

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

*In the matter of an Application under Section 243(1) of the Bankruptcy and Insolvency Act, R.S.C. 1985, C. B-3, as am.; and Section 101 of the Courts of Justice Act, R.S.O. 1990, C. C.43, as am.*

**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

**RIOCAN-HBC LIMITED PARTNERSHIP, RIOCAN-HBC GENERAL PARTNER  
INC., HBC YSS 1 LIMITED PARTNERSHIP, HBC YSS 1 LP INC., HBC YSS 2  
LIMITED PARTNERSHIP, HBC YSS 2 LP INC., RIOCAN-HBC OTTAWA  
LIMITED PARTNERSHIP, RIOCAN-HBC (OTTAWA) HOLDINGS INC., and  
RIOCAN-HBC (OTTAWA) GP, INC.**

Respondents

**MOTION RECORD  
SUR-REPLY AFFIDAVIT OF NADIA CORRADO**

November 28, 2025

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as am.*

**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

**RIOCAN-HBC LIMITED PARTNERSHIP, RIOCAN-HBC GENERAL PARTNER INC.,  
HBC YSS 1 LIMITED PARTNERSHIP, HBC YSS 1 LP INC., HBC YSS 2 LIMITED  
PARTNERSHIP, HBC YSS 2 LP INC., RIOCAN-HBC OTTAWA LIMITED  
PARTNERSHIP, RIOCAN-HBC (OTTAWA) HOLDINGS INC., and RIOCAN-HBC  
(OTTAWA) GP, INC.**

Respondents

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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 -

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as at November 28, 2025

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[evan.cobb@nortonrosefulbright.com](mailto:evan.cobb@nortonrosefulbright.com); [orestes.pasparakis@nortonrosefulbright.com](mailto:orestes.pasparakis@nortonrosefulbright.com);  
[ataylor@stikeman.com](mailto:ataylor@stikeman.com); [lpillon@stikeman.com](mailto:lpillon@stikeman.com); [mkonyukhova@stikeman.com](mailto:mkonyukhova@stikeman.com);  
[JMann@stikeman.com](mailto:JMann@stikeman.com); [pyang@stikeman.com](mailto:pyang@stikeman.com); [bketwaroo@stikeman.com](mailto:bketwaroo@stikeman.com);  
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[jcaruso@fasken.com](mailto:jcaruso@fasken.com); [djmiller@tgf.ca](mailto:djmiller@tgf.ca); [anesbitt@tgf.ca](mailto:anesbitt@tgf.ca); [dpalter@tgf.ca](mailto:dpalter@tgf.ca); [asoutter@tgf.ca](mailto:asoutter@tgf.ca);  
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[AGLSBRevTaxInsolvency@gov.bc.ca](mailto:AGLSBRevTaxInsolvency@gov.bc.ca); [cindy.cheuk@gov.bc.ca](mailto:cindy.cheuk@gov.bc.ca); [aaron.welch@gov.bc.ca](mailto:aaron.welch@gov.bc.ca);  
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[DanielCantin@revenuquebec.ca](mailto:DanielCantin@revenuquebec.ca); [Patrick.Magen@revenuquebec.ca](mailto:Patrick.Magen@revenuquebec.ca); [notif-quebec@revenuquebec.ca](mailto:notif-quebec@revenuquebec.ca); [notif-montreal@revenuquebec.ca](mailto:notif-montreal@revenuquebec.ca); [agc-pgc.toronto-tax-fiscal@justice.gc.ca](mailto:agc-pgc.toronto-tax-fiscal@justice.gc.ca); [hueylee@kpmg.ca](mailto:hueylee@kpmg.ca); [hparks@kpmg.ca](mailto:hparks@kpmg.ca); [mackenziewong@kpmg.ca](mailto:mackenziewong@kpmg.ca);  
[S.Hylands@kevril.ca](mailto:S.Hylands@kevril.ca); [b.raynauld@kevril.ca](mailto:b.raynauld@kevril.ca); [aho@airdberls.com](mailto:aho@airdberls.com); [kplunkett@airdberls.com](mailto:kplunkett@airdberls.com);  
[mschacter@mlkaufman.ca](mailto:mschacter@mlkaufman.ca); [agreenspoon@mlkaufman.ca](mailto:agreenspoon@mlkaufman.ca);

# TAB 1

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

*In the matter of an Application under Section 243(1) of the Bankruptcy and Insolvency Act, R.S.C. 1985, C. B-3, as am.; and Section 101 of the Courts of Justice Act, R.S.O. 1990, C. C.43, as am.*

