

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

THE HONOURABLE )  
 )  
JUSTICE KIMMEL ) MONDAY, THE 4<sup>TH</sup>  
 DAY OF MAY, 2026

B E T W E E N:

**RIOCAN REAL ESTATE INVESTMENT TRUST, RIOCAN HOLDINGS INC., RIOCAN HOLDINGS (OAKVILLE PLACE) INC., RIOCAN PROPERTY SERVICES TRUST, RC HOLDINGS II LP, RC NA GP 2 TRUST and RIOCAN FINANCIAL SERVICES LIMITED**

Applicants

-and-

**2455034 ONTARIO LIMITED PARTNERSHIP, 2455034 ONTARIO INC., 2491815 ONTARIO LIMITED PARTNERSHIP, 2491815 ONTARIO INC., 2491816 ONTARIO LIMITED PARTNERSHIP, 2491816 ONTARIO INC., 2681842 ONTARIO LIMITED PARTNERSHIP, 2681845 ONTARIO INC., 2681842 ONTARIO INC.**

Respondents

**IN THE MATTER OF AN APPLICATION UNDER SECTION 243(1) OF THE BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, c. B-3, AS AMENDED; and SECTION 101 OF THE COURTS OF JUSTICE ACT, R.S.O. 1990, c. C.43, AS AMENDED**

**APPROVAL AND VESTING ORDER  
(OTTAWA APS)**

**THIS MOTION**, made by FTI Consulting Canada Inc., as receiver and manager (in such capacity, the "**Receiver**") of the assets, undertakings and properties of, among others, 2681845 Ontario Inc. ("**Ottawa Nominee**"), 2681842 Ontario Limited Partnership ("**Ottawa LP**") and 2681842 Ontario Inc. ("**Ottawa GP**", and together with Ottawa Nominee and Ottawa LP, "**RC-HBC Ottawa**"), for an Order, among other things:

- (a) approving the transaction (the "**Ottawa Transaction**") contemplated by an agreement of purchase and sale between the Receiver and 2808771 Ontario Limited

(the “**Purchaser**”) dated March 19, 2026, as amended by an amendment to agreement of purchase and sale dated March 30, 2026 (collectively, the “**Ottawa APS**”), each as appended to the Sixth Report of the Receiver dated April [27], 2026 (the “**Sixth Report**”), and vesting in the Purchaser RC-HBC Ottawa’s rights, title and interests in and to the Purchased aAssets described(as defined in the Ottawa APS-  
~~(collectively, the “**Purchased Assets**”);~~

- (b) authorizing the Receiver to make a payment to CBRE Limited (“**CBRE**”) of CBRE’s brokerage fees in respect of the Ottawa Transaction; and
- (c) sealing confidential appendices [●]“D”, “E”, “J”, “K”, “L” and [●]“M” to the Sixth Report (the “**Confidential Appendices**”) ~~pending the completion of the Ottawa Transaction or further order of the Court,~~

was heard this day by judicial videoconference via Zoom.

**ON READING** the Notice of Motion, the Sixth Report, and on hearing the submissions of counsel for the Receiver and such other counsel as were present, no one else appearing although duly served as appears from the AffidavitLawyer’s Certificate of Service of [Sophie-  
Webb] sworn [●] Evan Cobb, dated April 28, 2026, filed:

## **SERVICE AND DEFINITIONS**

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record herein is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.
2. **THIS COURT ORDERS** that any capitalized term used and not defined herein shall have the meaning ascribed thereto in the Sixth Report.

## APPROVAL OF THE OTTAWA TRANSACTION

3. **THIS COURT ORDERS** that the Ottawa Transaction is hereby approved and the execution of the Ottawa APS, *nunc pro tunc*, by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Ottawa Transaction and for the conveyance of the Purchased Assets to the Purchaser.

