junior Liens, and the aggregate principal amount

of which does not exceed C\$8,250,000; provided that the payment of all obligations thereunder shall be subordinated to the Payment in Full of the Obligations in a manner satisfactory to the Lender.

“Real Estate Junior Liens” means Liens on the Collateral that constitutes Mortgaged Property securing Real Estate Debt on a junior and subordinate basis to the Liens securing the Obligations; provided that such Liens are junior and subordinated to the Liens of the Lender at all times subject to an intercreditor agreement that is satisfactory to the Lender in its discretion.

“Real Estate Subsidiary” means any Subsidiary of the Parent (including RioCan JVCo and its Subsidiaries) substantially all of the assets of which (other than cash and cash equivalents) consist of rights, title and interest in and to parcels of or interests in Real Estate (or ownership of the Equity Interests of a Subsidiary owning solely such interests in Real Estate or a Subsidiary that solely owns such a Subsidiary); provided, that no event shall any Loan Party be a Real Estate Subsidiary..

“Real Estate Venture” means any investment of the Parent in the equity of another Person substantially all of the assets of which Person (other than cash and cash equivalents) consist of rights, title and interest in and to parcels of or interests in Real Estate (or ownership of the Equity Interests of a Person owning solely such interests in Real Estate or a Subsidiary that solely owns such a Person) and that has been designated to the Lender as a “Real Estate Venture” in a certificate of a Responsible Officer of the Borrower.

“Real Property Lease” means any agreement no matter how styled or structured, pursuant to which a Loan Party is entitled to the use or occupancy of any real property for any period of time.

“Recipient” means the Lender, or any other recipient of any payment to be made by or on account of any obligation of any Loan Party hereunder.

“Registered Public Accounting Firm” has the meaning specified by the Securities Laws and shall be independent of the Parent and its Subsidiaries as prescribed by the Securities Laws and includes an independent Canadian chartered accounting firm of national standing.

“Related Parties” means, with respect to any Person, such Person’s Affiliates and the partners, directors, officers, employees, agents, trustees, administrators, managers, attorneys, advisors and representatives of such Person and of such Person’s Affiliates, and “Related Party” means any such Person.

“Release” means any release, threatened release, spill, emission, leaking, pumping, pouring, emitting, emptying, escape, injection, deposit, disposal, discharge, dispersal, dumping, leaching or migration of Hazardous Material in the indoor or outdoor environment, including the movement of Hazardous Material through or in the air, soil, surface water, ground water or property.

“Responsible Officer” means the chairman of the board, chief executive officer, chief operating officer, chief accounting officer, president, chief financial officer, senior vice president-finance, treasurer or assistant treasurer, controller, secretary, general counsel or associate general counsel of a Loan Party or any of the other individuals designated in writing to the Lender by an existing Responsible Officer of a Loan Party as an authorized signatory of any certificate or other document to be delivered hereunder. Any document delivered hereunder that is signed by a Responsible Officer of a Loan Party shall be conclusively presumed to have been authorized by all necessary corporate, partnership and/or other action on the part of such Loan Party and such Responsible Officer shall be conclusively presumed to have acted on behalf of such Loan Party.



“Restricted Payment” means any dividend or other distribution (whether in cash, securities or other property) with respect to any capital stock or other Equity Interest of any Person or any of its Restricted Subsidiaries, or any payment (whether in cash, securities or other property), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, defeasance, acquisition, cancellation or termination of any such capital stock or other Equity Interest, or on account of any return of capital to such Person’s stockholders, partners or members (or the equivalent of any thereof), or any option, warrant or other right to acquire any such dividend or other distribution or payment. Without limiting the foregoing, “Restricted Payments” with respect to any Person shall also include all payments made by such Person with any proceeds of a dissolution or liquidation of such Person.

“Restricted Subsidiary” means any Subsidiary of the Parent (including any Excluded Subsidiary) which is not an Unrestricted Subsidiary.

“Revolving Loans” has the meaning given to such term in the ABL Credit Agreement as in effect as of the Effective Date.

“Revolving Maturity Date” means the “Maturity Date” as such term in the ABL Credit Agreement as in effect on the Effective Date, as such date may be extended from time to time.

“RioCan JVCo” means RioCan-HBC Limited Partnership (f/k/a HBC JV Limited Partnership), an Ontario limited partnership.

“RioCan Joint Venture” shall mean that certain joint venture arrangement by and among HBC I L.P., certain of its Real Estate Subsidiaries and affiliates and RioCan Real Estate Investment Trust, with respect to contribution of certain Real Estate to RioCan JVCo and the conduct of certain business relating to the ownership and management of Real Estate.

“RioCan Pledge” means the pledge agreement to be entered into by each of HBC Holdings GP Inc. and HBC Holdings LP in favour of the Lender pursuant to which they will pledge the Equity Interests held by each of them in RioCan-HBC General Partner Inc. and RioCan JVCo in favour of the Lender.

“RP Conditions” means, at the time of determination with respect to any specified Restricted Payment, that (a) no Default or Event of Default then exists or would arise as a result of the making of such Restricted Payment, (b) Free Cash Flow, calculated for the most recent period of four Fiscal Quarters ended prior to such repayment or prepayment for which financial statements have been, or were required to be, delivered to the Lender, shall be greater than \$0, and (c) after giving effect to such Restricted Payment, (i) the Pro Forma Availability Condition has been satisfied and (ii) the Consolidated Fixed Charge Coverage Ratio, as projected on a pro-forma basis for the twelve Fiscal Months preceding such Restricted Payment, is equal to or greater than 1.00:1.00 provided that the provisions of this clause (b)(ii) shall not be applicable if, after giving effect to such Restricted Payment, Pro Forma Excess Availability is, and is projected to be, greater than or equal to twenty percent (20%) of the Revolving Loan Cap. Prior to making any Restricted Payment which is subject to the RP Conditions, the Loan Parties shall deliver to the Lender evidence of satisfaction of the conditions contained in clause (b) above on a basis (including, without limitation, giving due consideration to results for prior periods) reasonably satisfactory to the Lender.

“Saks Global Facility” means, collectively, the Saks Global Notes Facility and the Saks Global Revolving Facility.

“Saks Global Notes Facility” means the 11% Senior Secured Notes due 2029 in the amount of \$2,200,000,000, issued by Saks Global Enterprises LLC (f/k/a HBC US Holdings LLC), a Delaware limited liability company (or a subsidiary thereof), as described in the Saks Global Notes Facility Offering Memorandum or any financing incurred in lieu of such senior secured notes.

“Saks Global Notes Facility Offering Memorandum” means that certain preliminary offering memorandum, dated as of December 9, 2024 (as amended, amended and restated, supplemented or otherwise modified and in effect from time to time) relating to the Saks Global Notes Facility.

“Saks Global Revolving Facility” means the senior secured asset-based revolving credit facility of up to \$1,800,000,000, as described in the Saks Global Revolving Facility Commitment Letter.

“Saks Global Revolving Facility Commitment Letter” means that certain commitment letter, dated as of August 9, 2024, by and among, inter alia, Saks Global Enterprises LLC (f/k/a HBC US Holdings LLC), Bank of America, N.A., Royal Bank of Canada, Citi, Morgan Stanley Senior Funding, Inc., Wells Fargo Bank, National Association, JPMorgan Chase Bank, N.A., MUFG Bank, Ltd., PNC Bank, National Association, TD Bank, N.A. and Capital One, National Association (as amended, amended and restated, supplemented or otherwise modified and in effect from time to time).

“S&P” means Standard & Poor’s Ratings Services, a division of The McGraw-Hill Companies, Inc. and any successor thereto.

“Sale and Leaseback Transaction” has the meaning provided in Section 7.20.

“Sanctions” has the meaning provided in Section 5.29.

“Securities Laws” means the Securities Act of 1933, the Securities Exchange Act of 1934, Sarbanes-Oxley, and the applicable accounting and auditing principles, rules, standards and practices promulgated, approved or incorporated by the SEC or the PCAOB and all applicable securities laws in each province and territory of Canada and the respective regulations, rules, regulations, blanket orders and blanket rulings under such laws together with applicable published policy statements and notices of the securities regulator of each such province and territory.

“Security Documents” means the General Security Agreement, the Quebec Security, the Junior/Senior Intercreditor Agreement, each Mortgage, each Pledge Agreement, each Intellectual Property Security Agreement and each other security agreement or other instrument or document, in each case, governed by applicable Laws in Canada, executed and delivered by any Loan Party to the Lender pursuant to this Agreement or any other Loan Document granting a Lien to secure any of the Obligations.

“Security Threshold Amount” means C\$2,000,000.

“Shareholders’ Equity” means, as of any date of determination, consolidated shareholders’ equity of the Parent and its Subsidiaries as of that date determined in accordance with GAAP or IFRS, as applicable.

“Signa Disposition Agreement” means the Opco SPA and the Propco SPA, collectively.

“Signa Disposition Transaction” means the sale and transfer of shares and certain receivables held by Hudson’s Bay Company (as predecessor of the Borrower) or any of its Affiliates in the Signa Propco

Joint Ventures and the Signa Opco Joint Venture to Signa Holding or any of its Affiliates as a result of which Hudson's Bay Company (as predecessor of the Borrower) and its Affiliates ceased to have any investment in the Signa Joint Ventures.

"Signa Holding" means Signa Holding GmbH.

"Signa Joint Ventures" means the Signa Opco Joint Venture and the Signa Propco Joint Ventures, collectively.

"Signa Joint Venture Transactions" means the Signa Opco Joint Venture Transaction and the Signa Propco Joint Venture Transaction, collectively.

"Signa Opco Joint Venture" means European Department Store Holding S.à.r.l., a limited liability company under the laws of the Grand Duchy of Luxembourg.

"Signa Opco Joint Venture Transaction" means the contribution by Hudson's Bay Company (as predecessor of the Borrower) of the Contributed Assets and the Equity Interests of certain Real Estate Subsidiaries to the Signa Opco Joint Venture, a joint venture with Signa Holding GmbH, with the Parent (as defined in the Existing Credit Agreement) retaining, directly or indirectly, approximately 49.99% of the Equity Interests of the Signa Opco Joint Venture, and Guarantees in connection therewith as contemplated by, or necessary to effect, the Opco Implementation Agreement in an amount not to exceed the amount of Guarantees as of the date of the consummation of the Signa Opco Joint Venture Transaction.

"Signa Propco Joint Ventures" means, each of (a) HBS Global Properties Luxembourg S.à.r.l., a limited liability company under the laws of the Grand Duchy of Luxembourg, and its Subsidiaries and (b) HBC Luxembourg German Holding Company II S.à.r.l., a limited liability company under the laws of the Grand Duchy of Luxembourg, and its Subsidiaries.

"Signa Propco Joint Venture Transaction" means the Share Split (as defined in the Propco Implementation Agreement), the creation of the Company EGA Shares (as defined in the Propco Implementation Agreement) (or other actions in accordance with the Propco Implementation Agreement to create the same economic result), the other steps contemplated by the Propco Implementation Agreement in connection with the Reorganization (as defined in the Propco Implementation Agreement) and the transfer of the Sold Shares (as defined in the Propco Implementation Agreement), and other dispositions or reorganizations as contemplated by the Propco Implementation Agreement.

"Simon JVCo" shall mean HBS Global Properties LLC, a Delaware limited liability company.

"Simon JVCo Lease Guaranties" shall mean the guaranty by the Borrower (as successor of Hudson's Bay Company) of the obligations of a tenant under one or more and leases of Real Estate pursuant to which Simon JVCo (or a Subsidiary thereof) or a Real Estate Subsidiary is landlord.

"Sold Entity or Business" has the meaning set forth in the definition of "Consolidated EBITDA."

"Solvent" and "Solvency" means, with respect to any Person after giving effect to the Effective Date Transactions, (i) the fair value of the assets of the such Person and its Subsidiaries, taken as a whole, is not less than the amount that will be required to pay the total liabilities on existing debts, including contingent liabilities, of such Person and its Subsidiaries, taken as a whole, as they become absolute and matured, (ii) the present fair salable value of the assets of such Person and its Subsidiaries, taken as a whole,

is not less than the amount that will be required to pay the probable liability on existing debts of such Person and its Subsidiaries, taken as a whole, as they become absolute and matured, (iii) such Person and its Subsidiaries are able to meet their obligations as they generally become due, (iv) such Person and its Subsidiaries have not ceased payment of their current obligations in the ordinary course of business as they generally become due, (v) the aggregate property of such Person and its Subsidiaries, at a fair valuation, is sufficient, or if disposed of at a fairly conducted sale under legal process, would be, sufficient to enable payment of all obligations of such Person and its Subsidiaries, due and accruing due, (vi) such Person and its Subsidiaries, taken as a whole, are able to pay their debts as they become absolute and mature, (vii) such Person and its Subsidiaries are not engaged in a business or a transaction, and are not about to engage in a business or transaction, for which their properties and assets, taken as a whole, would constitute unreasonably small capital, and (viii) such Person is not an “insolvent person” within the meaning of such term in the BIA, as applicable (it being understood and agreed that (x) the term “debts” as used in this definition includes any legal liability, whether matured or unmatured, liquidated or unliquidated, absolute, fixed or contingent and (y) “values of assets” shall mean the amount of which the assets (both tangible and intangible) in their entirety would change hands between a willing buyer and a willing seller, with a commercially reasonable period of time, each having reasonable knowledge of the relevant facts, with neither being under compulsion to act). The amount of all guarantees at any time shall be computed as the amount that, in light of all the facts and circumstances existing at the time, can reasonably be expected to become an actual or matured liability.

“Special Waiver Notice” has the meaning provided in Section 8.02(c).

“Specified CF Leases” means the CF Lease in respect of the Queen Street (Toronto), CF Sherway Gardens and CF Chinook Centre Hudson’s Bay and Saks Fifth Avenue Store locations, as applicable, including the CF Lease in respect of 401 Bay Street, Toronto, Ontario.

“Store” means any retail store (which may include any Real Estate, fixtures, Equipment, Inventory and other property related thereto) operated, or to be operated, by any Loan Party.

“Subordinated Indebtedness” means Indebtedness which is expressly subordinated in right of payment to the prior Payment in Full of the Obligations and which is in form and on terms (including, but not limited to, a prohibition on payment of principal and interest while the Loan is outstanding and terms restricting the exercise of rights by the holders of such Indebtedness) approved in writing by the Lender.

“Subsidiary” of a Person means a corporation, partnership, joint venture, limited liability company, unlimited liability company or other business entity of which a majority of the Equity Interests having ordinary voting power for the election of directors or other governing body are at the time beneficially owned, or the management of which is otherwise Controlled, directly, or indirectly through one or more intermediaries, or both, by such Person.

“Swap Contract” means (a) any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement, and (b) any and all transactions of any kind, and the related confirmations, which are subject to the terms and

conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement, or any other master agreement (any such master agreement, together with any related schedules, a “Master Agreement”), including any such obligations or liabilities under any Master Agreement.

“Swap Termination Value” means, in respect of any one or more Swap Contracts, after taking into account the effect of any legally enforceable netting agreement relating to such Swap Contracts, (a) for any date on or after the date such Swap Contracts have been closed out and termination value(s) determined in accordance therewith, such termination value(s), and (b) for any date prior to the date referenced in clause (a), the amount(s) determined as the mark-to-market value(s) for such Swap Contracts, as determined based upon quotations provided by any nationally recognized dealer in such Swap Contracts (which may include a lender under the ABL Credit Agreement).

“Synthetic Lease Obligation” means the monetary obligation of a Person under (a) a so-called synthetic, off-balance sheet or tax retention lease, or (b) an agreement for the use or possession of property (including sale and leaseback transactions), in each case, creating obligations that do not appear on the balance sheet of such Person but which, upon the application of any Debtor Relief Laws to such Person, would be characterized as the indebtedness of such Person (without regard to accounting treatment).

“Taxes” means all present or future taxes, charges, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority, including all income, sales, use, goods and services, harmonized sales, value-added, capital, capital gains, alternative, net worth, transfer, profits, withholding (including backup withholding), payroll, employer health, excise, real property and personal property taxes, and any other taxes, customs duties, fees, assessments, or similar charges in the nature of a tax, including Canada Pension Plan and provincial pension plan contributions, employment insurance payments and workers’ compensation premiums, together with any instalments with respect thereto, and any interest, additions to tax and penalties with respect thereto, imposed by any Governmental Authority (including federal, state, provincial, municipal and foreign Governmental Authorities), and whether disputed or not, and “Tax” and “Taxation” shall be construed accordingly.

“Term Loan Agent” means Pathlight Capital LP, in its capacity as administrative agent and collateral agent under the Term Loan Credit Agreement.

“Term Loan Credit Agreement” means an amended and restated term loan credit agreement dated as of the Effective Date, among, *inter alios*, the Borrowers, the guarantors party thereto, Term Loan Agent and the lenders party thereto from time to time, as amended, amended and restated, restated, modified, supplemented, or otherwise in effect from time to time or refinanced or replaced in connection with a Permitted Refinancing.

“Term Loan Borrowers” has the meaning specified in the Term Loan Credit Agreement.

“Term Loan Debt” means (a) Indebtedness of the Term Loan Borrowers pursuant to the Term Loan Credit Agreement in a principal amount not to exceed US\$58,800,000 as of the Effective Date and (b) any Permitted Refinancing thereof, in each case, which Indebtedness is subject to the terms of the Junior/Senior Intercreditor Agreement.

“Term Loan Documents” means the “Loan Documents” under and as defined in the Term Loan Credit Agreement.

“Term Loan Maturity Date” is the Maturity Date as defined in the Term Loan Credit Agreement, as such may be extended from time to time, or amended and extended pursuant to a Permitted Refinancing.

“Term Loan Obligations” means the “Obligations” under and as defined in the Term Loan Credit Agreement, as in effect on the Effective Date.

“Term Loan Priority Collateral” means Collateral in respect of which the Term Loan Agent has a first-ranking Lien pursuant to the terms of the intercreditor arrangements between the Term Loan Agent and the ABL Agent.

“Termination Date” means the earliest to occur of (i) the Maturity Date, or (ii) the date on which the maturity of the Obligations is accelerated (or deemed accelerated) and the Loan is irrevocably terminated (or deemed terminated) in accordance with ARTICLE VIII.

“Trading with the Enemy Act” means the Trading With the Enemy Act (50 U.S.C. § 1 et seq., as amended).

“Undertaking and Agreement” means the undertaking and agreement dated June 26, 2023 between Cadillac Fairview, in its own capacity and in its capacity as authorized agent of certain Affiliates of the Lender, as landlords, and the Borrower, as tenant, as amended, amended and restated, supplemented or otherwise modified from time to time.

“United States” and “U.S.” mean the United States of America.

“Unrestricted Subsidiary” means (a) any Subsidiary of the Parent that is identified on Schedule 5.14 as of the Effective Date as an Unrestricted Subsidiary and each Subsidiary of an Unrestricted Subsidiary formed or acquired after the Effective Date, so long as (i) such Subsidiary holds no assets previously owned by a Restricted Subsidiary (unless such assets consisted of Real Estate transferred to such Subsidiary prior to the Effective Date), (ii) no Subsidiary may be an Unrestricted Subsidiary (x) unless it is also so designated under the ABL Credit Agreement, and (y) if any of its assets are of the type included in the calculation of the Borrowing Base, (iii) at no time shall any creditor of any such Subsidiary have any claim (whether pursuant to a guarantee or otherwise) against any Loan Party or any of its other Subsidiaries (other than another Unrestricted Subsidiary) or any of their respective assets in respect of any Indebtedness or other obligation of any such Person (provided that the provisions of this clause (iii) shall not prohibit any Permitted Indebtedness of a Loan Party under clause (aa) of the definition thereof); (iv) no Loan Party or any of its Subsidiaries (other than another Unrestricted Subsidiary) shall become a general partner of any such Subsidiary; (v) no such Subsidiary shall own any Equity Interests of, or own or hold any Lien on any property of, any Loan Party or any other Subsidiary of any Loan Party (other than another Unrestricted Subsidiary), (vi) no Unrestricted Subsidiary shall be a party to any transaction or arrangement with any Loan Party or such Loan Party’s Subsidiaries (other than its other Unrestricted Subsidiaries) that would not be permitted by Section 7.09, and (vii) no Loan Party nor such Loan Party’s Subsidiaries (other than its other Unrestricted Subsidiaries) shall have any obligation to subscribe for additional Equity Interests of any Unrestricted Subsidiary or to preserve or maintain the financial condition of any Unrestricted Subsidiary (provided that the provisions of this clause (vii) shall not prohibit any Investments in any Unrestricted Subsidiary to the extent expressly permitted in this Agreement) and (viii) no Loan Party which has granted a security interest in or pledge of, any of its assets in favour of the Lender may be an Unrestricted Subsidiary and (b) each Pledgor Unrestricted Subsidiary and, provided that no Subsidiary may be an Unrestricted Subsidiary if it is not also an “Excluded Subsidiary” for the purposes of the ABL Credit Agreement, the

Term Loan Credit Agreement while the Term Loan Obligations have not been “Paid in Full” (as defined in the Term Loan Credit Agreement) and/or any other Indebtedness of the Loan Parties.

“USA PATRIOT Act” means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Title III of Pub. L. 107-56 (signed into law October 26, 2001)).

“Weekly Reporting Template” means a weekly reporting template substantially in the form attached as an exhibit to the ABL Credit Agreement.

“WEPPA” means the *Wage Earner Protection Program Act* (Canada), as from time to time in effect.

“WURA” means the *Winding-up and Restructuring Act* (Canada), as amended.

**1.02 Other Interpretive Provisions.** With reference to this Agreement and each other Loan Document, unless otherwise specified herein or in such other Loan Document:

(a) The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation.” The word “will” shall be construed to have the same meaning and effect as the word “shall.” Unless the context requires otherwise, (i) any definition of or reference to any agreement, instrument or other document (including any Organization Document and including, for the avoidance of doubt, any terms that are defined in this Agreement or any other Loan Document by cross-reference to such other agreement, instrument or other document) shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (except as expressly provided for and subject to any restrictions on such amendments, supplements or modifications set forth herein or in any other Loan Document); provided, however, that any terms used herein and defined herein by reference to the ABL Credit Agreement shall continue to be defined by reference to such documents notwithstanding that such agreements may cease to be in effect or have been terminated), (ii) any reference herein to any Person shall be construed to include such Person’s successors and assigns; provided that for the avoidance of doubt such construction shall not apply for purposes of determining whether a Change of Control has occurred, (iii) the words “herein,” “hereof” and “hereunder,” and words of similar import when used in any Loan Document, shall be construed to refer to such Loan Document in its entirety and not to any particular provision thereof, (iv) all references in a Loan Document to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, the Loan Document in which such references appear, (v) any reference to any law shall include all statutory and regulatory rules, regulations, orders and provisions consolidating, amending, replacing or interpreting such law and any reference to any law or regulation shall, unless otherwise specified, refer to such law or regulation as amended, modified or supplemented from time to time, and (vi) the words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights.

(b) In the computation of periods of time from a specified date to a later specified date, the word “from” means “from and including,” the words “to” and “until” each mean “to but excluding,” and the word “through” means “to and including.”

(c) Section headings herein and in the other Loan Documents are included for convenience of reference only and shall not affect the interpretation of this Agreement or any other Loan Document.

(d) For purposes of any Collateral located in the Province of Quebec or charged by any Deed of Hypothec (or any other Loan Document) and for all other purposes pursuant to which the interpretation or construction of a Loan Document may be subject to the laws of the Province of Quebec or a court or tribunal exercising jurisdiction in the Province of Quebec, (i) “personal property” shall be deemed to include “movable property”, (ii) “real property” shall be deemed to include “immovable property” and an “easement” shall be deemed to include a “servitude”, (iii) “tangible property” shall be deemed to include “corporeal property”, (iv) “intangible property” shall be deemed to include “incorporeal property”, (v) “security interest”, “mortgage” and “lien” shall be deemed to include a “hypothec”, “prior claim”, “reservation of ownership”, and a “resolatory clause”, (vi) all references to filing, registering or recording under the PPSA shall be deemed to include publication under the *Civil Code of Quebec*, and all references to releasing any Lien shall be deemed to include a release, discharge and *mainlevée* of a hypothec, “prior claim”, “reservation of ownership”, and a “resolatory clause” (vii) all references to “perfection” of or “perfected” Liens shall be deemed to include a reference to the “opposability” of such Liens to third parties, (viii) any “right of offset”, “right of setoff” or similar expression shall be deemed to include a “right of compensation”, (ix) “goods” shall be deemed to include “corporeal movable property” other than chattel paper, documents of title, instruments, money and securities, (x) an “agent” shall be deemed to include a “mandatary”, (xi) “joint and several” shall be deemed to include “solidary”, (xii) “gross negligence or willful misconduct” shall be deemed to be “intentional or gross fault”, (xiii) “priority” shall be deemed to include “rank” or “prior claim”, as applicable, and (xiv) all references to “foreclosure” shall be deemed to include “the exercise of a hypothecary right”, (xv) “leasehold interest” shall be deemed to include “valid rights resulting from a lease”, (xvi) “Lease” for personal or movable property shall be deemed to include a “contract of leasing (crédit-bail)”, and (xvii) “deposit account” shall include a “financial account” as defined in Article 2713.6 of the Civil Code of Quebec.

(e) Any reference herein to a, transfer, assignment, sale, disposition or transfer, or similar term, shall be deemed to apply to a division of or by a limited liability company, or an allocation of assets to a series of a limited liability company, as if it were a transfer, assignment, sale, disposition or transfer, or similar term, as applicable, to, of or with a separate Person. Any division of a limited liability company shall constitute a separate Person hereunder (and each division of any limited liability company that is a Subsidiary, joint venture or any other like term shall also constitute such a Person or entity).

(f) Where any provision of this Agreement or any other Loan Document, Compliance Certificate or Lease Document is expressly qualified by reference to the knowledge of a Person, such Person shall be deemed to have knowledge if (i) they have actual knowledge, or (ii) they ought to have had actual knowledge after reasonable inquiry.

### **1.03 Accounting Terms**

(a) Generally. All accounting terms not specifically or completely defined herein shall be construed in conformity with, and all financial data (including financial ratios and other financial calculations) required to be submitted pursuant to this Agreement shall be prepared in conformity with, GAAP or IFRS, as applicable, applied on a consistent basis, as in effect from time to time, applied in a manner consistent with that used in preparing the audited financial statements, except as otherwise specifically prescribed herein.



(b) Changes in GAAP or IFRS. Except as otherwise expressly provided herein, all terms of an accounting or financial nature shall be construed in accordance with GAAP or IFRS, as applicable, as in effect from time to time; provided that if the Borrower notifies the Lender that the Borrower requests an amendment to any provision hereof to eliminate the effect of any change occurring after the Effective Date in GAAP or IFRS or in the application thereof (including through adoption of IFRS) on the operation of such provision (or if the Lender notifies the Borrower that it requests an amendment to any provision hereof for such purpose), regardless of whether any such notice is given before or after such change in GAAP or IFRS or in the application thereof (including through the adoption of IFRS), then until such notice shall have been withdrawn or such provision is amended in accordance herewith, (i) such provision shall be interpreted on the basis of GAAP or IFRS as in effect and applied immediately before such change shall have become effective, and (ii) the Borrower shall include with the financial statements and other financial information and calculations required to be delivered to the Lender hereunder a reconciliation of such financial statements, information and calculations before and after giving effect to such change in GAAP or IFRS. Upon the adoption of IFRS by the Borrower, all references to GAAP herein shall be deemed references to IFRS.

(c) Treatment of Leases. Notwithstanding any other provision contained herein, all terms of an accounting or financial nature used herein shall be construed, and all computations of amounts and ratios referred to herein shall be made, without giving effect to any change in accounting for leases pursuant to GAAP resulting from the implementation of FASB ASU No. 2016-02, Leases (Topic 842), to the extent such adoption would require treating any lease (or similar arrangement conveying the right to use) as a Capital Lease Obligation where such lease (or similar arrangement) would not have been required to be so treated under GAAP prior to adoption.

**1.04 Rounding.** Any financial ratios required to be maintained by any Loan Party pursuant to this Agreement shall be calculated by dividing the appropriate component by the other component, carrying the result to two places more than the number of places by which such ratio is expressed herein and rounding the result up or down to the nearest number (with a rounding-up if there is no nearest number).

**1.05 Times of Day.** Unless otherwise specified: all references herein to times of day shall be references to Eastern time (daylight or standard, as applicable).

**1.06 Currency.** Unless otherwise specified, all references to “\$” herein shall be to lawful currency of the United States. For purposes of this Agreement and the other Loan Documents, (i) where the permissibility of a transaction or determinations of required actions or circumstances depend upon compliance with, or are determined by reference to, amounts stated in dollars, such amounts shall be deemed to refer to Dollars or the Equivalent Amount thereof in other currencies, and any requisite currency translation shall be based on the Equivalent Amount on the date of such transaction or determination and the permissibility of actions taken hereunder shall not be affected by subsequent fluctuations in exchange rates.

**1.07 PPSA Terms.** All terms used herein and defined in the PPSA shall have the meaning given therein unless otherwise defined herein. Without limiting the foregoing, the terms “accounts”, “chattel paper”, “goods”, “instruments”, “intangibles”, “proceeds”, “securities”, “investment property”, “document of title”, “inventory”, “equipment” and “fixtures”, as and when used in the description of Collateral located in Canada shall have the meanings given to such terms in the PPSA. To the extent the definition of any category or type of collateral is expanded by any amendment, modification or revision to the PPSA, such expanded definition will apply automatically as of the date of such amendment, modification or revision. In this Agreement, (i) any term defined in this Agreement by reference to the “Uniform Commercial Code”

shall also have any extended, alternative or analogous meaning given to such term in applicable Canadian personal property security and other laws (including, without limitation, the PPSA, the Bills of Exchange Act (Canada) and the Depository Bills and Notes Act (Canada)), in all cases for the extension, preservation or betterment of the security and rights of the Lender, (ii) all references in this Agreement to “Article 8 of the Code” or “Article 8 of the Uniform Commercial Code” shall be deemed to refer also to applicable Canadian securities transfer laws (including, without limitation, the Securities Transfer Act, 2006 (Ontario)), (iii) all references in this Agreement to the United States Copyright Office or the United States Patent and Trademark Office shall be deemed to refer also to the Canadian Intellectual Property Office, (iv) all references in this Agreement to a financing statement, continuation statement, amendment or termination statement shall be deemed to refer also to the analogous documents used under applicable Canadian personal property security laws, (v) all references to the United States, or to any subdivision, department, agency or instrumentality thereof shall be deemed to refer also to Canada, or to any subdivision, department, agency or instrumentality thereof, (vi) all references to federal or state securities law of the United States shall be deemed to refer also to analogous federal and provincial securities laws in Canada, and (vii) all references to “state or federal bankruptcy laws” shall be deemed to refer also to any insolvency proceeding occurring in Canada or under Canadian law.

## **ARTICLE II TERM LOAN**

### **2.01 Term Loan.**

(a) Subject to the terms and conditions set forth herein, the Lender agrees to continue to make available to the Borrower, following the Effective Date, a term loan (the “**Loan**”) in Canadian Dollars, in an aggregate amount of C\$176,000,000, representing the original loan amount of C\$200,000,000 advanced on the Original Closing Date, less the repayment of C\$24,000,000 to be made as of the Effective Date pursuant to Section 4.01(b).

(b) The Loan is not revolving and to the extent the Loan is repaid or prepaid (to the extent permitted hereunder), it may not be reborrowed.

### **2.02 Voluntary Prepayments.**

The Borrower may, upon irrevocable notice to the Lender, at any time or from time to time voluntarily prepay the Loan in whole or in part without premium or penalty; provided that such notice must be received by the Lender not later than 11:00 a.m. three (3) Business Days prior to any date of prepayment and provided that any prepayment of the Loan shall be in a minimum principal amount of C\$500,000. Such notice shall specify the date and amount of such prepayment. If such notice is given by the Borrower, the Borrower shall make such prepayment and the payment amount specified in such notice shall be due and payable on the date specified therein. Any prepayment of the Loan shall be accompanied by all accrued interest on the amount prepaid, together with any additional amounts required pursuant to this Agreement.

### **2.03 Repayment of Obligations.**

The Borrower shall repay to the Lender on the Termination Date all Obligations outstanding on such date (other than contingent indemnification claims for which a claim has not been asserted). Except for the principal payment referred to in Section 4.01(b) to be made on the Effective Date., there shall be no principal or other amortization payments required to be paid by the Borrower in respect of the Loan prior to the Termination Date.

## **2.04 Interest.**

(a) The Loan shall bear interest on the outstanding principal amount at a rate per annum equal to 10%.

(b) (i) If any amount payable under any Loan Document is not paid when due, whether at stated maturity, by acceleration or otherwise, such amount shall thereafter bear interest at an interest rate per annum at all times equal to the Default Rate to the fullest extent permitted by applicable Law until such amount is paid in full.

(ii) If any other Event of Default occurs and is continuing, then the Lender may notify the Borrower that all outstanding Obligations shall thereafter bear interest at an interest rate per annum at all times equal to the Default Rate and thereafter such Obligations shall bear interest at the Default Rate to the fullest extent permitted by applicable Law.

(c) Accrued and unpaid interest on past due amounts (including interest on past due interest) shall be due and payable upon demand.

(d) Except as provided in Section 2.04(c), interest on the Loan shall be due and payable in cash in arrears on each Interest Payment Date applicable thereto and at such other times as may be specified herein. Interest hereunder shall be due and payable in accordance with the terms hereof before and after judgment, and before and after the commencement of any proceeding under any Debtor Relief Law.

## **2.05 Computation of Interest**

(a) All computations of interest shall be made on the basis of a 365 or 366-day year, as applicable, and actual days elapsed. Interest shall accrue on the Loan, for the day on which the Loan is made, and shall not accrue on the Loan, or any portion thereof, for the day on which the Loan or such portion is paid, provided that any Loan that is repaid on the same day on which it is made shall bear interest for one day. Each determination by the Lender of an interest rate hereunder shall be conclusive and binding for all purposes, absent manifest error.