**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

**RIOCAN-HBC LIMITED PARTNERSHIP, RIOCAN-HBC GENERAL PARTNER  
INC., HBC YSS 1 LIMITED PARTNERSHIP, HBC YSS 1 LP INC., HBC YSS 2  
LIMITED PARTNERSHIP, HBC YSS 2 LP INC., RIOCAN-HBC OTTAWA  
LIMITED PARTNERSHIP, RIOCAN-HBC (OTTAWA) HOLDINGS INC., and  
RIOCAN-HBC (OTTAWA) GP, INC.**

Respondents

**SUR-REPLY AFFIDAVIT OF NADIA CORRADO  
Sworn November 28, 2025**

I, **Nadia Corrado**, of the City of Toronto, in the Province of Ontario, MAKE OATH AND  
SAY AS FOLLOWS:

1. I swear this affidavit further to my affidavit sworn November 13, 2025. Capitalized terms not otherwise defined herein have the meaning attributed to them in my November 13, 2025 affidavit. I swear this affidavit in reply to matters raised in the reply affidavit of Dennis Blasutti sworn November 21, 2025 (the “**Reply Blasutti Affidavit**”) and the Reply Record of the Receiver dated November 21, 2025 (the “**Reply Record**”) containing the

Affidavit of James Tate sworn November 21, 2025 (the “**Tate Affidavit**”) and the Affidavit of Ian Putnam sworn November 21, 2025 (the “**Putnam Affidavit**”).

2. I have knowledge of the matters to which I hereinafter depose, which knowledge is either personal to me, obtained from a review of the documents to which I refer, or, where indicated, based on information and belief, in which case I believe such information to be true. Where I have indicated that I have obtained facts from other sources, I have identified the sources and I believe those facts to be true.
3. I do not reply to all statements with which Oxford disagrees in the Reply Blasutti Affidavit or the Reply Record. By not addressing each, it should not be taken as Oxford agreeing with those statements.

*The Reply Blasutti Affidavit*

4. The Reply Blasutti Affidavit describes one source of “value” in the Head Lease as “*the amount that would be paid by Oxford for the surrender of the Head Lease.*” RioCan is a landlord and competitor of Oxford. Oxford views any attempt by RioCan to extract “hold-up value” to be wholly inappropriate.
5. Paragraphs 19 to 32 of the Reply Blasutti Affidavit refer to discussions that representatives of RioCan are alleged to have had with representatives of Fairweather for the purpose of understanding plans for the re-launch of the Ailes brand, both generally, and specifically with respect to the Leased Premises at Yorkdale. This does not sufficiently address the questions asked by Oxford since September 3, 2025 (Appendix K to the Motion Record of the Receiver dated October 11, 2025) in respect of the plans for Les Ailes de la Mode or

any new concept Ailes (“**Ailes**”) at Yorkdale. These questions are ordinary course for any anchor tenant, particularly one seeking to utilize 300,000 square feet in a long-term lease or sublease. The failure to provide the information requested is fatal to any consideration of the Proposed Fairweather Transaction in Oxford’s view.

6. Paragraph 25 of the Reply Blasutti Affidavit refers to statements purportedly conveyed by Fairweather to RioCan regarding Fairweather being an authorized retailer of Authentic Brands Group and Blue Star Alliance. These affiliations, on their own, provide no meaningful insight to Oxford into Fairweather’s proposed merchandising, as Authentic Brands Group and Blue Star Alliance encompass a wide range of brands with vastly different market positions and product categories.
7. Contrary to paragraph 53 of the Reply Blasutti Affidavit, Oxford’s most recent experience with Designer Depot in a portion of the former HBC premises at Kingsway Mall does not demonstrate that Fairweather has experienced management personnel capable of curating multiple product categories under a unified brand, and indeed, Oxford’s experience further supports its view that Fairweather is an unsuitable tenant for the Leased Premises. Oxford’s recent experience with Designer Depot at Kingsway Mall also serves to illustrate why Oxford only enters short-term arrangements with banners operated by Isaac Benitah, whose retail operations are not those of a first-class operator.
8. Fairweather opened a Designer Depot store in Kingsway Mall on October 31, 2025 in accordance with a License Agreement dated July 15, 2025 attached as Exhibit “N” to my affidavit sworn on November 13, 2025, which license period is for less than 18 months.

The License Agreement is not for a department store, nor does that phrase appear in the License Agreement.

