

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN

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., and 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

**REPLY AFFIDAVIT OF DENNIS BLASUTTI
(sworn November 21, 2025)**

TABLE OF CONTENTS

A.	Structure of the Fairweather Transaction.....	- 2 -
B.	Fairweather's Plans for the <i>Ailes</i> Brand and for the Yorkdale Store.....	- 5 -
C.	Fairweather	- 10 -
	(i) Fairweather	- 11 -
	(ii) International Clothiers (INC).....	- 11 -
	(iii) Canada Weather Gear	- 11 -
	(iv) Wyrth	- 12 -
	(v) Zellers	- 12 -
	(vi) Designer Depot	- 13 -
	(vii) Les Ailes de la Mode	- 14 -
D.	Fairweather's Ability to Operate a Retail Department Store.....	- 15 -
E.	Yorkdale Shopping Centre.....	- 19 -
F.	Fairweather's Creditworthiness	- 20 -
G.	Leasehold Lender Agreement	- 22 -
H.	Oxford's Refusal to Consent.....	- 24 -

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN

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., and 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

**REPLY AFFIDAVIT OF DENNIS BLASUTTI
(sworn November 21, 2025)**

I, Dennis Blasutti, of the City of Toronto, in the Province of Ontario, MAKE OATH AND
SAY:

1. I am the Chief Financial Officer of RioCan Real Estate Investment Trust (the “**REIT**” and, together with its subsidiaries, “**RioCan**”).

2. This affidavit is further to the affidavit I swore in these proceedings on October 12, 2025 (my “**October Affidavit**”).

3. I have personal knowledge of the matters deposed to herein, save where I have obtained information from others or public sources. Where I have obtained information from others or public sources, I believe it to be true. Nothing in this affidavit is intended to limit or waive privilege.

4. I use the same capitalized terms in this affidavit as in my October Affidavit, except where I note otherwise.

5. As described in my October Affidavit, I understand that the proposed subtenant, Fairweather Ltd. (“**Fairweather**”), intends to use the *Les Ailes de la Mode* brand in Quebec and the shortened *Ailes* brand in Ontario, including for the proposed store at the Yorkdale Shopping Centre (“**Yorkdale**”). In this affidavit I refer to the *Les Ailes de la Mode* brand and the *Ailes* brand together simply as the *Ailes* brand.

A. Structure of the Fairweather Transaction

6. The affidavit of Nadia Corrado dated November 13, 2025 (the “**Oxford Affidavit**”) states: “The Receiver seeks to impose a structure on Oxford whereby the Head Lease of an insolvent tenant remains in place on some basis that is not disclosed, with the Proposed Fairweather Transaction being established as an entirely new sublease under the existing Head Lease. Oxford does not view the Proposed Fairweather Transaction as a *bona fide* sublease.”¹

¹ Oxford Affidavit, at para. 4.

7. I am not certain what Ms. Corrado means by “a *bona fide* sublease.” However, I can confirm that RioCan is acting in good faith and views the Fairweather Sublease Agreement and the Fairweather Transaction as the best (and perhaps only) means of preserving the Head Lease.

8. As described in my October Affidavit, the Head Lease is a long-term ground lease, which has a term extending to the year 2142 at the tenant’s option. In addition, the Head Lease has various other favourable tenant terms, including favourable rent, use controls, expansion rights and restrictions on the landlord’s ability to build.

9. The Head Lease is a material and significant asset of the JV. The JV’s audited financial statements for 2023 reflected a value ascribed to the Head Lease of approximately \$211 million. That value includes the value of the department store building, which the JV valued at approximately \$178.3 million. Pursuant to the Head Lease, that building is owned by the JV. If the Fairweather Sublease Agreement is not approved and the Head Lease is terminated, then pursuant to the terms of the Head Lease the building and other Leasehold Improvements could be transferred to Oxford for no additional consideration.

10. Although the value ascribed to the Head Lease for 2023 reflected the rent that was then expected to be paid by the then-current subtenant, a further source of value is the amount that would be paid by Oxford for the surrender of the Head Lease. I note that the Fifth Report of the Receiver sets out in a chart at paragraph 31 a number of historical lease surrender transactions that generated significant value to the tenant. An additional source of value is the income stream that the JV could earn through a more lucrative sublease or the purchase price in a transaction in which the Head Lease interest is assigned to a third party.

11. HBC's insolvency and subsequent liquidation necessitated these receivership proceedings and required the Receiver to find a replacement tenant for the Yorkdale Property on an expedited basis in order to preserve the Head Lease. To this end, the Receiver engaged RioCan Management Inc. to provide certain property management services, which services include, among other things, leasing services with respect to locating tenants for the JV Properties (upon the request and at the direction of the Receiver).

12. HBC's insolvency in March 2025 provided limited additional funding to HBC and proceeded with limited prior engagement with stakeholders regarding an organized consensual restructuring plan. The insolvency itself and HBC's subsequent liquidation, which followed in extremely short order, were unexpected to RioCan. This left the Receiver and RioCan with limited time and limited options for potential replacement tenants in the circumstances, particularly given the length of time that certain interested parties would need to fixture the Yorkdale Property.

13. The Receiver, in consultation with RioCan, determined that the Fairweather Sublease Agreement and the Fairweather Transaction represent the only option available that would avoid the surrender of the Head Lease and the loss of this material asset to the detriment of the stakeholders of the JV Entities.

14. Through the sublease structure, in which the Head Lease will remain with the Receiver, as an officer of the Court, RioCan believes there is a meaningful possibility of deriving material value from the Head Lease asset. The Fairweather Sublease Agreement is for a lesser term than the Head Lease and, importantly, the Fairweather Sublease Agreement has an early termination right in favour of the Receiver. The Receiver may terminate the agreement at any time to pursue an Alternative Transaction (as defined in the Fairweather Sublease Agreement), provided the

termination fee set out in the Fairweather Sublease Agreement is paid to Fairweather. In addition, there is a separate termination right, exercisable for any reason whatsoever by either the Receiver or Fairweather, that can be exercised as of August 31, 2030.

B. Fairweather's Plans for the *Ailes* Brand and for the Yorkdale Store

15. As referenced in my October Affidavit, the Head Lease requires the tenant to operate a "single integrated traditional retail department store".

16. Fairweather representatives have advised that the company's intended use for the Yorkdale Property is to operate a single integrated retail department store under the *Ailes* banner. Importantly, Fairweather is the corporate entity that is party to the Fairweather Sublease Agreement and is the main corporate entity through which the Fairweather group conducts its business. However, the store that will be operated from the Yorkdale Property will *not* operate under the *Fairweather* banner. Rather, it will operate under the *Ailes* banner. As set out below, the intention is to re-launch the *Ailes* banner as a leading department store concept.

17. My October Affidavit confirmed that Fairweather representatives have advised that the company's intention is to carry a broad range of merchandise across multiple departments at the *Ailes* store at Yorkdale. These departments include:

- (a) men's apparel, including a men's suit department and, if appropriate, tailoring services;
- (b) women's apparel;
- (c) children's apparel;

- (d) footwear;
- (e) housewares and home décor;
- (f) accessories and other miscellaneous items, such as stationary, luggage and seasonal toys, among other offerings; and
- (g) confectionary and other non-perishable foods.

18. To the best of my knowledge, these departments reflect the scope of departments and merchandise carried in a modern department store. I note that Fairweather's proposal includes more departments than *Simons*, which is a relatively new tenant in Yorkdale and which is listed as a department store on Yorkdale's website. An excerpt from Yorkdale's website is attached at Exhibit "A" hereto.

19. I and other members of RioCan have had discussions with representatives of Fairweather since my October Affidavit to further understand the plans for the re-launch of the *Ailes* brand, both generally and specifically with respect to the Yorkdale store.

20. Fairweather representatives have confirmed that the intention is to re-launch the *Ailes* brand as a distinct banner, one that is separate from Fairweather's other stores and banners. They have advised that the intention for the *Ailes* brand is to operate as a modern department store, with a variety of key brands and a broad appeal to a wide customer demographic. They have advised that the intention is to position the brand at a higher price point as compared to Fairweather's other banners, many of which do not operate as department stores and many of which target the value-conscious consumer and only carry private label goods. They have confirmed that they expect the price point for the *Ailes* brand, including the Yorkdale store, to be in the mid- to high-end market

range and to serve a broad customer demographic. For example, they advised that *Ailes* stores will include apparel that serves everyday needs, and also apparel at higher price points intended for special occasions, events and formal office attire, and that the *Ailes* store at Yorkdale will be a good fit for the character of the Yorkdale mall.

21. Fairweather representatives have advised that, with HBC's exit from the Canadian retail marketplace, they see an opening in the department store market. As discussed further below, Fairweather acquired the *Zellers* banner from HBC and is in the process of opening a number of *Zellers* department stores in former HBC locations. Fairweather representatives have advised that the intention is to use the *Zellers* and *Ailes* department store brands to complement each other, with *Ailes* being a mid- to high-end department store and *Zellers* being positioned as a value department store brand that would compete against popular off-price retailers such as Winners and Marshalls.

22. My October Affidavit referred to Fairweather being in advanced discussions with a major Canadian landlord to operate *Ailes* department stores within certain former HBC store locations. Fairweather representatives have since confirmed that arrangements have now been finalized with this major Canadian landlord, and that the company will be opening *Ailes* stores of approximately 130,000 and 90,000 square feet in former HBC locations in established malls in the Quebec City and Montreal areas. Fairweather representatives have advised that the company takes possession of the leased premises, which are in prominent parts of the respective shopping centres, on February 1, 2026, and that the company is targeting an opening in the first half of 2026.

23. Fairweather representatives have advised that the company will consider opening additional *Ailes* stores as appropriate, taking a careful and measured approach.

24. Fairweather representatives have confirmed that the company has been working diligently since finalizing arrangements for the two *Ailes* stores in Quebec to leverage its extensive key supplier relationships to finalize arrangements necessary to secure prominent branded product for these *Ailes* stores and for the potential Yorkdale store – including brands that are not carried in any of Fairweather’s other stores and are at a higher overall price point and level of quality. They have advised that the company is currently working on securing merchandise for the Spring, Summer and back-to-school seasons as part of opening its two confirmed *Ailes* stores.

25. Fairweather representatives have further advised that the company’s efforts to secure branded product have been helped by the fact that Fairweather is an authorized retailer of Authentic Brands Group and Blue Star Alliance, which are notable brand management firms. This grants the company access to an extensive array of high-quality branded products that are not carried in any of Fairweather’s stores that only carry private label product.

26. Fairweather representatives have confirmed to RioCan that arrangements have been finalized for *Ailes* stores to carry various branded merchandise, with the committed brands including:

- (a) Reebok;
- (b) Chaps;
- (c) Steve Madden;
- (d) DKNY;
- (e) Tahari;
- (f) Billabong;
- (g) French Connection;

- (h) Laura Ashley;
- (i) Geoffrey Beene; and
- (j) Perry Ellis.

27. I note that a number of these brands are the same as, or similar to, brands previously offered by HBC. Fairweather representatives also advised that the company is working on securing arrangements for *Ailes* to carry various additional brands, and that it has the flexibility and would be open to potentially adding additional brands in the future at even higher price points for the *Ailes* store if the company determines it would be appropriate to do so.

28. Fairweather representatives advised that they view the anticipated product offerings and overall quality of the *Ailes* store at the Yorkdale Property to be equivalent to those of certain retailers referenced in the Head Lease's use clause, including Sears and Macy's.

29. They have further advised that it is expected that the *Ailes* stores, including the *Ailes* store at Yorkdale, will carry approximately 50% branded products and 50% private label goods. According to a news article addressing the opening of the *Simons* store at Yorkdale, a copy of which is attached as Exhibit "B" hereto, *Simons*' private label brands make up approximately 70% of its stores' merchandise on average.

30. Fairweather representatives have advised that the intention is to establish a prominent housewares and home décor section. Fairweather views the housewares and home décor section as a key driver of traffic and the section will accordingly be located on the main level of the Yorkdale Property at the store's entranceway. Fairweather representatives confirmed that the housewares and home décor section will encompass both hard lines – such as cookware and dishes

– and soft lines, including bedding and linens, and that the company will be leveraging its expertise and experience in operating its *Wyrth* brand in establishing and operating this department.

31. Fairweather representatives also advised that the intention is to have the children's department located on the main level of the Yorkdale Property to complement the housewares and home décor section.

32. I understand that Fairweather's intention is to operate the *Ailes* department store as a single integrated store from the entirety of the Yorkdale Property. Fairweather representatives have advised that the *Ailes* store will feature a central point-of-sale system and that the company will not sublease space to third parties.

C. Fairweather

33. The Oxford Affidavit states that "Oxford does not view Fairweather as a suitable replacement tenant for HBC or believe that it possesses the experience and competence in operating a single integrated traditional retail department store as required by Article 6.00 of the Head Lease, and as required by Article 21.00 for any sublease."²

34. Based on my discussions with representatives of Fairweather and with other members of RioCan, I understand that Fairweather, with its affiliates, currently operates stores under the following brands:³

² Oxford Affidavit, at para. 60.

³ I note that much of the information set out in the following paragraphs regarding the number and locations of the various store banners operated by Fairweather is also contained in Exhibit "S" to the Oxford Affidavit.