(b) If any provision of this Agreement or of any of the other Loan Documents would obligate a Loan Party to make any payment of interest or other amount payable to the Lender under this Agreement or any other Loan Document in an amount or calculated at a rate which would be prohibited by law or would result in a receipt by the Lender of interest at a criminal rate (as such terms are construed under the *Criminal Code* (Canada)) then, notwithstanding such provisions, such amount or rate shall be deemed to have been adjusted with retroactive effect to the maximum amount or rate of interest, as the case may be, as would not be so prohibited by law or so result in a receipt by the Lender of interest at a criminal rate, such adjustment to be effected, to the extent necessary, as follows: (1) firstly, by reducing the amount or rate of interest required to be paid to the Lender under this Section 2.05, and (2) thereafter, by reducing any fees, commissions, premiums and other amounts required to be paid to the Lender which would constitute "interest" for purposes of Section 347 of the *Criminal Code* (Canada). Notwithstanding the foregoing, and after giving effect to all adjustments contemplated thereby, if the Lender shall have received an amount in excess of the maximum permitted by that Section of the *Criminal Code* (Canada), the Loan Parties shall be entitled, by notice in writing to the Lender, to obtain reimbursement from the Lender in an amount equal to such excess and, pending such reimbursement, such amount shall be deemed to be an amount payable by the Lender to the Borrower. Any amount or rate of interest referred to in this

Section 2.05 shall be determined in accordance with generally accepted actuarial practices and principles as an effective annual rate of interest over the term that the applicable loan remains outstanding with the assumption that any charges, fees or expenses that fall within the meaning of “interest” (as defined in the *Criminal Code* (Canada)) shall be included in the calculation of such effective rate and, in the event of a dispute, a certificate of a Fellow of the Canadian Institute of Actuaries appointed by the Lender shall be conclusive for the purposes of such determination.

#### **2.06 Evidence of Debt.**

The Loan shall be evidenced by one or more accounts or records maintained by the Lender evidencing the date and amount of the Loan, each payment and prepayment of principal of the Loan, and each payment of interest and other amounts due in connection with the Obligations due to the Lender. The accounts or records maintained by the Lender shall be conclusive absent manifest error of the amount of the Loan and the interest and amounts owing thereon. Any failure to so record or any error in doing so shall not, however, limit or otherwise affect the obligation of the Borrower hereunder to pay any amount owing with respect to the Obligations.

#### **2.07 Commitment Fee.**

The Borrower paid to the Lender on June 26, 2023 a commitment fee in respect of the Loan, which was payable by way of the entering into of the lease amendments contemplated pursuant to Mass Lease Amending Agreement “A” and Mass Lease Amending Agreement “B” and the Lender directed the Borrower to pay in kind on such date to the landlord under each CF Lease referenced therein, such landlord’s applicable portion of the benefits under the Mass Lease Amending Agreement “A” and Mass Lease Amending Agreement “B”.

#### **2.08 Payments Generally.**

All payments to be made by the Borrower shall be made without condition or deduction for any counterclaim, defense, recoupment or setoff. Except as otherwise expressly provided herein, all payments by the Borrower hereunder shall be made to the Lender, in Canadian Dollars and in immediately available funds not later than 2:00 p.m. on the date specified herein. All payments received by the Lender in Canadian Dollars after 2:00 p.m., shall, at the option of the Lender, be deemed received on the next succeeding Business Day and any applicable interest or fee shall continue to accrue. If any payment to be made by the Borrower shall come due on a day other than a Business Day, payment shall be made on the next following Business Day, and such extension of time shall be reflected in computing interest or fees, as the case may be.

### **ARTICLE III TAXES**

#### **3.01 Taxes.**

(a) Payments Free of Taxes; Obligation to Withhold; Payments on Account of Taxes.

(i) Any and all payments by or on account of any obligation of any Loan Party under any Loan Document shall be made without deduction or withholding for any Taxes, except as required by applicable Laws. If any applicable Laws (as determined in the good faith discretion of the Lender regarding Taxes to be withheld or deducted by the Lender)

require the deduction or withholding of any Tax from any such payment by the Lender or a Loan Party, then the Lender or such Loan Party shall be entitled to make such deduction or withholding.

(ii) If any Loan Party or the Lender shall be required by any applicable Laws to withhold or deduct any Taxes from any payment, then (A) such Loan Party or the Lender, as required by such Laws, shall withhold or make such deductions as are determined by it to be required, (B) such Loan Party or the Lender, to the extent required by such Laws, shall timely pay the full amount withheld or deducted to the relevant Governmental Authority in accordance with such Laws, and (C) to the extent that the withholding or deduction is made on account of Indemnified Taxes, the sum payable by the applicable Loan Party shall be increased as necessary so that after any required withholding or the making of all required deductions (including deductions applicable to additional sums payable under this Section 3.01) the applicable Recipient receives an amount equal to the sum it would have received had no such withholding or deduction been made.

(b) Payment of Other Taxes by the Borrower Without limiting the provisions of subsection (a) above, the Borrower shall timely pay to the relevant Governmental Authority in accordance with applicable Law, or at the option of the Lender timely reimburse it for the payment of, any Other Taxes.

(c) Tax Indemnifications. Without duplication of any amounts paid under subsections (a) or (b), above, the Loan Parties shall, and each Loan Party does hereby, jointly and severally indemnify each Recipient, and shall make payment in respect thereof within 30 days after demand therefor, for the full amount of any Indemnified Taxes (including Indemnified Taxes imposed or asserted on or attributable to amounts payable under this Section 3.01(c) payable or paid by such Recipient or required to be withheld or deducted from a payment to such Recipient, in each case, on or with respect to any obligation of any Loan Party under any Loan Document, and any penalties, interest and reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority; provided that a certificate as to the amount of such payment or liability was delivered to the Borrower by the Lender, which certificate shall be conclusive absent manifest error.

(d) Evidence of Payments. As soon as practicable after any payment of Taxes by the Loan Parties or by the Lender to a Governmental Authority as provided in this Section 3.01, the Borrower shall deliver to the Lender or the Lender shall deliver to the Borrower, as the case may be, the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of any return required by applicable Laws to report such payment or other evidence of such payment reasonably satisfactory to the Borrower or the Lender, as the case may be.

(e) Status of Lender; Tax Documentation. The Lender, to the extent it may be entitled to an exemption from or reduction of withholding Tax with respect to payments made under any Loan Document shall deliver to the Borrower, at the time or times reasonably requested by the Borrower, such properly completed and executed documentation as reasonably requested by the Borrower as will permit such payments to be made without withholding or at a reduced rate of withholding (the "Documentation"). In addition, the Lender, if reasonably requested by the Borrower, shall deliver such other documentation prescribed by applicable Law or reasonably requested by the Borrower as will enable the Borrower (and any other withholding agent) to determine whether or not the Lender is subject to backup withholding or information reporting requirements and to comply with any obligation under FATCA. The Lender shall, whenever a lapse in time or change in circumstances renders such documentation expired, obsolete or

inaccurate in any material respect, deliver promptly to the Borrower updated or other appropriate documentation (including any new documentation reasonably requested by the applicable withholding agent) or promptly notify the Borrower of its inability to do so. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation shall not be required if in the Lender's reasonable judgment such completion, execution or submission would subject the Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of the Lender; provided that the Lender acknowledges that such Lender's completion, execution or submission of the Documentation that is required as of the date hereof in order for payments made under any Loan Document to be without withholding or at a reduced rate of withholding shall not subject the Lender to any material unreimbursed cost or expense and will not materially prejudice the legal or commercial position of the Lender.

(f) Treatment of Certain Refunds. If any Recipient determines, in its sole discretion exercised in good faith, that it has received a refund of any Taxes as to which it has been indemnified by any Loan Party or with respect to which any Loan Party has paid additional amounts pursuant to this Section 3.01 or that, because of the payment of such Taxes, it has benefited from a reduction in Excluded Taxes otherwise payable by it, it shall pay to the Loan Party an amount equal to such refund or reduction (but only to the extent of indemnity payments made, or additional amounts paid, by a Loan Party under this Section 3.01 with respect to the Taxes giving rise to such refund or reduction), net of all out-of-pocket expenses (including Taxes) incurred by such Recipient, and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund), provided that the Loan Party, upon the request of the Recipient, agrees to repay the amount paid over to the Loan Party (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to the Recipient in the event the Recipient is required to repay such refund or reduction to such Governmental Authority. Notwithstanding anything to the contrary in this subsection, in no event will the applicable Recipient be required to pay any amount to the Loan Party pursuant to this subsection the payment of which would place the Recipient in a less favourable net after-Tax position than such Recipient would have been in if the Tax subject to indemnification and giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to such Tax had never been paid. This subsection shall not be construed to require any Recipient to make available its Tax returns (or any other information relating to its Taxes that it deems confidential) to any Loan Party or any other Person.

(g) Survival. Each party's obligations under this Section 3.01 shall survive the repayment, satisfaction or discharge of all other Obligations.

#### **ARTICLE IV**

#### **CONDITIONS PRECEDENT TO AMENDMENT AND RESTATEMENT**

**4.01 Conditions of Loan.** The effectiveness of this Agreement and the other Loan Documents that are to be entered into on the Effective Date is subject to satisfaction of the following conditions precedent:

(a) The Lender's receipt of the following, each of which shall be originals or other electronic image scan transmission (e.g., "pdf" or "tif" via e-mail) (followed promptly by originals) unless otherwise specified, each dated the Effective Date and each in form and substance satisfactory to the Lender:

(i) counterparts of this Agreement duly executed by all parties hereto;

(ii) counterparts of the Security Documents, duly executed by the applicable Loan Parties party thereto;

(iii) such certificates of resolutions or other action, incumbency certificates and/or other certificates of Responsible Officers of each Loan Party as the Lender may reasonably require evidencing (A) the authority of each Loan Party to enter into this Agreement, the other Loan Documents and to grant the security interests pursuant to the Security Documents, to which such Loan Party is a party or is to become a party and (B) the identity, authority and capacity of each Responsible Officer thereof authorized to act as a Responsible Officer in connection with this Agreement, the other Loan Documents and the Lease Documents to which such Loan Party is a party;

(iv) copies of each Loan Party's Organization Documents as of the Effective Date, certified by a secretary or assistant secretary of such Loan Party to be true and correct as of the Effective Date, and (b) good standing certificates (or equivalent) for each Loan Party as of a recent date prior to the Effective Date in its state, province or federal jurisdiction of organization or formation;

(v) an opinion of Stikeman Elliott LLP, Canadian counsel to the Loan Parties, and such other counsel as the Lender may reasonably require, in each case, addressed to the Lender, as to such matters concerning the Loan Parties and the Loan Documents entered into on the Effective Date as the Lender may reasonably request;

(vi) a certificate of a Responsible Officer of the Borrower certifying (A) that the conditions specified in clauses (f), (g) and (i) of Section 4.01 have been satisfied, (B) as to the Solvency of the Loan Parties, and (C) either that (1) no consents, licenses or approvals are required in connection with the execution, delivery and performance by such Loan Party and the validity against such Loan Party of the Loan Documents and Lease Documents to which it is a party (including consent under the Material Debt Documents) or (2) that all such consents, licenses and approvals have been obtained and are in full force and effect;

(vii) the Borrower shall have complied with the requirements of an escrow arrangement between the Borrower and the Lender in respect of the Effective Date Refinancing;

(viii) Subordination agreements in form and substance satisfactory to the Lender in respect of all Indebtedness owing by the Loan Parties to Affiliates other than Loan Parties to the extent not already delivered;

(ix) a counterparts of the Junior/Senior Intercreditor Agreement, signed by all parties thereto;

(x) all other Loan Documents, each duly executed by the applicable Loan Parties;

(xi) customary PPSA, RDPRM, Bank Act (Canada), Canadian Intellectual Property Office, tax and judgment lien searches as may be reasonably requested by the Lender prior to the Effective Date, listing all effective financing statements, lien notices or

comparable documents that name any Loan Party as debtor and that are filed in those state, provincial and county jurisdictions in which any Loan Party is organized or maintains its principal place of business, the results of which are reasonably satisfactory to the Lender (in each case dated as of a date reasonably satisfactory to the Lender) indicating the absence of Liens on the assets of the Loan Parties, except for Permitted Encumbrances and Liens for which termination statements satisfactory to the Lender are being tendered substantially concurrently with such extension of credit or other arrangements reasonably satisfactory to the Lender for the delivery of such termination statements have been made; and

(xii) (A) all documents and instruments, including PPSA financing statements and RDPRM hypothec registrations, required by applicable Laws or reasonably requested by the Lender to be filed, registered or recorded to create or perfect the Liens intended to be created under the Security Documents and all such documents and instruments shall have been so filed, registered or recorded (or if applicable, delivered in proper form for filing) to the satisfaction of the Lender, provided that to the extent any insurance certificate or endorsement or any security interest in any Collateral is not able to be provided and/or perfected on the Effective Date other than (x) Collateral constituting assets pursuant to which a security interest can be perfected by the filing of a financing statement under the applicable Personal Property Security Act in Canada or the registration of a hypothec under the Civil Code of Quebec or (y) Collateral constituting certificated equity interests of the Loan Parties, if any, to which a security interest can be perfected (or a hypothec rendered opposable to third parties) by the delivery of such certificates (provided that the foregoing shall only apply to the extent such certificated equity interests are received from the existing lenders and debtholders (including their agents) of the Borrower as of the Effective Date after the Borrower's use of commercially reasonable best efforts to do so without undue burden or expense, then the provision and/or delivery of any insurance certificate or endorsement, and/or the provision and/or perfection of a security interest in such Collateral, as applicable, shall not constitute a condition precedent to the Loan on the Effective Date, but instead shall be required to be provided and/or perfected within forty-five (45) days after the Effective Date (or such later date as mutually agreed by the Lender and Borrower acting reasonably) and further provided that in relation to (a) the Equity Interests held in RioCan-HBC General Partner Inc. and RioCan-HBC Limited Partnership, the Borrower shall use commercially reasonable best efforts (as specified in Section 6.11(d)) to obtain any consent required by third parties as soon as reasonably possible following the Effective Date for the granting, by HBC Holdings GP Inc. and HBC Holdings LP, respectively, of a pledge in favour of the Lender, pursuant to a Pledge Agreement, and (b) the investment held in Neo Financial Technologies Inc., the Borrower shall use commercially reasonable best efforts to obtain any consent required from third parties as soon as reasonably possible following the Effective Date for the granting of a pledge by the Borrower, pursuant to a Pledge Agreement. The Pledge Agreements delivered shall be held in escrow until the consent of the applicable third party is obtained.

(b) The Lender shall have received funds in respect of the prepayment of the Loan in the amount of C\$24,000,000.

(c) The Neptune Merger shall have been consummated substantially in accordance in all material respects with the Neptune Merger Agreement and the Saks Global Facility shall have been consummated.



(d) The Effective Date Refinancing shall have occurred, or substantially concurrently with the effectiveness of this Agreement, shall occur.

(e) The Term Loan Credit Agreement and the initial funding thereunder, in each case, shall have been consummated.

(f) The representations and warranties of each loan party contained in Article V or in any other Loan Document, or which are contained in any document furnished under or in connection herewith or therewith, shall be true and correct in all material respects on and as of the Effective Date, except that, in the case of any representation and warranty qualified by materiality or Material Adverse Effect, they shall be true and correct in all respects.

(g) No Default or Event of Default shall exist or would result from the Effective Date Refinancing on the Effective Date.

(h) The Lender shall have received payment for all reasonable and documented out-of-pocket expenses incurred in connection with the Effective Date Refinancing and the negotiation and preparation of this Agreement, the other Loan Documents and the Lease Documents (including without limitation the fees and disbursement of Torys LLP, Daoust Vukovich LLP, Nassiry Law and KPMG).

(i) No default or breach by any tenant under a CF Lease shall exist, or would result from the Effective Date Refinancing, on the Effective Date.

(j) All obligations owing (i) to the lenders under the LT Propco Term Loan Agreement (as defined in the Existing Credit Agreement) and (ii) by the Loan Parties to Affiliates other than Subsidiaries of the Parent shall in each case have been satisfied in full in accordance with the tax structuring memorandum provided by the Borrower dated December 10, 2024.

The terms and conditions of Section 4.01 are inserted for the sole benefit of the Lender and the Lender may waive them, in whole or in part, in its sole discretion.

## **ARTICLE V REPRESENTATIONS AND WARRANTIES**

To induce the Lender to enter into this Agreement and to make the Loan hereunder, each Loan Party represents and warrants to the Lender that:

**5.01 Existence, Qualification and Power.** Each Loan Party and each Subsidiary thereof (a) is a corporation, limited liability company, partnership or limited partnership, duly incorporated, organized or formed, validly existing and, where applicable, in good standing under the Laws of the jurisdiction of its incorporation, organization or formation, (b) has all requisite power and authority and all requisite governmental licenses, permits, authorizations, consents and approvals to (i) own or lease its assets and carry on its business and (ii) execute, deliver and perform its obligations under the Loan Documents and Lease Documents to which it is a party, and (c) is duly qualified and is licensed and, where applicable, in good standing under the Laws of each jurisdiction where its ownership, lease or operation of properties or the conduct of its business requires such qualification or license; except in each case referred to in clauses (b)(i) and (c), to the extent that failure to do so could not reasonably be expected to have a Material Adverse Effect. Schedule 5.01 annexed hereto sets forth, as of the Effective Date, each Loan Party's name as it appears in official filings in its jurisdiction of incorporation or organization, its jurisdiction of incorporation

or organization, organization type or organization number, if any, issued by its jurisdiction of incorporation or organization.

**5.02 Authorization; No Contravention.** The execution, delivery and performance by each Loan Party of each Loan Document and Lease Document to which such Person is or is to be a party, has been duly authorized by all necessary corporate or other organizational action, and does not and will not (a) contravene the terms of any of such Person's Organization Documents; (b) conflict with or result in any breach, termination, or contravention of, or constitute a default under, or require any payment to be made under (i) any Material Contract or any Material Indebtedness to which such Person is a party or affecting such Person or the properties of such Person or any of its Subsidiaries or (ii) any material order, injunction, writ or decree of any Governmental Authority or any arbitral award to which such Person or its property is subject; (c) result in or require the creation of any Lien upon any asset of any Loan Party (other than Liens in favour of the Lender under the Security Documents); or (d) violate any material Laws applicable to the Loan Parties.

**5.03 Governmental Authorization; Other Consents.** No approval, consent, exemption, authorization, or other action by, or notice to, or filing with, any Governmental Authority is necessary or required in connection with the execution, delivery or performance by, or enforcement against, any Loan Party of this Agreement, any other Loan Document or any Lease Document, except for (a) the perfection, maintenance or enforcement of the Liens created under the Security Documents or (b) such as have been obtained or made and are in full force and effect.

**5.04 Binding Effect.** This Agreement has been, and each other Loan Document and Lease Document, when delivered, will have been, duly executed and delivered by each Loan Party that is party thereto. This Agreement constitutes, and each other Loan Document and Lease Document when so delivered will constitute, a legal, valid and binding obligation of such Loan Party, enforceable against each Loan Party that is party thereto in accordance with its terms, subject to Debtor Relief Laws or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

**5.05 Financial Statements; No Material Adverse Effect.**

(a) The audited financial statements of the Parent most recently delivered pursuant to Section 6.01(a) (or on the Effective Date, the audited financial statements of HBC I L.P. most recently delivered pursuant to Section 6.01(a) of the Existing Credit Agreement) (i) were prepared in accordance with GAAP or IFRS, as the case may be, consistently applied throughout the period covered thereby, except as otherwise expressly noted therein; and (ii) fairly present in all material respects, the financial condition of the Parent or HBC I L.P., as applicable, and its Subsidiaries, as of the date thereof and their respective results of operations for the period covered thereby in accordance with GAAP or IFRS consistently applied throughout the period covered thereby, except as otherwise expressly noted therein.

(b) The unaudited Consolidated balance sheet of the Parent and its Subsidiaries delivered pursuant to Section 6.01(b), and the related Consolidated statements of income or operations, and cash flows for the Fiscal Quarter ended on that date, (i) were prepared in accordance with GAAP, as the case may be, consistently applied throughout the period covered thereby, except as otherwise expressly noted therein, and (ii) fairly present in all material respects the financial condition of the Parent and its Subsidiaries as of the date thereof and their results of operations for the period covered thereby, subject, in the case of clauses (i) and (ii), to the absence of footnotes and to normal year-end audit adjustments.

(c) Since the date of the most recent audited financial statements delivered pursuant to Section 6.01(a), there has been no event or circumstance, either individually or in the aggregate, that has had or could reasonably be expected to have a Material Adverse Effect.

(d) The Consolidated and consolidating forecasted balance sheet and statements of income and cash flows of the Parent and its Subsidiaries delivered pursuant to Section 6.01(d) were prepared in good faith on the basis of the assumptions stated therein, which assumptions were fair in light of the conditions existing at the time of delivery of such forecasts, and represented, at the time of delivery, the Loan Parties' best estimate of its future financial performance.

**5.06 Litigation.** Except as set forth on Schedule 5.06, there are no actions, suits, proceedings, claims or disputes pending or, to the knowledge of the Loan Parties threatened, at law, in equity, in arbitration or before any Governmental Authority, by or against any Loan Party or any of its Subsidiaries or against any of its properties or revenues that (a) purport to affect or pertain to this Agreement, any other Loan Document or any Lease Document or any of the transactions contemplated hereby, or (b) except as specifically disclosed in Schedule 5.06, either individually or in the aggregate, if determined adversely, would reasonably be expected to have a Material Adverse Effect.

**5.07 No Default.**

(a) No Default or Event of Default has occurred and is continuing or would result from the consummation of any transactions contemplated by this Agreement, any other Loan Document or any Lease Document.

(b) No "event of default" (or equivalent term) as defined in a Material Debt Document has occurred and is continuing or would result from the consummation of any transactions contemplated by this Agreement or any other Loan Document.

(c) To the best of the knowledge of the Borrower, no default or event of default under a CF Lease has occurred and is continuing or would result from the Effective Date Refinancing or the consummation of any transactions contemplated by this Agreement, any other Loan Document or any Lease Document.

**5.08 Ownership of Property; Liens**

(a) Each of the Loan Parties has valid title in all Real Estate or valid leasehold interests in all Real Property Leases, in each case necessary or used in the ordinary conduct of its business, except for as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Each of the Loan Parties has valid title to, valid leasehold interests in, or valid licenses to use all personal property and assets material to the ordinary conduct of its business, except for as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(b) Schedule 5.08(b)(1) sets forth the address (including street address, county and state) of all Real Estate (excluding Real Property Leases) that is owned by the Loan Parties, together with a list of the holders of any mortgage thereon as of the Effective Date. Each Loan Party and each of its Subsidiaries has good, marketable and insurable fee simple title to the Real Estate owned by such Loan Party or such Subsidiary, free and clear of all Liens, other than Permitted Encumbrances. Schedule 5.08(b)(2) sets forth the address (including street address, county and state) of all Real Property Leases of the Loan Parties (other than any such location where the aggregate value of the Collateral maintained

at such location is at all times less than \$5,000,000 (but including, in all events, corporate headquarters)), together with the name of each lessor and its contact information with respect to each such Real Property Lease as of the Effective Date. Each of such Real Property Leases is in full force and effect and the Loan Parties are not in default of the terms thereof, except, in each case, as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

#### **5.09 Executive Offices, Collateral Locations.**

As of the Effective Date, the current location of each Loan Party's chief executive office, principal place of business, registered office according to its constituting documents and, for any Loan Party organized in Quebec, domicile (within the meaning of the *Civil Code of Quebec*), the jurisdictions in which its tangible assets and property in excess of the Security Threshold Amount are located and the locations of all of its books and records concerning the Collateral and all Account Debtors are set forth on Schedule 5.09. Each Loan Party that keeps records in the Province of Quebec relating to Collateral keeps a duplicate copy thereof at a location outside the Province of Quebec, as designated on Schedule 5.09.

#### **5.10 Environmental Compliance.**

(a) Except as specifically disclosed in Schedule 5.10, no Loan Party or any Subsidiary thereof (i) has failed to comply in any material respect, with any Environmental Law or to obtain, maintain or comply with any permit, license or other approval required under any Environmental Law, (ii) to the knowledge of the Loan Parties, has become subject to any Environmental Liability, or (iii) has received notice of any claim with respect to any Environmental Liability, except, in each case, as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(b) Except as otherwise set forth in Schedule 5.10, to the knowledge of the Loan Parties, there are no and never have been any underground or above-ground storage tanks or any surface impoundments, septic tanks, pits, sumps or lagoons in which Hazardous Materials are being or have been treated, stored or disposed on any property currently owned or operated by any Loan Party or any Subsidiary thereof or, to the best of the knowledge of the Loan Parties, on any property formerly owned or operated by any Loan Party or Subsidiary thereof; there is no asbestos or asbestos-containing material on any property currently owned or operated by any Loan Party or Subsidiary thereof; and Hazardous Materials have not been released, discharged or disposed of on any property currently or formerly owned or operated by any Loan Party or any Subsidiary thereof, except in each case as could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(c) Except as otherwise set forth on Schedule 5.10 and except in each case as could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, no Loan Party or any Subsidiary thereof is undertaking, and no Loan Party or any Subsidiary thereof has completed, either individually or together with other potentially responsible parties, any investigation or assessment or remedial or response action relating to any actual or threatened release, discharge or disposal of Hazardous Materials at any site, location or operation, either voluntarily or pursuant to the order of any Governmental Authority or the requirements of any Environmental Law; and all Hazardous Materials generated, used, treated, handled or stored at, or transported to or from, any property currently or, to their knowledge, formerly owned or operated by any Loan Party or any Subsidiary thereof have been disposed of in a manner not reasonably expected to result in material liability to any Loan Party or any Subsidiary thereof.

**5.11 Insurance.** The properties of the Loan Parties and their Subsidiaries that are necessary for the operation of their business are insured with financially sound and reputable insurance companies which are not affiliates of the Loan Parties, in such amounts, with such deductibles and covering such risks (including, without limitation, workmen's compensation, public liability, business interruption, property damage and directors and officers liability insurance) as are customarily carried by companies engaged in similar businesses and owning similar properties in localities where the Loan Parties or the applicable Subsidiary operates; provided that the Loan Parties may self-insure to the extent customary among companies engaged in similar businesses and operating in similar localities. Schedule 5.11 sets forth a description of all insurance maintained by or on behalf of the Loan Parties and their Subsidiaries as of the Effective Date. As of the Effective Date, each insurance policy listed on Schedule 5.11 is in full force and effect and all premiums in respect thereof that are due and payable have been paid.

**5.12 Taxes.** The Loan Parties and their Subsidiaries have filed all federal, provincial, territorial and other material tax returns and reports required to be filed, and have paid all federal, provincial, territorial and other material taxes, assessments, fees and other governmental charges levied or imposed upon them or their properties, income or assets otherwise due and payable, except those which (i) are being contested in good faith by appropriate proceedings being diligently conducted, for which adequate reserves have been provided in accordance with GAAP or IFRS, as to which Taxes no Lien has been filed and which contest effectively suspends the collection of the contested obligation and the enforcement of any Lien securing such obligation, or (ii) individually or in the aggregate could not reasonably be expected to have a Material Adverse Effect. There is no proposed tax assessment against any Loan Party or any Subsidiary that would, if made, result in a liability, taking into account any payment made in relation to such assessment, which would be reasonably expected to have a Material Adverse Effect. Schedule 5.12 sets forth as of the Effective Date for each Loan Party in respect of (i) those taxation years or other relevant periods with respect to any charges that have not yet been assessed by the CRA or the applicable provincial, territorial, local or foreign Governmental Authorities, (ii) the taxation years or other relevant periods with respect to any charges that are currently being audited by the CRA or any other applicable Governmental Authority and (iii) any assessments or threatened assessments in connection with such audit, or otherwise currently outstanding and (iv) the most recent taxation year or other relevant periods with respect to any charges that an audit by CRA or the applicable provincial, territorial, local or foreign Governmental Authorities has been completed. Except as described in Schedule 5.12, as of the Effective Date, no Loan Party has executed or filed with the CRA or any other Governmental Authority any agreement or other document extending, or having the effect of extending, the period for assessment or collection of any charges. Except for failures that could not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect, each Loan Party has duly and timely collected all amounts on account of any sales or transfer taxes, including goods and services, harmonized sales and provincial or territorial sales taxes, required by Law to be collected by it and has duly and timely remitted to the appropriate Governmental Authority any such amounts required by Law to be remitted by it.

**5.13 Pension Plans.**

As of the Effective Date, Schedule 5.13 lists all Pension Plans and identifies those which have a "defined benefit provision" as such term is defined in the ITA. Except as would not, either individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, each Loan Party is in compliance with all of their obligations under and in respect of the Pension Plans and Benefit Plans under the terms thereof, any funding agreements and all applicable laws (including any fiduciary, funding, investment and administration obligations). All employer and employee payments, contributions or premiums to be remitted, paid to or in respect of each Pension Plan or Benefit Plan have been paid in a timely fashion in accordance with the terms thereof, any funding agreement and all applicable Laws. Except

as set forth on Schedule 5.13, as of the Effective Date, none of the Pension Plans, other than any union sponsored multi-employer pension plans in respect of which the Loan Parties' obligations are limited to an amount set out in the applicable collective agreement or participation agreement or a fixed percentage of the payroll thereof, has a Pension Plan Unfunded Liability. All Pension Plan Unfunded Liabilities have been properly accrued in accordance with IFRS and are fully and accurately disclosed in the Parent's consolidated financial statements delivered under Section 6.01 in accordance with IFRS. No Pension Plan Termination Event has occurred for which liabilities exceed C\$2,500,000. Except as would not, either individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, there is no investigation by a Governmental Authority or claim (other than routine claims for payment of benefits) pending or, to the knowledge of any Loan Party, threatened involving any Pension Plan or their assets, and no facts exist which could reasonably be expected to give rise to any such investigation or claim (other than routine claims for payment of benefits).

#### **5.14 Subsidiaries; Equity Interests.**

As of the Effective Date, the Loan Parties have no Subsidiaries other than those specifically disclosed in Part (a) of Schedule 5.14, which Schedule sets forth the legal name, jurisdiction of incorporation or formation. Schedule 5.14 also sets forth each Loan Party (under the heading "Loan Parties"), each Pledgor Unrestricted Subsidiary (under the heading "Pledgor Unrestricted Subsidiary"), each Immaterial Subsidiary (under the heading "Immaterial Subsidiaries"), each Inactive Subsidiary (under the heading "Inactive Subsidiaries"), each Unrestricted Subsidiary (under the heading "Unrestricted Subsidiary"), each Real Estate Subsidiary (under the heading "Real Estate Subsidiary") and any other Excluded Subsidiary (under the heading "Other Excluded Subsidiary") as of the Effective Date, and such designations are the same designations of such Subsidiaries under the ABL Credit Agreement. All of the outstanding Equity Interests in such Subsidiaries have been validly issued, are fully paid and non-assessable and are owned by a Loan Party (or a Subsidiary of a Loan Party) free and clear of all Liens except for Permitted Encumbrances. Except as set forth in Schedule 5.14 as of the Effective Date, there are no outstanding rights to purchase any Equity Interests in any Subsidiary of a Loan Party. As of the Effective Date, the Loan Parties have no equity investments in any other corporation or entity other than those specifically disclosed in Part (b) of Schedule 5.14. The copies of the Organization Documents of each Loan Party and each amendment thereto provided pursuant to Section 4.01 are true and correct copies of each such document as of the Effective Date, each of which is valid and in full force and effect.

#### **5.15 Margin Regulations; Investment Company Act.**

(a) No Loan Party is engaged or will be engaged, principally or as one of its important activities, in the business of purchasing or carrying margin stock (within the meaning of Regulation U issued by the FRB), or extending credit for the purpose of purchasing or carrying margin stock. None of the proceeds of the Loan shall be used directly or indirectly for the purpose of purchasing or carrying any margin stock, for the purpose of reducing or retiring any Indebtedness that was originally incurred to purchase or carry any margin stock or for any other purpose that might cause any of the Loan to be considered a "purpose credit" within the meaning of Regulations T, U, or X issued by the FRB.

(b) None of the Loan Parties is or is required to be registered as an "investment company" under the Investment Company Act of 1940.

#### **5.16 Disclosure.**

Each Loan Party has disclosed to the Lender all agreements, instruments and corporate or other restrictions to which it or any of its Subsidiaries is subject, and all other matters known to it, that, individually or in the aggregate, could reasonably be expected to result in a Material Adverse Effect. No report, financial statement, certificate or other written information furnished by or on behalf of any Loan Party to the Lender in connection with the transactions contemplated hereby and the negotiation of this Agreement or delivered hereunder, under any other Loan Document or any Lease Document (in each case, as modified or supplemented by other information so furnished), taken as a whole, contains any material misstatement of fact or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that, with respect to projected financial information, the Loan Parties represent only that such information was prepared in good faith based upon assumptions believed to be reasonable at the time (it being understood that such projected financial information is not a guarantee of future performance and actual results may differ from those set forth in such projected financial information).

**5.17 Compliance with Laws.** Each of the Loan Parties and each Subsidiary thereof is in compliance in all material respects with the requirements of all Laws and all orders, writs, injunctions and decrees binding on it or its properties, except in such instances in which (a) such requirement of Law or order, writ, injunction or decree is being contested in good faith by appropriate proceedings diligently conducted or (b) the failure to comply therewith, either individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect.

**5.18 Intellectual Property; Licenses, Etc.** Except as would not have or reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, the Loan Parties and their Subsidiaries own, or, to their knowledge possess the right to use, all of the Intellectual Property that is reasonably necessary for the operation of their respective businesses, without conflict with the rights of any other Person. Except as specifically disclosed in Schedule 5.18, no claim or litigation regarding any of the foregoing is pending or, to the best knowledge of the Loan Parties, threatened, which, either individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect.

**5.19 Labour Matters.**

Except as would not, either individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect (i) there are no strikes, lockouts, slowdowns or other material labour disputes against any Loan Party or any Subsidiary thereof pending or, to the knowledge of any Loan Party, threatened, (ii) the hours worked by and payments made to employees of the Loan Parties comply with the Employment Standards Act, 2000 (Ontario) and any other similar applicable federal, provincial, territorial, municipal, local or foreign Law dealing with such matters, (iii) no Loan Party or any of its Subsidiaries has incurred any liability or obligation under the Employment Standards Act, 2000 (Ontario) or similar provincial Law, (iv) all payments due from any Loan Party and its Subsidiaries, or for which any claim may be made against any Loan Party or any of its Subsidiaries, on account of wages and employee health and welfare insurance and other benefits, have been paid or properly accrued in accordance with GAAP or IFRS as a liability on the books of such Loan Party, (v) each Loan Party has withheld all employee withholdings and has made all employer contributions to be withheld and made by it pursuant to applicable Laws on account of the Canada Pension Plan and Quebec Pension Plan as maintained by the Government of Canada and the Province of Quebec, respectively, employment insurance and employee income taxes; (vi) except as set forth on Schedule 5.19, as of the Effective Date, no Loan Party or any Subsidiary is a party to or bound by any collective bargaining agreement, any management, consulting or employment agreement providing for annual compensation of greater than C\$5,000,000, including any bonus, restricted stock, stock option, or stock appreciation plan or agreement or any similar plan, agreement or arrangement (excluding

any phantom share plan), (vii) there are no representation proceedings pending or, to any Loan Party's knowledge, threatened to be filed with the Ontario Labour Relations Board or similar bodies in other provinces, and no labor organization or group of employees of any Loan Party or any Subsidiary has made a pending demand for recognition, (viii) there are no complaints, unfair labor practice charges, grievances, arbitrations, unfair employment practices charges or any other claims or complaints against any Loan Party or any Subsidiary pending or, to the knowledge of any Loan Party, threatened to be filed with any Governmental Authority or arbitrator based on, arising out of, in connection with, or otherwise relating to the employment or termination of employment of any employee of any Loan Party or any of its Subsidiaries, or (ix) the consummation of the transactions contemplated by the Loan Documents and the Lease Documents will not give rise to any right of termination or right of renegotiation on the part of any union under any collective bargaining agreement to which any Loan Party or any of its Subsidiaries is bound.