9. In the short period since the Designer Depot store opened, Oxford has sent several emails to Fairweather, in addition to verbal discussions by the site operations team, in order to repeatedly address certain concerns with Designer Depot's operations. Attached as **Exhibit "A"** is an email chain from November 10, 2025 to November 18, 2025 between Oxford's leasing coordinator Ashley Lussier and the Designer Depot's store manager at Kingsway Mall, Louie Perri, outlining certain of those concerns.
10. As appears in the email chain attached above at Exhibit "A", as of November 23, 2025 the following items remain outstanding and unresolved, in respect of which Fairweather has been repeatedly notified:
  - (a) exterior entrances need to be opened and in use, as these are still closed;
  - (b) although signage has now been installed, the exterior signage is not illuminated;
  - (c) merchandising is too warehouse-like, and not consistent with a first-class shopping centre;
  - (d) boxes are strewn across the sales floor (giving the appearance that the sales floor is used for shipping and receiving) and Oxford's pipe and drape system (providing for temporary set up only) has not been taken down and returned;
  - (e) sales floors are not fully merchandised, certain areas are bare and un-merchandised; and
  - (f) HBC decals have not been removed from glass exterior entrance doors.

11. Contrary to the License Agreement, the Designer Depot operations do not currently encompass the “whole of the Licensed Area” as required, since large portions of the space contain no merchandise at all. Designer Depot has also failed to “keep the general appearance of the Licensed Area and its storefront in a manner consistent with the standards of a first-class shopping centre”. Attached as **Exhibit “B”** are photos taken of the interior and exterior of the Designer Depot store on November 23, 2025 by Nancy Jarnevic, General Manager of Kingsway Mall, and delivered to me on November 23, 2025.
12. Oxford expects premises to be fully stocked, properly merchandised, clean, and presented in a manner consistent with a first-class shopping centre, as required by the License Agreement. The conditions outlined above fall well below these expectations.
13. Contrary to paragraph 74 of the Reply Blasutti Affidavit, it is not accurate to suggest that Oxford has never had any issues with Fairweather meeting its rental obligations, or with the creditworthiness of Fairweather. For example:
  - (a) on August 20, 2015, Oxford commenced litigation against Fairweather Ltd. *d/b/a* Les Ailes Express relating to unpaid rent arrears in the amount of \$152,829.59 in respect of leased premises at a shopping centre previously owned by Oxford in Brossard, Quebec called Quartier DIX30. This litigation was brought following demands and default notices sent by Oxford and its counsel wherein the rental arrears remained unpaid. The litigation was ultimately settled several months later by way of a termination of the lease and a payment of \$125,000 plus taxes by Fairweather to Oxford. A copy of the Lease Termination Agreement is attached hereto as **Exhibit “C”**;

- (b) on March 10, 2016, Oxford issued a letter and notice to Fairweather regarding rental arrears totaling \$102,518.87 when Fairweather was previously a tenant in approximately 4,500 square feet of space at Yorkdale. That lease expired in 2020. Attached hereto at **Exhibit “D”** is a copy of the March 10, 2016 notice issued to Fairweather; and
  - (c) on December 30, 2021 and January 5, 2022, Maria Kehr, Property Administrator of Scarborough Town Centre, sent an email to Mary Toter, Lease Administrator with Fairweather, giving notice of rental arrears for Fairweather and International Clothiers stores operating at Scarborough Town Centre for December 2021 and January 2022. Attached hereto at **Exhibit “E”** is a copy of the December 30, 2021 and January 5, 2022 email thread.
- 14. In addition to the issues noted above with Fairweather, Oxford has experienced other problems with other retail banners operated by Isaac Benitah and the ability to meet their rental obligations:
  - (a) on April 23, 2024 and May 1, 2024, Jemella Bryan-Webster, Property Administrator of Scarborough Town Centre, emailed Ms. Toter of International Clothiers giving notice of rental arrears owing for the International Clothiers store at Scarborough Town Centre for the period of February to May 2024. Attached hereto at **Exhibit “F”** is a copy of the April 23, 2024 and May 1, 2024 email thread;
  - (b) on June 5, 2024, Ms. Bryan-Webster emailed Ms. Toter again giving notice of rental arrears owing for the International Clothiers store at Scarborough Town



Centre for June 2024. Attached hereto at **Exhibit “G”** is a copy of the June 5, 2024 email; and

- (c) Oxford was the landlord at three International Clothiers locations during its 2016 insolvency proceeding while operated by Isaac Benitah: Scarborough Town Centre and Square One Mall in Ontario, and Les Promenades Mall in Gatineau, Quebec. The lease at the Les Promenades Mall location was disclaimed in that insolvency proceeding, leaving Oxford with an unpaid claim. Documents relating to the insolvency proceeding of International Clothiers, including the Form 78 Statement of Affairs listing Oxford as a creditor, are attached as Exhibit “P” to the affidavit of Corrina Macdonald sworn November 13, 2025.
15. Oxford has addressed other concerns with Fairweather, in requiring it to comply with its obligations under a prior lease. Attached hereto at **Exhibit “H”** is an August 28, 2018 letter from Julie Robbins, in-house counsel for Oxford, notifying Fairweather that it had displayed signage in contravention of sections 5.04 and 5.07 of its lease.
16. In addition, in 2014 Proplus Contracting, a contractor engaged by Fairweather, threatened to register a lien against Fairweather’s unit at Scarborough Town Centre (Oxford’s shopping centre) in respect of unpaid work that was performed on its leased premises. Attached at **Exhibit “I”** is a copy of an email thread dated June 2, 2014, between Alex Fung, Operations Manager of Proplus Contracting, and Tony Chiappetta, Construction Manager of INC Group of Companies, which was subsequently forwarded by Mr. Fung to

