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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF 1242939 B.C. UNLIMITED LIABILITY COMPANY, 1241423 B.C. LTD., 1330096 B.C. LTD., 1330094 B.C. LTD., 1330092 B.C. UNLIMITED LIABILITY COMPANY, 1329608 B.C. UNLIMITED LIABILITY COMPANY, 2745263 ONTARIO INC., 2745270 ONTARIO INC., SNOSPMIS LIMITED, 2472596 ONTARIO INC., AND 2472598 ONTARIO INC.

COMPENDIUM OF EMPLOYEE REPRESENTATIVE COUNSEL

September 22, 2026

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2.	Affidavit of Rita De Fazio affirmed July 17, 2026 (excerpts) (F19948, F19954-F19967, F19973-F19977)
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TAB 1

Question:	Follow-up Question(s)
1. **Can interim distributions be made from the HBC Main RCA prior to a final determination of what amounts, if any, the Main SERP Participants are entitled to from the Pension Plan surplus, on the basis that recoveries of overpayments (if any) as a result thereof will be deducted from wind-up distributions of the Pension Plan surplus, if any, to each Main SERP Participant?**[1]	**If the answer to this question is 1 "no":** Can interim distributions be made from the HBC Main RCA prior to a final determination of what amounts, if any, the Main SERP Participants are entitled to from the Pension Plan surplus, on another basis, and if so on what basis should that be? *If the answer to the follow-up question above is also "no", such that no interim distributions can be made from the HBC Main RCA prior to a determination of what amounts, if any, the Main SERP Participants are entitled to from the Pension Plan surplus, the Trustee still requests that the remaining questions posed be answered by the Court as these questions require answers regardless of the timing of the distributions from the HBC Main RCA.*
2. **Should the Termination Liability for each Main SERP Participant be limited to benefits accrued prior to November 10, 2005?**[2]	**If the answer to this question 2 "no":** Should the Termination Liability for each Main SERP Participant be calculated based on benefits accrued to the termination date of the HBC Main RCA?
3. **Is the date of termination of the HBC SERPs March 26, 2025?**[3]	**If the answer to this question 3 "no":** What is the date of termination of the HBC SERPs?
4. **Can the Trustee assume that there is no plan text for the HBC Additional SERP?**[4]	**If the answer to this question 4 is "no":** What additional steps should the Trustee take to obtain a plan text or what terms of the HBC Additional SERP plan text should the Trustee assume exist?
5. **Are the benefits payable to the Additional SERP Participants, including any Termination Liability, to**	**If the answer to this question 5 is "no":** On what basis are the benefits payable to the Additional SERP Participants to be determined and are the Additional SERP Participants entitled

[1] See paragraphs 117 to 121 below.
[2] See paragraph 122 to 131 below.
[3] See paragraphs 122 to 131 below.
[4] See paragraphs 132 to 147 below.

Question:	Follow-up Question(s)
be determined in accordance with the terms of the HBC Main SERP Plan?[5]	to *benefits* in excess of what the HBC Main SERP Plan provides?
6. Are the Additional SERP Participants entitled to *security* in excess of what the HBC Main RCA provides, which was provided by the HBC Additional RCA?[6]	
7. Should the Additional SERP Participants have priority entitlement to the HBC Additional RCA Trust Fund?[7]	**If the answer to this question 7 is "no":** Should the HBC Additional RCA Trust Fund be considered as one fund with the HBC Main RCA Trust Fund for the purposes of making termination payments to the Main SERP Participants and Additional SERP Participants?
8. If the Court determines the Additional SERP Participants have priority entitlement to the HBC Additional RCA Trust Fund (i.e., if the answer to question 7 is "yes"), should the methodology for allocating the remaining assets under the HBC Additional RCA include only the Additional SERP Participants' Termination Liability?[8]	**If the answer to this question 8 is "yes":** Should the Additional SERP Participants' Termination Liability used in the calculation for allocating both the HBC Main RCA and the HBC Additional RCA include all benefits accrued under the HBC Main SERP (i.e., the benefits paid under the HBC Additional RCA should not be excluded when determining the asset allocation for the HBC Main RCA and vice versa)?
9. Should the aggregate amount payable to an Additional SERP Participant from both the HBC Main RCA and HBC Additional RCA be limited to 100% of their Termination Liability?[9]	**If the answer to this question 9 is "yes":** If the aggregate amount payable to an Additional SERP Participant from both the HBC Main RCA and HBC Additional RCA is greater than 100% of the Additional SERP Participant's Termination Liability, should the termination payment to that Additional SERP Participant from the HBC Main RCA Trust Fund be reduced to ensure that the Additional SERP Participant's aggregate amount payable from both the HBC Main RCA and HBC

[5] See paragraphs 148 to 157 below.
[6] See paragraphs 148 to 157 below.
[7] See paragraphs 158 to 162 below.
[8] See paragraphs 163 to 168 below.
[9] See paragraphs 163 to 168 below.

Question:	Follow-up Question(s)
	Additional RCA is no greater than their Termination Liability? Should the excess assets remaining in the HBC Main RCA Trust Fund after reducing the amount payable to the Additional SERP Participant(s) from the HBC Main RCA Trust Fund be allocated among the other HBC Main Participants based on a *pro rata* of their Termination Liability?
10. Should the methodology set out at paragraph 172 be used to calculate the Termination Liability pursuant to the HBC Main SERP Plan?[10]	**If the answer to this question 10 is "no"**: What methodology should be used to calculate the Termination Liability pursuant to the HBC Main SERP Plan?
11. Should the actuarial assumptions in accordance with the CIA Recommendation be used to complete the Conversion Calculation for each DC Active and Deferred Main SERP Participant in determining the Basic Plan Offset Pension and the RAA Offset Pension?[11]	**If the answer to this question 11 is "no":** What methodology should be used to complete the Conversion Calculation for each DC Active and Deferred Main SERP Participant in determining the Basic Plan Offset Pension? What methodology should be used to complete the Conversion Calculation for each DC Active and Deferred Main SERP Participant in determining the RAA Offset Pension?
12. Should the outstanding RAA Loans and Zellers Loans be repaid to HBC out of the Trust Funds available in the HBC RAA RCA and Zellers RCA, respectively?[12]	This is a threshold question as it relates to the RAA RCA and Zellers RCA as there are insufficient funds in each of the related Trust Funds to make any further distributions to the participants of such RCAs if such loans are repaid to HBC.

6. The information contained in this Affidavit is based on my review of the relevant business records maintained by Royal Trust, and information known by me or which has been provided to me by other Royal Trust employees or another person or entity as noted below, or is otherwise

[10] See paragraphs 169 to 174 below.
[11] See paragraphs 175 to 184 below.
[12] See paragraphs 185 to 187 below.

to whether certain loans from HBC to these two RCAs are payable from the HBC RAA RCA and Zellers RCA. If so, this will result in these two RCAs being in a negative funding position thereby obviating the need for any further costs to be incurred to determine beneficiary entitlements thereunder.

11. The Trustee brings this Advice and Directions Motion to address these ambiguities and threshold questions so that it may move forward with the windup and distribution of the assets of the HBC RCAs. The Trustee does not, nor would it be appropriate for it to, take a position on the questions posited herein but appreciates that other stakeholders may have views that they ought to be able to advance before the Court.

12. As noted above and further detailed below, each HBC RCA provides an underlying asset base for the payment of benefits under a related SERP. SERPs are typically contractual retirement plans which provide additional benefits to employees on top of, and separate from, the benefits provided under registered pension plans. Royal Trust is not party to, nor was it involved in the establishment of any of the HBC SERPs.

13. As it relates to the HBC Main RCA and HBC Additional RCA, following the Court's determination on this motion for advice and direction, Mercer will complete its actuarial valuations with respect to the HBC Main RCA and HBC Additional RCA and provide the Trustee with the beneficiary entitlements under these RCAs. The Trustee intends to return to the Court following completion of these actuarial valuations to seek approval of distributions to beneficiaries in accordance with such entitlements.

14. As it relates to the HBC RAA RCA and Zellers RCA, depending on the Court's determination of the threshold question as to repayment of loans made by HBC in respect thereof,

the Trustee will either cease all further work on these RCAs and release the remaining funds to HBC, net of Costs (as defined below) or instruct Mercer to carry out the analysis that it intends to conduct with respect to the other 2 HBC RCAs, following which the Trustee may need to return to Court for further advice and directions.

II. Background

15. As set out in greater detail below, HBC engaged Royal Trust to act as the institutional trustee or successor trustee of each HBC RCA. As at the date hereof, Royal Trust remains trustee.

16. HBC was granted protection under the CCAA by the Ontario Superior Court of Justice (Commercial List) (the "**Court**") on March 7, 2025 (the "**CCAA Proceedings**"). As further detailed below, the commencement of the CCAA Proceedings is an Insolvent Date under each of the HBC RCAs, which requires the windup of each HBC RCA. As further described below, in March 2025, HBC instructed the Trustee to cease making any further payments from the HBC RCAs and begin the process of winding up the HBC RCAs.

17. The Trustee cancelled the benefit payments from the HBC RCAs after being informed by HBC that they had commenced CCAA Proceedings and that no further payments should be made from the HBC RCAs. The final payments from the HBC RAA RCA and the Zellers RCA were made in March 2025 and the final payments from the HBC Main RCA and the HBC Additional RCA were made in April 2025. In order to effect the wind-up process, the Trustee first approached Mercer on April 15, 2025 to conduct the actuarial review of the SERPs to determine the Termination Liability (as defined below), being the amount payable to each beneficiary on wind-up of the relevant HBC RCA. Mercer was ultimately engaged by the Trustee on May 5, 2025.

18. While the exact quantum of distributions to beneficiaries is unknown at this time, Mercer has advised the Trustee that it does not expect there to be sufficient assets to pay all benefits payable to each Participant, after all expenses payable from each HBC RCA Trust Fund (as defined below) are paid, let alone any remaining assets in any of the HBC RCA Trust Funds.

19. Following an initial review of the HBC SERP plan documents, Mercer has raised a number of questions that require determination by the administrator of each SERP. In the ordinary course, these questions would be answered by HBC as administrator. However, as HBC has renounced its role as administrator of the SERPs and the Trustee's role is limited to administering the HBC RCAs and does not include interpreting the terms of the HBC SERPs, neither Mercer nor the Trustee can advance the wind-up process any further until these questions are resolved. Accordingly, the Trustee seeks advice and direction from the Court.

III. Overview of SERPs and RCAs

20. SERPs are contractual retirement plans providing for benefits separate and apart from registered pension plans. Unlike registered pension plans, SERPs (and by extension RCAs, as explained more fully below) are not subject to legislative requirements for funding, security or actuarial calculations. These requirements, if any, arise solely from the SERP plan text, being a contract between the employer and the participating employees.

21. RCAs are private contractual arrangements between the trustee thereof and the creator thereof to establish a pool of assets from which benefits owing to beneficiaries under related SERPs can be paid. There are no legislative funding requirements for RCAs. Instead, their funding requirements are set out in the SERPs to which they relate.

65. The first recital to the Zellers Trust Agreement states that Zellers Inc. established the Zellers SERP pursuant to which it agreed to make certain payments to the Zellers SERP Participants.

66. According to the March 31 Email, there are currently 3 Zellers SERP Participants, and they are all retired employees or their beneficiaries.

67. The second recital to the Zellers Trust Agreement states that the Zellers SERP Plan provides for the establishment and maintenance of a Trust Fund to hold the assets of the Zellers SERP.

V. The Funding and Current Assets and Liabilities of the HBC RCAs

A. The Funding of the HBC Main RCA

68. HBC made an initial contribution to the HBC Main RCA in the amount of $24,984,329 by way of wire transfer sent to the Trustee on or about January 6, 2006. According to the confirmation provided by HBC to the Trustee, corroborated by CRA Notices of Assessment, HBC paid the required Refundable Tax with respect to this contribution to the HBC Main RCA on or around the same date.

69. As of October 31, 2025, the HBC Main RCA had assets of $58,534,660.04 consisting of $34,152,767.20 invested as required by article 3.1.9 of the HBC Main Trust Agreement (plus accrued interest payable thereon), $564.08 in cash and $24,381,328.76 in the Refundable Tax account with CRA. Copies of the Royal Trust Account Statement dated October 31, 2025 and the CRA Notice of Assessment dated December 31, 2024 showing these balances are attached hereto as Exhibit "I".

70. The HBC Main RCA does not have any current outstanding liabilities. Anticipated expenses of the HBC Main RCA are the distributions payable to the Main SERP Participants and expenses related to the administration, distribution and wind-up of the HBC Main RCA (including the costs of this Advice and Directions Motion).

B. The Funding of the HBC Additional RCA

71. HBC made an initial contribution to the HBC Additional RCA of $359,236.50, which was received by the Trustee on June 30, 2011. According to the confirmation provided by HBC, corroborated by CRA Notices of Assessment, HBC paid the required Refundable Tax with respect to this contribution to the HBC Additional RCA on or around the same date.

72. As of October 31, 2025, the HBC Additional RCA had assets of $465,304.65, consisting of $201,951.32 invested in 90-day Government of Canada Treasury Bills as required by article 3.1.9 of the HBC Additional Trust Agreement (plus accrued interest payable thereon), $403.10 in cash and $262,950.23 in the Refundable Tax account with CRA. Copies of the Royal Trust Account Statement dated October 31, 2025 and the CRA Notice of Assessment dated December 31, 2024 showing these balances are attached hereto as Exhibit "J".

73. The HBC Additional RCA does not have any current outstanding liabilities. Anticipated expenses of the HBC Additional RCA are distributions payable to the Additional SERP Participants and expenses related to the administration, distribution and wind-up of the HBC Additional RCA (including the costs of this Advice and Directions Motion).

2. Termination Liability Calculation End Date

122. The next matter requiring advice and direction from the Court is the date through which accrued benefits under the HBC Main SERP are "secured" by the HBC Main RCA.

123. As noted above, the third recital to the HBC Main Trust Agreement states that the HBC Main SERP Plan provides that upon a Change in Control (as defined in the HBC Main SERP Plan) of HBC, HBC was required to secure the benefits accrued pursuant to the HBC Main SERP Plan to the date of the Change in Control.

124. The HBC Main SERP Plan states, at article 1.02(3), that following a Change in Control effective November 10, 2005, HBC established the HBC Main RCA and contributed to the HBC Main RCA Trust Fund an amount equal to the Estimated Plan Termination Liability (as defined by the HBC Main SERP Plan, to mean, in simplified terms, the sum of the commuted values of the accrued benefits as of November 10, 2005, assuming the HBC Main SERP Plan was terminated as of that date) determined as of November 10, 2005.

125. After funding of the HBC Main RCA, HBC directed payment to the Main SERP Participants who were entitled to receive benefits from the HBC Main SERP from the HBC Main RCA only in respect of the benefits that they had accrued under the HBC Main SERP Plan up to November 10, 2005, and it is these benefits which formed the basis of the HBC Main RCA contribution. HBC referred to this as the "funded" portion of the HBC Main SERP and referred to benefits accrued under the HBC Main SERP Plan after November 10, 2005 as the "unfunded" portion of the HBC Main SERP.

126. From correspondence with HBC and RBC Investor Services, the Trustee understands that benefit payments for the "unfunded" portion of the HBC Main SERP, being the benefits accruing under the HBC Main SERP Plan after November 10, 2005, were made by RBC Investor Services as paying agent for HBC, and the Trustee understands that these payments were paid by HBC from current revenues. A copy of the email dated August 11, 2025 from HBC advising the Trustee of same is attached hereto as Exhibit "V".

127. Article 7.04 of the HBC Main SERP Plan provides that upon termination of the HBC Main SERP, the Termination Liability payments shall be paid from the existing HBC Main SERP assets. "Termination Liability" is defined as a commuted value with reference to the date of termination of the HBC Main SERP. In the definition of Termination Liability, no reference is made to November 10, 2005 and the point-in-time at which HBC settled the HBC Main RCA trust, so no distinction is made between benefits accrued before or after November 10, 2005.

128. Based on a plain reading of the HBC Main SERP Plan, the Termination Liability is to be calculated based on all benefits accrued thereunder to Main SERP Participants up to the date of termination of the HBC Main SERP rather than those that had accrued prior to November 10, 2005. This is despite the fact that (i) the HBC Main RCA was only funded with an amount that was sufficient as of November 10, 2005 to satisfy benefits accrued to the Main SERP Participants prior to November 10, 2005, (ii) HBC referred to benefits accruing post November 10, 2005 as the "unfunded" portion of the HBC Main SERP, and (iii) historically, HBC only directed the Trustee to pay benefits accrued prior to November 10, 2005 from the HBC Main SERP (and appears to have paid benefits accrued following such date through other channels).

129. Accordingly, there is an argument that notwithstanding the definition of "Termination Liability", the calculation thereof ought to be limited to benefits accrued prior to November 10, 2005.

130. Additionally, the March 26 Letter advising Royal Trust that HBC had commenced CCAA proceedings, notes HBC's decision to terminate all HBC SERPs, effective as of the date of the letter (being March 26, 2025). However, there is an argument to be made that the date of termination of the HBC SERPs, based on the Insolvent Date, is a different date (e.g. the date that the Trustee received the March 26 Letter, being March 27, 2025, or the date of the declaration of insolvency referred to in the March 26 Letter, being March 7, 2025).

131. The Trustee wishes to ensure that relevant stakeholders, including the Main SERP Participants, are given an opportunity to make submissions on these issues. The Trustee seeks to obtain direction from the Court as follows:

(i) Should the Termination Liability for each Main SERP Participant be limited to benefits accrued prior to November 10, 2005?

(ii) If the answer to (i) is "no", should the Termination Liability for each Main SERP Participant be calculated based on benefits accrued to the termination date of the HBC Main RCA?

(iii) Is the date of termination of the HBC SERPs March 26, 2025?

(iv) If the answer to (iii) is "no", what is the date of termination of the HBC SERPs?

170. Mercer has advised the Trustee that Mercer requires confirmation of the actuarial assumptions and methodology to be used to calculate the Termination Liability for the Main & Additional SERP Participants. This is because Mercer cannot independently instruct itself as to any of the matters which would affect these calculations.

171. As set out in greater detail above, in the normal course, HBC would have engaged the Actuary for the purpose of carrying out these calculations and provided instructions to Mercer on appropriate actuarial assumptions and methodology. The Trustee has no authority with respect to the HBC SERP Plans and accordingly, cannot provide such instructions to Mercer.

172. At article 2.39, the HBC Main SERP Plan describes the methodology to be used to calculate the Termination Liability, as follows, assuming the HBC SERPs' termination date is in March 2025:

(i) Employment of all Main SERP Participants is assumed to be terminated as of the date of termination of the HBC Main SERP Plan;

(ii) The commuted value of each Main SERP Participant's HBC Main SERP benefits will be determined based on section 3500 - Pension Commuted Values of the Canadian Institute of Actuaries' Standards of Practice (the "**CIA Recommendation**") applicable for March 2025; and

(iii) The interest rates to be used to determine this commuted value will be one-half of the interest assumed under the CIA Recommendation, (being 1.80% per annum for the first 10 years and 2.25% per annum thereafter).

173. The Trustee is not aware of any alternative methodology which could be used instead of the above-noted methodology.

174. As a result, the Trustee wishes to obtain direction from the Court as follows:

(i) Should the methodology set out above at paragraph 172 be used to calculate the Termination Liability pursuant to the HBC Main SERP Plan?

(ii) If the answer to (i) is "no", what methodology should be used to calculate the Termination Liability pursuant to the HBC Main SERP Plan?

8. Confirmation of the Actuarial Assumptions and Methodology for the Conversion Calculations

175. The penultimate matter requiring advice and direction at this juncture is confirmation from the Court as to the Conversion Calculation (as defined below) to be used to calculate the Termination Liability for certain Main SERP Participants.

176. Mercer has advised the Trustee that Mercer requires additional confirmation of the actuarial assumptions and methodology to be used to calculate certain offsets in calculating the Termination Liability for the active and deferred Main SERP Participants pursuant to the terms of the HBC Main SERP Plan.

177. In particular, Mercer has advised the Trustee that in order to determine the Termination Liabilities payable to the Main & Additional SERP Participants and the allocation of the HBC Main RCA assets, it will be necessary to calculate the accrued benefit payable to each of the active

and deferred Main SERP Participants (the "**Accrued Benefit**"). The Accrued Benefit is to be determined pursuant to article 11.01 of the HBC Main SERP Plan as follows:

(i) the "Target DB Pension" (as defined in the HBC Main SERP Plan), minus

(ii) the "Basic Plan Offset Pension", being the pension amount payable from the Pension Plan to the Main SERP Participant whose Accrued Benefit is being calculated, minus

(iii) the "RAA Offset Pension", being the annual benefit payable, if any, pursuant to the HBC RAA SERP Plan to the Main SERP Participant whose Accrued Benefit is being calculated.

178. While the Trustee has no involvement with the Pension Plan, Mercer has advised the Trustee that the Pension Plan has both a defined benefit ("**DB**") and a defined contribution ("**DC**") component and that the majority of the active and deferred Main SERP Participants have accrued benefits under the DC component of the Pension Plan (the "**DC Active and Deferred Main SERP Participants**"). In the same way that entitlements under the HBC Main SERP Plan can be reduced based on entitlements under the DB component of the Pension Plan, they may also be reduced based on entitlements under the DC component. For the DC Active and Deferred Main SERP Participants, the Basic Plan Offset Pension (to determine this reduction) is based on a notional DC account balance which must be converted into a notional pension amount (the "**Conversion Calculation**"). This DC account balance is "notional" because the HBC Main SERP Plan provides for interest to be credited to the Main SERP Participant's DC balance based on a default fund selected by HBC for purposes of determining the notional DC account balance rather than the Main SERP Participant's actual DC fund selection under the Pension Plan.

179. Mercer has advised the Trustee that (i) previously, HBC, as the HBC Main SERP plan administrator, prepared such Conversion Calculations, with limited assistance from Mercer, and (ii) HBC's administrative practice in preparing the Conversion Calculations was to ask Manulife Financial ("**Manulife**"), the DC record keeper for the Pension Plan, to determine the Basic Plan Offset Pension for the DC Pension Plan, which Manulife appears to have done based on internal, proprietary calculation tables.

180. HBC has declined to have any further role regarding the HBC Main SERP, including causing Manulife to carry out any Conversion Calculations (as it had previously done as the HBC Main SERP plan administrator). Further, Mercer has advised the Trustee that Manulife has declined, citing confidentiality concerns, to share the assumptions and methodologies previously used by it to determine the Basic Plan Offset Pension for the DC Pension Plan and Mercer is unable to replicate their methodologies. As a result, Mercer cannot follow the past administrative practice of HBC in respect of the Conversion Calculations and requires instructions regarding which assumptions and methodologies to use for the Conversion Calculations.

181. Mercer has further advised the Trustee that (i) a common actuarial practice for completing calculations such as the Conversion Calculation is to use actuarial assumptions in accordance with the CIA Recommendation, rather than the administrative practice that HBC appears to have followed in the past, and (ii) using actuarial assumptions in accordance with the CIA Recommendation is supported by sections 11.03(1), 2.01 and 2.09 of the HBC Main SERP Plan, which when read together provide that the CIA Recommendation be used to make the Conversion Calculation.

182. Accordingly, Mercer's proposed approach is that the methodology used for the Conversion Calculation be in accordance with the CIA Recommendation, even though this would mean that the Conversion Calculation is not done in accordance with HBC's apparent past practice. As set out in greater detail above, the Trustee cannot provide such instructions because they relate to the HBC Main SERP Plan and the Trustee has no authority regarding the HBC SERP Plans.

183. Mercer has advised the Trustee that the calculation of the RAA Offset Pension amounts for each DC Active and Deferred Main SERP Participant also requires the Conversion Calculation to be done which gives rise to the same challenges.

184. Based on the information received from Mercer and their proposed approach, and since the Trustee cannot provide instructions to Mercer independently, the Trustee wishes to obtain direction from the Court as follows:

(i) Should the actuarial assumptions in accordance with the CIA Recommendation be used to complete the Conversion Calculation for each DC Active and Deferred Main SERP Participant in determining the Basic Plan Offset Pension and the RAA Offset Pension?

(ii) If the answer to (i) is "no":

a. What methodology should be used to complete the Conversion Calculation for each DC Active and Deferred Main SERP Participant in determining the Basic Plan Offset Pension?

b. What methodology should be used to complete the Conversion Calculation for each DC Active and Deferred Main SERP Participant in determining the RAA Offset Pension?

TAB 2

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF 1242939 B.C. UNLIMITED LIABILITY COMPANY, 1241423 B.C. LTD., 1330096 B.C. LTD., 1330094 B.C. LTD., 1330092 B.C. UNLIMITED LIABILITY COMPANY, 1329608 B.C. UNLIMITED LIABILITY COMPANY, 2745263 ONTARIO INC., 2745270 ONTARIO INC., SNOSPMIS LIMITED, 2472596 ONTARIO INC., AND 2472598 ONTARIO INC.

Applicants

AFFIDAVIT OF RITA DE FAZIO

I, Rita De Fazio, of the City of Toronto, in the Province of Ontario, DO SOLEMNLY AFFIRM AS FOLLOWS:

1. I am an Associate at Ursel Phillips Fellows Hopkinson LLP, Employee Representative Counsel ("**ERC**") in the above-captioned matter. As such, I have personal knowledge of the matters to which I herein depose or where my knowledge is based upon information and belief, I refer to the source of that information, and believe it to be true.

2. This Affidavit is affirmed in relation to the motion by Royal Trust Corporation of Canada ("**RT**") for advice and directions of the of the Superior Court of Justice (Commercial List) (the "**Court**") in its capacity as trustee of trust funds related to four retirement compensation arrangements ("**RCAs**") for former executives of the Hudson's Bay Company and its predecessors (the "**Company**").

of the HBC Main SERP and referred to benefits accrued under the HBC Main SERP Plan on and after November 10, 2005 as the "unfunded" portion of the HBC Main SERP.

27. I am advised by the Applicants and do believe that in most cases, retired SERP Participants received their SERP benefits in the form of distinct payments from different sources, which related to the period of accrual of their benefits. In particular:

(a) DB benefits accrued under the HBC RAA SERP up to October 29, 1999 were paid from the HBC RAA RCA;

(b) DB benefits accrued under the Main SERP for service accrued up to November 10, 2005 were paid from the HBC Main RCA, this fact being further confirmed in the Roth Affidavit at para. 125;

(c) DB benefits accrued under the Main SERP for service accrued on and after November 10, 2005 were paid by HBC from general revenue and administered by Royal Bank of Canada ("**RBC**") through a non-trust account; and

(d) DC benefits accrued under the Main SERP were paid by HBC from general revenue and administered by RBC through a separate non-trust account.

28. In respect of DB benefits in the Main SERP for service accrued on and after November 10, 2005, I am advised by the Applicants and do believe that the Company made deposits to the non-trust account at RBC each month in advance of RBC processing the payments to Main SERP Participants.

29. ERC has communicated directly with SERP Participants and reviewed personal financial records, including tax reporting forms, provided by SERP Participants, which confirm that SERP Participants received distinct payments from these sources.

30. ERC has reviewed various communications from the Company to SERP Participants, which were provided to us by those SERP Participants. These communications further confirm that the Company communicated to SERP Participants that:

(a) their SERP benefits had "funded" and "unfunded" portions;

(b) the benefits for their service in the HBC Main SERP Plan on and after November 10, 2005 were "unfunded";

(c) the amounts that would be paid from the RT trust accounts were in relation to the "funded" portions of their benefits under the HBC Main SERP Plan and the HBC RAA SERP; and

(d) amounts received from RBC non-trust accounts were in respect of the "unfunded" portions of their benefits (including DC benefits) under the HBC Main SERP Plan.

THE ADDITIONAL SERP PARTICIPANTS

31. There are two Additional SERP Participants in the HBC Additional SERP, who are named in Schedule "B" to the HBC Additional Trust Agreement but whose identities and personal information have been redacted at Exhibit "C" to the Roth Affidavit.

32. ERC has communicated directly with both of the Additional SERP Participants to receive information and instructions from them in relation to the issues raised in the RT motion.

33. The two Additional SERP Participants have confirmed the form of their employment contracts with the Company (the "**Employment Contracts**"), the key provisions of which are described below. ERC has filed a separate motion for a redaction order to protect the privacy interests of the Additional SERP Participants, and intends to serve a supplementary affidavit enclosing redacted copies of the Employment Contracts further to the Court's direction in that motion.

34. The two Additional SERP Participants have confirmed their support of the positions that ERC is taking on this motion.

35. In particular, the Additional SERP Participants have advised and I do believe:

(a) Both of the Additional SERP Participants are participants in the HBC Main SERP Plan;

(b) Their employment with the Company was terminated on July 17, 2008 and June 30, 2010 respectively;

(c) It was their understanding that the HBC Additional RCA was established to satisfy the obligations of the Company under the Employment Contracts to secure their accrued benefits under the HBC Main SERP Plan following the termination of their employment in the event of a Change of Control. The language in their respective contracts, which are identical in this respect, contains a more expansive definition of a Change of Control than that in the HBC Main SERP Plan and provides as follows:

> "to the extent not otherwise required under the SERP, HBC shall be required to immediately secure the supplementary pension benefits accrued… under the SERP to the

> Change of Control Termination Date, if such sums held in trust at the time are deemed to be actuarially inadequate"

(d) Under the heading "Compensation Provisions", the term "SERP" is defined in the Employment Contracts as follows:

> "[name] will continue to be eligible to participate in the Supplementary Executive Retirement Plan (the "**SERP**"). Participation in the plan is subject to its terms and conditions."

(e) Neither of the two Additional SERP Participants is aware of any separate plan text for the HBC Additional RCA that is in existence or ever existed;

(f) Since their retirement, each of the Additional SERP Participants received distinct payments from the HBC Main RCA and the HBC Additional RCA, which they understood to have been calculated such that their benefits accrued up to November 10, 2005 were paid from the HBC Main RCA, and their benefits accrued on and after November 10, 2005, to their respective termination dates were paid from the HBC Additional RCA.

PARTICIPATION IN THE SERPS

36. As identified above, the Applicants have provided ERC with detailed information related to the participants in each of the four RCAs.

37. Based on a review of these records, I believe that the number of participants in each of the SERPs varies slightly from the information contained in the Roth Affidavit regarding the participants in the RCAs. I believe that the number of participants in each of the SERPs is as follows (shown alongside the RCA participant information from the Roth Affidavit):

Plan	**Associated RCA**	**Number of participants in the RCAs (as stated in the Roth Affidavit)**	**Number of participants in the SERPs (based on review of Company records)**
Zellers SERP	Zellers RCA	3	3
HBC RAA SERP	HBC RAA RCA	75	83
[HBC Main SERP]	HBC Additional RCA	2	2
HBC Main SERP	HBC Main RCA	183	DB Component: 257 DC Component: 29
All Plans			305

38. Many individuals are participants in more than one plan, and thus the total population of participants is not equal to the sum of the participants in each plan, and as described further below, the number of participants with an entitlement to assets in the HBC Main RCA is distinct from the number of participants in the HBC Main SERP.

39. Question 2 before the Court is "Should the Termination Liability for each Main SERP Participant be limited to benefits accrued prior to November 10, 2005"? ERC believes that this question is meant to clarify whether the application of the assets of the HBC Main RCA should be limited to benefits accrued prior to November 10, 2005. ERC has reviewed the information provided by the Applicants to identify which Main SERP Participants are impacted by this determination, and is providing this information for the assistance of the Court.

40. The detailed participant information provided to ERC by the Applicants identifies that of the 257 participants in the DB component of the HBC Main SERP Plan, 183 Main SERP Participants accrued benefits up to November 10, 2005, while 215 SERP Participants accrued benefits on and after November 10, 2005. Many individuals accrued benefits in both periods, and therefore the total number of participants in the DB component of the Main SERP is not equal to the sum of the participants with service up to November 10, 2005 and on and after November 10, 2005.

41. Participation in the DB component of the HBC Main SERP Plan can be broken down more granularly as follows:

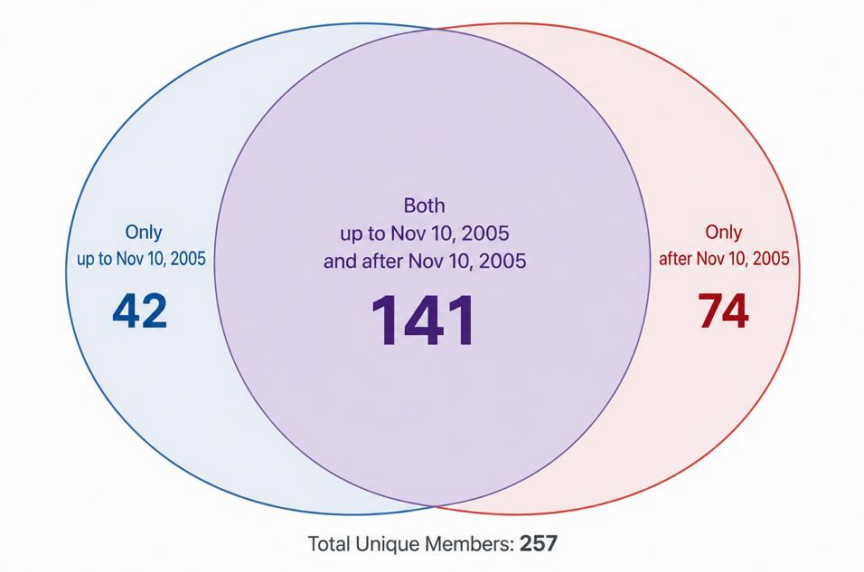
(a) there are 42 Main SERP Participants with defined benefits accrued only up to November 10, 2005;

(b) there are 141 Main SERP Participants with defined benefits accrued both up to, and on and after November 10, 2005; and

(c) there are 74 Main SERP Participants with defined benefits accrued exclusively on and after November 10, 2005.

42. These figures are illustrated in the Venn diagram below:

Main SERP Participants by period of defined benefit accrual



43. As identified in the Proposed Responses, based upon our review of the facts and the law, ERC is of the view that the assets in the HBC Main RCA should be limited to payment of the portion of an HBC Main RCA participant's Termination Liability that is in respect of benefits accrued prior to November 10, 2005.

44. As a result, if the Court were to issue an order consistent with ERC's position:

(a) There are 183 Main SERP Participants in the DB component who accrued benefits up to November 10, 2005, and who would have entitlements to the assets in the HBC Main RCA;

(b) there are 74 Main SERP Participants in the DB component who accrued benefits exclusively on or after November 10, 2005 and who would have no entitlement to the assets in the HBC Main RCA; and

(c) there are 29 Main SERP Participants in the DC component who would have no entitlement to the assets in the HBC Main RCA.

VALUATION OF THE SERPS

45. As identified in the Roth Affidavit at para. 18, Mercer has advised RT that it does not expect there to be sufficient assets to pay all benefits payable to each Participant, after all expenses payable from each HBC RCA Trust fund are paid, let alone any remaining assets in any of the HBC RCA Trust Funds.

46. None of the SERPs are subject to pension regulatory requirements with respect to periodic actuarial valuations. Nonetheless, in December 2022, Mercer provided the Company with an actuarial valuation report of the HBC RAA SERP and the HBC Main SERP as at January 1, 2022 (the "**2022 Valuation Report**"), a copy of which is attached as **Exhibit "C"**.

47. The 2022 Valuation Report excludes the Zellers SERP. The 2022 Valuation Report did not separately value any "HBC Additional SERP", but rather included the valuation of the HBC Additional RCA together with the valuation of the HBC Main RCA in its valuation of the HBC Main SERP Plan (which is referred to in the report as the "Executive SERP"), while noting that the "Executive SERP" assets "[i]ncludes assets in respect of two executives held separately for them in a trust account with a total market value of $606,098 as at January 1, 2022." However, no corresponding "HBC Additional SERP" liabilities are separately identified.

48. In the introduction, the 2022 Valuation Report identifies the following with respect to the funding of the various SERPs:

> The RAA is partially funded… The Executive SERP is partially funded as a result of a Change in Control of the Company on November 10, 2005, as defined in the Executive SERP document, and contributions made during 2011 in respect of two executives. The terms of the Executive SERP do not require any additional advance funding except that, in the event of a subsequent Change in Control, the Estimated Plan Termination Liability of the Executive SERP is to be funded.

49. The Methods and Assumptions in the 2022 Valuation Report describes the allocation of accrued pensions under the Main SERP as follows:

> **Allocation of Funded and Unfunded Executive SERP Pensions:**
>
> Pensions accrued under the Executive SERP are allocated between funded and unfunded amounts based on the following methodology and in accordance with HBC's decision at the March 20, 2008 meeting:
>
> 1. **Funded Executive SERP Pensions**
> The funded Executive SERP pension is in respect of executive service granted after October 29, 1999 and prior to Nov 10, 2005. It is determined as the Target Pension Formula under the Executive SERP but based on the member's frozen final average earnings, pensionable service and the CPP Pension at November 10, 2005; less the RAA Offset Pension and less the notional registered DC Plan offset (based on frozen number of units from Oct 29, 1999 to November 10, 2005 and frozen notional unit value at November 10, 2005).
>
> 2. **Unfunded Executive SERP Pensions**
>
> The Unfunded Executive SERP pension is determined as the total accrued Executive SERP pension, less the Funded Executive SERP pension, if any (as described above), less the RAA pension, if any.