4. **THIS COURT ORDERS** that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as Schedule "A" hereto (the "**Receiver's Certificate**"), all of RC-HBC Ottawa's rights, title and interests in and to the Purchased Assets ~~described in the Ottawa APS~~ (including RC-HBC Ottawa's right, title and interest in the [real](#) property listed on Schedule "D" hereto and without limiting the generality of the foregoing, RC-HBC Ottawa's leasehold interest created pursuant to the City of Ottawa Lease Related Agreements (as defined in the Ottawa APS)) shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Receivership Order of the Honourable Justice Osborne dated June 3, 2025, as amended on July 31, 2025 (the "**Appointment Order**"); (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; and (iii) those Claims listed on Schedule "B" [and "B1"](#) hereto (all of which are collectively referred to as the

“**Encumbrances**”, which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule “C”, all of which are collectively referred to as the “**Permitted Encumbrances**”) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

5. **THIS COURT ORDERS** that upon the registration in the Land Registry Office for the Land Titles Division of Ottawa-Carleton of an Application for Vesting Order in the form prescribed by the *Land Titles Act*, the Land Registrar is hereby directed to:

(a) enter the Purchaser as the owner of the subject real property identified in Schedule “D” hereto (the “**Real Property**”) in fee simple, and is hereby directed to delete and expunge from ~~(i) title to the Real Property and (ii) title to the lands subject to the City of Ottawa Lease Related Agreements of~~ all of the Claims listed in Schedule “B” hereto; and,

(b) delete and expunge from title to the lands legally described as PIN 04215-0144 (LT), PT GEORGE STREET, PL 42482, PART 1, 5R6343, CLOSED BY NS155733; FREIMAN STREET, PL 42482, PART 1, 5R5514, CLOSED BY NS119631 (FORMERLY MOSGROVE ST); OTTAWA, all of the Claims listed in Schedule “B1” hereto.

6. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims and Encumbrances, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Receiver’s Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and

remained in the possession or control of the person having that possession or control immediately prior to the sale.

7. **THIS COURT ORDERS AND DIRECTS** the Receiver to file with the Court a copy of the Receiver's Certificate, forthwith after delivery thereof.

#### **PAYMENT OF BROKERAGE FEES**

8. **THIS COURT ORDERS** that the Receiver is hereby authorized to pay CBRE its fees and disbursements in respect of the Ottawa Transaction from the proceeds of sale thereof.

#### **SEALING**

9. **THIS COURT ORDERS** that the Confidential Appendices shall be sealed, kept confidential and not form part of the public record pending ~~completion of the Ottawa Transaction or until further Order of this Court.~~

a) in the case of the CBRE Listing Agreements, further Order of the Court;

b) in the case of the Confidential Bid Summary, *completion of the Ottawa Transaction*, the Vancouver Transaction, the Calgary Transaction and the Devonshire Transaction, or further Order of the Court; and

c) in the case of the unredacted Ottawa APS, Calgary APS, Vancouver APS, or Devonshire APS, pending completion of the applicable transaction or further Order of the Court.

#### **INCREASE TO BORROWING LIMIT**

10. **THIS COURT ORDERS** that paragraph 30 of the Appointment Order granted in these proceedings and dated June 3, 2025, is hereby amended to delete: "CA\$20 million (or such

greater amount as this Court may by further Order authorize)", and insert in its place: "CA\$30 million (or such greater amount as this Court may by further Order authorize)".

## **GENERAL**

11. **THIS COURT ORDERS** that, notwithstanding:

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) (the "**BIA**") in respect of the RC-HBC Ottawa entities and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of the RC-HBC Ottawa entities;

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

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

13. **THIS COURT HEREBY REQUESTS** the aid and recognition of any Court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give

effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Receiver in any foreign proceeding, or to assist the Receiver and its agents in carrying out the terms of this Order.