(i) *Fairweather*

35. The *Fairweather* brand is a women's clothing brand. Stores under the *Fairweather* banner sell a variety of women's clothing and accessories at affordable price points for a broad demographic of value-oriented customers. These stores sell a variety of private label products and do not carry branded product. Certain *Fairweather* stores also contain a men's department operating under the *Stockhomme* banner.

36. There are approximately 50 *Fairweather* stores across Canada. Fairweather operates a *Fairweather* store at the Scarborough Town Centre shopping mall, which is an Oxford owned and/or operated property. Attached at Exhibit "C" hereto are various images provided by Fairweather of this store. Fairweather representatives advised that the company has been operating in this location with Oxford as its landlord for approximately 20 years.

(ii) *International Clothiers (INC)*

37. *International Clothiers* is a clothing retailer that sells a range of men's, young men's and boy's casual and dress wear at affordable prices. The stores operating under the *International Clothiers* banner carry private label products.

38. Fairweather representatives have advised that the company currently operates approximately 25 stores under the *International Clothiers* banner on a standalone basis, and one store under the combined *Fairweather / International Clothiers* banner.

(iii) *Canada Weather Gear*

39. *Canada Weather Gear* is a men's and women's all-weather clothing brand. *Canada Weather Gear* sells a broad range of high-quality all-weather products, including outerwear, sweats, loungewear and more.

40. Fairweather representatives have advised that there are approximately 15 standalone *Canada Weather Gear* stores in operation in Canada and the United States, which vary from 3,000 to 6,500 square feet. Fairweather also sells *Canada Weather Gear* merchandise in various of its other stores.

41. Attached at Exhibit “D” hereto are certain images of the *Canada Weather Gear* store at the Mall of America, which is one of the largest shopping malls in the world. These images were obtained from the Mall of America’s Facebook account.

(iv) *Wyrth*

42. *Wyrth* is a modern housewares brand that opened in 2019. *Wyrth* sells a variety of high-quality, on-trend dinnerware, kitchen accessories, and home décor products.

43. Fairweather representatives have advised that there are currently three *Wyrth* stores in operation: (a) an outlet store in North York, (b) a store located at Hillcrest Mall (which is an Oxford owned and/or operated property), and (c) a store located at Vaughan Mills.

44. Attached at Exhibit “E” hereto are images provided by Fairweather of *Wyrth* stores.

(v) *Zellers*

45. Fairweather, through an affiliate, acquired the *Zellers* brand intellectual property from HBC on August 7, 2025. Fairweather subsequently opened a *Zellers* department store at the Londonderry Mall in Edmonton in late October 2025. This *Zellers* store occupies one level of the former HBC store at that mall, which totals approximately 60,000 square feet.

46. Fairweather has finalized arrangements to open a second *Zellers* store in the Sunridge Mall in Calgary. This *Zellers* store will also occupy part of the space formerly occupied by an HBC

store, which totals approximately 80,000 square feet. This store is scheduled to open in the Spring of 2026.

47. Fairweather representatives have advised that *Zellers* operates as a department store and carries a variety of branded and private label products targeted at the value-conscious consumer. They have further advised that Fairweather will be looking to open additional *Zellers* locations, including potentially in additional former HBC spaces.

48. Attached at Exhibit “F” hereto are images of the *Zellers* store at the Londonderry Mall provided by Fairweather. In addition, attached at Exhibit “G” hereto is a news article covering the *Zellers* opening at the Londonderry Mall.

(vi) *Designer Depot*

49. *Designer Depot* is an off-price department store. *Designer Depot* carries clothing, footwear, housewares, giftware, furniture, lingerie, cosmetics and jewelry under a single integrated department store model at affordable prices.

50. Fairweather representatives have advised that there are approximately ten *Designer Depot* stores in operation, including an approximately 20,000 square foot store at the Vaughan Mills shopping centre.

51. Attached at Exhibit “H” hereto are images of the *Designer Depot* store at Vaughan Mills provided by Fairweather.

52. Fairweather representatives have also advised that the company has finalized arrangements with Oxford for a *Designer Depot* department store at the Kingsway Mall in Edmonton, which is

now open and operating. This *Designer Depot* store occupies an approximately 81,000 square foot space in part of the premises formerly occupied by HBC.

53. As would be expected given the scope and extent of Fairweather's retail experience, Fairweather representatives have confirmed that the company has experienced management personnel that are capable of curating multiple product categories under a unified brand experience. Isaac Benitah, the founder, shareholder and president of Fairweather, has over 30 years of experience in the Canadian retail industry. Mr. Benitah has advised that he will be involved in and will oversee all matters relating to opening the *Ailes* store at Yorkdale, and that the company has a team of experienced head office employees with the expertise necessary to operate a retail department store on an integrated basis and with a unified feel. Fairweather has recently demonstrated this capability through the re-launch of the *Zellers* store at the Londonderry Mall.

(vii) *Les Ailes de la Mode*

54. Fairweather representatives have advised that the company operated department stores under the *Ailes* banner from approximately 2005 to 2017, when it completed a commercial agreement with its landlord in respect of the termination of its leases.

55. Fairweather representatives have advised that, since then, the company has operated a limited number of stores under the *Ailes* banner (or an *Ailes Entrepôt*, which is Fairweather's off-price version of *Ailes*, similar to *Saks OFF 5TH* and *Saks Fifth Avenue* or *Nordstrom Rack* and *Nordstrom*) to preserve the intellectual property associated with the brand, as preservation of trademark rights requires continuous use.

56. The Oxford Affidavit refers to three operating *Ailes* stores in Quebec and attaches at Exhibits "T" and "U" various images from stores located in the Place Vertu and Carre Decarie

shopping centres.⁴ As is apparent from those photos, Fairweather has removed the majority of signage and branding from those stores. Fairweather representatives have advised that the company intends to transition those locations to other Fairweather brands, although it will keep one of the stores, which Fairweather operates as an *Ailes Entrepôt*, operational until the new *Ailes* stores have opened, all in order to preserve the brand name.

57. Attached at Exhibit “T” hereto is a document provided by Fairweather that contains images of certain former *Ailes* stores from the period that Fairweather operated the brand. Fairweather representatives have stated that this document is being provided to potential landlords, suppliers and other third-parties as additional information on the *Ailes* brand and store concept.

D. Fairweather’s Ability to Operate a Retail Department Store

58. The Oxford Affidavit states that “Oxford has been provided with no evidence or assurance, including having regard to its knowledge and history with Mr. Benitah and Fairweather, that Mr. Benitah and Fairweather have the experience and capability necessary to operate a single integrated traditional retail department store of the type required under the Head Lease. Operating such a store, particularly within a luxury shopping centre retail environment, requires substantial capital investment, advanced supply chain and merchandising systems, marketing and customer service infrastructure, and experienced management capable of curating multiple product categories under a unified brand experience. These operational and financial demands are

⁴ I note that certain of the images at Exhibit “U” to the Oxford Affidavit depicting the exterior of the *Ailes* store at Carre Decarie show signage relating to a liquidation sale. Fairweather has confirmed that this signage is unrelated to the *Ailes* store and is an advertisement by a third party for an unrelated store.

fundamentally different from those associated with operating a number of smaller, value-oriented or discount apparel stores such as those under the Fairweather banner.”⁵

59. I believe Oxford’s concerns are unwarranted. I have already addressed Fairweather’s operational experience and capabilities above.

60. In addition, Fairweather representatives have confirmed that the company has the necessary financial resources to run an integrated retail department store in the Yorkdale Property. As referenced in my October Affidavit, Fairweather representatives have advised that the company funds its operations and business activity through operational profits, shareholder advances and cash on hand, and that the company does not rely on any third-party loans for borrowed money to finance its operations, and that the company does not require any third-party debt financing with respect to the new *Ailes* store.

61. I have had further discussions with Fairweather representatives regarding the company’s financial capacity and its expectations for the capital investment required to open and operate the *Ailes* store at Yorkdale. They have advised that the company projects an initial investment for the *Ailes* store of approximately \$5 million in inventory, which is considered to be a significant inventory investment and sufficient to fully stock and operate the *Ailes* store at Yorkdale.

62. Fairweather representatives also advised that the company expects to invest over \$500,000 for fixtures. Fixtures would include necessary clothing racks, display racks, shelving and check-out aisles, among other things, that are necessary for a retail department store operation in a space

⁵ Oxford Affidavit, at para. 63.

the size of the Yorkdale Property. They advised that the company has on hand certain of the fixtures needed to open, and that it is in the process of acquiring additional fixtures for the proposed Yorkdale store as part of its efforts to acquire the fixtures necessary to open the two *Ailes* stores in Quebec.

63. Fairweather representatives have advised that the intention is to utilize the existing configuration of the Yorkdale Property in fixturing its proposed *Ailes* store, and that the proposed Yorkdale store will, in large part, be configured similarly to that of the prior HBC store. They have also confirmed that they are comfortable with Fairweather's ability to fund its projected inventory and fixturing investment through cash on hand and receipts from its other operations, and that Fairweather does not anticipate a substantial capital investment in any leasehold improvements to the Yorkdale Property at this time, given that the existing layout of the Yorkdale Property was designed for a department store operation.

64. Regarding supply chain and merchandising systems, Fairweather representatives have confirmed that the company has all necessary core operational and logistics functions already in place. Fairweather representatives have confirmed that the company has existing buying offices and warehouses in New York and Toronto, which it will use for the *Ailes* stores that it is opening (including at Yorkdale) and that the company does not anticipate requiring any additional facilities to support the *Ailes* stores.

65. The Oxford Affidavit states that “Fairweather’s existing merchandising and supply network are designed for low to mid-tier apparel and do not align with the quality, breadth or brand mix expected of a single integrated traditional retail department store.”⁶

66. Fairweather’s existing merchandising and supply relationships are extensive. They provide Fairweather with access to various brands and goods that would be required to stock a department store with multiple departments and that are appropriate for the mid- to high-end department store that Fairweather is targeting for the proposed *Ailes* store at Yorkdale. As noted above, Fairweather representatives have confirmed arrangements to enable the company to carry a number of high profile, international brands and that the company working on securing additional brands. As further noted above, many of the brands that Fairweather has secured were previously carried by HBC.

67. Regarding marketing capabilities, Fairweather representatives have confirmed that the company is working to develop a promotional campaign for the launch of the *Ailes* banner, including marketing and promotion specific to the *Ailes* store at Yorkdale. This promotional campaign is expected to include traditional and social media channels, using the leverage of celebrity partnerships and high-profile promotions. The campaign will draw on the long experience that Fairweather has in developing and executing marketing and promotional campaigns, including with certain recent successful brand launches and store openings, such as the opening of a Canada Weather Gear store in Mall of America.

⁶ Oxford Affidavit, at para. 65.

68. Fairweather's recent successful opening of the *Zellers* store at the Londonderry Mall is also noteworthy. Although Fairweather representatives have advised that the company's intentions for the *Ailes* and *Zellers* brands are significantly different and that the two brands will cater to different markets, the recent opening of the *Zellers* store at the Londonderry Mall is an example of Fairweather's ability to successfully re-launch a department store brand.

E. Yorkdale Shopping Centre

69. The Oxford Affidavit refers to Yorkdale as a "leading luxury retail destination" and states that, through efforts over the past 16 years, "Oxford has curated a premium tenant mix, elevated the mall's brand positioning, and reinforced Yorkdale's status as a world-class shopping environment."⁷

70. The Oxford Affidavit further states that Oxford "does not lease space at Yorkdale to tenants that operate off-price or discount stores. This decision reflects Oxford's deliberate and strategic planning over the past 15 years to position Yorkdale as a centre for luxury and flagship retail operations. Oxford has been intentional about phasing out lower-tier value apparel concepts, in order to be able to attract and maintain first-to-market flagship retail, luxury brands and first-class retail operators. Because Yorkdale caters to a consumer demographic that expects luxury and top-tier retail experiences, luxury brands seeking to enter the Canadian market view Yorkdale as the premier destination for their first presence in Canada."⁸

⁷ Oxford Affidavit, at para. 18.

⁸ Oxford Affidavit, at para. 19.

71. I do not in this affidavit testify as to what constitutes a “luxury” retail experience. However, I am aware that there are many stores at Yorkdale that offer merchandise at affordable non-“luxury” price points. Examples of these stores include Urban Behavior / Forever 21,⁹ H&M,¹⁰ Zara,¹¹ Garage,¹² American Eagle,¹³ Aerie,¹⁴ Bikini Village,¹⁵ La Vie en Rose,¹⁶ Uniqlo,¹⁷ RW&CO.¹⁸ and Muji,¹⁹ among others.

F. Fairweather’s Creditworthiness

72. The Oxford Affidavit states:

A tenant’s GROC is representative of the financial health of the tenant. High GROC indicates poor financial health, as it reveals that the tenant’s costs arising under the lease are a high percentage of its revenue. Low GROC indicates a financially healthy tenant, as it reveals that the tenant’s costs in respect of the lease are a low percentage of its revenue.

⁹ For example, see: <https://urban-planet.com/collections/up-mens-shop-all-mens>; <https://urban-planet.com/collections/up-womens-shop-all-womens>; <https://urban-planet.com/collections/f21-women-shop-all-women>; and <https://urban-planet.com/collections/f21-men-shop-all-mens>.

¹⁰ For example, see: https://www2.hm.com/en_ca/women/seasonal-trending/best-sellers.html.