50. The actuarial valuation as at January 1, 2022 identified deficits or shortfalls in all plans that were evaluated as follows (all values are as at January 1, 2022):

Plan	RCA Assets	Shortfall
RAA	$5,184,000	$21,010,000
Main SERP – Funded DB component	$57,589,000 (including assets of the Additional SERP)	$6,208,000 (including with respect to HBC Additional SERP liabilities)
Main SERP – Unfunded DB component	$0	$115,615,000
Additional SERP	$606,098	Not evaluated separately. See Main SERP Funded DB component above.

Main SERP – DC component	$0	$2,966,000

TERMINATION DATE

51. Question 3 asks the Court to confirm the termination date of the SERPs. I am advised by counsel to RT and do believe that that in order to understand the implications of the termination date, Mercer would need to carry out two sets of calculations which would take time and have attendant costs.

52. ERC is of the view that expending such costs is not in the interests of SERP Participants. Considering the provisions of the Trust Agreements and plan texts, and the fact that the Company's insolvency was open and notorious as of March 7, 2025, ERC is of the view that March 7, 2025 is the appropriate termination date.

CONVERSION CALCULATION

53. Question 11 asks the Court to confirm that the actuarial assumptions in accordance with the CIA Recommendation should be used to complete the Conversion Calculation for each DC Active and Deferred Main SERP Participant in determining the Basic Plan Offset Pension and the RAA Offset Pension.

54. As noted at para. 180 of the Roth Affidavit, Manulife has declined to share the assumptions and methodologies used by it to determine the Basic Plan Offset Pension for the DC Pension Plan and Mercer is unable to replicate their methodologies to be consistent with HBC's prior administrative practice.

55. I am further advised by RT and do believe that if Manulife were engaged to conduct the Conversion Calculations by the Company or another party, doing so would cause additional delay in completing Mercer's calculations.

56. ERC is of the view that this delay is not in the interests of SERP Participants, and that it is appropriate for the Court to confirm that the actuarial assumptions in accordance with the CIA Recommendation be used to complete the Conversion Calculation.

ERC'S COMMUNICATIONS WITH PARTICIPANTS

57. Since our appointment, ERC has met regularly with and sought the advice and direction of its Employee Committee, formed further to para. 4 of the ERC Order, including with respect to the SERPs

58. Throughout the *CCAA* proceedings, ERC has also communicated extensively with SERP Participants with respect to SERP-related questions, the wind-up of the RCAs and the issues raised in the RT Motion.

59. ERC engaged in discussions with RT regarding the RCAs beginning in or around June 2025, and was advised in or around August 2025 that RT anticipated that it would require the advice and direction of the Court with respect to the wind-up of the RCAs.

60. ERC held a virtual Town Hall meeting for SERP Participants on September 25, 2025 (the "**September Town Hall**"), for which notice was published on ERC's website. ERC required SERP Participants to register for this program, and verified that all registrants were in fact members of a SERP prior to admission to the Town Hall. At the September Town Hall, ERC provided SERP Participants with an overview of the *CCAA* proceedings, the SERPs and RCAs, and highlighted the anticipated issues that may require the assistance of the Court. The September Town Hall was attended by approximately 90 SERP Participants, and presentation materials were provided to SERP Participants on request.

61. Following the service of RT's motion on February 13, 2026, and ERC's analysis of the evidence and the law, ERC held a second virtual Town Hall meeting for SERP Participants on March 24, 2026 (the "**March Town Hall**"). All registrants for the September Town Hall were proactively invited. As with the September Town Hall, notice of this meeting was posted on ERC's website, registration was required and ERC again verified that all registrants were in fact members of a SERP.

62. The March Town Hall was attended by approximately 100 SERP Participants, and presentation materials were provided to SERP Participants on request.

63. In the March Town Hall, ERC described its analysis of the facts and the law, and its subsequent anticipated position on the issues in the RT motion. In particular, ERC articulated its assessment based on the facts and the law, that SERP Participants who accrued service in the HBC Main SERP Plan exclusively on and after November 10, 2005 did not have a valid legal claim on the assets of the HBC Main RCA.

64. On behalf of our clients, ERC asserts solicitor-client privilege over its presentations to SERP Participants at the September Town Hall and the March Town Hall. By disclosing the fact of these meetings and the topics discussed at these meetings, ERC does not waive its client's privilege with respect to the substance of those meetings or the materials exchanged.

65. Subsequent to the March Town Hall, ERC has continued to communicate with SERP Participants regularly by email, phone and in meetings with individuals, where appropriate. No individual has come forward to question or dispute ERC's analysis regarding the HBC Main RCA, to provide contrary facts that raise concerns about ERC's analysis, or to

suggest that ERC's analysis and proposed positions on the issues in the RT motion is incorrect.

66. Following a case management conference in relation to the scheduling of this motion, ERC posted an update to its website regarding the scheduling of this motion and related matters, and sent a proactive email communication to all SERP Participants who registered for either the September Town Hall or March Town Hall regarding the same.

67. ERC intends to post all of its materials on this motion on its website following service on the Service List. Such materials will also in the ordinary course be available on the Monitor's website.

68. ERC has announced and intends to hold a further Town Hall for SERP Participants on July 29, 2026 at 6pm to discuss the Proposed Responses and the RT Motion generally.

69. The Employee Committee supports the positions ERC is taking on the RT motion, as articulated in the Proposed Responses, as do both of the Additional SERP Participants. ERC is not aware of any SERP Participant that opposes ERC's positions on the issues that will be before the Court on September 25, 2026.

70. I affirm this affidavit in support of ERC's position on this motion and for no other or improper purpose.

AFFIRMED remotely by Rita De Fazio stated as being located in the City of Toronto before me at the City of Toronto on July 17, 2026 in accordance with O. Reg 431/20, Administering Oath or Declaration Remotely.



A Commissioner for taking Affidavits *(or as may be)*



Rita De Fazio

PROPOSED RESPONSES

Question:	Follow-up Question(s)	Proposed Response
1. Can interim distributions be made from the HBC Main RCA prior to a final determination of what amounts, if any, the Main SERP Participants are entitled to from the Pension Plan surplus, on the basis that recoveries of overpayments (if any) as a result thereof will be deducted from wind-up distributions of the Pension Plan surplus, if any, to each Main SERP Participant?	**If the answer to this question is 1 "no":** Can interim distributions be made from the HBC Main RCA prior to a final determination of what amounts, if any, the Main SERP Participants are entitled to from the Pension Plan surplus, on another basis, and if so on what basis should that be? *If the answer to the follow-up question above is also "no", such that no interim distributions can be made from the HBC Main RCA prior to a determination of what amounts, if any, the Main SERP Participants are entitled to from the Pension Plan surplus, the Trustee still requests that the remaining questions posed be answered by the Court as these questions require answers regardless of the timing of the distributions from the HBC Main RCA.*	The answer to Q. 1 is Yes, and therefore it is unnecessary to answer the follow-up question. A mechanism to protect any interest of the Company in relation to art. 7.08 of the HBC Main SERP Plan, and the reversionary interest in excess assets under art. 7.07 is appropriate by way of court order and letters of commitment executed by Main SERP Participants to ensure that appropriate calculations are conducted and any amounts owing to the Company are paid from the Main SERP recipients' distribution from the registered pension plan surplus.
1(A) Could there be any excess assets under the HBC Main RCA (with or without taking into account surplus distributions under the Pension Plan) in respect of which, pursuant to section 7.07 of the HBC Main SERP plan text and section 8.3 of the trust agreement, the Company could claim a reversionary interest? If so, what is the Company's reversionary interest in any excess assets under the HBC Main RCA?		Yes, there could be excess assets over which the Company could claim a reversionary interest, however determination of that reversionary interest cannot be made until the Actuary has conducted its calculations following the Court's directions.
2. Should the Termination Liability for each Main SERP Participant be limited to benefits accrued prior to November 10, 2005?	**If the answer to this question 2 "no":** Should the Termination Liability for each Main SERP Participant be calculated based on benefits accrued to	We believe that this question is meant to clarify whether the application of the assets of the HBC Main RCA should be limited to benefits accrued prior to November 10, 2005. If so, the answer is is yes.

Question:	Follow-up Question(s)	Proposed Response
	the termination date of the HBC Main RCA?	The Termination Liability for each Main SERP Participant should be limited to benefits accrued up to November 10, 2005 and should be payable only to those Main SERP Participants with benefits accrued up to November 10, 2005.
3. Is the date of termination of the HBC SERPs March 26, 2025?	**If the answer to this question 3 "no":** What is the date of termination of the HBC SERPs?	No. The Termination Date is March 7, 2025.
4. Can the Trustee and Mercer assume that there is no plan text for the HBC Additional SERP?	**If the answer to this question 4 is "no":** What additional steps should the Trustee take to obtain a plan text or what terms of the HBC Additional SERP plan text should the Trustee assume exist?	Yes. There is no HBC Additional SERP plan text.
5. Are the benefits payable to the Additional SERP Participants, including any Termination Liability, to be determined in accordance with the terms of the HBC Main SERP Plan?	**If the answer to this question 5 is "no":** On what basis are the benefits payable to the Additional SERP Participants to be determined?	Yes, the Additional SERP Participants' entitlements should be determined under the HBC Main SERP Plan.
6. Are the Additional SERP Participants entitled to *security* in excess of what the HBC Main RCA provides, which was provided by the HBC Additional RCA?		Yes, the HBC Additional RCA is intended to provide additional security to the Additional SERP Participants. In connection with this answer, please also see the response to Question 9 below.
7. Should the Additional SERP Participants have priority entitlement to the HBC Additional RCA Trust Fund?	**If the answer to this question 7 is "no":** Should the HBC Additional RCA Trust Fund be considered as one fund with the HBC Main RCA Trust Fund for the purposes of making termination payments to the Main & Additional SERP Participants?	Yes, the Additional SERP Participants have priority entitlement to the assets in the HBC Additional RCA. In connection with this answer, please also see the response to Question 9 below.
8 If the Court determines the Additional SERP Participants have priority entitlement to the HBC Additional RCA Trust Fund (i.e., if the answer to question 7 is "yes"), should the methodology for allocating the remaining assets under the HBC Additional RCA	**If the answer to this question 8 is "yes":** Should the Additional SERP Participants' Termination Liability used in the calculation for allocating both the HBC Main RCA and the HBC Additional RCA include all	Yes, the remaining assets under the HBC Additional RCA should be allocated based on only the Additional SERP Participants' Termination Liability and paid only to those Additional SERP Participants.

Question:	Follow-up Question(s)	Proposed Response
include only the Additional SERP Participants' Termination Liability	benefits accrued under the HBC Main SERP (i.e., the benefits paid under the HBC Additional RCA should not be excluded when determining the asset allocation for the HBC Main RCA and vice versa)?	Consistent with the proposed responses to Questions 2, 6 and 7 above, the Additional SERP Participants' Termination Liability should be calculated to account for benefits accrued up to November 10, 2005 from the HBC Main RCA, and to account for benefits accrued after November 10, 2005 from the HBC Additional RCA.
9. Should the aggregate amount payable to an Additional SERP Participant from both the HBC Main RCA and HBC Additional RCA be limited to 100% of their Termination Liability?	If the answer to this question 9 is "yes": If the aggregate amount payable to an Additional SERP Participant from both the HBC Main RCA and HBC Additional RCA is greater than 100% of the Additional SERP Participant's Termination Liability, should the termination payment to that Additional SERP Participant from the HBC Main RCA Trust Fund be reduced to ensure that the Additional SERP Participant's aggregate amount payable from both the HBC Main RCA and HBC Additional RCA is no greater than their Termination Liability? Should the excess assets remaining in the HBC Main RCA Trust Fund after reducing the amount payable to the Additional SERP Participant(s) from the HBC Main RCA Trust Fund be allocated among the other HBC Main Participants based on a *pro rata* of their Termination Liability?	**This issue may be contested separately at a later date after the Actuary has conducted its calculations following the Court's directions, if necessary.** While it is agreed that the Additional SERP Participants have no entitlement over and above 100% of their Termination Liability, there may be disputes as to the appropriate calculation thereof and the interaction of an excess in one trust fund with a shortfall in another. These potential disputes as to the interpretation of the trust agreements and the HBC Main SERP Plan may or may not arise, and should be deferred pending calculation of the Additional SERP Participants' entitlements under the HBC Main RCA and the HBC Additional RCA and be decided only if necessary. To protect the potential interest of the Company to any excess, the Order should direct that the assets in the HBC Additional RCA cannot be distributed unless (a) there is no excess, (b) there is an agreement between the Company and the Additional SERP Participants regarding the excess amounts; or (c) further order of the Court following determination of Question 9.
10 Should the methodology set out at paragraph 172[1] be used to calculate the Termination	**If the answer to this question 10 is "no"**:	Yes.

1 **Paragraph 172:** At article 2.39, the HBC Main SERP Plan describes the methodology to be used to calculate the Termination Liability, as follows, assuming the HBC SERPs' termination date is in March 2025: (i) Employment of all Main SERP Participants is assumed to be terminated as of the date of termination of the HBC Main SERP Plan; (ii) The commuted value of each Main SERP Participant's HBC Main SERP benefits will be determined based on section 3500 – Pension Commuted Values of

Question:	Follow-up Question(s)	Proposed Response
Liability pursuant to the HBC Main SERP Plan?	What methodology should be used to calculate the Termination Liability pursuant to the HBC Main SERP Plan?	
11 **Should the actuarial assumptions in accordance with the CIA Recommendation be used to complete the Conversion Calculation for each DC Active and Deferred Main SERP Participant in determining the Basic Plan Offset Pension and the RAA Offset Pension?**	**If the answer to this question 11 is "no":** What methodology should be used to complete the Conversion Calculation for each DC Active and Deferred Main SERP Participant in determining the Basic Plan Offset Pension? What methodology should be used to complete the Conversion Calculation for each DC Active and Deferred Main SERP Participant in determining the RAA Offset Pension?	Yes.
12 **Should the outstanding RAA Loans and Zellers Loans be repaid to HBC out of the Trust Funds available in the HBC RAA RCA and Zellers RCA, respectively?**	This is a threshold question as it relates to the RAA RCA and Zellers RCA as there are insufficient funds in each of the related Trust Funds to make any further distributions to the participants of such RCAs if such loans are repaid to HBC.	**This issue will be contested separately.**
Additional Questions		
A. Should the Proposed Cost Allocation Methodology as outlined in paragraph 189[2] be adopted?	If the answer to this question 13 is "no", what methodology should be adopted?	Answer under review, as addressed in Aide Memoire
B. Can any excess assets remaining in the Trust Funds be paid to the Company?		Yes.
C. Should RT be required to deliver a signed promissory note to the Company in respect of the February		**This issue will be contested separately.**

the Canadian Institute of Actuaries' Standards of Practice (the **"CIA Recommendation")** applicable for March 2025; and (iii) The interest rates to be used to determine this commuted value will be one-half of the interest assumed under the CIA Recommendation, (being 1.80% per annum for the first 10 years and 2.25% per annum thereafter).

2 **Paragraph 189:** Since being instructed by HBC to wind up the HBC RCAs, the Trustee has incurred legal and actuarial fees and disbursements related to the management and wind up of the HBC RCAs (the "**Costs**"). Pursuant to Section 7.6 of each RCA Trust Agreement, the Trustee is authorized to pay the Costs out of each HBC RCA Trust Fund. Where fees and disbursements are incurred by the Trustee with respect to a specific HBC RCA, the Trustee proposes to apply those costs to the applicable HBC RCA Trust Fund, while costs related to general work covering all of the HBC RCAs will be distributed across all four HBC RCA Trust Funds ratably based on quantum of assets in such HBC RCA Trust Fund (inclusive of Refundable Tax) (the **"Proposed Cost Allocation Methodology**").

Question:	Follow-up Question(s)	Proposed Response
27, 2025 RAA Loan and February 27, 2025 Zellers Loan?		

TAB 3

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF 1242939 B.C. UNLIMITED LIABILITY COMPANY, 1241423 B.C. LTD., 1330096 B.C. LTD., 1330094 B.C. LTD., 1330092 B.C. UNLIMITED LIABILITY COMPANY, 1329608 B.C. UNLIMITED LIABILITY COMPANY, 2745263 ONTARIO INC., 2745270 ONTARIO INC., SNOSPMIS LIMITED, 2472596 ONTARIO INC., AND 2472598 ONTARIO INC.

Applicants

EIGHTEENTH REPORT OF THE MONITOR
ALVAREZ & MARSAL CANADA INC.

SEPTEMBER 18, 2026

Royal Trust and the Company described in the Roth Affidavit, no separate plan text has been located by Royal Trust or the Company. The HBC Additional Trust Agreement contains language similar to the HBC Main Trust Agreement confirming that, in the event of a conflict, the terms of the HBC Additional Trust Agreement shall prevail over the terms of the SERP or the Employment Contract.

4.0 SCHEDULE AND PROTOCOL

4.1 A summary of the materials filed by the various parties is provided in Section 1.0 of this Eighteenth Report. Further background on additional steps taken pursuant to the Schedule and Protocol is set out below.

4.2 As discussed above, the Schedule and Protocol was served on the CCAA service list on July 28, 2026. In accordance with the Schedule and Protocol, and in consultation with Royal Trust and the Monitor, Employee Representative Counsel prepared information and instructions (the "**Information and Instructions**") for how Interested Parties (as defined below) could participate in the September 25 Hearing. "**Interested Parties**" are defined as parties that (a) are not already on the CCAA service list (individually or through counsel); and (b) have a defined interest in the subject matter of the motion, including, without limitation, members of RCAs and SERP groups and their estates. Among other things, the Information and Instructions provided a form of "Notice of Intention" to be delivered to the Monitor and Employee Representative Counsel by any Interested Party wishing to take a position at the September 25 Hearing. A copy of the Information and Instructions is attached hereto at **Appendix "F"**.

4.3 In addition to the Information and Instructions, Employee Representative Counsel also prepared a plain-language overview of its position in respect of the issues for the September 25 Hearing (the "**Overview**"). A copy of the Overview is attached hereto at **Appendix "G"**.

4.4 The Monitor understands from Employee Representative Counsel that, on July 22, 2026, Employee Representative Counsel posted a notice that it would host a town hall on July 29, 2026, and emailed that notice to its email distribution list for all HBC SERP participants for which Employee Representative Counsel has an email address (128 individuals). The Monitor also understands from Employee Representative Counsel that, on July 27, 2026, French and English copies of the Information and Instructions and the Overview, along with a copy of Employee Representative Counsel's July 24 factum, were (a) emailed to Employee Representative Counsel's email distribution list; and (b) posted on Employee Representative Counsel's website. The Monitor also posted copies of these materials on its Case Website on July 28, 2026.

4.5 The Monitor understands that, on July 29, 2026, in accordance with the Schedule and Protocol, Employee Representative Counsel hosted a town hall that was attended by 78 HBC SERP participants. As noted in the De Fazio Unopposed Questions Affidavit, Employee Representative Counsel had previously hosted town halls to discuss issues with the HBC SERP participants on September 25, 2025 and March 24, 2026.

4.6 The Schedule and Protocol provided that any Interested Party wishing to take a position at the September 25 Hearing was required to:

(a) deliver a Notice of Intention to Employee Representative Counsel and the Monitor by August 24, 2026;

(b) serve and file a motion record by September 4, 2026; and

(c) serve and file a factum by September 11, 2026.

4.7 The Monitor did not receive any Notices of Intention. The Monitor understands from Employee Representative Counsel that Employee Representative Counsel similarly did not receive any Notices of Intention. Further, no materials were served on the CCAA service list by any Interested Parties.

4.8 As noted above, the draft HBC RCA Direction Order was served by Employee Representative Counsel on the CCAA service list on August 15, 2026. The Monitor is advised by Employee Representative Counsel that Employee Representative Counsel posted a copy of that Order on its website on the same date.

4.9 Employee Representative Counsel has confirmed to the Monitor that, as of the date hereof, it has not received any communication from any individual to question or dispute Employee Representative Counsel's analysis regarding the HBC Main RCA, to provide contrary facts that raise concerns about Employee Representative Counsel's analysis, or to suggest that Employee Representative Counsel's analysis and proposed positions on the issues are incorrect. As of the date hereof, the Monitor is not aware of any opposition to the relief being sought at the September 25 Hearing.

5.0 HBC RCA DIRECTION ORDER

5.1 As described above, the HBC RCA Direction Order would provide direction in respect of most issues raised in the Royal Trust Motion, as well as certain subsequently-identified issues. The material relief sought in the HBC RCA Direction Order is described below.

5.2 As noted above, the HBC RCA Direction Order does not address Question #9, which asks whether the aggregate amount payable to an Additional SERP Participant from both the HBC Main RCA and the HBC Additional RCA should be limited to 100% of their Termination Liability. Employee Representative Counsel proposes that this issue be addressed separately at a later date after the Actuary has conducted its calculations following the Court's directions contemplated by the HBC RCA Direction Order. Relatedly, Employee Representative Counsel proposes that Additional Question B, which asks whether any excess assets remaining in the HBC RCA trust funds can be paid to the Company, be deferred pending resolution of Question #9 – however, the HBC RCA Direction Order would allow further distributions of excess assets to occur if agreed to between Employee Representative Counsel and the Monitor, or otherwise authorized pursuant to further Order of the Court.

5.3 Finally, the HBC RCA Direction Order does not address Question #12, which asks whether certain amounts loaned by the Company to the HBC RAA RCA and the Zellers RCA (each as defined in the Roth Affidavit) should be repaid out of such HBC RCA assets, and which is expected to be the subject of a future, contested motion to the extent a consensual agreement cannot be reached between the relevant parties.

Direction Related to the HBC Main SERP

Entitlement to Assets of the HBC Main RCA

5.4 As noted above, there is a potential conflict between the HBC Main Trust Agreement and the HBC Main SERP regarding the entitlement to the HBC Main RCA assets on a wind-up. Employee Representative Counsel submits that the purpose of the HBC Main RCA, as described in the HBC Main Trust Agreement, is to secure benefits accrued up to the November 10, 2005 "Change in Control". Employee Representative Counsel also highlights that the HBC Main Trust Agreement governs in the event of a conflict with the HBC Main SERP, and that the Company's conduct (including its communications with the HBC Main SERP Participants) made clear that the entitlement to the assets in the HBC Main RCA was limited to benefits accrued prior to November 10, 2005.

5.5 In response to Question #2, the HBC RCA Direction Order would therefore direct that the application of the assets of the HBC Main RCA be limited to benefits accrued prior to November 10, 2005, and that, in respect of the 2005 Main SERP Participants, the Actuary shall calculate the "Termination Liability", as defined in the HBC Main SERP, up to the Termination Date (the "**Total Termination Liability**") and shall also calculate the portion of the Total Termination Liability that is attributable to benefits accrued up to November 10, 2005 under the terms of the HBC Main SERP Plan for each of the 2005 Main SERP Participants (the "**2005 Termination Liability**"). The HBC RCA Direction Order also provides a mechanism for distributions to be made from the HBC Main RCA assets based on participants' 2005 Termination Liability only, and pro-rated having regard to the sufficiency of the assets in the HBC Main RCA.

5.6 If the calculation results in a surplus, such assets will not be distributed except upon further Order of the Court or as directed in any agreement between the Monitor and Employee Representative Counsel.

Termination Date

5.7 The HBC Main Trust Agreement provides that on an "Insolvent Date, the Plan shall be deemed fully terminated" – the definition of "Insolvent Date" includes "the date on which [Royal Trust] is provided with evidence satisfactory to it that the Company has … become bankrupt or insolvent". Therefore, in response to Question #3, the HBC RCA Direction Order provides that the date of termination of the HBC SERPs is March 7, 2025, the date the Applicants commenced these very widely-publicized CCAA Proceedings.

Direction Related to the HBC Additional RCA

5.8 The HBC RCA Direction Order would provide the following direction to the questions raised in the Royal Trust Motion concerning the HBC Additional RCA:

(a) Plan Text (Questions #4 and #5): given that no plan text has been identified for the HBC Additional SERP, the HBC RCA Direction Order would direct Royal Trust and the Actuary to proceed on the basis that there is no plan text for the HBC Additional SERP, and that benefits payable to the HBC Additional SERP Participants are to be determined in accordance with the HBC Main SERP Plan.

(b) Additional Security (Question #6): consistent with the HBC Additional Trust Agreement and the Employment Contracts, the HBC RCA Direction Order would provide that the HBC Additional SERP Participants are entitled to security in excess

of what the HBC Main RCA provides, and that such security was provided by the HBC Additional RCA.

(c) Priority Entitlement (Question #7): on the same basis, the HBC RCA Direction Order would order that only the HBC Additional SERP Participants are entitled to the assets in the HBC Additional RCA.

(d) Allocation Methodology (Question #8): the HBC RCA Direction Order would require the Actuary to calculate the liabilities of the HBC Additional RCA based on the HBC Additional SERP Participants' Post-2005 Termination Liability. This direction would ensure the Actuary accounts appropriately for the Additional SERP Participants' entitlements under the HBC Main RCA (which secured the 2005 Termination Liability) and the HBC Additional RCA (which secured the Post-2005 Termination Liability). The distribution of assets in the HBC Additional RCA would be made to the Additional SERP Participants in the amount of their respective Post-2005 Termination Liability, pro-rated having regard to the sufficiency of the assets in the HBC Additional RCA. If the calculation results in a surplus, such assets would not be distributed except upon further Order of the Court or as directed in any agreement between the Monitor and Employee Representative Counsel.

Direction Regarding Calculation Methods

5.9 At paragraph 172 of the Roth Affidavit, Royal Trust describes the methodology provided in the HBC Main SERP plan text to be used to calculate Termination Liability. As noted therein, Royal Trust is not aware of any other basis on which Termination Liability should be calculated. As such, in response to Question #10, the HBC RCA Direction Order would

provide that such methodology is to be used to calculate the types of Termination Liability required to make the distributions contemplated therein.

5.10 In response to Question #11, the HBC RCA Direction Order would also direct that the actuarial assumptions in accordance with the CIA Recommendation (as defined in the Roth Affidavit) applicable for March 2025 shall be used to complete certain calculations required by the Actuary. As described in the Roth Affidavit, this methodology is commonly used by actuaries to complete similar calculations, and the HBC Main SERP plan text supports the use of actuarial assumptions in accordance with the CIA Recommendation.

Direction Regarding Interim Distributions and Surplus Set Off Mechanism

5.11 In response to Question #1, the HBC RCA Direction Order would authorize Royal Trust to distribute the assets from the HBC Main RCA and the HBC Additional RCA prior to a final determination of any amounts the participants may be entitled to receive from the surplus in the Pension Plan (the "**Surplus Payment**"). To protect the Applicants' potential interest in any excess HBC RCA assets and to ensure compliance with article 7.08 of the HBC Main SERP Plan, without causing unnecessary delay in the wind-up of the HBC RCAs, the HBC RCA Direction Order also establishes a set off mechanism with respect to any Surplus Payment that would be administered by the Independent Pension Administrator.

5.12 Under this mechanism, with respect to 2005 Main SERP Participants (other than the Additional SERP Participants), the Independent Pension Administrator is directed not to make any distribution of a Surplus Payment until any applicable "2005 Set Off Amount" has been calculated and deducted from the Surplus Payment. A parallel mechanism applies

to the Additional SERP Participants through the calculation of an "Additional SERP Set Off Amount", which accounts for their combined "Total Distribution" from both the HBC Main RCA and HBC Additional RCA. These set off amounts are to be remitted to the Company in accordance with any Court order respecting the distribution of surplus from the Pension Plan. Upon completion of this process, the net Surplus Payments (if any) are to be distributed to each participant in accordance with any Court Order with respect to such Surplus Payments.

Proposed Cost Allocation Methodology

5.13 As described in the Roth Affidavit, Royal Trust has incurred legal and actuarial fees and disbursements related to the management and wind-up of the HBC RCAs (the "**Costs**"). Each of the trust agreements for the HBC RCAs provides that Royal Trust is authorized to pay the Costs out of each HBC RCA trust fund. Royal Trust has proposed that, where fees and disbursements are incurred by it with respect to a specific HBC RCA, such costs shall be applied to the specific HBC RCA trust fund, while costs related to general work covering all of the HBC RCAs shall be distributed across all four HBC RCA trust funds rateably based on the quantum of assets in such HBC RCA trust fund (inclusive of "Refundable Tax") (the "**Proposed Cost Allocation Methodology**").

5.14 In response to Additional Question A, the Proposed Cost Allocation Methodology would be adopted pursuant to the HBC RCA Direction Order, and Royal Trust would be authorized to pay its costs incurred, and its reasonable and documented costs to be incurred, in respect of the HBC RCAs and the winding up thereof in accordance with the Proposed Cost Allocation Methodology.

Liquidation of Investments

5.15 As noted above, the Monitor understands that Royal Trust has requested that the HBC RCA Direction Order authorize Royal Trust, with the consent of the Monitor and Employee Representative Counsel, to liquidate outstanding investments in the HBC Main RCA and HBC Additional RCA and hold the remaining assets of such HBC RCAs in separate, non-interest bearing accounts at a time to be agreed among Royal Trust, the Monitor and Employee Representative Counsel after the first distributions have been made from the HBC Main RCA and HBC Additional RCA.

5.16 As described in the Roth Affidavit, the Monitor understands that, if an amount paid into an RCA by an employer is a "contribution" for purposes of the ITA, then 50% of the amount of the contribution must be remitted to the CRA as a refundable tax (a "**Refundable Tax**") pursuant to the ITA. In addition, if an RCA has earned income net of losses in a tax year, 50% of that net income earned is also included in the calculation of Refundable Tax payable to the CRA for that year.

5.17 As discussed in greater detail therein, Refundable Tax is held in an account for the RCA by the CRA and refunded by the CRA to the RCA as benefits are paid out to RCA beneficiaries. According to the Roth Affidavit, one common way in which the Refundable Tax is refunded is following a request for a refund being made to the CRA on the RCA's annual tax return filed by the RCA (based on the benefits paid in the preceding year).

5.18 Article 3.1.9 of the HBC Main Trust Agreement and the HBC Additional Trust Agreement require Royal Trust, following an "Insolvent Date" (as defined therein), which has occurred, to liquidate the HBC RCA assets and invest such assets in ninety-day

Government of Canada Treasury Bills (the "**Treasury Bills**"). The Roth Affidavit confirms that Royal Trust has invested the HBC Main RCA and the HBC Additional RCA assets in accordance with this requirement.

5.19 Following the service of the motion materials contemplated by the Schedule and Protocol, Royal Trust expressed concerns to the Monitor and Employee Representative Counsel that, at some time after the initial distributions have been made and the required tax returns for the HBC Main RCA and the HBC Additional RCA have been filed, it will no longer be economical for assets to be reinvested, including in Treasury Bills. Any investments would generate investment returns and require Royal Trust to remit Refundable Taxes to the CRA, which would ultimately be refunded to the applicable RCA only after the annual tax returns have been filed, and all such remittances and refunds would be in relation to progressively smaller investment returns and the corresponding refunds would delay the full and final wind-up of the HBC Main RCA and the HBC Additional RCA. All such ongoing administration would be at a cost to the respective HBC RCAs.

5.20 To avoid this uneconomical result and to allow the HBC Main RCA and the HBC Additional RCA to be fully and finally wound-up in a timely manner, the proposed additional language in the revised HBC RCA Direction Order would give Royal Trust the authority, with the consent of the Monitor and Employee Representative Counsel, to liquidate the HBC Main RCA and the HBC Additional RCA assets at a time to be agreed among Royal Trust, the Monitor and Employee Representative Counsel after the first distributions have been made from the HBC Main RCA and HBC Additional RCA considering, among other things, the potential investment returns relative to the administrative costs involved (the "**Liquidation Authority**").

Recommendation of the Monitor

5.22 The Monitor notes the following with respect to the HBC RCA Direction Order:

(a) direction from this Court is necessary to facilitate the wind-up of the HBC RCAs, which is in the best interests of the Company and the HBC SERP participants;

(b) the form of HBC RCA Direction Order was heavily negotiated among Employee Representative Counsel, Royal Trust, and the Company, in consultation with the Monitor and the Independent Pension Administrator, and represents a consensual resolution to the majority of the issues raised in the Royal Trust Motion;

(c) the directions provided are reasonable in the circumstances and consistent with the underlying HBC RCA and HBC SERP documentation;

(d) the limitations of liability are limited to what is necessary to ensure the parties receiving direction from the Court are appropriately protected in the course of undertaking their duties;

(e) pursuant to the Schedule and Protocol, the HBC RCA Direction Order was brought before this Court in a transparent manner, the relief sought was widely disclosed, and stakeholders were provided sufficient time to voice any objections or concerns or to seek alternative relief;

(f) the Liquidation Authority, which the Monitor understands will be included in a revised draft of the HBC RCA Direction Order to be served in advance of the

September 25 Hearing, will avoid an uneconomical result and allow the HBC Main RCA and the HBC Additional RCA to be wound-up in a timely manner;

(g) the Monitor is not aware of any opposition to the HBC RCA Direction Order; and

(h) the Monitor does not believe the relief sought will prejudice any of the Applicants' stakeholders.

5.23 For the reasons set out above, the Monitor believes that the relief sought by Employee Representative Counsel is reasonable and appropriate in the circumstances, and that the HBC RCA Direction Order should be approved.

6.0 REDACTION ORDER

6.1 Employee Representative Counsel also seeks the Redaction Order, which would authorize Employee Representative Counsel to serve and file the redacted Employment Contracts. Employee Representative Counsel states that it does not seek a sealing Order because none of the parties to date have served or filed any confidential personal information related to the Employment Contracts, nor is any personal information necessary for Royal Trust to obtain the necessary directions.

6.2 As described above, Employee Representative Counsel initially sought for the Redaction Order to be determined on the basis of an in-writing motion. The Court ultimately adjourned the relief sought, but granted permission for the redacted Employment Contracts to be served in the interim – as such, the redacted Employment Contracts were included with Employee Representative Counsel's supplementary motion record.

TAB 4

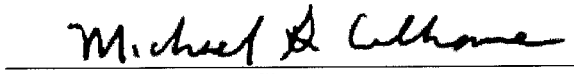
Hudson's Bay Company

Supplementary Executive Retirement Plan

Amended and Restated effective January 1, 2024

Certified to be a true and complete copy of the text of the Hudson's Bay Company Supplementary Executive Retirement Plan as amended and restated effective January 1, 2024.

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Signature

Michael Culhane

Name (printed)

Chief Financial Officer

Title

November 22, 2023

Date

24797375.2

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PART I — GENERAL PROVISIONS

Article 1 — Establishment of the Supplementary Plan

1.01 The Hudson's Bay Company Supplementary Executive Retirement Plan (the "Supplementary Plan") was established by the Company effective October 29, 1999 in order to provide eligible Executives with supplemental retirement income benefits upon retirement. The Supplementary Plan does not constitute a registered pension plan within the meaning of the Income Tax Act or any provincial pension benefits legislation.

1.02 The Supplementary Plan is established subject to the terms and conditions set out herein and for historical clarity it is noted that:

(1) the DB Provision of the Supplementary Plan is substantially the same as the Retiring Allowance Arrangement provisions as in effect on October 28, 1999 and shall cover eligible Executives for DB Pensionable Service with the Company both before and after October 29, 1999, and shall be reduced by any benefits accrued under the Retiring Allowance Arrangement;

(2) there is no requirement for advance funding of the Supplementary Plan except in the event of a Change in Control of Hudson's Bay Company; and

(3) in accordance with the terms of the Supplementary Plan, following a Change in Control effective November 10, 2005, the Company established a Trust Fund and deposited into the Trust Fund an amount equal to the Estimated Plan Termination Liability determined as of that date.

1.03 In addition to the Trust Fund established pursuant to Section 1.02(3), above, the Company has from time to time established retirement compensation arrangement (RCA) trusts for certain individuals to secure their benefits payable in accordance with this Supplementary Plan. For the purposes of this Supplementary Plan, the Plan Assets and Termination Liability with respect to such benefits are included in the Plan Assets and Termination Liability determined in accordance with the terms of this Supplementary

Plan. For greater certainty, such RCAs may have a priority entitlement over assets in those RCAs.

1.04 The Supplementary Plan was amended and restated effective April 18, 2007 to incorporate minor technical corrections and all amendments made to date.

1.05 The Supplementary Plan was amended effective July 1, 2010 to narrow the definitions of "Earnings", "Executive" and "DB Pensionable Service" as set out herein.