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**Schedule "A"**  
**Form of Receiver's Certificate**

Court File No. CV-25-00744295-00CL

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

B E T W E E N:

**RIOCAN REAL ESTATE INVESTMENT TRUST, RIOCAN HOLDINGS INC.,  
RIOCAN HOLDINGS (OAKVILLE PLACE) INC., RIOCAN PROPERTY  
SERVICES TRUST, RC HOLDINGS II LP, RC NA GP 2 TRUST and RIOCAN  
FINANCIAL SERVICES LIMITED**

Applicants

-and-

**2455034 ONTARIO LIMITED PARTNERSHIP, 2455034 ONTARIO INC.,  
2491815 ONTARIO LIMITED PARTNERSHIP, 2491815 ONTARIO INC.,  
2491816 ONTARIO LIMITED PARTNERSHIP, 2491816 ONTARIO INC.,  
2681842 ONTARIO LIMITED PARTNERSHIP, 2681845 ONTARIO INC.,  
2681842 ONTARIO INC.**

Respondents

**IN THE MATTER OF AN APPLICATION UNDER SECTION 243(1) OF THE  
BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, c. B-3, AS  
AMENDED; and SECTION 101 OF THE COURTS OF JUSTICE ACT, R.S.O.  
1990, c. C.43, AS AMENDED**

**RECEIVER'S CERTIFICATE**

**RECITALS**

A. Pursuant to an Order of the Honourable Justice Osborne of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated June 3, 2025 as amended on July 31, 2025 (the "**Appointment Order**"), FTI Consulting Canada Inc. was appointed as receiver and manager (in such capacity, the "**Receiver**") of the assets, undertakings and properties of, among others, 2681845 Ontario Inc. ("**Ottawa Nominee**"), 2681842 Ontario Limited Partnership ("**Ottawa LP**") and 2681842 Ontario Inc. ("**Ottawa GP**", and together with Ottawa Nominee and Ottawa LP, "**RC-HBC Ottawa**").

B. Pursuant to an Order of the Court dated [●], 2026 (the "**Sale Approval Order**"), the Court, among other things, (i) approved the transaction (the "**Ottawa Transaction**") contemplated by an agreement of purchase and sale (the "**Ottawa APS**") between the Receiver

and 2808771 Ontario Limited (the “**Purchaser**”) dated March 19, 2026, as amended by an Amendment to Agreement of Purchase and Sale, dated March 30, 2026, (ii) authorized and approved the Receiver to execute and enter into the Ottawa APS, *nunc pro tunc*, and (iii) provided for the transfer to and vesting in the Purchaser of all of RC-HBC Ottawa’s rights, title and interests in and to the Purchased Assets, which vesting is to be effective upon the delivery by the Receiver to the Purchaser of this Receiver’s Certificate.

C. Unless otherwise indicated herein, capitalized terms have the meaning set out in the Sale Approval Order.

**THE RECEIVER CERTIFIES** the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Assets in accordance with the Ottawa APS;
2. The conditions to Closing as set out in sections 8.1 to 8.3 of the Ottawa APS have been satisfied or waived by the Receiver and the Purchaser; and
3. The Ottawa Transaction has been completed to the satisfaction of the Receiver.

This Receiver’s Certificate was delivered by the Receiver at \_\_\_\_\_ on [●], 2026.

**FTI CONSULTING CANADA INC.**, in its capacity as Court-appointed receiver and manager of 2681845 Ontario Inc., 2681842 Ontario Limited Partnership and 2681842 Ontario Inc., among others and not in its personal or corporate capacity