Marina Dolic, Director of Retail Design and Construction at Oxford, and further circulated to me by Robert Horst, Vice-President, National REM Retail of Oxford.

*The Tate Affidavit*

17. Contrary to the statement made at page 9 of the Tate Affidavit, in my prior Affidavit sworn on November 13, 2025 I did not suggest that “Yorkdale is focused solely on upscale and luxury offerings”. What Oxford does consistently seek are long-term tenants who are “first-class retail operators”. Many of these are first-to-market flagship retail stores or luxury brands, but being a first-class retail operator is not related to the price point of the merchandise sold. A first-class retail operator is identified by Oxford based on, among other things, how the retailer operates its business, the relative strength and reach of its brand and reputation, a seamless omnichannel experience, relevant and well curated inventory, operational excellence and consistency, an engaging and well-designed store environment and a commitment to the leased premises. Fairweather has demonstrated none of those characteristics to Oxford.
18. Oxford’s opposition to Fairweather’s suitability as a tenant in the Leased Premises is not based on the fact that Fairweather is not a luxury retailer (although it is not). It is because Fairweather is not a first-class retail operator and has not demonstrated its ability, or that of its untested new Ailes concept store, to meet the requirements of the terms of the existing lease for the Yorkdale Premises. The consequences of its inability to meet those requirements is amplified given the size, visibility and overall presence that the Leased Premises occupy at Yorkdale.

19. My prior affidavit does describe in some detail the efforts that Oxford has made and the \$1 billion it has spent over the past 15 years to develop a curated ethos at Yorkdale that attracts first-to-market, luxury and first-class retail operators, and whose success is based on attracting a particular demographic of customer. This was to illustrate the magnitude of the risks that exist and the extent of the damages and disruption that could flow from having an unsuitable tenant such as Ailes in the Leased Premises at Yorkdale. Oxford understands Yorkdale and the key drivers of its success better than any other party. Yorkdale's consistent top ranking among all shopping centres in Canada reflects the outcome of that focused planning and investment by Oxford.
20. The price point at which a retailer sells a particular item is not necessarily a meaningful indicator of whether a retailer is a first-class retail operator. Operators that have lower-priced products can be first-class retail operators, while retailers offering high-priced merchandise may not be. The retail price of individual products is generally not relevant to Oxford's assessment of whether a prospective tenant is a "first-class retail operator". Instead, Oxford focuses on the overall quality of the operator and the type of retail experience they provide to customers.
21. In response to the statement contained at page 9 of the Tate Affidavit, Oxford does not agree that the proposed Ailes store would fit with Yorkdale's current merchandise mix and its existing anchor tenants. In Oxford's experience, merchandise sold under the Fairweather banners are usually advertised throughout the year with very visible, heavily discounted pricing. This is not typical of a first-class retail operator and does not demonstrate a fit with Yorkdale's merchandise mix or existing anchor tenants.

22. Each of the Yorkdale retailers that Mr. Tate refers to by way of individual items of merchandise is from a first-class retail operator. None of them are off-price or discount retailers.
23. Oxford classifies retailers on the Yorkdale website using shopper-friendly categories intended to be intuitive and easily understood by the public as part of a search function. These descriptions are not used in any technical or contractual sense that would apply in a retail leasing context, which are defined by the terms of the lease in each case. Each of Simons and Holt Renfrew have had retail operations in Canada for many decades, and both are first-class retail operators. Neither the Simons lease nor the Holt Renfrew lease with Oxford at Yorkdale refer to them operating a “department store” (of any kind). By contrast, Nordstrom’s lease with Oxford at Yorkdale required that it operate a “high quality non-discount department store,” and that it be operated as a “single integrated store” notwithstanding the granting of concessions or licenses.
24. Simons is a Canadian fashion retailer that offers a broad assortment of apparel, accessories, footwear and home goods designed to appeal to varied customer demographics. While certain areas within their store focus on accessible, trend-conscious products, there is also a strong presence of luxury and high-end merchandise, including designer collections. Simons also places emphasis on creating elevated retail experiences by investing in the build-out of their stores and continuously improving their design and amenities. Oxford’s leasing and construction teams worked with the Simons team leading to its opening at Yorkdale in August, 2025. Attached and marked as **Exhibit “J”** is a press release issued by Simons on August 14, 2025 in connection with the opening of the Simons store at Yorkdale.