¹¹ For example, see: <https://www.zara.com/ca/en/man-all-products-17465.html?v1=2443335®ionGroupId=124>.

¹² For example, see: <https://www.garageclothing.com/ca/g/clothing/?srsltid=AfmBOopsoNxzPJU3jfJBskWYjmoFZ17sScqx fh0iZnWQxVxYkte4SZIf>.

¹³ For example, see: <https://www.ae.com/ca/en/c/men/mens?pagetype=clp>; and <https://www.ae.com/ca/en/c/women/womens?pagetype=clp>.

¹⁴ For example, see: <https://www.ae.com/us/en/c/aerie/tops/sweaters-cardigans/cat5090139?pagetype=plp>.

¹⁵ For example, see: <https://www.bikinivillage.com/en/men/clothing/beachwear>; and <https://www.bikinivillage.com/en/women/clothing/beachwear>.

¹⁶ For example, see: <https://www.lavieenrose.com/en/loungewear/tops?productSortBy=Relevance&productPage=2#tmx-products-results>.

¹⁷ For example, see: <https://www.uniqlo.com/ca/en/>.

¹⁸ For example, see: <https://www.rw-co.com/en/men>; and <https://www.rw-co.com/en/women>.

¹⁹ For example, see: https://muji.ca/collections/mens-wear?filter.p.product_type=Men%27s+Tops&filter.v.m.locationInventory.locations=MUJI+Atrium; and https://muji.ca/collections/women?filter.p.product_type=Women%27s+Tops&filter.v.m.locationInventory.locations=MUJI+Atrium.

In my experience, a financially healthy apparel retailer at the Scarborough Town Centre or Square One shopping centres paying more typical “triple net” rent would have GROC in the range of 10-15% (that is, its lease-related costs are only 10-15% of its sales revenue). Based on Fairweather’s sales reported to Oxford, as reflected in Exhibit “R”, between January 2023 and September 2025:

- (a) in respect of the STC Fairweather Lease, Fairweather’s GROC ranged from 25-43% and was 33% on average; and
- (b) in respect of the Upper Canada Lease, Fairweather’s GROC ranged from 25-72% and was 50% on average.²⁰

73. I cannot speak to the evidence regarding the GROC of the two Fairweather stores discussed in the Oxford Affidavit. However, my understanding is that most of Fairweather’s leases are structured so that Fairweather pays a relatively low fixed base amount of rent as well as a percentage of its gross sales that exceed the fixed base amount. This structure is commonly referred to as a percentage rent structure. It is designed to benefit both landlord and tenant by giving the landlord a certain guaranteed fixed rent (typically intended to cover the landlord’s operating costs and taxes) plus upside potential by sharing in the tenant’s success, while exposing the tenant to lower fixed costs. In the case of the Fairweather Sublease Agreement, Fairweather has covenanted to pay the greater of a \$1 million fixed base amount and 12% of its gross sales each quarter until May 31, 2029. RioCan considers the fixed base amount to be relatively modest and has been advised by Fairweather representatives that the company expects its gross sales will be at a level such that it will pay rent in the amount of 12% of its gross sales for this period. If that is the case, Fairweather’s GROC will be 12%. In RioCan’s experience, retailers of apparel and home goods having a GROC of 12% are generally very profitable. Fairweather representatives have also advised that the company expects sales from the proposed *Ailes* store at Yorkdale to increase

²⁰ Oxford Affidavit, at para. 43.

significantly in subsequent years, as rent under the sublease goes from percentage rent to the amount of rent payable under the Head Lease.

74. In addition, Fairweather has confirmed that never, in its approximately 20 years of experience working with Oxford, has it had any issues with meeting its rental obligations or with the creditworthiness of the Fairweather entity that is party to the Fairweather Sublease Agreement. Fairweather representatives have advised that, although the company may leave a leased location from time to time (including Oxford leased locations), this generally occurs on a mutual understanding with landlords on maturity where there has not been a mutual agreement on new rent terms, including where landlords have asked Fairweather to renew on terms that are not mutually satisfactory, and is not due to any issues related to Fairweather's creditworthiness.

G. Leasehold Lender Agreement

75. The Oxford Affidavit states that "[t]he Leasehold Lender Agreement is inapplicable to the Proposed Fairweather Transaction and appears to have been filed by each of the Receiver and RioCan in connection with some as-yet-undisclosed plan in relation to the Head Lease."²¹

76. There is no undisclosed plan at this time in relation to the Head Lease. Under the proposed sublease structure, the Receiver, supported by RioCan, will remain as tenant under the Head Lease and will sublease the Yorkdale Property to Fairweather.

77. The Leasehold Lender Agreement was entered into in January 2024 in connection with the Yorkdale RBC Financing under which RBC advanced \$75 million to YSS 1.

²¹ Oxford Affidavit, at para. 80.

78. YSS 1 granted RBC a charge on its leasehold interest in the Head Lease as security for its indebtedness to RBC under the RBC Credit Agreement. A condition precedent of the RBC Credit Agreement is that YSS 1 shall have delivered the Leasehold Lender Agreement to RBC.

79. The Leasehold Lender Agreement provides the Leasehold Mortgagee (as defined therein) with various rights, directly from the Landlord, in respect of the Head Lease. In particular, the Leasehold Lender Agreement contains the following term:

If there has occurred an Incurable Default and by reason thereof the Landlord is proceeding to terminate the Lease, the Landlord shall provide the Leasehold Mortgagee a Default Notice stating its intention to terminate the Lease and, at the written request of the Leasehold Mortgagee delivered to the Landlord within thirty (30) days of the receipt of the Default Notice pursuant to paragraph 5(c) above and concurrently with the delivery of an Election Notice pursuant to Section 7 below (unless the Leasehold Mortgagee has previously delivered the Election Notice and the Lease is thereafter terminated during the Possession Period), the Landlord shall concurrently with the termination of the Lease grant to the Leasehold Mortgagee (or its Nominee or Receiver on its behalf) a new lease of the Premises on the same terms and conditions as those contained in the Lease including and bringing forward into the New Lease all outstanding Defaults under the Lease other than Incurable Defaults, for the balance of the term of the Lease and any renewal and/or extension period (the “**New Lease**”), provided that the provisions of Section 7 below shall apply to the New Lease as set out therein. If the Leasehold Mortgagee takes a New Lease, it shall proceed to cure all monetary Defaults under the Lease within fifteen (15) days following the granting of the New Lease and shall commence and thereafter diligently proceed to cure all curable non-monetary defaults under the Lease, all as if there had not been an Incurable Default. If the Leasehold Mortgagee, a Receiver or Nominee is already in possession of the Premises pursuant to Section 7, the Possession Period shall not be extended by reason of the exercise of the Leasehold Mortgagee’s rights under this section.

80. I believe that the requirement under the Leasehold Lender Agreement for the Landlord to enter into a New Lease in favour of the Leasehold Mortgagee illustrates the value of the Head Lease to the Leasehold Mortgagee. If the Head Lease were to be terminated early for any reason, then the Leasehold Mortgagee’s main collateral for the \$75 million loan would be lost.

81. Pursuant to a Loan Purchase Agreement dated October 23, 2025, among RC Finance Trust, the REIT and RBC, RC Finance Trust acquired all of RBC's right, title and interest in and to the RBC Yorkdale Financing and the RBC Credit Agreement. As a result, RBC has assigned its rights under the Leasehold Lender Agreement to RC Finance Trust. A redacted copy of the Loan Purchase Agreement is attached as Exhibit "J" hereto.

H. Oxford's Refusal to Consent

82. The Oxford Affidavit states: "The Receiver did not seek Oxford's consent to the Proposed Fairweather Transaction before bringing its motion for court approval."²²

83. As set out in my October Affidavit, the Receiver told Oxford on or about August 18, 2025, that it had identified a proposed transaction with Fairweather in respect of the Yorkdale Property for an *Ailes* store and Oxford received a copy of the Fairweather Sublease Agreement on August 19, 2025.

84. I am aware that Oxford's counsel sent a letter to the Receiver's counsel dated September 4, 2025, in which Oxford requested extensive information with respect to Fairweather and its proposed operations within the Yorkdale Property, among other things. A copy of Oxford's September 4th letter is attached as Exhibit "G" to my October Affidavit.

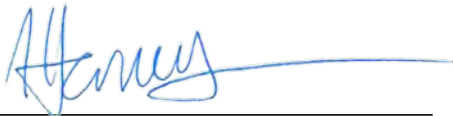
85. I am also aware that counsel to the Receiver emailed counsel to Oxford on October 1, 2025, a copy of which is attached as Exhibit "H" to my October Affidavit, and in that email asked Oxford to confirm the Receiver's understanding that "there is no consensual resolution between the parties

²² Oxford Affidavit, at para. 67.

on the proposed Yorkdale transaction and the Court will be required to deal with the matter.” Oxford’s counsel wrote to the Receiver the next day and it confirmed the Receiver’s understanding to be correct. A copy of Oxford’s response is attached as Exhibit “I” to my October Affidavit.

86. I also note that, it was only on receipt of the Oxford Affidavit and review of the various reasons stated therein as support for Oxford withholding of consent to the Fairweather Sublease Agreement that RioCan first learned of these specific objections or concerns regarding Fairweather as a subtenant for the Yorkdale Property. As stated in my October Affidavit, Oxford had not previously in any of its correspondence with the Receiver or in any other correspondence or discussions provided any explanation for its refusal to consent.

SWORN before me by Dennis Blasutti
stated as being located in the City of
Toronto in the Province of Ontario
before me at the City of Toronto in the
Province of Ontario, on November 21,
2025, in accordance with *O. Reg*
431/20, Administering Oath or
Declaration Remotely



A Commissioner for taking affidavits:

Andrew Harmes
LSO#73221A

Signed by:

B456BC7AC7654CE...

DENNIS BLASUTTI

THIS IS EXHIBIT "A"
TO THE AFFIDAVIT OF DENNIS BLASUTTI
SWORN BEFORE ME OVER VIDEOCONFERENCE
THIS 21st DAY OF NOVEMBER, 2025

A handwritten signature in blue ink, appearing to read "Henry", with a long horizontal line extending to the right.

Commissioner for Taking Affidavits

THIS IS EXHIBIT "B"
TO THE AFFIDAVIT OF DENNIS BLASUTTI
SWORN BEFORE ME OVER VIDEOCONFERENCE
THIS 21st DAY OF NOVEMBER, 2025

A handwritten signature in blue ink, appearing to read "Henry", with a long horizontal line extending to the right.

Commissioner for Taking Affidavits

[Menu](#)[Search](#)[Sign In](#)

Business

Simons opens its 1st Toronto store at Yorkdale mall

Retailer plans to open 2nd Toronto location at Eaton Centre later this year

The Canadian Press · Posted: Aug 14, 2025 7:56 PM EDT | Last Updated: August 14

**Listen to this article** ⓘ

Estimated 5 minutes



Bernard Leblanc, CEO of Simons is photographed at the company's new Simons location at Yorkdale Mall in Toronto on Wednesday. (Cole Burstson/The Canadian Press)

Wandering through Simons's newest store a day before it opened on Thursday, Bernard Leblanc had a quiet confidence despite the busyness surrounding him.

Across almost every inch of the flagship store at Yorkdale mall in Toronto, staff were scurrying to unwrap and steam the last of the location's merchandise, vacuum carpets and dress mannequins.

The seemingly menial tasks belied the enormity of what they were all preparing for: Simons's entry into the venerable Toronto market.

That feat has been a long time coming. La Maison Simons is 185 years old but has taken such a methodical expansion outside its home province of Quebec that it only counted 17 stores until now.

While it's long wanted to head to Toronto, it somehow detoured through Halifax, West Vancouver and even the city's outskirts in nearby Mississauga, Ont., before forging its way into the heart of Ontario on Thursday.

'A new chapter' for Simons

Leblanc, the CEO of Simons, sees the entry as both a "new chapter" for the company and proof that "slow and steady wins the race."

WATCH | Toronto gets a Simons:



Toronto's first Simons location has opened

► August 14 | 2:32

Canadian department store Simons has opened its first location in Toronto at Yorkdale Mall. CBC's Britnei Bilhete got a first look at the store.

"Ultimately, we have owners that don't think in quarters. We think in generations," he said of the Simons family.

They founded the business in Quebec City in 1840 as a dry goods retailer and charted its evolution into a department store beloved by Canadian fashionistas.

Leblanc is the first non-family member to hold the company's top job and so there's a lot riding on the Toronto expansion.

- [B.C. billionaire wanting Hudson's Bay leases says landlord concerns are 'misguided'](#)
- [Keeping Hudson's Bay charter 'wasn't meant to be': Manitoba Museum CEO](#)

The retailer will spend a combined \$75 million on the Yorkdale store and another to follow at the Eaton Centre this fall. Leblanc expects them to increase the company's

annual sales by 15 per cent to \$650 million.

In some respects, his milestone is coming at a perfect time. The last eight months saw the fall of Simons's biggest competitor — 355-year-old department store Hudson's Bay — and a rise in consumer support for Canadian goods amid the tariff war. Simons house brands, including Twik, Icone, Contemporaine and Le 31, make up 70 per cent of its stores' merchandise on average.

While Leblanc is thrilled to see the patriotism having an effect on customers, he's not relishing the collapse of his rival.

"I'm saddened by the fact that such a historical Canadian icon has left the market," he said of Hudson's Bay. "As a retailer, we like to have a very buoyant and dynamic retail industry, so having somebody exit is always a little bit of a shock to the industry."