Per: \_\_\_\_\_  
Name: Jim Robinson  
Title: Senior Managing Director

**Schedule "B"**

**Specific Encumbrances to be Discharged**

Claims to be deleted and expunged from title to the Real Property

<b>Encumbrances to be discharged from title to the Real Property PIN 04215-0226 (LT)</b>					
<u>Reg. Num.</u>	<u>Date</u>	<u>Instrument Type</u>	<u>Amount</u>	<u>Parties from</u>	<u>Parties To</u>
<a href="#">CR500992</a>	<a href="#">1965/10/12</a>	<a href="#">Lease</a>	<a href="#">N/A</a>		<del>Instrument No.- CR500992, registered on October 12, 1965, being a Lease in favour of Niagara Finance Company Limited for a lease with a term ending December 31, 1970, subject to renewal term of five years</del>
<a href="#">CR586736</a>	<a href="#">1971/02/01</a>	<a href="#">Lease</a>	<a href="#">N/A</a>		<del>Instrument No.- CR586736, registered on February 1, 1971, being a Lease in favour of Bata Industries Limited for a term ending July 31, 1980</del>
<a href="#">CR634618</a>	<a href="#">1973/07/10</a>	<a href="#">Notice of Lease</a>	<a href="#">N/A</a>		<del>Instrument No.- CR634618, registered on July 10, 1973, being a Notice of Lease in favour of Solomon, Herschel Solomon for a term of ten years commencing August 1, 1970, with an option to renew for another ten years</del>
<a href="#">CR705255</a>	<a href="#">1977/03/10</a>	<a href="#">Notice of Lease</a>	<a href="#">N/A</a>		<del>Instrument No.- CR705255, registered on March 10, 1977, being a Notice of Lease in favour of Malabar Limited for a term ending July 31, 1981.</del>
<a href="#">OC2731156</a>	<a href="#">2024/10/03</a>	<a href="#">Charge</a>	<a href="#">\$61,000,000</a>	<a href="#">RIOCAN-HBC (Ottawa)</a>	<a href="#">Desjardins Financial Security Life</a>

**Encumbrances to be discharged from title to the Real Property PIN 04215-0226 (LT)**

				Holdings Inc.	Assurance Company
<a href="#">OC2731157</a>	<a href="#">2024/10/03</a>	<a href="#">Notice of Assignment of Rents General</a>	<a href="#">N/A</a>	<a href="#">RIOCAN-HBC (Ottawa) Holdings Inc.</a>	<a href="#">Desjardins Financial Security Life Assurance Company</a>
<a href="#">OC2731424</a>	<a href="#">2024/10/03</a>	<a href="#">Charge</a>	<a href="#">\$30,000,000</a>	<a href="#">RIOCAN-HBC (Ottawa) Holdings Inc.</a>	<a href="#">RioCan Financial Services Limited</a>
<a href="#">OC2731426</a>	<a href="#">2024/10/03</a>	<a href="#">Notice of Assignment of Rents General</a>	<a href="#">N/A</a>	<a href="#">RIOCAN-HBC (Ottawa) Holdings Inc.</a>	<a href="#">RioCan Financial Services Limited</a>
<b><u>PIN 04215-0143 (LT)</u></b>					
<a href="#">NS6583</a>	<a href="#">1978/03/02</a>	<a href="#">Notice of Lease</a>	<a href="#">N/A</a>		<del>Instrument No. NS6583 registered on March 2, 1978, being a Notice of Lease in favour of Hudson's Bay Company</del>
<a href="#">NS6584</a>	<a href="#">1978/03/02</a>	<a href="#">Notice of Lease</a>	<a href="#">N/A</a>		<del>Instrument No. NS6584 registered on March 2, 1978, being a Notice of Lease in favour of Hudson's Bay Company</del>
<a href="#">OC2731156</a>	<a href="#">2024/10/03</a>	<a href="#">Charge</a>	<a href="#">\$61,000,000</a>	<a href="#">RIOCAN-HBC (Ottawa) Holdings Inc.</a>	<del>Charge/Mortgage granted by Ottawa Nominee in favour of Desjardins Financial Security Life Assurance Company registered on October 3, 2024 as Instrument No. OC2731156</del>
<a href="#">OC2731157</a>	<a href="#">2024/10/03</a>	<a href="#">Notice of Assignment of Rents General</a>	<a href="#">N/A</a>	<a href="#">RIOCAN-HBC (Ottawa) Holdings Inc.</a>	<del>Notice of Assignment of Rents — General granted by Ottawa Nominee in favour of Desjardins Financial Security Life Assurance Company registered on October 3, 2024 as Instrument No. OC2731157</del>
<a href="#">OC2731424</a>	<a href="#">2024/10/03</a>	<a href="#">Charge</a>	<a href="#">\$30,000,000</a>	<a href="#">RIOCAN-HBC (Ottawa)</a>	<del>Charge/Mortgage granted by Ottawa</del>