1.06 July 1, 2010, the Company ceased to designate employees of the Company as Executives for purposes of the Supplementary Plan who were either hired as or appointed at a Director or General Manager level on or after July 1, 2010, and thereby such employees were not eligible to participate in the Supplementary Plan.

1.07 Effective July 1, 2012, the Company ceased to designate any employees of the Company as Executives for purposes of the Supplementary Plan who were either hired as or appointed on or after July 1, 2012, and thereby such employees were not eligible to participate in the Supplementary Plan.

1.08 Effective October 1, 2014, the Supplementary Plan was amended to add a defined contribution provision ("DC Provision") for employees who:

(1) became Executives (as defined herein) on or after that date; and

(2) became Executives between July 1, 2012 and October 1, 2014.

Employees who were Executives on June 30, 2012 continue to accrue benefits under the defined benefit provision of the Supplementary Plan (the "DB Provision") until the earliest of October 1, 2015 and their termination of employment, retirement or death. Effective October 1, 2015, Executives who were accruing DB Pensions ceased to accrue DB Pensions and commenced to accrue benefits under the DC Provision of the Supplementary Plan.

1.09 The Supplementary Plan is amended effective June 1, 2019 to incorporate all amendments made to date. The Supplementary Plan, as amended and restated herein, shall apply with respect to the determination of benefits payable in the event of retirements, terminations of employment, or deaths occurring on and after June 1, 2019. It is understood that benefits payable under the Supplementary Plan in respect of retirements, terminations of employment, or deaths occurring prior to June 1, 2019 shall continue to be paid in accordance with the terms of the Supplementary Plan as constituted at the Member's date of retirement, termination of employment, or death, as the case may be.

1.10 The Supplementary Plan was amended (i) effective June 2, 2023 to freeze membership in the Supplementary Plan, (ii) effective December 31, 2023 to freeze earnings for purposes of Part III (Defined Benefit Provision) of the Plan, (iii) effective January 1, 2024 to change the contribution rate to 10% less amounts contributed to the Executive Pension Plan, for the defined contribution benefits for existing participating Executives, (iv) to change the annual DC SERP payment month to July from February commencing with the next SERP payment, and (v) remove all bonus payments from the definition of Earnings.

The text of the Supplementary Plan is structured as follows:

Part I — General Provisions

Part II — Defined Contribution Provision

Part III — Defined Benefit Provision

Article 2 — Definitions

In this Supplementary Executive Retirement Plan (hereinafter referred to as the "Supplementary Plan"), the following words and phrases have the meanings given below:

2.01 ***Actuarial Equivalent*** means a series of payments having an equivalent value to a particular benefit as described herein, computed at the rate of interest and using the actuarial assumptions determined in accordance with the CIA Recommendations.

2.02 ***Actuary*** means the actuary or firm of actuaries designated by the Company to be the actuary of this Supplementary Plan who is, or in the case of a firm of actuaries, at least one of whom is, a Fellow of the Canadian Institute of Actuaries.

2.03 ***Basic Pension*** means the annual pension that is deemed to be payable to an Executive from the Basic Plan, as determined by the Company. The Basic Pension deemed payable with respect to an Executive's defined contribution entitlement in the Basic Plan shall be the annual pension that could be purchased from the Executive's Basic Plan Notional Account Balance immediately prior to the Pension Commencement Date in the form of pension applicable to the Executive pursuant to Section 11.02, as determined by the Company.

If an Executive has transferred his or her entitlement out of the Basic Plan prior to the Pension Commencement Date,

(1) the Basic Pension attributable to his or her defined benefit entitlement, if any, shall be the amount that would have been payable had there been no such transfer; and

(2) the Basic Pension attributable to his or her defined contribution entitlement in the Basic Plan, if any, shall be the lifetime pension, commencing on his or her Normal Retirement Date and payable in the normal form of payment pursuant to

Section 11.02, that is the Actuarial Equivalent of his or her Basic Plan Notional Account Balance at the Pension Commencement Date.

2.04 ***Basic Plan*** means, prior to January 1, 2002, the Hudson's Bay Company Executive Pension Plan, and effective January 1, 2002, the Hudson's Bay Company Pension Plan, as amended from time to time.

2.05 ***Basic Plan Notional Account Balance*** means the notional account balance maintained by the Company with respect to the Executive's participation in the defined contribution provision of the Basic Plan, determined assuming the account balances under the defined contribution provision of the Basic Plan are invested in the default option as selected by the Company for purposes of determining the Basic Plan Notional Account Balance. For greater certainty, the Basic Plan Notional Account Balance shall not necessarily reflect the actual investment returns credited to the Executive's defined contribution account under the Basic Plan.

2.06 ***Beneficiary*** means the beneficiary designated by the Member under the Basic Plan. If the Member does not have any remaining entitlement under the Basic Plan, he or she may designate a Beneficiary for purposes of the Supplementary Plan, by written notice communicated to the Company during the Member's lifetime. The Member may alter or revoke any such designation from time to time subject always to the provisions of any contract or law governing designation of beneficiaries, from time to time in force, which may apply to the Member. The written notice shall be in such form and executed in such manner as the Company in its discretion may determine from time to time.

If the designated Beneficiary is not living, or if no Beneficiary has been validly designated, the DC Account or Commuted Value of the DB Provision death benefit that would have been paid to a Beneficiary shall be paid to the Member's estate in a lump sum.

2.07 ***Board*** means the board of directors of Hudson's Bay Company.

2.08 ***Change in Control*** means any:

(1) offer for shares of Hudson's Bay Company by any entity which, if successful, would result in the offeror beneficially owning in excess of 25% of the outstanding voting shares of Hudson's Bay Company; or

(2) capital reorganization, amalgamation, arrangement or other scheme of reorganization, as a result of which the shares of Hudson's Bay Company outstanding immediately prior to such transaction constitute less than 50% of the voting power of the resulting company.

2.09 ***CIA Recommendations*** means the *Standard of Practice for Determining Pension Commuted Values* issued by the Canadian Institute of Actuaries, or a similar professional standard applicable to registered pension plans, for terminations occurring in the month of calculation.

2.10 ***Commuted Value*** means the present lump sum actuarial value of a DB Pension benefit under this Supplementary Plan, calculated as of the date at which a determination is required and computed in accordance with the CIA Recommendations. For greater clarity, it is hereby confirmed that, unlike in the case of a Termination Liability, where a lump sum amount is calculated as the Commuted Value of a periodic amount, such lump sum amount shall not be adjusted to reflect that it is fully taxable under the Income Tax Act when the Executive is entitled to payment of such amount.

2.11 ***Company*** means Hudson's Bay Company and any associated or affiliated company authorized by the Board to participate in the Supplementary Plan. Where any reference in the Supplementary Plan is made to any action to be taken, consent or approval to be given, discretion or decision to be exercised by the Company, "Company" means Hudson's Bay Company acting through the Board, or through any person or persons authorized by the Board for purposes of the Supplementary Plan.

2.12 ***C/QPP Pension*** means the maximum pension payable at age sixty-five (65) under the Canada Pension Plan or the Quebec Pension Plan, as applicable, determined on the Executive's Pension Commencement Date.

2.13 ***DB Pension*** means a pension benefit payable under the DB Provision of the Supplementary Plan.

2.14 ***DB Pensionable Service*** means an Executive's Service, but excluding:

(1) any Service while the Executive was in the employment of Kmart Canada Co. – Kmart Canada Cie or Towers Department Stores Inc.;

(2) any leave of absence without pay for which the Executive does not receive credit under the Basic Plan or a Prior Plan;

(3) any Service after the Executive ceases to be an Executive;

(4) any Service of an Executive prior to becoming an Executive if the Executive is appointed on or after July 1, 2010;

(5) any Service prior to October 1, 2014 of an Executive described in Section 1.07;

(6) any Service of the Executive after September 30, 2015; and

(7) any Service of an Executive who becomes an Executive by promotion or hire after September 30, 2014.

2.15 ***DB Provision*** means the part of the Supplementary Plan maintained according to the provisions set out in Part III — DB Provision.

2.16 ***DC Account*** means the notional account established and maintained on behalf of a Member in accordance with Article 8.

2.17 ***Deleted.***

2.18 ***DC Pension*** means a pension benefit payable under the DC Provision of the Supplementary Plan.

2.19 ***DC Pensionable Service*** means an Executive's Service, but excluding:

(1) any leave of absence without pay for which the Executive does not receive credit under the Basic Plan or a Prior Plan;

(2) any Service after the Executive ceases to be an Executive;

(3) any Service prior to October 1, 2014 of an Executive described in Section 1.07; and

(4) any DB Pensionable Service.

2.20 ***DC Provision*** means the part of the Supplementary Plan maintained according to the provisions set out in Part II — DC Provision.

2.21 ***Disabled Member*** means a Member who is in receipt of disability benefits from a long term disability plan sponsored by the Company.

2.22 ***Earnings*** means an Executive's gross taxable base wages received from the Company, or in the case of an Executive who is employed with a foreign affiliate of the Company received from the foreign affiliate, in a calendar year, but excluding any taxable benefits and any other forms of extraordinary remuneration, as determined by the Company. For greater certainty, all bonuses are excluded from Earnings except that Annual Incentive Plan awards relating to the period of January 30, 2022 to January 28, 2023 will be included in the definition of Earnings.

(1) Effective July 1, 2010, "Earnings" shall exclude any lump sum paid by the Company (or by a foreign affiliate of the Company, if applicable) in the event of a Member's termination of Service, including, but not limited to, lump sum payments of accrued vacation.

(2) During Company approved periods of Service during which a Member does not actually receive remuneration from the Company or receives a reduced level of remuneration, Earnings may include, in the discretion of the Company, a deemed amount which is sufficient to make the total Earnings during the period commensurate with the rate of Earnings the Member was receiving immediately preceding the period.

(3) Effective December 31, 2023 Earnings for purposes of Part III Defined Benefit Provision shall mean Earnings as of December 31, 2023.

2.23 ***Estimated Plan Termination Liability*** means the aggregate Termination Liability in respect of all Members entitled to a DB Pension determined as of the effective date of a Change in Control or termination of the Supplementary Plan, as the case may be.

2.24 ***Executive*** means an employee of the Company who is participating in the Basic Plan as an Executive and who has been designated by the Company as eligible for participation in this Supplementary Plan on or after October 29, 1999.

For greater clarity

(1) effective July 1, 2010, the Company ceased to designate an employee of the Company as an Executive for purposes of the Supplementary Plan who was hired or appointed at a Director level or General Manager level on or after July 1, 2010, and thereby such employees were not eligible for participation in the Supplementary Plan;

(2) effective July 1, 2012, the Company ceased to designate an employee of the Company as an Executive for purposes of the Supplementary Plan who was not already precluded from membership under paragraph (1) and who was either hired or appointed as an Executive on or after July 1, 2012.

(3) effective October 1, 2014, an employee who was hired as or appointed as an Executive on or after that date or who hired as or appointed as an Executive

between July 1, 2012 and October 1, 2014 shall be eligible to participate in the DC Provision of the Supplementary Plan.

(4) The Supplementary Plan was closed to new members effective June 1, 2023. No further employees will be eligible for participation in this Supplementary Plan on and after June 2, 2023, except for Executives who have a previous or binding commitment from the Company of their eligibility to participate in the Supplementary Plan.

2.25 ***Final Average Earnings*** means the average of an Executive's Earnings in the thirty-six (36) consecutive calendar months for which the highest average can be obtained, provided however that in no event shall the Member's aggregate Earnings for the thirty-six (36) month period used in the determination include bonuses payable in respect of more than the equivalent of three (3) annual consecutive bonus award periods, as determined by the Company.

2.26 ***Fund Earnings*** means investment earnings credited to a DC Account assuming the DC Account is invested in the default option as selected by the Company for purposes of determining the Basic Plan Notional Account Balance.

2.27 ***Income Tax Act*** means the *Income Tax Act*, Statutes of Canada and the Regulations thereunder, as amended or replaced from time to time.

2.28 ***Member*** means an Executive or former Executive who has become a Member of the Supplementary Plan pursuant to Section 3.01 and who is entitled to or contingently entitled to a benefit under the Supplementary Plan.

2.29 ***Normal Retirement Date*** means the first day of the calendar month coincident with or next following attainment of sixty-five (65) years of age.

2.30 ***Pension Commencement Date*** means the date on which a DB Pension commences to be paid. Notwithstanding any other provision of the Supplementary Plan, the Pension Commencement Date shall coincide with the commencement date of the Member's Basic

Pension, except where the Member has elected to transfer his or her entitlement out of the Basic Plan prior to that date.

2.31 ***Plan Assets*** means the assets held in the Trust Fund, plus any funds held by the Canada Revenue Agency as a refundable tax remitted by the Company or the Trustee with regard to contributions to or investment income earned by the Trust Fund.

2.32 ***Prior Plan*** means any registered pension plan sponsored by the Company for the benefit of its employees under which a Member had been a participant prior to joining the Supplementary Plan.

2.33 ***Retiring Allowance Arrangement*** means the Hudson's Bay Company Retiring Allowance Arrangement covering Service prior to October 29, 1999, as amended from time to time.

2.34 ***Retiring Allowance Arrangement Benefit*** means the annual benefit (if any) that is payable to an Executive from the Retiring Allowance Arrangement in respect of Service to October 29, 1999.

2.35 ***Service*** means an Executive's period of employment with the Company commencing on the date he or she became full-time or regular part-time and ending on the earlier of the Executive's death or termination of employment.

2.36 ***Spouse*** means, at the time a determination of marital status is required, the person who is an Executive's "Spouse" under the Basic Plan.

2.37 ***Supplementary Pension*** means, for the purpose of Section 5.02 herein, the DB Pension as defined herein.

2.38 ***Supplementary Plan*** means the Hudson's Bay Company Supplementary Executive Retirement Plan, as amended from time to time.

2.39 ***Termination Liability*** as at any particular time, in relation to an individual entitled to a DB Pension, shall mean the Commuted Value, as at the particular time, of the DB

Pension payable under the Supplementary Plan in respect of the individual, determined in accordance with the following assumptions:

(1) the Basic Plan and the Supplementary Plan are terminated, as of the time immediately before that particular time;

(2) all obligations under the Basic Plan and the Supplementary Plan in respect of the individual are satisfied by the payment, at the time immediately before the particular time, of a lump sum amount;

(3) the employment of the Executive is terminated at the particular time;

(4) the Commuted Value of the DB Pension shall be determined in accordance with the CIA Recommendations; and

(5) the interest rate assumed for the purpose of determining the Commuted Value under subsection (4) at a particular time shall be one half of the interest rate assumed under the CIA Recommendations. For greater clarity, the interest adjustment takes into account the fact that a lump sum payment from the Supplementary Plan would be taxable under the Income Tax Act, but is not adjusted for a Member's individual tax rate.

2.40 ***Trust Fund*** means the trust fund established pursuant to Section 5.02 to provide benefits under the Supplementary Plan.

2.41 ***Trustee*** means a trust company or a group of at least three (3) individuals resident in Canada, and includes any combination or successors thereof appointed by the Company from time to time to hold, administer and invest the Trust Fund.

2.42 ***Vested*** means the status of a Member:

(1) prior to March 11, 2004, with respect to a Member's DB Pension, when he or she has both attained age fifty-five (55) and completed five (5) years of Service;

(2) on and after March 11, 2004, with respect to a Member's DB Pension, when the Member's total years of attained age and years of Service, both measured in years and completed months, equals sixty (60) or more, and he or she has completed at least five (5) years of Service; and

(3) with respect to a Member's DC Account, when the Member has completed at least three (3) years of Service.

Notwithstanding the foregoing, a Member whose employment is terminated by the Company for "Cause" shall not be Vested under the Supplementary Plan. For greater certainty, such Member shall not be entitled to any benefit under the Supplementary Plan, whether or not he or she would otherwise have attained Vested status under the Supplementary Plan in accordance with subsection (1) or (2) above.

For the purpose of this Section 2.42, "Cause" means circumstances where the Company would be successful in claiming termination of service for cause under the common law.

In this Supplementary Plan, words importing the singular include the plural and vice versa; and words importing gender include all genders.

Article 3 — Participation

3.01 Membership

An Executive shall automatically become a Member of the Supplementary Plan if he or she is in the Service of the Company as an Executive on or after October 29, 1999 and is participating in the Basic Plan as an Executive.

If a Member ceases to participate in the Basic Plan as an Executive, he or she shall cease to accrue benefits under the Supplementary Plan.

3.02 Termination of Participation Prior to Vesting

A Member who ceases to be an Executive prior to becoming Vested is not entitled to receive any benefit from the Supplementary Plan.

3.03 Disability and Periods of Absence

During any period in which an Executive is a Disabled Member or is on a maternity or parental leave or other Company approved leave of absence, and in which contributions in respect of the Executive are being continued under the Basic Plan, the Executive shall continue to accrue DB Pensionable Service or DC Pensionable Service, as is applicable, for purposes of the Supplementary Plan. For the purpose of computing the Executive's pension accrual under the DB Provision and the contributions credited to the Executive's DC Account under the DC provision, during such period his or her Earnings shall be deemed to continue at the rate in effect at the date he or she became a Disabled Member or commenced the leave of absence, as determined by the Company.

Article 4 — Payment of Benefits

4.01 Monthly Payment

Supplementary Pensions shall be payable in equal monthly installments as of the first business day of each month commencing on the Pension Commencement Date, or on the first business day of the month coincident with or following the Member's date of death.

4.02 Proof of Age

Before a monthly DB Pension retirement benefit or death benefit payment shall commence, proof of age and marital status satisfactory to the Company shall be required of the Member and, if applicable, the Member's Spouse.

4.03 Evidence of Survival

The Company may require satisfactory evidence that a retired Member or the Member's Spouse is living on any date a pension benefit is due to such person. In the absence of such evidence when requested by the Company, the benefit otherwise due shall not be paid until such evidence has been received. Upon receipt of satisfactory evidence of survival, retroactive payments shall be made for the period during which pension benefits had ceased pending receipt of such evidence.

4.04 Commutation of Pensions

A Supplementary Pension, or death benefit, payable under this Supplementary Plan may not be commuted except that:

(1) the Company, in its sole discretion, may approve commutation following the Member's death or termination of Service; or

(2) if the annual amount of a Supplementary Pension is not more than 4% of the Year's Maximum Pensionable Earnings under the Canada/Quebec Pension Plan

in the year of the Member's termination of Service, the Supplementary Pension may be commuted by the recipient.

In such event, the Commuted Value of the pension benefits to which the Member, Spouse or Beneficiary is entitled may be paid as a lump sum payment, in full discharge of all obligations under the Supplementary Plan.

4.05 Payments to Incapacitated Persons

If the Company receives evidence satisfactory to it that any person receiving a benefit or entitled to receive a benefit under the Supplementary Plan is physically, mentally, or legally incompetent to receive the benefit and to give a valid receipt therefor, the Company may pay such benefits on the person's behalf to the person's legal representative. If no guardian, committee or other representative of the estate of that person has been duly appointed, benefit payments may be made, in the discretion of the Company, to The Accountant of the Superior Court of Justice for the credit of the person pursuant to the laws of Ontario governing such payments into court, subject to the applicable legislation in that person's province of residence. Any such payment shall be deemed a payment for the account of the person and shall constitute a complete discharge for the payment.

4.06 Member's Breach of Confidentiality or Non-Competition Obligations

Notwithstanding anything to the contrary in this Supplementary Plan, payment of the benefit to which a Member is otherwise entitled under the terms of this Supplementary Plan, shall be subject to the Member's continuing compliance with:

(1) the Member's obligation to maintain in confidence, following his or her retirement or other termination of employment, information gained by virtue of his or her employment concerning the Company or an affiliated company; and

(2) the Member's refraining from participating in or carrying on any business or enterprise, in competition with or similar to, the business of the Company.

If the Company determines that the Member has breached his or her obligation(s) under subsection (1) or (2) above, the Company may, in its discretion, and in addition to any other remedies available at law, temporarily or permanently, cancel or discontinue the payment of any amounts otherwise payable under this Supplementary Plan.

4.07 Withholding Tax on Supplementary Plan Distributions

All payments made pursuant to the provisions of the Supplementary Plan, whether paid by the Company or the Trustee and whether paid to the Member, the Member's Spouse, or the Beneficiary, shall be subject to withholding tax as required by the Income Tax Act.

Article 5 — Funding

5.01 Unfunded Plan

Except as otherwise provided in this Article 5, following a Change in Control, the Company shall not be obligated to pre-fund any benefits provided under the Supplementary Plan. Except as provided in Section 5.02, the benefits under the Supplementary Plan shall be paid for by the Company from general assets. Members are neither required nor permitted to contribute to the Supplementary Plan.

5.02 Funding in the Event of Change in Control

(1) Notwithstanding Section 5.01, in the event of a Change in Control, the Company shall be required to secure the Supplementary Pension benefits accrued to the date of the Change in Control.

(2) Immediately following a Change in Control, the Company shall appoint Trustee and shall establish a Trust Fund to be held by the Trustee pursuant to the terms of a written trust agreement between the Company and the Trustee, for the purpose of holding the Plan Assets. All Supplementary Pension benefits accrued to the date of the Change in Control that are not paid directly by the Company shall thenceforth be paid from the Trust Fund.

(3) Within sixty (60) days following a Change in Control, the Company shall contribute to the Trust Fund an amount equal to the Estimated Plan Termination Liability, determined as of the effective date of the Change in Control, as certified by the Actuary.

5.03 Withholding Taxes on Company Contributions

The Company shall withhold from its contributions to the Trust Fund such amounts of tax as are required to be withheld under the Income Tax Act with respect to contributions to a retirement compensation arrangement and shall otherwise make or cause to be made such remittances and file or cause to be filed such returns as are required by the Income Tax Act.

Article 6 — Supplementary Plan Administration

6.01 Company Administration

The Supplementary Plan shall be administered by the Company. The Company shall have the exclusive right to interpret the Supplementary Plan and to decide any and all matters arising thereunder, including any matters relating to the administration, interpretation, overall operation and application of the Supplementary Plan, consistent, however, with the terms of the Supplementary Plan. Such determinations shall be binding on all parties.

The Company may, subject to the terms of the Supplementary Plan, enact rules and regulations relating to the administration of the Supplementary Plan and that are necessary to carry out the terms hereof and may amend such rules and regulations from time to time.

6.02 Company Records

Wherever the records of the Company are used for the purposes of the Supplementary Plan, such records shall be conclusive of the facts with which they are concerned, unless and until they are proven to be in error.

6.03 Employment Rights

The Supplementary Plan shall not be construed to create or enlarge any rights which an Executive may have as to tenure or retention of employment with the Company, advancement in employment or any particular job, nor shall it interfere in any manner with the right of the Company to discharge any person.

6.04 Discharge of Obligation

Payments made pursuant to the provisions of the Supplementary Plan shall constitute full and sufficient discharge of the Supplementary Plan's obligations regarding the Member, the Member's Spouse, and/or the Beneficiary, if applicable.

6.05 No Duplication of Benefits

There shall be no duplication of the benefits under any one Article of the Supplementary Plan and the benefits under any other Article of the Supplementary Plan, nor of the benefits under the Supplementary Plan and the benefits under any other company retirement plan or any other associated, subsidiary or affiliated company retirement plan with respect to the same period of service.

6.06 Notices and Elections

Any notice or election to be given, made or communicated pursuant to or for any purpose of the Supplementary Plan shall be given, made or communicated, as the case may be, in such manner as the Company shall determine from time to time. Without limiting the generality of the foregoing, any person entitled to any benefit under the Supplementary Plan shall be responsible for notifying the Company in writing of his or her mailing address and subsequent changes of mailing address.

6.07 Non-Alienation

Except as otherwise directed by a court of competent jurisdiction or permitted by law, all benefits provided under the terms of the Supplementary Plan are for the Member's own use and benefit, are not capable of assignment or alienation, and do not confer upon the Member, personal representative or dependent, or any other person, any right or interest in the benefit or deferred benefit that is capable of being assigned or otherwise alienated.

6.08 Enforcement of Payment

A Member, Spouse, or Beneficiary, as applicable, may enforce his or her claim for the payment of a DC Pension, DB Pension or the Termination Liability in respect of the Member, as applicable, against the assets of the Company if, and to the extent that, the Plan Assets are insufficient to pay such benefits at the time they become payable.

6.09 Canadian Currency

All contributions, payments and amounts referred to in the Supplementary Plan are in Canadian currency.

6.10 Severability

If any provision of the Supplementary Plan is held to be invalid or unenforceable by a court of competent jurisdiction, its invalidity or unenforceability shall not affect any other provision of the Supplementary Plan and the Supplementary Plan shall be construed and enforced as if such provision had not been in the Supplementary Plan.

6.11 Construction

The Supplementary Plan and all rights thereunder shall be governed, construed, and administered in accordance with the laws of the Province of Ontario and Canada as applicable.

Article 7 — Future of the Supplementary Plan

7.01 Continuation of the Supplementary Plan

The Company intends to maintain the Supplementary Plan for as long as required to provide benefits payable under the Supplementary Plan to the Members, their Spouses or to the Beneficiaries or estates of the Members, but reserves the right to amend, suspend, or terminate the Supplementary Plan in whole or in part at its discretion at any time or times. However, no amendment may:

(1) reduce the DB Pension or DC Account which a Member has accrued prior to the effective date of the amendment; or

(2) cause the modification, or revocation of the provisions of Section 5.02 prior to the termination of the Supplementary Plan.

7.02 Cessation of Accruals

In the event the Supplementary Plan is amended to suspend or discontinue the accrual of benefits under both the DB Provision and the DC Provision, hereunder, a Member shall be Vested and shall be entitled to all benefits accrued to the Member's credit under the Supplementary Plan to the date of such cessation of benefit accruals without regard to the age and Service requirements of Section 2.42. Such benefits shall continue to be provided by the Company in accordance with the terms of the Supplementary Plan. In such event, the DC Pension and/or DB Pension that the Member is entitled to receive shall be determined in accordance with the terms of the Supplementary Plan as at the date that benefit accruals under the Supplementary Plan are suspended or discontinued, based on the Member's DC Account, DB Pensionable Service, Final Average Earnings and the C/QPP Pension at that date.

Effective October 1, 2015, Executives who are accruing benefits under the DB Provision shall cease to accrue benefits under the DB Provision and shall commence to accrue

benefits under the DC Provision of the Supplementary Plan. This shall not be considered a cessation of benefit accruals for the purpose of this Section 7.02.

7.03 Supplementary Plan Termination (DB Provision)

In the event of the full termination of the DB Provision of the Supplementary Plan, and not a suspension or discontinuance of accrual as provided in Section 7.02, with no continuation of pension payments as provided in Section 7.02, the Termination Liability in respect of each Member, determined as of the termination date of the Supplementary Plan, shall be payable to the Member (or to the Member's Spouse or Beneficiary as the case may be) in a single lump sum, within sixty (60) days of such termination. Such payment shall be in full satisfaction of all rights and obligations under the Supplementary Plan.

7.04 Allocation of Trust Fund in the Event of Supplementary Plan Termination (DB Provision)

To the extent that there are Plan Assets following the termination of the Supplementary Plan, the Termination Liability payments pursuant to Section 7.03 shall be paid from the Trust Fund.

If the Plan Assets are less than the Estimated Plan Termination Liability, the payment from the Trust Fund to each applicable Member, or the Member's Spouse or Beneficiary, as the case may be, shall be equal to:

(1) the ratio of

(a) the Termination Liability with regard to the Member,

to

(b) the Estimated Plan Termination Liability.

multiplied by

(2) the Plan Assets.

7.05 Supplementary Plan Termination (DC Provision)

(1) In the event of the full termination of the DC Provision of the Supplementary Plan, and not a suspension or discontinuance of accrual as provided in Section 7.02, the Member will be entitled to receive a DC Pension calculated as an amount payable annually that is equal to the balance in his or her DC Account multiplied by the lesser of:

(a) one (1), and

(b) one (1) divided by the remainder of:

(i) five (5), minus

(ii) the number of installments previously paid made under this Subsection 7.05(1).

(2) The first payment of a DC Pension payable under Subsection 7.05(1) shall be made within sixty (60) days of the date of termination of the Supplementary Plan and each subsequent payment shall be made in July of each calendar year following the date the first payment was made until all applicable payments have been made.

(3) The Member's DC Account shall continue to be credited with Fund Earnings throughout the payout period described above.

Notwithstanding the above, the Company may elect to pay the Member's DC Account in one (1) single lump sum payment, subject to applicable withholding tax, within sixty (60) days of the date of termination of the Supplementary Plan.

Payments made pursuant to this section shall be in full satisfaction of all rights and obligations under the Supplementary Plan.

7.06 Wind-Up or Bankruptcy of the Company

In the event the Company shall have been wound up or become bankrupt, the Supplementary Plan shall be deemed fully terminated and the provisions of Sections 7.03,7.04 and 7.05 above shall apply.

Notwithstanding any other provision of this Supplementary Plan, there shall be no liability whatsoever on the part of any director or officer of the Company to fund the Supplementary Plan or otherwise provide for the benefits hereunder.

7.07 Treatment of Excess Assets

After the termination of the Supplementary Plan and after all Termination Liabilities under the Supplementary Plan have been satisfied, any remaining Plan Assets shall revert to the Company or shall be applied as the Company may direct.

7.08 Distribution of Surplus from Basic Plan

The amount payable under the Supplementary Plan to a Member shall be reduced by the Actuarial Equivalent of any distribution of surplus assets to the Member from the Basic Plan.

PART II — DEFINED CONTRIBUTION PROVISION

Article 8 — Credits to DC Accounts

8.01 DC Account

The Company shall establish and maintain a notional DC Account in respect of each Member with DC Pensionable Service consisting of the Company's contributions credited pursuant to Section 8.02, with Fund Earnings thereon.

8.02 Defined Contribution Credit

Commencing January 1, 2024, for each calendar year (or applicable portion thereof) of a Member's DC Pensionable Service, the Company shall notionally credit to the Member's DC Account an amount equal to A minus B where:

A= 10 % of a Member's Earnings for the calendar year (or applicable portion thereof); and

B= the amount contributed by the Company under Section 1 of Part C of the Basic Plan with respect to the calendar year (or applicable portion thereof);

provided that the amount is not negative. Where A minus B is negative the Company shall not make any notional credit to the Member's DC Account.

The amount credited hereunder shall be credited effective no less frequently than January 31st of the calendar year following the calendar year to which the contribution relates.

Article 9 — DC Retirement and Termination Benefits

9.01 After Vesting

(1) A Member whose Service has terminated for any reason other than death after he or she is Vested is entitled to receive a DC Pension calculated as an amount payable annually that is equal to the balance in his or her DC Account multiplied by the lesser of:

(a) one (1), and

(b) one (1) divided by the remainder of:

(i) five (5), or such other number as the Company may in its discretion decide, minus

(ii) the number of installments previously paid made under this Section 9.01.

(2) The first payment of a DC Pension payable under Subsection 9.01(1) shall be made within ninety (90) days of the day on which the Member's Service terminated and each subsequent payment shall be made in July of each calendar year following the date the first payment was made until all applicable payments have been made, provided that the Company has the absolute discretion to make any payment of a DC Pension at an earlier date in the year.

9.02 Lump Sum Payment

Notwithstanding Section 9.01, the Company may in its discretion elect at any time after the day on which the Member's Service terminated to pay the Member's DC Account at that time in a lump sum.

9.03 Prior to Vesting

If a Member's Service terminates before he or she is Vested, the Member's DC Account shall be forfeited and the Member shall not have any entitlement to a benefit under the DC Provision.

Article 10 — DC Death Benefits

10.01 Member With a Spouse

If a Member is vested and dies while in the employ of the Company or after the Member has terminated employment but still retains an entitlement to a benefit under the Supplementary Plan and the Member is survived by a Spouse who has not waived the right to receive survivor benefits under the Basic Plan, the Member's Spouse shall be entitled to receive an amount equal to the Member's DC Account as of his or her date of death payable in accordance with Section 9.01.

10.02 Member Without a Spouse or With Spousal Waiver

If a Member is vested and dies while in the employ of the Company or after the Member has terminated employment but still retains an entitlement to a benefit under the Supplementary Plan and the Member is not survived by a Spouse, or the Member's Spouse has waived the right to receive survivor benefits under the Basic Plan, the Member's DC Account at that time shall be paid in a lump sum to the Member's Beneficiary, or if none, to the Member's estate.

PART III — DEFINED BENEFIT PROVISION

Article 11 — DB Retirement Benefits

11.01 Normal Retirement Benefit

A Member whose Service terminates for a reason other than death after he or she is Vested is entitled to receive a DB Pension in an annual amount commencing on his or her Normal Retirement Date equal to A minus (B plus C), where A, B and C are defined as follows:

A Target DB Pension

1.8% of the Member's Final Average Earnings minus $1/35^{th}$ of the C/QPP Pension,

multiplied by

the Member's DB Pensionable Service measured in years and fractions thereof.

For the purpose of determining the C/QPP Pension entitlement offset only, the Member's DB Pensionable Service shall be limited to a maximum of thirty-five (35) years.

B Basic Plan Offset Pension

The amount of Basic Pension payable to the Member under the Basic Plan.

C Retiring Allowance Arrangement Offset Pension

The amount of Retiring Allowance Arrangement Benefit (if any) payable to the Member under the Retiring Allowance Arrangement.

11.02 Form of Pension

(1) The normal form of DB Pension payable to a Member from the Supplementary Plan is a pension payable in equal monthly installments for life with a guarantee that if the Member dies before receiving one hundred and twenty (120) payments, the Member's Beneficiary shall receive continued payments until one hundred and twenty (120) payments in all have been made.

(2) Notwithstanding the foregoing, if the Member has a Spouse at the Pension Commencement Date, the Member shall receive his or her DB Pension in a 60% Joint and Survivor Guaranteed 10 Years form of pension that is the Actuarial Equivalent of the normal form under subsection (1) above and that provides the Member's Spouse, if the Spouse survives the Member, with a lifetime DB Pension payable in monthly amounts equal to 60% of the amount the Member was receiving, but with the guarantee that if the Member dies before receiving one hundred and twenty (120) monthly payments, payments to the Spouse will continue in the same amount until one hundred and twenty (120) monthly payments in all have been paid, and will then reduce to 60% of the amount paid prior to the expiration of the guarantee.

(3) At the time of commencement of the DB Pension the Member may elect an alternative form of lifetime payment, as made available by the Company from time to time, which shall be the Actuarial Equivalent of the normal form of the DB Pension under subsection (1) above. Where the Member has a Spouse at the Pension Commencement Date, such election is subject to the written consent of the Spouse.

(4) All payments under the Supplementary Plan shall commence on the first business day of the month coincident with or next following the date of entitlement or on the elected commencement date, as applicable.

11.03 Determination of Offset Pension Amounts

(1) For the purposes of Sections 11.01 B and C, where applicable, the Member's Basic Pension and/or Retiring Allowance Arrangement Benefit shall be the Actuarial Equivalent annual amounts determined by the Company to be payable as of the Pension Commencement Date in the form of pension applicable to the Member under the Supplementary Plan pursuant to Section 11.02.

(2) Notwithstanding the foregoing, the Basic Pension attributable to the Member's defined benefit entitlement shall be adjusted for early or postponed retirement based on the provisions of the Basic Plan.

(3) If the Member elects to commute his or her Basic Pension, the calculation of the DB Pension under Section 11.01 shall be subject to the assumption that the Member had elected to commence his or her Basic Pension on the Pension Commencement Date in the form of pension payment applicable to the Member pursuant to Section 11.02.

11.04 Early Retirement

If a Member's Normal Retirement Date has not yet occurred and he or she was Vested at the time of his or her termination of Service, the Member may elect to defer commencement of his or her DB Pension until his or her Normal Retirement Date, or to receive his or her DB Pension commencing on the first business day of any subsequent month that is on or after his or her attainment of age fifty-five (55) and prior to his or her Normal Retirement Date. If a Member's DB Pension commences prior to his or her Normal Retirement Date, the annual amount of the Target DB Pension determined in Section 11.01 A:

(1) if the Member has attained age sixty-three (63) at the Pension Commencement Date, shall not be reduced; or

(2) if the Member has not attained age sixty-three (63) at the Pension Commencement Date, shall be reduced by 0.3% for each month by which the Pension Commencement Date precedes the first day of the month coincident with or following his or her attainment of age sixty-three (63), unless the Company, in its sole and absolute discretion, waives the application of this reduction.

11.05 Postponed Retirement

A Member whose Service ends after his or her Normal Retirement Date and who is Vested is entitled to receive a DB Pension in an annual amount commencing on the first business day of the month coincident with or following his or her termination of Service calculated in accordance with Section 11.01 based on DB Pensionable Service and Earnings to such date.