History, heritage don't guarantee success

It was also a reminder to Simons that the company has to keep reinventing itself because "history and heritage is not a guarantee of success," he said.



The Simons logo appears on the outside of Toronto's Yorkdale mall. (Cole Burston/The Canadian Press)

Simons has not publicly emerged as a bidder for any of the Bay leases or intellectual property.

Nor has it "aggressively pursued specific brands that we didn't have because of exits from different people in the industry," Leblanc said.

"We do scout the market globally for new upcoming brands and discover brands that people perhaps don't know about," he said. "That's more our focus, not so much coming in to be opportunistic, to pick up something that somebody left behind."

- [Canadian retailer Simons is expanding. Can it succeed where its peers couldn't?](#)
- [Why Quebec fashion retailer Simons is tackling medical aid in dying on its shopping website](#)

But it's something that somebody left behind that helped make his company's Toronto ambitions a reality.

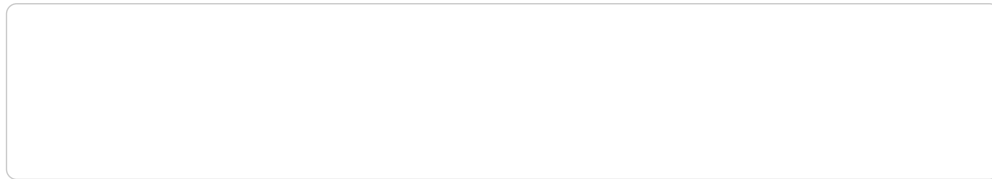
Simons was only able to move into Yorkdale and Eaton Centre because U.S. department store Nordstrom [decamped from Canada in 2023](#), saying it had been too hard to make a profit in the market.

The massive properties Nordstrom held in some of Toronto's top shopping destinations presented the opportunity Simons had long been looking for.

"We had been in discussions with Yorkdale for some time," Leblanc said. "We were here many years ago trying to see what potentially we could put together."

At 118,000 square feet, the new, two-storey Yorkdale location will be the largest space in Simons's Ontario portfolio. It carries many of the same brands shoppers have come to expect from other markets — Herschel, JW Anderson and Lacoste.

Unique to this location is a sprawling, geometric ceiling mural called *Ciel* from French artist Nelio that gives the store a fresh, airy feel. A "walk of frames" composed of 40 pieces from 24 artists brings another reason to linger in many of the store's nooks.



Leblanc is betting the merchandise and store vibe will keep customers coming back and teach his company valuable lessons it can use as it continues to plot future growth.

He named both Toronto and Vancouver as markets that may be able to support even more Simons stores but said for now he's focused on "taking it all in stride."

"I'm really excited about making these two stores a success, starting with Yorkdale," he said. "And then we'll see where things take us."

[CBC's Journalistic Standards and Practices](#) · [About CBC News](#)

[Corrections and clarifications](#) · [Submit a news tip](#) · [Report error](#) ▼

Popular Now in News

- 1

What we know about Ryan Wedding, the former Canadian Olympian who became one of the FBI's most wanted
- 2

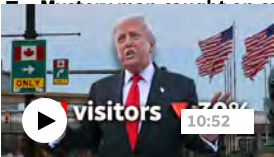
ANALYSIS

U.S. ambassador resents meddling in foreign electoral politics, but Trump doesn't seem to mind doing so
- 3

This moss survived 9 months outside the International Space Station in the harshness of space
- 4

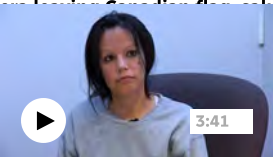
EXCLUSIVE

Government seeks to retroactively change law, potentially avoiding paying veterans over federal error



VIDEO
Is the U.S. starving for Canadian travellers? | About That

About That With Andrew Chang



VIDEO
She unlawfully confined 2 prison guards. Her lawyer is seeking the most lenient sentence possible

CBC News Nova Scotia



VIDEO
B.C. wolves pull up crab traps to get at bait



VIDEO
Russia's AI humanoid robot faceplants at big debut

The National



VIDEO
Justi real?

CBC

RECOMMENDED FOR YOU



ANALYSIS
U.S. ambassador resents meddling in foreign electoral politics, but Trump doesn't seem to mind doing so

Chris Iorfida
World



What we know about Ryan Wedding, the former Canadian Olympian who became one of the FBI's most wanted

Stephanie Hogan
Canada



This moss survived 9 months outside the International Space Station in the harshness of space

Nicole Mortillaro
Science



Mystery man caught on camera leaving Canadian flag, saluting outside Kitchener home on Remembrance Day

Joe Pavia
Canada - Kitchener-Waterloo



EXCL
Gove retro pote veter

Kate
Politi

THIS IS EXHIBIT "C"
TO THE AFFIDAVIT OF DENNIS BLASUTTI
SWORN BEFORE ME OVER VIDEOCONFERENCE
THIS 21st DAY OF NOVEMBER, 2025

A handwritten signature in blue ink, appearing to read "Henry", with a long horizontal flourish extending to the right.

Commissioner for Taking Affidavits

FAIRWEATHER

Scarborough Town Centre
Scarborough, Ontario

FAIRWEATHER



FAIRWEATHER

STOREFRONT



FAIRWEATHER

STOREFRONT



FAIRWEATHER

STOREFRONT

FAIRWEATHER



FAIRWEATHER

STOREFRONT



FAIRWEATHER

STOREFRONT

stockhōmme













THIS IS EXHIBIT "D"
TO THE AFFIDAVIT OF DENNIS BLASUTTI
SWORN BEFORE ME OVER VIDEOCONFERENCE
THIS 21st DAY OF NOVEMBER, 2025

A handwritten signature in blue ink, appearing to read "Henry", with a long horizontal line extending to the right.

Commissioner for Taking Affidavits



Mall of America

November 25, 2024 · 🌐

Prepare for the winter with [Canada Weather Gear](#), located on Level 1, North! 🧥 Whether you're preparing for the cold, rain, or snow, they have the gear you need to embrace the season ahead! ❄️

Shop now ➡️ bit.ly/414wNtZ





CANADA[®]
weather gear



SALE
75%
OFF
STOREWIDE

SALE
75%
OFF
STOREWIDE

N120



CANADA[®]
weathergear



CANADA[®]
weathergear

THIS IS EXHIBIT "E"
TO THE AFFIDAVIT OF DENNIS BLASUTTI
SWORN BEFORE ME OVER VIDEOCONFERENCE
THIS 21st DAY OF NOVEMBER, 2025

A handwritten signature in blue ink, appearing to read "Henry", with a long horizontal line extending to the right.

Commissioner for Taking Affidavits

W Y R T H

W Y R T H

SAL
SAL
SAL
SAL

MELANIE LYNE

CHANEL

PRADA
THE ESTATE BOOK
CHANEL
HERMÈS
YVES SAINT LAURENT

ALL
SALE
50%



















THIS IS EXHIBIT "F"
TO THE AFFIDAVIT OF DENNIS BLASUTTI
SWORN BEFORE ME OVER VIDEOCONFERENCE
THIS 21st DAY OF NOVEMBER, 2025

A handwritten signature in blue ink, appearing to read "Henry", with a long horizontal line extending to the right.

Commissioner for Taking Affidavits

The image shows the Zellers logo, which consists of the word "Zellers" in a bold, red, sans-serif font. The letters are three-dimensional and mounted on a light-colored, textured stone wall. The 'Z' is particularly large and stylized, with a white outline. The 'e' and 'l' are also large and have white outlines. The 'l' is a simple vertical bar. The 'e' and 'r' are connected, and the 's' is a simple curve. The logo is mounted on a wall made of large, rectangular stone tiles with a light beige or tan color and a slightly rough texture. The wall is part of a building with a sloped roofline visible at the top right.

LONDONDERRY MALL

Edmonton, Alberta





























THIS IS EXHIBIT "G"
TO THE AFFIDAVIT OF DENNIS BLASUTTI
SWORN BEFORE ME OVER VIDEOCONFERENCE
THIS 21st DAY OF NOVEMBER, 2025

A handwritten signature in blue ink, appearing to read "Henry", with a long horizontal flourish extending to the right.

Commissioner for Taking Affidavits



Inside Zellers' Comeback: Joey Benitah Shares The Playbook

October 31, 2025

[Zellers](#) has officially reopened its doors in Canada, beginning a bold new chapter for the heritage retailer with the launch of its first reimagined store at [Londonderry Mall](#) in Edmonton. The opening on Thursday drew enthusiastic crowds and emotional shoppers, many expressing nostalgia and surprise that the beloved chain had returned once more.

For Joey Benitah, Chief Operating Officer of Zellers, the moment was the culmination of months of work and decades of family history in Canadian retail. "We've seen an overwhelmingly positive and heartwarming response," said Benitah. "There's so much love for the brand, and we're humbled by how Canadians have welcomed Zellers back."





Joey Benitah and Zeddy at the ribbon cutting of Zellers at Londonderry Mall in Edmonton, October 30 2025. Photo via Instagram screen shot

The new Zellers Londonderry Mall Edmonton location occupies one level of a former Hudson's Bay department store. The Bay had been converted into a smaller outlet format during the pandemic, and shut permanently along with all Bay locations in June. That opportunity allowed Zellers' leadership to debut its new small-format concept — a strategic shift designed to bring back the best of the brand in a sustainable, modern way.

A Phased Approach to Relaunching a Canadian Classic

Benitah emphasized that the new Zellers is not a simple revival but a careful reinvention. "This is an iconic brand with so much history, and we need to get it right," he said. "We're taking a phased approach. Listening, learning, and adapting quickly to customer feedback."



Zellers' plan is to start modestly, refine its merchandise and store model, and expand gradually across the country. The phased rollout allows the company to remain nimble while ensuring the concept remains profitable long term.

"The objective," Benitah explained, "is to find the sweet spot between offering Canadians the categories they love most at exceptional value, and maintaining a sustainable business model that works nationally."

This strategy means that the Zellers Londonderry Mall Edmonton store will serve as an early iteration of what future stores may become. Over time, the retailer will adapt its assortment, store design, and brand partnerships based on customer feedback and performance.



Zellers store at Londonderry Mall in Edmonton. Photo: Mary Watson

Strong Community Ties and Local Partnership

Selecting Edmonton for the first relaunch was no accident. “Historically, Edmonton has been a fantastic market for Zellers,” said Benitah. “The customer base here has always been strong, and there’s a deep emotional connection to the brand.”

He credited the partnership with Londonderry Mall’s ownership Leyad as instrumental in bringing the concept to life. “The landlord was incredibly supportive and patient,” he added. “They understood the vision and shared our excitement about making Londonderry the first site of Zellers’ comeback.”

Londonderry Mall, one of Edmonton’s most established shopping destinations, has undergone major renovations and tenant diversification in recent years. Zellers’ addition marks a significant milestone for the property, adding to a tenant mix that includes La Maison Simons, H&M, Winners, and No Frills.



Zellers store opening at Londonderry Mall in Edmonton on Thursday. Photo: Londonderry Mall

Reinventing the Department Store for Today's Shopper

The new Zellers format, known internally as Zellers 3.0, is a smaller value-focused department store ranging from 30,000 to 50,000 square feet. The layout features a

curated selection of apparel, home goods, accessories, and seasonal items, designed to be easy to navigate and shop.

"We're reintroducing Zellers as a family-first, approachable department store for today's consumer," said Benitah. "Customers have told us they want a smaller, more intimate shopping experience that still offers great value and the same warmth they remember."

In Edmonton, shoppers will find apparel for men, women, and children, as well as home décor, bedding, bath, luggage, and giftable seasonal items. Early feedback, according to Benitah, has been extremely positive. "We've had people telling us all day how impressed they are by the prices," he said. "It's clear Canadians still appreciate value done right."



Zellers store at Londonderry Mall in Edmonton

Zellers' assortment includes brands such as Reebok, Spyder, Chaps, Canada Weather Gear, DKNY Kids, and character-themed children's accessories from Nickelodeon, Marvel, and Disney. Footwear and additional product categories are expected to roll out as the brand evolves.

The Return of Zeddy and Community Connection

No discussion of Zellers is complete without mentioning its beloved mascot, Zeddy the bear, who will make his official comeback next year. The new Zellers store

introduces Zeddy's World, a dedicated family area where shoppers can purchase their own Zeddy and customize his clothing and accessories.

"We're giving Zeddy a whole new life," said Benitah with enthusiasm. "Customers will be able to change his outfits and interact with him in fun, creative ways. It's a nod to nostalgia but also something exciting for a new generation."

Beyond merchandise, Zellers plans to rebuild its community legacy through charitable partnerships. Benitah confirmed that the company is developing a national initiative to support pediatric oncology camps across Canada. "It's something we feel very passionate about," he said. "Zellers has always been about families, and this is an important way to give back."



Zellers store at Londonderry Mall in Edmonton. Photo: Londonderry Mall

Balancing Heritage with Innovation

While the new Zellers draws heavily on nostalgia, its leadership team is focused on modernization. E-commerce will be an essential part of that evolution, with an online store expected to launch in 2026.

"We want to get it right," said Benitah. "When we launch online shopping, the experience will be seamless and something Canadians truly love."

Plans are also underway to reintroduce Club Z, the retailer's historic loyalty program, though no specific timeline has been set. "It's on the list," he confirmed. "We know customers remember it fondly."