25. Urban Behavior is mentioned in the Tate Report. That retailer operates under a short-term license agreement with Oxford, expiring on May 31, 2026. Approximately 87% of the space it occupies is on the lower level / basement of the premises.
26. Oxford does not consider Fairweather or any of the other retail banners under which Mr. Benitah operates to be first-class retail operators. The Fairweather banners include Les Ailes de la Mode (acquired by Mr. Benitah in 2005). Again, that determination is not simply about luxury versus non-luxury merchandise, or the price point of particular items. Oxford does not enter long-term arrangements with the Fairweather banners operated by Mr. Benitah at any of its shopping centres, even at sites that may be considered to be at the lower end of its entire shopping centre portfolio. The basis for this approach is more fully explained in my November 13, 2025 affidavit and is not repeated here.
27. Only 60% of Yorkdale customers come from its primary trade area. The other 40% are outside that area, with 25% being comprised of tourists. Median household income within a primary trade area covering a population of 2.6 million people does not, on its own, provide any useful data point in relation to Yorkdale's retail merchandise mix. What is tangible, is that the current curated merchandise mix has allowed Oxford to ensure that Yorkdale remains the top shopping centre in Canada measured by the most important metric and measure of its value – the highest sales per square foot of any other shopping centre.
28. Internal data compiled by Oxford shows that customers at Yorkdale spend an average of approximately \$595 per visit (compared to an average of \$219 at Oxford's other shopping centres across all geographic areas). Reviewing average household income across

Yorkdale's primary trade area does not reflect the reality of customer spending at Yorkdale. It also does not account for segments of customers within the primary target area who represent a significant portion of Yorkdale's sales.

29. As stated above in response to the Tate Affidavit, Oxford does not agree that the proposed Ailes store would fit with Yorkdale's current merchandise mix and its existing anchor tenants. No business plans, merchandising plans, designs, image, financial plans, proposed plans and specifications for improvements or alterations to the premises, committed supply contracts or other information in respect of the proposed Ailes store that would demonstrate its fit with Yorkdale's current merchandise mix and its existing anchor tenants have been provided to Oxford. It is described as a new concept Ailes or re-launch. In my experience and in consultation with Oxford's broader retail team, it takes years for retailers to curate a concept for a retail operation, even for a very small unit, considering the design, image, merchandising, customer experience and other aspects that go into a successful retail operation. That has not been provided to Oxford.
30. The transition from the former Nordstrom anchor tenant space that Oxford received back in July 2023 following Nordstrom's exit from the Canadian market to Simons (a tenant with an established operational history, respected brand recognition, fully integrated supply chain and existing relationship with Oxford as a tenant in another location) provides an example of why Oxford disagrees that the proposed Ailes store would fit with Yorkdale's existing anchor tenants. Even with all those factors in place for Simons, and in working closely and collaboratively with Oxford, it took Simons approximately two years to open its anchor tenant Toronto store at Yorkdale in August 2025. The former Nordstrom

premises at Yorkdale were also left in significantly better condition than the Leased Premises of HBC in this case.

31. The proposed Ailes store or concept also does not fit with existing anchor tenants at Yorkdale by reference to a lack of investment in, or commitment to, the Leased Premises. Based on a response provided to Oxford by the Receiver (email response dated November 4, 2025 at Tab 7 in Oxford's Responding Motion Record), the proposed Ailes store will involve no more than \$2.5 million being spent on capital expenditures to the Leased Premises. No details or budget have been provided to Oxford as to what this is intended to cover.
32. Oxford understands that the proposed Fairweather transaction does not involve a return of the Leased Premises to base building condition (which work typically ranges from \$50 to \$100 per square foot, depending on the existing condition of the space and scope of work). However, tenant improvement costs generally range from \$250 to \$400 per square foot, depending on the intended use of the space, quality of improvements and the scope of work. Paragraph 62 of the Reply Blasutti Affidavit indicates that Fairweather expects to invest "over \$500,000 for fixtures" (which equates to \$1.60 per square foot) and "does not anticipate a substantial capital investment in any leasehold improvements to the Yorkdale Property at this time...".
33. Existing anchor tenants at Yorkdale invest time and resources in their anchor tenant space, in recognition of the long-term nature of the lease, and the long-term relationship with Oxford as landlord. First-class retail operators wanting to introduce a new concept store work closely with Oxford as it relates to their merchandising mix, store designs and their

intended operations prior to signing a lease. This has not occurred in respect of Fairweather's intended operations at Yorkdale.