Article 12 — DB Death Benefits

12.01 Death Before Pension Commencement Date

(1) Prior to Attaining Age Fifty-Five (55)

If a Member is Vested and dies before attaining age fifty-five (55), and before receiving any settlement under this Supplementary Plan, the Member's Spouse or, if the Member does not have a Spouse at the date of the Member's death, the Member's Beneficiary shall receive the Commuted Value of the Member's DB Pension determined as at the date of his or her death. The Commuted Value shall be payable in five (5) equal annual installments.

For the purpose of determining the DB Pension under this Subsection 12.01(1), the Basic Pension shall be determined assuming the Member transferred his or her entitlement from the Basic Plan immediately prior to his or her death; however, if the Member had previously transferred his or her entitlement out of the Basic Plan, the Basic Pension shall be the amount determined at the date of said transfer plus the amount that would have been earned on that entitlement from the date of the transfer to the date of the Member's death assuming the entitlement was invested in the default option as selected by the Company for the purposes of determining the Basic Plan Notional Account Balance.

(2) On or After Attainment of Age Fifty-Five (55)

(a) If a Member is Vested and dies on or after attaining age fifty-five (55) but before receiving any payment under this Supplementary Plan, the Member's Spouse shall receive the DB Pension the Member's Spouse would have received had the Member's DB Pension commenced on the date of his death, payable in the joint and survivor form described in Subsection 11.02(2).

(b) If a Member is Vested and dies on or after attaining age fifty-five (55) but before receiving any payment under this Supplementary Plan and there is no benefit payable to a Spouse under paragraph (a) above, the Member's Beneficiary is entitled to receive the benefit that the Beneficiary would have received had the Member's DB Pension commenced on the date of his or her death payable in the normal form described in Subsection 11.02(1).

12.02 Death After Pension Commencement Date

If a Member dies after his or her Pension Commencement Date, any death benefit that may be payable under the Supplementary Plan shall be determined in accordance with the form of pension in payment pursuant to Section 11.02.

Appendix A — Special Provisions for U.S. Members

A-1 Purpose

The provisions of this Appendix A shall apply to a Member who is a U.S. Member as defined below.

With respect to such U.S. Members, the provisions of this Appendix A shall supersede any other provisions of this Supplementary Plan which are inconsistent with these provisions and shall supplement the provisions of the Supplementary Plan which are not inconsistent with these provisions.

A-2 Definition

In this Appendix A, "U.S. Member" means a Member who:

(a) has notified the Company that, under the United States Internal Revenue Code, he or she is required, as a U.S. citizen or resident alien, to file a U.S. Individual Income Tax Return reporting income from all sources; and

(b) has not subsequently notified the Company that, under the United States Internal Revenue Code, he or she is no longer required, as a U.S. citizen or resident alien, to file a U.S. Individual Income Tax Return reporting income from all sources.

A-3 Commencement of Pension

Notwithstanding Sections 2.30 and 11.04, if the Member is a U.S. Member and is Vested, the Member's DB Pension and/or DC Pension shall commence on the first business day of the month following the later of:

(a) his termination of Service; and

(b) his attainment of age fifty-five (55),

provided that payments for both DB and DC provisions shall be delayed for a minimum of six (6) months following the date of termination of Service.

A-4 No Commutation of Pensions

If the Member is a U.S. Member, his or her DB Pension and/or DC Pension shall be payable only in monthly installments as set out in the Supplementary Plan and may not be commuted at any time.

A-5 No Funding on Change in Control

Notwithstanding Article 5, the Company shall not pre-fund any benefits under the Supplementary Plan in respect of a U.S. Member, and Sections 5.02 and 7.04 shall have no application to such a Member in the event of a Change in Control or termination of the Supplementary Plan.

A-6 Canadian Dollars

For purposes of this Appendix A, U.S. dollars shall be considered to be at PAR with Canadian dollars.

TAB 5

MULTI FUNDED RCA TRUST AGREEMENT

made as of

the 6th day of January, 2006

between

HUDSON'S BAY COMPANY

and

ROYAL TRUST CORPORATION OF CANADA

governing the Trust Fund

in respect of

"Hudson's Bay Company Supplementary Executive Retirement Plan"

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MULTI FUNDED RCA TRUST AGREEMENT

THIS RCA TRUST AGREEMENT is entered into as of the 6 th day of January, 2006 to take effect as from the 6th day of January, 2006.

BETWEEN:

HUDSON'S BAY COMPANY, a company incorporated under the laws of Canada (hereinafter referred to as the "Company")

OF THE FIRST PART

AND

ROYAL TRUST CORPORATION OF CANADA, a trust company incorporated

under the laws of Canada, (hereinafter referred to as the "Trustee")

OF THE SECOND PART

WHEREAS effective October 29, 1999, the Company established the Hudson's Bay Company Supplementary Executive Retirement Plan (the "Plan") to provide eligible executives with supplemental retirement income benefits upon retirement (each a "Participant" and collectively the "Participants" as hereinafter defined);

AND WHEREAS the supplemental retirement income benefits accrued under the Plan are unfunded;

AND WHEREAS the Plan provides that, in the event of a change in control as defined in the Plan to mean any offer for shares of the Company by any entity which, if successful, would result in the offeror beneficially owning in excess of 25% of the outstanding voting shares of the Company (a "Change of Control"), the Company shall be required to secure the supplementary pension benefits accrued to the date of the Change in Control;

AND WHEREAS on November 10, 2005, Maple Leaf Heritage Investments Acquisition Corporation made an unsolicited offer to purchase all of the outstanding common shares of the Company (the "Offer");

AND WHEREAS pursuant to the Plan, the Offer constitutes a Change in Control;

AND WHEREAS in order to secure the accrued benefits under the Plan the Company wishes to establish a trust (the "Trust Fund" as hereinafter defined) and to appoint the Trustee to be the Trustee of the Trust Fund;

NOW THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the Company and the Trustee do hereby covenant and agree as follows:

ARTICLE I
DEFINITIONS

The following terms set out herein with initial capital letters shall have the meanings assigned below:

Actuary: shall mean such person or firm retained by the Company (or, following an Insolvent Date if it is necessary, the Trustee) to provide actuarial services as may be required from time to time for the purposes of the Trust Fund or the Plan, who is (or, in the case of a firm, one of whose employees or members is) a Fellow of the Canadian Institute of Actuaries.

Company: shall mean Hudson's Bay Company.

Contribution: shall mean the amount or amounts, net of Refundable Tax, which are from time to time required to be remitted to the Trustee.

Corporate Action: shall mean any conversion privileges, subscription rights, warrants or other rights or options available in connection with any securities of the Trust Fund, including those relating to the reorganization, recapitalization, takeover, consolidation, amalgamation, merger, liquidation, filing for or declaration of bankruptcy, or plans of arrangement, of any corporation, association or other entity.

Depository: shall mean any domestic or foreign depository or clearing or settlement agency or system, including a transnational book-based system, and shall include The Canadian Depository for Securities Limited and The Depository Trust Company.

Direction: shall mean all written directions, notices, requests, instructions and objections given in accordance with Article VI by an authorized signatory so authorized to act on behalf of the Company.

Insolvent Date: shall mean the date on which the Trustee is provided with evidence satisfactory to it that:

(a) the Company has made a general assignment for the benefit of its creditors under the Bankruptcy and Insolvency Act (Canada) or otherwise been declared or become bankrupt or insolvent;

(b) a court of competent jurisdiction has entered an order, judgment or decree against the Company in respect of any winding-up, declaration of bankruptcy or similar relief under any present or future law relative to bankruptcy, whether or not the Company has acquiesced in the entry of

such order; or

(c) any trustee in bankruptcy has been appointed over the Company's assets, or any portion thereof, with or without the consent or acquiescence of the Company.

Investment Manager: shall mean any person or firm appointed by the Company pursuant to subsection 5.2.1 to manage the investment of the whole or any portion of the Trust Fund, who may be, but shall not be limited to one or more employees of the Company, or a subsidiary thereof, who is responsible for directing the Trustee with respect to all investments of that portion of the Trust Fund assigned to that Investment Manager. In the event that an Investment Manager has not been appointed to manage the investments of any portion of the Trust Fund, the Company shall be deemed to have assumed the responsibilities of an Investment Manager in respect of such portion of the Trust Fund.

Participant: shall mean each executive designated in the Plan and, following each such person's death, each such person's spouse, designated beneficiary or other person eligible for payment from the Plan.

Plan: shall mean the Hudson's Bay Company Supplementary Executive Retirement Plan.

Refundable Tax: shall have the meaning ascribed thereto in Part XI.3 of the Income Tax Act (Canada).

Standard of Care: shall have the meaning ascribed thereto in Section 3.2.

Trust Agreement: shall mean this trust agreement, as (hereby amended and restated and as may be further) amended from time to time.

Trustee: shall mean the Royal Trust Corporation of Canada or any successor trustee thereto appointed in accordance with this Trust Agreement.

Trust Fund: shall have the meaning ascribed thereto in Section 2.1.

Voting Materials: shall mean all proxies, proxy solicitation materials and other communications actually received by the Trustee relating to the securities of the Trust Fund that call for voting.

ARTICLE II
CONTINUANCE AND ACCEPTANCE OF TRUST

2.1 **Establishment of Trust Fund**

All assets paid or delivered or caused to be paid and delivered by the Company from time to time to the Trustee and acceptable to the Trustee, together with any earnings, profits

and increments thereon and assets from time to time substituted therefor, net of Refundable Tax exigible, and the right to the Refundable Tax held by the Canada Revenue Agency in respect of the Plan, less all distributions and authorized payments therefrom, shall constitute the Trust Fund established in conjunction with the Plan and shall be held by the Trustee in trust and applied by the Trustee in the manner and for the purposes provided in this Trust Agreement.

Money paid or property distributed by the Trustee in accordance with the provisions of this Trust Agreement shall cease to form part of the Trust Fund upon the Trustee taking such action as is normally required for making payments or delivery of property.

2.2 **Appointment and Acceptance of Trust**

The Company hereby appoints the Trustee as trustee of, and the Trustee hereby accepts, the trust created by this Trust Agreement, and the Trustee agrees to hold, invest and administer the Trust Fund subject to the terms and conditions of this Trust Agreement.

2.3 **Participants**

Subject to applicable laws, the Participants shall not have any claim against the Trustee or bring an action against the Trust Fund or require an accounting of the Trust Fund except by or through the Company. In addition, any claim for or right to any benefit or payment of any amount, including a surplus amount, shall be governed solely by the terms of the Plan.

2.4 **Fiscal Year**

The fiscal year of the Trust Fund shall end on the 31st day of December of each year.

ARTICLE III
CONCERNING THE TRUSTEE

3.1 **Responsibilities of the Trustee**

The Trustee shall:

3.1.1 Receive all Contributions made by the Company under this Trust Agreement;

3.1.2 Hold title to all assets comprising the Trust Fund, for the account of the Trust Fund;

3.1.3 Keep the Trust Fund distinct from its own assets and those of any other person in the accounts and records kept by the Trustee and should the assets of the Trust Fund for any reason become mixed with the assets of the Trustee, the entire resulting mixed fund shall be deemed to be held by the Trustee in trust hereunder to the extent necessary to satisfy the Trust

Fund's claim on such mixed fund. The Trustee may, however, through the use of a Depositary or subcustodian, commingle the Trust Fund with assets of other customers of the Trustee (but not with assets held for the Trustee's own account), in which case the Company shall be entitled, in common with those of other customers, to its proportionate share of the assets so held and/or the rights thereto;

3.1.4 From time to time, make all distributions, disbursements and payments (including surplus assets) out of the Trust Fund to such persons (including the Company) on the Direction of the Company and, following an Insolvent Date, on the Direction of the Actuary in accordance with the Actuary's interpretation of the Plan. For greater certainty, where, following an Insolvent Date, the Actuary advises that the Trust Fund is not sufficient to fully discharge all benefits and obligations under the Plan, the distributions, disbursements and payments out of the Trust Fund to the Participants shall be in reduced amounts as determined by the Actuary;

3.1.5 After all payments required to be made to the Participants, in accordance with the Company's or the Actuary's Direction, have been made or provided for and the Participants shall not be entitled to receive further payments from the Trust Fund, promptly pay, subject to Sections 8.2 and 8.3, the balance of the Trust Fund to the Company or to any person duly authorized to administer the Company's assets following an Insolvent Date;

3.1.6 Notify the Company upon the receipt by it of any assignment or attempted assignment or notice thereof or of any involuntary assignment, seizure, garnishment or any process of law or execution or notice thereof in respect of any benefit payable out of the Trust Fund;

3.1.7 Take all reasonable steps to collect and receive all income, principal, dividends and other payments and distributions when due in respect of any assets of the Trust Fund and promptly credit all such receipts received by it to the Trust Fund;

3.1.8 Act in accordance with the Direction of the Company, the Investment Manager or the Actuary under this Trust Agreement, with respect to the exercise of its powers including, without limitation, the acquisition or disposition of any asset, the exercise of any voting rights, the processing of Corporate Actions, or with respect to any other matter pursuant to this Trust Agreement;

3.1.9 Following an Insolvent Date, liquidate the portfolio and invest the Trust Fund in ninety (90) day Government of Canada Treasury Bills;

3.1.10 Keep accurate and detailed accounts and records of all assets and transactions with respect to the Trust Fund which shall be open to

inspection and audit with reasonable notice at all reasonable times by any person duly authorized by the Company;

3.1.11 Provide to the Company or to any other person upon the Company's Direction, within ninety (90) days following the last day of the fiscal year of the Trust Fund, or such other accounting period as may be agreed upon by the Company and the Trustee, or following the resignation or the removal of the Trustee, a statement of account showing all assets, transactions, receipts and disbursements during the accounting period in such form as may, from time to time, be agreed by the Company and the Trustee. Where, however, the Company elects to participate in an investment program provided by the Trustee or any of its affiliates or an insurer, or an external investment broker or manager, the statement of account provided by the Trustee shall not show all assets, transactions, receipts and disbursements during the accounting period which shall, instead, be shown on the statement of account provided to the Company by the provider of the investment program;

3.1.12 Calculate the Refundable Tax of the Trust Fund at the end of each taxation year and remit out of the Trust Fund the amount of tax, if any, payable by it for the year or claim a refund of Refundable Tax owing to the Trust Fund, if applicable, withhold and remit from the Trust Fund all other taxes and assessments required by any applicable law to be so withheld and remitted and file any required tax returns or other filings;

3.1.13 Forward, or arrange to have forwarded, to the Company, or on Direction of the Company, to the Investment Manager of that portion of the Trust Fund in which the particular security is held, such Voting Materials as are actually received by the Trustee in respect of the securities held in the Trust Fund;

3.1.14 With respect to Corporate Actions, promptly forward to the Company, or on Direction of the Company, to the Investment Manager of that portion of the Trust Fund in which the particular security is held, a summary of information that is actually received by the Trustee from sources believed by the Trustee to be reliable, and request Directions with respect to any such Corporation Action where required. For greater certainty, other than as described in this Trust Agreement, the Trustee shall not be obligated to forward or summarize any other shareholder communications, including shareholder mailings, notices, or reports and the Trustee shall have no responsibility or liability for ensuring the accuracy or adequacy of the summary of information; and

3.1.15 Pay out of the Trust Fund all expenses with respect to the operation and administration of the Trust Fund, including without limitation such compensation, disbursements and expenses as are set out in Section 7.6,

unless such compensation, disbursements and expenses are paid directly by the Company as provided in Section 7.6, in which case the Trustee shall reimburse the Company therefore from the Trust Fund on Direction.

3.2 **Standard of Care**

In exercising its powers and performing its duties hereunder, the Trustee shall act honestly and in good faith with the degree of care, skill, prudence and diligence that would be exercised by a professional trustee familiar with the custody and administration of the assets of a retirement compensation agreement plan trust, acting in like capacity under circumstances then prevailing (the "Standard of Care"). For greater certainty, any exclusion, or limitation of, or relief or protection from liability, duty or responsibility described elsewhere in the Trust Agreement shall not relieve the Trustee of its responsibilities to adhere to the Standard of Care described herein.

3.3 **Limitation of Liability**

3.3.1 The Trustee shall not be liable for any loss to, or diminution of, the Trust Fund resulting from any act or omission in connection with the affairs of the trust, except to the extent that such loss or diminution is directly caused by the Trustee's breach of the Standard of Care.

3.3.2 The Trustee shall have no duty or responsibility with respect to the administration of the Plan, the collection of Contributions, or for the adequacy of the Trust Fund to meet and discharge any payments and liabilities under the Plan.

3.3.3 The Trustee shall not be responsible for any loss to or diminution of the Trust Fund resulting from the acquisition, retention, or sale of any assets of the Trust Fund made in accordance with the Direction of the Company or any Investment Manager.

3.3.4 The Trustee shall not be liable to any person for any action in accordance with the Direction of the Company or Investment Manager or failure to act in the absence of the Direction of the Company or Investment Manager.

3.3.5 Upon the expiration of two hundred and seventy (270) days from the date of mailing of any statements provided under subsection 3.1.12, the Trustee shall be released and discharged from all liability and accountability to anyone with respect to its acts and transactions during the period covered by the statements, except with respect to those identified by the Company prior to that date under subsection 4.1.8 and those which are a breach of the Standard of Care.

3.3.6 Subject to the Standard of Care, the Trustee shall be fully protected in acting in good faith on the opinion or advice of or information obtained

from any such counsel, auditors, advisors, agents or other persons in relation to any matter arising in the administration of the Trust Fund.

3.4 **Conflict of Interest**

3.4.1 The Trustee's services to the Company are not exclusive and, subject to the limitations otherwise provided in this Trust Agreement on the power and authorities of the Trustee, the Trustee may for any purpose, and is hereby expressly authorized from time to time in its discretion to, appoint, employ, invest in, contract or deal with any individual, firm, partnership, association, trust or body corporate, including without limitation, itself and any partnership, trust or body corporate with which it may directly or indirectly be affiliated or in which it may be directly or indirectly interested, whether on its own account or for the account of another (in a fiduciary capacity or otherwise), without being liable to account therefor and without being in breach of this Trust Agreement.

3.4.2 Without limiting the generality of the foregoing, the Company hereby authorizes the Trustee to act hereunder notwithstanding that the Trustee or any of its divisions, branches or affiliates may:

(a) have a material interest in the transaction or that circumstances are such that the Trustee may have a potential conflict of duty or interest including the fact that the Trustee or any of its affiliates may:

(i) purchase, hold, sell, invest in or otherwise deal with securities or other property of the same class and nature as may be held in the Trust Fund, whether on its own account or for the account of another (in a fiduciary capacity or otherwise);

(ii) act as a market maker in the securities that form part of the Trust Fund to which Directions relate;

(iii) act as financial advisor to the issuer of such securities;

(iv) provide brokerage services to other clients;

(v) act as agent for more than one (1) client with respect to the same transaction;

(vi) have a material interest in the issue of securities that form part of the Trust Fund;

(vii) use in other capacities, knowledge, procedures, systems, processes or other expertise gained in its capacity as

Trustee hereunder, subject to the provisions of Section 9.4 hereof; provided that such use is not detrimental to the best interests of the Trust Fund; and

(viii) invest the assets of the Trust Fund in the securities or other assets of any of its affiliates; and

(b) earn profits from any of the activities listed herein;

without being liable to account therefor and without being in breach of this Agreement.

3.5 **Powers of the Trustee**

The Trustee is hereby vested with every power, right and authority necessary or desirable to enable the Trustee to administer the Trust Fund and carry out its responsibilities in accordance with this Trust Agreement. Where required under this Trust Agreement, the powers, rights and authorities shall only be exercised on Direction. Without restricting the generality of the foregoing, the Trustee shall have the full power and authority:

3.5.1 To purchase, or otherwise acquire, any securities, currencies, or other assets and to purchase, hold and retain the same in trust hereunder;

3.5.2 To sell for cash or on credit, or partly for cash and partly on credit, convey, exchange for other securities, currencies or other assets, convert, transfer, or otherwise dispose of any securities, currencies or other assets held by it at any time, by any means considered reasonable by the Trustee, and to receive the consideration and grant discharges therefor;

3.5.3 To exercise any conversion privileges, subscription rights, warrants or other rights or options available in connection with any securities or other assets at any time held by the Trustee, and make any payments incidental thereto; consent to, or otherwise participate in or dissent from, the reorganization, consolidation, amalgamation or merger of any corporation, company or association, or to the sale, mortgage, pledge or lease of the property of any corporation, company or association, any of the securities of which may at any time be held by it, and do any act with reference thereto, including the delegation of discretionary powers, the exercise of options, the making of agreements or subscriptions and the payment of expenses, assessments or subscriptions which it may deem necessary or advisable in connection therewith;

3.5.4 Subject to Direction from the Company or an Investment Manager, to vote personally, or by general or by limited proxy, any securities or other assets which may be held by it at any time, and similarly exercise personally or by general or by limited power of attorney any right appurtenant to any securities or other assets held by it at any time;

3.5.5 To renew or extend or participate in the renewal or extension of any securities or other assets, upon such terms as it may deem advisable, and agree to a reduction in the rate of interest on any security or other asset or of any guarantee pertaining thereto, in any manner and to any extent that it may deem advisable; waive any default whether in the performance of any covenant or condition of any security or other asset, or in the performance of any guarantee, or enforce rights in respect of any such default in such manner and to such extent as it may deem advisable; exercise and enforce any and all rights of foreclosure, bid on property on sale or foreclosure, take a conveyance in lieu of foreclosure with or without paying a consideration therefor and in connection therewith to release the obligation on the covenant secured by such security and exercise and enforce in any action, suit or proceeding at law or in equity any rights or remedies in respect of any such security or guarantee pertaining thereto;

3.5.6 To make, execute, acknowledge and deliver any and all deeds, leases, mortgages, conveyances, contracts, waivers, releases or other documents of transfer and any and all other instruments in writing that may be necessary or proper for the accomplishment of any of the powers herein granted;

3.5.7 To process Corporate Actions, provided that the Company or the Investment Manager has provided Directions to the Trustee within the time frames specified by the Trustee in its notice relating to Corporate Actions. In the event that Directions have not been provided within such time frames, the Trustee shall use reasonable efforts to process such Corporate Actions but the Trustee shall have no liability for failure to process such Corporate Actions or for processing such Corporate Actions in the absence of Directions, where necessary;

3.5.8 To clearly record all assets of the Trust Fund in the books and records of the Trustee so as to show that the beneficial ownership of such assets is vested in the Trust Fund; and

3.5.9 In the event there is at any time insufficient assets in the Trust Fund (excluding the right to the Refundable Tax) to effect any distribution, disbursement or payment in accordance with subsection 3.1.4 pending receipt from the Canada Revenue Agency of Refundable Tax, borrow (including the right to borrow from an affiliate) money against the assets of the Trust Fund up to an amount of such Refundable Tax and on such other terms and conditions as the Trustee may determine. For greater certainty, on Direction of the Company, the Trustee shall be required to so borrow. The Company shall bear the cost of such borrowing and the Company shall, if requested, reasonably co-operate with the Trustee to the extent required to effect any such borrowing and ensure the co-operation

of its own bank. Following an Insolvent Date, no further borrowing shall occur.

3.5.10 In consultation with the Company, to commence, defend, adjust or settle suits, and administrative or legal proceedings in connection with the Trust Fund and represent the Trust Fund in any such suits and administrative or legal proceedings and keep the Company informed; provided, however, that the Trustee shall not be obliged or required to do so unless it has been indemnified to its satisfaction against all expenses and liabilities sustained or anticipated by the Trustee by reason thereof, except where such suits, administrative or legal proceedings directly result from a breach by the Trustee of the Standard of Care;

3.5.11 To hold in trust any securities, currencies or other assets which it may acquire hereunder and generally exercise any of the powers of an owner with respect to securities or other assets held in the Trust Fund;

3.5.12 To register the securities or other assets of the Trust Fund in its own name or in the names of its nominees or the nominees of any subcustodian or of any Depository, or in bearer form if the investment is not registrable or it would not be in the best interest of the Trust Fund to do otherwise;

3.5.13 To keep the assets of the Trust Fund wholly or partly, in its principal office or in any one or more of its branches in any Province of Canada or at the office of any financial institution that is authorized to act as a custodian of securities by the laws of any country, province, state or any other political subdivision of any country in which such financial institution is located;

3.5.14 To hold securities through the facilities of a domestic or foreign Depository or clearing agency which is duly authorized to operate a book-based system (including a transnational book-based system) in the country, province, state or other political subdivision of any country in which such Depository or clearing agency is located;

3.5.15 To deposit any assets forming part of the Trust Fund, including securities and documents of title held by it hereunder, with any bank or other Depository;

3.5.16 To retain uninvested cash balances from time to time on hand in the Trust Fund as may be deemed to be in the best interests of the Trust Fund and in its sole discretion hold such cash balances on deposit with a bank or such other deposit taking institution, including the Trustee or any of its affiliates, in any jurisdiction in such interest bearing account as the Trustee in its discretion may determine;

3.5.17 In consultation with the Company, to employ such counsel, auditors, actuaries, advisors, agents or other persons (who may be employed by the Company) as the Trustee may deem necessary from time to time for the purpose of discharging its duties hereunder and pay out of the Trust Fund their reasonable expenses and compensation;

3.5.18 To make payments to the legal representative of any person who is legally incompetent to receive them. The receipt by such person's legal representative shall be a complete release and discharge to the Trustee;

3.5.19 To enter into and settle foreign exchange transactions for the purpose of facilitating the transactions of the Trust Fund with such counterparties as the Trustee may determine, including its affiliates;

3.5.20 To appoint subcustodians on such terms as the Trustee may in its sole discretion determine;

3.5.21 To appoint nominees;

3.5.22 To advance monies by overdraft to the Trust Fund, on such terms and conditions as the Trustee may determine. In order to secure the obligations of the Trust Fund to repay such borrowings, the principal and interest charged on such borrowing shall be paid out of the Trust Fund and shall constitute a charge against the Trust Fund until paid;

3.5.23 To dispose of any assets of the Trust Fund on such terms as the Trustee may determine, in order to pay any outstanding obligations imposed on the Trust Fund or repay any outstanding loan contemplated by this Agreement; and

3.5.24 To do all such acts, take all such proceedings and exercise all such rights and privileges, although not specifically mentioned herein, as the Trustee, may deem necessary to administer the Trust Fund, and to carry out the purposes of this trust.

3.6 **Power Inexhaustible**

The exercise of any one or more of the powers provided in Section 3.5 or any combination thereof from time to time shall not be deemed to exhaust the rights of the Trustee to exercise such power or powers or combination of them thereafter from time to time.

ARTICLE IV
CONCERNING THE COMPANY

4.1 **Responsibilities of the Company**

The Company hereby represents and warrants that it has full power and authority to enter into this Agreement, and to perform all of its obligations hereunder, and more specifically and without limitation, the Company:

4.1.1 Shall have full responsibility for the administration of the Plan;

4.1.2 Shall from time to time make Contributions in such amounts and in such frequency as the Company shall determine in its sole discretion as being required to be made in accordance with the terms of the Plan;

4.1.3 Shall, within the prescribed time, withhold the Refundable Tax exigible from the Contribution and remit such amount to the Receiver General, and shall inform the Trustee in writing of such remittance;

4.1.4 Shall file, or cause to be filed, any and all returns and forms required to be filed by it with respect to the Plan by applicable law and maintain its own remittance account with the Canada Revenue Agency;

4.1.5 Shall ensure that any Direction of the Company is in accordance with the provisions of the Plan and all amendments thereto from time to time;

4.1.6 Shall manage the investment of the assets of the Plan in accordance with this Trust Agreement, applicable legislation and any investment policy or guidelines applicable to the Plan, including the appointment under Article V and supervision of one or more Investment Managers for all or any portion of the assets of the Plan;

4.1.7 Shall immediately notify the Trustee of the appointment and termination of any Investment Manager and the allocation or re-allocation of the assets resulting therefrom;

4.1.8 Shall review any statement provided by the Trustee in accordance with subsection 3.1.11 and notify the Trustee of any errors, omissions or discrepancies contained in such statement;

4.1.9 Shall provide the Trustee with such Directions, certificates or other documentation or information as may be required by the Trustee to fulfil its obligations under this Trust Agreement, including copies of information returns filed by the Company with the Canada Revenue Agency with respect to the Trust Fund, or as the Trustee may reasonably request;

4.1.10 Shall provide the Trustee with a certificate substantially in the form of Schedule A attached hereto, and certified by the secretary of the Company to be true and correct, stating the name and title of the person or persons authorized to act on behalf of the Company, together with specimen signatures of all such authorized signatories. In the event that in any

calendar year no updated Schedule A has been delivered to the Trustee because no authorized signatory has been added or deleted in that year, on or before March 1 of the following calendar year the Company shall either

(a) deliver a new Schedule A updated to reflect current information or

(b) provide written notice to the Trustee confirming that the information on the most recently updated Schedule A is unchanged;

4.1.11 Acknowledges that the Trustee is and in the future may be subject to legislation, including but not limited to anti-money laundering legislation and privacy legislation, that requires that the Trustee collect information or obtain undertakings, agreements, documents or the like from the Company or its directors, officers and employees, and shall cooperate with the Trustee including delivery of information, agreements or documents or providing signatures or executing documents and to take all reasonable steps to cause its directors, officers and employees to do same, all to the maximum extent required to ensure that the Trustee satisfies applicable legislative requirements;

4.1.12 Shall, with the Trustee, amend this Trust Agreement as then required by the Trustee, forthwith after notifying the Trustee that it wishes the Trust Fund to include a letter of credit;

Shall have full responsibility for compliance with unclaimed property legislation, as applicable, and shall direct the Trustee to provide information or remit unclaimed property as the case may be to the appropriate regulatory authority where required;

4.1.13 Shall cause to be delivered to the Trustee an updated Schedule B identifying each Participant (and setting out the current address of each Participant, his or her social insurance number, and the name of his or her spouse and/or designated beneficiary) as Participants are added or deleted. In the event that in any calendar year no updated Schedule B has been delivered to the Trustee because no Participants have been added or deleted in that year, on or before March 1 of the following calendar year the Company shall either (i) deliver or cause to be delivered to the Trustee a new Schedule B updated to reflect current information or (ii) provide written notice to the Trustee confirming that the information on the most recently updated Schedule B is unchanged;

4.2 **Indemnity**

4.2.1 The Company shall indemnify and save harmless the Trustee on its own behalf and in trust for the Trust Fund and the officers, directors, employees, successors and assigns of the Trustee against any costs,

expenses (including reasonable costs of litigation and reasonable legal fees and expenses), damages, claims, actions, demands and liabilities to which any of them may be subject, as a result of any act or omission in connection with this Trust Agreement, except to the extent such costs, expenses, losses, damages, claims, actions, demands or liabilities are incurred as a result of the Trustee having breached the Standard of Care. This provision shall survive the termination of this Trust Agreement.

4.2.2 For greater certainty, the commencement of formal legal proceedings shall not be a precondition for indemnification hereunder. Further, none of the provisions of this Agreement shall require the Trustee to expend or risk its own funds, appear in, prosecute or defend proceedings, or otherwise incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers hereunder, unless the Trustee is first indemnified to its satisfaction.

ARTICLE V
INVESTMENTS

5.1 Investment of Trust Fund

Subject to subsection 3.1.9, the Trustee shall hold, invest and reinvest the Trust Fund strictly in accordance with Directions of the Company or any Investment Manager appointed by the Company hereunder with respect to such portion of the Trust Fund under the Company's or such Investment Manager's management. The investment of the assets of the Plan shall not be limited in any way to investments authorized for trustees under, or to the criteria in planning or the requirements for diversifying the investment of the assets of the Plan as may be prescribed for trustees by, any applicable federal, provincial or territorial legislation. For greater certainty, it is hereby confirmed that the Trustee shall have no responsibility for the investment management of the Trust Fund nor for any investment decisions except for carrying out Directions.

5.2 Appointment of Investment Manager

5.2.1 The Company shall have sole responsibility for the investment management of the Trust Fund but may appoint from time to time one or more Investment Managers to manage the investment of the whole or any portion or portions of the Trust Fund. The appointment of any such Investment Manager shall be deemed to be effective upon the later of the date of receipt by the Trustee of a Direction notifying the Trustee of such appointment or the effective date specified therein and such appointment shall continue in force until the earlier of the receipt by the Trustee of a Direction containing notice to the contrary or an Insolvent Date. The Trustee shall also be entitled to rely conclusively on and shall be fully protected in acting in accordance with the Directions of the Investment Manager in the exercise of powers conferred by this Trust Agreement.

Notwithstanding any investment authority given to an Investment Manager, the Trustee may dispose of any assets of the Trust Fund on such terms as the Trustee may determine, upon notification of the Company, in order to pay any obligations imposed on the Trust Fund or to repay any loan authorized by this Trust Agreement.

5.2.2 Unless the Company instructs the Trustee otherwise, any such Investment Manager shall, with respect to such whole or any portion or portions of the Trust Fund, direct the Trustee in the exercise of the powers enumerated in subsections 1, 2, 3, 4, 5, and 6 of Section 3.5 otherwise conferred by this Trust Agreement, or as the Company by Direction may specify that the Investment Manager may direct.

5.3 Termination of Investment Manager

The Company may at any time terminate the appointment of any Investment Manager, in which event the Trust Fund, or the portion thereof managed by such Investment Manager, shall be invested and reinvested by the Trustee as directed by the Company in accordance with Section 5.1 hereof, until a successor Investment Manager is appointed by the Company with respect to all or any such portion of the Trust Fund. In addition, following an Insolvent Date the appointment of any Investment Manager shall terminate for the purposes of this Trust Agreement.

ARTICLE VI
COMMUNICATIONS

6.1 Directions and Authorized Signatories

6.1.1 All Directions given to the Trustee pursuant to any of the provisions of this Trust Agreement shall be in writing and given by an authorized signatory, and the Trustee shall be fully protected in acting in accordance with such Direction. The Company agrees that the Trustee shall be entitled to rely conclusively on the identification of the authorized signatories set out in Schedule A as the persons entitled to act on behalf of the Company for the purposes of this Trust Agreement until a later certificate respecting the same is delivered to the Trustee.

6.1.2 Notwithstanding subsection 6.1.1, the Trustee is authorized to act on telephone instructions. Written Directions shall be provided to the Trustee confirming telephone instructions on the same day that such telephone instructions are given to the Trustee. The fact that such confirming Directions are not received or that contrary Directions are later received by the Trustee shall in no way affect the validity of transactions effected by the Trustee on the basis of such telephone instructions. The Trustee shall be protected in relying on such telephone instructions as if they were Directions, and when so given shall be deemed to have been effectively and sufficiently given for all purposes of this Trust Agreement.

The Company agrees that some or all telephone conversations between the parties may be recorded by the Trustee and that, in the event of any disagreement as to the content of any instructions given by telephone, such recording will be conclusive and determinative of the content of the instructions.

6.1.3 Without limiting the foregoing, in the case of Directions sent through the internet, the parties acknowledge that it may not be possible for such Directions to be executed, however the Trustee shall nevertheless be protected in relying on such Directions as if they were written Directions executed by an authorized signatory. The Trustee shall be entitled, without further inquiry or investigation, to assume that such Directions have been duly and properly issued, and that the sender(s) is/are duly authorized to act, and to provide Directions.

6.2 **Directions from Investment Manager or Actuary**

Any Direction, including Direction from an Investment Manager or the Actuary, is deemed to be a Direction to the Trustee from the Company given in accordance with this Article VI.

6.3 **Addresses for Directions**

All Directions and notices required or permitted hereunder shall be given personally, or if sent by pre-paid ordinary mail or if transmitted by facsimile as follows, or at such other address and number as the party to whom such communication is to be given shall have last notified to the party giving the same in the manner provided in this Section:

6.3.1 in the case of the Trustee:

Royal Trust Corporation of Canada
Royal Trust Tower, 4th Floor
77 King Street West
P.O. Box 7500, Station "A"
Toronto, ON M5W 1P9

Attention: Trust Services

Telephone: (416) 955-5068
Telefax: (416) 955-3268

6.3.2 in the case of the Company:

Hudson's Bay Company
Suite #2101, 401 Bay Street

Toronto ON M5H 2Y4

Attention:

Telephone:
Telefax:

6.3.3 in the case of a Participant, to the address provided in Schedule B.

6.4 **Deemed Delivery**

Any Direction or notice delivered personally shall be deemed to have been given on the day it is so given. Subject to disruptions in the postal service, any Direction or notice mailed shall be deemed to have been given and received on the fifth (5) business date following the date of mailing. Any Direction or notice given by facsimile shall be deemed to have been given and received on the day it is brought to the attention of the Trustee's employee to whom it is addressed without thereby creating an obligation for the Trustee to constantly monitor its communication equipment provided however that a reasonable surveillance is performed within the normal business hours of the Trustee where such Direction is sent. The sender of a Direction shall have the obligation of ensuring that the Direction sent by him has been received by the Trustee and the Trustee shall not be held liable for an omission to act resulting from not receiving a Direction.