## **5.20 Security Documents.**

The General Security Agreement and other Security Documents create in favour of the Lender a legal, valid, continuing and enforceable security interest in, and hypothec on, the Collateral subject thereto, the enforceability of which is subject to applicable Debtor Relief Laws and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law. The financing statements, hypothec registrations, releases and other filings were in appropriate form and have been filed and registered in the offices specified in Schedule 1 of the General Security Agreement and as required by applicable Laws, including in the RDPRM. The Lender has a perfected Lien on, and security interest in, to and under all right, title and interest of the grantors thereunder in all Collateral that may be perfected under the PPSA (in effect on the date this representation is made) by filing, recording or registering a financing statement or analogous document (including without limitation the proceeds of such Collateral subject to the limitations relating to such proceeds in the PPSA) or by obtaining control, in each case prior and superior in right to any other Person, subject to any Permitted Liens and any consents required of third parties for the Neo Pledge and the RioCan Pledge.

## **5.21 Solvency**

After giving effect to the Effective Date Transactions, each of the Loan Parties, on a standalone basis, is and will be Solvent. No transfer of property has been or will be made by any Loan Party and no obligation has been or will be incurred by any Loan Party in connection with the transactions contemplated by this Agreement, the other Loan Documents or the Lease Documents with the intent to hinder, delay, or defraud either present or future creditors of any Loan Party.

## **5.22 Deposit Accounts; Credit Card Arrangements.**

(a) Annexed hereto as Schedule 5.22(a) is a list of all DDAs (as defined in the ABL Credit Agreement) maintained by the Loan Parties as of the Effective Date, which Schedule includes, with respect to each DDA (i) the name and address of the depository; (ii) the account number(s) maintained with such depository; (iii) a contact person at such depository, and (iv) the identification of each Controlled Account Bank (as defined in the ABL Credit Agreement).

(b) Annexed hereto as Schedule 5.22(b) is a list describing all arrangements as of the Effective Date to which any Loan Party is a party with respect to the processing and/or payment to such Loan Party of the proceeds of any credit card charges and debit card charges for sales made by such Loan Party.



**5.23 Brokers.** No broker or finder brought about the obtaining, making or closing of the Loan, the transactions contemplated by the Loan Documents, and no Loan Party or Affiliate thereof has any obligation to any Person in respect of any finder's or brokerage fees in connection therewith.

**5.24 Material Contracts.** Schedule 5.24 sets forth all Material Contracts to which any Loan Party is a party or is bound as of the Effective Date. The Loan Parties are not in breach or in default in any material respect of or under any Material Contract and have not received any notice of default under, or of the intention of any other party thereto to terminate, any Material Contract.

**5.25 Casualty.** Neither the businesses nor the properties of any Loan Party or any of its Subsidiaries are affected by any fire, explosion, accident, strike, lockout or other labour dispute, drought, storm, hail, earthquake, embargo, act of God or of the public enemy or other casualty (whether or not covered by insurance) that, either individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect.

**5.26 Customs Broker/Carrier Agreements.** Schedule 5.26 lists all arrangements, as of the Effective Date, to which any Loan Party maintains with any customs broker, freight carrier or other shipping agent, with respect to the importation, storage or transport of goods (including, for greater certainty, Inventory) for such Loan Party.

**5.27 Inactive Subsidiaries.** As of the Effective Date, no Inactive Subsidiary (a) is engaged in any business or has any Indebtedness or any other material liabilities (except in connection with its corporate formation) or (b) owns or holds any interest, direct or indirect, in any property or asset (other than its name).

## **5.28 USA PATRIOT Act; Sanctioned Persons**

(a) To the extent applicable, each Loan Party is in compliance, in all material respects, with (i) the United States Trading with the Enemy Act and each of the other Foreign Assets Control Regulations (including, without limitation, the Executive Order and the USA PATRIOT Act), (ii) the United States Foreign Corrupt Practices Act of 1977, (iii) the Corruption of Foreign Public Officials Act (Canada), as amended (the "FCPA"), (iv) the UK Bribery Act 2010 and (v) other applicable anti-corruption Laws, and the Loan Parties have instituted and maintained policies and procedures designed to promote and achieve compliance with such laws and applicable Sanctions, and to the knowledge of the Loan Parties and their Subsidiaries are in compliance with such anti-corruption Laws in all material respects and applicable Sanctions in all respects. No part of the proceeds of the Loan will be used, directly or, to the Loan Parties' knowledge, indirectly, for any payments to any governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of the FCPA, each of the other Foreign Assets Control Regulations or other applicable anti-corruption Laws.

(b) None of the Parent nor any of its Subsidiaries, nor, to the knowledge of the Loan Parties, any director, officer, employee, agent or affiliate of the Borrower is an individual or entity (for purposes of this Section 5.28(b), a "Person") that is, or is owned or controlled by Persons (A) that are (x) an Embargoed Person or (y) the subject of any sanctions administered or enforced by the Government of Canada, the United Nations Security Council, the European Union, His Majesty's Treasury or other applicable sanctions authority, (B) pursuant to the U.S. Iran Sanctions Act, as amended, or Executive Order 135900 (collectively, "Sanctions") or (C) located, organized or resident in a Designated Jurisdiction (including, without limitation, Burma/Myanmar, Iran, North Korea, Sudan, Crimea, Cuba, Syria, the so-

called Donetsk People's Republic and the so-called Luhansk People's Republic regions of Ukraine). The Loan Parties will not, directly or, to their knowledge, indirectly, use the proceeds of the Loan, or lend, contribute or otherwise make available such proceeds to any Subsidiary, joint venture partner or other Person, (i) to fund any activities or business of or with any Person, or in any country or territory, that, at the time of such funding, is, or whose government is, the subject of Sanctions or (ii) in any other manner that would result in a violation of Sanctions by any Person (including any Person participating in the Loan, whether as lender, underwriter, advisor, investor or otherwise).

(c) Each of the Parent's Restricted Subsidiaries, to the extent applicable, (a) are in compliance in all material respects with the *Criminal Code* (Canada) and the PCTFA, and (b) are in compliance in all material respects with all other AML Legislation and the Canadian Economic Sanctions and Export Control Laws. Furthermore, no Loan Party nor any Subsidiary thereof is a Canadian Blocked Person. No part of the proceeds of the Loan will be used, directly or, to the Loan Parties' knowledge, indirectly, in violation of AML Legislation or the Canadian Economic Sanctions and Export Control Laws.

**5.29 Loan Parties.** None of the Restricted Subsidiaries or Pledgor Unrestricted Subsidiaries which do not constitute Loan Parties have any Inventory, credit card receivables or other assets included in the Borrowing Base other than ordinary course trade receivables and none will obtain, acquire or otherwise own any such assets unless such Restricted Subsidiary or Pledgor Unrestricted Subsidiary becomes a Loan Party. No Subsidiary of the Parent is a Loan Party under and as defined in the ABL Credit Agreement that is also not a Loan Party under this Agreement.

**5.30 Canadian Loan Party Affiliate Transactions.** Schedule 5.30 sets forth a true and complete list of the transactions and arrangements in effect on the Effective Date between any Loan Party and any Affiliate that is not a Loan Party that are expected to involve a payment or delivery of consideration (whether or not in cash) in excess of C\$100,000 in any year following the Effective Date either by, or to, a Loan Party. As of the Effective Date, after giving effect to the Effective Date Refinancings, there is no Indebtedness owing by, or guarantees granted by, the Loan Parties or their Subsidiaries to HBC IV L.P., or to HBC I L.P. or any of its Subsidiaries.

**5.31 Canadian Retail Business Assets.** The Canadian Retail Business is operated exclusively by the Loan Parties. All assets comprising or used to operate the Canadian Retail Business (including without limitation all Intellectual Property required for the operation thereof) are owned, held, leased or licensed to the Loan Parties. All trademarks, tradenames and website domains relating to the Canadian retail business of The Bay, including Hudson's Bay, The Bay, hbc.com and TheBay.com, are owned by a Loan Party.

## ARTICLE VI AFFIRMATIVE COVENANTS

So long as the Loan or other Obligation hereunder shall remain unpaid or unsatisfied (other than contingent indemnification claims for which a claim has not been asserted), the Loan Parties shall, and shall (except in the case of the covenants set forth in Sections 6.01, 6.02, and 6.03) cause each Restricted Subsidiary of the Parent to:

**6.01 Financial Statements.** Deliver to the Lender, in form and detail reasonably satisfactory to the Lender:

(a) as soon as available, but in any event within 180 days after the end of the Fiscal Year of the Parent ending February 3, 2025, and thereafter, within 120 days after the end of each Fiscal Year of the Parent, (i) a Consolidated balance sheet of the Parent and its Subsidiaries as at the end of such Fiscal Year, and the related consolidated statements of income or operations, Shareholders' Equity and cash flows for such Fiscal Year, setting forth in each case in comparative form the figures for the previous Fiscal Year, all in reasonable detail and prepared in accordance with GAAP, and (ii) a consolidating balance sheet of the Parent and its Subsidiaries as at the end of such Fiscal Year, and the related consolidating statements of income or operations, Shareholders' Equity and cash flows for such Fiscal Year (all such consolidating statements to be presented by the Borrower and its Subsidiaries on a consolidated basis), setting forth in each case in comparative form the figures for the previous Fiscal Year, all in reasonable detail and prepared in accordance with GAAP, each such consolidated statements to be audited and accompanied by the report of a Registered Public Accounting Firm of nationally recognized standing approved by the ABL Agent (or otherwise satisfactory to the Lender), which report shall be prepared in accordance with generally accepted auditing standards and shall not be subject to any "going concern" or like qualification or exception or any qualification or exception as to the scope of such audit; and such consolidating statements to be certified by a Responsible Officer of the Borrower to the effect that such statements are fairly stated in all material respects when considered in relation to the consolidated financial statements of the Parent and its Subsidiaries;

(b) as soon as available, but in any event (i) within 30 days after the end of each Fiscal Month of the Parent, management reporting that is prepared on a monthly basis, including profit and loss to Consolidated EBITDA, comparative store sales data broken out by banner and an Availability schedule, (ii)(x) within 45 days after the end of each of the first three Fiscal Quarters of each Fiscal Year of the Parent, and (ii) within 120 days after the end of the fourth Fiscal Quarter of the Parent, in each case, an unaudited Consolidated and consolidating balance sheet of the Parent and its Subsidiaries as at the end of such Fiscal Quarter, and the related unaudited consolidated and consolidating statements of income or operations, and cash flows for such Fiscal Quarter and for the portion of the Parent's Fiscal Year then ended (all such consolidating statements to be presented by the Borrower and its Subsidiaries on a consolidated basis), setting forth in each case in comparative form the figures for (A) the corresponding Fiscal Quarter of the previous Fiscal Year and (B) the corresponding portion of the previous Fiscal Year, all in reasonable detail, such Consolidated statements to be certified by a Responsible Officer of the Borrower as fairly presenting in all material respects the financial condition, results of operations, and cash flows of the Parent and its Subsidiaries as of the end of such Fiscal Quarter in accordance with GAAP, subject only to normal year-end audit adjustments and the absence of footnotes and such consolidating statements to be certified by a Responsible Officer of the Borrower to the effect that such statements are fairly stated in all material respects when considered in relation to the consolidated financial statements of the Parent and its Subsidiaries;

(c) simultaneously with the delivery of each set of Consolidated financial statements referred to in Sections 6.01(a) and 6.01(b), above, (i) a detailed calculation of the Consolidated Fixed Charge Coverage Ratio for such period, reflecting the adjustments necessary to eliminate the accounts of Unrestricted Subsidiaries (if any) from such Consolidated Fixed Charge Coverage Ratio, and (ii) a current schedule of all Unrestricted Subsidiaries, accompanied by the certification of a Responsible Officer of the Borrower certifying that such financial information presents fairly in accordance with GAAP, the exclusion of the financial position and results of operations of all Unrestricted Subsidiaries;

(d) as soon as available, but in any event no more than 90 days after the end of each Fiscal Year of the Parent, forecasts prepared by management of the Borrower of (i) Availability, in the form provided to the ABL Agent and prepared on a monthly basis for the immediately following Fiscal Year

(including the Fiscal Year in which the Maturity Date occurs), and (ii) the consolidated, balance sheets and statements of income or operations and cash flows of the Parent and its Subsidiaries on a quarterly basis for the immediately following Fiscal Year (including the Fiscal Year in which the Maturity Date occurs), such forecasts in a form satisfactory to the Lender, and as soon as available, any significant revisions to such forecast with respect to such Fiscal Year;

(e) as soon as available, but in any event within thirty (30) days after the end of each Fiscal Month of each Fiscal Quarter of the Parent, management reporting, that is prepared on a monthly basis, including (i) a comparison of actual results to the forecasts provided pursuant to clause (d) above, (ii) updated versions of the forecasts provided pursuant to clause (d) above on a rolling 12 month basis, (iii) a copy of the related board presentation provided by management to the Parent's board of directors, and (iv) except to the extent already included in the board presentation referred to in clause (iii), progress reporting on key initiative (including cost containment and real estate monetization) liquidity and Inventory, in a form reasonably requested by the Lender;

(f) as soon as available, real estate valuation reports prepared for the Parent or its Subsidiaries in relation to any owned or leased real estate located in Canada including real estate held by the RioCan JVCo; and

(g) as soon as available, to the extent available, valuation reports prepared for the Parent or its Subsidiaries in relation to the Intellectual Property used in the Canadian Retail Business including TheBay.com.

**6.02 Certificates; Other Information.** Deliver to the Lender, in form and detail reasonably satisfactory to the Lender:

(a) concurrently with the delivery of the financial statements referred to in Sections 6.01(a) and (b), (i) a duly completed Compliance Certificate signed by a Responsible Officer of the Borrower, and (ii) a copy of management's discussion and analysis with respect to such financial statements;

(b) the Borrower shall also provide a statement of reconciliation conforming such financial statements to GAAP (which shall, among other things, contain a certification from such Responsible Officer (I) stating that to the knowledge of the Loan Parties, there exists no event of default or other material default by any one or more Loan Parties under any Material Debt Document or any CF Lease, nor have any notices of default been received by any Loan Parties relating to any default under any Material Debt Documents which remains uncured or has not been expressly waived in writing, (II) as to the incurrence of any Indebtedness for borrowed money in an aggregate principal amount in excess of C\$1,000,000 (not previously reported on and other than drawings under the ABL Credit Agreement) by a Loan Party, (B) the entering into by a Loan Party of Guarantees of any obligations (other than obligations of another Loan Party), (C) any Restricted Payment by a Loan Party to any Person other than another Loan Party, and (D) any Investment by a Loan Party in any Person other than another Loan Party;

(c) promptly after the same are available, to the extent any of the Loan Parties is a "reporting issuer" under applicable Securities Laws, copies of each annual report, proxy or financial statement or other report or communication sent to the stockholders of the Loan Parties, and copies of all annual, regular, periodic and special reports and registration statements which any Loan Party may file or be required to file with the SEC under Section 13 or 15(d) of the Securities Exchange Act of 1934, with any national securities exchange or with any similar Canadian Governmental Authority or exchange;

(d) promptly, and in any event within five (5) Business Days after receipt thereof by any Loan Party or any Restricted Subsidiary thereof, copies of each notice or other correspondence received from any Governmental Authority concerning any proceeding with, or investigation or possible investigation or other inquiry by such Governmental Authority regarding financial or other operational results of any Loan Party or any Restricted Subsidiary thereof or any other matter which, if adversely determined, could reasonably be expected to have a Material Adverse Effect;

(e) promptly, such additional information regarding the business affairs, financial condition or operations of any Loan Party or any Restricted Subsidiary, or compliance with the terms of the Loan Documents and the Lease Documents, as the Lender may from time to time reasonably request;

(f) at any time Availability shall be less than 30% of the Loan Cap, commencing the immediately following month and on a monthly basis, by not later than 11:00 am (ET) on the fifth Business Day of each Fiscal Month, a 13-week cash flow forecast (the “Cash Flow Forecast”) consistent with the Cash Flow Forecast Template, reflecting the Loan Parties’ (i) good faith projections of all weekly cash receipts and disbursements on a line item basis in connection with the operation of their businesses for the following 13-week period, and (ii) calculations of the Borrowing Base, Inventory receipts and Availability for each week of such 13-week period; provided that, from the Effective Date until April 30, 2025, such Cash Flow Forecast shall be delivered on the Wednesday of each week; provided, further, that at any time Availability shall be less than or equal to the greater of (i) \$50,000,000 and (ii) 20% of the Loan Cap, such Cash Flow Forecast shall be delivered on the Cash Flow Forecast Template on the Wednesday of each week (or, if Wednesday is not a Business Day, on the next succeeding Business Day), as of the close of business on the immediately preceding Saturday. A Cash Flow Forecast shall continue to be delivered under this Section 6.02(g) until Availability shall be greater than 30% of the Loan Cap for thirty (30) consecutive days, in which case, a Cash Flow Forecast shall no longer be required to be delivered;

(g) within ten (10) days prior to any amalgamation, merger, consolidation, dissolution or other change in entity structure of any Pledgor Unrestricted Subsidiary, provide notice of such change to the Lender, along with such other information as reasonably requested by the Lender;

(h) concurrently with the delivery of the Cash Flow Forecast referred to in Section 6.02(f) above, a variance report, in form and substance reasonably satisfactory to the ABL Agent, comparing the Loan Parties’ actual cash receipts, disbursements and Inventory receipts on a line item basis for the immediately preceding month or week, as applicable, in the Cash Flow Forecast as compared to projected cash receipts, disbursements and Inventory receipts for such month or week, as applicable as set forth in the Cash Flow Forecast; and

(i) within 30 days after the end of each Fiscal Month of the Parent, a report describing the Loan Parties’ weekly sales, margin and inventory for the immediately preceding week, in form and substance reasonably satisfactory to the ABL Agent; provided that any any time Availability shall be less than or equal to the greater of (i) \$55,000,000 and (ii) 25% of the Loan Cap, such report shall be delivered on Wednesday of each week until Availability shall be greater than the greater of (i) \$55,000,000 and (ii) 25% of the Loan Cap for thirty (30) consecutive days consistent with the Weekly Reporting Template.

**6.03 Notices.** Promptly after any Responsible Officer of the Loan Parties has actual knowledge thereof, notify the Lender:

(a) of the occurrence of any Default or Event of Default;

(b) of any dispute, litigation, investigation, proceeding or suspension between any Loan Party or any Restricted Subsidiary thereof and any Governmental Authority (other than customary tax certiorari proceedings); or the commencement of, or any material development in, any litigation or proceeding affecting any Loan Party or any Restricted Subsidiary thereof, including pursuant to any applicable Environmental Laws, in each case, to the extent that such matter has resulted or would reasonably be expected to result in a Material Adverse Effect;

(c) of (i) a failure to make any required contribution to a Pension Plan, the creation of any Lien in favour of the FSRA, or a Pension Plan, or (ii) the occurrence of a Pension Plan Termination Event, which would reasonably be expected to result in a Material Adverse Effect;

(d) of any material change in accounting policies or financial reporting practices by any Loan Party or any Restricted Subsidiary thereof;

(e) of any change in the Borrower's chief executive officer or chief financial officer;

(f) of the discharge by any Loan Party of its present Registered Public Accounting Firm or any withdrawal or resignation by such Registered Public Accounting Firm;

(g) of the filing of any Lien for unpaid Taxes against any Loan Party, in each case, in excess of C\$5,000,000;

(h) of any casualty or other insured damage to any material portion of the Collateral or the commencement of any action or proceeding for the taking of any interest in a material portion of the Collateral under power of eminent domain or by condemnation or similar proceeding or if any material portion of the Collateral is damaged or destroyed;

(i) of any planned or actual Disposition of Equity Interests of any Loan Party (other than between Loan Parties) which would result (or has resulted) in a Change of Control with respect to such Loan Party;

(j) of any notice of default received by a Loan Party from a landlord under a lease or of any failure by any Loan Party to pay rent under a lease for any of the Loan Parties' distribution centres or warehouses in a location which, in each case, if terminated, could have a material adverse effect on the operation, business, properties or financial conditions of the Loan Parties, taken as a whole;

(k) of any failure by any Loan Party to pay rent at (i) any of the Loan Parties' distribution centers or warehouses, or (ii) ten percent (10%) or more of such Loan Party's Store locations if, in each case, such failure continues for more than ten (10) days following the day on which a Loan Party received notice of such failure and such failure would be reasonably likely to result in a Material Adverse Effect;

(l) the occurrence of an "event of default" (or equivalent term) as defined under any Material Debt Document;

(m) five (5) days prior to the closing of any Permitted Disposition pursuant to clause (h) or (o) of the definition thereof; and

(n) any default, breach or other violation by the Borrower or any Subsidiary or Affiliate thereof (including the RioCan JVCo) of any term or provision of any CF Lease.

Each notice pursuant to this Section shall be accompanied by a statement of a Responsible Officer of the Borrower setting forth details of the occurrence referred to therein and stating what action the Borrower has taken and proposes to take with respect thereto.

**6.04 Payment of Obligations.** Pay and discharge as the same shall become due and payable, all its obligations and liabilities (beyond any applicable grace or cure period), including (a) all tax liabilities, assessments and governmental charges or levies upon it or its properties or assets, and (b) all lawful claims (including, without limitation, claims of landlords, warehousemen, customs brokers, freight forwarders, consolidators, and carriers) which, if unpaid, would by Law become a Lien upon its property; except, in each case, where (a) the validity or amount thereof is being contested in good faith by appropriate proceedings, (b) such Loan Party has set aside on its books adequate reserves with respect thereto in accordance with GAAP, (c) such contest effectively suspends collection of the contested obligation and enforcement of any Lien securing such obligation, (d) no Lien has been filed with respect thereto and (e) the failure to make payment pending such contest could not reasonably be expected to result in a Material Adverse Effect. Each Loan Party shall also duly and timely collect all amounts on account of any sales or transfer taxes required by law to be collected by it, and shall duly and timely remit to the appropriate Governmental Authority any such amounts required by law to be remitted by it except, in each case, where (a) the validity or amount thereof is being contested in good faith by appropriate proceedings, (b) such Loan Party has set aside on its books adequate reserves with respect thereto in accordance with GAAP, (c) such contest effectively suspends collection of the contested obligation and enforcement of any Lien securing such obligation, (d) no Lien has been filed with respect thereto and (e) the failure to make payment pending such contest could not reasonably be expected to result in a Material Adverse Effect.

**6.05 Preservation of Existence, Etc.** (a) Preserve, renew and maintain in full force and effect its legal existence and good standing under the Laws of the jurisdiction of its organization or formation except in a transaction permitted by Section 7.04 or 7.05; (b) take all reasonable action to maintain all material rights, privileges, permits, licenses and franchises necessary or desirable in the normal conduct of its business, except to the extent that failure to do so could not reasonably be expected to have a Material Adverse Effect; and (c) preserve or renew all of its material Intellectual Property, except to the extent such Intellectual Property is no longer used or useful in the conduct of the business of the Loan Parties.

**6.06 Maintenance of Properties.** (a) Maintain, preserve and protect all of its material properties and equipment necessary in the operation of its business in good working order and condition, in all material respects, ordinary wear and tear excepted and casualty and condemnation excepted and in accordance with industry practices; and (b) make all necessary repairs thereto and renewals and replacements thereof in accordance with customary industry practice except where the failure to do so could not reasonably be expected to have a Material Adverse Effect.

#### **6.07 Maintenance of Insurance**

(a) Maintain with financially sound and reputable insurance companies approved by the ABL Agent that are not affiliates of the Loan Parties, insurance with respect to its properties and business against loss or damage of the kinds customarily insured against by Persons engaged in the same or similar business and operating in the same or similar locations or as is required by Law, of such types and in such amounts as are customarily carried under similar circumstances by such other Persons and as are approved by the ABL Agent or otherwise acceptable to the Lender, acting reasonably.

(b) Maintain for themselves and their Restricted Subsidiaries, a Directors and Officers insurance policy, and a “Blanket Crime” policy including employee dishonesty, forgery or alteration, theft, disappearance and destruction, robbery and safe burglary, property, and computer fraud coverage with responsible companies in such amounts as are customarily carried by business entities engaged in similar businesses similarly situated.

(c) Cause fire and extended coverage policies maintained with respect to any Collateral to be endorsed or otherwise amended to include (i) a lenders’ loss payable clause (regarding personal property), in form and substance satisfactory to the ABL Agent, which endorsements or amendments shall provide that the insurer shall pay all proceeds otherwise payable to the Loan Parties under the policies directly to the ABL Agent, (ii) a provision to the effect that none of the Loan Parties, Lender or any other Person shall be a co-insurer and (iii) such other provisions as the Lender may reasonably require from time to time to protect its interests.

(d) Cause commercial general liability policies to be endorsed to name the Lender as an additional insured.

(e) Cause business interruption policies to name the Lender as a loss payee and to be endorsed or amended to include (i) a provision that, from and after the Effective Date, the insurer shall pay all proceeds otherwise payable to the Loan Parties under the policies directly to the ABL Agent, (ii) a provision to the effect that none of the Loan Parties, the Lender or any other party shall be a co-insurer and (iii) such other provisions as the ABL Agent may reasonably require from time to time to protect its interests.

(f) Cause each such policy referred to in this Section 6.07 to also provide that it shall not be canceled, modified or not renewed (i) by reason of nonpayment of premium except upon not less than ten (10) days’ prior written notice thereof by the insurer to the Lender (giving the Lender the right to cure defaults in the payment of premiums) or (ii) for any other reason except upon not less than thirty (30) days’ prior written notice thereof by the insurer to the Lender.

(g) Deliver to the Lender, prior to the cancellation, modification or non-renewal of any such policy of insurance, a copy of a renewal or replacement policy (or other evidence of renewal of a policy previously delivered to the Lender, including an insurance binder) together with evidence satisfactory to the Lender of payment of the premium therefor.

(h) Permit any representatives that are designated by the Lender to inspect the insurance policies maintained by or on behalf of the Loan Parties and to inspect books and records related thereto and any properties covered thereby.

(i) Deliver to the Lender, a certificate of insurance showing the lender as loss payee and additional insured as its interest may appear containing the coverages provided for herein within 15 Business Days following the Effective Date.

Neither the Lender, its agents or its employees shall be liable for any loss or damage insured by the insurance policies required to be maintained under this Section 6.07. Each Loan Party shall look solely to its insurance companies or any other parties other than the Lender for the recovery of such loss or damage and such insurance companies shall have no rights of subrogation against the Lender or its agents or employees. If, however, the insurance policies do not provide waiver of subrogation rights against such parties, as required above, then the Loan Parties hereby agree, to the extent permitted by law, to waive their



right of recovery, if any, against the Lender and its agents and employees. The designation of any form, type or amount of insurance coverage by the Lender under this Section 6.07 shall in no event be deemed a representation, warranty or advice by the Lender that such insurance is adequate for the purposes of the business of the Loan Parties or the protection of their properties.

#### **6.08 Compliance with Laws; Compliance with Pension Plans**

(a) Comply in all material respects with the requirements of all Laws and all orders, writs, injunctions and decrees applicable to it or to its business or property, except in such instances in which (i) such requirement of Law or order, writ, injunction or decree is being contested in good faith by appropriate proceedings diligently conducted and with respect to which adequate reserves have been set aside and maintained by the Loan Parties in accordance with GAAP, (ii) such contest effectively suspends enforcement of the contested Laws, and (iii) the failure to comply therewith would not reasonably be expected to have a Material Adverse Effect.

(b) With respect to Loan Parties, cause each of its Pension Plans (other than any Pension Plan which is a “multi-employer pension plan”, as defined under the *Pension Benefits Act* (Ontario) or any similar type of plan subject to pension benefits standards legislation of another jurisdiction in Canada) to be duly registered and administered in all material respects in compliance with the *Pension Benefits Act* (Ontario) or other applicable pension benefits standards legislation and all other applicable laws (including regulations, orders and directives), and the terms of the Pension Plans and any agreements relating thereto. Each Loan Party shall ensure:

(i) that no Lien arises on any of its assets in respect of any Pension Plan (other than Liens in respect of employee contributions withheld from pay but not yet due to be remitted to any Pension Plan);

(ii) it makes all required contributions to any Pension Plan when due;

(iii) it takes all steps reasonably required by the Lender to ensure that the Lender has a perfected Lien on any and all reversionary rights of a Loan Party in and to any overfunded contribution amounts or surpluses in a Pension Plan; and

(c) Comply in all material respects with the requirements of all Economic Sanctions and Export Control Laws.

#### **6.09 Books and Records; Accountants.**

(a) Maintain proper books of record and account, in which full, true and correct entries in conformity in all material respects with GAAP, consistently applied shall be made of all financial transactions and matters involving the assets and business of the Loan Parties or such Restricted Subsidiary, as the case may be.

(b) at all times retain a Registered Public Accounting Firm of national recognized standing and which is approved by the ABL Agent or otherwise acceptable to the Lender, acting reasonably.

#### **6.10 Inspection Rights.**

Permit representatives and independent contractors of the Lender to visit and inspect any of its properties, to examine its corporate, financial and operating records, and make copies thereof or abstracts therefrom, and to discuss its affairs, finances and accounts with its directors, officers, and Registered Public Accounting Firm, all at the expense of the Lender and at such reasonable times during normal business hours one time each Fiscal Year, upon reasonable advance notice to the Borrower; provided, however, that when a Default or an Event of Default exists the Lender (or any of its representatives or independent contractors) may do any of the foregoing at the expense of the Loan Parties at any time during normal business hours and without advance notice. Unless an Event of Default has occurred and is continuing, the Borrower shall have the right to have a representative at any and all inspections conducted at the Borrower's headquarters

#### **6.11 Additional Loan Parties; Additional Collateral.**

(a) Notify the Lender at the time that any Person becomes, after the Effective Date, a Restricted Subsidiary of the Parent (including any Excluded Subsidiary which no longer qualifies as an Excluded Subsidiary and any Person which is required to become either a borrower or a guarantor under the ABL Agreement or the Term Loan Credit Agreement), and promptly thereafter (and in any event within ninety (90) days or such longer period as the Lender may agree in its discretion), cause any such Person which is not an Excluded Subsidiary to (i) become a Loan Party by executing and delivering to the Lender a Joinder Agreement or such other documents as the Lender shall deem appropriate for such purpose and (ii) grant a Lien to the Lender on such Person's assets to secure the Obligations in order that such Person shall be a Loan Party (together with such supporting documents and opinions as are consistent with the deliveries made in respect of existing Loan Parties). In no event shall compliance with this Section 6.11 waive or be deemed a waiver or consent to any transaction giving rise to the need to comply with this Section 6.11 if such transaction was not otherwise expressly permitted by this Agreement or constitute or be deemed to constitute, with respect to any Restricted Subsidiary, an approval of such Person as a Guarantor.

(b) In no event shall compliance with this Section 6.11 waive or be deemed a waiver or consent to any transaction giving rise to the need to comply with this Section 6.11 if such transaction was not otherwise expressly permitted by this Agreement or constitute or be deemed to constitute, with respect to any Restricted Subsidiary, an approval of such Person as a Guarantor hereunder.

(c) In no event shall any Unrestricted Subsidiary under clause (a) of the definition thereof (other than RioCan Joint Venture and the respective Subsidiaries of each of the foregoing) own or hold total assets or annual revenue in an amount in excess of 1.00% of the consolidated assets or annual revenues of the Parent and its Restricted Subsidiaries as of the last day of the most recently completed fiscal quarter, in each case determined in accordance with GAAP or IFRS, as applicable.

(d) The Borrower shall diligently and continuously pursue the consent of Neo Financial Technologies Inc. and its joint venture partner in the RioCan JV to the Neo Pledge and RioCan Pledge respectively after the Effective Date for a period of sixty (60) days following the Effective Date using commercially reasonable best efforts and shall keep the Lender advised of the status thereof including by way of sharing a copy of the correspondence relating thereto with the Lender. Upon receipt of any such consent, release from escrow of the Pledge Agreements shall be accompanied by delivery to the Lender of such supporting documents and opinions as are consistent with the deliveries made on the Effective Date.

## **6.12 Mortgages.**

(a) On or before January 24, 2025, the Loan Parties shall grant (i) mortgages/hypothecs for each Phase 1A leasehold, Phase 2 leasehold and the Store 1575, in each case, identified on Schedule 6.12 and cause such mortgages/hypothecs to be registered against said leasehold interest; and (ii) equitable mortgages for each Phase 1B leasehold identified on Schedule 6.12 and identified with a green line under the heading “Status”, in each case, which are the same leasehold interests in respect of which the ABL Agent has been or is being granted a mortgage/hypothec or equitable mortgage, as applicable, together with such supporting documents and opinions as are consistent with the deliveries made to the ABL Agent in respect of the same leasehold interests. Each such mortgage/hypothec shall be in substantially the same form as that delivered to the ABL Agent.

(b) The Loan Parties shall grant: (i) equitable mortgages for each Phase 1B leasehold which is **not** identified with a green line under the heading “Status”; and (ii) mortgages for each Phase 3 leasehold identified on Schedule 6.12 following the date on which the applicable landlord has consented to such equitable mortgage or mortgage/hypothec or a tri-party agreement is entered into.

(c) The Loan Parties shall use commercially reasonable best efforts following the Effective Date to obtain all required consents or agreements from the applicable landlord as soon as reasonably possible for a period of sixty (60) days following the Effective Date and keep the Lender advised of the status thereof (including by way of sharing copies to the Lender or its counsel of correspondence relating thereto).

(d) Upon receipt any such consent or agreement, the Loan Parties shall execute and deliver such equitable mortgage or, in the case of the mortgages/hypothecs execute, deliver and cause such mortgage/hypothec to be registered, as applicable, within fifteen (15) Business Days following such receipt and deliver to the Lender such supporting documents and opinions as are consistent with the deliveries made to the ABL Agent in respect of the same leasehold interests. Each such mortgage shall be in substantially the same form as that delivered to the ABL Agent.