**Encumbrances to be discharged from title to the Real Property [PIN 04215-0226 \(LT\)](#)**

				<a href="#">Holdings Inc.</a>	<del>Nominee in favour of RioCan Financial Services Limited registered on October 3, 2024 as Instrument No. OC2731424</del>
<a href="#">OC2731426</a>	<a href="#">2024/10/03</a>	<a href="#">Notice of Assignment of Rents General</a>	<a href="#">N/A</a>	<a href="#">RIOCAN-HBC (Ottawa) Holdings Inc.</a>	<del>Notice of Assignment of Rents — General granted by Ottawa Nominee in favour of RioCan Financial Services Limited on October 3, 2024 as Instrument No. OC2731426</del>

Schedule "B1"

Claims to be deleted and expunged from title to PIN 04215-0144 (LT)

<u>Reg. Num.</u>	<u>Date</u>	<u>Instrument Type</u>	<u>Amount</u>	<u>Parties from</u>	<del>Encumbrances to be discharged from title to the lands subject to the City of Ottawa Lease Related Agreements as legally described in PIN 04215-0144 (LT)</del> <u>Parties To</u>
<a href="#"><u>OC2731158</u></a>	<a href="#"><u>2024/10/03</u></a>	<a href="#"><u>Notice of Charge of Lease</u></a>	<a href="#"><u>\$61,000,000</u></a>	<a href="#"><u>RIOCAN-HBC (Ottawa) Holdings Inc.</u></a>	<del>Notice of Charge of Lease granted by Ottawa Nominee in favour of Desjardins Financial Security Life Assurance Company- registered on October 3, 2024 as Instrument No. OC2731158-</del>
<a href="#"><u>OC2731159</u></a>	<a href="#"><u>2024/10/03</u></a>	<a href="#"><u>Notice of Assignment of Rents – General</u></a>	<a href="#"><u>N/A</u></a>	<a href="#"><u>RIOCAN-HBC (Ottawa) Holdings Inc.</u></a>	<del>Notice of Assignment of Rents – General granted by Ottawa Nominee in favour of Desjardins Financial Security Life Assurance Company- registered on October 3, 2024 as Instrument No. OC2731159</del>
<a href="#"><u>OC2731425</u></a>	<a href="#"><u>2024/10/03</u></a>	<a href="#"><u>Notice of Charge of Lease</u></a>	<a href="#"><u>\$30,000,000</u></a>	<a href="#"><u>RIOCAN-HBC (Ottawa) Holdings Inc.</u></a>	<del>Notice of Charge of Lease granted by Ottawa Nominee in favour of RioCan Financial Services Limited- registered on October 3, 2024 as Instrument No. OC2731425</del>
<a href="#"><u>OC2731427</u></a>	<a href="#"><u>2024/10/03</u></a>	<a href="#"><u>Notice of Assignment of Rents – General</u></a>	<a href="#"><u>N/A</u></a>	<a href="#"><u>RIOCAN-HBC (Ottawa) Holdings Inc.</u></a>	<del>Notice of Assignment of Rents – General granted by Ottawa Nominee in favour of RioCan Financial Services Limited-</del>

					<del>registered on</del> <del>October 3, 2024 as</del> <del>Instrument No.</del> <del>OC2731427</del>
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**Schedule "C"**  
**Permitted Encumbrances<sup>1</sup>**