6.5 **Proof of Content**

The Trustee shall be entirely protected when relying on a Direction received pursuant to this Article VI and in case of discrepancies between the copy or material representation of a Direction held or produced by the Trustee and such copy or representation held or produced by any person, the copy or material representation held or produced by the Trustee shall be deemed to constitute conclusive evidence of the content of such Direction

6.6 **Limitation in Respect of Directions**

The Trustee shall act in accordance with Directions, and shall be fully protected and absolved from any liability arising therefore. Notwithstanding anything else in this Trust Agreement, the Trustee shall not be required to comply with Directions to settle the purchase of any securities on behalf of the Trust Fund unless there is sufficient cash in the Trust Fund at the time, nor shall the Trustee be required to comply with Directions to settle the purchase of any securities on behalf of the Trust Fund unless such securities are in deliverable form. If the Trustee is not provided with Directions when required hereunder, then the Trustee shall be fully protected and absolved from any liability arising from the failure to act in the absence of Directions.

6.7 **Internet**

The Company agrees that Directions and notices given through the internet or any other electronic means of communication which is not secure may only be validly given hereunder if the Company has first entered into an agreement with the Trustee that is satisfactory to the Trustee.

ARTICLE VII
RESIGNATION, REMOVAL, APPOINTMENT AND REMUNERATION OF TRUSTEE

7.1 Resignation

The Trustee may resign at any time after giving ninety (90) days' notice in writing to the Company.

7.2 Removal

The Company shall have power to remove the Trustee exercisable in writing without notice, at any time that:

7.2.1 the Trustee shall be declared bankrupt or shall be insolvent;

7.2.2 the assets or the business of the Trustee shall become liable to seizure or confiscation by any public or governmental authority; or

7.2.3 the Trustee shall cease to have the qualifications set out in Section 7.5.

The Company may remove the Trustee for any reason at any time upon ninety (90) days' notice in writing or upon such shorter notice as may be mutually agreed by the Trustee and the Company.

7.3 Appointment of Successor

In the event of resignation or removal of the Trustee under this Trust Agreement or in the case a vacancy shall arise in trusteeship of the Trust Fund, the Company shall appoint a trustee as successor to the Trustee and shall ensure that such successor has the qualifications set out in Section 7.5.

Notwithstanding the foregoing, any trust company resulting from the merger or amalgamation of the Trustee with one or more trust companies and any trust company which succeeds to substantially all of the trust business of the Trustee shall thereupon become the successor trustee hereunder without further act or formality.

In the event the Company fails to appoint a successor Trustee within sixty (60) days of the resignation or removal, the Trustee, at the expense of the Trust Fund, shall have the right to seek appointment of a successor Trustee from a court of competent jurisdiction.

7.4 **Obligations Upon Resignation or Removal**

In the event of the resignation or removal of the Trustee, the Trustee shall, upon Direction of the Company, transfer title to all assets comprising the Trust Fund and all books and records (which shall not, for greater certainty, include correspondence with the Company or other persons except the Canada Revenue Agency) maintained by the Trustee for the purpose of its responsibilities under this Trust Agreement to the successor appointed under Section 7.3. Subject to subsection 3.3.5, upon such transfer the Trustee shall be relieved of all responsibilities under this Trust Agreement. The Trustee is authorized to reserve such fees and expenses reasonably incurred to the date of the resignation or removal of the Trustee and any balance of such reserve remaining after the payment of such fees and expenses shall be paid over to the successor Trustee.

7.5 **Qualifications of Trustee**

The successor Trustee shall be a duly licensed and qualified trust company to carry on trust activities in Canada and in any province thereof, or one or more individuals other than a Participant.

7.6 **Fees and Expenses of the Trustee**

Prior to an Insolvent Date, the Trustee shall be entitled to such compensation as may from time to time be mutually agreed upon in writing by the Trustee and the Company. Following an Insolvent Date, the Trustee shall be entitled to such compensation as was mutually agreed upon in writing by the Trustee and the Company prior to the Insolvent Date. Such compensation and all other disbursements made and expenses incurred in the creation of the Trust Fund and performance of the duties of the Trustee hereunder or arising out of this trust shall constitute a charge upon the Trust Fund and shall be paid out of the Trust Fund unless such compensation, disbursements and expenses shall be paid by the Company within thirty (30) days of the date the Trustee sends an invoice or account for same by any means described in Section 6.3 for the giving of notice. The Trustee is authorized to pay out of the Trust Fund the compensation, disbursements and expenses (including any applicable value added tax payable) of persons employed by it pursuant to subsection 3.5.17 and the compensation, disbursements and expenses of the Actuary and the Investment Manager on Direction of the Company.

ARTICLE VIII
AMENDMENT AND TERMINATION OF TRUST AGREEMENT

8.1 **Amendment of Trust Agreement**

The Company and the Trustee reserve the right at any time and from time to time to amend, in whole or in part, any or all of the provisions of this Trust Agreement by notice thereof in writing delivered to the other party, provided that no such amendment which affects the rights, duties or responsibilities of the other party may be made without its consent and that no such amendment shall authorize or permit any part of the Trust Fund

to be used for or diverted to purposes other than those provided for under the terms of the Plan.

8.2 **Termination of Trust Agreement**

This Agreement may be terminated at any time by an instrument in writing executed by the Company, provided that the Trust Fund following such termination may not be used for or diverted to purposes other than those provided for under the terms of the Plan and for the payment of taxes and other assessments pursuant to subsection 3.1.12. Such termination shall not take effect until sixty (60) days after the receipt of such instrument by the Trustee, or such shorter period of time as may be mutually agreed upon.

Upon such termination, the Trust Fund shall be paid out by the Trustee, prior to an Insolvent Date, on Direction of the Company subject to subsection 4.1.9 and, following an Insolvent Date, as directed by the Actuary provided:

8.2.1 any fees and expenses payable under this Trust Agreement from the Trust Fund, shall first be deducted and paid; and

8.2.2 subject to subsection 4.2.1, the provisions of this Trust Agreement shall survive any termination until all assets comprising the Trust Fund have been paid out or distributed.

8.3 **Automatic Termination**

On an Insolvent Date, the Plan shall be deemed fully terminated and within sixty (60) days following such Insolvent Date the Trustee shall pay to each Participant, on Direction of the Actuary, the value of all benefits accrued to the Participants under the Plan as determined by the Actuary, to the extent of the assets of the Trust Fund, including Refundable Tax, less expenses of the Trust Fund as estimated by the Trustee to complete the distribution of the Trust Fund. Such value shall be paid in two instalments, the first from the funds in the Trust Fund and the second from the funds refunded to the Trustee by the Canada Revenue Agency pursuant to paragraph 207.7(2)(b) of the Income Tax Act (Canada). In the event that there remain assets in the Trust Fund, including Refundable Tax, following the payment of all benefits pursuant to this Section 8.3, such surplus assets shall be paid to the Company or any person authorized to administer the Company's assets following such Insolvent Date.

ARTICLE IX
MISCELLANEOUS

9.1 **Representations and Warranties**

The Company confirms that the recitals to this Trust Agreement are true and correct and acknowledges that

9.1.1 where the terms of this Trust Agreement and the Plan are inconsistent in whole or in part, the terms of this Trust Agreement shall prevail over the terms of the Plan,

9.1.2 the Trustee shall not be obligated to review the terms of the Plan, and

9.1.3 the Trustee's acceptance of the trust pursuant to Section 2.2 shall not be taken as an expression by the Trustee as to the suitability of this Trust Agreement in respect of the Plan.

9.2 **Severance of Illegal or Invalid Provision**

If any provision of this Trust Agreement shall be held illegal or invalid for any reason by a Court of competent jurisdiction, such illegality or invalidity shall not affect the remaining provisions of this Trust Agreement but this Trust Agreement shall be construed and enforced as if such illegal or invalid provision had never been inserted herein.

9.3 **Assignment**

This Trust Agreement may not be assigned by the Trustee without the consent in writing of the Company but may be assigned by the Company to a successor in the business of the Company or to a corporation with which the Company may amalgamate or merge or a corporation resulting from any reconstruction or reorganization of the Company.

9.4 **Confidentiality**

Subject to subsection 3.4.2(a)(vii) hereof, the Trustee shall hold in confidence all information relating to the Trust Fund and may only release such information to others where required by Applicable Law or pursuant to a Direction of the Company.

9.5 **Interpretation**

Unless the context requires otherwise, any terms or provisions importing the plural shall include the singular and vice versa and any terms or provisions importing the masculine gender shall include the feminine gender.

9.6 **Governing Law**

This Trust Agreement shall be construed, administered and enforced according to the laws of the Province of Ontario and the laws of Canada applicable therein and the Trustee shall be liable to account only in the Courts of that Province.

9.7 **Force Majeure**

The Trustee shall not be liable or responsible any loss or damages, whatsoever, resulting from official action (including nationalisation and expropriation), currency restrictions or

devaluations, acts or threat of war or terrorism, insurrection, revolution or civil disturbance, acts of God, strikes or work stoppages, inability of any settlement system to settle transactions, interruptions in postal, telephone, telex and/or other communication systems or in power supply, or any other event or factor beyond the reasonable control of the Trustee.

9.8 **Entire Agreement**

This Trust Agreement and any schedules or exhibits hereto constitute the whole and entire agreement between the parties in respect of the subject matter hereof and cancel and supersede any prior written or verbal agreements including undertakings, declarations or representations made with respect thereto.

9.9 **Execution in Counterpart**

This Trust Agreement may be executed in counterparts each of which when so executed shall be deemed to be an original and all counterparts together shall constitute one agreement.

9.10 **Binding Effect**

This Trust Agreement shall enure to the benefit of and be binding upon the Company, the Trustee and their respective successors and assigns.

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

HUDSON'S BAY COMPANY

We have authority to bind the Company.

ROYAL TRUST CORPORATION OF CANADA

SCHEDULE A TO THE TRUST AGREEMENT

DATED AS OF THE 6th DAY OF JANUARY, 2006

CERTIFICATE OF AUTHORIZED SIGNATORIES

I JAMES A. INGRAM, in my capacity as secretary of the Company, hereby do certify the above to be true and correct.

SCHEDULE B TO THE TRUST AGREEMENT

DATED AS OF THE _____ DAY OF JANUARY, 2006

PARTICIPANT INFORMATION

Name of Participant	Address of Participant	Participant's Social Insurance Number	Name of Spouse and/or Beneficiary

TAB 6

RCA TRUST AGREEMENT

made as of

the 1st day of June, 2011

between

HUDSON'S BAY COMPANY

and

ROYAL TRUST CORPORATION OF CANADA

governing the Trust Fund

in respect of

"Hudson's Bay Company Additional Supplementary Executive Retirement Plan for Certain Executives"

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RCA TRUST AGREEMENT

THIS RCA TRUST AGREEMENT is entered into as of the 1st day of June, 2011.

BETWEEN:

HUDSON'S BAY COMPANY, a company incorporated under the laws of Canada (hereinafter referred to as the "**Company**")

OF THE FIRST PART

AND

ROYAL TRUST CORPORATION OF CANADA, a trust company incorporated

under the laws of Canada, (hereinafter referred to as the "**Trustee**")

OF THE SECOND PART

WHEREAS effective October 29, 1999, the Company established the Hudson's Bay Company Supplementary Executive Retirement Plan (the "**1999 Plan**") to provide eligible executives with supplemental retirement income benefits upon retirement;

AND WHEREAS there are participants of the 1999 Plan who have Employment Contracts (each a "**Participant**" and collectively the "**Participants**" as hereinafter defined) which require securing benefits related to the Hudson's Bay Company Additional Supplementary Executive Retirement Plan for Certain Executives (the "**Plan**") in excess of the amounts provided under the 1999 Plan under certain circumstances;

AND WHEREAS, in order to secure such benefits under the Plan, the Company wishes to establish a trust fund (the "**Trust Fund**" as hereinafter defined) and to appoint the Trustee to be the trustee of the Trust Fund;

NOW THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the Company and the Trustee do hereby covenant and agree as follows:

ARTICLE I
DEFINITIONS

The following terms set out herein with initial capital letters shall have the meanings assigned below:

Actuary: shall mean such person or firm retained by the Company (or, following an Insolvent Date if it is necessary, the Trustee) to provide actuarial services as may be required from time to time for the purposes of the Trust Fund or each Employment Contract, who is (or, in the case of a firm, one of whose employees or members is) a Fellow of the Canadian Institute of Actuaries.

Company: shall mean Hudson's Bay Company.

Contribution: shall mean the amount or amounts, net of Refundable Tax, which are from time to time required to be remitted to the Trustee.

Corporate Action: shall mean any conversion privileges, subscription rights, warrants or other rights or options available in connection with any securities of the Trust Fund, including those relating to the reorganization, recapitalization, takeover, consolidation, amalgamation, merger, liquidation, filing for or declaration of bankruptcy, or plans of arrangement, of any corporation, association or other entity.

Depository: shall mean any domestic or foreign depository or clearing or settlement agency or system, including a transnational book-based system, and shall include The Canadian Depository for Securities Limited and The Depository Trust Company.

Direction: shall mean all written directions, notices, requests, instructions and objections given in accordance with Article VI by an authorized signatory so authorized to act on behalf of the Company.

Employment Contract: shall mean any employment contract relating to a Participant.

Insolvent Date: shall mean the date on which the Trustee is provided with evidence satisfactory to it that:

(a) the Company has made a general assignment for the benefit of its creditors under the Bankruptcy and Insolvency Act (Canada) or otherwise been declared or become bankrupt or insolvent;

(b) a court of competent jurisdiction has entered an order, judgment or decree against the Company in respect of any winding-up, declaration of bankruptcy or similar relief under any present or future law relative to bankruptcy, whether or not the Company has acquiesced in the entry of such order; or

(c) any trustee in bankruptcy has been appointed over the Company's assets, or any portion thereof, with or without the consent or acquiescence of the Company.

Investment Manager: shall mean any person or firm appointed by the Company pursuant to subsection 5.2.1 to manage the investment of the whole or any portion of the Trust Fund, who may be, but shall not be limited to one or more employees of the Company, or a subsidiary thereof, who is responsible for directing the Trustee with respect to all investments of that portion of the Trust Fund assigned to that Investment Manager. In the event that an Investment Manager has

	not been appointed to manage the investments of any portion of the Trust Fund, the Company shall be deemed to have assumed the responsibilities of an Investment Manager in respect of such portion of the Trust Fund.
Participant:	shall mean each executive designated by the Company under the Plan and, following each such person's death, each such person's spouse, designated beneficiary or other person eligible for payment from the Plan.
Plan:	shall mean the Hudson's Bay Company Additional Supplementary Executive Retirement Plan for Certain Executives.
Record Keeper	shall mean any external service provider appointed by the Company pursuant to subsection 5.4 to maintain such accounts as may be necessary to record the rights provided under the Plan.
Refundable Tax:	shall have the meaning ascribed thereto in Part XI.3 of the Income Tax Act (Canada).
Standard of Care:	shall have the meaning ascribed thereto in Section 3.2.
Trust Agreement:	shall mean this trust agreement, as (hereby amended and restated and as may be further) amended from time to time.
Trustee:	shall mean the Royal Trust Corporation of Canada or any successor trustee thereto appointed in accordance with this Trust Agreement.
Trust Fund:	shall have the meaning ascribed thereto in Section 2.1.
Voting Materials:	shall mean all proxies, proxy solicitation materials and other communications actually received by the Trustee relating to the securities of the Trust Fund that call for voting.

ARTICLE II
CONTINUANCE AND ACCEPTANCE OF TRUST

2.1 **Establishment of Trust Fund**

All assets paid or delivered or caused to be paid and delivered by the Company from time to time to the Trustee and acceptable to the Trustee, together with any earnings, profits and increments thereon and assets from time to time substituted therefor, net of Refundable Tax exigible, and the right to the Refundable Tax held by the Canada Revenue Agency in respect of each Employment Contract, less all distributions and authorized payments therefrom, shall constitute the Trust Fund established in conjunction with the Plan and shall be held by the Trustee in trust and applied by the Trustee in the manner and for the purposes provided in this Trust Agreement.

Money paid or property distributed by the Trustee in accordance with the provisions of this Trust Agreement shall cease to form part of the Trust Fund upon the Trustee taking such action as is normally required for making payments or delivery of property.

2.2 **Appointment and Acceptance of Trust**

The Company hereby appoints the Trustee as trustee of, and the Trustee hereby accepts, the trust created by this Trust Agreement, and the Trustee agrees to hold, invest and administer the Trust Fund subject to the terms and conditions of this Trust Agreement.

2.3 **Participants**

Subject to applicable laws, the Participants shall not have any claim against the Trustee or bring an action against the Trust Fund or require an accounting of the Trust Fund except by or through the Company. In addition, any claim for or right to any benefit or payment of any amount, including a surplus amount, shall be governed solely by the terms of the Plan.

2.4 **Fiscal Year**

The fiscal year of the Trust Fund shall end on the 31st day of December of each year.

ARTICLE III
CONCERNING THE TRUSTEE

3.1 **Responsibilities of the Trustee**

The Trustee shall:

3.1.1 Receive all Contributions made by the Company under this Trust Agreement;

3.1.2 Hold title to all assets comprising the Trust Fund, for the account of the Trust Fund;

3.1.3 Keep the Trust Fund distinct from its own assets and those of any other person in the accounts and records kept by the Trustee and should the assets of the Trust Fund for any reason become mixed with the assets of the Trustee, the entire resulting mixed fund shall be deemed to be held by the Trustee in trust hereunder to the extent necessary to satisfy the Trust Fund's claim on such mixed fund. The Trustee may, however, through the use of a Depositary or subcustodian, commingle the Trust Fund with assets of other customers of the Trustee (but not with assets held for the Trustee's own account), in which case the Company shall be entitled, in common with those of other customers, to its proportionate share of the assets so held and/or the rights thereto;

3.1.4 From time to time, make all distributions, disbursements and payments (including surplus assets) out of the Trust Fund to such persons (including the Company) on the Direction of the Company and, following an Insolvent Date, on the Direction of the Actuary in accordance with the Actuary's interpretation of the Plan and each Employment Contract. For greater certainty, where, following an Insolvent Date, the Actuary advises that the Trust Fund is not sufficient to fully discharge all benefits and obligations under the Plan and each Employment Contract, the distributions, disbursements and payments out of the Trust Fund to the Participants shall be in reduced amounts as determined by the Actuary;

3.1.5 After all payments required to be made to the Participants, in accordance with the Company's or the Actuary's Direction, have been made or provided for and the Participants shall not be entitled to receive further payments from the Trust Fund, promptly pay, subject to Sections 8.2 and 8.3, the balance of the Trust Fund to the Company or to any person duly authorized to administer the Company's assets following an Insolvent Date;

3.1.6 Notify the Company upon the receipt by it of any assignment or attempted assignment or notice thereof or of any involuntary assignment, seizure, garnishment or any process of law or execution or notice thereof in respect of any benefit payable out of the Trust Fund;

3.1.7 Take all reasonable steps to collect and receive all income, principal, dividends and other payments and distributions when due in respect of any assets of the Trust Fund and promptly credit all such receipts received by it to the Trust Fund;

3.1.8 Act in accordance with the Direction of the Company, the Investment Manager or the Actuary under this Trust Agreement, with respect to the exercise of its powers including, without limitation, the acquisition or disposition of any asset, the exercise of any voting rights, the processing of Corporate Actions, or with respect to any other matter pursuant to this Trust Agreement;

3.1.9 Following an Insolvent Date, liquidate the portfolio and invest the Trust Fund in ninety (90) day Government of Canada Treasury Bills;

3.1.10 Keep accurate and detailed accounts and records of all assets and transactions with respect to the Trust Fund which shall be open to inspection and audit with reasonable notice at all reasonable times by any person duly authorized by the Company;

3.1.11 Provide to the Company or to any other person upon the Company's Direction, within ninety (90) days following the last day of the fiscal year of the Trust Fund, or such other accounting period as may be agreed upon by the Company and the Trustee, or following the resignation or the removal of the Trustee, a statement of account showing all assets, transactions, receipts and disbursements during the accounting period in such form as may, from time to time, be agreed by the Company and the Trustee. Where, however, the Company elects to participate in an investment program provided by the Trustee or any of its affiliates or an insurer, or an external investment broker or manager, the statement of account provided by the Trustee shall not show all assets, transactions, receipts and disbursements during the accounting period which shall, instead, be shown on the statement of account provided to the Company by the provider of the investment program;

3.1.12 Calculate the Refundable Tax of the Trust Fund at the end of each taxation year and remit out of the Trust Fund the amount of tax, if any, payable by it for the year or claim a refund of Refundable Tax owing to the Trust Fund, if applicable, withhold and remit from the Trust Fund all other taxes and assessments required by any

applicable law to be so withheld and remitted and file any required tax returns or other filings;

3.1.13 Forward, or arrange to have forwarded, to the Company, or on Direction of the Company, to the Investment Manager of that portion of the Trust Fund in which the particular security is held, such Voting Materials as are actually received by the Trustee in respect of the securities held in the Trust Fund;

3.1.14 With respect to Corporate Actions, promptly forward to the Company, or on Direction of the Company, to the Investment Manager of that portion of the Trust Fund in which the particular security is held, a summary of information that is actually received by the Trustee from sources believed by the Trustee to be reliable, and request Directions with respect to any such Corporation Action where required. For greater certainty, other than as described in this Trust Agreement, the Trustee shall not be obligated to forward or summarize any other shareholder communications, including shareholder mailings, notices, or reports and the Trustee shall have no responsibility or liability for ensuring the accuracy or adequacy of the summary of information; and

3.1.15 Pay out of the Trust Fund all expenses with respect to the operation and administration of the Trust Fund, including without limitation such compensation, disbursements and expenses as are set out in Section 7.6, unless such compensation, disbursements and expenses are paid directly by the Company as provided in Section 7.6, in which case the Trustee shall reimburse the Company therefore from the Trust Fund on Direction.

3.2 **Standard of Care**

In exercising its powers and performing its duties hereunder, the Trustee shall act honestly and in good faith with the degree of care, skill, prudence and diligence that would be exercised by a professional trustee familiar with the custody and administration of the assets of a retirement compensation agreement plan trust, acting in like capacity under circumstances then prevailing (the "**Standard of Care**"). For greater certainty, any exclusion, or limitation of, or relief or protection from liability, duty or responsibility described elsewhere in the Trust Agreement shall not relieve the Trustee of its responsibilities to adhere to the Standard of Care described herein.

3.3 **Limitation of Liability**

3.3.1 The Trustee shall not be liable for any loss to, or diminution of, the Trust Fund resulting from any act or omission in connection with the affairs of the trust, except to the extent that such loss or diminution is directly caused by the Trustee's breach of the Standard of Care.

3.3.2 The Trustee shall have no duty or responsibility with respect to the administration of the Plan and each Employment Contract, the collection of Contributions, or for the adequacy of the Trust Fund to meet and discharge any payments and liabilities under the Plan.

3.3.3 The Trustee shall not be responsible for any loss to or diminution of the Trust Fund resulting from the acquisition, retention, or sale of any assets of the Trust Fund made in accordance with the Direction of the Company or any Investment Manager.

3.3.4 The Trustee shall not be liable to any person for any action in accordance with the Direction of the Company or Investment Manager or failure to act in the absence of the Direction of the Company or Investment Manager.

3.3.5 Upon the expiration of two hundred and seventy (270) days from the date of mailing of any statements provided under subsection 3.1.11, the Trustee shall be released and discharged from all liability and accountability to anyone with respect to its acts and transactions during the period covered by the statements, except with respect to those identified by the Company prior to that date under subsection 4.1.8 and those which are a breach of the Standard of Care.

3.3.6 Subject to the Standard of Care, the Trustee shall be fully protected in acting in good faith on the opinion or advice of or information obtained from any such counsel, auditors, advisors, agents or other persons in relation to any matter arising in the administration of the Trust Fund.

3.4 **Conflict of Interest**

3.4.1 The Trustee's services to the Company are not exclusive and, subject to the limitations otherwise provided in this Trust Agreement on the power and authorities of the Trustee, the Trustee may for any purpose, and is hereby expressly authorized from time to time in its discretion to, appoint, employ, invest in, contract or deal with any individual, firm, partnership, association, trust or body corporate, including without limitation, itself and any partnership, trust or body corporate with which it may directly or indirectly be affiliated or in which it may be directly or indirectly interested, whether on its own account or for the account of another (in a fiduciary capacity or otherwise), without being liable to account therefor and without being in breach of this Trust Agreement.

3.4.2 Without limiting the generality of the foregoing, the Company hereby authorizes the Trustee to act hereunder notwithstanding that the Trustee or any of its divisions, branches or affiliates may:

(a) have a material interest in the transaction or that circumstances are such that the Trustee may have a potential conflict of duty or interest including the fact that the Trustee or any of its affiliates may:

(i) purchase, hold, sell, invest in or otherwise deal with securities or other property of the same class and nature as may be held in the Trust Fund, whether on its own account or for the account of another (in a fiduciary capacity or otherwise);

(ii) act as a market maker in the securities that form part of the Trust Fund to which Directions relate;

(iii) act as financial advisor to the issuer of such securities;

(iv) provide brokerage services to other clients;

(v) act as agent for more than one (1) client with respect to the same transaction;

(vi) have a material interest in the issue of securities that form part of the Trust Fund;

(vii) use in other capacities, knowledge, procedures, systems, processes or other expertise gained in its capacity as Trustee hereunder, subject to the provisions of Section 9.4 hereof; provided that such use is not detrimental to the best interests of the Trust Fund;

(viii) invest the assets of the Trust Fund in the securities or other assets of any of its affiliates;

(ix) deposit assets of the Trust Fund in a financial institution in which the Trustee or an agent of or advisor to the Trustee has an interest, including for greater certainty Royal Trust Corporation of Canada or its affiliated, subsidiary, holding or related companies and notwithstanding that the Trustee and/or the Trustee's agent or advisor may benefit therefrom, and without the Trustee being required to account for or to give up any such benefit; and

(b) earn profits from any of the activities listed herein;

without being liable to account therefor and without being in breach of this Agreement.

3.5 **Confidential Information.**

3.5.1 The Company and the Trustee will exchange information about their businesses, products and personal and/or financial information of the Participants ("**Confidential Information**"), but only such information as is required in order for the parties to fulfill their duties under this Trust Agreement.

3.5.2 The parties agree to use the Confidential Information solely for performing their duties under this Trust Agreement. The parties will hold the Confidential Information in confidence and will not disclose the Confidential Information to any third party, provided, however, that the parties may disclose any such Confidential Information to their directors, officers, employees, agents, service providers, advisors, internal and external auditors or regulatory authorities as well as those of their affiliates (collectively, "**Representatives**") with a need to know such Confidential Information and who agree to be bound by these confidentiality obligations, or as required or permitted by law.

3.5.3 The parties acknowledge that the Confidential Information may include personal information about identifiable individuals. Both parties agree to act in accordance with the Personal Information Protection and Electronic Documents Act ("**PIPEDA**") and applicable provincial private sector privacy legislation which has by Order been declared as substantially similar to PIPEDA with respect to collection, use, disclosure, retention of and access to personal information.

3.5.4 The Trustee will correct or amend any inaccuracy with any Confidential Information promptly after it is notified of the inaccuracy by the Company. If the Trustee otherwise becomes aware of any inaccuracy with any Confidential Information, the Trustee will promptly advise the Company.

3.6 **Powers of the Trustee**

The Trustee is hereby vested with every power, right and authority necessary or desirable to enable the Trustee to administer the Trust Fund and carry out its responsibilities in accordance with this Trust Agreement. Where required under this Trust Agreement, the powers, rights and authorities shall only be exercised on Direction. Without restricting the generality of the foregoing, the Trustee shall have the full power and authority:

3.6.1 To purchase, or otherwise acquire, any securities, currencies, or other assets and to purchase, hold and retain the same in trust hereunder;

3.6.2 To sell for cash or on credit, or partly for cash and partly on credit, convey, exchange for other securities, currencies or other assets, convert, transfer, or otherwise dispose of any securities, currencies or other assets held by it at any time, by any means considered reasonable by the Trustee, and to receive the consideration and grant discharges therefor;

3.6.3 To exercise any conversion privileges, subscription rights, warrants or other rights or options available in connection with any securities or other assets at any time held by the Trustee, and make any payments incidental thereto; consent to, or otherwise participate in or dissent from, the reorganization, consolidation, amalgamation or merger of any corporation, company or association, or to the sale, mortgage, pledge or lease of the property of any corporation, company or association, any of the securities of which may at any time be held by it, and do any act with reference thereto, including the delegation of discretionary powers, the exercise of options, the making of agreements or subscriptions and the payment of expenses, assessments or subscriptions which it may deem necessary or advisable in connection therewith;

3.6.4 Subject to Direction from the Company or an Investment Manager, to vote personally, or by general or by limited proxy, any securities or other assets which may be held by it at any time, and similarly exercise personally or by general or by limited power of attorney any right appurtenant to any securities or other assets held by it at any time;

3.6.5 To renew or extend or participate in the renewal or extension of any securities or other assets, upon such terms as it may deem advisable, and agree to a reduction in

the rate of interest on any security or other asset or of any guarantee pertaining thereto, in any manner and to any extent that it may deem advisable; waive any default whether in the performance of any covenant or condition of any security or other asset, or in the performance of any guarantee, or enforce rights in respect of any such default in such manner and to such extent as it may deem advisable; exercise and enforce any and all rights of foreclosure, bid on property on sale or foreclosure, take a conveyance in lieu of foreclosure with or without paying a consideration therefor and in connection therewith to release the obligation on the covenant secured by such security and exercise and enforce in any action, suit or proceeding at law or in equity any rights or remedies in respect of any such security or guarantee pertaining thereto;

3.6.6 To make, execute, acknowledge and deliver any and all deeds, leases, mortgages, conveyances, contracts, waivers, releases or other documents of transfer and any and all other instruments in writing that may be necessary or proper for the accomplishment of any of the powers herein granted;

3.6.7 To process Corporate Actions, provided that the Company or the Investment Manager has provided Directions to the Trustee within the time frames specified by the Trustee in its notice relating to Corporate Actions. In the event that Directions have not been provided within such time frames, the Trustee shall use reasonable efforts to process such Corporate Actions but the Trustee shall have no liability for failure to process such Corporate Actions or for processing such Corporate Actions in the absence of Directions, where necessary;

3.6.8 To clearly record all assets of the Trust Fund in the books and records of the Trustee so as to show that the beneficial ownership of such assets is vested in the Trust Fund; and

3.6.9 In the event there is at any time insufficient assets in the Trust Fund (excluding the right to the Refundable Tax) to effect any distribution, disbursement or payment in accordance with subsection 3.1.4 pending receipt from the Canada Revenue Agency of Refundable Tax, borrow (including the right to borrow from an affiliate) money against the assets of the Trust Fund up to an amount of such Refundable Tax and on such other terms and conditions as the Trustee may determine. For greater certainty, on Direction of the Company, the Trustee shall be required to so borrow. The Company shall bear the cost of such borrowing and the Company shall, if requested, reasonably co-operate with the Trustee to the extent required to effect any such borrowing and ensure the co-operation of its own bank. Following an Insolvent Date, no further borrowing shall occur.

3.6.10 In consultation with the Company, to commence, defend, adjust or settle suits, and administrative or legal proceedings in connection with the Trust Fund and represent the Trust Fund in any such suits and administrative or legal proceedings and keep the Company informed; provided, however, that the Trustee shall not be obliged or required to do so unless it has been indemnified to its satisfaction against all expenses and liabilities sustained or anticipated by the Trustee by reason thereof,

except where such suits, administrative or legal proceedings directly result from a breach by the Trustee of the Standard of Care;

3.6.11 To hold in trust any securities, currencies or other assets which it may acquire hereunder and generally exercise any of the powers of an owner with respect to securities or other assets held in the Trust Fund;

3.6.12 To register the securities or other assets of the Trust Fund in its own name or in the names of its nominees or the nominees of any subcustodian or of any Depository, or in bearer form if the investment is not registrable or it would not be in the best interest of the Trust Fund to do otherwise;

3.6.13 To keep the assets of the Trust Fund wholly or partly, in its principal office or in any one or more of its branches in any Province of Canada or at the office of any financial institution that is authorized to act as a custodian of securities by the laws of any country, province, state or any other political subdivision of any country in which such financial institution is located;

3.6.14 To hold securities through the facilities of a domestic or foreign Depository or clearing agency which is duly authorized to operate a book-based system (including a transnational book-based system) in the country, province, state or other political subdivision of any country in which such Depository or clearing agency is located;

3.6.15 To deposit any assets forming part of the Trust Fund, including securities and documents of title held by it hereunder, with any bank or other Depository;

3.6.16 To retain uninvested cash balances from time to time on hand in the Trust Fund as may be deemed to be in the best interests of the Trust Fund and in its sole discretion hold such cash balances on deposit with a bank or such other deposit taking institution, including the Trustee or any of its affiliates, in any jurisdiction in such interest bearing account as the Trustee in its discretion may determine;

3.6.17 In consultation with the Company, to employ such counsel, auditors, actuaries, advisors, agents or other persons (who may be employed by the Company) as the Trustee may deem necessary from time to time for the purpose of discharging its duties hereunder and pay out of the Trust Fund their reasonable expenses and compensation;

3.6.18 To make payments to the legal representative of any person who is legally incompetent to receive them. The receipt by such person's legal representative shall be a complete release and discharge to the Trustee;

3.6.19 To enter into and settle foreign exchange transactions for the purpose of facilitating the transactions of the Trust Fund with such counterparties as the Trustee may determine, including its affiliates;

3.6.20 To appoint subcustodians on such terms as the Trustee may in its sole discretion determine;

3.6.21 To appoint nominees;

3.6.22 To advance monies by overdraft to the Trust Fund, on such terms and conditions as the Trustee may determine. In order to secure the obligations of the Trust Fund to repay such borrowings, the principal and interest charged on such borrowing shall be paid out of the Trust Fund and shall constitute a charge against the Trust Fund until paid;

3.6.23 To dispose of any assets of the Trust Fund on such terms as the Trustee may determine, in order to pay any outstanding obligations imposed on the Trust Fund or repay any outstanding loan contemplated by this Agreement; and

3.6.24 To do all such acts, take all such proceedings and exercise all such rights and privileges, although not specifically mentioned herein, as the Trustee, may deem necessary to administer the Trust Fund, and to carry out the purposes of this trust.

3.7 **Power Inexhaustible**

The exercise of any one or more of the powers provided in Section 3.6 or any combination thereof from time to time shall not be deemed to exhaust the rights of the Trustee to exercise such power or powers or combination of them thereafter from time to time.

ARTICLE IV
CONCERNING THE COMPANY

4.1 **Responsibilities of the Company**

The Company hereby represents and warrants that it has full power and authority to enter into this Trust Agreement, and to perform all of its obligations hereunder, and more specifically and without limitation, the Company:

4.1.1 Shall have full responsibility for the administration of the Plan and each Employment Contract;

4.1.2 Shall from time to time make Contributions in such amounts and in such frequency as the Company shall determine in its sole discretion as being required to be made in accordance with the terms of the Plan and each Employment Contract;

4.1.3 Shall, within the prescribed time, withhold the Refundable Tax exigible from a Contribution and remit such amount to the Receiver General, and shall inform the Trustee in writing of such remittance;

4.1.4 Shall file, or cause to be filed, any and all returns and forms required to be filed by it with respect to the Plan and each Employment Contract by applicable law and maintain its own remittance account with the Canada Revenue Agency;

4.1.5 Shall ensure that any Direction of the Company is in accordance with the provisions of the Plan, each Employment Contract and all amendments thereto from time to time;

4.1.6 Shall manage the investment of the assets of the Trust Fund in accordance with this Trust Agreement and applicable legislation, including the appointment under Article V and supervision of one or more Investment Managers for all or any portion of the assets of the Plan;

4.1.7 Shall immediately notify the Trustee of the appointment and termination of any Record Keeper, or of any Investment Manager and the allocation or re-allocation of the assets resulting therefrom;

4.1.8 Shall maintain or cause the Record Keeper to maintain individual Participant accounts and records, shall reconcile or cause the Record Keeper to reconcile such account balances on an annual or other periodic basis as it may determine, and shall deliver or cause the Record Keeper to deliver such records and reconciliations to the Trustee on an annual or other periodic basis as it may determine or as the Trustee may request;

4.1.9 Shall review any statement provided by the Trustee in accordance with subsection 3.1.11 and notify the Trustee of any errors, omissions or discrepancies contained in such statement;

4.1.10 Shall provide the Trustee with such Directions, certificates or other documentation or information as may be required by the Trustee to fulfil its obligations under this Trust Agreement, including copies of information returns filed by the Company with the Canada Revenue Agency with respect to the Trust Fund, or as the Trustee may reasonably request;

4.1.11 Shall provide the Trustee with a certificate substantially in the form of Schedule A attached hereto, and certified by the secretary of the Company to be true and correct, stating the name and title of the person or persons authorized to act on behalf of the Company, together with specimen signatures of all such authorized signatories. In the event that in any calendar year no updated Schedule A has been delivered to the Trustee because no authorized signatory has been added or deleted in that year, on or before March 1 of the following calendar year the Company shall either

(a) deliver a new Schedule A updated to reflect current information or

(b) provide written notice to the Trustee confirming that the information on the most recently updated Schedule A is unchanged;

4.1.12 Acknowledges that the Trustee is and in the future may be subject to legislation, including but not limited to anti-money laundering legislation and privacy legislation, that requires that the Trustee collect information or obtain undertakings, agreements, documents or the like from the Company or its directors, officers and employees, and shall cooperate with the Trustee including delivery of information, agreements or documents or providing signatures or executing documents and to take all reasonable steps to cause its directors, officers and employees to do same, all to the maximum extent required to ensure that the Trustee satisfies applicable legislative requirements;

4.1.13 Shall, with the Trustee, amend this Trust Agreement as then required by the Trustee, forthwith after notifying the Trustee that it wishes the Trust Fund to include a letter of credit;

4.1.14 Shall have full responsibility for compliance with unclaimed property legislation, as applicable, and shall direct the Trustee to provide information or remit unclaimed property as the case may be to the appropriate regulatory authority where required;

4.1.15 Shall cause to be delivered to the Trustee an updated Schedule B identifying each Participant (and setting out the current address of each Participant, his or her social insurance number, and the name of his or her spouse and/or designated beneficiary) as Participants are added or deleted. In the event that in any calendar year no updated Schedule B has been delivered to the Trustee because no Participants have been added or deleted in that year, on or before March 1 of the following calendar year the Company shall either:

(a) deliver or cause to be delivered to the Trustee a new Schedule B updated to reflect current information, or

(b) provide written notice to the Trustee confirming that the information on the most recently updated Schedule B is unchanged.