(e) For greater certainty, in the case of each Phase 1B leasehold identified on Schedule 6.12 which is located in the Province of Quebec and highlighted in yellow in the column titled “Shopping Centre”, following the grant of the equitable leasehold mortgage and entering into of any tri-party agreement required by the underlying real property lease, the Lender may require such equitable mortgage to be delivered/released from escrow and upon Notice to the Loan Parties such equitable mortgage shall automatically be released.

## **6.13 Information Regarding the Collateral.**

(a) Furnish to the Lender at least ten (10) days (or within such other period as may be agreed to by the Lender) prior written notice of any change in: (i) any Loan Party’s name or in any trade name used to identify it in the conduct of its business or in the ownership of its properties; (ii) the location of any Loan Party’s chief executive office, its principal place of business, domicile (within the meaning of the *Civil Code of Quebec*), any office in which it maintains books or records relating to Collateral, or any office or facility at which Collateral in excess of C\$5,000,000 owned by it is located (including the establishment of any such new office or facility); provided, that any Loan Party may change its corporate offices or warehouses or locations at which Collateral is held or stored, or the location of its records concerning the Collateral, to any other location in a province or territory of Canada in which it had such a location as of the Effective Date (with prior notice of such change to the Lender); and (iii) any Loan

Party's type of organization or jurisdiction of incorporation or formation. The Loan Parties shall not effect or permit any change referred to in the preceding sentence unless all filings have been made under the PPSA or otherwise that are required in order for the Lender to continue at all times following such change to have a valid, legal and perfected security interest in all the Collateral.

(b) Should any of the information on any of the Schedules hereto become inaccurate or misleading in any material respect as a result of changes after the Effective Date, advise the Lender in writing of such revisions or updates as may be necessary or appropriate to update or correct the same. From time to time as may be reasonably requested by the Lender, the Borrower shall supplement each Schedule hereto, or any representation herein or in any other Loan Document, with respect to any matter arising after the Effective Date that, if existing or occurring on the Effective Date, would have been required to be set forth or described in such Schedule or as an exception to such representation or that is necessary to correct any information in such Schedule or representation which has been rendered inaccurate thereby (except to the extent such information was only required as of the Effective Date) (and, in the case of any supplements to any Schedule, such Schedule shall be appropriately marked to show the changes made therein). Notwithstanding the foregoing, no supplement or revision to any Schedule or representation shall be deemed the Lender's consent to the matters reflected in such updated Schedules or revised representations nor permit the Loan Parties to undertake any actions otherwise prohibited hereunder or fail to undertake any action required hereunder from the restrictions and requirements in existence prior to the delivery of such updated Schedules or such revision of a representation; nor shall any such supplement or revision to any Schedule or representation be deemed the Lender's waiver of any Default or Event of Default resulting from the matters disclosed therein.

#### **6.14 [Reserved].**

#### **6.15 Environmental Laws.**

(a) Conduct its operations and keep and maintain its Real Estate in material compliance with all Environmental Laws;

(b) obtain and renew all material environmental permits necessary for its operations and properties; and

(c) implement any and all investigation, remediation, removal and response actions that are appropriate or necessary to maintain the value and marketability of the Real Estate or to otherwise comply with Environmental Laws pertaining to the presence, generation, treatment, storage, use, disposal, transportation or release of any Hazardous Materials on, at, in, under, above, to, from or about any of its Real Estate, provided, however, that neither a Loan Party nor any of its Restricted Subsidiaries shall be required to undertake any such clean-up, removal, remedial or other action to the extent that its obligation to do so is being contested in good faith and by proper proceedings and adequate reserves have been set aside and are being maintained by the Loan Parties with respect to such circumstances in accordance with GAAP or IFRS, as applicable.

#### **6.16 Further Assurances.**

(a) Execute any and all further documents, financing statements, agreements and instruments, and take all such further actions (including the filing and recording of financing statements and other documents), that may be required under any Law, or which the Lender may reasonably request, to effectuate the transactions contemplated by the Loan Documents or to grant, preserve, protect or perfect

the Liens created or intended to be created by the Security Documents or the validity or priority of any such Lien, all at the expense of the Loan Parties; provided however, that such documentation shall not increase the duties, liabilities or obligations of any Loan Party hereunder or reduce the rights of any Loan Party hereunder. The Loan Parties also agree to provide to the Lender, from time to time upon request, evidence satisfactory to the Lender as to the perfection and priority of the Liens created or intended to be created by the Security Documents.

(b) If any material assets of the type that is Collateral, are acquired by any Loan Party after the Effective Date (other than assets constituting Collateral under the Security Documents that become subject to the perfected Lien under the Security Documents upon acquisition thereof), notify the Lender thereof, and the applicable Loan Parties will cause such assets to be subjected to a Lien securing the Obligations and will take such actions as shall be necessary or shall be requested by the Lender to grant and perfect such Liens, including actions described in paragraph (a) and (c) of this Section 6.16, all at the expense of the applicable Loan Parties. In no event shall compliance with this Section 6.16(b) waive or be deemed a waiver or consent to any transaction giving rise to the need to comply with this Section 6.16(b) if such transaction was not otherwise expressly permitted by this Agreement or constitute or be deemed to constitute consent to the inclusion of any acquired assets in the computation of the Borrowing Base.

**6.17 [Reserved].**

**6.18 Material Debt Documents.**

Deliver copies of each amendment, modification or supplement (or waiver) entered into in connection with any Material Debt Document to the Lender as soon as practicable and in any event within two (2) Business Days after such document is executed and delivered.

**6.19 Most Favoured Nation.**

If, following the Effective Date, the ABL Credit Agreement is amended, amended and restated, supplemented or otherwise modified, or is replaced by a replacement credit facility, and in any such case, the definitive documentation in respect thereof amends any of the provisions thereof which are substantially replicated in this Agreement in a manner which is more restrictive on the Borrower or its Affiliate or more favourable to the lenders thereunder, or adds a new provision to such agreements that is favourable to the lenders thereunder that is not included in this Agreement (in each case, other than any term or provision which is specific to the Collateral arrangements under such agreements which are of relevance only to the ABL Lenders), then such provision shall be deemed to be incorporated by reference into this Agreement, without the need for any further notice to or approval or agreement by the parties. The Borrower agrees to provide prompt notice to the Lender of the entering into of any such amendment, amendment or restatement, supplement or other agreement giving rise to any such amendment to this Agreement, and upon request of the Lender, to enter into any amending agreement reasonably required by the Lender with respect of this Agreement in order to reflect herein any such provisions amended therein. For certainty, the provisions of this Section shall not apply to interest rates, amortization and payment terms and similar economic terms.

## **6.20 Monetization Efforts.**

The Borrowers shall cooperate, in good faith, with the Lender to provide updates and information reasonably requested (subject to any confidentiality restrictions) regarding the asset monetization efforts of the Loan Parties and their Subsidiaries, including updates of progress toward asset monetization efforts.

**6.21 Specified Distribution Requirements.** Cause (a) ordinary course distributions from the RioCan JVCo to be made in manner consistent with past practices and (b) for the proceeds of such distributions, allocable to the Loan Parties' and their Subsidiaries' (including any Excluded Subsidiaries') collective interest in the RioCan JVCo to be distributed to the Loan Parties.

## **ARTICLE VII NEGATIVE COVENANTS**

So long as any Loan or other Obligation hereunder shall remain unpaid or unsatisfied (other than contingent indemnification claims for which a claim has not been asserted), no Loan Party shall, nor shall it permit any Restricted Subsidiary, or solely with respect to Sections 7.01, 7.03, 7.05 and 7.10 below any Pledgor Unrestricted Subsidiary to, directly or indirectly:

**7.01 Liens.** Create, incur, assume or suffer to exist any Lien upon any of its property, assets or revenues, whether now owned or hereafter acquired or sign or file or suffer to exist under the PPSA or any similar Law or statute of any jurisdiction a financing statement or registration that names any Loan Party or any Restricted Subsidiary thereof, or any Pledgor Unrestricted Subsidiary as debtor; sign or suffer to exist any security agreement authorizing any Person thereunder to file such financing statement or registration; or collaterally assign or otherwise transfer as collateral security any accounts or other rights to receive income, other than, as to all of the above, Permitted Encumbrances.

**7.02 Investments.** Make any Investments, except Permitted Investments.

### **7.03 Indebtedness; Disqualified Stock; Equity Issuances**

(a) Create, incur, assume, guarantee, suffer to exist or otherwise become or remain liable with respect to, any Indebtedness, except Permitted Indebtedness; or (b) issue Disqualified Stock.

**7.04 Fundamental Changes.** Merge, dissolve, wind up into, liquidate, amalgamate, consolidate with or into another Person, (or agree to do any of the foregoing), except that so long as no Default or Event of Default shall have occurred and be continuing prior to or immediately after giving effect to any action described below or would result therefrom:

(a) any Restricted Subsidiary which is not a Loan Party may merge or amalgamate with or dissolve into (i) a Loan Party, provided that the Loan Party shall be the continuing or surviving Person, or (ii) any one or more other Restricted Subsidiaries which are not Loan Parties, provided that when any wholly-owned Restricted Subsidiary is merging or amalgamating with another Restricted Subsidiary, the wholly-owned Restricted Subsidiary shall be the continuing or surviving Person;

(b) any Restricted Subsidiary which is a Loan Party may merge or amalgamate or dissolve into any Restricted Subsidiary which is a Loan Party or into the Borrower, provided that in any merger, amalgamation or dissolution involving the Borrower, the Borrower shall be the continuing or surviving Person; and

(c) in connection with a Permitted Acquisition, any Restricted Subsidiary of a Loan Party may merge or amalgamate with or into or consolidate with any other Person or permit any other Person to merge or amalgamate with or into or consolidate with it; provided that (i) the Person surviving such merger or amalgamation shall be a wholly-owned Restricted Subsidiary of a Loan Party and such Person shall become a Loan Party to the extent required in accordance with the provisions of Section 6.11 hereof, and (ii) in the case of any such merger or amalgamation to which any Loan Party is a party, such Loan Party is the surviving Person.

**7.05 Dispositions.** Make any Disposition except Permitted Dispositions. Notwithstanding anything in this Section 7.05 to the contrary, no Disposition shall be permitted if after giving effect to any Disposition, any Default or Event of Default shall exist or result therefrom.

**7.06 Restricted Payments.** Declare or make, directly or indirectly, any Restricted Payment, or incur any obligation (contingent or otherwise) to do so, except that each of the following shall be permitted so long as no Default or Event of Default shall have occurred and be continuing prior, or immediately after giving effect, to the following, or would result therefrom provided that, except as permitted pursuant to clause (e) below, no Restricted Payment shall be made by any Loan Party to any Unrestricted Subsidiary:

(a) each Subsidiary may make Restricted Payments to any Loan Party;

(b) each Loan Party may make Restricted Payments to any other Loan Party;

(c) the Loan Parties and each Restricted Subsidiary may declare and make dividend payments or other distributions payable solely in the common stock or other Equity Interests of such Person;

(d) the Borrower or Canadian Holdco2 may purchase, redeem or otherwise acquire Equity Interests issued by them in the ordinary course of business and/or may declare or pay cash dividends to the holders of their Equity Interests in the ordinary course of business, in an aggregate amount not to exceed C\$4,125,000 in any twelve month period; provided that: (a) no Default or Event of Default exists or would arise as a result of such Restricted Payment and (b) immediately after giving pro forma effect to such Restricted Payment, Availability shall be greater than fifteen percent (15%) of the Loan Cap;

(e) if the RP Conditions are satisfied, the Borrower or Canadian Holdco2 may purchase, redeem or otherwise acquire Equity Interests issued by it and/or may declare or pay cash dividends to the holders of its Equity Interests or repurchase, redeem, or otherwise acquire Equity Interests in an amount not to exceed \$4,250,000 per fiscal year;

(f) the Restricted Subsidiaries of the Borrower or Canadian Holdco2 may make a Restricted Payment with amounts received from an Excluded Subsidiary (i) to any Person entitled to receive such amounts that are funded solely from the proceeds of ordinary course distributions received directly or indirectly from RioCan JVCo, and (ii) to any other Restricted Subsidiary and to a Borrower to repay the Term Loan Debt and the Obligations as set forth in Section 2.05(i)

hereof, in each case funded with (x) proceeds of Indebtedness incurred by an Excluded Subsidiary under a financing arrangement permitted under clause (j) of "Permitted Indebtedness" or (y) proceeds of dividends and distributions received directly or indirectly from RioCan JVCo, any Pledgor Unrestricted Subsidiary or any other Excluded Subsidiary as a result of a Permitted Disposition under clause (h) or (o) of the definition thereof;

(g) [reserved];

(h) each Subsidiary and each Loan Party may make Restricted Payments to the Parent or any holding company thereof in order to pay taxes required to be paid to any taxing authority by such Loan Party or such Subsidiary or the direct or indirect holders of its Equity Interests as contemplated in the definition of "Net Proceeds" from the proceeds of any transaction giving rise to such Net Proceeds; and

(i) cash distributions by the Borrower and/or any Restricted Subsidiary to allow HBSFA Holdings Ltd. to pay any Canadian income taxes attributable to income, operations or activities of the Borrower and/or its Subsidiaries;

Notwithstanding the foregoing, no Restricted Payments shall be made in the first fiscal year occurring after the Effective Date other than pursuant to clauses (a), (b) and (h).

**7.07 Prepayments of Indebtedness.** Prepay, redeem, purchase, defease or otherwise satisfy prior to the scheduled maturity thereof in any manner any Indebtedness, or make any payment in violation of any subordination terms of any Subordinated Indebtedness, except (a) as long as no Default or Event of Default then exists, regularly scheduled or mandatory repayments, repurchases, redemptions or defeasances of (A) Permitted Indebtedness (other than Material Indebtedness, Subordinated Indebtedness and the Term Loan Debt) and (B) Subordinated Indebtedness in accordance with the subordination terms thereof (b) mandatory repayments, repurchases, redemptions or defeasances of (i) the obligations under the ABL Credit Agreement in accordance with the ABL Credit Agreement and (ii) the Term Loan Debt (y) on the maturity date of the Term Loan Debt and (z) in accordance with the Term Loan Credit Agreement, as applicable (as in effect on the Effective Date or as thereafter modified in accordance with the Junior/Senior Intercreditor Agreement and this Agreement), (c) voluntary prepayments, repurchases, redemptions or defeasances of (i) Indebtedness pursuant to clause (p) of the definition of "Permitted Indebtedness", so long as the RP Conditions are satisfied at the time of and immediately after giving effect to such prepayment, (ii) Indebtedness of any Loan Party to another Loan Party in accordance with the terms of this Agreement, (iii) Indebtedness under the ABL Credit Agreement, (iv) Indebtedness under the Term Loan Credit Agreement subject to the Prepayment Conditions, (v) Indebtedness of an Immaterial Subsidiary under clause (m) of the definition of "Permitted Indebtedness" may be repaid to a Loan Party or to any other Immaterial Subsidiary so long as such payment is ultimately transferred to a Loan Party, and (vi) Material Indebtedness subject to the Prepayment Conditions, and (d) Permitted Refinancings of any such Indebtedness. Notwithstanding the foregoing, the Loan Parties shall not make any payments (on account of principal, interest, fees or otherwise) on any Indebtedness owing to any Affiliates which are not Loan Parties or Subsidiaries of Loan Parties.

**7.08 Change in Nature of Business.** Engage in any line of business substantially different from those lines of business conducted by the Loan Parties and their Restricted Subsidiaries on the Effective Date or any business reasonably related, complimentary or incidental thereto (it being understood that the ownership of Equity Interests in any real estate investment trust and property development activities shall be deemed to be a related business).



**7.09 Transactions with Affiliates.** Enter into, renew, extend or be a party to any transaction of any kind with any Affiliate of any Loan Party, whether or not in the ordinary course of business, other than on fair and reasonable terms substantially as favourable to the Loan Parties or such Restricted Subsidiary as would be obtainable by the Loan Parties or such Restricted Subsidiary at the time in a comparable arm's length transaction with a Person other than an Affiliate, provided that the foregoing restriction shall not apply to (a) a transaction between or among the Loan Parties, or a transaction permitted by Section 7.04, (b) transactions described on Schedule 7.09 hereto, (c) advances or reimbursements for commissions, travel and other similar purposes in the ordinary course of business to directors, officers and employees, (d) the payment of reasonable fees and out-of-pocket costs to directors, and compensation, bonuses, employee benefit arrangements and stock option plans paid to, and indemnities provided for the benefit of, directors, officers or employees of the Parent or any of its Restricted Subsidiaries; (e) aircraft use benefits provided to senior executives for personal use to be reimbursed at cost, (f) as long as no Change of Control results therefrom, any issuances of securities of any Loan Party (other than Disqualified Stock) or other payments, awards or grants in cash, securities or otherwise pursuant to, or the funding of, employment agreements, stock options and stock ownership or equity incentive plans of the Parent or any of its Restricted Subsidiaries, (g) as long as no Default or Event of Default then exists or would arise therefrom, and clause (h) of the definition of "Permitted Disposition" is otherwise complied with, a RE Sale-Leaseback and the performance of its obligations thereunder, (h) Restricted Payments permitted pursuant to Section 7.06, (i) Investments permitted pursuant to clauses (g), (h), (m), (p) and (x) of the definition of "Permitted Investments", (j) Indebtedness permitted pursuant to clauses (b), (m), (q), (s) and (y) of the definition of "Permitted Indebtedness", (k) Dispositions permitted pursuant to clauses (f) and (g) of the definition of "Permitted Dispositions" and (l) payment of management fees of up to C\$1,000,000 in the aggregate per annum and reimbursement of reasonable expenses of up to C\$1,000,000 in the aggregate per annum incurred for the sole benefit of one or more of the Loan Parties.

**7.10 Burdensome Agreements.** Enter into or permit to exist any Contractual Obligation (other than (x) this Agreement or any of the other Loan Documents (y) the ABL Loan Documents or (z) the Term Loan Documents) that (a) limits the ability (i) of any Restricted Subsidiary or any Pledgor Unrestricted Subsidiary to make Restricted Payments or other distributions to any Loan Party or to otherwise transfer property to or invest in a Loan Party, (ii) of any Restricted Subsidiary to Guarantee the Obligations, (iii) of any Restricted Subsidiary or any Pledgor Unrestricted Subsidiary to make or repay loans to a Loan Party, or (iv) of the Loan Parties, any Restricted Subsidiary or any Pledgor Unrestricted Subsidiary to create, incur, assume or suffer to exist Liens on property of such Person in favour of the Lender except to the extent such Contractual Obligation exists, as of the Effective Date, pursuant to the Organization Documents of such Loan Party, Restricted Subsidiary or Pledgor Unrestricted Subsidiary and such Loan Party, Restricted Subsidiary or Pledgor Unrestricted Subsidiary has received the required consent under such Organization Documents to grant a Lien in favour of the Agent or such restriction is otherwise set forth on Schedule 7.10; provided, however, that this clause (iv) shall not prohibit any negative pledge incurred or provided in favour of any holder of Indebtedness permitted under clause (c) of the definition of "Permitted Indebtedness" solely to the extent any such negative pledge relates to the property financed by or the subject of such Indebtedness; or (b) requires the grant of a Lien to secure an obligation of such Person if a Lien is granted to secure another obligation of such Person; provided that the Term Loan Debt shall not restrict the Indebtedness, Guarantees and security contemplated by this Agreement and the other Loan Documents.

**7.11 [Reserved.]**

## **7.12 Amendment of Material Documents.**

(a) Change or amend the terms of any Subordinated Indebtedness (or any indenture or agreement in connection therewith) if the effect of such amendment is to: (i) increase the interest rate on such Subordinated Indebtedness; (ii) change the dates upon which payments of principal or interest are due on such Subordinated Indebtedness other than to extend such dates; (iii) change any default or event of default other than to delete or make less restrictive any default provision therein, or add any covenant with respect to such Subordinated Indebtedness; (iv) change the redemption or prepayment provisions of such Subordinated Indebtedness other than to extend the dates therefor or to reduce the premiums payable in connection therewith; (v) grant any security or collateral to secure payment of such Subordinated Indebtedness; or (vi) change or amend any other term if such change or amendment would materially increase the obligations of the Loan Parties thereunder or confer additional material rights on the holder of such Subordinated Indebtedness in a manner adverse to any Loan Party, or the Lender, in each case, without the prior consent of the Lender.

(b) Amend, modify or waive any of a Loan Party's rights under (or, in the case of (clause (c) or (d) below, agree or consent to amend, modify or waive any of the terms of) (a) its Organization Documents in a manner materially adverse to the Lender, (b) any Material Contract or any instrument, document or agreement relating to Material Indebtedness (other than on account of any Permitted Refinancing thereof or Subordinated Indebtedness which is provided for in clause (a) of this Section and other than the ABL Loan Documents and the Term Loan Documents), in each case, to the extent that such amendment, modification or waiver would result in an Event of Default under any of the Loan Documents, would be materially adverse to the Lender, or otherwise would be reasonably likely to have a Material Adverse Effect, (c) the ABL Credit Agreement to the extent that such amendment, modification or waiver is prohibited under the Junior/Senior Intercreditor Agreement or this Agreement or (d) the Term Loan Credit Agreement to the extent that such amendment, modification or waiver is prohibited under the Junior/Senior Intercreditor Agreement or this Agreement.

**7.13 Fiscal Year.** Change the Fiscal Year of any Loan Party, or the accounting policies or reporting practices of the Loan Parties, except as required by GAAP.

**7.14 No Specified CF Lease Closures..** Cease to continuously operate a Store located on premises subject to a Specified CF Lease in accordance with the requirements of such Specified CF Lease.

**7.15 Financial Covenant.** At any time permit Availability to be less than the greater of (x) 10% of the Loan Cap and (y) C\$32,500,000 provided, that in the event no Revolving Loans are outstanding, Availability shall be calculated as the result of (x) the Revolving Loan Cap, minus (y) the Total Revolving Outstandings, plus (z) Qualified Cash.

**7.16 Inactive Subsidiaries.** Notwithstanding any other term or provision in this Agreement or any other Loan Document, no Inactive Subsidiary shall (i) engage in any trade or business, (ii) own any assets (other than its name) or (iii) create, incur, assume or permit to exist any Indebtedness.

**7.17 Immaterial Subsidiaries Covenant Baskets.** Notwithstanding any term or provision in this Agreement, (i) Investments in Immaterial Subsidiaries including Permitted Acquisitions, (ii) intercompany loans and advances made to any Immaterial Subsidiary pursuant to clause (b) of the definition of "Permitted Indebtedness", (iii) Guarantees by any Loan Party of any Permitted Indebtedness in favour of any Immaterial Subsidiary, (iv) sales, transfers, conveyances, assignments or other dispositions of the properties or assets of any Loan Party to any Immaterial Subsidiary made pursuant to clause (n) of the

definition of “Permitted Disposition”, and (v) Restricted Payments made by any Loan Party to any Immaterial Subsidiary shall not, collectively, exceed C\$5,000,000 in the aggregate at any time outstanding (after taking into account any contemporaneous distribution or payment by Immaterial Subsidiaries to Loan Parties at the time of any such transaction); provided, that for purposes of any determination made with respect to this Section 7.17, the amount of Indebtedness outstanding from any Immaterial Subsidiary pursuant to clause (b) of the definition of “Permitted Indebtedness” shall be the amount of such Indebtedness outstanding at such time of determination.

#### **7.18 Pensions and Benefit Plans.**

No Loan Party shall (i) permit any Pension Plan Unfunded Liability to exist other than in accordance with applicable Laws, and other than where same could not reasonably be expected to have a Material Adverse Effect, (ii) terminate or wind-up a defined benefit Pension Plan unless (A) there are no Pension Plan Unfunded Liabilities in respect of or resulting from such termination or wind-up, or (B) upon such termination or wind-up, the Loan Parties would be able to meet the Payment Conditions on a pro form basis assuming payment of all of the Pension Plan Unfunded Liabilities in respect of or resulting from such termination or wind-up on the date of such termination or wind-up as if the payment were made under Section 7.07(b)(i).

#### **7.19 Hazardous Materials.**

No Loan Party shall cause or permit a Release of any Hazardous Material on, at, in, under, above, to or from any of the Real Estate where such Release would (a) violate in any respect, or form the basis for any Environmental Liabilities under, any Environmental Laws, or (b) otherwise adversely impact the value or marketability of any of the Real Estate or any of the Collateral, other than such violations or Environmental Liabilities that could not reasonably be expected to have a Material Adverse Effect.

#### **7.20 Sale Leasebacks.**

No Loan Party shall enter into any arrangement, directly or indirectly, whereby it shall sell or transfer any property, real or personal, used or useful in its business, whether now owned or hereafter acquired, and thereafter rent or lease such property or other property that it intends to use for substantially the same purpose or purposes as the property sold or transferred (a “Sale and Leaseback Transaction”); provided that (a) a RE Sale-Leaseback shall be permitted to the extent permitted by clause (h) of the definition of “Permitted Disposition” and (b) a Sale and Leaseback Transaction shall be permitted so long as (i) no Default or Event of Default has occurred and is continuing or would result after giving effect to any such Sale and Leaseback Transaction, (ii) if such Sale and Leaseback Transaction relates to personal property, it (A) is made for cash consideration in an amount not less than the fair value of such property, and (B) is pursuant to a lease on market terms, and (iii) if such Sale and Leaseback Transaction relates to real property, (A) it is on reasonable terms and will not adversely affect the business or operations of any Loan Party, and (B) the Lender is provided with the reasonable details of such proposed Sale and Leaseback Transaction in advance thereof, along with any agreement, document or other information relating thereto as the Lender may request, acting reasonably.

### **ARTICLE VIII EVENTS OF DEFAULT AND REMEDIES**

**8.01 Events of Default.** Any of the following shall constitute an Event of Default:

(a) Non-Payment. The Borrower or any other Loan Party fails to pay when and as required to be paid, (i) any amount of principal of the Loan, or (ii) any interest, fee or other amount payable hereunder, which failure continues for five (5) days; or

(b) Specific Covenants. (i) Any Loan Party fails to perform or observe any term, covenant or agreement contained in any of Sections 6.02(a), 6.02(b), 6.02(d), 6.02(g), 6.03(a), 6.05(a), 6.07 (but only with respect to fire and extended coverage policies maintained with respect to the Collateral), 6.10, 6.11, 6.12(a), 6.12(b), 6.12(d), 6.13, 6.14, or Article VII; or

(c) Limited Grace. Any Loan Party fails to perform or observe any term, covenant or agreement contained in (i) Section 6.01 and such failure continues for ten (10) Business Days or (ii) Section 6.21 and such failure continues for fifteen (15) Business Days, solely with respect to this clause (ii), from the date the Lender provided written notice of such failure to the Borrower; or

(d) Other Defaults. Any Loan Party fails to perform or observe any other covenant or agreement (not specified in subsection (a), (b) or (c) above) contained in any Loan Document or any Lease Document on its part to be performed or observed and such failure continues for 30 days; or

(e) Representations and Warranties. Any representation, warranty, certification or statement of fact made or deemed made by or on behalf of any Loan Party herein, in any other Loan Document or any Lease Document, or in any document delivered in connection herewith or therewith by the Borrower or any other Loan Party shall be false or misleading in any material respect (or in the case of any representation and warranty qualified by materiality, in any respect) when made or deemed made; or

(f) Cross-Default. Any Loan Party, any Restricted Subsidiary thereof (other than a Restricted Subsidiary that is an Excluded Subsidiary) or any Pledgor Unrestricted Subsidiary (A) fails to make any payment when due (whether by scheduled maturity, required prepayment, acceleration, demand, or otherwise but after giving effect to any applicable grace period) in respect of any Material Indebtedness, or (B) fails to observe or perform any other agreement or condition relating to any such Material Indebtedness or contained in any instrument or agreement evidencing, securing or relating thereto (in each case, after giving effect to any applicable grace period), or any other event occurs, the effect of which default or other event is to cause, or to permit the holder or holders of such Material Indebtedness or the beneficiary or beneficiaries of any Guarantee thereof (or a trustee or agent on behalf of such holder or holders or beneficiary or beneficiaries) to cause, with the giving of notice if required, such Indebtedness to be demanded or to become due or to be repurchased, prepaid, defeased or redeemed in full (automatically or otherwise), or an offer to repurchase, prepay, defease or redeem such Indebtedness to be made, prior to its stated maturity or such Guarantee to become payable or cash collateral in respect thereof to be demanded; or

(g) Insolvency Proceedings, Etc. Any Loan Party, any Restricted Subsidiary thereof (other than a Restricted Subsidiary that is an Excluded Subsidiary) or any Pledgor Unrestricted Subsidiary institutes or consents to the institution of any proceeding under any Debtor Relief Law, or makes an assignment for the benefit of creditors; or applies for or consents to the appointment of any receiver, interim receiver, receiver and manager, monitor, trustee, custodian, conservator, liquidator, rehabilitator or similar officer for it or for all or any material part of its property; or a proceeding shall be commenced or a petition filed, without the application or consent of such Person, seeking or requesting the appointment of any receiver, interim receiver, receiver and manager, monitor, trustee, custodian, conservator, examiner, liquidator, rehabilitator or similar officer is appointed and the appointment continues undischarged, undismissed or unstayed for 60 calendar days or any proceeding under any Debtor Relief Law relating to

any such Person or to all or any material part of its property is instituted without the consent of such Person and continues undismissed or unstayed for 60 calendar days, or an order for relief is entered in any such proceeding; or

(h) Inability to Pay Debts; Attachment. (i) Any Loan Party, any Restricted Subsidiary thereof (other than a Restricted Subsidiary that is an Excluded Subsidiary) or any Pledgor Unrestricted Subsidiary becomes unable or admits in writing its inability or fails generally to pay its debts as they become due in the ordinary course of business, or (ii) any writ or warrant of attachment or execution or similar process is issued or levied against all or any material part of the property of any such Person and is not released, vacated or fully bonded within 10 days after its issuance or levy; or

(i) Judgments. There is entered against any Loan Party, any Restricted Subsidiary thereof (other than a Restricted Subsidiary that is an Excluded Subsidiary) or any Pledgor Unrestricted Subsidiary (i) in the case of any judgment or order for the payment of money relating to or arising out of Dutch leases and/or related lease guarantees entered into by Parent, any Restricted Subsidiary thereof (other than a Restricted Subsidiary that is an Excluded Subsidiary) or any Pledgor Unrestricted Subsidiary one or more judgments or orders for the payment of money in an aggregate amount (as to all such judgments and orders) exceeding C\$5,000,000 (to the extent not covered by independent third-party insurance as to which the insurer does not dispute coverage), (ii) in the case of any of any judgments or order for the payment of money not described in preceding clause (i), one or more judgments or orders for the payment of money in an aggregate amount (as to all such judgments and orders) exceeding C\$20,000,000 (to the extent not covered by independent third-party insurance as to which the insurer does not dispute coverage), or (iii) any one or more non-monetary judgments that have, or could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect (each of the proceeding clauses (i) through (iii) individually, a “Qualifying Judgment”) and, in each case, (A) enforcement proceedings are commenced in the United States or Canada against assets of any Loan Party by any creditor or creditors upon such Qualifying Judgment, or (B) other than a Qualifying Judgment arising out of Dutch leases and/or related lease guarantees entered into by Parent, any Restricted Subsidiary thereof (other than a Restricted Subsidiary that is an Excluded Subsidiary) or any Pledgor Unrestricted Subsidiary, there is a period of thirty (30) consecutive days during which (1) a stay of enforcement of such Qualifying Judgment, by reason of a pending appeal or otherwise, is not in effect, or (2) the same is not discharged, satisfied or vacated; or

(j) [Reserved].

(k) Pension Plan. Any event or condition shall occur or exist with respect to a Pension Plan that would reasonably be expected to subject any Loan Party to any tax, penalty or other liabilities under the *Pension Benefits Act* (Ontario) or any other applicable pension benefits standards legislation or other applicable Laws, or if a Loan Party is in default with respect to required payments to a Pension Plan or any Lien arises on the assets of a Loan Party (save for contribution amounts not yet due) in connection with any Pension Plan or if a Pension Plan is partially or fully terminated or a trustee or other similar official is appointed to monitor, run, or unwind a Pension Plan, where any of the foregoing events, conditions, defaults or Liens would reasonably be expected to result in a Material Adverse Effect; or

(l) Invalidity of Loan or Lease Documents. (i) Any material provision of any Loan Document or Lease Document, at any time after its execution and delivery and for any reason, ceases to be in full force and effect; or any Loan Party or any other Person contests in any manner the validity or enforceability of any material provision of any Loan Document or Lease Document; or any Loan Party denies that it has any or further liability or obligation under any material provision of any Loan Document or Lease Document, or purports to revoke, terminate or rescind any provision of any Loan Document or

Lease Document or seeks to avoid, limit or otherwise adversely affect any Lien purported to be created under any Security Document; or (ii) any Lien purported to be created under any Security Document shall cease to be, or shall be asserted by any Loan Party or any other Person not to be, a valid and perfected Lien on any Collateral, with the priority required by the applicable Security Document; or

(m) Change of Control. There occurs any Change of Control; or

(n) Cessation of Business. Except as otherwise expressly permitted hereunder, the Loan Parties, taken as a whole, shall take any action to suspend the operation of their business in the ordinary course, liquidate all or a material portion of their assets or Store locations or any Store subject to a Specified CF Lease, or employ an agent or other third party to conduct a program of closings, liquidations or "Going-Out-Of-Business" sales of any material portion of their business or any Store subject to a Specified CF Lease;

(o) Subordination Agreements. The subordination provisions of the documents evidencing or governing the subordination of any Subordinated Indebtedness (the "Subordination Provisions") shall, in whole or in part, terminate, cease to be effective or cease to be legally valid, binding and enforceable against any holder of the applicable Subordinated Indebtedness or such holder shall fail to comply with such Subordination Provisions; or (ii) the Borrower or any other Loan Party shall, directly or indirectly, disavow or contest in any manner (A) the effectiveness, validity or enforceability of any of the Subordination Provisions, (B) that the Subordination Provisions exist for the benefit of the Lender, or (C) that all payments of principal of or premium and interest on the applicable Subordinated Indebtedness, or realized from the liquidation of any property of any Loan Party, shall be subject to any of the Subordination Provisions; or

(p) CF Lease Defaults. The Borrower or any Affiliate thereof (i) fails to pay any amount when due under a CF Lease and such failure continues for five (5) Business Days, or (ii) otherwise defaults under, breaches or violates any term or condition of any CF Lease and, in the case of this clause (ii), such failure continues for ten (10) Business Days after the earlier to occur of (A) any Loan Party having knowledge of the occurrence of the default and (B) the Lender providing written notice to the Borrower of the occurrence of the default.