**General Encumbrances**

- (a) The reservations, limitations, exceptions, provisos and conditions, if any, expressed in any original grants from the Crown including, without limitation, the reservation of any royalties, mines and minerals in the Crown or in any other person.
- (b) Subdivision agreements, site plan control agreements, development agreements, heritage easements and agreements relating thereto, servicing agreements, utility agreements, permits, licenses, airport zoning regulations and other similar agreements with Governmental Authorities or private or public utilities affecting the development or use of any Purchased Assets.
- (c) Rail siding agreements or facility, cost sharing, servicing, reciprocal use or other similar agreements.
- (d) Any easements, servitudes, or rights-of-way in favour of any Governmental Authority, any private or public utility, any railway company or any adjoining owner.
- (e) Any unregistered easements, servitudes, rights-of-way or other unregistered interests or claims not disclosed by registered title in respect of the provision of utilities to the Purchased Assets.
- (f) Any rights of expropriation, access or use or any other similar rights conferred or reserved by applicable Law.
- (g) Encumbrances for real or immovable property taxes (which term includes charges, rates and assessments) or charges for electricity, power, gas, water and other services and utilities in connection with the Purchased Assets that have accrued but are not yet due and owing or, if due and owing, are adjusted for on Closing.
- (h) Restrictive covenants, private deed restrictions and other similar land use control agreements.
- (i) Minor encroachments by the Purchased Assets over neighbouring lands and/or permitted under agreements with neighbouring landowners and minor encroachments over the Purchased Assets by improvements of neighbouring landowners and/or permitted under agreements with neighbouring landowners.
- (j) The provisions of all applicable Laws, including by-laws, regulations, ordinances and similar instruments relating to development and zoning of the Property.

<sup>1</sup> Capitalized terms used in this schedule and not otherwise defined have the meanings given to them in the Ottawa APS

- (k) The exceptions and qualifications contained in Section 44(1) of the *Land Titles Act* (Ontario) (other than paragraphs 4, 6 and 11).
- (l) Security given to a public utility or any municipality or governmental or other public authority when required by the operations of the Purchased Assets in the ordinary course of business, including, without limitation, the right of the municipality to acquire portions of the Purchased Assets for road widening or interchange construction and the right of the municipality to complete improvements, landscaping or remedy deficiencies in any pedestrian walkways or traffic control or monitoring to be provided to the Purchased Assets.
- (m) Any minor title defects, irregularities, easements, servitudes, encroachments, rights-of-way or other discrepancies in title or possession relating to the Purchased Assets which would be disclosed by an up-to-date plan of survey, real property report, certificate of location, or technical description.
- (n) Permits, licenses, agreements, servitudes, easements, (including, without limitation, heritage easements and agreements relating thereto), restrictions, restrictive covenants, options, rights-of-way, public ways, rights in the nature of an easement or servitude and other similar rights in land granted to or reserved by other persons (including, without in any way limiting the generality of the foregoing, permits, licenses, agreements, easements, rights-of-way, sidewalks, public ways, and rights in the nature of easements or servitudes for sewers, drains, steam, gas and water mains or electric light and power or telephone and telegraph conduits, poles, wires and cables) (other than those described in paragraph (d) and (e) of this Schedule) which do not materially impair the current use, operation or marketability of the Purchased Assets.
- (o) Undetermined or inchoate liens incidental to construction, renovations or current operations, a claim for which shall not at the time have been registered against the Purchased Assets or of which notice in writing shall not at the time have been given to RC-HBC Ottawa pursuant to the *Construction Act* (Ontario) or similar legislation, and in respect of any of the foregoing cases, RC-HBC Ottawa has, where applicable, complied with the holdback or other similar provisions or requirements of the relevant construction contracts.
- (p) Any reference plans or plans registered pursuant to applicable legislation.
- (q) All Off-Title Compliance Matters (as defined in the Ottawa APS).
- (r) Any unregistered interests in the Purchased Assets of which the Purchaser has actual notice.
- (s) All options to purchase or similar rights relating to the Purchased Assets.
- (t) All instruments which are registered against title to a Purchased Assets: (i) as of the date that is one business day prior to the execution of the Ottawa APS; or (ii) otherwise agreed to by the Purchaser; or (iii) permitted by the Ottawa APS, except for those Encumbrances to be vested off pursuant to this Order.