4.2 Indemnity

4.2.1 The Company shall indemnify and save harmless the Trustee on its own behalf and in trust for the Trust Fund and the officers, directors, employees, successors and assigns of the Trustee against any costs, expenses (including reasonable costs of litigation and reasonable legal fees and expenses), damages, claims, actions, demands and liabilities to which any of them may be subject, as a result of any act or omission in connection with this Trust Agreement, except to the extent such costs, expenses, losses, damages, claims, actions, demands or liabilities are incurred as a result of the Trustee having breached the Standard of Care. This provision shall survive the termination of this Trust Agreement.

4.2.2 For greater certainty, the commencement of formal legal proceedings shall not be a precondition for indemnification hereunder. Further, none of the provisions of this Trust Agreement shall require the Trustee to expend or risk its own funds, appear in, prosecute or defend proceedings, or otherwise incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers hereunder, unless the Trustee is first indemnified to its satisfaction.

ARTICLE V
INVESTMENT AND RECORD KEEPING

5.1 Investment of Trust Fund

Subject to subsection 3.1.9, the Trustee shall hold, invest and reinvest the Trust Fund strictly in accordance with Directions of the Company or any Investment Manager

appointed by the Company hereunder with respect to such portion of the Trust Fund under the Company's or such Investment Manager's management. The investment of the assets of the Plan shall not be limited in any way to investments authorized for trustees under, or to the criteria in planning or the requirements for diversifying the investment of the assets of the Plan as may be prescribed for trustees by, any applicable federal, provincial or territorial legislation. For greater certainty, it is hereby confirmed that the Trustee shall have no responsibility for the investment management of the Trust Fund nor for any investment decisions except for carrying out Directions.

5.2 **Appointment of Investment Manager**

5.2.1 The Company shall have sole responsibility for the investment management of the Trust Fund but may appoint from time to time one or more Investment Managers to manage the investment of the whole or any portion or portions of the Trust Fund. The appointment of any such Investment Manager shall be deemed to be effective upon the later of the date of receipt by the Trustee of a Direction notifying the Trustee of such appointment or the effective date specified therein and such appointment shall continue in force until the earlier of the receipt by the Trustee of a Direction containing notice to the contrary or an Insolvent Date. The Trustee shall also be entitled to rely conclusively on and shall be fully protected in acting in accordance with the Directions of the Investment Manager in the exercise of powers conferred by this Trust Agreement. Notwithstanding any investment authority given to an Investment Manager, the Trustee may dispose of any assets of the Trust Fund on such terms as the Trustee may determine, upon notification of the Company, in order to pay any obligations imposed on the Trust Fund or to repay any loan authorized by this Trust Agreement.

5.2.2 Unless the Company instructs the Trustee otherwise, any such Investment Manager shall, with respect to such whole or any portion or portions of the Trust Fund, direct the Trustee in the exercise of the powers enumerated in subsections 1, 2, 3, 4, 5, and 6 of Section 3.6 otherwise conferred by this Trust Agreement, or as the Company by Direction may specify that the Investment Manager may direct.

5.3 **Termination of Investment Manager**

The Company may at any time terminate the appointment of any Investment Manager, in which event the Trust Fund, or the portion thereof managed by such Investment Manager, shall be invested and reinvested by the Trustee as directed by the Company in accordance with Section 5.1 hereof, until a successor Investment Manager is appointed by the Company with respect to all or any such portion of the Trust Fund. In addition, following an Insolvent Date the appointment of any Investment Manager shall terminate for the purposes of this Trust Agreement.

5.4 **Appointment of Record Keeper**

The Company shall have sole responsibility for the maintenance of individual Participant accounts and records, the reconciliation of such account balances, and all other such record keeping functions, but may appoint from time to time a Record Keeper to perform such

functions. The appointment of a Record Keeper shall be deemed to be effective upon the later of the date of receipt by the Trustee of a Direction notifying the Trustee of such appointment or the effective date specified therein and such appointment shall continue in force until the earlier of the receipt by the Trustee of a Direction containing notice to the contrary or an Insolvent Date. The Trustee shall also be entitled to rely conclusively on and shall be fully protected in acting in accordance with the Directions of the Record Keeper in the exercise of powers conferred by this Trust Agreement.

5.5 **Termination of Record Keeper**

The Company may at any time terminate the appointment of any Record Keeper, in which event the record keeping functions previously performed by the Record Keeper shall be performed by the Company until a successor Record Keeper is appointed by the Company.

ARTICLE VI
COMMUNICATIONS

6.1 **Directions and Authorized Signatories**

6.1.1 All Directions given to the Trustee pursuant to any of the provisions of this Trust Agreement shall be in writing and given by an authorized signatory, and the Trustee shall be fully protected in acting in accordance with such Direction. The Company agrees that the Trustee shall be entitled to rely conclusively on the identification of the authorized signatories set out in Schedule A as the persons entitled to act on behalf of the Company for the purposes of this Trust Agreement until a later certificate respecting the same is delivered to the Trustee.

6.1.2 Notwithstanding subsection 6.1.1, the Trustee is authorized to act on telephone instructions. Written Directions shall be provided to the Trustee confirming telephone instructions on the same day that such telephone instructions are given to the Trustee. The fact that such confirming Directions are not received or that contrary Directions are later received by the Trustee shall in no way affect the validity of transactions effected by the Trustee on the basis of such telephone instructions. The Trustee shall be protected in relying on such telephone instructions as if they were Directions, and when so given shall be deemed to have been effectively and sufficiently given for all purposes of this Trust Agreement.

The Company agrees that some or all telephone conversations between the parties may be recorded by the Trustee and that, in the event of any disagreement as to the content of any instructions given by telephone, such recording will be conclusive and determinative of the content of the instructions.

6.1.3 Without limiting the foregoing, in the case of Directions sent through the internet, the parties acknowledge that it may not be possible for such Directions to be executed, however the Trustee shall nevertheless be protected in relying on such Directions as if they were written Directions executed by an authorized signatory. The Trustee shall be entitled, without further inquiry or investigation, to assume that such Directions have been duly and properly issued, and that the sender(s) is/are duly authorized to act, and to provide Directions.

6.2 **Directions from Investment Manager or Actuary**

Any Direction, including Direction from an Investment Manager or the Actuary, is deemed to be a Direction to the Trustee from the Company given in accordance with this Article VI.

6.3 **Addresses for Directions**

All Directions and notices required or permitted hereunder shall be given personally, or if sent by pre-paid ordinary mail or if transmitted by facsimile as follows, or at such other address and number as the party to whom such communication is to be given shall have last notified to the party giving the same in the manner provided in this Section:

6.3.1 in the case of the Trustee:

Royal Trust Corporation of Canada
155 Wellington Street West, 20th Floor
Toronto, Ontario M5V 3K7

Attention: Specialized Estate and Trust Services

Telephone: (416) 955-8737
Telefax: (416) 955-3268

6.3.2 in the case of the Company:

Hudson's Bay Company
176 Yonge Street, 6th Floor
Toronto ON M5C 2L7

Attention: Marc Poupart, General Manager, Pension & Retirement Programs

Telephone: (416) 861-6004
Telefax: (416) 861-6813

6.3.3 in the case of a Participant, to the address provided in Schedule B.

6.3.4 in the case of the Record Keeper:

Hudson's Bay Company
c/o Marc Poupart
176 Yonge Street, 6th Floor
Toronto ON M5C 2L7

Attention: Marc Poupart, General Manager, Pension & Retirement Programs

Telephone: (416) 861-6004
Telefax: (416) 861-6813

6.4 **Deemed Delivery**

Any Direction or notice delivered personally shall be deemed to have been given on the day it is so given. Subject to disruptions in the postal service, any Direction or notice mailed shall be deemed to have been given and received on the fifth (5) business date following the date of mailing. Any Direction or notice given by facsimile shall be deemed to have been given and received on the day it is brought to the attention of the Trustee's employee to whom it is addressed without thereby creating an obligation for the Trustee to constantly monitor its communication equipment provided however that a reasonable surveillance is performed within the normal business hours of the Trustee where such Direction is sent. The sender of a Direction shall have the obligation of ensuring that the Direction sent by him has been received by the Trustee and the Trustee shall not be held liable for an omission to act resulting from not receiving a Direction.

6.5 **Proof of Content**

The Trustee shall be entirely protected when relying on a Direction received pursuant to this Article VI and in case of discrepancies between the copy or material representation of a Direction held or produced by the Trustee and such copy or representation held or produced by any person, the copy or material representation held or produced by the Trustee shall be deemed to constitute conclusive evidence of the content of such Direction

6.6 **Limitation in Respect of Directions**

The Trustee shall act in accordance with Directions, and shall be fully protected and absolved from any liability arising therefore. Notwithstanding anything else in this Trust Agreement, the Trustee shall not be required to comply with Directions to settle the purchase of any securities on behalf of the Trust Fund unless there is sufficient cash in the Trust Fund at the time, nor shall the Trustee be required to comply with Directions to settle the purchase of any securities on behalf of the Trust Fund unless such securities are in deliverable form. If the Trustee is not provided with Directions when required hereunder, then the Trustee shall be fully protected and absolved from any liability arising from the failure to act in the absence of Directions.

6.7 **Internet**

The Company agrees that Directions and notices given through the internet or any other electronic means of communication which is not secure may only be validly given hereunder if the Company has first entered into an agreement with the Trustee that is satisfactory to the Trustee.

ARTICLE VII
RESIGNATION, REMOVAL, APPOINTMENT AND REMUNERATION OF TRUSTEE

7.1 **Resignation**

The Trustee may resign at any time after giving ninety (90) days' notice in writing to the Company.

7.2 **Removal**

The Company shall have power to remove the Trustee exercisable in writing without notice, at any time that:

7.2.1 the Trustee shall be declared bankrupt or shall be insolvent;

7.2.2 the assets or the business of the Trustee shall become liable to seizure or confiscation by any public or governmental authority; or

7.2.3 the Trustee shall cease to have the qualifications set out in Section 7.5.

The Company may remove the Trustee for any reason at any time upon ninety (90) days' notice in writing or upon such shorter notice as may be mutually agreed by the Trustee and the Company.

7.3 **Appointment of Successor**

In the event of resignation or removal of the Trustee under this Trust Agreement or in the case a vacancy shall arise in trusteeship of the Trust Fund, the Company shall appoint a trustee as successor to the Trustee and shall ensure that such successor has the qualifications set out in Section 7.5.

Notwithstanding the foregoing, any trust company resulting from the merger or amalgamation of the Trustee with one or more trust companies and any trust company which succeeds to substantially all of the trust business of the Trustee shall thereupon become the successor trustee hereunder without further act or formality.

In the event the Company fails to appoint a successor Trustee within sixty (60) days of the resignation or removal, the Trustee, at the expense of the Trust Fund, shall have the right to seek appointment of a successor Trustee from a court of competent jurisdiction.

7.4 **Obligations Upon Resignation or Removal**

In the event of the resignation or removal of the Trustee, the Trustee shall, upon Direction of the Company, transfer title to all assets comprising the Trust Fund and all books and records (which shall not, for greater certainty, include correspondence with the Company or other persons except the Canada Revenue Agency) maintained by the Trustee for the purpose of its responsibilities under this Trust Agreement to the successor appointed under

Section 7.3. Subject to subsection 3.3.5, upon such transfer the Trustee shall be relieved of all responsibilities under this Trust Agreement. The Trustee is authorized to reserve such fees and expenses reasonably incurred to the date of the resignation or removal of the Trustee and any balance of such reserve remaining after the payment of such fees and expenses shall be paid over to the successor Trustee.

7.5 **Qualifications of Trustee**

The successor Trustee shall be a duly licensed and qualified trust company to carry on trust activities in Canada and in any province thereof, or one or more individuals other than a Participant.

7.6 **Fees and Expenses of the Trustee**

Prior to an Insolvent Date, the Trustee shall be entitled to such compensation as may from time to time be mutually agreed upon in writing by the Trustee and the Company. Following an Insolvent Date, the Trustee shall be entitled to such compensation as was mutually agreed upon in writing by the Trustee and the Company prior to the Insolvent Date. Such compensation and all other disbursements made and expenses incurred in the creation of the Trust Fund and performance of the duties of the Trustee hereunder or arising out of this trust shall constitute a charge upon the Trust Fund and shall be paid out of the Trust Fund unless such compensation, disbursements and expenses shall be paid by the Company within thirty (30) days of the date the Trustee sends an invoice or account for same by any means described in Section 6.3 for the giving of notice. The Trustee is authorized to pay out of the Trust Fund the compensation, disbursements and expenses (including any applicable value added tax payable) of persons employed by it pursuant to subsection 3.6.17 and the compensation, disbursements and expenses of the Actuary and the Investment Manager on Direction of the Company.

ARTICLE VIII
AMENDMENT AND TERMINATION OF TRUST AGREEMENT

8.1 **Amendment of Trust Agreement**

The Company and the Trustee reserve the right at any time and from time to time to amend, in whole or in part, any or all of the provisions of this Trust Agreement by notice thereof in writing delivered to the other party, provided that no such amendment which affects the rights, duties or responsibilities of the other party may be made without its consent and that no such amendment shall authorize or permit any part of the Trust Fund to be used for or diverted to purposes other than those provided for under the terms of the Plan and each Employment Contract.

8.2 **Termination of Trust Agreement**

This Agreement may be terminated at any time by an instrument in writing executed by the Company, provided that the Trust Fund following such termination may not be used for or diverted to purposes other than those provided for under the terms of the Plan and each Employment Contract and for the payment of taxes and other assessments pursuant to subsection 3.1.12. Such termination shall not take effect until sixty (60) days after the

receipt of such instrument by the Trustee, or such shorter period of time as may be mutually agreed upon.

Upon such termination, the Trust Fund shall be paid out by the Trustee, prior to an Insolvent Date, on Direction of the Company subject to subsection 4.1.10 and, following an Insolvent Date, as directed by the Actuary provided:

8.2.1 any fees and expenses payable under this Trust Agreement from the Trust Fund, shall first be deducted and paid; and

8.2.2 subject to subsection 4.2.1, the provisions of this Trust Agreement shall survive any termination until all assets comprising the Trust Fund have been paid out or distributed.

8.3 **Automatic Termination**

On an Insolvent Date, the Plan shall be deemed fully terminated and within sixty (60) days following such Insolvent Date the Trustee shall pay to each Participant, on Direction of the Actuary, the value of all benefits both (i) accrued to each Participant under the Plan and (ii) secured under the relevant Employment Contract, as determined by the Actuary, to the extent of the assets of the Trust Fund, including Refundable Tax, less expenses of the Trust Fund as estimated by the Trustee to complete the distribution of the Trust Fund. Such value shall be paid in two instalments, the first from the funds in the Trust Fund and the second from the funds refunded to the Trustee by the Canada Revenue Agency pursuant to paragraph 207.7(2)(b) of the Income Tax Act (Canada). In the event that there remain assets in the Trust Fund, including Refundable Tax, following the payment of all benefits pursuant to this Section 8.3, such surplus assets shall be paid to the Company or any person authorized to administer the Company's assets following such Insolvent Date.

ARTICLE IX
MISCELLANEOUS

9.1 **Representations and Warranties**

The Company confirms that the recitals to this Trust Agreement are true and correct and acknowledges that

9.1.1 where the terms of this Trust Agreement, the Plan and an Employment Contract are inconsistent in whole or in part, the terms of this Trust Agreement shall prevail over the terms of the Plan and the Employment Contract,

9.1.2 the Trustee shall not be obligated to review the terms of the Plan and any of the Employment Contracts, and

9.1.3 the Trustee's acceptance of the trust pursuant to Section 2.2 shall not be taken as an expression by the Trustee as to the suitability of this Trust Agreement in respect of the Plan and the Employment Contracts.

9.2 **Severance of Illegal or Invalid Provision**

If any provision of this Trust Agreement shall be held illegal or invalid for any reason by a Court of competent jurisdiction, such illegality or invalidity shall not affect the remaining provisions of this Trust Agreement but this Trust Agreement shall be construed and enforced as if such illegal or invalid provision had never been inserted herein.

9.3 **Assignment**

This Trust Agreement may not be assigned by the Trustee without the consent in writing of the Company but may be assigned by the Company to a successor in the business of the Company or to a corporation with which the Company may amalgamate or merge or a corporation resulting from any reconstruction or reorganization of the Company.

9.4 **Confidentiality**

Subject to subsection 3.4.2(a)(vii) hereof, the Trustee shall hold in confidence all information relating to the Trust Fund and may only release such information to others where required by applicable law or pursuant to a Direction of the Company.

9.5 **Interpretation**

Unless the context requires otherwise, any terms or provisions importing the plural shall include the singular and vice versa and any terms or provisions importing the masculine gender shall include the feminine gender.

9.6 **Governing Law**

This Trust Agreement shall be construed, administered and enforced according to the laws of the Province of Ontario and the laws of Canada applicable therein and the Trustee shall be liable to account only in the courts of that Province.

9.7 **Force Majeure**

The Trustee shall not be liable or responsible for any loss or damages, whatsoever, resulting from official action (including nationalisation and expropriation), currency restrictions or devaluations, acts or threat of war or terrorism, insurrection, revolution or civil disturbance, acts of God, strikes or work stoppages, inability of any settlement system to settle transactions, interruptions in postal, telephone, telex and/or other communication systems or in power supply, or any other event or factor beyond the reasonable control of the Trustee.

9.8 **Entire Agreement**

This Trust Agreement and any schedules or exhibits hereto constitute the whole and entire agreement between the parties in respect of the subject matter hereof and cancel and supersede any prior written or verbal agreements including undertakings, declarations or representations made with respect thereto.

9.9 **Execution in Counterpart**

This Trust Agreement may be executed in counterparts each of which when so executed shall be deemed to be an original and all counterparts together shall constitute one agreement.

9.10 **Binding Effect**

This Trust Agreement shall enure to the benefit of and be binding upon the Company, the Trustee and their respective successors and assigns.

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

HUDSON'S BAY COMPANY

Michael Culhane, Vice-President & CFO

Michael McCorkle, Vice-President & Treasurer

We have authority to bind the Company.

ROYAL TRUST CORPORATION OF CANADA

SCHEDULE A TO THE TRUST AGREEMENT

DATED AS THE 1st DAY OF JUNE, 2011

CERTIFICATE OF AUTHORIZED SIGNATORIES

See Attached

CERTIFICATE OF AUTHORIZED SIGNATORIES

PLAN SPONSOR:	HUDSON'S BAY COMPANY / ZELLERS INC.
PLAN NAMES:	1. ZELLERS INC. RETIRING ALLOWANCE ARRANGEMENT RCA TRUST FOR FORMER EXECUTIVES OF WOODWARDS LIMITED 2. HUDSON'S BAY COMPANY RETIRING ALLOWANCE ARRANGEMENT RCA TRUST 3. HUDSON'S BAY COMPANY SERP RCA 4. HUDSON'S BAY COMPANY ADDITIONAL SERP RCA FOR CERTAIN EXECUTIVES

The Undersigned pursuant to the trust/custodian agreement for the trust fund (the "Fund") hereby authorizes the following person(s) (herein called **"Authorized Person(s)"**) to direct Royal Trust Corporation of Canada and/or The Royal Trust Company ("Royal Trust") with respect to certain categories (Column E) of activities requiring authorization for said Account (see Category Guide on page 2 for list of categories of activities requiring authorization or Direction).

A. NAME	B. TITLE	C. SPECIMEN SIGNATURE	D. IS PERSON IN (A) AN EMPLOYEE OF UNDERSIGNED? YES	D. NO	IF "NO", NAME OF COMPANY ORGANIZATION	E. CATEGORY *(SEE GUIDE ON PG 2)*
Michael Culhane	**Senior Vice-President & CFO**		XX			8
Michael McCorkle	**Vice-President & Treasurer**		XX			8
Marc Poupart	**General Manager, Pension & Retirement Programs**		XX			2,3,4, 5,6,7
Joyce Omboni	**Senior Manager, Pension & Retirement Programs**		XX			2,3,4, 5,6,7
Michelle Chusan	**Manager, Retirement Programs & Communicatio**		XX			2,3,4, 5,6,7

All authorizations and Directions provided to Royal Trust must be signed by the appropriate number of Authorized Persons indicated in the Category Guide. The Undersigned hereby confirms that Royal Trust is fully protected in acting upon any instrument, certificate, direction or other writing (whether in written form or given by electronic transmission) presented to it and signed by the appropriate number of Authorized Persons (whether or not such Authorized Person is an employee of the Undersigned). The Undersigned also hereby assumes responsibility to amend this Certificate from time to time as required and to provide Royal Trust with a copy of the amended Certificate. Unless Royal Trust has received an amended Certificate, the Undersigned acknowledges and agrees that Royal Trust may rely conclusively on the last Certificate filed with them.

This Certificate replaces and supersedes any previously filed Certificate and becomes effective on the date Royal Trust receives it. This Certificate shall remain in full force and effect until the Undersigned provides Royal Trust with a Certificate to amend and replace it.

Signed in the City of TORONTO on this 1st day of June, 2011

CERTIFIED ON BEHALF OF **Hudson's Bay Company / Zellers Inc.**

Name of Plan Sponsor (the "Undersigned")

RECEIVED JUN 0 1 2011

Date Received by Royal Trust

I hereby declare that I am duly authorized to provide this Certificate on behalf of the Undersigned.

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AUTHORIZED SIGNATORY	Michael McCorkle	Vice-President & Treasurer
	PRINT NAME	TITLE

CATEGORY GUIDE

In Column E of the Certificate, enter the Category(ies) in which each Authorized Person is entitled to sign.

CATEGORY GUIDE	CATEGORY FUNCTION	NO. OF REQUIRED SIGNATORIES
1	To sign legal documentation to bind the Company/Organization/Plan Sponsor (Note: Category "1" designation may be given **ONLY** to direct employees of the Company/Organization/Plan Sponsor)	2
2	To direct Royal Trust to make payment of benefits out of the Fund	1
3	To direct Royal Trust to settle security transactions and make disposition of Fund assets for settlement purposes and to advise Royal Trust of corporate action decisions relating to investments	1
4	To direct Royal Trust to pay fees, charges and expenses from the Fund (including, but not limited to, out-of-pocket expenses, payments to consultants, lawyers, investment managers, Royal Trust as trustee, Royal Trust as custodian, Royal Trust in any other capacity acting for the Fund, to any other custodian)	1
5	To provide such information with respect to contributions to be remitted to the Fund including information as to timing and amount of such contributions as the Company may be required by applicable legislation to provide to Royal Trust	1
6	To provide notification to Royal Trust of the appointment of Investment Managers and other agents; to provide notification of the termination of an Investment Manager and direction as to any changes in the management of Fund assets	1
7	To direct Royal Trust in respect of any other activity or matter (not specifically stated in 1-6 above). Please specify:	1
8	All of the above (1-7) inclusive	1

SCHEDULE B TO THE TRUST AGREEMENT

DATED AS OF THE 1st DAY OF JUNE, 2011

PARTICIPANT INFORMATION

Name of Participant	Address of Participant	Participant's Social Insurance Number	Name of Spouse and/or Beneficiary
[redacted]			

AMENDING AGREEMENT

AMENDING AGREEMENT made as of the 18 day of June, 2019

BETWEEN:

HUDSON'S BAY COMPANY, a company incorporated under the laws of Canada (the "**Company**"),

OF THE FIRST PART,

- and –

ROYAL TRUST CORPORATION OF CANADA, a trust company duly incorporated under the laws of Canada (the "**Trustee**")

OF THE SECOND PART.

WHEREAS the Company and the Trustee entered into a trust agreement (the "**Trust Agreement**") made as of June 1, 2011 in respect of the Hudson's Bay Company Additional Supplementary Executive Retirement Plan for Certain Executives (the "**Plan**");

AND WHEREAS the Trust Agreement provides that the Company was to have record keeping responsibilities for the Plan participants and was to cause to be delivered account balances on a periodic basis to the Trustee;

AND WHEREAS the Company did not so deliver account balances and has confirmed to the Trustee that record keeping is and was not required under the Plan or any employment or other contract relating to any of the Participants, as that term is defined in the Trust Agreement;

AND WHEREAS the parties now wishes to amend the Trust Agreement to delete references to recordkeeping, and the Trust Agreement may be so amended pursuant to section 8.1;

NOW THEREFORE IN CONSIDERATION of the premises and mutual covenants herein contained:

1. The definition of "Record Keeper" in Article 1 is deleted;

2. Subsections 4.1.7 and 4.1.8 are deleted, and the remaining provisions of section 4.1 renumbered;

3. Title of Article V is deleted and replaced with "Investment";

4. Sections 5.4 and 5.5 and subsection 6.3.4 are deleted; and

5. Subsections 6.3.1 and 6.3.2 are deleted and replaced with the following:

   6.3.1 in the case of the Trustee:

Royal Trust Corporation of Canada
RBC Centre
155 Wellington Street West, 20th Floor Toronto,
ON M5V 3K7

Attention: Institutional Trust Services

Facsimile: (416) 955-3268

6.3.2 in the case of the Company:

Hudson's Bay Company
698 Lawrence Avenue West, 2nd Floor
Toronto, ON M6A 3A5

Attention: Michelle Chusan, DVP, Pension & Benefits

Facsimile: (416) 256-6650

This Amending Agreement shall enure to the benefit of and be binding upon the Company, the Trustee and their respective successors and assigns.

IN WITNESS WHEREOF the parties have hereto executed this Amending Agreement with effect as of the date first written above.

HUDSON'S BAY COMPANY

We have authority to bind the Company

ROYAL TRUST CORPORATION OF CANADA

James C.B. O'Reilly
Senior Trust Officer

Sharon S. H. Young
Associate Director,
Institutional Trust Services

TAB 7

PRIVATE AND CONFIDENTIAL

EMPLOYMENT CONTRACT

between

The Governor and Company of Adventurers of England
Trading into Hudson's Bay
also known as Hudson's Bay Company
(the "Company" or "HBC")

and

[redacted]

This employment contract (this "Agreement") sets out the terms and conditions upon which HBC wishes to continue to employ [redacted] and [redacted] wishes to continue his employment with HBC. All amounts referred to in this contract are in Canadian dollars unless otherwise specified.

Term:

This Agreement is effective on March 1, 2007, and continues indefinitely, subject to annual performance reviews and other normal review processes, except in the event of termination of employment pursuant to any of the Termination Provisions below. All compensation and other benefits will be effective on March 1, 2007.

[redacted] agrees that this Agreement represents the full and complete terms of the employment agreement with the Company and replaces any and all previous contracts, letters or agreements between [redacted] and the Company with respect to employment with the Company, which commenced on August 1, 1999, including, without limitation, the agreement signed by [redacted] on July 20, 2006, and that no claim of any kind shall be made against the Company or its employees, directors or owners, arising out of or based upon any previous contracts, letters or agreements or any events or work performed by [redacted] prior to the date of this Agreement.

Title/Position: [redacted]

Employment:

a) [redacted] agrees to perform his duties and responsibilities faithfully and in a good and reasonable manner and to devote substantially his full time and attention to the business of HBC. [redacted] further agrees to sign annually and be bound and abide by HBC's Code of Business Conduct and confidentiality requirements, each as may be amended from time to time.

b) [redacted] agrees that the Company has the right from time to time to set or alter the duties of the job or to transfer or reassign [redacted] in its sole discretion, without notice or compensation in lieu of notice so long as the new assignment does not result in materially poorer conditions or remuneration overall.

Compensation Provisions

Base Salary:

$[redacted] per annum initially. Thereafter, Base Salary will be reviewed annually and approved by the Governor based on performance, market conditions, and other relevant factors. This salary is inclusive of overtime, holiday and vacation pay, is payable monthly in arrears, subject to all deductions required by law.

	annual membership dues not to exceed $[redacted] per annum.
Vacation:	[redacted] is entitled to [redacted] weeks vacation per annum, increasing to [redacted] weeks vacation per annum after 10 years of service and [redacted] weeks vacation per annum after 15 years of service. Vacation is to be taken in the year of entitlement or it is foregone.
Benefits:	[redacted] is entitled to participate in HBC's insurance plan(s), extended health care plan, dental plan, short term approved absence plan, and long term disability plan in accordance with the plan terms and policies, as amended from time to time by the Company.
Pension:	[redacted] is entitled to participate in the Hudson's Bay Executive Pension Plan in accordance with the terms of the plan.
SERP:	[redacted] will continue to be eligible to participate in the Supplementary Executive Retirement Plan (the "**SERP**"). Participation in the plan is subject to its terms and conditions.
Merchandise Discount:	[redacted] is entitled to the executive discount privilege and agrees to sign, be bound and abide by the terms of the executive discount privilege regulations, as amended from time to time. Failure to abide by the terms of the discount privilege is Cause for dismissal. It is understood that HBC may make amendments to the discount privilege at any time including changing the applicable discount rate and what merchandise is included or excluded from the discount.
Financial Counselling	HBC will reimburse [redacted] for financial counselling up to a maximum of $[redacted] per calendar year.
Professional Dues	HBC will reimburse [redacted] for reasonable professional dues up to a maximum of $[redacted] per calendar year or other sum as may be approved by the Governor.
Benefit Details:	[redacted] acknowledges that he has been provided with the details of the terms of the current benefits and other employee plans and programs of HBC.
Expenses:	HBC shall reimburse [redacted] for reasonable expenses, where authorized by Company policy and incurred in connection with the performance of the duties of the Position. Such expenses must be documented in accordance with Company policy. Applicable policies may be altered from time to time at the sole discretion of the Company.

If the Severance Period ends after the expiry of the Mid-Term Incentive Plan period, and a payment is approved by the Governor under the Mid-Term Incentive Plan, [redacted] will be eligible for a pro-rated payment based on the period of time during the Mid-Term Incentive Plan period that [redacted] was actively working. If the Severance Period ends prior to the expiry of the Mid-Term period, [redacted] will not be eligible for a payment. In the event that a Change of Control occurs after notice of termination is given but prior to the completion of the Severance Period, [redacted] will be entitled to receive a pro-rated payment based on his active service before notice of termination was given at the same time that active employees receive payments under the plan.

(c) Pay any outstanding Base Salary and vacation accrued but not used up to the date notice of termination was given.

(d) Pay any vested bonus on its terms, if and when due, which may have resulted from the prior fiscal period (no pro-ration from any interim period shall be due).

[redacted] will not be entitled to short term approved absence, or long term disability benefits (other than during the statutory notice period), or any other benefits not outlined in the severance provisions in this Agreement after the date that notice of termination is given.

In the event of [redacted]'s death during the Severance Period, his beneficiary will be entitled to one-half of the remaining unpaid severance referenced above, plus [redacted]'s Company provided life insurance proceeds, if any. All other benefits cease after thirty (30) days.

Such payments and benefits shall be subject to withholding tax as required by law.

Severance Provisions Where Termination Follows a Change of Control

Definitions: For purpose of the severance provisions in this Agreement, a "Change of Control" is defined as having occurred when:

(i) Any "Person" (which term shall for the purposes of this provision have the meaning ascribed

thereto in the Securities Act (Ontario), as amended from time to time) or combination of Persons, other than the person or persons that hold the shares of HBC (the "holding companies"), any of HBC's affiliates or related entities either alone or any combination thereof, acquires or becomes the beneficial owner, directly or indirectly, of more than 50% of the voting securities of HBC, whether through the acquisition of previously issued and outstanding voting securities, or of voting securities that have not been previously issued, or any combination thereof or any other transaction having a similar effect;

(ii) Any resolution is passed or any action or proceeding is taken with respect to the liquidation, dissolution or winding-up of HBC and the terms of any resolution, action or proceeding are completed;

(iii) More than 50% of the issued and outstanding voting securities of HBC become subject to an unaffiliated voting trust;

(iv) Capital reorganization, amalgamation, arrangement or other scheme of reorganization, as a result of which the shares of HBC outstanding immediately after such transaction constitute less than 50% of the shares or voting power of the resulting company, excluding where the resulting entity is an HBC affiliate, holding companies or entity related to HBC;

(v) Any Person, not part of the management of the Company at the date hereof or not controlled by the Company or any affiliate of the Company, enters into any agreement, arrangement or understanding to provide all or substantially all the management services to the Company, other than such agreement, arrangement or understanding involving HBC's affiliates or related entities; or

(vi) The Company enters into any transaction or arrangement which would have an effect which is the same as or similar to the result of any of the transactions referred to in the above clauses.

For the purposes of this Agreement, [redacted] may "Resign for Good Reason" where, following a Change of Control, there is:

(vii) A material, adverse reduction or material, adverse diminution in [redacted]'s reporting relationships, authority, titles, duties, position or responsibilities with HBC;

(viii) A reduction in [redacted]'s Base Salary;

(ix) The discontinuance of [redacted]'s eligibility to receive bonuses or other incentives in effect during the fiscal year prior to the year in which the Change of Control occurs;

(x) Relocation of [redacted]'s principle business location to a location that is more than 80 kilometers from [redacted]'s principle business location immediately prior to the Change of Control;

(xi) The assignment to [redacted] of any significant, ongoing duties inconsistent with [redacted]'s skills, duties, position, responsibilities or status;

(xii) Any other material breach of this Agreement.

In order to Resign for Good Reason, [redacted] must provide written notification to the Company of his belief that he may Resign for Good Reason within (30) thirty days after [redacted] knows or has reason to know of the occurrence of any of the events described above. The notification will indicate which of the above events [redacted] believes has occurred. If the notification refers to paragraphs (ii), (iii), or (iv) above, the Company will respond immediately and advise [redacted] if it agrees and whether it will pay the Change of Control Severance described below. In the event that any other paragraphs are referenced in the notification, the Company will respond within (30) thirty days of receipt of the notification and advise [redacted] if it agrees and whether it will pay the Change of Control Severance.

If the Company agrees that [redacted] may Resign for Good Reason, [redacted] will be released immediately and the Company will pay the

Change of Control Severance.

If the Company disagrees that [redacted] may Resign for Good Reason, [redacted] may either accept the Company's decision and continue working under the terms of this Agreement, or, leave immediately and assert his perceived right to payment pursuant to this Agreement.

In the event that [redacted] believes he may Resign for Good Reason but does not provide written notification as required, he will be deemed to have accepted the changes. In the event that [redacted] accepts changes described in (ii) and (iii) above, this Agreement will be deemed to be amended to reflect the new compensation terms. All other terms and conditions of this Agreement will continue in effect.

Change of Control Severance:

If a Change of Control occurs and within 2 years following the Change of Control, [redacted]'s employment is terminated without Cause or [redacted] Resigns for Good Reason, [redacted] shall be entitled to the entitlements set out in this Agreement in respect of a "Termination with Severance" and on the terms and conditions set out in those provisions with the following changes:

a) HBC will pay a lump sum equivalent to [redacted]'s monthly Base Salary at the time of the Change of Control multiplied by the number of months referred to in paragraph (a) (i) above, under the Severance Provisions for a Termination with Severance.

b) The "Severance Period" for the purposes of benefit continuation will be Eighteen (18) months from the date that notice of termination is given by HBC or the date that [redacted] Resigns for Good Reason, ("Change of Control Termination Date")

c) To the extent not otherwise required under the SERP, HBC shall be required to immediately secure the supplementary pension benefits accrued to [redacted] under the SERP up to the Change of Control Termination Date, if such sums held in trust at the time are deemed to be actuarially inadequate.

d) For purposes of eligibility for any retiree discount on merchandise, [redacted] will be deemed to have retired voluntarily on the last day of the Severance Period, if [redacted] has both reached age 55 and the sum of [redacted]'s age and years of service equal 75 or more as at such date.