Zellers' pricing strategy will remain a core differentiator, balancing affordability with quality. "It's not about being cheaper than Walmart or anyone else," said Benitah. "It's about being extremely competitive and offering real value across every category."



Zellers store at Londonderry Mall in Edmonton.

Real Estate Strategy and National Growth Plans

In terms of expansion, Zellers' team is leveraging opportunities in the wake of Hudson's Bay's collapse earlier this year. Former HBC sites are now vacant, providing accessible real estate options for Zellers to repurpose efficiently.

"Our initial focus is to partner with landlords to occupy one level of former HBC stores," said Benitah. "Some of these spaces could take years to redevelop, so our goal is to bring them back to life in the interim."



By using existing anchor spaces, Zellers can minimize build-out costs and reinvigorate key shopping centres across the country. Benitah confirmed that the company is exploring locations in major markets nationwide, with announcements expected in Spring 2026.

"It's rare that such large, high-quality spaces become available," he said. "This is a unique moment to restore activity and vibrancy to these properties."

The Legacy of the Benitah Family in Canadian Retail

The Benitah family is no stranger to Canadian retail. Over the past five decades, they have operated well-known banners including Fairweather and International Clothiers. In 2019, Joey and his sister Rachel launched Wyrth, a contemporary home décor brand geared toward millennial shoppers in the Greater Toronto Area.

In August 2025, their company, Les Ailes de la Mode Inc., acquired the Zellers trademarks, logo, mascot, and the rights to Club Z and the portrait studio from Hudson's Bay. The acquisition price has not been disclosed.

For Benitah, the value of the Zellers name goes far beyond its balance sheet. "Zellers means something to Canadians," he said. "We see incredible potential in bringing it back the right way, with authenticity, warmth, and pride."





Cash area at Zellers store at Londonderry Mall in Edmonton.

A New Chapter Rooted in Nostalgia

Zellers' revival comes at a time when Canadian consumers are re-evaluating what value, community, and identity mean in retail. For many, the brand represents simpler times including family outings, affordable finds, and the unmistakable presence of Zeddy the bear greeting children at store entrances.

"I spent the day at the grand opening talking to as many customers as I could," said Benitah. "The number of people who said 'thank you for bringing Zellers back' was incredible. The energy was contagious."

As the company moves forward, the Zellers Londonderry Mall Edmonton store will serve as both a testing ground and a symbol of what's possible in Canadian retail. For shoppers and industry watchers alike, its success could signal a broader trend, one where nostalgia meets smart, sustainable retail strategy.

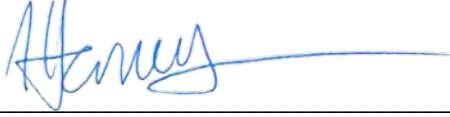
"Canadians deserve Zellers back," said Benitah. "And this time, we're building it to last."

More from Retail Insider:

- [Zellers returns with a fresh start and revised store concept in Edmonton \(October 2025\)](#)
- [Retail experts talk about the launch of a new Zellers](#)
- [Zellers Returns to Canada with 1st Edmonton Store](#)



THIS IS EXHIBIT "H"
TO THE AFFIDAVIT OF DENNIS BLASUTTI
SWORN BEFORE ME OVER VIDEOCONFERENCE
THIS 21st DAY OF NOVEMBER, 2025

A handwritten signature in blue ink, appearing to read "Henry", with a long horizontal flourish extending to the right.

Commissioner for Taking Affidavits

designer

Vaughan Mills
Vaughan, Ontario





designer
Depot





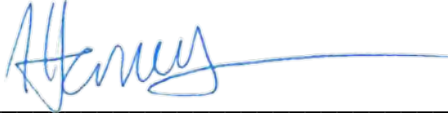








THIS IS EXHIBIT "T"
TO THE AFFIDAVIT OF DENNIS BLASUTTI
SWORN BEFORE ME OVER VIDEOCONFERENCE
THIS 21st DAY OF NOVEMBER, 2025

A handwritten signature in blue ink, appearing to read "Henry", with a long horizontal flourish extending to the right.

Commissioner for Taking Affidavits

AILES

LES AILES DE LA MODE



FAMOUS DEPARTMENT STORE ESTABLISHED IN 1994
ORIGINATING IN THE PROVINCE OF QUEBEC, CANADA.

- THE FAIRWEATHER GROUP PURCHASED LE AILES DE LA MODE
IN THE FALL OF 2005 AND OPERATED THE DEPARTMENT STORE CHAIN SUCCESSFULLY UNTIL 2017.

DEPARTMENTS INCLUDE:

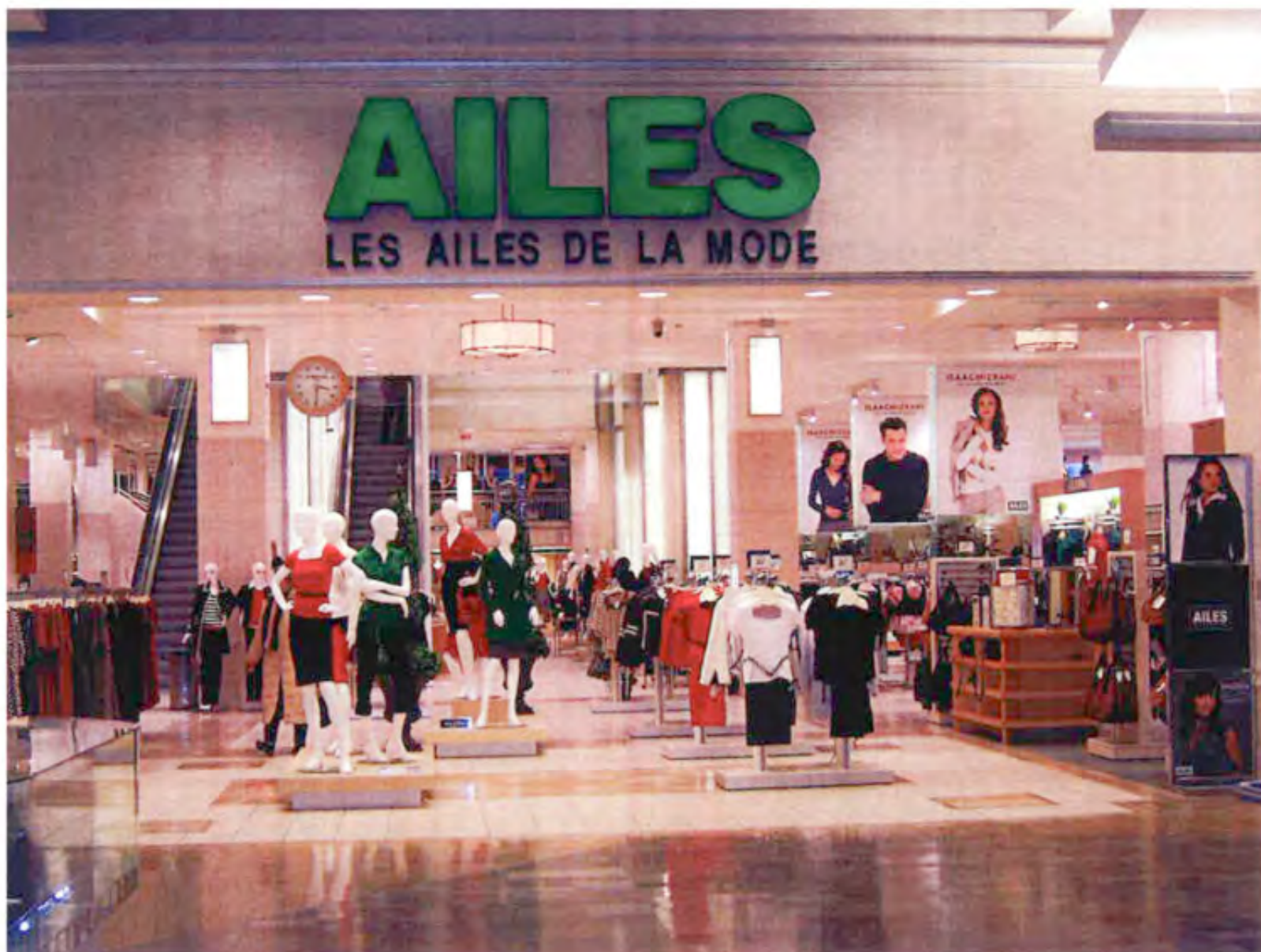
MEN'S APPAREL
WOMEN'S APPAREL
KIDSWEAR DEPARTMENT
ACCESSORIES
FOOTWEAR DEPARTMENT
HOME DECOR DEPARTMENT

- DEPARTMENTS AND MERCHANDISE WILL INCLUDE
FAMOUS BRANDS SUCH AS:

SPYDER, REEBOK, DKNY, STEVE MADDEN, JESSICA SIMPSON, BILLABONG AND MORE.
ALONG WITH LICENCED AND PRIVATE LABEL BRANDS, AS WELL AS CONCESSIONS.





























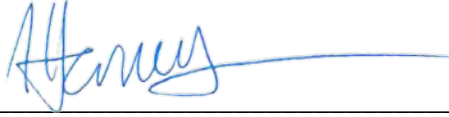








THIS IS EXHIBIT "J"
TO THE AFFIDAVIT OF DENNIS BLASUTTI
SWORN BEFORE ME OVER VIDEOCONFERENCE
THIS 21st DAY OF NOVEMBER, 2025

A handwritten signature in blue ink, appearing to read "Henry", with a long horizontal flourish extending to the right.

Commissioner for Taking Affidavits

LOAN PURCHASE AGREEMENT

THIS AGREEMENT is made as of the 23rd day of October, 2025

BETWEEN:

RC FINANCE TRUST

(the “**Purchaser**”)

OF THE FIRST PART.

– and –

RIOCAN REAL ESTATE INVESTMENT TRUST

(the “**Covenantor**”)

OF THE SECOND PART.

– and –

ROYAL BANK OF CANADA

(the “**Vendor**”)

OF THE THIRD PART.

WHEREAS the Vendor is the sole beneficial and registered owner of the Purchased Assets;

AND WHEREAS the Vendor and the Purchaser have agreed to enter this agreement to set forth the terms whereby the Purchaser has agreed to purchase, and the Vendor has agreed to sell, the Purchased Assets;

AND WHEREAS Vendor has required the Covenantor to agree to perform certain payment obligations hereunder and the Covenantor has agreed to perform such payment obligations in accordance with the applicable terms and conditions hereof;

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this agreement and the sum of Ten Dollars (\$10.00) paid by each of the parties hereto to the other and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties hereby agree and declare as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

The terms defined herein shall have, for all purposes of this agreement, the following meanings, unless the context expressly or by necessary implication otherwise requires:

“Adjusted Daily Compounded CORRA” has the meaning ascribed thereto in the Credit Agreement (as in effect on the Execution Date).

“Affiliate” means, with respect to any Person, any other Person that, directly or indirectly, controls or is controlled by or is under common control with the applicable Person;

“Agreement” means this agreement of purchase and sale and the schedules attached hereto, as amended from time to time.

“Article”, **“Section”** and **“Subsection”** mean and refer to the specified article, section and subsection of this Agreement.

“Applicable Laws” means, with respect to any Person, property, transaction or event, all laws, by-laws, rules, regulations, orders, judgments, decrees, decisions or other requirements having the force of law, all codes, directives, policies or guidelines of any Governmental Authority having the force of law and all common law relating to or applicable to such Person, property, transaction or event;

“Assignment and Assumption of Loan” means an assignment and assumption agreement substantially in the form of the agreement attached as Schedule D whereby the Vendor assigns to the Purchaser all of the Vendor’s right, title and interest in the Loan and the other Purchased Assets.

“Balance Due Date” means January 23, 2026.

“Borrower” means 2491815 Ontario Limited Partnership (formerly known as HBC YSS 1 Limited Partnership).

“Business Day” means any day, other than a Saturday, Sunday or legal holiday in Toronto, Ontario;

“Claims” means all past, present and future claims, suits, proceedings, liabilities, obligations, losses, damages, penalties, judgments, costs, expenses, fines, disbursements, legal fees on a solicitor and client basis and other professional fees and disbursements, interest, demands and actions of any nature or any kind whatsoever.

“Closing” means the closing and consummation of the agreement of purchase and sale for the Purchased Assets, including, without limitation, the payment of the Purchase Price and the delivery of the Closing Documents, on the Closing Date at the offices of the Vendor’s Solicitors.

“Closing Date” means October 24, 2025.

“**Closing Documents**” means the agreements, instruments and other documents to be delivered by the Vendor to the Purchaser pursuant to Section 5.1 and the agreements, instruments and other documents to be delivered by the Purchaser to the Vendor pursuant to Section 5.2.

“**CORRA Margin**” has the meaning ascribed thereto in the Credit Agreement (as in effect on the Execution Date).

“**Costs**” has the meaning ascribed thereto in Section 5.3.

“**Credit Agreement**” means the credit agreement dated as of January 26, 2024, between, *inter alios*, the Borrower, as borrower, the Nominee, as nominee, the Vendor, as administrative agent and lender, and the Covenantor, as guarantor, as amended by a first amendment to credit agreement dated as of July 24, 2024, as amended, restated, amended and restated, supplemented or otherwise modified from time to time.