## Specific Permitted Encumbrances

Instrument
Instrument No. CR509196, registered on May 2, 1966, being an Agreement in favour of The Corporation of the City of Ottawa related to the owner planning on encroaching onto City property for the purposes of building a cornice and underground vault
Instrument No. 4R599, registered on September 6, 1973, being a Plan of Reference
Instrument No. NS148318 registered on April 22, 1982, being an Agreement in favour of The Corporation of the City of Ottawa related to various services, works and facilities included in the development of the mall on the lands including landscaping works, site plan controls, sewer works and pedestrian works.
Instrument No. NS186931, registered on April 18, 1983, being a Bylaw designating lands at 89 Rideau Street as being of historic and architectural value or interest
Instrument No. NS186932, registered on April 18, 1983, being a Bylaw designating lands at 91-95 Rideau Street as being of historic and architectural value or interest
Instrument No. 5R7512 registered on October 7, 1983, being a Plan of Reference
Instrument No. NS214585, registered on October 19, 1983, being an Agreement in favour of The Corporation of the City of Ottawa related to amendments to the plans previously approved under the site plan agreement
Instrument No. NS245344, registered on June 25, 1984, being an Agreement in favour of The City of Ottawa related to amendments to the plans previously approved under the site plan agreement
Instrument No. N328155, registered on March 6, 1986, being an Agreement between the owner of the property, the Hudson's Bay Company, as tenant of the property, and the owner of an adjoining property and related to the provision of a right of passage license for pedestrians to pass through an access connection between the neighbouring retail components
Instrument No. N677189, registered on November 9, 1993, being a Bylaw dedicating an area as a Heritage Conservation District
Instrument No. LT1156504, registered on October 15, 1998, being a Notice from Hudson's Bay Company Real Estate Limited to The Hydro Electric Commission of the City of Ottawa related to granting rights for a hydro vault for a term of fifty years from the date of execution of the agreement, with an option to renew for the remainder of the term of Hudson's Bay Company Real Estate Limited's lease.
Instrument No. OC579017, registered on April 4, 2006, being a Transfer from Ivanhoe Cambridge I Inc. to Hudson's Bay Company
Instrument No. OC2086121, registered on March 22, 2019, being a Transfer in the amount of \$2.00 from Hudson's Bay Company to RioCan-HBC (Ottawa) Holdings Inc.
Instrument No. OC2729002, registered on September 26, 2024, being a Bylaw designating lands at 73 Rideau Street as being of cultural heritage value or interest (excluding the interior of the building)

**Schedule "D"**  
**Purchased Assets**  
**Real Property**

- 4) ~~Certain lands and premises municipally known as 73, 85 and 87 Rideau Street, Ottawa, Ontario and legally described as-~~

1. PIN 04215-0226 (LT)

PART OF LOT F PLAN 42482, N/S RIDEAU ST., PARTS 1, 2, 3 AND 4 PLAN 4R-599, EXCEPT PART 1 PLAN 5R-9476; OTTAWA. S/T N328914, ~~being the whole of PIN 04215-0226 (LT) and-~~

2. PIN 04215-0143 (LT)

LTS C, D & E, PL 42482, N/S RIDEAU ST, EXCEPT PT 1, PL 4R-11766; OTTAWA, ~~being the whole of PIN 04215-0143 (LT) (the "Lands");~~

- 2) ~~All buildings and structures, improvements, appurtenances and fixtures, located on, in or under the Lands, but, for greater certainty, excluding any assets, property or undertaking of RC-HBC Ottawa other than the Purchased Assets (the "Buildings" and together with the Lands, the "Real Property");~~
- 3) ~~City of Ottawa Lease Related Agreements (as defined in the Ottawa APS); and~~
- 4) ~~All Inventory and FF&E left on the Real Property on the closing date of the Ottawa Transaction, excluding for greater certainty any items that display the name "Hudson's Bay Company", "HBC" or any related marks.~~

RIOCAN REAL ESTATE  
INVESTMENT TRUST, et al,  
Applicants

AND

2455034 ONTARIO LIMITED  
PARTNERSHIP, et al.  
Respondents

Court File No. CV-25-00744295-00CL

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

**APPROVAL AND VESTING ORDER**  
**(OTTAWA APS)**

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