Legal Fees:	HBC or its successor shall pay [redacted]'s reasonable legal fees up to a maximum of $[redacted] incurred by [redacted] for the purposes of interpreting or enforcing the terms of this Agreement following a Change of Control or in any situation in which [redacted] reasonably believes that a Change of Control has occurred.
Provisions Fair:	The parties agree that [redacted]'s entitlements under the Termination Provisions set out herein are fair and reasonable and that the amounts payable to [redacted] by HBC or its successor or for [redacted]'s benefit are reasonable estimates of the damages which will be suffered by [redacted] in these circumstances and shall not be construed as a penalty. Further, the parties agree that the Severance Provisions provide a greater benefit than the minimum requirements of the relevant employment standards legislation and that the Termination Provisions apply to the exclusion of the provisions of the legislation.
Relocation Counselling:	[redacted] is entitled to receive for the duration of the Severance Period senior level executive relocation (job search) counselling that is consistent with programs provided for a similar level position. Such counselling shall be provided by an outside career counseling firm designated by HBC or its successor.
Severance Limitation:	Except as expressly set out in this Agreement, [redacted] is not eligible for any severance pay, notice of termination or pay in lieu of notice if (i) [redacted] voluntarily resigns from HBC; (ii) [redacted] dies; (iii) [redacted] retires; or (iv) [redacted]'s employment is terminated for Cause.

Other Provisions

Specific Agreements: In further consideration for the provision of the above compensation and entitlements, [redacted] agrees not to, either during employment or from the date of ceasing employment with Hbc for whatever reason:

a) for a period of one (1) year from the date employment ceased, for any reason, directly or indirectly, in any manner whatsoever including, without limitation, either individually, or in partnership, jointly or in conjunction with any other Person, or as employee, principal, agent, director or shareholder:

> be engaged in any undertaking; have any financial or other interest (including an interest by way of royalty or other compensation arrangements) in or in respect of the business of any Person which carries on a business which is the same as or substantially similar

TAB 8

PRIVATE AND CONFIDENTIAL

EMPLOYMENT CONTRACT

between

The Governor and Company of Adventurers of England
Trading into Hudson Bay
also known as Hudson's Bay Company
(the "Company" or "HBC")

and

[redacted]

This employment contract (this "Agreement") sets out the terms and conditions upon which HBC wishes to continue to employ [redacted] and [redacted] wishes to continue his employment with HBC. All amounts referred to in this contract are in Canadian dollars unless otherwise specified.

Term:

This Agreement is effective on February 1, 2009, and continues indefinitely, subject to annual performance reviews and other normal review processes, except in the event of termination of employment pursuant to any of the Termination Provisions below.

[redacted] agrees that this Agreement represents the full and complete terms of the employment agreement with the Company and replaces any and all previous contracts, letters or agreements between [redacted] and the Company with respect to employment with the Company, which commenced on December 15, 1986 and that no claim of any kind shall be made against the Company or its employees, directors or owners, arising out of or based upon any previous contracts, letters or agreements or any events or work performed by [redacted] prior to the date of this Agreement.

The forgoing paragraph does not apply to the Change of Control Severance provisions in the Prior Agreement. In the event that there is no Change of Control as defined in this agreement and [redacted]'s employment is terminated without cause or for "Good Reason" as defined in the Prior Agreement within two years of the change of control that occurred on July 15, 2008, the Change of Control Severance provisions in the Prior Agreement will apply instead of the Termination Provisions in this Agreement. If there is a subsequent Change of Control as defined in this Agreement, this Agreement will apply.

For clarification, following the July 15, 2008 change of control, [redacted] received his full entitlement under the Mid Term Incentive Plan and the Phantom Share Appreciation Rights Plan (PSAR) that were in place under the Prior Agreement.

Title/Position:

[redacted]

Employment:

a) [redacted] agrees to perform his duties and responsibilities faithfully and in a good and reasonable manner and to devote substantially his full time and attention to the business of HBC. [redacted] further agrees to sign annually and be bound and abide by HBC's Code of Business Conduct and confidentiality requirements, each as may be amended from time to time.

b) [redacted] agrees that the Company has the right from time to time

will change effective the date notice of termination is given. Payments under the plan, if any, will depend on the duration of the Severance Period. If the Severance Period ends after the expiry of the Mid-Term Incentive Plan period, and a payment is approved by the Board under the Mid-Term Incentive Plan, [redacted] will be eligible for a pro-rated payment based on the period of time during the Mid-Term Incentive Plan period that [redacted] was actively working. If the Severance Period ends prior to the expiry of the Mid-Term period, [redacted] will not be eligible for a payment.

(c) Pay any outstanding Base Salary and vacation accrued but not used up to the date notice of termination was given.

(d) Pay any vested bonus on its terms, if and when due, which may have resulted from the prior fiscal period (no pro-ration from any interim period shall be due).

[redacted] will not be entitled to short term approved absence, or long term disability benefits (other than during the statutory notice period), or any other benefits not outlined in the severance provisions in this Agreement after the date that notice of termination is given.

In the event of [redacted]'s death during the Severance Period, his beneficiary will be entitled to one-half of the remaining unpaid severance referenced above, plus [redacted]'s Company provided life insurance proceeds, if any. All other benefits cease after thirty (30) days.

Such payments and benefits shall be subject to withholding tax as required by law.

Severance Provisions Where Termination Follows a Change of Control

Definitions: For purpose of the severance provisions in this Agreement, a "Change of Control" is defined as having occurred when:

(i) Any "Person" (which term shall for the purposes of this provision have the meaning ascribed thereto in the Securities Act (Ontario), as amended from time to time) or

combination of Persons, other than the person or persons that hold the shares of HBC (the "holding companies"), any of HBC's affiliates or related entities either alone or any combination thereof, acquires or becomes the beneficial owner, directly or indirectly, of more than 50% of the voting securities of HBC, whether through the acquisition of previously issued and outstanding voting securities, or of voting securities that have not been previously issued, or any combination thereof or any other transaction having a similar effect;

(ii) Any resolution is passed or any action or proceeding is taken with respect to the liquidation, dissolution or winding-up of HBC and the terms of any resolution, action or proceeding are completed;

(iii) More than 50% of the issued and outstanding voting securities of HBC become subject to an unaffiliated voting trust;

(iv) Capital reorganization, amalgamation, arrangement or other scheme of reorganization, as a result of which the shares of HBC outstanding immediately after such transaction constitute less than 50% of the shares or voting power of the resulting company, excluding where the resulting entity is an HBC affiliate, holding companies or entity related to HBC;

(v) Any Person, not part of the management of the Company at the date hereof or not controlled by the Company or any affiliate of the Company, enters into any agreement, arrangement or understanding to provide all or substantially all the management services to the Company, other than such agreement, arrangement or understanding involving HBC's affiliates or related entities; or

(vi) The Company enters into any transaction or arrangement which would have an effect which is the same as or similar to the result of any of the transactions referred to in the above clauses.

For the purposes of this Agreement, [redacted] may "Resign for Good Reason" where, following a Change of Control, there is:

(vii) A material, adverse reduction or material, adverse diminution in [redacted]'s reporting relationships, authority, titles, duties, position or responsibilities with HBC;

(viii) A reduction in [redacted]'s Base Salary;

(ix) The discontinuance of [redacted]'s eligibility to participate in bonus plans or other incentive plans in effect during the fiscal year prior to the year in which the Change of Control occurs;

(x) Relocation of [redacted]'s principle business location to a location that is more than 80 kilometers from [redacted]'s principle business location immediately prior to the Change of Control;

(xi) The assignment to [redacted] of any significant, ongoing duties inconsistent with [redacted]'s skills, duties, position, responsibilities or status;

(xii) Any other material breach of this Agreement.

In order to Resign for Good Reason, [redacted] must provide written notification to the Company of his belief that he may Resign for Good Reason within (30) thirty days after [redacted] knows or has reason to know of the occurrence of any of the events described above. The notification will indicate which of the above events [redacted] believes has occurred. If the notification refers to paragraphs (ii), (iii), or (iv) above, the Company will respond immediately and advise [redacted] if it agrees and whether it will pay the Change of Control Severance described below. In the event that any other paragraphs are referenced in the notification, the Company will respond within (30) thirty days of receipt of the notification and advise [redacted] if it agrees and whether it will pay the Change of Control Severance.

If the Company agrees that [redacted] may Resign for Good Reason, [redacted] will be released immediately and the Company will pay the Change of Control Severance.

If the Company disagrees that [redacted] may Resign for Good Reason, [redacted] may either accept the Company's decision and continue working under the terms of this Agreement, or, leave immediately and assert his perceived right to payment pursuant to this Agreement.

In the event that [redacted] believes he may Resign for Good Reason but does not provide written notification as required, he will be deemed to have accepted the changes. In the event that [redacted] accepts changes described in (ii) and (iii) above, this Agreement will be deemed to be amended to reflect the new compensation terms. All other terms and conditions of this Agreement will continue in effect.

Change of Control Severance:

If a Change of Control occurs and within 2 years following the Change of Control, [redacted]'s employment is terminated without Cause or [redacted] Resigns for Good Reason, [redacted] shall be entitled to the entitlements set out in this Agreement in respect of a "Termination with Severance" and on the terms and conditions set out in those provisions with the following changes:

a) HBC will pay a lump sum equivalent to [redacted]'s monthly Base Salary at the time of the Change of Control multiplied by the number of months referred to in paragraph (a) (i) above, under the Severance Provisions for a Termination with Severance.

b) The "Severance Period" for the purposes of benefit continuation will be Twenty-four (24) months from the date that notice of termination is given by HBC or the date that [redacted] Resigns for Good Reason, ("Change of Control Termination Date")

c) To the extent not otherwise required under the SERP, HBC shall be required to immediately secure the supplementary pension benefits accrued to [redacted] under the SERP up to the Change of Control Termination Date, if such sums held in trust at the time are deemed to be actuarially inadequate.

d) For purposes of eligibility for any retiree discount on merchandise, [redacted] will be deemed to have retired voluntarily on the last day of the Severance Period, if [redacted] has both reached age 55 and the sum of [redacted]'s age and years of service equal 75 or more as at such date.

Legal Fees:	HBC or its successor shall pay [redacted]'s reasonable legal fees up to a maximum of $[redacted] incurred by [redacted] for the purposes of interpreting or enforcing the terms of this Agreement following a Change of Control or in any situation in which [redacted] reasonably believes that a Change of Control has occurred.
Provisions Fair:	The parties agree that [redacted]'s entitlements under the Termination Provisions set out herein are fair and reasonable and that the amounts payable to [redacted] by HBC or its successor or for [redacted]'s benefit are reasonable estimates of the damages which will be suffered by [redacted] in these circumstances and shall not be construed as a penalty. Further, the parties agree that the Severance Provisions provide a greater benefit than the minimum requirements of the relevant employment standards legislation and that the Termination Provisions apply to the exclusion of the provisions of the legislation.
Relocation Counselling:	[redacted] is entitled to receive for the duration of the Severance Period senior level executive relocation (job search) counselling that is consistent with programs provided for a similar level position. Such counselling shall be provided by an outside career counseling firm designated by HBC or its successor.
Severance Limitation:	Except as expressly set out in this Agreement, [redacted] is not eligible for any severance pay, notice of termination or pay in lieu of notice if (i) [redacted] voluntarily resigns from HBC; (ii) [redacted] dies; (iii) [redacted] retires; or (iv) [redacted]'s employment is terminated for Cause.

Other Provisions

Specific Agreements:	In further consideration for the provision of the above compensation, entitlements and offer of employment, [redacted] agrees not to compete against HBC on the following terms: a) [redacted] agrees not to compete in Canada against HBC (or any divisions, subsidiaries, successors or assigns) during his employment and for six months immediately following the cessation of his employment from HBC for any reason (including termination of employment for cause or otherwise or resignation), whether the employee competes directly or indirectly, has a financial or other interest (including an interest by way of royalty or other compensation arrangement), in any manner whatsoever including, without limitation, either individually or in partnership, jointly or in conjunction with any other Person, or as an employee, contractor, advisor, principal,

TAB 9

MERCER
A MARSH BUSINESS

Caroline, Lavoie, FSA, FCIA
Principal

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Toronto, Ontario M5J 0A8
T +1 416 868 8943
caroline.lavoie@mercer.com
www.mercer.ca

Private & Confidential

Susannah B. Roth
Royal Trust Corporation of Canada
RBC Centre
155 Wellington Street W, 20th Floor
Toronto ON M5V 3K7

20 July 2026

Subject: In the Matter of a Plan of Compromise or Arrangement of 1242939 B.C. Unlimited Liability Company (the "**Company**"), et al., Court File No. CV-25-00738613-00CL (the "**CCAA Proceedings**")

Dear Ms. Roth,

As you are aware, Mercer (Canada) Limited ("**Mercer**") was retained by Royal Trust Corporation of Canada, in its capacity as the trustee (the "**Trustee**") of the HBC RCAs (as defined in the affidavit of Susannah B. Roth sworn February 10, 2026 (the "**Roth Affidavit**")), as the actuary to complete wind-up calculations with respect to the HBC RCAs.

We understand that the Trustee's motion for advice and direction (the "**Motion**") is being heard on September 25, 2026. We further understand that at the Case Management Conference to schedule the Motion, Justice Jessica Kimmel requested Mercer's position in respect of the Motion.

As a preliminary clarification matter, Mercer was retained by the Trustee, not the Company, and is, therefore, not the Company's "Actuary" as defined in the HBC RCA Agreements (as defined in the Roth Affidavit) for each respective HBC RCA. Throughout the CCAA Proceedings, Mercer has actively assisted the Trustee in assessing HBC RCA-related matters. This analysis was integral to the development of the list of issues and questions for which advice and direction are being-sought in the Motion. Had Mercer been engaged by the Company, it would have requested direction from the Company with respect to such matters. As such direction cannot be obtained from the Company in these circumstances, Mercer is prepared to follow the advice and direction provided by the Court and does not take any independent position with respect to the matters raised in the Motion.

Sincerely,

Caroline Lavoie

Caroline, Lavoie, FSA, FCIA
Principal

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TAB 10

ay 31, 2026

Timekeeper*	All RCAs	Main/Additional	Zellers/RAA	Main	Additional	RAA
Jules Monteyne (2017 Year of Call)						
2025 (at $836/hr)	79.7	8.4	2.4		7.7	
2026 (at $880/hr)	64.8	6.9	0.7	0.9		
Timekeeper Totals	$123,653.20	$13,094.40	$2,622.40	$792.00	$6,437.20	$0.00
Aryo Shalviri (2013 Year of Call)						
2025 (at $884/hr)	65.6	0.7	0.9		6.4	
2026 (at $960/hr)	31.6	0.5				0.2
Timekeeper Totals	$88,326.40	$1,098.80	$795.60	$0.00	$5,657.60	$192.00
Liz Boyd (1992 Year of Call)						
2025 (at $1,131/hr)	10.4	3.1				
2026 (at $1,276/hr)	1.1	3.2				
Timekeeper Totals	$13,166.00	$7,589.30	$0.00	$0.00	$0.00	$0.00
Kelly Bourassa (2000 Year of Call)						
2025 (at $1,000/hr)	3					
2026 (at $1,188/hr)	0.3					
Timekeeper Totals	$3,356.40	$0.00	$0.00	$0.00	$0.00	$0.00
Disbursements and filing fees	$364.00					

Totals per RCA**							
HBC Main RCA	$221,198.97	$21,614.27		$792.00			**$243,605.24**
HBC Additional RCA	$1,721.65	$168.23			$12,094.80		**$13,984.67**
HBC RAA RCA	$5,401.30		$3,105.20			$192.00	**$8,698.50**
Zellers RCA	$544.09		$312.80				**$856.89**
						Total	**$267,145.30**

Asset Split Calculations

Total Assets^	All	Main/Additional	RAA/Zellers
$58,415,496.71	96.6500%	99.2277%	
$454,661.96	0.7523%	0.7723%	
$1,426,405.26	2.3600%		90.8485%
$143,686.79	0.2377%		9.1515%

^Based on assets set out in the Royal Trust Motion Record dated February 10, 2026.

*Blakes fee rates incorporate a discounted rate for all timekeepers.
**Based on proposed allocation methodology as set out in the Royal Trust Motion Record dated February 10, 2026.

The following fees have been paid out of the trust accounts:***

	Mercer Fees^^	Royal Trust Fees^^^	Royal Trust Fees****
HBC Main RCA	**$171,668.00**	**$45,581.49**	**$21,734.10**
HBC Additional RCA	**$38,122.00**	**$5,985.96**	**$3,287.79**
HBC RAA RCA	**$11,780.00**	**$20,561.96**	**$1,729.84**
Zellers RCA	**$3,020.00**	**$17,792.66**	**$1,729.84**
	$224,590.00	**$89,922.07**	**$28,481.57**

***Fees are based on actual amounts billed to each RCA.
^^Period covered March 2025 through May 2026.
^^^Period covered is July 1, 2024 through March 7, 2025 plus outstanding fees from pre July 1, 2024 of $10,025 and $8,317.50 for the HBC RAA RCA and the Zellers RCA, respectively.
****Period covered is March 8, 2025 through June 30, 2025.
All amounts herein exclude HST.

TAB 11

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE	)	FRIDAY, THE 25TH
	)	
JUSTICE STEELE	)	DAY OF SEPTEMBER, 2026

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF 1242939 B.C. UNLIMITED LIABILITY COMPANY, 1241423 B.C. LTD., 1330096 B.C. LTD., 1330094 B.C. LTD., 1330092 B.C. UNLIMITED LIABILITY COMPANY, 1329608 B.C. UNLIMITED LIABILITY COMPANY, 2745263 ONTARIO INC., 2745270 ONTARIO INC., SNOSPMIS LIMITED, 2472596 ONTARIO INC., AND 2472598 ONTARIO INC.

ORDER

(ADVICE AND DIRECTIONS RE: HBC MAIN RCA AND HBC ADDITIONAL RCA)

THIS MOTION, made by the Royal Trust Corporation of Canada ("**Royal Trust**") pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "***CCAA***") and s. 60 of the *Trustee Act*, RSO 1990, c T.23 was heard on this day at 330 University Avenue, Toronto, Ontario, and via videoconference.

ON READING the Notice of Motion of Royal Trust dated February 13, 2026, the affidavit of Susannah Roth sworn February 10, 2026 (the "**Roth Affidavit**") and the Exhibits thereto, the affidavit of Rita De Fazio affirmed July 17, 2026 (the "**July 17 De Fazio Affidavit**") and the Exhibits thereto, the supplementary affidavit of Rita De Fazio affirmed July 30, 2026 (the "**Supplementary De Fazio Affidavit**") and the Exhibits thereto, the factum of Employee Representative Counsel (as defined in the Employee Representative Counsel Order dated May 5, 2025, hereinafter "**ERC**"), the Supplemental Affidavit of Susannah Roth sworn July 24, 2026, the factum of Royal Trust, the Eighteenth Report of the Monitor dated September 18, 2026, and upon hearing the submissions of counsel for Royal Trust, the Monitor, ERC, TELUS Health (Canada) Ltd. (the "**Independent Pension Administrator**"), in its capacity as administrator of the Hudson's Bay Company Pension Plan (the "**Basic Plan**") , no one else making submissions for any other person on the service list or the media, although properly served as set out in the Affidavits of Service of Christine Hanycz dated July 17, 24, and 31, 2026:

DEFINITIONS

1. THIS COURT ORDERS that unless otherwise indicated or defined herein, capitalized terms have the meanings given to them in the Roth Affidavit, the July 17 De Fazio Affidavit, or the Factum of ERC, as applicable. References to "Questions" herein refer to the Questions identified on the chart at para. 5 of the Roth Affidavit.

DIRECTION REGARDING ALL HBC RCAS

2. THIS COURT DIRECTS that, with respect to Question #3**,** the date of termination of the HBC SERPs is March 7, 2025 ("**Termination Date**").

DIRECTION REGARDING THE HBC MAIN RCA

3. THIS COURT ORDERS that, with respect to Question #2, in accordance with the terms of the HBC Main SERP Plan and the HBC Main RCA, the application of the assets in the HBC Main RCA shall be limited to benefits accrued up to November 10, 2005 under the terms of the HBC Main SERP Plan, and therefore the distribution of the assets in the HBC Main RCA shall be made only to Main SERP Participants with benefits accrued up to November 10, 2005 under the terms of the HBC Main SERP Plan (the "**2005 Main SERP Participants**") and to no other Main SERP Participants.

4. THIS COURT DIRECTS that:

   (a) The Actuary (as defined in the HBC Main RCA and the HBC Additional RCA), shall calculate the Termination Liability, as such term is defined in the HBC Main SERP Plan, for each 2005 Main SERP Participant up to the Termination Date in accordance with art. 7 of the HBC Main SERP Plan (the "**Total Termination Liability**"); and

   (b) The Actuary shall calculate the portion of the Total Termination Liability that is attributable to benefits accrued up to November 10, 2005 under the terms of the HBC Main SERP Plan for each of the 2005 Main SERP Participants (the "**2005 Termination Liability**").

5. THIS COURT ORDERS that the distribution of assets in the HBC Main RCA shall be made to the 2005 Main SERP Participants on the basis of their respective 2005 Termination Liability calculations, or such *pro rated* amount as required in accordance with art. 7.04 of the HBC Main SERP Plan having regard to the sufficiency of the assets in the HBC Main RCA, and subject to applicable withholdings, costs and fees, provided that any such pro ration shall be based solely on each 2005 Main SERP Participant's 2005 Termination Liability relative to the aggregate 2005 Termination Liabilities of all 2005 Main SERP Participants (the "**2005 Main SERP Distribution**").

6. THIS COURT ORDERS that, in order to ensure compliance with art. 7.07 of the HBC Main SERP Plan, if there are any assets in the HBC Main RCA after satisfaction of the 2005 Termination Liability, such excess assets shall not be distributed except either upon further order of the Court or as provided in any agreement between the Monitor and ERC on behalf of the 2005 Main SERP Participants.

7. THIS COURT ORDERS that, in the event of an agreement with respect to excess HBC Main RCA assets in accordance with para. 6, Royal Trust is hereby authorized and directed to distribute any such excess assets in accordance with the terms of such agreement, and further that Royal Trust is authorized to make this distribution in the form of one or more payments, subject to applicable withholdings, costs and fees.

DIRECTION REGARDING THE HBC ADDITIONAL RCA

8. THIS COURT ORDERS that, with respect to Question #4 and Question #5, for the purposes of determining the benefits payable to the Additional SERP Participants, the Trustee and the Actuary are authorized and directed to proceed on the basis that there is no HBC Additional SERP plan text, and are authorized and directed to determine the benefits payable to the Additional SERP Participants in accordance with the HBC Main SERP Plan.

9. THIS COURT DECLARES that, with respect to Question #7, subject to art. 7.07 of the HBC Main SERP Plan, the Additional SERP Participants are the only HBC Main SERP Participants entitled to the assets in the HBC Additional RCA, and that distribution of the assets in the HBC Additional RCA shall therefore be made only to the Additional SERP Participants in accordance with this Order.

10. THIS COURT DIRECTS that the Actuary shall calculate the Additional SERP Participants' Termination Liability based on benefits accrued under the HBC Main SERP Plan on and after November 10, 2005, to their Change of Control Termination Dates, as such term is defined under the HBC Main SERP Plan, such dates being July 17, 2008, and June 30, 2010, respectively (the "**Post-2005 Termination Liability**").

11. THIS COURT DECLARES that, with respect to Question #6, the Additional SERP Participants are entitled to security in excess of what the HBC Main RCA provides, which was provided by the HBC Additional RCA.

12. THIS COURT ORDERS that, subject to paras. 14 and 15 below, the distribution of assets in the HBC Additional RCA shall be made to the Additional SERP Participants in the amount of their respective Post-2005 Termination Liability, or such *pro rated* amount as required in accordance with art. 7.04 of the HBC Main SERP Plan having regard to the sufficiency of the assets in the HBC Additional RCA, and subject to applicable withholdings, costs and fees, provided that any such pro ration shall be based solely on each Additional SERP Participant's Post-2005 Termination Liability relative to the aggregate Post-2005 Termination Liabilities of all Additional SERP Participants (the "**Initial Additional SERP Distribution**").

13. THIS COURT DIRECTS that, with respect to Question #8, the methodology for allocating the assets under the HBC Additional RCA should include only the Additional SERP Participants' Post-2005 Termination Liability.

14. THIS COURT ORDERS that, with respect to Question #9, in order to ensure compliance with art. 7.07 of the HBC Main SERP Plan, if there are any assets in the HBC Additional RCA after satisfaction of the Post-2005 Termination Liability, such assets shall not be distributed except either upon further order of the Court or as directed in any agreement between the Monitor and ERC on behalf of the Additional SERP Participants.

15. THIS COURT ORDERS that, in the event of an agreement with respect to excess HBC Additional RCA assets in accordance with para. 14, Royal Trust is hereby authorized and directed to distribute any such excess assets in accordance with the terms of such agreement, and further that Royal Trust is authorized and directed to make this distribution in the form of one or more payments, subject to applicable withholdings, costs and fees.

DIRECTION REGARDING CALCULATION METHODS

16. THIS COURT DIRECTS that, with respect to Question #10, the methodology set out at para. 172 of the Roth Affidavit shall be used to calculate the Total Termination Liability, the 2005 Termination Liability, and the Post-2005 Termination Liability, pursuant to the HBC Main SERP Plan.

17. THIS COURT DIRECTS that, with respect to Question #11, based on the Termination Date, the actuarial assumptions in accordance with the CIA Recommendation applicable for March 2025 shall be used to complete the Conversion Calculation for each DC Active and Deferred Main SERP Participant in determining the Basic Plan Offset Pension and the RAA Offset Pension with respect to their Total Termination Liability, the 2005 Termination Liability and the Post-2005 Termination Liability.

DIRECTION RE SURPLUS DISTRIBUTIONS FROM THE HBC REGISTERED PENSION PLAN

18. THIS COURT ORDERS that, with respect to Question #1, Royal Trust is authorized and directed to distribute the assets from the HBC Main RCA and the HBC Additional RCA in accordance with this Order prior to a final settlement or determination of what amounts, if any, the 2005 Main SERP Participants and Additional SERP Participants are entitled to receive from the surplus in the Basic Plan (the "**Surplus Payment**"). Following the final distribution of assets from the HBC Main RCA and the HBC Additional RCA, Royal Trust and the Actuary will have no further, other or additional obligation whatsoever to the Main SERP Participants, the Additional SERP Participants, or the Company, the Basic Plan, the Independent Pension Administrator, the Monitor or any of each of their executors, administrators, attorneys, beneficiaries, successors or assigns, nor shall they or either of them be required to take any further steps with respect to the HBC Main SERP Plan, the HBC Main RCA or the HBC Additional RCA. For greater certainty, the required steps in the following paras. 19 to 22 with respect to the treatment of the Basic Plan and any Surplus Payment will not be the responsibility of Royal Trust, and Royal Trust is authorized and

directed to distribute the assets from the HBC Main RCA and HBC Additional RCA as though Article 7.08 was not included in the text of the HBC Main SERP Plan, and Royal Trust will have no obligation with respect to the Basic Plan.

19. THIS COURT ORDERS that, subject to the terms of this Order, the Independent Pension Administrator shall calculate the 2005 Set Off Amount and the Additional SERP Set Off Amount (defined below), and that the fees and expenses incurred in relation thereto (including the fees and disbursements of advisors) for the Independent Pension Administrator, shall be paid from amounts available for Surplus Payments to the 2005 Main SERP Participants and the Additional SERP Participants.

20. THIS COURT ORDERS that the Independent Pension Administrator shall not make any distribution of a Surplus Payment from the Basic Plan to any 2005 Main SERP Participant (other than the Additional SERP Participants) unless and until the process set out below is complete:

(a) The Independent Pension Administrator shall calculate the set off to be deducted from the gross Surplus Payment (the "**2005 Set Off Amount**") for each 2005 Main SERP Participant, other than an Additional SERP Participant, in accordance with the following methodology:

(i) If the 2005 Main SERP Participant's 2005 Main SERP Distribution after fees and costs but before any taxes equals their Total Termination Liability, the 2005 Set Off Amount shall be the lesser of: (A) the Surplus Payment before any taxes and (B) the 2005 Main SERP Distribution before any taxes; and

(ii) If the 2005 Main SERP Participant's 2005 Main SERP Distribution after fees and costs but before any taxes is less than their Total Termination Liability, the 2005 Set Off Amount shall be the amount by which the Surplus Payment before any taxes exceeds the difference between 2005 Main SERP Participant's Total Termination Liability and their 2005 Main SERP Distribution after fees and costs but before any taxes, provided that the 2005 Set Off Amount shall not exceed the 2005 Main SERP Participant's 2005 Main SERP Distribution after fees and costs but before any taxes.

(b) Each 2005 Main SERP Participant (other than the Additional SERP Participants) for whom the Independent Pension Administrator determines there is a 2005 Set Off Amount shall be an "**Affected 2005 Main SERP Participant**";

(c) The Independent Pension Administrator shall provide the 2005 Set Off Amount for each Affected Main SERP Participant to the Monitor and ERC; and

(d) The Independent Pension Administrator is hereby directed to reduce the Affected 2005 Main SERP Participant's Surplus Payment by the 2005 Set Off Amount before making any Surplus Payment to the Affected 2005 Main SERP Participant, and the Independent Pension Administrator is further directed to pay the 2005 Set Off Amount to the Company in accordance with any Order of this Court with respect

to the distribution of surplus from the Basic Plan , and shall not be required to remit any 2005 Set Off Amount to the HBC Main RCA or to Royal Trust as Trustee of the HBC Main RCA.

21. THIS COURT ORDERS that the Independent Pension Administrator shall not make any distribution of a Surplus Payment from the Basic Plan to the Additional SERP Participants unless and until the process set out below is complete:

(a) The Independent Pension Administrator shall calculate the set off to be deducted from the gross Surplus Payment (the "**Additional SERP Set Off Amount**") for each Additional SERP Participant in accordance with the following methodology:

(i) If the Additional SERP Participant's combined Additional SERP Distribution and 2005 Main SERP Distribution, plus any further distributions from the HBC Additional RCA pursuant to an agreement with respect to excess HBC Additional RCA assets in accordance with para. 14, in each case after fees and costs but before any taxes, (the "**Total Distribution**") equals the Total Termination Liability, the Additional SERP Set Off Amount shall be the lesser of: (A) the Surplus Payment before any taxes and (B) the Total Distribution; and

(ii) If the Additional SERP Participant's Total Distribution is less than the Total Termination Liability, the Additional SERP Set Off Amount shall be the amount by which the Surplus Payment exceeds the difference between Additional SERP Participant's Total Termination Liability and their Total Distribution, provided that the Additional SERP Set Off Amount shall not exceed the Additional SERP Participant's Total Distribution.

(b) Each Additional SERP Participant for whom the Independent Pension Administrator determines there is an Additional SERP Set Off Amount shall be an "**Affected Additional SERP Participant**"; and

(c) The Independent Pension Administrator shall provide the Additional SERP Set Off Amount for each Affected Additional SERP Participant to the Monitor and ERC.

(d) The Independent Pension Administrator is hereby directed to reduce the Affected Additional SERP Participant's Surplus Payment by the Additional SERP Set Off Amount before making any Surplus Payment to the Affected Additional SERP Participant, and the Independent Pension Administrator is further directed to pay the Additional SERP Set Off Amount to the Company in accordance with any Order of this Court with respect to the distribution of surplus from the Basic Plan, and shall not be required to remit any Additional SERP Set Off Amount to the HBC Additional RCA or to Royal Trust as Trustee of the HBC Additional RCA.

22. THIS COURT ORDERS that upon completion of the processes set out in para. 20 and para. 21, above, the Independent Pension Administrator shall distribute the net Surplus Payments (if any) after the 2005 Set Off Amount or the Additional SERP Set Off Amount, as

applicable, to each 2005 Main SERP Participant and each Additional SERP Participant in accordance with any Order of this Court with respect to such Surplus Payments.

DIRECTIONS TO FACILITATE PAYMENT

23. THIS COURT ORDERS that (i) the Company (including, for avoidance of doubt, the Monitor on behalf of the Company) is authorized and directed to provide to Royal Trust and ERC the most recent information available with respect to the contact information of each 2005 Main SERP Participant and each Additional SERP Participant, their surviving spouse (if any), or their designated beneficiary or if none, their estate, (ii) ERC is authorized and directed to provide any updates to the contact information provided by the Company available in ERC's records and (iii) Royal Trust is authorized to obtain any updates to the contact information provided by the Company and ERC directly from each 2005 Main SERP Participant and each Additional SERP Participant, their surviving spouse (if any), or their designated beneficiary or if none, their estate. Royal Trust is authorized to obtain wire and/or electronic payment instructions from each 2005 Main SERP Participant, their surviving spouse (if any), or their designated beneficiary or if none, their estate (the "**Payment Particulars").**

24. THIS COURT ORDERS that Royal Trust is hereby authorized and directed to make payments to each 2005 Main SERP Participant in the amount of their respective 2005 Main SERP Distribution and each Additional SERP Participant's Initial Additional SERP Distribution. Royal Trust is further authorized and directed to make payments in respect of each 2005 Main SERP Participant and Additional SERP Participant's 2005 Main SERP Distribution and Initial Additional SERP Distribution in the form of one or more payments by wire or electronic funds transfer to each 2005 Main SERP Participant and Additional SERP Participant, their surviving spouse (if any), or their designated beneficiary or if none, their estate, in accordance with their Payment Particulars.

25. THIS COURT ORDERS that in the event that Royal Trust elects to distribute the 2005 Main SERP Distribution and/or Initial Additional SERP Distribution in the form of two or more payments as contemplated in para. 24:

    (a) Royal Trust shall comply with Art. 3.1.9 of the HBC Main Trust Agreement and/or the HBC Additional Trust Agreement up until the first payment of the 2005 Main SERP Distribution and/or Initial Additional SERP Distribution;

    (b) Thereafter, Royal Trust may, with the consent of the Monitor and ERC, liquidate any outstanding investments and hold the remaining assets of the HBC Main RCA and/or HBC Additional RCA, as the case may be, in a separate non-interest bearing account until the wind up of the HBC Main RCA and/or the HBC Additional RCA, as the case may be, for the purpose of facilitating their orderly wind up, provided that Royal Trust, the Monitor and ERC are of the reasonable view that taking such step would be in the best economic interest of the 2005 Main SERP Participants or Additional SERP Participants (as applicable), taking into account the costs associated with continuing to invest the remaining assets of the HBC Main RCA and HBC Additional RCA (as applicable); and

(c) Royal Trust, the Monitor, ERC, and any of their respective employees, advisors or representatives acting in such capacities, shall incur no liability or obligation as a result of the liquidation of investments contemplated in this paragraph and any loss of interest from the date of liquidation to the final distribution of assets, save and except for any gross negligence or willful misconduct on their part.

26. THIS COURT ORDERS that pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5., the Company, the Monitor, Royal Trust, and ERC shall provide the names, last known addresses and last known telephone numbers and e-mail addresses (if any) of the 2005 Main SERP Participants and the Additional SERP Participants, and such other information as may reasonably be required to carry out this Order, to the Actuary, Royal Trust, and the Independent Pension Administrator as the case may be, and that in providing all such information, the Company, the Monitor, ERC and Royal Trust are not required to obtain express consent from the 2005 Main SERP Participants and the Additional SERP Participants authorizing disclosure of such information for the purposes of this Order and, further, in accordance with *PIPEDA*, the *Personal Information Protection Act*, S.B.C. 2003, c. 63 (British Columbia), the *Personal Information Protection Act*, S.A. 2003, c. P-6.5. (Alberta) and *An Act respecting the protection of personal information in the private sector*, R.S.Q., c. P-39.1. (Québec), and this Order shall be sufficient to authorize the disclosure of this information for the purposes of carrying out this Order, without the knowledge or consent of the individual 2005 Main SERP Participants and the Additional SERP Participants. For clarity, Royal Trust's obligation to provide information in its possession shall only apply where such information cannot reasonably be obtained from the Company.

DIRECTIONS REGARDING TRUSTEES' COSTS

27. THIS COURT DIRECTS that the Proposed Cost Allocation Methodology as described at para. 189 of the Roth Affidavit, and as further detailed in the Supplemental Roth Affidavit, is hereby approved and that Royal Trust is authorized to pay its costs incurred, and its reasonable and documented costs to be incurred, in respect of the HBC RCAs and the winding up thereof in accordance with the Proposed Cost Allocation Methodology, to be paid from the assets of the HBC RCAs before any assets are distributed to 2005 Main SERP Participants and the Additional SERP Participants.