“**Deferred Purchase Price Payment**” has the meaning ascribed thereto in Section 3.3.

“**DRA**” has the meaning ascribed thereto in Section 5.4.

“**Execution Date**” means the date upon which this Agreement is executed and delivered by each of the parties hereto.

“**First Installment**” has the meaning ascribed there in Section 3.1.

“**Governmental Authority**” means any government, regulatory authority, government department, agency, utility, commission, board, tribunal or court having jurisdiction on behalf of any nation, province or state or other subdivision thereof or any municipality, district or other subdivision thereof.

“**Indemnatee**” has the meaning ascribed thereto in Section 6.5.

“**Lands**” means the lands and premises legally described in Schedule A attached hereto, and municipally known as part of 3401 Dufferin Street, Toronto, Ontario.

“**Loan**” means the loan by the Vendor to the Borrower described in Schedule B attached hereto.

“**Loan Documents**” means those documents, reports and materials described in Schedule C attached hereto under the heading “Loan Documents”.

“**Nominee**” means Hudson’s Bay Company ULC / Compagnie de la Baie d’Hudson SRI.

“**Notice**” has the meaning ascribed thereto in Section 8.18.

“**Outstanding Principal Loan Amount**” means Seventy-Five Million and 00/100 Dollars (\$75,000,000.00).

“**Person**” means an individual, partnership, corporation, trust, unincorporated organization, government, or any department or agency thereof, and the successors and assigns thereof or the heirs, executors, administrators or other legal representatives of an individual.

“Post-Closing Interest Amount” has the meaning ascribed thereto in Section 3.3(b).

“Prime Rate” has the meaning ascribed thereto in the Credit Agreement (as in effect on the Execution Date).

“Prime Rate Margin” has the meaning ascribed thereto in the Credit Agreement (as in effect on the Execution Date).

“Purchase Price” means

[REDACTED]

“Purchased Assets” means, collectively:

- (a) the Loan; and
- (b) the Loan Documents.

“Purchaser’s Solicitors” means Goodmans LLP or such other firm or firms of solicitors or agents as are retained by the Purchaser from time to time and notice of which is provided to the Vendor.

“Remaining Principal Balance” means

[REDACTED]

“Security” means, collectively, whether or not registered, all debentures, mortgages, charges, general security agreements, assignments of rents, assignments of leases, assignments of rents and leases, security agreements creating a lien upon personal property, security on funds held in collateral accounts, insurance proceeds, certificates of deposit, deposits, reserve accounts, letters of credit and other securities interests or assets held by or on behalf of the Vendor as security for the repayment of the Loan, all as they may have been amended, extended, renewed, supplemented, restated and/or replaced from time to time.

“Transaction” means the purchase and sale of the Purchased Assets provided for in this Agreement.

“Vendor’s Solicitors” means McCarthy Tétrault LLP or such other firm or firms of solicitors or agents as are retained by the Vendor from time to time and notice of which is provided to the Purchaser.

1.2 Schedules

The following schedules attached hereto form part of this Agreement:

- Schedule A – Lands – Legal Description
- Schedule B – Loan
- Schedule C – Loan Documents
- Schedule D – Form of Assignment and Assumption of Loan

ARTICLE 2 AGREEMENT OF PURCHASE AND SALE

2.1 Purchase and Sale of the Purchased Assets

Upon and subject to the terms and conditions of this Agreement, the Vendor will sell, and the Purchaser will purchase, the Purchased Assets in consideration of the payment of the Purchase Price.

2.2 Deliveries

The Purchaser acknowledges having received or having had an opportunity to review, prior to the Execution Date, a copy of the Loan Documents.

2.3 No Representations and Warranties by Vendor Generally

- (a) The Purchaser acknowledges and agrees that, subject to the representations and warranties of the Vendor provided in Section 6.1 and the covenants of the Vendor in this Agreement, the Purchased Assets are being sold by the Vendor and purchased by the Purchaser on an “as is, where is” basis, without recourse to the Vendor and without any express or implied covenant, representation or warranty of any kind whatsoever, including, without limitation, any covenant, representation or warranty regarding the collectability of the Loan indebtedness or the value or priority of any security constituted by the Loan Documents.
- (b) The Vendor shall have no obligations or responsibility to the Purchaser after Closing with respect to any matter relating to the Purchased Assets or the Lands or the condition thereof save as otherwise expressly provided in this Agreement.
- (c) This Section 2.3 shall survive Closing.


ARTICLE 3 PURCHASE PRICE

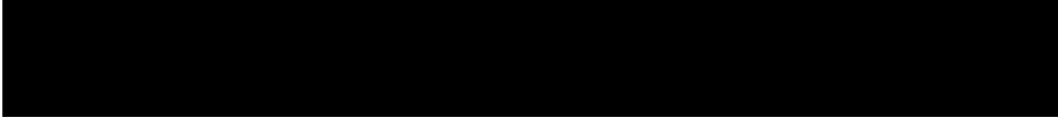
3.1 Payment of Purchase Price

The Covenantor, on behalf of the Purchaser, will pay the Purchase Price to the Vendor as follows:

- (a) On the Closing Date, the Covenantor, on behalf of the Purchaser, shall pay [REDACTED] (the “**First Installment**”) by certified cheque, negotiable bank draft or wire transfer to the Vendor or as the Vendor may direct in writing, and credited against the Purchase Price.
- (b) On or prior to the Balance Due Date, the Covenantor, on behalf of the Purchaser, shall pay to the Vendor the Deferred Purchase Price Payment in accordance with Section 3.3.

3.2 No Adjustments

- (a) Except as expressly provided for hereunder, there shall be no adjustments on Closing. In that regard, each of the Purchaser, the Covenantor and the Vendor acknowledges and agrees that 

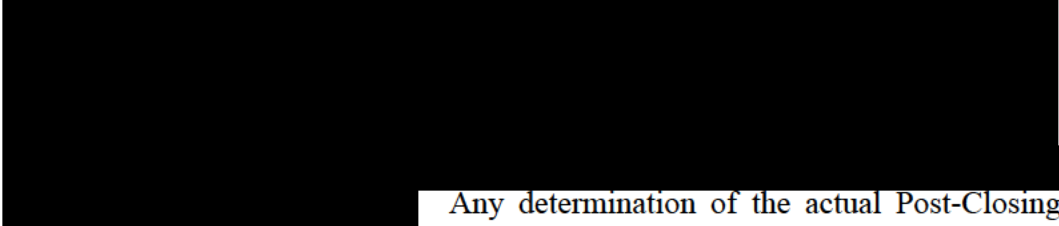

If during the period following the Execution Date and before the Closing Date any payments are made under the Loan on account of interest or principal, the Purchase Price will be reduced accordingly.

- (b) Upon transfer of the Purchased Assets to the Purchaser and the Vendor's receipt of the First Installment, all as contemplated herein, the Purchaser shall become the sole and absolute owner of the Purchased Assets and shall be entitled to receive all amounts payable, and all payments made after the Closing Date, in respect of the Loan whether or not said payments relate to the period before, on or after the Closing Date.

3.3 Deferred Purchase Price Payment

- (a) The Covenantor, on behalf of the Purchaser, hereby unconditionally and irrevocably agrees to pay to the Vendor, by not later than the Balance Due Date, an amount equal to (i) the Purchase Price, plus all Costs incurred by the Vendor between the Closing Date and the date of such payment for which neither the Purchaser nor the Covenantor has reimbursed the Vendor, minus (ii) the First Installment, minus (iii) any additional amounts which have been paid by the Purchaser, the Covenantor or either of them, to the Vendor pursuant to this Agreement and credited by the Vendor to the Purchase Price (the "**Deferred Purchase Price Payment**").

- (b) 

 Any determination of the actual Post-Closing Interest Amount as made by the Vendor pursuant to this Section 3.3(b) shall be conclusive and binding for all purposes, absent manifest error.

- (c) The Covenantor, on behalf of the Purchaser, will pay interest to the Vendor at the Prime Rate plus the Prime Rate Margin on the unpaid portion of the Deferred Purchase Price Payment, such interest to accrue from and including the Balance Due Date, and compounded monthly.
- (d) This Section 3.3 shall survive the Closing.

ARTICLE 4 CONDITIONS

4.1 Conditions in favour of Vendor

The obligation of the Vendor to complete the agreement of purchase and sale constituted on the execution and delivery of this Agreement shall be subject to the following conditions:

- (a) by Closing, all of the terms, covenants and conditions of this Agreement to be complied with or performed by the Purchaser, the Covenantor or either of them shall have been complied with or performed in all material respects;
- (b) on Closing, the representations and warranties of the Purchaser set out in Section 6.2 shall be true and accurate in all material respects;
- (c) the Loan has not been repaid in full on or before Closing; and
- (d) the Purchaser shall have provided all documentation and other information to the Vendor, if requested by the Vendor, and required by any applicable “know your customer” or “know your client” requirements and anti-money laundering and anti-terrorism laws, rules and regulations (including, without limitation, the *Proceeds of Crime (Money Laundering) and Terrorism Financing Act*).

The conditions set forth in Section 4.1 are for the benefit of the Vendor and may be waived in whole or in part by the Vendor by Notice to the Purchaser prior to Closing.

4.2 Condition in favour of Purchaser

The obligation of the Purchaser to complete the agreement of purchase and sale constituted on the execution and delivery of this Agreement shall be subject to the following conditions precedent:

- (a) by Closing, all of the terms, covenants and conditions of this Agreement to be complied with or performed by the Vendor shall have been complied with or performed in all material respects; and
- (b) on Closing, the representations and warranties of the Vendor set out in Section 6.1 shall be true and accurate in all material respects.

The conditions set forth in Section 4.2 are for the benefit of the Purchaser, and may be waived in whole or in part by the Purchaser by Notice to the Vendor prior to the applicable date for the satisfaction of each of them.

4.3 Non-Satisfaction of Conditions

If each of the conditions in Sections 4.1 and 4.2 is not satisfied or waived as therein provided on or before the applicable date referred to therein, this Agreement shall be terminated, null and void and of no further force or effect whatsoever, and each of the Vendor, Purchaser and the Covenantor shall be released from all of its liabilities and obligations under this Agreement unless the condition or conditions that have not been satisfied or waived were not satisfied as a result of its default save for those specified to survive termination. The conditions set out in Sections 4.1 and 4.2 are conditions to the obligations of the parties to this Agreement and are not conditions precedent to the existence or enforceability of this Agreement.

4.4 Efforts to Satisfy Conditions

Without derogating from any party's other obligations under this Agreement (including, in the case of the Covenantor, the obligation to pay the Purchase Price as provided for in this Agreement) it is agreed that each of the Vendor, Purchaser and the Covenantor shall act in good faith and use reasonable commercial efforts to satisfy, or cause to be satisfied, the conditions set forth in Sections 4.1 and 4.2 (other than the condition in Section 4.1(c)). Each of the Purchaser, the Vendor and the Covenantor shall act in good faith in determining whether or not a condition in its favour has been satisfied (other than the condition in Section 4.1(c)).

ARTICLE 5 CLOSING DOCUMENTS

5.1 Vendor's Closing Documents

On or before Closing, subject to the provisions of this Agreement, the Vendor shall execute or cause to be executed and shall deliver or cause to be delivered to the Purchaser the following:

- (a) the Assignment and Assumption of Loan;
- (b) registerable transfers of the Loan Documents in favour of the Purchaser (or as the Purchaser may otherwise direct in writing on or before the Closing), including, without limitation, (i) land titles documents required to record the transfers by the Vendor to the Purchaser (or its designee) of the Security in the relevant land registry or land titles offices, and (ii) financing change statements noting the change of name of creditor from the Vendor to the Purchaser (or its designee) for each of the

Security, in respect of which, a financing statement has been filed under the *Personal Property Security Act* (Ontario) and other equivalent legislation in other jurisdictions where required;

- (c) a notice and direction to the Borrower advising of the purchase and sale of the Loan and the other Purchased Assets by the Purchaser and directing them to remit to the Purchaser all Loan payments;
- (d) assignment(s) and release(s) of interest by the Vendor with respect to any insurance policy in respect of the Lands;
- (e) a direction as to the payee or payees of the Purchase Price;
- (f) originals (or copies to the extent originals are not in the Vendor's possession or control) of all documentation referred to in Section 2.2;
- (g) a mortgage statement as of the Closing Date;
- (h) in the event the Closing Date does not occur on the date of the execution and delivery of this Agreement, a certificate of the Vendor confirming that, as of the Closing Date, the representations and warranties of the Vendor set out in Section 6.1 are true and accurate in all material respects, save and except with respect to any non-material matters which have occurred following the Execution Date and which are listed in such certificate; and
- (i) all other conveyances and documents which are required and which the Purchaser has reasonably requested on or before the Closing Date to give effect to the proper transfer, assignment and conveyance by the Vendor to the Purchaser of the Purchased Assets.

All documentation shall be in form and substance acceptable to the Purchaser and the Vendor each acting reasonably and in good faith, provided that none of such documents shall contain covenants, representations or warranties which are in addition to or more onerous upon either the Vendor or the Purchaser than those expressly set forth in this Agreement.