## **8.02 Remedies Upon Event of Default.**

(a) If any Event of Default occurs and is continuing, the Lender may take any or all of the following actions:

(i) declare the unpaid principal amount of all outstanding Loans, all interest accrued and unpaid thereon, and all other Obligations to be immediately due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived by the Loan Parties; and

(ii) whether or not the maturity of the Obligations shall have been accelerated pursuant hereto, proceed to protect, enforce and exercise all rights and remedies of the Lender under this Agreement, any of the other Loan Documents, the Lease Documents or applicable Laws, including, but not limited to, by suit in equity, action at law or other appropriate proceeding, whether for the specific performance of any covenant or agreement contained in this Agreement and the other Loan Documents, the Lease Documents or any instrument pursuant to which the Obligations are evidenced, and, if such amount shall have

become due, by declaration or otherwise, proceed to enforce the payment thereof or any other legal or equitable right of the Lender;

provided, however, that upon the occurrence of any Default or Event of Default with respect to any Loan Party or any Subsidiary thereof under Section 8.01(f), (g) or (h) the unpaid principal amount of the outstanding Loan, all interest accrued thereon and all other Obligations shall automatically become due and payable.

(b) No remedy herein is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or any other provision of Law.

(c) Notwithstanding the foregoing, the Lender may at its sole option elect to deliver a notice (a “**Special Waiver Notice**”) to the Borrower pursuant to this Section 8.02(c), in which case, immediately upon delivery of such Special Waiver Notice (i) the Lender will be deemed to have permanently waived such Event of Default, and (ii) in consideration for such permanent waiver, Section 3 of the Undertaking and Agreement will terminate. For greater certainty, upon the Lender’s delivery of a Special Waiver Notice, the Event of Default which is the subject of such waiver shall, on a permanent basis, no longer have any effect for purposes of this Agreement (and for greater certainty, such waiver shall not limit any rights or remedies of the Lender under this Agreement in respect of any other Event of Default hereunder).

### **8.03 Application of Funds.**

(a) After the exercise of remedies provided for in Section 8.02 (or after the Loan has automatically become immediately due and payable pursuant to Section 8.02), any amounts received by the Lender from any Loan Party, whether from the liquidation of any Collateral or on account of the Obligations or otherwise, shall be applied by the Lender in the following order:

First, to payment of any amounts then due and owing by the Borrower or any Affiliate thereof under a CF Lease;

Second, to payment of the Obligations constituting reasonable and documented fees, indemnities, expenses and other amounts (including reasonable and documented fees, charges and disbursements of counsel to the Lender and amounts payable under Article III) payable to the Lender;

Third, to payment of that portion of the Obligations constituting accrued and unpaid interest on the Loan;

Fourth, to payment of that portion of the Obligations constituting unpaid principal;

Fifth, to the payment of all other Obligations of the Borrower that are due and payable to the Lender; and

Last, the balance, if any, after all of the Obligations have been indefeasibly paid in full, to the Borrower or as otherwise required by applicable Laws.

**ARTICLE IX  
JOINDER TO GUARANTEES**

**9.01 Joinder to Guarantee.**

(a) As of the Effective Date, Canadian HoldCo2 hereby:

(i) joins in the execution of, and becomes a party to the Existing Guarantee as a Guarantor thereunder, as indicated with its signature below;

(ii) has received a copy of the Existing Guarantee and covenants and agrees to be bound by all covenants, agreements, liabilities and acknowledgments of a Guarantor under the Existing Guarantee as of the date hereof (other than covenants, agreements, liabilities and acknowledgements that relate solely to an earlier date), in each case, with the same force and effect as if Canadian HoldCo2 was an original signatory to the Existing Guarantee and was expressly named as a Guarantor therein; and

(iii) assumes and agrees to perform all applicable duties and obligations of the existing Guarantors (on a joint and several basis with the other Guarantors) under the Existing Guarantee.

(b) Without limiting the generality of Section 9.01(a) hereof, Canadian HoldCo2 (i) joins in the execution of, and becomes a party to, the Existing Guarantee, (ii) irrevocably and unconditionally guarantees, jointly with the other Guarantors and severally, as a primary obligor and not merely as a surety, the due and punctual payment when due (whether at the stated maturity, by required prepayment, as a cash collateralization, by acceleration or otherwise) and performance by the Borrower of all Obligations, (iii) acknowledges and agrees that Canadian HoldCo2 is jointly and severally liable for all Obligations, and (iv) agrees that Canadian HoldCo2 shall, for all purposes, be deemed to be a “Guarantor”, jointly and severally with all other Guarantors under the Existing Guarantee.

**ARTICLE X  
MISCELLANEOUS**

**10.01 Amendments, Etc.**

No amendment or waiver of any provision of this Agreement, any other Loan Document or Lease Document, and no consent to any departure by any Loan Party therefrom, shall be effective unless in writing signed by the Lender, and the Borrower or the applicable Loan Party, as the case may be, and each such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

**10.02 Notices; Effectiveness; Electronic Communications.**

(a) Notices Generally. Except in the case of notices and other communications expressly permitted to be given by telephone (and except as provided in subsection (b) below), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by electronic mail or telecopier as follows, and all notices and other communications expressly permitted hereunder to be given by telephone shall be made to the applicable telephone number, as follows:



(i) if to the Loan Parties or the Lender, to the address, electronic mail address or telephone number specified for such Person on Schedule 10.02.

Notices and other communications sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices and other communications sent by facsimile shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next Business Day for the recipient). Notices and other communications delivered through electronic communications to the extent provided in subsection (b) below, shall be effective as provided in such subsection (b).

(b) Electronic Communications. The Lender or the Borrower may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it, provided that approval of such procedures may be limited to particular notices or communications.

Unless the Lender otherwise prescribes, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing clause (i) of notification that such notice or communication is available and identifying the website address therefor; provided that, for both clauses (i) and (ii), if such notice, email or other communication is not sent during the normal business hours of the recipient, such notice, email or communication shall be deemed to have been sent at the opening of business on the next business day for the recipient.

(c) Change of Address, Etc. Each of the Loan Parties and the Lender, may change its address, electronic mail address or telephone number for notices and other communications hereunder by notice to the other parties hereto.

(d) Reliance by Lender. The Lender shall be entitled to rely and act upon any notices purportedly given by or on behalf of the Loan Parties even if (i) such notices were not made in a manner specified herein, were incomplete or were not preceded or followed by any other form of notice specified herein, or (ii) the terms thereof, as understood by the recipient, varied from any confirmation thereof. The Loan Parties shall indemnify the Lender from all losses, costs, expenses and liabilities resulting from the reliance by the Lender on each notice purportedly given by or on behalf of the Borrower. All telephonic notices to and other telephonic communications with the Lender may be recorded by the Lender, and each of the parties hereto hereby consents to such recording.

**10.03 No Waiver; Cumulative Remedies.** No failure by the Lender to exercise, and no delay by the Lender in exercising, any right, remedy, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder or under any other Loan Document or Lease Document preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges provided herein and in the other Loan Documents and Lease Documents are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law. Without limiting the generality of the foregoing, the making of the Loan shall not be construed as a waiver of any Default or Event of Default, regardless of whether the Lender may have had notice or knowledge of such Default or Event of Default at the time.

#### **10.04 Expenses; Indemnity; Damage Waiver.**

(a) Costs and Expenses. The Borrower shall pay all Lender Expenses.

(b) Indemnification by the Loan Parties. The Loan Parties shall indemnify the Lender and each Related Party of the Lender (each such Person being called an “Indemnitee”) against, and hold each Indemnitee harmless (on an after tax basis) from, any and all losses, claims, causes of action, damages, liabilities, settlement payments, costs, and related expenses (including the reasonable and documented fees, charges and disbursements of counsel for the Indemnities) and without duplication of amounts payable under Section 10.04(a), incurred by any Indemnitee or asserted against any Indemnitee by any third party arising out of, in connection with, or as a result of (i) the execution or delivery of this Agreement, any other Loan Document or Lease Document or any agreement or instrument contemplated hereby or thereby, the performance by the parties hereto of their respective obligations hereunder or thereunder, the consummation of the transactions contemplated hereby or thereby, or the administration of this Agreement and the other Loan Documents and the Lease Documents, (ii) the Loan or the use or proposed use of the proceeds therefrom, (iii) any actual or alleged presence or release of Hazardous Materials on or from any property owned or operated by any Loan Party or any of its Subsidiaries, or any Environmental Liability related in any way to any Loan Party or any of its Subsidiaries, or (iv), any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party or by the Borrower or any other Loan Party or any of the Loan Parties’ directors, shareholders or creditors, and regardless of whether any Indemnitee is a party thereto, provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses (x) are determined by a court of competent jurisdiction by final and non-appealable judgment to have resulted from the gross negligence, bad faith, or willful misconduct of such Indemnitee, or (y) arise from disputes solely among the Indemnities, and in such event solely to the extent that the underlying dispute does not (1) arise as a result of an action, inaction or representation of, or information provided by or on behalf of the Loan Parties or their Subsidiaries or Affiliates, or (2) relate to any action of such Indemnitee in its capacity as the Lender. Without limiting the provisions of Section 3.01(c), this Section 10.04(b) shall not apply with respect to Taxes other than any Taxes that represent losses, liabilities, claims, damages, etc. arising from any non-Tax claim. In the case of an investigation, litigation or other proceeding to which the indemnity in this Section 10.04 applies, such indemnity shall be effective whether or not such investigation, litigation or proceeding is brought by any Loan Party, any Subsidiary of any Loan Party, its directors, stockholders or creditors or an Indemnitee or any other Person, whether or not any Indemnitee is otherwise a party thereto and whether or not any of the transactions contemplated hereunder or under any of the other Loan Documents or Lease Documents are consummated.

(c) Waiver of Consequential Damages, Etc. To the fullest extent permitted by Law, the Loan Parties shall not assert, and hereby waive, any claim against any Indemnitee, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Loan Document or Lease Document or any agreement or instrument contemplated hereby, the transactions contemplated hereby or thereby, the Loan or the use of the proceeds thereof. No Indemnitee shall have any liability (whether direct or indirect, in contract or tort or otherwise) to any Loan Party or its Subsidiaries or Affiliates, or to their respective equity holders or creditors or to any other Person arising out of, related to or in connection with any aspect of the transactions contemplated hereby, except to the extent of direct (as opposed to special, indirect, consequential or punitive) damages determined in a final non appealable judgment by a court of competent jurisdiction to have resulted from such Indemnitee’s gross negligence, bad faith or willful misconduct.

(d) Payments. All amounts due under this Section shall be payable on demand therefor.

(e) Limitation of Liability. No Indemnitee shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed to such unintended recipients by such Indemnitee through electronic or other information transmission systems in connection with this Agreement or the other Loan Documents or the Lease Documents or the transactions contemplated hereby or thereby other than for direct or actual damages resulting from the gross negligence or willful misconduct of such Indemnitee as determined by a final and non-appealable judgment of a court of competent jurisdiction.

(f) Survival. The agreements in this Section shall survive the repayment, satisfaction or discharge of all the other Obligations.

**10.05 Payments Set Aside.** To the extent that any payment by or on behalf of the Loan Parties is made to the Lender, or the Lender exercises its right of setoff, and such payment or the proceeds of such setoff or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required (including pursuant to any settlement entered into by the Lender in its discretion) to be repaid to a trustee, receiver or any other party, in connection with any proceeding under any Debtor Relief Law or otherwise, then to the extent of such recovery, the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such setoff had not occurred.

#### **10.06 Successors and Assigns.**

(a) Successors and Assigns Generally. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that no Loan Party may assign or otherwise transfer any of its rights or obligations hereunder or under any other Loan Document without the prior written consent of the Lender and the Lender may not assign or otherwise transfer any of its rights or obligations hereunder except in accordance with the provisions of Section 10.06(b) (and any other attempted assignment or transfer by any party hereto shall be null and void). Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby and, to the extent expressly contemplated hereby, the Related Parties of the Lender) any legal or equitable right, remedy or claim under or by reason of this Agreement

(b) Assignments by Lender. The Lender may at any time assign to one or more of its Affiliates all or a portion of its rights and obligations under this Agreement and the Loan without the consent of the Borrower.

(c) Assignee. Any assignee of the Lender: (i) shall comply with the requirements of Section 3.01(e) as if it was a Lender, if applicable, and (ii) shall not be entitled to receive any greater payment under Section 3.01(a) or 3.01(c) than the assigning Lender would have been entitled to receive.

**10.07 Treatment of Certain Information; Confidentiality.** The Lender agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed and nothing herein shall prohibit the Lender from discussing the Loan, the Loan Documents and the Lease Documents, and the terms and conditions thereof and the transactions contemplated thereby (including circulating copies of the Loan Documents and the Lease Documents: (a) to its Affiliates, and to its and its Affiliates' respective

partners, directors, officers, employees, agents, actual and prospective financing sources, attorneys, advisors and representatives (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential), (b) to the extent requested by any regulatory authority purporting to have jurisdiction over it, (c) to the extent required by applicable Laws or regulations or by any subpoena or similar legal process, (d) to any other party hereto or, following the occurrence of an Event of Default and while it is continuing, to any party to the ABL Credit Agreement or Term Loan Credit Agreement, (e) in connection with the exercise of any remedies hereunder, under any other Loan Document or Lease Document or any action or proceeding relating to this Agreement, any other Loan Document or Lease Document or the enforcement of rights hereunder or thereunder, (f) subject to an agreement (including any electronic agreement contained in any online platform) containing provisions substantially the same as those of this Section, to (i) any permitted assignee or prospective permitted assignee in any of the rights or obligations under this Agreement, (ii) any investor or prospective investor in the Lender or an Affiliate thereof, (iii) any purchaser or prospective purchaser of any of the property and assets of the Lender or an Affiliate thereof or any lender or other financing source or any prospective lender or other prospective financing source to the Lender, an Affiliate thereof, a purchaser, or a prospective purchaser of any of the property or assets of the Lender or its Affiliates, and (iv) any of its joint venture partners and co-owners, (g) with the consent of the Borrower or (h) to the extent such Information (i) becomes publicly available other than as a result of a breach of this Section or (ii) becomes available to the Lender or any of its Affiliates on a non-confidential basis from a source other than the Loan Parties; and in the case of any Person referenced in clauses (f)(i), (ii), (iii) and (iv), the Information may be disclosed to such Person's Affiliates, and to its and its Affiliates' respective partners, directors, officers, employees, agents, actual and prospective financing sources, attorneys, advisors and representatives (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential on the terms set out herein), provided that in no case may the Lender or an Affiliate thereof disclose Information (other than the Loan, the Loan Documents, the Lease Documents and the terms and conditions thereof) to a competitor of the Loan Parties.

For purposes of this Section, "Information" means all information received from the Loan Parties or any Subsidiary thereof relating to the Loan Parties or any Subsidiary thereof or their respective businesses, other than any such information that is available to the Lender on a non-confidential basis prior to disclosure by the Loan Parties or any Subsidiary thereof. Any Person required to maintain the confidentiality of Information as provided in this Section shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

The Loan Parties agree to maintain the confidentiality of this Agreement, the other Loan Documents, the Lease Documents and the transactions contemplated herein and therein including, without limitation, (i) the identity of the Lender and the parent of the Lender, and (ii) the existence of the Loan, the Loan Documents and the Lease Documents, and the terms and conditions thereof, except that the foregoing may be disclosed (a) to any Loan Party's Affiliates, and to its and its Affiliates' respective directors, officers, employees, agents, attorneys, advisors and representatives who need to know such information for the purposes of consummating or administering the transactions herein (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature thereof and instructed to keep such information confidential), (b) to the extent requested by any regulatory authority purporting to have jurisdiction over a Loan Party, (c) to the extent required by applicable Laws or regulations or by any subpoena or similar legal process (in which case, such Loan Party agrees to inform the Lender promptly thereof to the extent practicable and not prohibited by applicable Law), (d) subject to an agreement (including any electronic agreement contained in any online platform) containing provisions substantially

the same as those of this Section, to any party to the ABL Credit Agreement, the Term Loan Credit Agreement or other Material Indebtedness, and (e) with the written consent of the Lender.

The parties hereto agree that the confidentiality terms of this Section 10.07 supercede and replace the terms of the nondisclosure agreement dated March 14, 2023 between HBC US and Cadillac Fairview.

**10.08 Right of Setoff.** If an Event of Default shall have occurred and be continuing the Lender and each of its Affiliates is hereby authorized at any time and from time to time to the fullest extent permitted by Law, to set off and apply any and all obligations (in whatever currency) at any time owing by the Lender or any Affiliate to or for the credit or the account of the Borrower or any of its Affiliates against any and all of the Obligations now or hereafter existing under this Agreement, any other Loan Document or Lease Document, irrespective of whether or not the Lender shall have made any demand under this Agreement, any other Loan Document or Lease Document and although such obligations of the Borrower or such Affiliate may be contingent or unmatured

**10.09 Interest Rate Limitation.** Notwithstanding anything to the contrary contained in any Loan Document, but subject to the provisions of Section 2.05(b) hereof, the interest paid or agreed to be paid under the Loan Documents shall not exceed the maximum rate of non-usurious interest permitted by Law (the “Maximum Rate”). Subject to the provisions of Section 2.05(b) hereof, in determining whether the interest contracted for, charged, or received by the Lender exceeds the Maximum Rate, such Person may, to the extent permitted by applicable Laws, (a) characterize any payment that is not principal as an expense, fee, or premium rather than interest, (b) exclude voluntary prepayments and the effects thereof, and (c) amortize, prorate, allocate, and spread in equal or unequal parts the total amount of interest throughout the contemplated term of the Obligations hereunder.

**10.10 Counterparts; Integration; Effectiveness.** This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement, the other Loan Documents and the Lease Documents constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Except as provided in Section 4.01, this Agreement shall become effective when it shall have been executed by the Lender and when the Lender shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto. Delivery of an executed counterpart of a signature page of this Agreement by pdf or other electronic transmission shall be as effective as delivery of a manually executed counterpart of this Agreement.

**10.11 Survival.** All representations and warranties made hereunder and in any other Loan Document or other document delivered pursuant hereto or thereto or in connection herewith or therewith shall survive the execution and delivery hereof and thereof. Such representations and warranties have been or will be relied upon by the Lender, regardless of any investigation made by the Lender or on its behalf and notwithstanding that the Lender may have had notice or knowledge of any Default or Event of Default at the time of the Loan, and shall continue in full force and effect as long as the Loan or any other Obligation hereunder shall remain unpaid or unsatisfied. Further, the provisions of Sections 3.01 and 10.04, without limitation, shall survive and remain in full force and effect regardless of the repayment of the Obligations or the termination of the Loan or the termination of this Agreement or any provision hereof.

**10.12 Severability.** If any provision of this Agreement or the other Loan Documents or any Lease Document is held to be illegal, invalid or unenforceable, (a) the legality, validity and enforceability of the remaining provisions of this Agreement, the other Loan Documents and the Lease Documents shall

not be affected or impaired thereby and (b) the parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

#### **10.13 Governing Law; Jurisdiction; Etc.**

(a) GOVERNING LAW. THIS AGREEMENT, THE OTHER LOAN DOCUMENTS AND THE LEASE DOCUMENTS AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OTHER LOAN DOCUMENT OR ANY LEASE DOCUMENT (EXCEPT, AS TO ANY OTHER LOAN DOCUMENT, AS EXPRESSLY SET FORTH THEREIN) AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE PROVINCE OF ONTARIO AND THE FEDERAL LAWS APPLICABLE THEREIN.

(b) SUBMISSION TO JURISDICTION. EACH LOAN PARTY IRREVOCABLY AND UNCONDITIONALLY AGREES THAT IT WILL NOT COMMENCE ANY ACTION, LITIGATION OR PROCEEDING OF ANY KIND OR DESCRIPTION, WHETHER IN LAW OR EQUITY, WHETHER IN CONTRACT OR IN TORT OR OTHERWISE, AGAINST THE LENDER, OR ANY RELATED PARTY OF THE LENDER IN ANY WAY RELATING TO THIS AGREEMENT, ANY OTHER LOAN DOCUMENT OR ANY LEASE DOCUMENT OR THE TRANSACTIONS RELATING HERETO OR THERETO, IN ANY FORUM OTHER THAN THE COURTS OF THE PROVINCE OF ONTARIO AND THE COUNTRY OF CANADA AND ANY APPELLATE COURT FROM ANY THEREOF, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE JURISDICTION OF SUCH COURTS AND AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION, LITIGATION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH ONTARIO COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE LOAN PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION, LITIGATION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY APPLICABLE LAW. NOTHING IN THIS AGREEMENT, IN ANY OTHER LOAN DOCUMENT OR ANY LEASE DOCUMENT SHALL AFFECT ANY RIGHT THAT THE LENDER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT, ANY OTHER LOAN DOCUMENT OR ANY LEASE DOCUMENT AGAINST ANY LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(c) WAIVER OF VENUE. EACH LOAN PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OTHER LOAN DOCUMENT OR ANY LEASE DOCUMENT IN ANY COURT REFERRED TO IN PARAGRAPH (B) OF THIS SECTION. EACH OF THE LOAN PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) SERVICE OF PROCESS. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.02. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW. EACH LOAN PARTY HEREBY AGREES THAT SERVICE OF PROCESS IN ANY ACTION OR PROCEEDING BROUGHT IN ANY ONTARIO COURT OR FEDERAL COURT MAY BE MADE UPON SUCH PERSON AS THE BORROWER MAY PROVIDE THE LENDER IN WRITING (THE "PROCESS AGENT"), AND EACH LOAN PARTY HEREBY IRREVOCABLY APPOINTS THE PROCESS AGENT ITS AUTHORIZED AGENT TO ACCEPT SUCH SERVICE OF PROCESS, AND AGREES THAT THE FAILURE OF THE PROCESS AGENT TO GIVE ANY NOTICE OF ANY SUCH SERVICE SHALL NOT IMPAIR OR AFFECT THE VALIDITY OF SUCH SERVICE OR OF ANY JUDGMENT RENDERED IN ANY ACTION OR PROCEEDING BASED THEREON.

**10.14 Waiver of Jury Trial.** EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OTHER LOAN DOCUMENT OR ANY LEASE DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT, THE OTHER LOAN DOCUMENTS OR ANY LEASE DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

**10.15 No Advisory or Fiduciary Responsibility.** In connection with all aspects of each transaction contemplated hereby, the Loan Parties each acknowledge and agree that: (i) the term loan provided for hereunder and any related arranging or other services in connection therewith (including in connection with any amendment, waiver or other modification hereof, of any other Loan Document or any Lease Document) are an arm's-length commercial transaction between the Loan Parties, on the one hand, and the Lender, on the other hand, and each of the Loan Parties is capable of evaluating and understanding and understands and accepts the terms, risks and conditions of the transactions contemplated hereby, by the other Loan Documents and by the Lease Documents (including any amendment, waiver or other modification hereof or thereof); (ii) in connection with the process leading to such transaction, the Lender is and has been acting solely as a principal and is not the financial advisor, agent or fiduciary, for the Loan Parties or any of their respective Affiliates, stockholders, creditors or employees or any other Person; (iii) the Lender has not assumed nor will it assume an advisory, agency or fiduciary responsibility in favour of the Loan Parties with respect to any of the transactions contemplated hereby or the process leading thereto, including with respect to any amendment, waiver or other modification hereof, of any other Loan Document or of any Lease Document and the Lender does not have any obligation to any Loan Party or any of its Affiliates with respect to the transactions contemplated hereby except those obligations expressly set forth herein, in the other Loan Documents or in the Lease Documents; (iv) the Lender and its Affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Loan Parties and their respective Affiliates, and the Lender does not have any obligation to disclose any of such interests by virtue of any advisory, agency or fiduciary relationship; and (v) the Lender has not provided and will not provide any legal, accounting, regulatory or tax advice with respect to any of the transactions contemplated hereby (including any amendment, waiver or other modification hereof, of any other Loan Document or of

any Lease Document) and each of the Loan Parties has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate. Each of the Loan Parties hereby waives and releases, to the fullest extent permitted by applicable Law, any claims that it may have against the Lender with respect to any breach or alleged breach of agency or fiduciary duty.

**10.16 USA PATRIOT Act and PCTFA Notice.** To the extent the Lender is subject to the USA PATRIOT Act and the PCTFA, the Lender hereby notifies the Loan Parties that pursuant to the requirements of the USA PATRIOT Act and the PCTFA, it is required to obtain, verify and record information that identifies each Loan Party, which information includes the name and address of each Loan Party and other information that will allow the Lender to identify each Loan Party in accordance with the USA PATRIOT Act and the PCTFA. Each Loan Party is in compliance, in all material respects, with the USA PATRIOT Act and the PCTFA. No part of the proceeds of the Loan will be used by the Loan Parties, directly or indirectly, for any payments to any governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of the USA PATRIOT and the PCTFA.

**10.17 Foreign Assets Control Regulations.** Neither of the advance of the Loan nor the use of the proceeds thereof will violate any Sanctions or any applicable anti-corruption Laws. Furthermore, none of the Loan Parties or their affiliates (a) is or will become an Embargoed Person or (b) engages or will engage in any dealings or transactions, or be otherwise associated, with any such Embargoed Person or in any manner violative of the Foreign Assets Control Regulations and other applicable anti-corruption Laws.

**10.18 Time of the Essence.** Time is of the essence of the Loan Documents.

**10.19 Additional Waivers.**

(a) Except as provided herein or in any other Loan Document, the Obligations are the joint and several obligations of each Loan Party. To the fullest extent permitted by applicable Laws, the obligations of each Loan Party shall not be affected by (i) the failure of the Lender to assert any claim or demand or to enforce or exercise any right or remedy against any other Loan Party under the provisions of this Agreement, any other Loan Document, any Lease Document or otherwise, (ii) any rescission, waiver, amendment or modification of, or any release from any of the terms or provisions of, this Agreement, any other Loan Document or any Lease Document, or (iii) the failure to perfect any security interest in, or the release of, any of the Collateral or other security held by or on behalf of the Lender, or (iv) any default, failure or delay, willful or otherwise, in the performance of any of the Obligations, or by any other act or omission that may or might in any manner or to any extent vary the risk of any Loan Party or that would otherwise operate as a discharge of any Loan Party as a matter of law or equity (other than the indefeasible Payment in Full). The obligations of each Loan Party shall not be subject to any reduction, limitation, impairment or termination for any reason (other than the indefeasible Payment in Full), including any claim of waiver, release, surrender, alteration or compromise of any of the Obligations, and shall not be subject to any defense or setoff, counterclaim, recoupment or termination whatsoever by reason of the invalidity, illegality or unenforceability of any of the Obligations or otherwise.

(b) Except as provided herein or in any other Loan Document, to the fullest extent permitted by applicable Laws, each Loan Party waives any defense based on or arising out of any defense of any other Loan Party or the unenforceability of the Obligations or any part thereof from any cause, or



the cessation from any cause of the liability of any other Loan Party, other than the indefeasible Payment in Full.

(c) Upon payment by any Loan Party of any Obligations, all rights of such Loan Party against any other Loan Party arising as a result thereof by way of right of subrogation, contribution, reimbursement, indemnity or otherwise shall in all respects be subordinate and junior in right of payment to the prior indefeasible Payment in Full. In addition, any indebtedness of any Loan Party now or hereafter held by any other Loan Party is hereby subordinated in right of payment to the prior indefeasible Payment in Full and no Loan Party will demand, sue for or otherwise attempt to collect any such indebtedness. If any amount shall erroneously be paid to any Loan Party on account of (i) such subrogation, contribution, reimbursement, indemnity or similar right or (ii) any such indebtedness of any Loan Party, such amount shall be held in trust for the Lender and shall forthwith be paid to the Lender to be credited against the payment of the Obligations, whether matured or unmatured, in accordance with the terms of this Agreement and the other Loan Documents.

(d) Notwithstanding any other provision contained in this Agreement or any other Loan Document, if a “secured creditor” (as that term is defined under the BIA) is determined by a court of competent jurisdiction not to include a Person to whom obligations are owed on a joint or joint and several basis, then Loan Parties’ Obligations, to the extent such Obligations are secured, only shall be several obligations and not joint or joint and several obligations.

#### **10.20 No Strict Construction.**

The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favouring or disfavouring any party by virtue of the authorship of any provisions of this Agreement.

#### **10.21 Judgment Currency.**

(a) If, for the purpose of obtaining or enforcing judgment against any Loan Party in any court in any jurisdiction, it becomes necessary to convert into any other currency (such other currency being hereinafter in this Section 10.23 referred to as the “Judgment Currency”) an amount due under any Loan Document or Lease Document in any currency (the “Obligation Currency”) other than the Judgment Currency, the conversion shall be made at the rate of exchange prevailing on the Business Day immediately preceding the date of actual payment of the amount due, in the courts of any jurisdiction that will give effect to such conversion being made on such date, or the date on which the judgment is given, in the case of any proceeding in the courts of any jurisdiction (the applicable date as of which such conversion is made pursuant to this Section 10.23 being hereinafter in this Section 10.23 referred to as the “Judgment Conversion Date”).

(b) If, in the case of any proceeding in the court of any jurisdiction referred to in Section 10.23(a), there is a change in the rate of exchange prevailing between the Judgment Conversion Date and the date of actual receipt for value of the amount due, the applicable Loan Party or Loan Parties shall pay such additional amount (if any) as may be necessary to ensure that the amount actually received in the Judgment Currency, when converted at the rate of exchange prevailing on the date of payment, will produce the amount of the Obligation Currency which could have been purchased with the amount of the Judgment Currency stipulated in the judgment or judicial order at the rate of exchange prevailing on the Judgment Conversion Date. Any amount

due from the Lender under this Section 10.23 shall be due as a separate debt and shall not be affected by judgment being obtained for any other amounts due under or in respect of any of the Loan Documents or Lease Documents.

(c) The term “rate of exchange” in this Section 10.23 means the rate of exchange at which the Lender’s principal bank, on the relevant date at or about 12:00 noon (Toronto time), would be prepared to sell, in accordance such bank’s normal course foreign currency exchange practices, the Obligation Currency against the Judgment Currency.

## **10.22 Attachments.**

The exhibits, schedules and annexes attached to this Agreement are incorporated herein and shall be considered a part of this Agreement for the purposes stated herein, except that in the event of any conflict between any of the provisions of such exhibits and the provisions of this Agreement, the provisions of this Agreement shall prevail.

## **10.23 Electronic Execution of Assignments and Certain Other Documents.**

(a) The words “execute,” “execution,” “signed,” “signature,” and words of like import in any amendment or other modification hereof (including waivers and consents) shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Lender, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; provided that notwithstanding anything contained herein to the contrary the Lender is under no obligation to agree to accept electronic signatures in any form or in any format unless expressly agreed to by the Lender pursuant to procedures approved by it.

(b) This Agreement and any document, amendment, approval, consent, information, notice, certificate, request, statement, disclosure or authorization related to this Agreement (each a “Communication”), including Communications required to be in writing, may be in the form of an Electronic Record and may be executed using Electronic Signatures. Each of the Loan Parties agrees that any Electronic Signature on or associated with any Communication shall be valid and binding on each of the Loan Parties to the same extent as a manual, original signature, and that any Communication entered into by Electronic Signature, will constitute the legal, valid and binding obligation each of the Loan Parties enforceable against such in accordance with the terms thereof to the same extent as if a manually executed original signature was delivered. Any Communication may be executed in as many counterparts as necessary or convenient, including both paper and electronic counterparts, but all such counterparts are one and the same Communication. For the avoidance of doubt, the authorization under this paragraph may include, without limitation, use or acceptance by the Lender of a manually signed paper Communication which has been converted into electronic form (such as scanned into PDF format), or an electronically signed Communication converted into another format, for transmission, delivery and/or retention. The Lender may, at its option, create one or more copies of any Communication in the form of an imaged Electronic Record (“Electronic Copy”), which shall be deemed created in the ordinary course of the Person’s business, and destroy the original paper document. All Communications in the form of an Electronic Record, including an Electronic Copy, shall be considered an original for all purposes, and shall have the same legal effect, validity and enforceability as a paper record. Notwithstanding anything

contained herein to the contrary, the Lender is under no obligation to accept an Electronic Signature in any form or in any format unless expressly agreed to by the Lender pursuant to procedures approved by it; provided, further, without limiting the foregoing, (a) to the extent the Lender has agreed to accept such Electronic Signature, the Lender shall be entitled to rely on any such Electronic Signature purportedly given by or on behalf of any Loan Party without further verification and (b) upon the request of the Lender, any Electronic Signature shall be promptly followed by such manually executed counterpart. For purposes hereof, "Electronic Record" and "Electronic Signature" shall have the meanings assigned to them, respectively, by 15 USC §7006, as it may be amended from time to time.

#### **10.24 ENTIRE AGREEMENT.**

**THIS AGREEMENT, THE OTHER LOAN DOCUMENTS AND THE LEASE DOCUMENTS REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES.**

#### **10.25 Language.**

The parties herein have expressly requested that this Agreement and all related documents be drawn up in the English language. A la demande expresse des parties aux présentes, cette convention et tout document y afférent ont été rédigés en langue anglaise.

#### **10.26 Amendment and Restatement.**

This Agreement is an amendment and restatement of the Existing Credit Agreement, it being acknowledged and agreed that as of the Effective Date all obligations outstanding under or in connection with the Existing Credit Agreement and any of the other Loan Documents (such obligations, collectively, the "Existing Obligations") constitute obligations under this Agreement. This Agreement is in no way intended to constitute a novation of the Existing Credit Agreement or the Existing Obligations. With respect to (i) any date or time period occurring and ending prior to the Effective Date, the Existing Credit Agreement and the other Loan Documents shall govern the respective rights and obligations of any party or parties hereto also party thereto and shall for such purposes remain in full force and effect; and (ii) any date or time period occurring or ending on or after the Effective Date, the rights and obligations of the parties hereto shall be governed by this Agreement (including, without limitation, the exhibits and schedules hereto) and the other Loan Documents. From and after the Effective Date, any reference to the Existing Credit Agreement in any of the other Loan Documents executed or issued by and/or delivered to any one or more parties hereto pursuant to or in connection therewith shall be deemed to be a reference to this Agreement, and the provisions of this Agreement shall prevail in the event of any conflict or inconsistency between such provisions and those of the Existing Credit Agreement.

#### **10.27 Acknowledgement and confirmation of Guarantors.**

Each Guarantor hereby reaffirms and confirms, as of the date hereof, that the Guaranteed Obligations of each Guarantor under, and as defined in, the Facility Guarantee to which it is a party include, without limitation, all Obligations of the Loan Parties at any time and from time to time outstanding under this Agreement, and including as such Obligations may be changed, altered, amended or modified by this Agreement from such Obligations under the Existing Credit Agreement.