MUTUAL COOPERATION AND RELEASES

28. THIS COURT ORDERS that Royal Trust, the Actuary, the Independent Pension Administrator, the Company, the Monitor, and ERC shall cooperate to give effect to these directions, and shall each provide such mutual assistance as may be reasonably necessary from time to time to carry out the directions in this Order and to enable the wind-up of the HBC Main RCA and the HBC Additional RCA to be completed in a timely and orderly manner, including, without limitation by:

(a) Sharing relevant information, subject to such reasonable confidentiality arrangements as the parties may enter into or reasonably require;

(b) Cooperating in good faith, including entering into such agreements as necessary, to resolve actual or potential disputes or address ambiguities; and

(c) Coordinating in advance of any future request for directions of this Court.

29. THIS COURT ORDERS that Royal Trust is authorized and directed to take instructions from the Company for the purposes of carrying out this Order based on the mutual agreement of ERC, the Company, and the Monitor with respect to such instruction, and to act and to instruct the Actuary, in accordance with any such instruction, without further direction or Order of this Court. Royal Trust and the Actuary, and any of their respective employees, advisors or representatives acting in such capacities, shall incur no liability or obligation as a result of carrying out such instructions, save and except for any gross negligence or wilful misconduct on their part, and shall not be liable for any claims or damages resulting from any errors or omissions in such mutual agreements of ERC, the Company, and the Monitor.

30. THIS COURT ORDERS that Royal Trust, the Actuary, the Independent Pension Administrator, and any of their respective employees, advisors or representatives acting in such capacities shall be entitled to rely on the books and records of the Company and any information provided by the Company or ERC, all without independent investigation.

31. THIS COURT ORDERS that the Monitor, the Company, Royal Trust, the Actuary, ERC, the Independent Pension Administrator, and their respective directors, officers, employees, agents, successors, assigns, legal counsel, and other advisors, shall incur no liability whatsoever as a result of the performance of their duties under this Order, save and except for gross negligence or wilful misconduct on their part.

GENERAL

32. THIS COURT DECLARES that this Order shall have full force and effect in all provinces and territories in Canada.

33. THIS COURT DIRECTS that ERC, Royal Trust, the Company, the Monitor, the Independent Pension Administrator, and any other party shall be entitled to apply to the Court for further directions and/or seek leave to vary this Order upon such terms and upon the giving of such notice in the form and manner as this Honourable Court may direct.

34. THIS COURT DECLARES that each of ERC, Royal Trust, the Company, the Monitor and the Independent Pension Administrator shall be authorized to apply as it may consider necessary or desirable, with or without notice, to any other court or administrative body, whether in Canada or elsewhere, for orders which aid and complement this Order. All courts and administrative bodies of all such jurisdictions are hereby respectfully requested to make such orders and to provide such assistance as may be deemed necessary or appropriate for that purpose.

35. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada to give effect to this Order

and to assist the parties and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance as may be necessary or desirable to give effect to this Order or to assist Royal Trust, the Actuary, ERC, the Company, the Monitor and the Independent Pension Administrator and their agents in carrying out the terms of this Order.

_____

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

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

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

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

ORDER
(Advice and Directions re: HBC Main RCA and HBC Additional RCA)

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Employee Representative Counsel

TAB 12

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE	)	FRIDAY, THE 25TH
	)	
JUSTICE STEELE	)	DAY OF SEPTEMBER, 2026

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF 1242939 B.C. UNLIMITED LIABILITY COMPANY, 1241423 B.C. LTD., 1330096 B.C. LTD., 1330094 B.C. LTD., 1330092 B.C. UNLIMITED LIABILITY COMPANY, 1329608 B.C. UNLIMITED LIABILITY COMPANY, 2745263 ONTARIO INC., 2745270 ONTARIO INC., SNOSPMIS LIMITED, 2472596 ONTARIO INC., AND 2472598 ONTARIO INC.

ORDER

(ADVICE AND DIRECTIONS RE: HBC MAIN RCA AND HBC ADDITIONAL RCA)

THIS MOTION, made by the Royal Trust Corporation of Canada ("**Royal Trust**") pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "***CCAA***") and s. 60 of the *Trustee Act*, RSO 1990, c T.23 was heard on this day at 330 University Avenue, Toronto, Ontario, and via videoconference.

ON READING the Notice of Motion of Royal Trust dated February 13, 2026, the affidavit of Susannah Roth sworn February 10, 2026 (the "**Roth Affidavit**") and the Exhibits thereto, the affidavit of Rita De Fazio affirmed July 17, 2026 (the "**July 17 De Fazio Affidavit**") and the Exhibits thereto, the supplementary affidavit of Rita De Fazio affirmed July 30, 2026 (the "**Supplementary De Fazio Affidavit**") and the Exhibits thereto, the factum of Employee Representative Counsel (as defined in the Employee Representative Counsel Order dated May 5, 2025, hereinafter "**ERC**"), the Supplemental Affidavit of Susannah Roth sworn July 24, 2026, the factum of Royal Trust, the ~~● of ●, the ●th~~Eighteenth Report of the Monitor dated September 18, 2026, and upon hearing the submissions of counsel for Royal Trust, the Monitor, ERC, TELUS Health (Canada) Ltd. (the "**Independent Pension Administrator**"), in its capacity as administrator of the Hudson's Bay Company Pension Plan (the "**Basic Plan**") , ~~and ●,~~ no one else making submissions for any other person on the service list or the media, although properly served as set out in the Affidavits of Service of Christine Hanycz dated July 17, 24, and ~~24~~31, 2026:

DEFINITIONS

1. THIS COURT ORDERS that unless otherwise indicated or defined herein, capitalized terms have the meanings given to them in the Roth Affidavit, the July 17 De Fazio Affidavit, or the Factum of ERC, as applicable. References to "Questions" herein refer to the Questions identified on the chart at para. 5 of the Roth Affidavit.

DIRECTION REGARDING ALL HBC RCAS

2. THIS COURT DIRECTS that, with respect to Question #3**,** the date of termination of the HBC SERPs is March 7, 2025 ("**Termination Date**").

DIRECTION REGARDING THE HBC MAIN RCA

3. THIS COURT ORDERS that, with respect to Question #2, in accordance with the terms of the HBC Main SERP Plan and the HBC Main RCA, the application of the assets in the HBC Main RCA shall be limited to benefits accrued up to November 10, 2005 under the terms of the HBC Main SERP Plan, and therefore the distribution of the assets in the HBC Main RCA shall be made only to Main SERP Participants with benefits accrued up to November 10, 2005 under the terms of the HBC Main SERP Plan (the "**2005 Main SERP Participants**") and to no other Main SERP Participants.

4. THIS COURT DIRECTS that:

   (a) The Actuary (as defined in the HBC Main RCA and the HBC Additional RCA), shall calculate the Termination Liability, as such term is defined in the HBC Main SERP Plan, for each 2005 Main SERP Participant up to the ~~SERP~~ Termination Date in accordance with art. 7 of the HBC Main SERP Plan (the "**Total Termination Liability**"); and

   (b) The Actuary shall calculate the portion of the Total Termination Liability that is attributable to benefits accrued up to November 10, 2005 under the terms of the HBC Main SERP Plan for each of the 2005 Main SERP Participants (the "**2005 Termination Liability**").

5. THIS COURT ORDERS that the distribution of assets in the HBC Main RCA shall be made to the 2005 Main SERP Participants on the basis of their respective 2005 Termination Liability calculations, or such *pro rated* amount as required in accordance with art. 7.04 of the HBC Main SERP Plan having regard to the sufficiency of the assets in the HBC Main RCA, and subject to applicable withholdings, costs and fees, provided that any such pro ration shall be based solely on each 2005 Main SERP Participant's 2005 Termination Liability relative to the aggregate 2005 Termination Liabilities of all 2005 Main SERP Participants (the "**2005 Main SERP Distribution**").

6. THIS COURT ORDERS that, in order to ensure compliance with art. 7.07 of the HBC Main SERP Plan, if there are any assets in the HBC Main RCA after satisfaction of the 2005 Termination Liability, such excess assets shall not be distributed except either upon further order of the Court or as provided in any agreement between the Monitor and ERC on behalf of the 2005 Main SERP Participants.

7. THIS COURT ORDERS that, in the event of an agreement with respect to excess HBC Main RCA assets in accordance with para. 6, Royal Trust is hereby authorized and directed to distribute any such excess assets in accordance with the terms of such agreement, and further that Royal Trust is authorized to make this distribution in the form of one or more payments, subject to applicable withholdings, costs and fees.

DIRECTION REGARDING THE HBC ADDITIONAL RCA

8. THIS COURT ORDERS that, with respect to Question #4 and Question #5, for the purposes of determining the benefits payable to the Additional SERP Participants, the Trustee and the Actuary are authorized and directed to proceed on the basis that there is no HBC Additional SERP plan text, and are authorized and directed to determine the benefits payable to the Additional SERP Participants in accordance with the HBC Main SERP Plan.

9. THIS COURT DECLARES that, with respect to Question #7, subject to art. 7.07 of the HBC Main SERP Plan, the Additional SERP Participants are the only HBC Main SERP Participants entitled to the assets in the HBC Additional RCA, and that distribution of the assets in the HBC Additional RCA shall therefore be made only to the Additional SERP Participants in accordance with this Order.

10. THIS COURT DIRECTS that the Actuary shall calculate the Additional SERP Participants' Termination Liability based on benefits accrued under the HBC Main SERP Plan on and after November 10, 2005, to their Change of Control Termination Dates, as such term is defined under the HBC Main SERP Plan, such dates being July 17, 2008, and June 30, 2010, respectively (the "**Post-2005 Termination Liability**").

11. THIS COURT DECLARES that, with respect to Question #6, the Additional SERP Participants are entitled to security in excess of what the HBC Main RCA provides, which was provided by the HBC Additional RCA.

12. THIS COURT ORDERS that, subject to paras. 14 and 15 below, the distribution of assets in the HBC Additional RCA shall be made to the Additional SERP Participants in the amount of their respective Post-2005 Termination Liability, or such *pro rated* amount as required in accordance with art. 7.04 of the HBC Main SERP Plan having regard to the sufficiency of the assets in the HBC Additional RCA, and subject to applicable withholdings, costs and fees, provided that any such pro ration shall be based solely on each Additional SERP Participant's Post-2005 Termination Liability relative to the aggregate Post-2005 Termination Liabilities of all Additional SERP Participants (the "**Initial Additional SERP Distribution**").

13. THIS COURT DIRECTS that, with respect to Question #8, the methodology for allocating the assets under the HBC Additional RCA should include only the Additional SERP Participants' Post-2005 Termination Liability.

14. THIS COURT ORDERS that, with respect to Question #9, in order to ensure compliance with art. 7.07 of the HBC Main SERP Plan, if there are any assets in the HBC Additional RCA after satisfaction of the Post-2005 Termination Liability, such assets shall not be distributed except either upon further order of the Court or as directed in any agreement between the Monitor and ERC on behalf of the Additional SERP Participants.

15. THIS COURT ORDERS that, in the event of an agreement with respect to excess HBC Additional RCA assets in accordance with para. 14, Royal Trust is hereby authorized and directed to distribute any such excess assets in accordance with the terms of such agreement, and further that Royal Trust is authorized and directed to make this distribution in the form of one or more payments, subject to applicable withholdings, costs and fees.

DIRECTION REGARDING CALCULATION METHODS

16. THIS COURT DIRECTS that, with respect to Question #10, the methodology set out at ~~paragraph~~para. 172 of the Roth Affidavit shall be used to calculate the Total Termination Liability, the 2005 Termination Liability, and the Post-2005 Termination Liability, pursuant to the HBC Main SERP Plan.

17. THIS COURT DIRECTS that, with respect to Question #11, based on the Termination Date, the actuarial assumptions in accordance with the CIA Recommendation applicable for March 2025 shall be used to complete the Conversion Calculation for each DC Active and Deferred Main SERP Participant in determining the Basic Plan Offset Pension and the RAA Offset Pension with respect to their Total Termination Liability, the 2005 Termination Liability and the Post-2005 Termination Liability.

DIRECTION RE SURPLUS DISTRIBUTIONS FROM THE HBC REGISTERED PENSION PLAN

18. THIS COURT ORDERS that, with respect to Question #1, Royal Trust is authorized and directed to distribute the assets from the HBC Main RCA and the HBC Additional RCA in accordance with this Order prior to a final settlement or determination of what amounts, if any, the 2005 Main SERP Participants and Additional SERP Participants are entitled to receive from the surplus in the Basic Plan (the "**Surplus Payment**"). Following the final distribution of assets from the HBC Main RCA and the HBC Additional RCA, Royal Trust and the Actuary will have no further, other or additional obligation whatsoever to the Main SERP Participants, the Additional SERP Participants, or the Company, the Basic Plan, the Independent Pension Administrator, the Monitor or any of each of their executors, administrators, attorneys, beneficiaries, successors or assigns, nor shall ~~it~~they or either of them be required to take any further steps with respect to the HBC Main SERP Plan, the HBC Main RCA or the HBC Additional RCA. For greater certainty, the required steps in the following paras. 19 to 22 with respect to the treatment of the Basic Plan and any Surplus Payment will not be the responsibility of Royal Trust, and Royal Trust is authorized and

directed to distribute the assets from the HBC Main RCA and HBC Additional RCA as though Article 7.08 was not included in the text of the HBC Main SERP Plan, and Royal Trust will have no obligation with respect to the Basic Plan.

19. THIS COURT ORDERS that, subject to the terms of this Order, the Independent Pension Administrator shall calculate the 2005 Set Off Amount and the Additional SERP Set Off Amount (defined below), and that the fees and expenses incurred in relation thereto (including the fees and disbursements of advisors) for the Independent Pension Administrator, shall be paid from amounts available for Surplus Payments to the 2005 Main SERP Participants and the Additional SERP Participants.

20. THIS COURT ORDERS that the Independent Pension Administrator shall not make any distribution of a Surplus Payment from the Basic Plan to any 2005 Main SERP Participant (other than the Additional SERP Participants) unless and until the process set out below is complete:

(a) The Independent Pension Administrator shall calculate the set off to be deducted from the gross Surplus Payment (the "**2005 Set Off Amount**") for each 2005 Main SERP Participant, other than an Additional SERP Participant, in accordance with the following methodology:

(i) If the 2005 Main SERP Participant's 2005 Main SERP Distribution after fees and costs but before any taxes equals their Total Termination Liability, the 2005 Set Off Amount shall be the lesser of: (A) the Surplus Payment before any taxes and (B) the 2005 Main SERP Distribution before any taxes; and

(ii) If the 2005 Main SERP Participant's 2005 Main SERP Distribution after fees and costs but before any taxes is less than their Total Termination Liability, the 2005 Set Off Amount shall be the amount by which the Surplus Payment before any taxes exceeds the difference between 2005 Main SERP Participant's Total Termination Liability and their 2005 Main SERP Distribution after fees and costs but before any taxes, provided that the 2005 Set Off Amount shall not exceed the 2005 Main SERP Participant's 2005 Main SERP Distribution after fees and costs but before any taxes.

(b) Each 2005 Main SERP Participant (other than the Additional SERP Participants) for whom the Independent Pension Administrator determines there is a 2005 Set Off Amount shall be an "**Affected 2005 Main SERP Participant**";

(c) The Independent Pension Administrator shall provide the 2005 Set Off Amount for each Affected Main SERP Participant to the Monitor and ERC; and

(d) The Independent Pension Administrator is hereby directed to reduce the Affected 2005 Main SERP Participant's Surplus Payment by the 2005 Set Off Amount before making any Surplus Payment to the Affected 2005 Main SERP Participant, and the Independent Pension Administrator is further directed to pay the 2005 Set Off Amount to the Company in accordance with any Order of this Court with respect

to the distribution of surplus from the Basic Plan , and shall not be required to remit any 2005 Set Off Amount to the HBC Main RCA or to Royal Trust as Trustee of the HBC Main RCA.

21. THIS COURT ORDERS that the Independent Pension Administrator shall not make any distribution of a Surplus Payment from the Basic Plan to the Additional SERP Participants unless and until the process set out below is complete:

(a) The Independent Pension Administrator shall calculate the set off to be deducted from the gross Surplus Payment (the "**Additional SERP Set Off Amount**") for each Additional SERP Participant in accordance with the following methodology:

(i) If the Additional SERP Participant's combined Additional SERP Distribution and 2005 Main SERP Distribution, plus any further distributions from the HBC Additional RCA pursuant to an agreement with respect to excess HBC Additional RCA assets in accordance with para. 14, in each case after fees and costs but before any taxes, (the "**Total Distribution**") equals the Total Termination Liability, the Additional SERP Set Off Amount shall be the lesser of: (A) the Surplus Payment before any taxes and (B) the Total Distribution; and

(ii) If the Additional SERP Participant's Total Distribution is less than the Total Termination Liability, the Additional SERP Set Off Amount shall be the amount by which the Surplus Payment exceeds the difference between Additional SERP Participant's Total Termination Liability and their Total Distribution, provided that the Additional SERP Set Off Amount shall not exceed the Additional SERP Participant's Total Distribution.

(b) Each Additional SERP Participant for whom the Independent Pension Administrator determines there is an Additional SERP Set Off Amount shall be an "**Affected Additional SERP Participant**"; and

(c) The Independent Pension Administrator shall provide the Additional SERP Set Off Amount for each Affected Additional SERP Participant to the Monitor and ERC.

(d) The Independent Pension Administrator is hereby directed to reduce the Affected Additional SERP Participant's Surplus Payment by the Additional SERP Set Off Amount before making any Surplus Payment to the Affected Additional SERP Participant, and the Independent Pension Administrator is further directed to pay the Additional SERP Set Off Amount to the Company in accordance with any Order of this Court with respect to the distribution of surplus from the Basic Plan, and shall not be required to remit any Additional SERP Set Off Amount to the HBC Additional RCA or to Royal Trust as Trustee of the HBC Additional RCA.

22. THIS COURT ORDERS that upon completion of the processes set out in para. 20 and para. 21, above, the Independent Pension Administrator shall distribute the net Surplus Payments (if any) after the 2005 Set Off Amount or the Additional SERP Set Off Amount, as

applicable, to each 2005 Main SERP Participant and each Additional SERP Participant in accordance with any Order of this Court with respect to such Surplus Payments.

DIRECTIONS TO FACILITATE PAYMENT

23. THIS COURT ORDERS that (i) the Company (including, for avoidance of doubt, the Monitor on behalf of the Company) is authorized and directed to provide to Royal Trust and ERC the most recent information available with respect to the contact information of each 2005 Main SERP Participant and each Additional SERP Participant, their surviving spouse (if any), or their designated beneficiary or if none, their estate, (ii) ERC is authorized and directed to provide any updates to the contact information provided by the Company available in ERC's records and (iii) Royal Trust is authorized to obtain any updates to the contact information provided by the Company and ERC directly from each 2005 Main SERP Participant and each Additional SERP Participant, their surviving spouse (if any), or their designated beneficiary or if none, their estate ~~(the most recent updated contact information provided for such persons being the "**Designated Address**").~~ Royal Trust is authorized to obtain wire and/or electronic payment instructions from each 2005 Main SERP Participant, their surviving spouse (if any), or their designated beneficiary or if none, their estate (the "**Payment Particulars").**

24. THIS COURT ORDERS that Royal Trust is hereby authorized and directed to make payments to each 2005 Main SERP Participant in the amount of their respective 2005 Main SERP Distribution and each Additional SERP Participant's Initial Additional SERP Distribution. Royal Trust is further authorized and directed to make payments in respect of each 2005 Main SERP Participant and Additional SERP Participant's 2005 Main SERP Distribution and Initial Additional SERP Distribution ~~(defined below)~~ in the form of one or more payments by wire or electronic funds transfer to each 2005 Main SERP Participant and Additional SERP Participant, their surviving spouse (if any), or their designated beneficiary or if none, their estate, in accordance with their Payment Particulars.

25. THIS COURT ORDERS that in the event that Royal Trust elects to distribute the 2005 Main SERP Distribution and/or Initial Additional SERP Distribution in the form of two or more payments as contemplated in para. 24:

(a) Royal Trust shall comply with Art. 3.1.9 of the HBC Main Trust Agreement and/or the HBC Additional Trust Agreement up until the first payment of the 2005 Main SERP Distribution and/or Initial Additional SERP Distribution;

(b) Thereafter, Royal Trust may, with the consent of the Monitor and ERC, liquidate any outstanding investments and hold the remaining assets of the HBC Main RCA and/or HBC Additional RCA, as the case may be, in a separate non-interest bearing account until the wind up of the HBC Main RCA and/or the HBC Additional RCA, as the case may be, for the purpose of facilitating their orderly wind up, provided that Royal Trust, the Monitor and ERC are of the reasonable view that taking such step would be in the best economic interest of the 2005 Main SERP Participants or Additional SERP Participants (as applicable), taking into account the costs

associated with continuing to invest the remaining assets of the HBC Main RCA and HBC Additional RCA (as applicable); and

(c) Royal Trust, the Monitor, ERC, and any of their respective employees, advisors or representatives acting in such capacities, shall incur no liability or obligation as a result of the liquidation of investments contemplated in this paragraph and any loss of interest from the date of liquidation to the final distribution of assets, save and except for any gross negligence or willful misconduct on their part.

~~25.~~26. THIS COURT ORDERS that pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5., the Company, the Monitor, Royal Trust, and ERC shall provide the names, last known addresses and last known telephone numbers and e-mail addresses (if any) of the 2005 Main SERP Participants and the Additional SERP Participants, and such other information as may reasonably be required to carry out this Order, to the Actuary, Royal Trust, and the Independent Pension Administrator as the case may be, and that in providing all such information, the Company, the Monitor, ERC and Royal Trust are not required to obtain express consent from the 2005 Main SERP Participants and the Additional SERP Participants authorizing disclosure of such information for the purposes of this Order and, further, in accordance with *PIPEDA*, the *Personal Information Protection Act*, S.B.C. 2003, c. 63 (British Columbia), the *Personal Information Protection Act*, S.A. 2003, c. P-6.5. (Alberta) and *An Act respecting the protection of personal information in the private sector*, R.S.Q., c. P-39.1. (Québec), and this Order shall be sufficient to authorize the disclosure of this information for the purposes of carrying out this Order, without the knowledge or consent of the individual 2005 Main SERP Participants and the Additional SERP Participants. For clarity, Royal Trust's obligation to provide information in its possession shall only apply where such information cannot reasonably be obtained from the Company.

DIRECTIONS REGARDING TRUSTEES' COSTS

~~26.~~27. THIS COURT DIRECTS that the Proposed Cost Allocation Methodology as described at para. 189 of the Roth Affidavit, and as further detailed in the Supplemental Roth Affidavit, is hereby approved and that Royal Trust is authorized to pay its costs incurred, and its reasonable and documented costs to be incurred, in respect of the HBC ~~RCA Trusts~~RCAs and the winding up thereof in accordance with the Proposed Cost Allocation Methodology, to be paid from the assets of the HBC RCAs before any assets are distributed to 2005 Main SERP Participants and the Additional SERP Participants.

MUTUAL COOPERATION AND RELEASES

~~27.~~28. THIS COURT ORDERS that Royal Trust, the Actuary, the Independent Pension Administrator, the Company, the Monitor, and ERC shall cooperate to give effect to these directions, and shall each provide such mutual assistance as may be reasonably necessary from time to time to carry out the directions in this Order and to enable the wind-up of the HBC Main RCA and the HBC Additional RCA to be completed in a timely and orderly manner, including, without limitation by:

(a) Sharing relevant information, subject to such reasonable confidentiality arrangements as the parties may enter into or reasonably require;

(b) Cooperating in good faith, including entering into such agreements as necessary, to resolve actual or potential disputes or address ambiguities; and

(c) Coordinating in advance of any future request for directions of this Court.

~~28.~~29. THIS COURT ORDERS that Royal Trust is authorized and directed to take instructions from the Company for the purposes of carrying out this Order based on the mutual agreement of ERC, the Company, and the Monitor with respect to such instruction, and to act and to instruct the Actuary, in accordance with any such instruction, without further direction or Order of this Court. Royal Trust and the Actuary, and any of their respective employees, advisors or representatives acting in such capacities, shall incur no liability or obligation as a result of carrying out such instructions, save and except for any gross negligence or wilful misconduct on their part, and shall not be liable for any claims or damages resulting from any errors or omissions in such mutual agreements of ERC, the Company, and the Monitor.

~~29.~~30. THIS COURT ORDERS that Royal Trust, the Actuary, the Independent Pension Administrator, and any of their respective employees, advisors or representatives acting in such capacities shall be entitled to rely on the books and records of the Company and any information provided by the Company or ERC, all without independent investigation.

~~30.~~31. THIS COURT ORDERS that the Monitor, the Company, Royal Trust, the Actuary, ERC, the Independent Pension Administrator, and their respective directors, officers, employees, agents, successors, assigns, legal counsel, and other advisors, shall incur no liability whatsoever as a result of the performance of their duties under this Order, save and except for gross negligence or wilful misconduct on their part.

GENERAL

~~31.~~32. THIS COURT DECLARES that this Order shall have full force and effect in all provinces and territories in Canada.

~~32.~~33. THIS COURT DIRECTS that ERC, Royal Trust, the Company, the Monitor, the Independent Pension Administrator, and any other party shall be entitled to apply to the Court for further directions and/or seek leave to vary this Order upon such terms and upon the giving of such notice in the form and manner as this Honourable Court may direct.

~~33.~~34. THIS COURT DECLARES that each of ERC, Royal Trust, the Company, the Monitor and the Independent Pension Administrator shall be authorized to apply as it may consider necessary or desirable, with or without notice, to any other court or administrative body, whether in Canada or elsewhere, for orders which aid and complement this Order. All courts and administrative bodies of all such jurisdictions are hereby respectfully requested to make such orders and to provide such assistance as may be deemed necessary or appropriate for that purpose.

~~34.~~35. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada to give effect to this Order and to assist the parties and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance as may be necessary or desirable to give effect to this Order or to assist Royal Trust, the Actuary, ERC, the Company, the Monitor and the Independent Pension Administrator and their agents in carrying out the terms of this Order.

_____

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

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

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

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

ORDER
(Advice and Directions re: HBC Main RCA and HBC Additional RCA)

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Employee Representative Counsel

TAB 13

F. NECESSITY OF A REDACTION ORDER

23. In seeking instructions, the Additional SERP Participants have advised and I do believe that they are apprehensive about their identities, their compensation, and other details of their employment being released to their former colleagues and to the public when this information is not necessary to determine the issues in the RT Motion. Indeed, the Additional SERP Participants' names were redacted from the schedule to the HBC Additional RCA Trust Agreement that Royal Trust filed in the RT Motion and are not otherwise mentioned in Royal Trust's motion record. They are referred to exclusively therein as the Additional SERP Participants.

24. The redactions to the Personal Information are necessary to protect the Additional SERP Participants' identities. The group of individuals who are eligible for defined benefits under the HBC Main SERP Plan numbers less than 300. The Additional SERP Participants have advised and I do believe, that many of these individuals are known to each other.

25. ERC shares the concerns of the Additional SERP Participants and does not believe that their identities and personal compensation information should be exposed to their former colleagues or other individuals when that information is not necessary to resolve the issues brought before the Court by Royal Trust.

26. Furthermore, in these proceedings, other individuals have received communications suggesting that they may face frivolous or vexatious litigation should their identities be revealed. In particular, with respect to the Hardship Programs motion heard February 11, 2025, an individual on the Service List, Robert Rene Turpin, suggested that he would take legal action to hold the Trustees of the Zellers Limited Health and Welfare Trust "personally liable" for unjust enrichment in relation to the assets in that trust fund, over which the Monitor reported that Mr. Turpin had no

legitimate or credible claim. The Monitor's assessment of Mr. Turpin's objections to that motion were reported in its Thirteenth Report, which appended copies of correspondence from Mr. Turpin in relation to that motion as Appendix C to the Monitor's Thirteenth Report. At para. 42(a) of its endorsement with respect to the sealing order granted in relation to the Hardship Programs, the Court recognized that the "threats of retaliation" received by the Trustees was a relevant factor to be considered in sealing their identities.

27. I affirm this affidavit in support of ERC's position on this motion and for no other or improper purpose.

AFFIRMED remotely by Rita De Fazio in the City of Toronto before me at the City of Toronto on July 17, 2026 in accordance with O. Reg 431/20, *Administering Oath or Declaration Remotely*



A Commissioner for taking Affidavits *(or as may be)*



Rita De Fazio

TAB 14

Signage Removal

3.19 As of the date of this Report, the Monitor understands that signage removal has been completed at all but eight former store locations. Of these remaining eight locations: (a) removal work is being competed by the respective landlords for four of the stores; and (b) the Company is coordinating the removal work at the other four stores, which process is dependent upon receipt of municipal permits prior to advancing the work.

Saks Global Chapter 11 Proceedings

3.20 On January 13 and 14, 2026, Saks Global Enterprises LLC ("**Saks Global**") and 112 affiliated companies filed voluntary petitions for relief under Chapter 11 before the United States Bankruptcy Court for the Southern District of Texas (the "**Saks Global Chapter 11 Proceedings**"). As noted in prior Monitor's Reports, Saks Global and the Applicants historically shared certain services, and the shared services have been discussed and managed between the Applicants and Saks Global, in consultation with the Monitor, throughout these CCAA Proceedings. The Saks Global Chapter 11 Proceedings may have an impact on shared services going forward. The Monitor will keep the Court apprised of developments in the Saks Global Chapter 11 Proceedings that it views as relevant to these CCAA Proceedings.

Correspondence with Mr. Turpin

3.21 Since January 4, 2026, the Monitor has received a significant volume of correspondence from an individual who has identified himself as Robert Rene Turpin ("**Mr. Turpin**"). In this correspondence, which has been directed at various times to the Monitor and its

counsel, counsel to the Applicants, this Court's staff (often addressed directly to the presiding judge), various governmental entities, and the entire CCAA service list, Mr. Turpin has, among other things:

(a) made various unsubstantiated assertions, including that he has a proprietary interest in the Charter and various of the Applicants' art and artifacts;

(b) requested significant accommodations from the Monitor, the Applicants, and the Court, including requesting that all proceedings be conducted in writing; and

(c) purported to object to various actions in these CCAA Proceedings, including the sale of the Charter (which had closed before Mr. Turpin first contacted the Monitor), and most recently, the Represented Employees' motion for the Hardship Programs Order.

3.22 The Monitor has written to Mr. Turpin repeatedly to, among other things:

(a) confirm that the Monitor has been unable to verify his claims;

(b) request that he provide specific evidence to substantiate his assertions;

(c) acknowledge his requests for written communication;

(d) offer to have a call or virtual meeting, which he declined;

(e) inform him that it is inappropriate to directly contact the Court or any judge in ongoing proceedings;

(f) advise that a number of historical records and artifacts of the Applicants had been donated to the Hudson's Bay Company Archives (the "**HBCA**"), which forms part of

the Archives of Manitoba, and provide a link to the HBCA's website, which offers contact information and tools to search the archival records;

(g) provide copies of the Charter AVO and Charter Endorsement, along with copies of the Report filed by the Monitor in connection with the Charter AVO and a link to the Monitor's website where all materials can be accessed;

(h) confirm that the Charter Transaction has closed, that the appeal period has expired, and that the proceeds from Charter Transaction have been distributed; and

(i) confirm that his written objection to the Hardship Programs Motion would be included with this Report.

3.23 Copies of all of the correspondence involving Mr. Turpin and the Monitor, including all such correspondence in which the Monitor is copied, are attached hereto as **Appendix "C"**.

3.24 As of the date of this Report, despite the voluminous correspondence, the Monitor is not aware of any evidence to substantiate Mr. Turpin's claims, and does not believe that Mr. Turpin has articulated a legitimate or credible basis to object to the Hardship Programs Order. Mr. Turpin has reiterated his demand for "written proceedings" for the February 11th hearing.

cannot be deemed consensual if a major stakeholder with a prior-filed claim remains unaddressed.

Para 1(i) (Liability Release) vs. Fiduciary Breach:

- **Discrepancy:** The Motion seeks to release the Trustees and Monitor from all present and future liability.
- **Retaliation:** This request is a bad-faith attempt to immunize the Applicants from the consequences of the **Manitoba Ombudsman Investigation**. Under **Equity Law**, the Court cannot grant a release of liability while an administrative body is investigating the fraudulent nature of the underlying asset transfer (1994).

Para 25 (Sealing Order) vs. Open Court Principle:

- **Discrepancy:** Applicants seek to seal the names of Trustees and confidential information.
- **Retaliation:** Sealing the names of Trustees prevents me from holding them personally liable for the **Unjust Enrichment** of third parties at the expense of my lineage. Under the **Charter of Rights and Freedoms**, the "Open Court Principle" must prevail unless there is a risk of serious harm, which has not been proven here.

III. APPLICABLE SECTIONS OF LAW FOR COURT REVIEW

1. **CCAA, Section 11 & 11.02:** The Court's power to stay or authorize proceedings is subject to the requirement of "Good Faith." Proceeding with a distribution while ignoring a $30M verified lineage claim constitutes a breach of the **Duty of Good Faith**.
2. **The Constitution Act, 1982, Section 35:** Protects the inherent rights of Royal Métis descendants. Any court order that liquidates assets connected to this lineage without specific adjudication is **Ultra Vires** (beyond the court's power).
3. **Ontario Human Rights Code, R.S.O. 1990:** The Court has a mandatory duty to accommodate the Applicant's disabilities (ADHD, Dyslexia) by ensuring all proceedings regarding this Trust are handled through **Written Briefing** and not verbal Zoom hearings.
4. **The Principle of Restitution (Unjust Enrichment):** As established in **Garland v. Consumers' Gas Co.**, the Applicants cannot use "Juristic Reason" (bankruptcy) to justify the enrichment of their estate at the expense of the Turpin Birthright.

SIGNED: Crown Prince Robert Rene Turpin

Thunder Bay, Ontario, Canada

February 4, 2026

On Wed, Feb 4, 2026, 5:54 p.m. Christine Hanycz <chanycz@upfhlaw.ca> wrote:

> To the Service List:
>
> Good Evening,

TAB 15

6.3 The information redacted from the Employment Contracts is limited to personal information for the relevant employees – the key terms of the Employment Contracts are not redacted. The Monitor does not believe that any stakeholder is prejudiced by the limited redactions applied in the circumstances, and notes that this Court has granted similar relief in granting sealing Orders for personal details of employees filed in connection with: (i) the key employee retention plan; and (ii) the Hardship Programs Order granted on February 13, 2026. The Monitor is therefore supportive of the Redaction Order and believes that the relief sought therein is reasonable and appropriate in the circumstances.

7.0 CONCLUSIONS AND RECOMMENDATIONS

7.1 For the reasons set out in this Eighteenth Report, the Monitor respectfully requests that this Court grant the HBC RCA Direction Order and the Redaction Order.

All of which is respectfully submitted to the Court this 18th day of September, 2026.

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

Per: _____
Alan J. Hutchens
Senior Vice-President

Per: _____
Greg A. Karpel
Co-President

TAB 16

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE	)	_____, THE __TH
	)	
JUSTICE KIMMEL	)	DAY OF JULY, 2026

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF 1242939 B.C. UNLIMITED LIABILITY COMPANY, 1241423 B.C. LTD., 1330096 B.C. LTD., 1330094 B.C. LTD., 1330092 B.C. UNLIMITED LIABILITY COMPANY, 1329608 B.C. UNLIMITED LIABILITY COMPANY, 2745263 ONTARIO INC., 2745270 ONTARIO INC., SNOSPMIS LIMITED, 2472596 ONTARIO INC., AND 2472598 ONTARIO INC.

ORDER

THIS MOTION, made by the Represented Employees, as represented by Employee Representative Counsel (each as defined in the Employee Representative Counsel Order dated May 5, 2025, and Employee Representative Counsel hereinafter "**ERC**") pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "***CCAA***") was heard on this day at 330 University Avenue, Toronto, Ontario, and via videoconference.

ON READING the Notice of Motion of the Represented Employees dated July 17, 2026, the affidavit of Rita De Fazio affirmed July 17, 2026 (the "**De Fazio Affidavit**") and the Exhibits thereto, and the factum of ERC, no one else making submissions for any other person on the service list or the media, although properly served:

DEFINITIONS

1. THIS COURT ORDERS that unless otherwise indicated or defined herein, capitalized terms have the meanings given to them in the De Fazio Affidavit.

REDACTION ORDER

2. THIS COURT ORDERS that ERC may serve on the Service List and file a Supplementary Responding Motion Record containing a redacted copy of the Employment Contracts, in the form appended as Exhibit C to the De Fazio Affidavit.

_____

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

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

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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Employee Representative Counsel