5.2 Purchaser's Closing Documents

On or before Closing, subject to the provisions of this Agreement, the Purchaser shall execute or cause to be executed and shall deliver or cause to be delivered to the Vendor's Solicitors the following:

- (a) the First Installment;
- (b) the Assignment and Assumption of Loan;
- (c) in the event the Closing Date does not occur on the date of the execution and delivery of this Agreement, a certificate of the Purchaser confirming that, as of the Closing Date, the representations and warranties of the Purchaser set out in Section

6.2 are true and accurate in all material respects, save and except with respect to any non-material matters which have occurred following the Execution Date and which are listed in such certificate; and

- (d) all other documents which the Vendor reasonably requests to give effect to the Transaction and to result in the proper assumption of the Purchased Assets by the Purchaser.

All documentation shall be in form and substance acceptable to the Purchaser and the Vendor each acting reasonably and in good faith, provided that none of such documents shall contain covenants, representations or warranties which are in addition to or more onerous upon either the Vendor or the Purchaser than those expressly set forth in this Agreement.

5.3 Costs and Expenses

The Covenantor, on behalf of the Purchaser, shall pay to the Vendor, promptly upon demand therefor by the Vendor (without duplication), (a) all reasonable out-of-pocket expenses of the Vendor which are payable to the Vendor pursuant to, and in accordance with, the applicable terms and conditions of Section 16.01 of the Credit Agreement, and (b) the amount of all reasonable costs and expenses (including legal fees) incurred by the Vendor in connection with this Transaction, including, without limitation, the negotiation, preparation and entry into of this Agreement and the Closing Documents and the enforcement of the Vendor's rights in connection with this Agreement (collectively, "**Costs**"). The Covenantor, on behalf of the Purchaser, shall be responsible for and pay all registration fees payable in respect of registration by the Vendor and the Purchaser, or any of them, of any documents on Closing. This Section 5.3 shall survive the Closing.

5.4 Closing and Registration

This Agreement shall be completed at 1:00 p.m. on the Closing Date at the offices of the Vendor's Solicitors in Toronto, subject to real property registrations being electronically effected in the appropriate land registry offices. The Vendor and Purchaser covenant and agree to cause their respective solicitor to enter into a document registration agreement (the "**DRA**") in the form recommended by the Law Society of Ontario to govern the electronic submission of the assignment of mortgage/charge to the applicable Land Registry Offices. The DRA shall outline or establish the procedures and timing for completing all registrations electronically and provide for all Closing Documents and closing funds to be held in escrow pending the submission of the transfers and other land titles documents to the Land Registry Offices and their acceptance by virtue of each registration document being assigned a registration number. The DRA shall also provide that if there is a problem with the Teraview electronic registration system which does not allow the parties to electronically register all registration documents on Closing, the Closing Date shall be deemed to be extended until the next day when the system is accessible and operating for the Land Registry Offices applicable to the Lands.

5.5 Non-Assignable Rights

Nothing in this Agreement or in any Closing Document shall be construed as an assignment to the Purchaser of, or an attempt to assign to the Purchaser, any of the Purchased Assets that is (i) not

assignable, or (ii) not assignable without the approval or consent of the other party or parties thereto, without obtaining such approval or consent.

ARTICLE 6

REPRESENTATIONS, WARRANTIES AND COVENANTS

6.1 Vendor's Representations

The Vendor hereby represents and warrants to and in favour of the Purchaser that, as of the date of this Agreement and as of the Closing Date:

- (a) the Vendor is, and at Closing will be, the sole registered and beneficial owner and holder of all legal and beneficial right, title and interest in the Purchased Assets, free and clear of any liens, claims, encumbrances, participation interests, equities, pledges, charges, or security interests of any nature;
- (b) the information listed on Schedule B is true and correct;
- (c) the documents referred to in Schedule C represent all of the documents in connection with the Loan in the possession of the Vendor and deemed to be material by the Vendor, acting reasonably;
- (d) the Vendor is not aware of any Claims which would reasonably be expected to materially and adversely affect the Loan or the Transaction, except for any Claims which have been previously disclosed to the Purchaser or the Covenantor; and
- (e) to the actual knowledge of the Vendor, the demand debenture and the general assignment of leases and rents each referred to in Schedule C, constitute a first priority lien on the Lands, subject to Permitted Encumbrances (as defined in the Credit Agreement).

6.2 Purchaser's Representations

The Purchaser hereby represents and warrants to and in favour of the Vendor that, as of the date of this Agreement and as of the Closing Date:

- (a) the Purchaser is a Person existing under the laws of its jurisdiction of formation and has the necessary authority, power and capacity to own the Purchased Assets and to enter in this Agreement and to carry out the agreement of purchase and sale constituted on the execution and delivery of this Agreement and the documents and Transaction contemplated herein on the terms and conditions herein contained;
- (b) the agreement of purchase and sale constituted on the execution and delivery of this Agreement and the obligations of the Purchaser hereunder and the documents and Transaction contemplated herein have been authorized by all requisite proceedings and constitute legal, valid and binding obligations of the Purchaser enforceable against the Purchaser in accordance with their terms; and

- (c) the Purchaser has not retained the services of any broker or agent in connection with the Transaction contemplated by this Agreement and has not dealt with any broker or agent in connection with the Transaction.

6.3 Covenantor's Representations

The Covenantor hereby represents and warrants to and in favour of the Vendor that, as of the date of this Agreement and as of the Closing Date:

- (a) the Covenantor is a Person existing under the laws of its jurisdiction of formation and has the necessary authority, power and capacity to enter in this Agreement and to perform its obligations hereunder on the terms and conditions herein contained; and
- (b) the agreement of purchase and sale constituted on the execution and delivery of this Agreement and the obligations of the Covenantor hereunder and the documents and Transaction contemplated herein have been authorized by all requisite proceedings and constitute legal, valid and binding obligations of the Covenantor enforceable against the Covenantor in accordance with their terms.

6.4 Survival of Representations

The representations, warranties and certifications contained in this Agreement or in any Closing Documents shall not merge on Closing but shall survive for a period of 180 days after the Closing Date.

6.5 Indemnification by the Covenantor

The Covenantor shall indemnify the Vendor (and any sub-agent thereof) and each lender under the Credit Agreement (each, an “**Indemnitee**”) against, and hold each Indemnitee harmless from, any and all Claims suffered or incurred by an Indemnitee or asserted against any Indemnitee by any Person arising out of, in connection with, or as a result of (a) the Transaction, (b) the Loan or the administration thereof, (c) any environmental matters with respect to the Lands, or (d) any actual or prospective Claim relating to any of the foregoing, whether based on contract, tort or any other theory, regardless of whether any Indemnitee is a party thereto, provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such Claims are as a result of the breach of this Agreement by the Vendor or are determined by a court of competent jurisdiction by final and non-appealable judgment to have resulted from the gross negligence, criminal acts or omissions or wilful misconduct of such Indemnitee. This Section 6.5 shall survive Closing.

**ARTICLE 7
INTENTIONALLY OMITTED**

**ARTICLE 8
GENERAL**

8.1 Gender and Number

Words importing the singular include the plural and vice versa. Words importing gender include all genders.

8.2 Captions and Table of Contents

The caption, headings and table of contents contained herein are for reference only and in no way effect this Agreement or its interpretation.

8.3 Obligations as Covenants

Each agreement and obligation of any of the parties hereto in this Agreement, even though not expressed as a covenant, is considered for all purposes to be a covenant.

8.4 Applicable Law

This Agreement shall be construed and enforced in accordance with the laws of the Province of Ontario and the laws of Canada applicable thereto and shall be treated in all respects as an Ontario contract.

8.5 Currency

All reference to currency in this Agreement shall be deemed to be reference to Canadian dollars.

8.6 Invalidity

If any immaterial covenant, obligation, agreement or part thereof or the application thereof to any person or circumstance, to any extent, shall be invalid or unenforceable, the remainder of this Agreement or the application of such covenant, obligation or agreement or part thereof to any person, party or circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby. Each covenant, obligation and agreement in this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.

8.7 Amendment of Agreement

No supplement, modification, waiver or termination (other than a termination pursuant to Article 4 of this Agreement) shall be binding unless executed in writing by the parties hereto in the same manner as the execution of this Agreement.

8.8 Time of the Essence

Time shall be of the essence of this Agreement.

8.9 Further Assurances

Each of the parties hereto shall from time to time hereafter and upon any reasonable request of the other, execute and deliver, make or cause to be made all such further acts, deeds, assurances and things as may be reasonably required or necessary to more effectually implement and carry out the true intent and meaning of this Agreement.

8.10 Entire Agreement

This Agreement and any agreements, instruments and other documents herein contemplated to be entered into between, by or including the parties hereto constitute the entire agreement between the parties hereto pertaining to the agreement of purchase and sale provided for herein and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, with respect thereto, and there are no other warranties or representations and no other agreements between the parties hereto in connection with the agreement of purchase and sale provided for herein except as specifically set forth in this Agreement or the Schedules attached hereto.

8.11 Waiver

No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision (whether or not similar) nor shall any waiver constitute a continuing waiver unless otherwise expressed or provided.

8.12 Solicitors as Agents and Tender

Any notice, approval, waiver, agreement, instrument, document or communication permitted, required or contemplated in this Agreement may be given or delivered and accepted or received by the Purchaser's Solicitors on behalf of the Purchaser and by the Vendor's Solicitors on behalf of the Vendor and any tender of Closing Documents may be made upon the Vendor's Solicitors and the Purchaser's Solicitors, as the case may be.

8.13 Merger

Except as otherwise expressly set out herein, this Agreement shall merge with the closing of the Transaction contemplated herein.

8.14 Survival

Except as otherwise provided in this Agreement, no representations, warranties, covenants or agreements of either the Vendor or the Purchaser shall survive Closing. This provision survives Closing.

8.15 Successors and Assigns

All of the covenants and agreements in this Agreement shall be binding upon the parties hereto and their respective successors and assigns and shall enure to the benefit of and be enforceable by

the parties hereto and their respective successors and their permitted assigns pursuant to the terms and conditions of this Agreement.

8.16 Assignment

The Purchaser shall not assign its rights and/or obligations hereunder or effect a “change of control” so as to indirectly effect the foregoing, without in each case first obtaining the approval in writing of the Vendor, which approval may be arbitrarily withheld. Notwithstanding the foregoing, at any time the Purchaser shall be entitled to assign its interest in this Agreement to an Affiliate of the Purchaser or to any Person in which the Purchaser or an Affiliate retains an equity interest, in each case, without the consent of the Vendor, provided that in each case the Purchaser has delivered to the Vendor not less than ten (10) Business Days’ prior written notice of such assignment.

The Covenantor shall not assign its rights and/or obligations hereunder or effect a “change of control” so as to indirectly effect the foregoing, without in each case first obtaining the approval in writing of the Vendor, which approval may be arbitrarily withheld.

8.17 Recourse

Nothing in this Agreement shall mean, nor be construed to mean, that the recourse of the Vendor against each of the Purchaser and the Covenantor is anything other than full recourse with respect to the Purchaser’s or the Covenantor’s, as applicable, obligations under this Agreement. Notwithstanding the foregoing, the Vendor acknowledges and agrees that the obligations and liabilities of the Covenantor under this Agreement are not personally binding upon, and resort shall not be had to, nor shall recourse or satisfaction be sought from the private property of any of: (a) the unit holders of the Covenantor; (b) annuitants under a plan of which a unit holder of the Covenantor acts as a trustee or carrier; or (c) the officers, trustees, employees or agents of the Covenantor.

8.18 Notice

Any notice, demand, approval, consent, information, agreement, offer, request or other communication (hereinafter referred to as a “**Notice**”) to be given under or in connection with this Agreement shall be in writing and shall be given by personal delivery during regular business hours on any Business Day or by facsimile transmission or other electronic communication which results in a written or printed notice being given, addressed or sent as set out below or to such other address or electronic number as may from time to time be the subject of a Notice:

(a) Vendor:

Royal Bank of Canada
Special Loans and Advisory Services
20 King Street West, 2nd Floor
Toronto, ON M5H 1C4

Attention: Hugh Prychitka
Email: hugh.prychitka@rbc.com

(b) Purchaser and Covenantor:

RioCan Real Estate Investment Trust
2300 Yonge Street, Suite 500
PO Box 2386
Toronto, ON M4P 1E4

Attention: Dennis Blasutti and Rocky Kim
Email: dblasutti@riocan.com and rkim@riocan.com

Any Notice, if personally delivered, shall be deemed to have been validly and effectively given and received on the date of such delivery and if sent by facsimile transmission or other electronic communication with confirmation of transmission prior to 4:00 p.m., shall be deemed to have been validly and effectively given and received on the Business Day it was sent unless the confirmation of transmission was after 4:00 p.m. in which case it shall be deemed to have been received on the next following Business Day.

8.19 Subdivision Control

This Agreement and the Transactions reflected herein are subject to compliance with subdivision control provisions of the *Planning Act* (Ontario).

8.20 Intention of Parties

It is the intention of the parties that the Purchaser is purchasing, and the Vendor is selling, the Purchased Assets, rather than entering into a loan by the Purchaser to the Vendor secured by the Purchased Assets. Accordingly, the parties hereto each intend to treat the transaction contemplated herein for income tax purposes as a sale by the Vendor, and a purchase by the Purchaser, of the Purchased Assets.

8.21 No Partnership

This Agreement is not intended to constitute, and shall not be construed to establish, a partnership, joint venture or any other relationship between the Vendor and the Purchaser other than vendor and purchaser.