34. Oxford makes informed decisions on long-term anchor tenants based on documentation, data and its decades of experience and investment in its properties – not on assumptions or aspirations. In that respect as well, the proposed Ailes store does not fit with existing anchor tenants at Yorkdale.

*The Putnam Affidavit*

35. The Putnam Affidavit refers to without prejudice discussions between Oxford and HBC regarding various premises leased by HBC (not specific to Yorkdale), in the Fall of 2024 at a time when HBC was seeking support or accommodations from various landlords, including Oxford. Oxford respects without prejudice discussions and does not waive the without prejudice nature and confidentiality of any discussions with HBC.
36. Oxford does not consider Wal-Mart Canada Corp. ("**Wal-Mart**") to be a suitable tenant for Yorkdale, or a suitable replacement tenant for HBC at Yorkdale, nor has it taken, or relayed, any different view. Wal-Mart is a valued tenant within Oxford's retail portfolio,



but not for Yorkdale. Oxford has been approached in the past about the possibility of Wal-Mart becoming a tenant at Yorkdale, and it declined to entertain the request.

SWORN remotely via videoconference by Nadia Corrado, 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, this 28<sup>th</sup> day of November 2025, in accordance with O. Reg 431/20, Administering Oath or Declaration Remotely.



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Commissioner for Taking Affidavits  
(or as may be)

*Nadia Corrado*

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**NADIA CORRADO**

This is **Exhibit "A"** referred to in the  
Affidavit of Nadia Corrado sworn by Nadia Corrado of the City of  
Toronto, in the Province of Ontario, before me this 28th day of  
November, 2025, in accordance with *O. Reg. 431/20, Administering  
Oath or Declaration Remotely*.



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A commissioner for taking affidavits

**ANDREW NESBITT**  
**(LSO# 905140)**

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**From:** Ashley Lussier

**Sent:** Tuesday, November 18, 2025 12:53:53 PM

**To:** 'louie.perri@icloud.com' ; 'Ali Choukair'

**Cc:** Lindsay Botha

**Subject:** RE: Kingsway Designer Depot

Hi Louie,

I wanted to check in and let you know that we have received an install date for your exterior signage, from your head office. The signage is set to be installed on Thursday November 20<sup>th</sup>, after mall hours. I have updated the list of items below, so everything stays current on this thread.

With the signage going up, we will need to see the following for Friday November 21<sup>st</sup>:

- All exterior entrances fully cleaned (vestibules, glass doors, etc.)
- Any decaling that was there from the prior tenant (if any), fully removed
- All exterior entrances open for the public to access

I did also want to point out that the Kingsway Holiday parade, is set to take place this coming Saturday November 22 at 5PM. The parade starts at Airport Road (near Superstore), and makes it way down Kingsway Ave, coming into the parking lot near your West Entrance (by Starbucks). This parade draws large crowds of people, as Santa officially makes his way to the mall that evening. I've included the link to our website with further information, so you are able to plan staffing accordingly, if needed. [Kingsway Holiday Parade | Kingsway Mall](#)

Thanks Louie!

**Ashley Lussier** (she/her)

Specialty Leasing Coordinator

**Oxford Properties Group**

Kingsway Mall | Southcentre Mall

**Direct** 780.378.6301

**Mobile** 780.233.4844

**Email** [alussier@oxfordproperties.com](mailto:alussier@oxfordproperties.com)

[oxfordproperties.com](http://oxfordproperties.com)

---

**From:** Ashley Lussier

**Sent:** Monday, November 17, 2025 9:15 AM

**To:** 'louie.perri@icloud.com' ; Ali Choukair

**Cc:** Lindsay Botha

**Subject:** RE: Kingsway Designer Depot

Hi Louie & Ali,

I wanted to check in with regards to the items in my email below.

I also wanted to check in regarding our current & upcoming holiday hours. Security reached out and advised that yesterday (Sunday), our security team received 3 phone calls, requesting security's assistance with your store between 10:30 AM – 10:50 AM. They noted that your store opened an hour earlier than our standard mall hours.

I have included our current mall hours below, as well as our holiday hours. These hours can also be found on the OxComm app, under Latest News – Reminder: Holiday Hours 2025, dated October 24.

**Current hours: Monday – Friday: 10 AM – 8 PM / Saturday: 10 AM – 7 PM / Sunday: 11 AM – 6 PM**

**Holiday hours: Monday – Saturday: 10 AM – 8 PM / Sunday: 10 AM – 6 PM (effective November 29<sup>th</sup>)**

Please see below for special dates:

Black Friday (Nov 28) – 9 AM – 9 PM

Christmas Eve – 10 AM – 5 PM

Christmas Day – CLOSED

Boxing Day – 9 AM – 9 PM

NYE – 10 AM – 5 PM

New Years Day – 11 AM – 6 PM

Regular mall hours will resume on Saturday December 27<sup>th</sup>, with the exceptions of the special dates noted above.