#### **10.28 Junior/Senior Intercreditor Agreement.**

Notwithstanding anything herein to the contrary, the lien and security interest granted to the Lender pursuant to or in connection with this Agreement, the terms of this Agreement or any other Loan Document, and the exercise of any right or remedy by the Lender hereunder or thereunder are subject to the provisions of the Junior/Senior Intercreditor Agreement. In the event of any conflict between the terms of the Junior/Senior Intercreditor Agreement and this Agreement or any other Loan Document, the terms of the Junior/Senior Intercreditor Agreement shall control.

[remainder of page intentionally left blank]

*IN WITNESS WHEREOF*, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date first above written.

**HUDSON'S BAY COMPANY ULC**, as the  
Borrower

By: 

Name: Jennifer Bewley

Title: Chief Financial Officer

**HBC CANADA PARENT HOLDINGS INC.**

each as a Guarantor

By:   
Name: Jennifer Bewley  
Title: Treasurer


**HBC CANADA PARENT HOLDINGS 2 INC.**

each as a Guarantor

By:   
Name: Jennifer Bewley  
Title: Chief Financial Officer


**HBC BAY HOLDINGS I INC.  
HBC BAY HOLDINGS II ULC**

each as a Guarantor

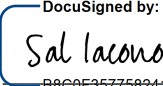
By:   
Name: Michael Culhane  
Title: Treasurer

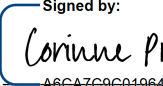
**THE BAY HOLDINGS ULC  
THE BAY LIMITED PARTNERSHIP**

each as a Guarantor

By:   
Name: Michael Culhane  
Title: Chief Operating Officer & Chief  
Financial Officer, Hudson's Bay

**2171948 ONTARIO INC., as Lender**

By:   
B8C0F3577582419...  
Name: Sal Iacono  
Title: President

By:   
A6CA7C9C0496495...  
Name: Corinne Pruzanski  
Title: Vice President and  
Secretary

**EXHIBIT A**

**[FORM OF] COMPLIANCE CERTIFICATE**

[date]

Financial Statement Date: \_\_\_\_\_

To: 2171948 Ontario Inc. (the “Lender”)

Re: Reference is made to the Amended and Restated Term Loan Credit Agreement dated as of [ ], 2024 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, the “Credit Agreement”), by, among others, (i) Hudson’s Bay Company ULC, an unlimited liability company organized under the laws of the Province of British Columbia, as borrower (the “Borrower”), (ii) the Guarantors party thereto from time to time and (iii) the Lender. Capitalized terms used herein and not defined herein shall have the meanings assigned to such terms in the Credit Agreement.

Ladies and Gentlemen:

The undersigned Responsible Officer, in his/her capacity as a Responsible Officer of the Borrower and not in his/her personal capacity, hereby certifies as of the date hereof that he/she is the \_\_\_\_\_ of the Borrower and that, as such, he/she is authorized to execute and deliver this Compliance Certificate to the Lender on behalf of the Borrower, and that:

[Use the following paragraph 1 for Fiscal Year-end financial statements:]

**[1. [Attached hereto as Schedule 1 are] [Pursuant to the conditions set forth in Section 6.02 of the Credit Agreement, each of the following have been electronically delivered to the Lender:]**

(a) the year-end audited Consolidated financial statements and related materials required by Section 6.01(a) of the Credit Agreement for the Parent and its Subsidiaries ended as of the above date, and the related Consolidated statements of income or operations, Shareholders’ Equity and cash flows as of the above date, setting forth in each case in comparative form, the figures for the previous Fiscal Year, all in reasonable detail and prepared in accordance with GAAP together with the report of a Registered Public Accounting Firm required by such section, and

(b) the year-end consolidating financial statements and related materials required by Section 6.01(a) of the Credit Agreement for the Parent and its Subsidiaries (including, as one of its components, a consolidating balance sheet of the Parent and its Subsidiaries) ended as of the above date and the related consolidating statements of income or operations, Shareholders’ Equity and cash flows for such Fiscal Year (all such consolidating statements being presented by the



Borrower and its Subsidiaries on a consolidated basis), all in reasonable detail and prepared in accordance with GAAP.

2. Also **[attached hereto as Schedule 1-A are] [pursuant to the conditions set forth in Section 6.02 of the Credit Agreement, the following have been electronically delivered to the Lender:]** a detailed calculation of the Consolidated Fixed Charge Coverage Ratio as required by Section 6.01(c) of the Credit Agreement, reflecting the adjustments necessary to eliminate the accounts of Unrestricted Subsidiaries (if any) from such Consolidated Fixed Charge Coverage Ratio. Such related financial information presents fairly in accordance with GAAP, the exclusion of the financial position and results of operations of all Unrestricted Subsidiaries. The materials described in this Section 1 are hereinafter referred to as the “**Current Financial Statements**”.]

[Use the following paragraph 1 for Fiscal Quarter-end financial statements:]

1. **[Attached hereto as Schedule 1 are] [Pursuant to the conditions set forth in Section 6.02 of the Credit Agreement, each of the following have been electronically delivered to the Lender:]** the unaudited Consolidated and consolidating financial statements and related materials required by Section 6.01(b) of the Credit Agreement for the Fiscal Quarter of the Parent and its Subsidiaries ended as of the above date (including, as one of its components, a Consolidated balance sheet of the Parent and its Subsidiaries) and the related unaudited consolidated and consolidating statements of income or operations and cash flows for such Fiscal Quarter and for the portion of the Parent’s Fiscal Year then ended, setting forth in each case in comparative form the figures for (A) the corresponding Fiscal Quarter of the previous Fiscal Year and (B) the corresponding portion of the previous Fiscal Year. Such Consolidated financial statements fairly present in all material respects the financial condition, results of operations and cash flows of the Parent and its Subsidiaries as of the end of such Fiscal Quarter in accordance with GAAP, subject only to normal year-end audit adjustments and the absence of footnotes. Such consolidating financial statements are presented by the Borrower and its Subsidiaries on a consolidated basis and are fairly stated in all material respects when considered in relation to the Consolidated financial statements of the Parent and its Subsidiaries.

2. Also **[attached hereto as Schedule 1-A] [pursuant to the conditions set forth in Section 6.02 of the Credit Agreement, the following have also been electronically delivered to the Lender:]** a detailed calculation of the Consolidated Fixed Charge Coverage Ratio as required by Section 6.01(c) of the Credit Agreement, reflecting the adjustments necessary to eliminate the accounts of Unrestricted Subsidiaries (if any) from such Consolidated Fixed Charge Coverage Ratio. Such related financial information presents fairly in accordance with GAAP, the exclusion of the financial position and results of operations of all Unrestricted Subsidiaries. The materials described in this Section 1 are hereinafter referred to as the “**Current Financial Statements**”.]

3. **[Except: ■][NTD: Provide disclosure here], there has been no change in the legal name of any Loan Party, or the jurisdiction of formation of or the domicile of any Loan Party, since the submission of the previous compliance certificate on [date].]**

[Use following paragraph 1 for Fiscal Month-end financial statements:]

[1. [Attached hereto as Schedule 1 is] [Pursuant to the conditions set forth in Section 6.02 of the Credit Agreement, each of the following have been electronically delivered to the Lender:] the management reporting that is prepared on a monthly basis, including profit and loss to Consolidated EBITDA, consolidated comparative store sales data and an Availability schedule, as required by Section 6.01(b) of the Credit Agreement for the Fiscal Month of the Parent ended as of the above date. The materials described in this Section 1 are hereinafter referred to as the “**Current Financial Statements**”.]

2. [Attached hereto as Schedule [2] is a report setting forth the legal name and the jurisdiction of formation of each Loan Party and the locations of the chief executive office and domicile of each Loan Party.][There has been no change in the legal name, the jurisdiction of formation of or the locations of the chief executive office and domicile of any Loan Party since the later of the Effective Date or the date of the last report containing such information included in the Compliance Certificate dated [ ].

[Use following paragraph 3 in annual Compliance Certificates:]

[3. Attached as Schedule [3] hereto are forecasts prepared by management of the Borrower of:

(i) an Availability schedule, prepared on a monthly basis for the Fiscal Year 20[ ], and (ii) the Consolidated and consolidating balance sheets and statements of income or operations and cash flows of the Parent and its Subsidiaries on a quarterly basis for such Fiscal Year (all of the foregoing, collectively, the “**Projections**”)), which Projections have been prepared in good faith on the basis of the assumptions stated therein, which assumptions were believed to be reasonable at the time of preparation of such Projections, it being understood that actual results may vary from such Projections and that such variations may be material.]

4. The undersigned has reviewed and is familiar with the terms of the Credit Agreement and has made, or has caused to be made under his/her supervision, a detailed review of the transactions and condition (financial or otherwise) of the Parent and its Subsidiaries during the accounting period covered by the Current Financial Statements.

5. To the undersigned’s knowledge, except as otherwise disclosed to the Lender pursuant to the Credit Agreement, no Default or Event of Default exists as of the date hereof. [If unable to provide the foregoing certification, fully describe the reasons therefor and circumstances thereof and any action taken or proposed to be taken with respect thereto on Schedule [4] attached hereto.]

6. Attached hereto as Schedule [5] are reasonably detailed calculations demonstrating the Availability.

7. Attached hereto as Schedule [6] are reasonably detailed calculations demonstrating the Consolidated Fixed Charge Coverage Ratio, calculated in accordance with the terms of the Credit Agreement, with respect to the period covered by the Current Financial Statements.

8. To my knowledge, there exists no event of default or other material default by any one or more Loan Parties under any Material Debt Document or any CF Lease, nor have any notices of default been received by any Loan Party relating to any default under any Material Debt Documents which remains uncured or has not been expressly waived in writing. **[If unable to provide the foregoing certification, fully describe the reasons therefor and circumstances thereof and any action taken or proposed to be taken with respect thereto on a schedule attached hereto.]**

9. During **[the Fiscal Quarter ending ■/Fiscal Year ending ■]**, **[except: ■]****[NTD: Provide disclosure here]** and except for drawings under the ABL Credit Agreement, the Loan Parties have not incurred Indebtedness for borrowed money in an aggregate principal amount in excess of C\$1,000,000.

10. During **[the Fiscal Quarter ending ■/Fiscal Year ending ■]**,**[except: ■]****[NTD: Provide disclosure here]**, no Loan Party has entered into any Guarantees of any obligations (other than obligations of another Loan Party).

11. During **[the Fiscal Quarter ending ■/Fiscal Year ending ■]**,**[except: ■]****[NTD: Provide disclosure here]**, no Restricted Payment or Investment has been made by a Loan Party to any Person other than another Loan Party.

12. **[There have been no material changes in IFRS or GAAP used in the preparation of the Current Financial Statements.][Set forth in Schedule 5 hereto is a summary of all material changes in IFRS or GAAP used in the preparation of the Current Financial Statements.]**

13. Attached hereto as Schedule [7] is a discussion and analysis prepared by management of the Borrower with respect to the Current Financial Statements.

14. Attached hereto as Schedule [8] is a current schedule of all Unrestricted Subsidiaries.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned, in his/her capacity as a Responsible Officer the Borrower, has executed this certificate for and on behalf of the Borrower, and has caused this certificate to be delivered this \_\_\_\_ day of \_\_\_\_\_, 20[ ].

HUDSON'S BAY COMPANY ULC

By: \_\_\_\_\_  
Name:  
Title:

[Schedule 1  
to Compliance Certificate

FINANCIAL STATEMENTS AND RELATED DELIVERIES

(attached)]

[Schedule [2]  
to Compliance Certificate

CHANGES IN LEGAL NAMES, ETC.]

[Schedule [3]  
to Compliance Certificate

PROJECTIONS

(attached)]

Schedule [4]  
to Compliance Certificate

DESCRIPTION OF DEFAULTS OR EVENTS OF DEFAULT



Schedule [5]  
to Compliance Certificate

AVAILABILITY

The following is a reasonably detailed calculation of the Availability:

1.     Revolving Loan Cap:
  - (a)    Aggregate Revolving Commitments: \_\_\_\_\_
  - (b)    Borrowing Base: \_\_\_\_\_
  - (c)    lesser of Item 1(a) and Item 1(b): \_\_\_\_\_

minus
2.     Total Revolving Outstandings: \_\_\_\_\_
3.     Item 1(c) *minus* Item 2: \_\_\_\_\_

**Covenant:** The Loan Parties shall not permit Availability at any time to be less than the greater of (x) 10% of the Loan Cap and (y) C\$32,500,000.

Are the Loan Parties in compliance?   Yes \_\_\_\_\_   No \_\_\_\_\_

Schedule [6]<sup>1</sup>  
to Compliance Certificate

CONSOLIDATED FIXED CHARGE COVERAGE RATIO

1. Consolidated EBITDA for the Fiscal [Month][Quarter][Year]  
(the “Measurement Period”) ending \_\_\_\_\_:
- (a) Earnings (loss) before interest expense,  
income taxes, depreciation and amortization  
expense: \_\_\_\_\_
- Plus the following, to the extent deducted in  
determining the foregoing (or minus, the  
following, to the extent added in determining  
the foregoing, as applicable):
- (b) business and organization restructuring/  
realignment charges: \_\_\_\_\_
- Plus/minus, as applicable
- (c) merger/acquisition cost and expenses: \_\_\_\_\_
- Plus/minus, as applicable
- (d) non-cash charges (including non-cash foreign  
currency gains or losses): \_\_\_\_\_
- Plus/minus, as applicable
- (e) the net income or loss from discontinued operations: \_\_\_\_\_
- Plus/minus, as applicable
- (f) normalizing adjustments, if any, related to transactions  
that are not associated with day-to-day operations or  
that arise from unusual or infrequently occurring  
events including discontinued operations: \_\_\_\_\_
- (g) Consolidated EBITDA [The sum of Line 1(a)  
through Line 1(f)]<sup>2 3</sup>: \_\_\_\_\_

<sup>1</sup> The descriptions of the calculations set forth herein are sometimes abbreviated for simplicity; however, the terms in the Credit Agreement shall govern for all purposes. All amounts shall be determined in accordance with GAAP and calculated after giving pro forma effect to any transaction for which the Consolidated Fixed Charge Coverage Ratio must be satisfied.

<sup>2</sup> The calculation of Consolidated EBITDA for any period shall exclude the earnings of any Person that is not the Parent or a Restricted Subsidiary; provided that Consolidated EBITDA shall be increased by the aggregate amount of dividends, distributions or other payments actually paid in cash or cash equivalents (or to the extent subsequently converted to cash or cash equivalents) to the Borrower or a Restricted Subsidiary by such Person in respect of such period).

<sup>3</sup> There shall be included in determining Consolidated EBITDA for any period, without duplication, the Acquired EBITDA of any Person, property, business or asset acquired by the Parent or any Restricted Subsidiary during such period (but not the Acquired EBITDA of any related Person, property, business or assets to the extent not so acquired), to the extent not subsequently

2. Minus the following:
- (a) Capital Expenditures (net of tenant allowances paid by lessors and expenditures made by Persons other than a Loan Party for the account of the Parent and its Restricted Subsidiaries) made during such Measurement Period (other than Financed Capital Expenditures): \_\_\_\_\_
- Plus
- (b) income taxes paid in cash during such Measurement Period: \_\_\_\_\_
- (c) The sum of Line 2(a) and Line 2(b): \_\_\_\_\_
3. Line 1(g) minus Line 2(c): \_\_\_\_\_
4. Debt Service Charges during such Measurement Period:
- (a) interest expense paid in cash during such Measurement Period: \_\_\_\_\_
- Plus
- (b) scheduled payment of principal payments on account of Indebtedness during such Measurement Period: \_\_\_\_\_
- Plus
- (c) Restricted Payments during such Measurement Period (other than Restricted Payments made to a Loan Party): \_\_\_\_\_
- (d) Debt Service Charges [The sum of Line 4(a) through Line 4(c)]: \_\_\_\_\_
7. **CONSOLIDATED FIXED CHARGE COVERAGE RATIO**  
[Line 3 divided by Line 4(d)]: \_\_\_\_\_

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sold, transferred or otherwise disposed by the Parent or such Restricted Subsidiary during such period (each such Person, property, business or asset acquired and not subsequently so disposed of, an "Acquired Entity or Business"), based on the actual Acquired EBITDA of such Acquired Entity or Business for such period (including the portion thereof occurring prior to such acquisition). There shall be excluded in determining Consolidated EBITDA for any period the Disposed EBITDA of any Person, property or business sold, transferred or otherwise disposed of or, closed or classified as discontinued operations (but if such operations are classified as discontinued due to the fact that they are subject to an agreement to dispose of such operations, only when and to the extent such operations are actually disposed of) by the Parent or any Restricted Subsidiary during such period (each such Person, property, business or asset so sold or disposed of, a "Sold Entity or Business"), based on the actual Disposed EBITDA of such Sold Entity or Business for such period (including the portion thereof occurring prior to such sale, transfer or disposition).

Schedule [7]

to Compliance Certificate

MANAGEMENT DISCUSSION AND ANALYSIS

Schedule [8]  
to Compliance Certificate

UNRESTRICTED SUBSIDIARIES

**Schedule 1.01  
Guarantors**

HBC Canada Parent Holdings Inc.
The Bay Limited Partnership
The Bay Holdings ULC
HBC Bay Holdings I Inc.
HBC Bay Holdings II ULC
HBC Canada Parent Holdings 2 Inc.

**Schedule 1.04  
Extension Collateral**

<b>Asset</b>	<b>Interest</b>	<b>Pledgor</b>
<b>(1) <u>Riocan JV Equity</u>: Pledge of equity of RioCan-HBC Limited Partnership</b>		
HBC Holdings GP Inc.	100% of common shares	Hudson's Bay Company ULC
HBC Holdings LP	100% of Common Limited Partner Units and Preferred Limited Partner Units	Hudson's Bay Company ULC
<b>(2) <u>Neo Warrants</u></b>		
Neo Financial Technologies Inc.	Warrant certificate, dated February 9, 2021, to purchase, subject to vesting conditions, up to 2,951,574 non-voting common shares	Hudson's Bay Company ULC

**Schedule 1.06  
Permitted Holders**

<b>RAB</b>	<b>Rhone</b>
Richard A. Baker Lisa and Richard Baker Enterprises, LLC Lisa Baker Red Trust Yellow Trust Christina Baker Ashley S. Baker 3/15/84 Trust Christina Baker Trust for Grandchildren A Trust for Francesca Richman A Trust for Bettina Jane Richman A Trust for Emma Richman	Fabric Luxembourg Holdings S.à r.l. Fabric-Charles Holdings LP Rhône Capital L.L.C. Rhône Holdings V L.L.C. Rhône Capital V L.P. Rhône Partners V L.P. Rhône Offshore Partners V L.P. Rhône Coinvestment V LP Fabric Holdings LP Fabric II Equity Aggregator L.P.

Lion Trust for the benefit of Lauren Baker Pinkus Lion Trust for the benefit of Richard A. Baker Lion Trust for the benefit of Ashley S. Baker Robert C. Baker Trust for Grandchildren Article IV Trust under the Lee S. Neibart 2010 GRAT Lee Neibart WRS Advisors III, LLC WRS Advisors IV, LLC Richard Mack Blue Trust	
<b>Akellai Invest II Limited</b>	
<b>Abrams</b>  Abrams Capital Management, L.P. Abrams Capital Partners I, L.P. Abrams Capital Partners II, L.P. Whitecrest Partners, LP Great Hollow International, L.P. Riva Capital Partners V, L.P.	<b>Hanover</b>  Al Sariya Commercial Investments LLC Hanover Investments (Luxembourg) S.A. Abu Dhabi Investment Council Mubadala Investment Company PJSC

**Schedule 5.01**  
**Loan Parties Organizational Information**

<b>Legal Name</b>	<b>Type of Entity</b>	<b>Corporate Function</b>	<b>Registered Organization (Yes/No)</b>	<b>Corporation Number</b>	<b>Federal Taxpayer Identification Number/Similar Identification Number</b>	<b>Jurisdiction of Formation</b>
Hudson's Bay Company ULC Compagnie de la Baie D'Hudson SRI	Unlimited Liability Company	Operating Company	Yes	C1242939	102420296 RC0006	British Columbia
HBC Canada Parent Holdings Inc.	Corporation	Holding Company	Yes	BC1241423	745567537	British Columbia
HBC Bay Holdings I Inc.	Corporation	Holding Company	Yes	BC1330094	76948 1201	British Columbia
HBC Bay Holdings II ULC	Unlimited Liability Corporation	Holding Company	Yes	BC1330092	77004 5300	British Columbia
The Bay Holdings ULC	Unlimited Liability Corporation	Holding Company and employer entity for The Bay.com LLC	Yes	BC1329608	77011 3801	British Columbia
The Bay Limited Partnership / La Baie	Limited Partnership	Operating Company	Yes	1000009888	76962 3901	Ontario



Société en Commandite						
HBC Canada Parent Holdings Inc. 2.	Corporation	Holding Company	Yes	BC1330096	770041101RC001	British Columbia

**Schedule 5.06**  
**Litigation**

None.

**Schedule 5.08(b)(1)**  
**Owned Real Estate**

None.

**Schedule 5.08(b)(2)**  
**Leased Real Estate**

**CANADIAN ENTITIES - Leased Retail Locations**

<b>Entity Of Record</b>	<b>Common Name and Address</b>	<b>Purpose/Use</b>	<b>Landlord Contact Information</b>
Hudson's Bay Company ULC	Chinook Centre 6455 Macleod Trail S.W. Calgary, AB (B1138)	Bay Store Location	ONTREA INC. C/O THE CADILLAC FAIRVIEW CORP. LIMITED 20 QUEEN STREET WEST., 5TH FLOOR TORONTO,ONT. M5H 3R4
Hudson's Bay Company ULC	Chinook Centre 6455 Macleod Trail S.W. Calgary, AB (B1138A)	Bay Store Location	ONTREA INC. C/O THE CADILLAC FAIRVIEW CORP. LIMITED 20 QUEEN STREET WEST., 5TH FLOOR TORONTO,ONT. M5H 3R4
Hudson's Bay Company ULC	Downtown 200-8th Avenue S.W. Calgary, AB (B1114)	Bay Store Location	RIOCAN-HBC LIMITED PARTNERSHIP 401 BAY STREET, SUITE 2302 TORONTO, ONTARIO M5H 2Y4
Hudson's Bay Company ULC	Downtown 200-8th Avenue S.W. Calgary, AB (B1114K1)	Bay entrance	SCREO I 700 2 <sup>ND</sup> INC. C/O COLLIERS MACAULAY NICOLLS INC. 900 ROYAL BANK BUILDING, 335 – 8 <sup>TH</sup> AVE SW CALGARY ALBERTA T2P 1C9 ATTENTION: GENERAL MANAGER
Hudson's Bay Company ULC	Market Mall 3625 Shaganappi Trail N.W. Calgary, AB (B1144)	Bay Store Location	MARKET MALL LEASEHOLDS INC. 20 QUEEN STREET WEST, SUITE 500 TORONTO, ONTARIO M5H 3R4
Hudson's Bay Company ULC	Southcentre Mall 100 Anderson Road S.E. Calgary, AB (B1164)	Bay Store Location	OXFORD PROPERTIES RETAIL HOLDINGS INC. 100 ADELAIDE STREET WEST, SUITE 900 TORONTO, ONTARIO M5H 0E3 ATTN:VICE PRESIDENT, REM LEGAL

Hudson's Bay Company ULC	Sunridge Mall 2525 36 Street NE Calgary, AB (B1150)	Bay Store Location	SUNRIDGE MALL HOLDINGS INC. C/O PRIMARIS MANAGEMENT INC. 181 BAY STREET, SUITE 2720 TORONTO, ONTARIO M5J 2T3 ATTENTION - VICE PRESIDENT, LEGAL
Hudson's Bay Company ULC	Kingsway Garden Mall 109th St & Princess Eliz Ave Edmonton, AB (B1183)	Bay Store Location	KINGSWAY GARDEN HOLDINGS INC. C/O OXFORD PROPERTIES GROUP 100 ADELAIDE STREET WEST, SUITE 900 TORONTO, ONTARIO, M5H 0E3 ATTN: VICE PRESIDENT, LEGAL
Hudson's Bay Company ULC	Londonderry Mall 137th Ave. & 66th St. Edmonton, AB (B1135)	Bay Store Location	LONDONDERRY SHOPPING CENTRE INC. C/O CUSHMAN & WAKEFIELD ASSET SERVICES INC. 161 BAY STREET, SUITE 1500 TORONTO, ONTARIO M5J 2S1
Hudson's Bay Company ULC	Southgate Shopping Centre 111th St. & 51st Avenue Edmonton, AB (B1125)	Bay Store Location	IVANHOE CAMBRIDGE II INC. AND OPB (SOUTHGATE) INC. IVANHOE CAMBRIDGE INC., EDIFICE JACQUES- PARIZEAU 1001 RUE DU SQUARE-VICTORIA MONTREAL, QUEBEC H2Z 2B5
Hudson's Bay Company ULC	West Edmonton Mall 8770 170th St. NW Ste 1001 Edmonton, AB (B1147)	Bay Store Location	WEST EDMONTON MALL PROPERTY INC. SUITE 3000 8882 - 170TH STREET EDMONTON ALBERTA T5T 4M2
Hudson's Bay Company ULC	Lethbridge Centre 200 4th Avenue South Lethbridge, AB (B1148)	Bay Store Location	LETHCENTRE INC C/O MELCOR DEVELOPMENTS LTD. 900,10310 JASPER AVENUE EDMONTON, ALBERTA T5J 1Y8 ATTN: VP INVESTMENT PROPERTY DIVISION

Hudson's Bay Company ULC	Medicine Hat Mall 3292 Dunmore Road S.E. Medicine Hat, AB (B1136)	Bay Store Location	MEDICINE HAT MALL INC. C/O PRIMARIS MANAGEMENT. INC., 181 BAY STREET, SUITE 2720 TORONTO, ONTARIO M5J 2T3 ATTENTION: SENIOR VP LEGAL
Hudson's Bay Company ULC	Bower Place 4900 Molly Bannister Dr. Red Deer, AB (B1116)	Bay Store Location	BCIMC REALTY CORPORATION & BOWER PLACE HOLDINGS INC. C/O QUADREAL PROPERTY GROUP 666 BURRARD STREET, SUITE 800 VANCOUVER, B.C. V6C 2X8
Hudson's Bay Company ULC	St. Albert Centre 330 St. Albert Road St. Albert, AB (B1145)	Bay Store Location	ST. ALBERT CENTRE HOLDINGS INC. C/O PRIMARIS MANAGEMENT INC.  181 BAY STREET, SUITE 2720 TORONTO, ONTARIO, M5J 2T3 ATTENTION: VICE PRESIDENT LEGAL
Hudson's Bay Company ULC	Sevenoaks Shopping Centre 32900 South Fraser Way Abbotsford, BC (B1162)	Bay Store Location	585562 BC LTD. C/O MORGUARD INVESTMENTS LTD. 55 CITY CENTRE DRIVE SUITE 800 MISSISSAUGA, ONT. L5B 1M3 ATTN: VP RETAIL PROPERTY MANAGEMENT
Hudson's Bay Company ULC	Metropolis At Metrotown 4850 Kingsway Burnaby, BC (B1127)	Bay Store Location	IVANHOE CAMBRIDGE II INC. IVANHOE CAMBRIDGE INC., EDIFICE JACQUES- PARIZEAU 1001 RUE DU SQUARE-VICTORIA MONTREAL, QUEBEC H2Z 2B5

Hudson's Bay Company ULC	Coquitlam Centre 100-2929 Barnet Highway Coquitlam, BC (B1171)	Bay Store Location	PENSIONFUND REALTY LIMITED 2929 BARNET HIGHWAY PORT COQUITLAM, BC V3B 5R5 ATTN: VP OPERATIONS
Hudson's Bay Company ULC	Aberdeen Mall 300-1320 TransCan Hwy W Kamloops, BC (B1106)	Bay Store Location	ABERDEEN KAMLOOPS MALL LIMITED C/O CUSHMAN & WAKEFIELD ASSET SERVICES 161 BAY STREET, SUITE 1500 TORONTO, ONT M5J 2S1
Hudson's Bay Company ULC	Orchard Park Shopping Centre #1415, 2271 Harvey Ave. Kelowna, BC (B1119)	Bay Store Location	ORCHARD PARK SHOPPING CENTRE HOLDINGS INC. C/O PRIMARIS MANAGEMENT INC.  181 BAY STREET, SUITE 2720 TORONTO ONTARIO M5J 2T5 ATTN VICE PRESIDENT LEGAL
Hudson's Bay Company ULC	Willowbrook Shopping Centre #320-19705 Fraser Hwy. Langley, BC (B1107)	Bay Store Location	2725312 CANADA INC. & 2973758 CANADA INC. & WILLOWBROOK LANGLEY HOLDINGS INC. C/O QUADREAL PROPERTY GROUP LIMITED 666 BURNARD STREET, SUITE 800 VANCOUVER, B.C. V6C 2X8 ATTN: EXECUTIVE VP, CANADIAN REAL ESTATE
Hudson's Bay Company ULC	Woodgrove Centre 6631 Island Hwy. Nanaimo, BC (B1118)	Bay Store Location	CENTRAL WALK WOODGROVE SHOPPING CENTRE INC. 730 – 4400 HAZELBRIDGE WAY RICHMOND, BRITISH COLUMBIA V6X 3R8
Hudson's Bay Company ULC	Cherry Lane Shopping Centre 2111 Main Street Penticton, BC (B1149)	Bay Store Location	CHERRY LANE SHOPPING CENTRE HOLDINGS LTD. C/O MANULIFE INVESTMENT MANAGEMENT 250 BLOOR STREET EAST, 15 <sup>TH</sup> FLOOR TORONTO, ON, M4W 1E5 ATTENTION: HEAD OF REAL ESTATE MANAGEMENT



Hudson's Bay Company ULC	Parkwood Mall 140 -1600 15th Avenue Prince George, BC (B1109)	Bay Store Location	LOON PROPERTIES (PRINCE GEORGE) INC. C/O BENTALLGREENOAK (CANADA) LP VILLAGE GREEN SHOPPING CENTRE – ADMINISTRATION OFFICE #360-4900 27 <sup>TH</sup> STREET VERNON, BC V1T 7G7 ATTENTION: GENERAL MANAGER
Hudson's Bay Company ULC	Richmond Centre 6060 Minoru Boulevard Richmond, BC (B1111)	Bay Store Location	RCCOM LP & AIMCO REALTY INVESTORS LP C/O CADILLAC FAIRVIEW CORPORATION LIMITED 20 QUEEN STREET WEST., 5TH FLOOR TORONTO,ONT. M5H 3R4
Hudson's Bay Company ULC	Guildford Shopping Centre 1400 Guildford Town Centre Surrey, BC (B1142)	Bay Store Location	GUILDFORD TOWN CENTRE LIMITED PARTNERSHIP & LASALLE CANADA C/O IVANHOE CAMBRIDGE II INC. IVANHOE CAMBRIDGE INC., EDIFICE JACQUES- PARIZEAU 1001 RUE DU SQUARE-VICTORIA MONTREAL, QUEBEC H2Z 2B5
Hudson's Bay Company ULC	Downtown 674 Granville Street Vancouver, BC (B1101)	Bay Store Location	RIOCAN-HBC LIMITED PARTNERSHIP 401 BAY STREET, SUITE 2302 TORONTO, ONTARIO M5H 2Y4
Hudson's Bay Company ULC	Park Royal Shopping Centre 725 Park Royal North Vancouver, BC (B1161)	Bay Store Location	PARK ROYAL SHOPPING CENTRE HOLDINGS LTD. C/O MAPLE LEAF PROPERTY MANAGEMENT 17 <sup>TH</sup> FLOOR, 900 GEORGIA STREET VANCOUVER, BC V6C2W6
Hudson's Bay Company ULC	Park Royal Shopping Centre 725 Park Royal North Vancouver, BC (B1161A)	Bay Store Location	PARK ROYAL SHOPPING CENTRE HOLDINGS LTD. C/O MAPLE LEAF PROPERTY MANAGEMENT 17 <sup>TH</sup> FLOOR, 900 GEORGIA STREET VANCOUVER, BC V6C2W6

Hudson's Bay Company ULC	Village Green Mall 4900, 27th Street Vernon, BC (B1104)	Bay Store Location	OPTRUST RETAIL INC. C/O BENTALL RETAIL SERVICES LP 4900-27TH STREET VERNON, B.C. V1T 7G7
Hudson's Bay Company ULC	Mayfair Shopping Centre 221-3125 Douglas Street Victoria, BC (B1108)	Bay Store Location	CENTRAL WALK MAYFAIR SHOPPING CENTRE INC. 370 – 4400 HAZELBRIDGE WAY RICHMOND, BC V6X 3R8
Hudson's Bay Company ULC	The Bay Centre Centre - 1150 Douglas St. Victoria, BC (B1139)	Bay Store Location	TBC NOMINEE INC.  C/O MANULIFE INVESTMENT MANAGEMENT 250 BLOOR STREET EAST, 15 <sup>TH</sup> FLOOR TORONTO, ON M4W 1E5
Hudson's Bay Company ULC	Polo Park Shopping Centre 1485 Portage Ave Winnipeg, MB (B1140)	Bay Store Location	ONTREA INC. 20 QUEEN STREET WEST, SUITE 500 TORONTO, ONTARIO M5H 3R4
Hudson's Bay Company ULC	St. Vital Shopping Centre 1225 St. Mary's Road Winnipeg, MB (B1117)	Bay Store Location	OPB REALTY INC. C/O BENTALLGREENOAK (CANADA) LP ST. VITAL CENTRE, ADMINISTRATION OFFICE 86 – 1225 ST. MARY'S ROAD WINNIPEG, MANITOBA R2M 5E5
Hudson's Bay Company ULC	Mic Mac Mall 21 Micmac Blvd. Dartmouth, NS (B1646)	Bay Store Location	MIC MAC LIMITED PARTNERSHIP C/O CUSHMAN & WAKEFIELD ASSET SERVICES 21 MIC MAC BOULEVARD – LEVEL 3 DARTMOUTH, ns B2A 4N3
Hudson's Bay Company ULC	Mayflower Mall 800 Grand Lake Road Sydney, NS (B1647)	Bay Store Location	NSAHOPP MAYFLOWER INC AND HOOPP REALTY INC C/O MCCOR MANAGEMENT 21 ST. CLAIR AVE EAST, STE 1201 TORONTO, ON, M4T 1L9 ATTN: PRESIDENT