8.22 Facsimiles and Counterparts

All parties agree that this Agreement may be executed in counterpart and transmitted by telecopier or email and that the reproduction of signatures in counterpart by way of telecopier or email will be treated as though such reproduction were executed originals. Each party undertakes to provide the other with a copy of this Agreement bearing original signatures within a reasonable time after the Execution Date.

**THE REMAINDER OF THIS PAGE HAS BEEN LEFT
INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS.**

IN WITNESS WHEREOF the Purchaser has executed this Agreement as evidenced by its properly authorized officer as of the day and year first above written.

**RC FINANCE TRUST, by its trustee,
RIOCAN FINANCIAL SERVICES
LIMITED**

Per: _____

Name: _____

Title: _____

Per: _____

Name: _____

Title: _____

IN WITNESS WHEREOF the Covenantor has executed this Agreement as evidenced by its properly authorized officer as of the day and year first above written.

**RIOCAN REAL ESTATE INVESTMENT
TRUST**

Per: _____

Name: _____

Title: _____

Per: _____

Name: _____

Title: _____

IN WITNESS WHEREOF the Vendor has accepted this Agreement as evidenced by its properly authorized officer as of this 24th day of October, 2025.

ROYAL BANK OF CANADA

Per:

[REDACTED]

Name:

[REDACTED]

Title:

[REDACTED]

Per:

Name:

Title:

SCHEDULE A
LEGAL DESCRIPTION OF LANDS

Firstly: PIN 10232-0139 (LT)

PT. PCL 8-2 SECT Y-7 FREEHOLD, PT LTS 8 AND 9, CON 2 WYS BEING PTS 5 AND 6 ON 66R16192; CITY OF TORONTO

Secondly: PIN 10232-0146 (LT)

PCL. 8-1 SECT Y-7 FREEHOLD, PT LTS 8 AND 9, CON 2 WYS BEING PTS 3, 14 AND 15 ON 66R13323, SAVE AND EXCEPT PT 1 ON 66R15578, SAVE AND EXCEPT PT 3 ON 66R16192 AND SAVE AND EXCEPT PART 4 (LEASEHOLD) ON 66R16192. SUBJECT TO NY 329294 (B108844), NY 353722 (B108843), NY357732 (B1088420), SUBJECT TO COVENANTS AS IN NY353722 (B108843) TWP OF YORK/NORTH YORK; CITY OF TORONTO

Thirdly: PIN 10232-0151 (LT)

CONSOLIDATION OF VARIOUS PROPERTIES PCL 8-1 AND PCL 8-2 SECTION Y7 LEASEHOLD PT LOTS 8 AND 9 CON 2 WYS BEING PARTS 4, 5 AND 6 ON 66R16192 TWP OF YORK/NORTH YORK; CITY OF TORONTO

Fourthly: PIN 10232-0290 (LT)

PT LT 8 CON 2 WYS PTS 10, 11, 12, & 13 PL 66R-13323 EXCEPT PT 1 PL 66R-20399; CITY OF TORONTO

Fifthly: PIN 10232-0292 (LT)

PT LT 8 CON 2 WYS PT 7 PL 66R-13323 SAVE AND EXCEPT PT 3 PL 66R-20399; SUBJECT TO EASEMENT IN NY410178 (B106442); CITY OF TORONTO

Sixthly: PIN 10232-0294 (LT)

PT LT 8 CON 2 WYS PTS 8 & 9 PL 66R-13323 SAVE AND EXCEPT PT 2 PL 66R-20399; CITY OF TORONTO

Seventhly: PIN 10232-0308 (LT)

PT PCL 8-9 SECTION Y7 FREEHOLD PT LOT 9 CON 2 WYS BEING PT 2 ON 66R-16192 AND PCL 9-2 SECTION Y7 FREEHOLD PT LOT 9 CON 2 WYS BEING PT 4 ON 66R-13323 EXCEPT PART 1 ON 66R27868 AND PART 2 ON 66R26957; CITY OF TORONTO

Eighthly: PIN 10232-0310 (LT)

PT PCL 8-9 SECT Y7 PT LT 9, CON 2, WYS BEING PTS 1 & 2 ON 66R13323, SAVE AND EXCEPT PT 2 ON 66R16192 AND PART 1 ON PLAN 66R26957 AND PART 1 ON PLAN 66R26957; SUBJECT TO RIGHT IN NY 427518 (93168) TWP OF YORK/NORTH; CITY OF TORONTO


Ninthly: 10232-0312 (LT)

PT LT 9 CON 2 WYS PT 3 PL 66R-16192 EXCEPT AND PART 2 ON 66R27868; AND

TOGETHER WITH EASEMENTS IN C702847 AND PT LTS 8 & 9 CON 2 WYS PTS 5 & 6 PL 66R-13323 SAVE AND EXCEPT PTS 5 & 6 PL 66R-16192 & PT 1 PL 66R-19232, S/T A900224 OVER PT 1 66R-10317; THE EAST LIMIT OF YORKDALE ROAD CONFIRMED BY BOUNDARIES ACT PLAN 66BA1840 BY INSTRUMENT NUMBER A903615 AMENDED BY C13675, THE NORTH LIMIT OF HIGHLAND HILL CONFIRMED BY BOUNDARIES ACT PL AN 66BA1910 BY INSTRUMENT NUMBER A933197/D746; CITY OF TORONTO

SCHEDULE B
LOAN

HBC Yorkdale Loan

Borrower:	2491815 Ontario Limited Partnership
Outstanding Principal Amount:	\$75,000,000.00
Maturity Date:	January 26, 2027
Interest Rate:	Adjusted Daily Compounded CORRA plus the CORRA Margin
Repayment Amount as of the Balance Due Date:	

¹ Subject to readjustment post-Closing in accordance with Section 3.3(b).

SCHEDULE C
LOAN DOCUMENTS

Glossary

“Borrower”	-	2491815 Ontario Limited Partnership
“Covenantor”	-	RioCan Real Estate Investment Trust
“Lender”	-	Royal Bank of Canada, as administrative agent
“Nominee”	-	Hudson’s Bay Company ULC / Compagnie de la Baie d’Hudson SRI

1. Credit Agreement dated as of January 26, 2024, between the Borrower, as borrower, the Nominee, as nominee, the Covenantor, as guarantor, and the Lender, as administrative agent and a lender, as amended by a first amendment to credit agreement dated as of July 24, 2024, and containing a guarantee from the Covenantor in favour of the Lender.
2. \$100,000,000 demand debenture granted by the Nominee in favour of the Lender dated January 26, 2024 and registered January 26, 2024 as Instrument No. AT6502526.
3. General assignment of leases and rents dated as of January 26, 2024 granted by the Nominee in favour of the Lender, notice of which was registered January 26, 2024 as Instrument No. AT6502527.
4. Direction and acknowledgment dated January 26, 2024 given by the Borrower in favour of the Lender.
5. Leasehold lender agreement dated as of January 26, 2024 between the Lender, Yorkdale Shopping Centre Holdings Inc., OMERS Realty Corporation, OMERS Realty Holdings (Yorkdale) Inc., ARI YKD GP Inc., ARI YKD Investments LP, the Borrower and the Nominee.
6. Ontario PPSA Ref File No. 502245171, registration no. 20240126 1331 9234 2114 in favour of the Lender.
7. Ontario PPSA Ref File No. 502245225, registration no. 20240126 1333 9234 2115 in favour of the Lender.
8. BC PPSA Base Registration Number 157006Q in favour of the Lender.
9. Officer’s certificate of the Nominee dated as of January 26, 2024 in favour of, *inter alios*, the Lender.

10. Officer's certificate of the Covenantor dated as of January 26, 2024 in favour of, *inter alios*, the Lender.
11. Borrower's certificate re. existing PPSA registrations dated as of January 26, 2024 in favour of, *inter alios*, the Lender.
12. Opinion of Stikeman Elliott LLP dated January 26, 2024.
13. Opinion of Fogler, Rubinoff LLP dated January 26, 2024.
14. Title insurance policy number 240112001437 from FCT Insurance Company Ltd.
15. Direction re: Funds from Borrower to Lender dated January 26, 2024.
16. Tenant estoppel certificate dated January 25, 2024 from Hudson's Bay Company ULC in favour of the Lender.
17. Non-Disturbance and Attornment Agreement dated as of January 26, 2024, between the Nominee and the Lender.

SCHEDULE D
FORM OF ASSIGNMENT AND ASSUMPTION OF LOAN

ASSIGNMENT AND ASSUMPTION OF LOAN

THIS AGREEMENT made as of the ● day of ●, 2025,

BETWEEN:

ROYAL BANK OF CANADA
(the “**Vendor**”)

OF THE FIRST PART,

- and -

RC FINANCE TRUST
(the “**Assignee**”)

OF THE SECOND PART.

RECITALS:

A. Pursuant to the terms of a loan purchase agreement dated the ● day of October, 2025 between the Vendor and the Assignee (the “**Loan Purchase Agreement**”), the Vendor agreed to sell, and the Assignee agreed to buy, the Loan described in Schedule “A” thereto, all security held by the Vendor in support of the Loan and the other Purchased Assets, all upon the terms and conditions contained therein; [NTD: If the Vendor directed title, add recital.]

B. In furtherance of the terms of the Loan Purchase Agreement, the Vendor and the Assignee have entered into this agreement (the “**Agreement**”) for the purpose of transferring the Purchased Assets to the Assignee as contemplated by the Loan Purchase Agreement; and

C. All capitalized terms in this Agreement shall have the meanings ascribed thereto in the Loan Purchase Agreement unless otherwise defined herein or the context requires otherwise.

NOW THEREFORE IN CONSIDERATION OF the mutual covenants and obligations contained herein and in the Loan Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged by the Vendor and the Assignee, the Vendor and the Assignee hereby agree as follows:

1. The Vendor does hereby sell, convey, assign and transfer unto the Assignee, its successors and assigns, all of the Vendor’s right, title and interest in and to the Purchased Assets, including, without limitation, all amounts of principal and interest owing to the Vendor in connection with the Loan.

2. The Vendor does hereby assign and transfer unto the Assignee, its successors and assigns, all of the Vendor's right, title and interest in and to any insurance policies in respect of the Loan, the Lands, the Borrower and the Nominee and the proceeds thereof.
3. The sale, conveyance, assignment and transfer by the Vendor to the Assignee as set forth in Section 1 of this Agreement (collectively, the "**Transfer**") is an absolute conveyance, transfer and assignment of the Purchased Assets, and not a collateral assignment, pledge or other hypothecation for security purposes.
4. To the extent originating after the date hereof, the Assignee hereby accepts the Transfer upon the terms set out herein and assumes, agrees to observe, perform, fulfill and be bound by, all terms, covenants, conditions, obligations relating to the Purchased Assets which are to be observed, performed and fulfilled by the owner and holder of the Loan and the other Purchased Assets in the same manner and to the same extent as if the Assignee were the lender named in the Loan Documents.
5. Notwithstanding the foregoing or anything else contained herein or elsewhere, in the event of any conflict, discrepancy, difference, ambiguity and/or contradiction in or between any of the terms and conditions contained in this Agreement and the terms and conditions contained in the Loan Purchase Agreement, the terms and conditions contained in the Loan Purchase Agreement shall govern and the terms and conditions of this Agreement shall be deemed to be amended accordingly. Nothing herein reduces each of the Vendor's and the Assignee's covenants, obligations, representations, warranties and/or indemnities pursuant to the Loan Purchase Agreement from time to time.
6. The Vendor and the Assignee each agrees to use reasonable efforts to execute, acknowledge and deliver to the other or otherwise facilitate such further acts or assurances or additional documents, instruments or agreements and to take such other steps or actions to confirm or better or more fully evidence or effect the transaction described in this Agreement as may reasonably be necessary, desirable or appropriate and within its power.
7. This Agreement shall be binding upon, enure to the benefit of, and be enforceable by the Vendor and the Assignee and their respective successors and permitted assigns.
8. This Agreement is to be governed by and construed in accordance with the laws of the Province of Ontario.
9. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document.

**THE REMAINDER OF THIS PAGE HAS BEEN LEFT
INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS.**

IN WITNESS WHEREOF the Vendor and the Assignee have duly executed this Agreement with effect as of the date first above written.

ROYAL BANK OF CANADA

Per: _____

Name:

Title:

Per: _____

Name:

Title:

We have authority to bind the above.

**RC FINANCE TRUST, by its trustee,
RIOCAN FINANCIAL SERVICES
LIMITED**

Per: _____

Name:

Title:

**RIOCAN REAL ESTATE INVESTMENT
TRUST**

Per: _____

Name:

Title:

**RIOCAN REAL ESTATE
INVESTMENT TRUST, et al.**

2455034 ONTARIO LIMITED, et al.

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

Applicants

Respondents

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

REPLY AFFIDAVIT OF DENNIS BLASUTTI
(Sworn November 21, 2025)

GOODMANS LLP

Barristers & Solicitors
333 Bay Street, Suite 3400
Toronto, Canada M5H 2S7

Robert J. Chadwick LSO#: 35165K
rchadwick@goodmans.ca

Joseph Pasquariello LSO# 38390C
jpasquariello@goodmans.ca

Julie Rosenthal LSO #: 41011G
jrosenthal@goodmans.ca

Andrew Harmes LSO#: 73221A
aharmes@goodmans.ca

Tel: (416) 979-2211
Fax: (416) 979-1234

Lawyers for RioCan Real Estate Investment Trust