Please let us know if you have any questions.

Thank you!

**Ashley Lussier** (she/her)

Specialty Leasing Coordinator

**Oxford Properties Group**

Kingsway Mall | Southcentre Mall

**Direct** 780.378.6301

**Mobile** 780.233.4844

**Email** [alussier@oxfordproperties.com](mailto:alussier@oxfordproperties.com)

[oxfordproperties.com](http://oxfordproperties.com)

---

**From:** Ashley Lussier

**Sent:** Friday, November 14, 2025 2:22 PM

**To:** 'louie.perri@icloud.com' <[louie.perri@icloud.com](mailto:louie.perri@icloud.com)>

**Cc:** Lindsay Botha <[LBotha@oxfordproperties.com](mailto:LBotha@oxfordproperties.com)>

**Subject:** RE: Kingsway Designer Depot

Hi Louie,

I am adding a note below, with some updates to the locks, that we are getting fixed for Designer Depot. I've added the note below in red.

Kindly advise on any updates, on all other points below.

Thank you!

**Ashley Lussier** (she/her)

Specialty Leasing Coordinator

**Oxford Properties Group**

Kingsway Mall | Southcentre Mall

**Direct** 780.378.6301

**Mobile** 780.233.4844

**Email** [alussier@oxfordproperties.com](mailto:alussier@oxfordproperties.com)

[oxfordproperties.com](http://oxfordproperties.com)

---

**From:** Ashley Lussier

**Sent:** Thursday, November 13, 2025 11:59 AM

**To:** 'louie.perri@icloud.com' <[louie.perri@icloud.com](mailto:louie.perri@icloud.com)>

**Cc:** Lindsay Botha <[LBotha@oxfordproperties.com](mailto:LBotha@oxfordproperties.com)>

**Subject:** RE: Kingsway Designer Depot

Hi Louie,

I wanted to check in on my email below. Are you able to please provide some updates? I have included some updates on our end below, in red. I have also included a few more points below, for comment.

Exterior Signage – I have been in contact with Cynthia, from your head office. She has advised that we will have an update on the exterior store signage install, by Monday November 17<sup>th</sup>. I will connect with you once a firm date has been provided. Please confirm when the three exterior doors will be open to the public. **Install to take place after hours on Thursday November 20<sup>th</sup>.**

Merchandising/Boxes – The back of the store is still quite empty and needs to be fully merchandised as soon as possible. We allowed the use of our drapes, to help with the overflow of boxes, but we will need these back, and the area in which the drapes are covering, needs to be fully merchandised. Carme had advised that there were numerous boxes being sent daily, and she was unsure as to why. Has this been resolved?

Décor – Can you please advise when décor will be added to the space?

~~Locks – Last week, we had asked the locksmith to come out on Tuesday, to replace the locks on the sides of the grill gates. Can you confirm if you now have the proper keys for these locks, and that they are now functioning?~~

**Dial, the locksmith, has needed to order some parts for these side locks. They are planning to be back onsite on Monday, to swap out the locks on the sides of the grill gates. Now completed.**

Sound system – I had passed along a low voltage electrical contact over to Carme & Ali. She had indicated that this had been sent to your head office. Do you happen to have an update on this? When I met with Carme, we explained that the sound system left in HBC needed to be re-wired, to separate out the lower & second level tenants, so that when you play music inside your store, it only plays in your store. Here is the company's contact information: **MH Electricals. (780) 200-8293.**

~~Electrical – Our operations supervisor was working with Carme last week, to take the power that controls your cash desk, off the set timer within the electrical panel. I know he was working on this late last week with her. Can you confirm if this is now working? Our operations supervisor is currently away today, so I will do a check in with him once he's back on Thursday.~~ **I have spoken with the operations team, and this has been resolved.**

Thanks Louie!

**Ashley Lussier** (she/her)

Specialty Leasing Coordinator

**Oxford Properties Group**

Kingsway Mall | Southcentre Mall

**Direct** 780.378.6301

**Mobile** 780.233.4844

**Email** [alussier@oxfordproperties.com](mailto:alussier@oxfordproperties.com)

[oxfordproperties.com](http://oxfordproperties.com)

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**From:** Ashley Lussier

**Sent:** Monday, November 10, 2025 1:49 PM

**To:** [louie.perri@icloud.com](mailto:louie.perri@icloud.com)

**Subject:** Kingsway Designer Depot

Hi Louie,

Hope you're doing well!