Hudson's Bay Company ULC	Georgian Mall 465 Bayfield Street Barrie, ON (B1535)	Bay Store Location	RIOCAN HOLDINGS INC. C/O RIOCAN MANAGEMENT INC. GEORGIAN MALL ADMIN. OFFICE 509 BAYFIELD ST., BARRIE , ON., L4M 4Z8
Hudson's Bay Company ULC	Bramalea City Centre 25 Peel Centre Drive Brampton, ON (B1517)	Bay Store Location	MORGUARD CORPORATION & BRAMALEA CITY CENTRE EQUITIES INC. 55 CITY CENTRE DRIVE, SUITE 1000 MISSISSAUGA, ONTARIO L5B 1M3
Hudson's Bay Company ULC	Burlington Mall 777 Guelph Line Burlington, ON (B1524)	Bay Store Location	3056376 CANADA INC. 1384 GREENE AVE, SUITE 200 WESTMOUNT, QUEBEC M6A 2B1 ATTN: BARRY FEINSTEIN
Hudson's Bay Company ULC	Mapleview Centre 900 Maple Avenue Burlington, ON (B1537)	Bay Store Location	IVANHOE CAMBRIDGE II INC. AND CANAPEN (HALTON) LTD. IVANHOE CAMBRIDGE INC., EDIFICE JACQUES- PARIZEAU 1001 RUE DU SQUARE-VICTORIA MONTREAL, QUEBEC H2Z 2B5
Hudson's Bay Company ULC	Cambridge Centre 355 Hespeler Road Cambridge, ON (B1576)	Bay Store Location	MORGUARD REAL ESTATE INVESTMENT TRUST 55 CITY CENTRE DRIVE, SUITE 800 MISSISSAUGA, ONTARIO L5B 1M3
Hudson's Bay Company ULC	Sherway Gardens 25 The West Mall Etobicoke, ON (B1544)	Bay Store Location	THE CADILLAC FAIRVIEW CORPORATION LIMITED  RE: CF SHERWAY GARDENS ADMINISTRATION OFFICE 25 THE WEST MALL, BOX 101 ETOBICOKE, ONTARIO M9C 1B8
Hudson's Bay Company ULC	Woodbine Centre 500 Rexdale Blvd. at Hwy #27 Etobicoke, ON (B1522)	Bay Store Location	WOODBINE MALL HOLDINGS INC. 500 REXDALE BLVD, ADMIN OFFICE ETOBICOKE, ONTARIO M9W 6K5

Hudson's Bay Company ULC	Limeridge Mall 999 Upper Wentworth St. Hamilton, ON (B1550)	Bay Store Location	ONTREA INC. 20 QUEEN STREET WEST SUITE 500 TORONTO, ONTARIO M5H 3R4
Hudson's Bay Company ULC	Cataraqui Town Centre 945 Gardiners Road Kingston, ON (B1644)	Bay Store Location	CATARAQUI HOLDINGS INC. C/O PRIMARIS MANAGEMENT INC.181 BAY STREET, SUITE 2720 TORONTO ONTARIO M5J 2T5 ATTN VICE PRESIDENT LEGAL
Hudson's Bay Company ULC	Fairview Park 3050 Kingsway Drive Kitchener, ON (B1542)	Bay Store Location	ONTREA INC. & CF/REALTY HOLDINGS INC. 20 QUEEN STREET WEST, SUITE 500 TORONTO, ONTARIO M5H 3R4
Hudson's Bay Company ULC	Masonville 1680 Richmond Street London, ON (B1527)	Bay Store Location	CF/REALTY HOLDINGS INC. 20 QUEEN STREET WEST SUITE 500 TORONTO, ONTARIO M5H 3R4
Hudson's Bay Company ULC	Whiteoaks Mall 1105 Wellington Rd. South London, ON (B1541)	Bay Store Location	WHITE OAKS MALL HOLDINGS LTD.  C/O WESTDELL DEVELOPMENT CORPORATION 1701 RICHMOND STREET, SUITE 3B LONDON, ONTARIO N5X 3Y2
Hudson's Bay Company ULC	Markville Shopping Centre 5000 Hwy #7 & McCowan Markham, ON (B1532)	Bay Store Location	CF MARKVILLE MALL REC INC. 5000 HIGHWAY 7 EAST, ADMINISTRATION OFFICE MARKHAM, ONTARIO L3R 4M9
Hudson's Bay Company ULC	Erin Mills Town Centre 5100 Erin Mills Parkway Mississauga, ON (B1523)	Bay Store Location	EMTC HOLDINGS INC.. C/O CUSHMAN & WAKEFIELD ASSET SERVICES INC. 5100 ERIN MILLS PARKWAY, P.O. BOX A MISSISSAUGA ONTARIO L5M 4Z5
Hudson's Bay Company ULC	Square One Hwy10/Burnhamthorpe R W Mississauga, ON (B1518)	Bay Store Location	OMERS REALTY MANAGEMENT CORP. & SQUARE ONE PROPERTY CORP. EY TOWER 900 - 100 ADELAIDE ST. W TORONTO, ON, M5H OE2 ATTENTION: VP REM LEGAL

Hudson's Bay Company ULC	Square One Hwy10/Burnhamthorpe R W Mississauga, ON (B1518A)	Bay Store Location	OMERS REALTY MANAGEMENT CORP. & SQUARE ONE PROPERTY CORP.  EY TOWER 900 - 100 ADELAIDE ST. W TORONTO, ON, M5H 0E2 ATTENTION: VP REM LEGAL
Hudson's Bay Company ULC	Upper Canada Mall 17600 Yonge St. N. Newmarket, ON (B1531)	Bay Store Location	OXFORD PROPERTIES RETAIL HOLDINGS II INC. AND CPPIB UPPER CANADA MALL INC. C/O OXFORD PROPERTIES 200 BAY STREET, TORONTO ON SUITE 900 ATTN: CORPORATE SECRETARY
Hudson's Bay Company ULC	Centerpoint Mall 6500 Yonge Street North York, ON (B1515)	Bay Store Location	REVENUE PROPERTIES COMPANY LIMITED SUITE N-2, 6500 YONGE STREET TORONTO, ONTARIO M2M 3X4
Hudson's Bay Company ULC	Yorkdale Shopping Centre 3401 Dufferin St. (Hwy. 401) North York, ON (B1554)	Bay Store Location	YORKDALE SHOPPING CENTRE HOLDINGS INC. C/O OXFORD PROPERTIES GROUP 900-100 ADELAIDE STREET WEST TORONTO, ONTARIO M5H 0E2 ATTN: VICE PRESIDENT, LEGAL
Hudson's Bay Company ULC	Oakville Place 240 Leighland Road Oakville, ON (B1530)	Bay Store Location	RIOCAN HOLDINGS (OAKVILLE PLACE) INC. C/O RIOCAN MANAGEMENT INC. 240 LEIGHLAND AVE. OAKVILLE ONTARIO, L6H 3H6 ATTN: PROPERTY ADMINISTRATOR
Hudson's Bay Company ULC	Place D'Orleans Shopping Centre 110 Place d'Orléans Drive Orleans, ON (B1618)	Bay Store Location	PLACE D'ORLEANS HOLDINGS INC. C/O PRIMARIS MANAGEMENT INC 181 BAY STREET, SUITE 2720 TORONTO ONTARIO M5J 2T5 ATTENTION: VICE PRESIDENT LEGAL

Hudson's Bay Company ULC	Oshawa Centre 419 King Street West Oshawa, ON (B1526)	Bay Store Location	7503067 CANADA INC. C/O IVANHOE CAMBRIDGE INC.. IVANHOE CAMBRIDGE INC., EDIFICE JACQUES- PARIZEAU 1001 RUE DU SQUARE-VICTORIA MONTREAL, QUEBEC H2Z 2B5
Hudson's Bay Company ULC	Bayshore Shopping Centre 100 Bayshore Drive, Ottawa, ON (B1634)	Bay Store Location	KS C/O CUSHMAN & WAKEFIELD ASSET SERVICES ULC 100 BAYSHORE DRIVE OTTAWA, ON K2B 8C1
Hudson's Bay Company ULC	Rideau Centre 73 Rideau Street Ottawa, ON (B1631)	Bay Store Location	RIOCAN-HBC LIMITED PARTNERSHIP 401 BAY STREET, SUITE 2302 TORONTO, ONTARIO M5H 2Y4
Hudson's Bay Company ULC	St. Laurent Shopping Centre 1200 St. Laurent Boulevard Ottawa, ON (B1633)	Bay Store Location	713949 ONTARIO LTD. C/O MGMT OFFICE ST. LAURENT CTR - 1200 ST. LAURENT BLVD OTTAWA, ONTARIO K1K 3B8
Hudson's Bay Company ULC	Pickering Town Centre 1355 Kingston Road Pickering, ON (B1533)	Bay Store Location	PTC OWNERSHIP LP C/O SALTHILL PROPERTY MANAGEMENT INC 300 – 130 BLOOR STREET WEST TORONTO, ON M5S 1N5
Hudson's Bay Company ULC	Hillcrest Mall 9350 Yonge Street Richmond Hill, ON (B1547)	Bay Store Location	MONTEZ HILLCREST INC. AND HILLCREST HOLDINGS INC. C/O OXFORD RETAIL GROUP 100 ADELAID STREET WEST, SUITE 900 TORONTO, ONTARIO M5H 0E3 ATTN: VICE PRESIDEN LEGAL
Hudson's Bay Company ULC	Eglinton Square Victoria Park & O'Connor Dr. Scarborough, ON (B1512)	Bay Store Location	KS EGLINTON SQUARE INC. C/O BENTALLGREENOAK ( CANADA) LP 1875 BUCKHORN GATE, SUITE 601 MISSISSAUGA, ONTARIO L4W 5P1 ATTENTION: MANAGING DIRECTOR RETAIL SERVICES

Hudson's Bay Company ULC	Scarborough Town Centre 300 Borough Drive Scarborough, ON (B1546)	Bay Store Location	SCARBOROUGH TOWN CENTRE HOLDINGS INC. 900-100 ADELAIDE STREET WEST TORONTO, ONTARIO M5H 0E3 ATN: VICE PRESIDENT LEGAL
Hudson's Bay Company ULC	Pen Centre 221 Glendale Avenue St. Catharines, ON (B1573)	Bay Store Location	OPB REALTY INC. C/O BENTALLGREENOAK (CANADA) LP PEN CENTRE, ADMIN OFFICE 221 GLENDALE AVENEUE ST CATHARINES, ON L3T 2K9
Hudson's Bay Company ULC	Downtown 176 Yonge Street Toronto, ON (B1560)	Bay Store Location	ONTREA INC. C/O CADILLAC FAIRVIEW 20 QUEEN STREET WEST SUITE 500 TORONTO, ONTARIO M5H 3R4
Hudson's Bay Company ULC	Fairview Mall 1800 Sheppard Ave. East Toronto, ON (B1514)	Bay Store Location	CF/REALTY HOLDINGS INC. & FVM PROPERTY INC. 20 QUEEN ST.W. SUITE 500 TORONTO. ONTARIO. M5H 3R4
Hudson's Bay Company ULC	Conestoga Mall 550 King Street North Waterloo, ON (B1575)	Bay Store Location	CONESTOGA MALL HOLDINGS INC C/O PRIMARIS MANAGEMENT INC 181 BAY STREET, SUITE 2720 TORONTO ONTARIO M5J 2T5 ATTENTION: VICE PRESIDENT LEGAL
Hudson's Bay Company ULC	Devonshire Mall 3030 Howard Avenue Windsor, ON (B1543)	Bay Store Location	RIOCAN-HBC LIMITED PARTNERSHIP 401 BAY STREET, SUITE 2302 TORONTO, ONTARIO M5H 2Y4
Hudson's Bay Company ULC	Les Galeries D'Anjou 7895, boul. Les Galeries-d'Anjou Anjou, QC (B1612)	Bay Store Location	IVANHOE CAMBRIDGE INC – ANJOU ., EDIFICE JACQUES-PARIZEAU 1001 RUE DU SQUARE-VICTORIA, SUITE C-500 MONTREAL, QUEBEC H2Z 2B5
Hudson's Bay Company ULC	Champlain Mall 2151, boul. Lapinière Brossard, QC (B1649)	Bay Store Location	9015086 CANADA INC. C/O COMINAR REAL ESTATE INVESTMENT TRUST COMPLEX JULES-DALLAIRE - T3, STE 850 2820 LAURIER BLVD. QUEBEC QC G1V 0C1

Hudson's Bay Company ULC	Les Promenades De L'Outaouais 1100 ouest, boul. Maloney Gatineau, QC (B1637)	Bay Store Location	LES PROMENADES GATINEAU HOLDING INC C/O WESTCLIFF MANAGEMENT LTD 600 BOULEVARD DE MAISONNEUVE WEST MONTREAL, QUEBEC H3A 3J2
Hudson's Bay Company ULC	Carrefour Angrignon 7077 Newman Blvd. LaSalle, Quebec (B1617)	Bay Store Location	CARREFOUR RICHELIEU REALTIES LTD. 600 DE MAISONNEUVE BOUL. WEST SUITE 2600 MONTREAL, QUEBEC, H3A 3J2
Hudson's Bay Company ULC	Carrefour Laval 3045 Boulevard Le Carrefour Laval, QC (B1613)	Bay Store Location	THE CADILLAC FAIRVIEW CORPORATION LIMITED RE: CF CARREFOUR LAVAL 3003 LE CARREFOUR BLVD., ADMINISTRATION OFFICE LAVAL, QUEBEC H7T 1C7 ATTENTION: GENERAL MANAGER
Hudson's Bay Company ULC	Centre Laval 1600 Boulevard Le Corbusier Laval, QC (B1606)	Bay Store Location	COMINAR REIT/ HOMBURG TRUST (186) 3400 DE MAISONNEUVE BLVD WEST, STE 1010 MONTREAL QUEBEC H3Z 3B8
Hudson's Bay Company ULC	Centre Commercial Rockland 2435 Rockland Road Montreal, QC (B1607)	Bay Store Location	COMINAR REAL ESTATE INVESTMENT TRUST 2305 ROCKLAND SUITE 41 MOUNT-ROYAL, QUEBEC H3P 3E9
Hudson's Bay Company ULC	Downtown 585 Ste-Catherine St. W. Montreal, QC (B1601)	Bay Store Location	RIOCAN-HBC LIMITED PARTNERSHIP 401 BAY STREET, SUITE 2302 TORONTO, ONTARIO M5H 2Y4
Hudson's Bay Company ULC	Fairview Pointe Claire 6790 Route TransCanada Pointe Claire, QC (B1611)	Bay Store Location	FAIRVIEW POINTE-CLAIRE LEASEHOLDS INC. C/O THE CADILLAC FAIRVIEW CORPORATION LTD 20 QUEEN ST. W. 3RD FLOOR TORONTO ONTARIO M5H 3R4



Hudson's Bay Company ULC	Fairview Pointe Claire 6790 Route TransCanada Pointe Claire, QC (B1611A)	Auto centre lands	FAIRVIEW POINTE-CLAIRE LEASEHOLDS INC. C/O THE CADILLAC FAIRVIEW CORPORATION LTD 20 QUEEN ST. W. 3RD FLOOR TORONTO ONTARIO M5H 3R4
Hudson's Bay Company ULC	Les Galeries De La Capitale 5401 boulevard des Galeries Quebec City, QC (B1640)	Bay Store Location	LES GALERIES DE LA CAPITALE HOLDINGS INC. C/O OXFORD PROPERTIES GROUP 100 ADELAIDE ST. W., SUITE 900 TORONTO, ONTARIO M5H 0E2 ATTENTION: VP LEGAL
Hudson's Bay Company ULC	Place Rosemere Shopping Centre 401 Boulevard Labelle Rosemere, QC (B1638)	Bay Store Location	PLACE ROSEMERE INC. 55 CITY CENTRE DRIVE, SUITE 800 MISSISSAUGA, ONTARIO L5B 1M3
Hudson's Bay Company ULC	Carrefour De L'Estrrie 3000 boul. de Portland Sherbrooke, QC (B1616)	Bay Store Location	CENTRE DE L'ESTRIE INC. 630 SAINT-PAUL STREET WEST, SUITE 600 MONREAL, QC, H3C 1L9 ATTN.: TERRY VIOLI
Hudson's Bay Company ULC	Les Promenades St Bruno 800 Bouevard des Promenades St-Bruno, QC (B1610)	Bay Store Location	ONTREA INC. C/O CADILLAC FAIRVIEW 20 QUEEN ST. WEST SUITE 500 TORONTO, ON M5H 3R4
Hudson's Bay Company ULC	Cornwall Centre 2150 -11th Avenue Regina, SK (B1113)	Bay Store Location	CORNWALL CENTRE INC. C/O CUSHMAN & WAKEFIELD ASSET SERVICES INC. 202 2114 11 <sup>TH</sup> AVENUE REGINA, SK S4P 0J5

Hudson's Bay Company ULC	Midtown Plaza 201 First Avenue South Saskatoon, SK (B1112)	Bay Store Location	MIDTOWN PLAZA INC. AS GENERAL PARTNER OF MPLP C/O CUSHMAN WAKEFIELD ASSET SERVICES INC.  161 BAY STREET, SUITE 1500 TORONTO, ONT M5J 2S1
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**CANADIAN ENTITIES – Leased Distribution Centers, Warehouses and Office Locations**

Entity Of Record	Common Name and Address	Lessor Name	Lessor Contact Information	Purpose/Use
Hudson's Bay Company ULC	VANCOUVER LOGISTICS 18111 Blundell road Richmond, BC (BB1160W)	PIRET (18111 Blundell Road) Holdings Inc.	405 BRITANNIA ROAD EAST, SUITE 202  MISSISSAUGA, ON L4Z 3E6	Distribution and/or Warehouse Facility, Partially vacant and a portion of the space is subleased
Hudson's Bay Company ULC	SLC SCARBOROUGH LOGISTICS 100 Metropolitan Road Scarborough, ON (BB1568W)	100 Metropolitan Portfolio Inc.	3625 Dufferin Street, Suite 500 Toronto, ON M3K 1N4 Attention: Lease Administrator  And  3625 Dufferin Street, Suite 500 Toronto, ON M3K 1N4 Attention: Legal Department	Distribution and/or Warehouse Facility
Hudson's Bay Company ULC	EBTC E-COMM - BIG TICKET 160 Carrier Drive Toronto, ON (BB1578W1)	Ontari Holdings Ltd.	c/o One Property Management Ltd. Partnership  SUITE 2710, 333 BAY STREET TORONTO, ON M5H 2R2	Distribution and/or Warehouse Facility

Hudson's Bay Company ULC	TLC TORONTO LOGISTICS 145 Carrier Drive Toronto, ON (BB1516W1)	BCIMC Realty Corporation	c/o Quadreal Property Group 2000 Argentia Rd., Plaza 5, Suite 101 Mississauga, Ontario L5N 2R7  Attention: Vice President Investment Management	Distribution and/or Warehouse Facility
Hudson's Bay Company ULC	SIMPSON TOWER 401 Bay Street Toronto, ON (BB2450)	Ontrea Inc.	c/o The Cadillac Fairview Corporation Limited Ontrea Inc. 20 Queen Street West, 5 <sup>th</sup> Floor Toronto, ON M5H 3R4 Attention: Vice-President, National Property Operations  And  Fairview Corporation Limited Ontrea Inc. 20 Queen Street West, 5 <sup>th</sup> Floor Toronto, ON M5H 3R4 Attention: Toronto Eaton Centre General Manager  Both telecopier # 416-598-8222	Hudson's Bay Office Tower & Office Space

# **CANADIAN ENTITIES – Saks Leased Retail Locations**

<b>Company (Entity of Record)</b>	<b>Common Name and Address</b>	<b>Lessor Name</b>	<b>Lessor Contact Information</b>	<b>Purpose/Use</b>
Hudson's Bay Company ULC	Eaton Centre 176 Yonge Street Toronto, ON	Ontrea Inc.	Ontrea Inc.  c/o Cadillac Fairview Corporation Limited  20 Queen Street West, Toronto, Ontario  M5H 3R4  Att: Executive VP National Operations	Saks Fifth Avenue
Hudson's Bay Company ULC	Sherway Gardens 25 The West Mall Toronto, ON	Ontrea Inc.	Ontrea Inc.  c/o Cadillac Fairview Corporation Limited  20 Queen Street West, Toronto, Ontario  M5H 3R4  Att: Executive VP National Operations	Saks Fifth Avenue
Hudson's Bay Company ULC	Chinook Centre Calgary, AB	Ontrea Inc.	Ontrea Inc.  c/o Cadillac Fairview Corporation Limited  20 Queen Street West, Toronto, Ontario  M5H 3R4  Att: Executive VP National Operations	Saks Fifth Avenue

<b>Company (Entity of Record)</b>	<b>Common Name and Address</b>	<b>Lessor Name</b>	<b>Lessor Contact Information</b>	<b>Purpose/Use</b>
Hudson's Bay Company ULC	Tanger Outlet 8555 Campeau Drive Kanata, ON	Riocan Holdings (TJV) Inc. & 1633272 Alberta ULC.	Riocan Management Inc.  700 Lawrence Avenue West, suite 315  Toronto, Ontario M6A 3B4, Att: Danny Kissoon	Saks Off Fifth
Hudson's Bay Company ULC	The Outlet Collection 300 Taylor Road Niagara-On-The- Lake, ON	The Outlet Collection (Niagara) Limited	The Outlet Collection (Niagara) Limited  c/o Ivanhoe Cambridge  95 Wellington Street west, Suite 300  Toronto, Ontario M5H 2Y4  Att: Legal Affairs	Saks Off Fifth
Hudson's Bay Company ULC	Vaughan Mills 1 Bass Pro Mills Drive Vaughan, ON	Ivanhoe Cambridge II Inc.	Ivanhoe Cambridge II Inc.  c/o Ivanhoe Cambridge  95 Wellington Street west, Suite 300  Toronto, Ontario M5H 2Y4  Att: Legal Affairs	Saks Off Fifth
Hudson's Bay Company ULC	Premium Outlets Halton Hills 13850 Steeles Avenue West Halton Hills, ON	Halton Hills Shopping Centre Partnership	Halton Hills Shopping Centre Partnership  c/o Simon Property Group- Premium Outlets	Saks Off Fifth

Company (Entity of Record)	Common Name and Address	Lessor Name	Lessor Contact Information	Purpose/Use
			105 Eisenhower Parkway, 1 <sup>st</sup> floor  Roseland, NJ 07068  Att:Matthew Broas,SVP and Legal Counsel	
Hudson's Bay Company ULC	Crossiron Mills 261055 Crossiron Bvld Rocky View, AB	Crossiron Mills Holdings Inc.	Crossiron Mills Holdings Inc.  c/o Ivanhoe Cambridge  95 Wellington Street west, Suite 300  Toronto, Ontario M5H 2Y4  Att: Legal Affairs	Saks Off Fifth
Hudson's Bay Company ULC	Queensway (Sherway) 1950 The Queensway Toronto, ON	Horner Developments Ltd, Paul Mantella Limited & F.M & F Properties Limited	Horner Developments Ltd, Paul Mantella Limited & F.M & F Properties Limited  c/o Fima Developments  313 Horner avenue  Toronto, Ontario M8W 1Z5  Att: Jason Ffidani	Saks Off Fifth
Hudson's Bay Company ULC	Rideau Street 73 Rideau Street Ottawa, ON	Riocan-HBC Limited Partnership	Riocan-HBC Limited Partnership  698 LawrenceAvenue West  Toronto, OntarioM6A 3A5	Saks Off Fifth



<b>Company (Entity of Record)</b>	<b>Common Name and Address</b>	<b>Lessor Name</b>	<b>Lessor Contact Information</b>	<b>Purpose/Use</b>
			Att: SVP & General Counsel	
Hudson's Bay Company ULC	Tsawwassen Mills 5000 Canoe Pass Way Tsawwassen, BC	Ivanhoe Cambridge II Inc.	Ivanhoe Cambridge II Inc.  c/o Ivanhoe Cambridge  95 Wellington Street west, Suite 300  Toronto, Ontario M5H 2Y4  Att: Legal Affairs	Saks Off Fifth
Hudson's Bay Company ULC	Outlet Collection Winnipeg 555 Sterling Lyon Parkway Winnipeg, MB	The Outlet Collection at Winnipeg Limited & Seasons Retail Corp.	The Outlet Collection at Winnipeg Limited & Seasons Retail Corp.  c/o Ivanhoe Cambridge  95 Wellington Street west, Suite 300  Toronto, Ontario M5H 2Y4  Att: Legal Affairs	Saks Off Fifth
Hudson's Bay Company ULC	Place Ste. Foy 2450 Blvd. Laurier Ste. Foy, QC	Ivanhoe Ste-Foy Inc.	Ivanhoe Ste-Foy Inc.  c/o Ivanhoe Cambridge  95 Wellington Street west, Suite 300	Saks Off Fifth

<b>Company (Entity of Record)</b>	<b>Common Name and Address</b>	<b>Lessor Name</b>	<b>Lessor Contact Information</b>	<b>Purpose/Use</b>
			Toronto, Ontario M5H 2Y4  Att: Legal Affairs	
Hudson's Bay Company ULC	Pickering Town Centre 1355 Kingston Road Pickering, ON	OPB Realty Inc.	OPB Realty Inc.  c/o Cushman Wakefield asset Services Inc.  One Queen Street East, Suite 300  Toronto, Ontario M5C 2W5  Att: Randy Scharfe, Managing Director	Saks Off Fifth
Hudson's Bay Company ULC	Skyview 13554 137 Avenue NW Edmonton, AB	Skyview Equities Inc.	Skyview Equities Inc.  c/o Triovest Realty Advisors Inc.  40 University Avenue, Suite 1200  Toronto, Ontario M5J 1T1 Att : John Crombie,	Saks Off Fifth
Hudson's Bay Company ULC	Park Royal 755 Park Royal North North Vancouver, BC	Park Royal Shopping Centre Holdings Inc.	Park Royal Shopping Centre Holdings Inc.  100 Park Royal South, 3 <sup>rd</sup> Floor,  West Vancouver, B.C. V7T 1A3  Att : Vp, Retail Shopping Centre	Saks Off Fifth

## Schedule 5.09

### Chief Executive Offices, Registered Offices, Principal Place of Business

Company	Registered Office	Chief Executive Office/Principal Place of Business
Hudson's Bay Company ULC Compagnie de la Baie D'Hudson SRI	Suite 1700, Park Place 666 Burrard Street Vancouver, BC V6C 2X8	401 Bay Street, Suite 500 Toronto, Ontario M5H 2Y4
HBC Canada Parent Holdings Inc.	Suite 1700, Park Place 666 Burrard Street Vancouver, BC V6C 2X8	401 Bay Street, Suite 500 Toronto, Ontario M5H 2Y4
HBC Bay Holdings I Inc.	Suite 1700, Park Place 666 Burrard Street Vancouver, BC V6C 2X8	401 Bay Street, Suite 500 Toronto, Ontario M5H 2Y4
HBC Bay Holdings II ULC	Suite 1700, Park Place 666 Burrard Street Vancouver, BC V6C 2X8	401 Bay Street, Suite 500 Toronto, Ontario M5H 2Y4
The Bay Holdings ULC	Suite 1700, Park Place 666 Burrard Street Vancouver, BC V6C 2X8	401 Bay Street, Suite 500 Toronto, Ontario M5H 2Y4
HBC Canada Parent Holdings 2 Inc.	Suite 1700, Park Place 666 Burrard Street Vancouver, BC V6C 2X8	401 Bay Street, Suite 500 Toronto, Ontario M5H 2Y4
The Bay Limited Partnership / La Baie Société en Commandite	401 Bay Street, Suite 500 Toronto, Ontario M5H 2Y4	401 Bay Street, Suite 500 Toronto, Ontario M5H 2Y4

**Schedule 5.10**  
**Environmental Matters**

None.

**Schedule 5.11**  
**Insurance<sup>1</sup>**

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<sup>1</sup> Company to provide Insurance certificates post-close.

**Schedule 5.12**  
**Taxes**

**Hudson's Bay Company ULC**

**(i) Taxation years or other relevant periods with respect to any Charges that have not yet been assessed by the CRA or the applicable provincial, local or foreign Governmental Authorities**

1. Federal and Provincial corporate income tax returns for Hudson's Bay Company ULC for all tax periods/years up to February 3, 2024 have been filed and a notice of assessment has been issued by CRA and the relevant provincial income tax authorities for all years except that the Quebec notice of assessment has not yet been received for the February 2024 corporate income tax filings (as of the Effective Date).
2. Federal & Provincial indirect tax returns for Hudson's Bay Company ULC, The Bay Limited Partnership and The Bay Holdings ULC, covering all tax periods/year's up to November 2nd, 2024, have been filed, and notices of assessment have been issued by the CRA and the relevant provincial tax authorities. The monthly returns for the fiscal month ended November 30, 2024 will be filed in December 2024.

**The Bay Limited Partnership**

1. Federal and Quebec Partnership Information Returns have been filed for all years. A notice of assessment for partnerships has been issued by CRA for all years except the most recent tax year ended January 26, 2024. A notice of assessment for partnerships have not been received from Revenu Quebec for the filed partnership returns to date.

**The Bay Holdings ULC**

1. Federal and Provincial corporate income tax returns for The Bay Holdings ULC have been filed and a notice of assessment has been issued by CRA and the relevant provincial income tax authorities for all years except that Alberta Treasury has yet to issue its notice of assessment for the tax year ended February 3, 2024 (as of the Effective Date).

**(ii) the taxation years or other relevant periods with respect to any Charges that are currently being audited by the CRA or any other applicable Governmental Authority**

1. There are two taxation years that are currently being audited by CRA. The Federal domestic income tax audit for Hudson's Bay Company ULC for the taxation year ended January 30, 2016 ("FY2015 Audit") is near completion. CRA has issued its draft proposal letter and its statement of adjustments on July 11, 2024. HBC confirmed in writing its agreement with the adjustments however CRA has not yet issued a notice of reassessment. As Hudson's Bay Company ULC has significant non-capital losses carryforward and other tax attributes in the year under audit, the adjustments did not trigger any corporate income tax payable to HBC.

International corporate income tax audit for the tax year ended January 30, 2016 is still ongoing. On August 2, 2023, CRA issued their audit proposal letter confirming their position that HBC has not met the election criteria in the Income Tax Act ('ITA') Regulations and will not accept

the late-filed election. Management provided a response letter to CRA's proposal letter on September 22, 2023 asserting our final arguments in respect of allowing the late-filed election. On November 23, 2023, CRA has contacted management informing us that they are re-considering the reasonable efforts argument made in our response letter. In order to allow CRA additional time to re-consider HBC's response, HBC has signed a tax waiver specifically on the issue at hand. The tax waiver is dated January 16, 2024. On July 22, 2024, CRA raised additional verbal queries for this tax year and HBC has responded in writing on July 29, 2024 and September 3, 2024. As of the Effective Date, there has been no response by CRA to our final submission on September 3, 2024.

The International tax audits for the tax year ended January 28, 2017 is ongoing although no new query sheets have been issued since March 2022. Queries issued are in the nature of requesting supporting documentation on amounts disclosed in the tax return forms and do not suggest any exposures at this time.

CRA has commenced the domestic corporate income tax audits for HBC for the fiscal year ended February 1, 2020, and the two short periods ended March 2, 2020 and March 4, 2020. Query sheets were issued by CRA for each of these tax year/periods and Management has provided its responses on August 12, 2024. No further queries have been issued to date.

CRA has also commenced the audit for international transactions (i.e. Contemporaneous Documentation) of HBC for the taxation years ended February 2, 2019, February 1, 2020 and the two short periods ended March 2, 2020 and March 4, 2020. HBC has responded to the letters and provided its submission of the contemporaneous documentation for all taxation years to CRA on January 11, 2024. No further queries have been issued to date.

CRA has also commenced its international income tax audit of HBC for the tax years ended February 1, 2020 and the two short periods ended March 2, 2020 and March 4, 2020. Query sheets were issued by CRA in April and July 2024 and HBC provided its responses within the required timeframe. No further queries have been issued to date.

No provincial tax audits are ongoing nor commenced in the year.

On January 17, 2023, HBC received a request for information letter dated December 20, 2022 from the Luxembourg Tax Authorities ('ACD') for HBC Europe Finance Sarl in regards to the tax years ended in 2017, 2018 and 2019, including December 6, 2019 year when the entity was liquidated. A submission has been made to the ACD and we understand it is sufficient to satisfy ACD's request for information. No response has been received to date.

The German tax authorities audited the Galeria Kaufhof Propcos for the years 2011-2020, which HBS Global Properties owned during 2015-2019. The audit concerned certain retroactive rent reductions on 6 of the German properties during 2017, and related corporate tax and withholding tax issues. The estimated corporate tax exposure was approximately EUR910k and the withholding tax exposure is EUR 1.3M. As the issue related to 2017, Signa would likely turn to HBC invoking an indemnity arrangement entered into when HBC exited Germany. During

the audit, Signa entered bankruptcy. In April 2024, the German tax audits were closed with no audit adjustments.

2. Please see Hudson's Bay Company ULC's and the Bay LP's current indirect tax audits below.

(a) Hudson's Bay ULC

Revenue Quebec commenced the QST audit in January 2022, covering the audit period from February 4 to 2018, to January 29, 2022. The audit is currently in the final assessment stage, and we may initiate the objection process due to disagreement on the draft assessed amount.

CRA commenced the GSTHST audit in May 2023, covering the period from January 31, 2021 to January 29, 2022, the audit has been paused since November 2023 due to the auditor's vacation and resumed on October 17, 2024.

The BC Ministry of Finance commenced the BC PST audit in May 2023, covering the audit period from January 5, 2020 to August 26, 2023.

(b) The Bay Limited Partnership

The BC Ministry of Finance commenced the BC PST audit in July 2023, covering the audit period from October 27th, 2021 to August 26, 2023.

**(iii) any assessments or threatened assessments in connection with such audit, or otherwise currently outstanding**

1. As indicated above, HBC is still awaiting the notice of re-assessment in connection with the domestic income tax audit for Hudson's Bay Company ULC for the taxation year ended January 30, 2016. The non-capital loss increased in the year and the net capital loss was reduced as a result of the audit adjustments. As indicated above, Management responded to CRA's Proposal letter in regards to an international matter since CRA indicated that they would not accept a late-filed election in respect of the tax year ended January 30, 2016. Management has signed a tax waiver dated January 16, 2024 specifically on the issue and will await for any further audit queries. Although management disagrees with the CRA and has provided and will provide submissions, if the CRA were to succeed, an additional income inclusion of C\$114M will be assessed. Management has responded to all of CRA queries in writing and we are awaiting further communication from CRA in respect of the international matter for the tax year ended January 30, 2016.

CRA has also verbally stated that the domestic corporate income tax audit for the tax year ended February 2, 2019 has concluded and there were no proposed adjustments, however a notice of re-assessment has not yet been received.

2. For indirect tax audits:



(a) QST audit Hudson's Bay Company ULC:

The draft assessment was issued on November 18, 2024, which includes 1.97 M on tax owed, 332K penalty, and 777K interest as of November 18, 2024. We may initiate the objection process due to disagreement on the assessed amount.

Hudson's Bay Company ULC has reserved CAD 2.27M in February 2022 and 0.85M in November 2024 relating to the QST audit. The additional accrual is based on the drafted assessment sent on November 18, 2024.

(b) BC PST Audit – Hudson's Bay Company ULC and The Bay LP:

The draft assessment for the Hudson's Bay Company ULC Capital Asset was issued on September 6, 2024, which includes 84K on tax owed, 25K penalty, and 13K interest as of September 6, 2024.

The draft assessment for The Bay LP Capital Asset was 3K.

Hudson's Bay Company ULC has reserved 50K in May 2023 relating to Capital Asset self-assessment for 2021 and 2022, and additional 502k in November 2024 based on the draft assessment on sales section.

(c) GSTHST Audit – Hudson's Bay Company ULC:

The first query was sent in May 2023, and we provided the requested data in June and August 2023. The second query was sent to us on October 17, 2024. We have partially submitted the requested information and are working on the remaining items, with an extended deadline agreed with the new auditor.

As of the Effective Date, no assessment has been issued.

**(iv) the most recent taxation year or other relevant periods with respect to any Charges that an audit by CRA or the applicable provincial, local or foreign Governmental Authorities has been completed**

As mentioned, the Federal domestic corporate income tax audit for the tax year ended February 2, 2019 has been completed but a notice of reassessment has yet to be issued for this tax year.<sup>2</sup> The most recent Indirect tax audits completed for Hudson's Bay Company ULC:

- (a) GSTHST: period ending January 30, 2016
- (b) QST: period ending April 29, 2017.
- (c) BC PST: period ending January 30, 2016
- (d) MB PST: period ending June 30, 2018
- (e) SK PST: period ending Jan 31, 2009

There's no previous audit for The Bay LP.

**Schedule 5.13**  
**Canadian Pension Plans**

1. Hudson's Bay Company Pension Plan (Defined Benefits and Defined Contribution Plan components).
2. The most recently filed actuarial valuation in respect of the Hudson's Bay Company ULC Pension Plan (defined benefit provision) was performed as of January 1, 2022. As at that date the plan did not have a Pension Plan Unfunded Liability.

**Pension Plan Unfunded Liability**

Nil.

**Schedule 5.14**  
**Subsidiaries; Other Equity Investments; Equity Interests in the Loan Parties**

**Part (a) – Loan Parties and Subsidiaries**

<b>Loan Parties</b>	<b>Jurisdiction of Formation</b>
Hudson's Bay Company ULC	British Columbia
HBC Canada Parent Holdings Inc.	British Columbia
The Bay Limited Partnership	Ontario
The Bay Holdings ULC	British Columbia
HBC Bay Holdings I Inc.	British Columbia
HBC Bay Holdings II ULC	British Columbia
HBC Canada Parent Holdings 2 Inc.	British Columbia

<b>Pledgor Unrestricted Subsidiaries</b>	<b>Jurisdiction of Formation</b>
HBC Holdings GP Inc.	Ontario
HBC Holdings LP	Ontario

<b>Immaterial Subsidiaries</b>	<b>Jurisdiction of Formation</b>
HBC Avante Insurance Agency Inc.	Ontario
Hudson's Bay Services Private Limited	India
HBC Europe Holding S.à.r.l.	Luxembourg
GHBC City Unlimited Company	Ireland
GHBC Unlimited Company	Ireland
HBC Europe Holdco LLC	Delaware

<b>Unrestricted Subsidiaries</b>	<b>Jurisdiction of Formation</b>
Each Real Estate Subsidiary	See below

<b>Real Estate Subsidiaries</b>	<b>Jurisdiction of Formation</b>
Snospmis Limited	Canada
HBC YSS 1 LP Inc.	Ontario
HBC YSS 2 LP Inc.	Ontario
HBC YSS 1 Limited Partnership	Ontario
HBC YSS 2 Limited Partnership	Ontario
RioCan-HBC Limited Partnership	Ontario
RioCan-HBC General Partner Inc.	Ontario
RioCan-HBC (Ottawa) GP, Inc.	Ontario
RioCan-HBC (Ottawa) Limited Partnership	Ontario
RioCan-HBC (Ottawa) Holdings Inc.	Ontario
2472596 Ontario Inc.	Ontario
2472598 Ontario Inc.	Ontario
HBC Holdings GP Inc.	Ontario
HBC Centrepont GP Inc.	Ontario
HBC Holdings LP	Ontario
HBC Centrepont LP	Ontario

Other Excluded Subsidiaries	Jurisdiction of Formation
HBC Netherlands B.V.	Netherlands

Inactive Subsidiaries
HBC Convene CanHoldco II Inc.
GHBC City Unlimited Company
GHBC Unlimited Company
GHBC Credit Company Unlimited Company

**Outstanding rights to purchase any Equity Interests in any Subsidiary of a Loan Party**

None.

**Part (b) - Other Equity Interests**

In addition to the equity interests held in the entities listed in Part (a) above:

Entity Owned	Loan Party or Restricted Subsidiary (Record Owner)	Interest Owned
Warrant to purchase shares of Neo Financial Technologies Inc.	Hudson's Bay Company ULC	Warrant certificate, to purchase up to 2,951,574 non-voting common shares

**Schedule 5.18**  
**Intellectual Property Matters**

None.

**Schedule 5.19**  
**Collective Bargaining Agreements**

**Hudson's Bay Company ULC**

**Union Collective Bargaining Agreements**

1. Collective Agreement between HBC (Victoria City Centre) and United Food and Commercial Workers, Local 1518, expired on January 31, 2024.
2. Collective Agreement between HBC (Kamloops) and United Steelworkers of America, Local Union 898 effective until May 31, 2026.
3. Collective Agreement between HBC (Sherway) and Unifor (Local 40) effective until December 31, 2025.
4. Collective Agreement between HBC (Kitchener) and (Unifor Local 40) effective until December 31, 2025.
5. Collective Agreement between HBC (Windsor) and Unifor (Local 240), effective until December 31, 2025.
6. Collective Agreement between HBC (Eastern Big Ticket Centre) and United Food and Commercial Workers, International Union Local 1006A (formerly local 206 and 1993) expired on March 31, 2026.
7. Collective Agreement between Hudson's Bay Company (Scarborough Logistics Centre 1) and Unifor (Local 40) effective until May 31, 2025.
8. Collective Agreement between HBC (Vancouver Logistics Centre) and Teamsters (Local 31) expired on March 31, 2027.
9. HBC continues to be bound in Ontario by the province-wide Ontario United Brotherhood of Carpenters & Joiners of America Collective Agreement effective May 1, 2013.

**Executive Employment Agreements valued at more than C\$5,000,000**

None.

**Schedule 5.22(a)**  
**DDAs**

**Hudson's Bay Company ULC**

<i>Disbursement Accounts</i>						
<b>Company (Owner)</b>	<b>Name of Bank</b>	<b>Type of Account (Description)</b>	<b>Transit #</b>	<b>Account #</b>	<b>Currency</b>	<b>Blocked</b>
Hudson's Bay Company ULC	Royal Bank of Canada	HBC set aside funds (share redemption)	00002	1142629	CAD	No
Hudson's Bay Company ULC	Royal Bank of Canada	Payroll Account	00002	1040633	CAD	No
Hudson's Bay Company ULC	Royal Bank of Canada	Store Coin-Bay	00002	1193077	CAD	No
Hudson's Bay Company ULC	Royal Bank of Canada	Canada Post - PAD Disbursement	00002	1198555	CAD	No
Hudson's Bay Company ULC	Royal Bank of Canada	Manulife-PAD Disbursement	00002	1198647	CAD	No
Hudson's Bay Company ULC	Royal Bank of Canada	EES - EFT Disbursement	00002	1283415	CAD	No
Hudson's Bay Company ULC	Royal Bank of Canada	Tax Filing Pmts	00002	1307370	CAD	No
Hudson's Bay Company ULC	Royal Bank of Canada	HBC CAD # 1 Deposit & Disbursement	06702	2021038	CAD	No
Hudson's Bay Company ULC	Royal Bank of Canada	Credit Card Pmts. In-Store Deposit	00002	1252303	CAD	No
Hudson's Bay Company ULC	Royal Bank of Canada	Pmts. Return Disbursement	06702	1568724	CAD	No
Hudson's Bay Company ULC	Royal Bank of Canada	HBC US # 1 Deposit & Disbursement	06702	4038238	USD	No
Hudson's Bay Company ULC	Royal Bank of Canada	Fusion EFT Disbursement	00002	1371228	CAD	No



Hudson's Bay Company ULC	Royal Bank of Canada	Fusion Checks	CAD 00002	1371756	CAD	No
Hudson's Bay Company ULC	Royal Bank of Canada	Fusion Checks	USD 00002	4091856	USD	No
Hudson's Bay Company ULC	The Toronto-Dominion Bank	HBC CAD # 1 Deposit & Disbursement	10202	0331568	CAD	Yes
Hudson's Bay Company ULC	The Toronto-Dominion Bank	HBC Bay Visa Debit	10202	5247954	CAD	Yes
Hudson's Bay Company ULC	The Toronto-Dominion Bank	HBC On Line Bill Pmts	10202	5259596	CAD	Yes
Hudson's Bay Company ULC	The Toronto-Dominion Bank	HBC Golf Tour	10202	5263747	CAD	Yes
Hudson's Bay Company ULC	The Toronto-Dominion Bank	HBC US # 1 Deposit & Disbursement	10202	7317736	USD	Yes
Hudson's Bay Company ULC	The Toronto-Dominion Bank	HBC - Euro	0360	3070757	EUR	No
Hudson's Bay Company ULC	The Toronto-Dominion Bank	HBC - GBP	0360	3115241	GBP	No
The Bay Holdings ULC	Royal Bank of Canada	Bay Holdings Master	00002	1046176	CAD	No
The Bay Holdings ULC	Royal Bank of Canada	Bay Holdings Payroll	00002	1051762	CAD	No
The Bay Holdings ULC	Royal Bank of Canada	Bay Holdings Tax	00002	1052802	CAD	No

The Bay Limited Partnership	Royal Bank of Canada	The Bay Master CAD	00002	1065259	CAD	No
The Bay Limited Partnership	Royal Bank of Canada	The Bay Tax	00002	1067511	CAD	No
The Bay Limited Partnership	Royal Bank of Canada	AP CAD Checks	00002	1072164	CAD	No
The Bay Limited Partnership	Royal Bank of Canada	AP CAD EFTs	00002	1074541	CAD	No
The Bay Limited Partnership	Royal Bank of Canada	The Bay Master USD	00002	4025144	USD	No
The Bay Limited Partnership	Royal Bank of Canada	AP USD Checks	00002	4025623	USD	No
The Bay Limited Partnership	The Toronto-Dominion Bank	The Bay Master CAD	10202	5625118	CAD	No
The Bay Limited Partnership	The Toronto-Dominion Bank	The Bay CC	10202	5625169	CAD	No
The Bay Limited Partnership	The Toronto-Dominion Bank	The Bay Online Tax	10202	5625215	CAD	No
The Bay Limited Partnership	The Toronto-Dominion Bank	The Bay Master USD	10202	7443022	USD	No
The Bay Limited Partnership	The Toronto-Dominion Bank	The Bay EUR - import wires	10202	3190943	EUR	No
The Bay Limited Partnership	The Toronto-Dominion Bank	The Bay GBP - import wires	10202	3190954	GBP	No

<i>Depository Accounts</i>						
<b>Company (Owner)</b>	<b>Name of Bank</b>	<b>Type of Account (Description)</b>	<b>Transit #</b>	<b>Account #</b>	<b>Currency</b>	<b>Blocked</b>
Hudson's Bay Company ULC	The Toronto-Dominion Bank	HBC Bay Visa Credit	10202	5247946	CAD	Yes
Hudson's Bay Company ULC	The Toronto-Dominion Bank	HBC Gift Card	10202	5266371	CAD	Yes
Hudson's Bay Company ULC	The Toronto-Dominion Bank	HBC Bay IDP - debit card	10202	5250246	CAD	Yes
Hudson's Bay Company ULC	Royal Bank of Canada	Store Deposit-B	06702	2021285	CAD	Yes
Hudson's Bay Company ULC	Royal Bank of Canada	Credit Card Deposits	06702	2022655	CAD	Yes
Hudson's Bay Company ULC	Royal Bank of Canada	USD Store Deposits	00002	4031357	USD	Yes
Hudson's Bay Company ULC	Royal Bank of Canada	Head Office Deposits - USD	00002	4048831	USD	Yes
Hudson's Bay Company ULC	Royal Bank of Canada	Head Office Deposits - CAD	00002	1192921	CAD	Yes

<i>Other – Disbursement and Depository</i>						
<b>Company (Owner)</b>	<b>Name of Bank</b>	<b>Type of Account (Description)</b>	<b>Transit #</b>	<b>Account #</b>	<b>Currency</b>	<b>Blocked</b>
Hudson's Bay Company ULC	Royal Bank of Canada	High Int Acct	00002	1392646	CAD	No
Hudson's Bay Company ULC	Bank of America	Hudson's Bay Company - US	026009593	4427818554	USD	No

**Schedule 5.22(b)**  
**Credit Card Arrangements**

**Hudson's Bay Company ULC**

<b>Name of Agreement</b>	<b>Name of Parties</b>	<b>Date of Agreement</b>
Co-Branded Credit Card Program Agreement	Hudson's Bay Company ULC and Neo Financial Technologies Inc.	February 9, 2021
Amended and Restated Corporate Merchant Services Agreement	The Toronto-Dominion Bank and Hudson's Bay Company ULC	March 1, 2017
Agreement for American Express Acceptance	Amex Bank of Canada and Hudson's Bay Company ULC	September 5, 2014
Merchant Agreement	Hudson's Bay Company ULC, PayPal, Inc., and PayPal CA Limited	April 9, 2013
Point of Sale Financing Services Agreement	Affirm Canada Holdings Ltd. (successor to Paybright, Inc.) and Hudson's Bay Company ULC (assigned to The Bay Limited Partnership on March 1, 2022)	November 1, 2020

**Schedule 5.24**  
**Material Contracts**

1. Term Loan Credit Agreement
2. Existing Canadian Term Loan Credit Agreement
3. Trademark agreement dated October 31, 2021 by and between The Bay Limited Partnership and Hudson's Bay Company ULC

**Schedule 5.26**  
**Customs Brokers, Etc.**

**1.**

<b>INTERNATIONAL CARRIER REPORT – BORROWERS TO SEEK INCLUSION IN BORROWING BASE OF INVENTORY IN POSSESSION OF THESE ENTITIES</b>			
<b>Carrier Name</b>	<b>Banner</b>	<b>Carrier Type</b>	<b>Address</b>
Maersk Canada	HBC/O5/ Saks	Freight Forwarding Carrier and Ocean Carrier	5150 Spectrum Way Suite 501, Mississauga, ON L4W 5G2
Savino Del Bene Corp.	HBC/O5/ Saks	Ocean Carrier	7900 Goreway Dr. Unit 8, Brampton, ON L6T 5W6
FLEXPORT INTERNATIONAL LLC	HBC/O5	Ocean Carrier	C/O FLEXPORT INC,PO BOX 22760,NEW YORK, NY 10087
Sim Tran Inc	HBC/Saks/ O5	Ocean Shipment Drayage	200 WESTCREEK BLVD,BRAMPTON ON L6T 5T7,CANADA
SIMARD WESTLINK INC	HBC/Saks/ O5	Ocean Shipment Drayage	16062 PORTSIDE ROAD,RICHMOND BC V6W 1M1,CANADA
ROLLS-RIGHT INDUSTRIES LTD	HBC/Saks/ O5	Ocean Shipment Dryage	2441 United Blvd, Coquitlam BC V3K 6A8, Canada

**2.**

<b>INTERNATIONAL CARRIER REPORT - BORROWERS NOT INTENDING TO SEEK INCLUSION IN BORROWING BASE OF INVENTORY IN POSSESSION OF THESE ENTITIES</b>			
<b>Carrier Name</b>	<b>Banner</b>	<b>Carrier Type</b>	<b>Address</b>
Livingston International Inc.	HBC/Saks/ O5	Customs Broker	405 The West Mall Toronto, ON M9C 5K7

Purolator Inc.	HBC/Saks/O5	Courier	5995 Avebury Rd. Mississauga, Ontario, Canada
UPS	HBC/Saks/O5	Courier	P.O. BOX 4900, STATION A, TORONTO ON M5W 0A7, CANADA
FEDERAL EXPRESS CANADA LTD	HBC/Saks/O5	Courier	P.O. BOX 4626, TORONTO STATION A, TORONTO ON M5W5B4, CANADA

3.

NON INTERNATIONAL ( <i>Domestic</i> ) CARRIER REPORT – BORROWERS TO SEEK INCLUSION IN BORROWING BASE OF INVENTORY IN POSSESSION OF THESE ENTITIES			
Carrier Name	Banner	Carrier Type	Address
REMCO FORWARDING LIMITED	HBC/Saks/O5	Land Carrier	1 Wilkinson Road, Brampton, ON L6T 4M6, Canada
Simard	HBC/Saks/O5	Land Carrier	1212 32e Avenue, Lachine, QC H8T 3K7
Canada Cartage	HBC/Saks/O5	Land Carrier	115 Cardiff Blvd, Mississauga, ON L5S 1L8

4.

NON INTERNATIONAL CARRIERS ( <i>Domestic</i> ) - BORROWERS NOT INTENDING TO SEEK INCLUSION IN BORROWING BASE OF INVENTORY IN POSSESSION OF THESE ENTITIES			
Carrier Name	Banner	Carrier Type	Address
GARDEWINE NORTH	HBC	Land Carrier	60 Eagle Drive, Winnipeg, MB - R2R 1V5, Canada



SIMARD WESTLINK INC	HBC/Saks/O5	Land Carrier	16062 PORTSIDE ROAD,RICHMOND BC V6W 1M1,CANADA
CN RAIL	HBC	Rail Carrier	935 de La Gauchetière Street West Montreal, Quebec H3B 2M9 Canada
KELTIC TRANSPORTATION INC	HBC	Land Carrier	90 MacNaughton Ave, Moncton, NB E1H 3L9, Canada
FedEx Corporation	HBC/Saks/O5	Land/Air Carrier	3610 Hacks Cross Rd, Memphis, TN 38125, United States
UPS	HBC/Saks/O5	Land/Air	P.O. BOX 4900, STATION A, TORONTO, ON, M5W 0A7
B&N The Carr Group	HBC	MHF Home Delivery	21 Currah Rd, St. Thomas, ON, N5P 3R1
Roadies	HBC	Land	#1106 Cardiff Blvd, Mississauga, ON, L5S 1P3

### **Schedule 5.30**

#### **Canadian Loan Party Affiliate Transactions**

Annual estimates for transactions and arrangements between Canadian Loan Parties and any Affiliate that is not a Canadian Loan Party. Note: In respect of future periods, a foreign exchange rate of USD: CAD \$1:\$1.36 is contemplated.

(All amounts in this schedule are in USD unless otherwise indicated)

1. Hudson's Bay Company ULC ("**Hudson's Bay**") and Saks Cloud Services / Saks Global Tech, a division of Saks Global ("SCS" / "SGT").

SCS / Saks Global Tech is the "centralized IT" operations for back-of-house functions. Hudson's Bay pays both payroll and non-payroll expenses in connection with these services, which total approximately \$56 mm annually, this amount is expected to be reduced in 2025.

For payroll, Hudson's Bay pays for Canadian-based employees and is allocated a portion of U.S. and Indian based payroll. Total payroll expense to Hudson's Bay is approximately \$17 mm per year, of which \$6 mm is directly funded by Hudson's Bay. The remaining \$11 mm is settled the month following period end.

For non-payroll expenses, primarily vendor payables, Hudson Bay's portion is approximately \$39 mm per year. Hudson's Bay directly funds approximately \$9 mm of payables, and the balance is paid to vendors via SCS / SGT. For vendors paid via SCS /SGT, Hudson Bay settles weekly upon cashing of the payment.

2. RioCan JVCo

Hudson's Bay will pay cash rent of approximately \$75mm to RioCan JVCo in 2024. The rent escalates at 2% a year. After debt service and joint venture expenses, the balance is returned as a distribution to Hudson's Bay, which is expected to be approximately \$ 24 million in 2024.

3. India

Hudson's Bay has team members in India. They do not overlap with other businesses. Approximately \$3 mm per year is paid for expenses and payroll to the Indian subsidiary of Hudson's Bay. Saks Global will pay monthly for their costs of operating as a tenant in India.

4. SaksOFF5TH.com ("**SOF.com**")

Canadian employees for SOF.com are paid through Hudson's Bay payroll and benefits. SOF.com reimburses Hudson's Bay on a monthly basis via cash settlement. For 2024, we expect approximately \$1 mm per year in cash reimbursements from SOF.com to Hudson's Bay.

Employee discounts used at Hudson's Bay stores or online by a SOF.com employee are reimbursed to Hudson's Bay and vice versa. The net settlement amount would be under \$100,000 per year. Generally, this is done as an intercompany receivable and payable, and when cash is paid, it would be only the net amount.

5. Saks Global

Canadian employees for Saks Global will be paid through Hudson's Bay, as well as any services purchased from corporate employees. Saks Global will reimburse Hudson's Bay via regular cash settlement. For 2025, we expect approximately \$5 mm in cash reimbursements from Saks Global to Hudson's Bay for these

expenses. In addition, operating gains and losses, capital expenditures and financing costs attributable to Saks and OFF 5<sup>TH</sup> Canada stores will be settled monthly on a cash basis.

## Schedule 6.12

### Phase 1A, Phase 2, Phase 1B and Phase 3 Leasehold Properties

Store #	Shopping Centre	City	Province	Landlord	Phase	Status
1171	Coquitlam Centre	Coquitlam	BC	Morguard	1A	Need Partial Discharge
1517	Bramalea City Centre	Brampton	ON	Morguard	1A	
1533	Pickering Town Centre	Pickering	ON	Salt Hill	1A	
1541	Whiteoaks Mall	London	ON	Wesdell	1A	
1542	Fairview Park	Kitchener	ON	Cadillac	1A	
1547	Hillcrest Mall	Richmond Hill	ON	Oxford	1A	
1576	Cambridge Centre	Cambridge	ON	Morguard	1A	
1634	Bayshore Shopping Centre	Ottawa	ON	Cushman	1A	Need Partial Discharge
1523	Erin Mills Town Centre	Mississauga	ON	Cushman	1B	
1530	Oakville Place	Oakville	ON	Riocan	1B	
1532	Markville Shopping Centre	Markham	ON	Cadillac	1B	
1537	Mapleview Centre	Burlington	ON	Ivanhoe	4	
1575	Conestoga Mall	Waterloo	ON	Primaris	3	
1647	Mayflower Mall	Sydney	NS	McCor	1B	
1606	Centre Laval	Laval	QC	Cominar	1B	Need Partial Discharge
1607	Centre Commercial Rockland	Montreal	QC	Cominar	1B	
1611	Fairview Pointe Claire	Pointe Claire	QC	Cadillac	1B	
1616	Carrefour De L'Estrie	Sherbrooke	QC	Groupe Mach	1B	
1617	Carrefour Angrignon	Lasalle	QC	Westcliff	1B	
1637	Les Promenades Gattineau	Gatineau	QC	Westcliff	1B	
1638	Place Rosemere Shopping Centre	Rosemere	QC	Morguard	1B	
1640	Les Galeries De La Capitale	Quebec City	QC	Oxford	1B	Need Partial Discharge
1649	Champlain Mall	Brossard	QC	Cominar	1B	
1107	Willowbrook Shopping Centre	Langley	BC	Quadreal	1B	
1108	Mayfair Shopping Centre	Victoria	BC	Central Walk	1B	
1109	Parkwood Mall	Prince George	BC	Bentall	1B	
1118	Woodgrove Centre	Nanaimo	BC	Central Walk	1B	
1139	The Bay Centre	Victoria	BC	Manulife	1B	
1142	Guildford Shopping Centre	Surrey	BC	Ivanhoe	1B	Need Partial Discharge
1152	Oakridge	Vancouver	BC	Quadreal	4	
1162	Sevenoaks Shopping Centre	Abbotsford	BC	Morguard	1B	
1526	Oshawa Centre	Oshawa	ON	Ivanhoe	1B	
1527	Masonville	London	ON	Cadillac	1B	
1531	Upper Canada Mall	Newmarket	ON	Oxford	1B	
1535	Georgian Mall	Barrie	ON	Riocan	1B	
1573	Pen Centre	St. Catharines	ON	Bentall	4	Need Partial Discharge
1136	Medicine Hat Mall	Medicine Hat	AB	Primaris	2	
1144	Market Mall	Calgary	AB	Cadillac	2	
1145	St. Albert Centre	St. Albert	AB	Primaris	2	
1150	Sunridge Mall	Calgary	AB	Primaris	2	
1164	Southcentre Mall	Calgary	AB	Oxford	2	
1183	Kingsway Mall	Edmonton	AB	Oxford	2	
1646	Mic Mac Mall	Dartmouth	NS	Cushman	2	Need Partial Discharge
1104	Village Green Mall	Vernon	BC	Bentall	3	
1106	Aberdeen Mall	Kamloops	BC	Cushman	3	
1111	Richmond Centre	Richmond	BC	Cadillac	3	
1112	Midtown Plaza	Saskatoon	SK	Cushman	3	
1116	Bower Place	Red Deer	AB	Quadreal	3	
1117	St. Vital Shopping Centre	Winnipeg	MB	Bentall	1B	
1119	Orchard Park Shopping Centre	Kelowna	BC	Primaris	3	Need Partial Discharge
1125	Southgate Shopping Centre	Edmonton	AB	Ivanhoe	3	
1135	Londonderry Mall	Edmonton	AB	Cushman	3	
1138	Chinook Centre	Calgary	AB	Cadillac	3	
1140	Polo Park Shopping Centre	Winnipeg	MB	Cadillac	1B	
1147	West Edmonton Mall	Edmonton	AB	West Edmonton Mall Property Inc.	3	
1148	Lethbridge Centre	Lethbridge	AB	Melcor	3	
1149	Cherry Lane Shopping Centre	Penticton	BC	Manulife	3	Need Partial Discharge
1514	Fairview Mall	Toronto	ON	Cadillac	3	
1515	Centerpoint Mall	Toronto	ON	Morguard	3	
1522	Woodbine Centre	Toronto	ON	Woodbine Mall Holdings Inc.	3	
1544	Sherway Gardens	Toronto	ON	Cadillac	3	
1550	Limeridge Mall	Hamilton	ON	Cadillac	3	
1560	Toronto Eaton Centre	Toronto	ON	Cadillac	3	
1618	Place d'Orleans Shopping Centre	Ottawa	ON	Primaris	3	Need Partial Discharge
1633	St. Laurent Shopping Centre	Ottawa	ON	Morguard	3	
1644	Cataraqui Centre	Kingston	ON	Primaris	3	

#### Phases

1A	Ontario and BC mortgages registered without any consent requirement of landlord, in some cases notice required
2	Alberta and Nova Scotia mortgages registered without any consent requirement of landlord, in some cases notice required, wet ink signatures of Borrower required
	Equitable Mortgages executed in escrow, lease is not registered on title, equitable mortgages held in escrow until a triparty agreement is signed by HBC/lender/landlord, where required. Once triparty agreement is signed, released from escrow but remains an equitable mortgage
1B	
3	Lease registered on title, leasehold mortgage to be entered into when tri-party agreement signed by HBC, landlord and lender
	Equitable mortgages executed but not to be released from escrow - determined by Pathlight not required in Quebec, moveable hypothec addresses rights so not to be delivered
4	Due to inability to obtain consent from third party, no mortgage has been granted to Pathlight and therefore no mortgage can be granted to ABL or CF.
	Can register or be released from escrow immediately, without a consent or agreement from landlord (but a notice, undertaking or other documentation may be required to be delivered to the Landlord)

**Schedule 7.01**  
**Existing Liens**

1. Ontario PPSA Reference file number 749341143, British Columbia Base Registration numbers 049772N, 120078P, and Quebec RPDRM registration number 19-0269860-0001, against Hudson's Bay Company ULC, Riocan – HBC Limited Partnership and Riocan – HBC General Partner Inc. as debtors in favour of Royal Bank of Canada (as assigned by Computershare Trust Company of Canada on October 3, 2022) as secured party relating to property located at 585 St. Catherine Street, Montreal, Quebec, which is filed against Hudson's Bay Company ULC as a consequence of it being the nominee title holder of such real property.
2. Quebec RDPRM registration number 19-0272527-0001, against Hudson's Bay Company ULC and Riocan – HBC Limited Partnership as debtors in favour of Computershare Trust Company of Canada as secured party relating to property located at 585 St. Catherine Street, Montreal, Quebec, which is filed against Hudson's Bay Company ULC as a consequence of it being the nominee title holder of such real property.
3. Ontario PPSA Reference file number 500876028, British Columbia Base Registration number 945723P and as may be filed in the Quebec RPDRM, against Hudson's Bay Company ULC, Riocan – HBC Limited Partnership and Riocan – HBC General Partner Inc. as debtors in favour of Riocan Mortgage Corp. as secured party relating to property located at 585 St. Catherine Street, Montreal, Quebec, which is filed against Hudson's Bay Company ULC as a consequence of it being the nominee title holder of such real property.

**Schedule 7.02**  
**Existing Investments**

1. Investments in connection with warrants issued by Neo Financial Technologies Inc. to Hudson's Bay Company ULC.

**Schedule 7.03**  
**Existing Indebtedness**

1. Promissory note issued on September 30, 2019 by Hudson's Bay Company ULC to HBC Europe Holdco LLC with USD\$86,505,180.84 outstanding at the Seventh Amendment Effective Date, with an interest rate of 1.85%.
2. Promissory note issued on November 4, 2020 by Hudson's Bay Company ULC to GHBC Groupe, Inc. with USD\$2,666,238 outstanding with an interest rate of 1% per annum compounded annually.
3. Interest-free Promissory note issued on December 11, 2020 issued by HBC Europe Holdings Sarl to Hudson's Bay Company ULC as lender with USD\$334,041 outstanding.
4. Interest-free Promissory note issued on March 11, 2021 issued by HBC Europe Holdings Sarl to Hudson's Bay Company ULC as lender with USD\$1,198,907 outstanding.
5. Interest-free Promissory note issued on June 4, 2021 issued by HBC Europe Holdings Sarl to Hudson's Bay Company ULC as lender with EUR 150,000 outstanding.
6. Interest-free Promissory note issued on July 16, 2021 issued by HBC Europe Holdings Sarl to Hudson's Bay Company ULC as lender with EUR 100,000 outstanding.
7. Interest-free Promissory note issued on September 14, 2022 issued by HBC Europe Holdings Sarl to Hudson's Bay Company ULC as lender with EUR 80,000 outstanding.
8. Interest-free Promissory note issued on December 14, 2022 issued by HBC Europe Holdings Sarl to Hudson's Bay Company ULC as lender with EUR 10,000 outstanding.

**Schedule 7.05**  
**Permitted Dispositions**

None.



**Schedule 7.09**  
**Affiliate Transactions**

None.

**Schedule 7.10**  
**Burdensome Agreements**

**Neo Warrants**

<b><u>Asset</u></b>	<b><u>Interest</u></b>	<b><u>Pledgor</u></b>	<b><u>Interest Summary/Notes on Pledged Equity</u></b>	<b><u>Consent Requirements</u></b>
Neo Financial Technologies Inc.	Warrant certificate, dated February 9, 2021, to purchase, subject to vesting conditions, up to 2,951,574 non-voting common shares	Hudson's Bay Company ULC	ABL Agent to receive a first priority lien on the 2,951,574 non-voting common shares held by Hudson's Bay Company ULC.	Neo Financial Technologies Inc.

**Riocan JV Equity: Pledge of equity of RioCan-HBC Limited Partnership**

<b><u>Asset</u></b>	<b><u>Interest</u></b>	<b><u>Pledgor</u></b>	<b><u>Interest Summary/Notes on Pledged Equity</u></b>	<b><u>Consent Requirements</u></b>
RioCan-HBC General Partner Inc.	50% of common shares	HBC Holdings LP	Agent to receive a first priority lien on the common shares that HBC Holdings LP holds in RioCan-HBC General Partner Inc., which represents 50% of the common shares in RioCan-HBC General Partner Inc.	Consent of RioCan Real Estate Investment Trust and RioCan Financial Services Limited to the pledge by HBC Holdings LP in favour of the Agent.  Consent of the board of directors of RioCan-HBC General Partner Inc. to the pledge of the RioCan-HBC Limited Partnership units.
RioCan-HBC Limited Partnership	78.0136% of Limited Partner Units	HBC Holdings LP	Agent to receive a first priority lien on the Limited Partner Units that HBC Holdings LP holds in RioCan-HBC Limited Partnership, which represents 78.0136% of the Limited Partner Units in RioCan-HBC Limited Partnership.	Consent of RioCan Real Estate Investment Trust and RioCan Financial Services Limited to the pledge by HBC Holdings LP in favour of the Agent.  Consent of the board of directors of RioCan-HBC General Partner Inc. to the pledge of the RioCan-HBC Limited Partnership units.

**Schedule 10.02**

**Agent's Office; Certain Addresses for Notices**

**If to the Loan Parties:**

c/o Hudson's Bay Company ULC  
401 Bay Street, Suite 500  
Toronto, Ontario M5H 2Y4  
Attn: Michael Culhane, Chief Financial Officer Hudson's Bay Company  
Tel:  
Email: michael.culhane@hbc.com and hbctreasuryservices@hbc.com

with a copy to:

c/o Hudson's Bay Company ULC  
225 Liberty Street, 31st Floor  
New York, NY 10281  
Attn: Thomas Obersteiner, Senior Vice President and General Counsel  
Tel: (646) 866-3397  
Email: thomas.obersteiner@hbc.com

and a copy to :

c/o Hudson's Bay Company ULC  
401 Bay Street, Suite 500  
Toronto, Ontario M5H 2Y4  
Tel: (416) 937-1231  
Email: charla.parkinson@hbc.com

with a copy to (which such copy shall not constitute notice):

Stikeman Elliott LLP  
5300 Commerce Court West  
199 Bay Street  
Toronto, ON M5L 1B9  
Attn: Jennifer G. Legge  
Tel: (416) 869-5660  
Email: jlegge@stikeman.com

**If to the Lender**

2171948 Ontario Inc.  
20 Queen Street West, 5th Floor  
Toronto, Ontario M5H 3R4

E-mail: [general.counsel@cadillacfairview.com](mailto:general.counsel@cadillacfairview.com)

with a copy to (which such copy shall not constitute notice):

Torys LLP  
79 Wellington St. W., 30th Floor  
Toronto, ON M5K 1N2  
Attn: Adam Delean  
Tel: (416) 865-8232  
Email: [adelean@torys.com](mailto:adelean@torys.com)