I wanted to reach out and check in on a few items that I was working with Carme on, over at Designer Depot at Kingsway.

Last week, we had asked the locksmith to come out on Tuesday, to replace the locks on the sides of the grill gates. Can you confirm if you now have the proper keys for these locks, and that they are now functioning?

Sound system – I had passed along a low voltage electrical contact over to Carme & Ali. She had indicated that this had been sent to your head office. Do you happen to have an update on this? When I met with Carme, we explained that the sound system left in HBC needed to be re-wired, to separate out the lower & second level tenants, so that when you play music inside your store, it only plays in your store.

Electrical – Our operations supervisor was working with Carme last week, to take the power that controls your cash desk, off the set timer within the electrical panel. I know he was working on this late last week with her. Can you confirm if this is now working? Our operations supervisor is currently away today, so I will do a check in with him once he's back on Thursday. **I have spoken with the operations team, and this has been resolved.**

Thanks Louie!

**Ashley Lussier** (she/her)

Specialty Leasing Coordinator

**Oxford Properties Group**

Kingsway Mall | Southcentre Mall

**Direct** 780.378.6301

**Mobile** 780.233.4844

**Email** [alussier@oxfordproperties.com](mailto:alussier@oxfordproperties.com)  
[oxfordproperties.com](http://oxfordproperties.com)

This is **Exhibit “B”** referred to in the  
Affidavit of Nadia Corrado sworn by Nadia Corrado of the City of  
Toronto, in the Province of Ontario, before me this 28th day of  
November, 2025, in accordance with *O. Reg. 431/20, Administering  
Oath or Declaration Remotely*.



---

A commissioner for taking affidavits

**ANDREW NESBITT**  
**(LSO# 905140)**





SALE

PRE-BLACK FRIDAY  
50% OFF

50%

50%

50%

50%

50%

50%































designer Depot



Please use  
Lower South  
Entrance



Sorry for the inconvenience

HUDSON'S BAY  
■ ■ ■ ■ ■

Please use  
Lower South  
Entrance



Sorry for the inconvenience

HUDSON'S BAY  
■ ■ ■ ■ ■







# designer Depot

EXIT





designer Depot 









designer Depot 

KINGSWAY MALL

KINGSWAY MALL









PRE-BLACK FRIDAY  
50% OFF



This is **Exhibit “C”** referred to in the  
Affidavit of Nadia Corrado sworn by Nadia Corrado of the City of  
Toronto, in the Province of Ontario, before me this 28th day of  
November, 2025, in accordance with *O. Reg. 431/20, Administering  
Oath or Declaration Remotely*.



---

A commissioner for taking affidavits

**ANDREW NESBITT**  
**(LSO# 905140)**





**LEASE TERMINATION AGREEMENT**

THIS AGREEMENT (the "Agreement") is dated March 31<sup>st</sup>, 2016 and is made:

**BETWEEN:**

4240073 CANADA INC., 9224-1892 QUÉBEC INC. and 9171-9922 QUÉBEC INC.

(collectively the "Landlord")

- and -

FAIRWEATHER LTD., doing business under the trade name "Les Alles XPress"

(the "Tenant")

**WHEREAS:**

A. By a lease agreement dated December 11<sup>th</sup>, 2008 (the "Original Lease"), the Landlord (or its predecessors in title) leased to the Tenant CRU #L13A having a certified Leasable Area of 12,023 square feet (the "Leased Premises"), located in Phases I-II (the "Centre") of Quartier DIX30™, in the City of Brossard, Province of Québec, for a period expiring on January 31<sup>st</sup>, 2017 (the "Term");

B. By a lease amending agreement dated June 1<sup>st</sup>, 2011 (the "First Amendment"), the parties have agreed to amend the Original Lease in accordance with the terms and conditions stipulated in the said First Amendment;

C. The Landlord has acquired all the titles, rights and interest of the Centre, including the Original Lease and the First Amendment;

D. The Original Lease and the First Amendment are hereinafter collectively referred to as the "Lease";

E. The Landlord and the Tenant have agreed to amend the Lease in accordance with the terms and conditions hereinafter set forth.

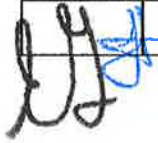

NOW THEREFORE in consideration of the mutual covenants and agreements between the parties and the sum of One Dollar (\$1.00) that has been paid by each party to the other(s), the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. The parties hereby acknowledge, confirm and agree that the foregoing recitals are true in substance and in fact.

2. The Lease is hereby amended by reducing the Term so that it will expire in accordance with the terms and conditions of the Lease on March 31<sup>st</sup>, 2016 (the "Expiration Date").

3. The Tenant acknowledges and agrees that it shall indemnify and hold harmless the Landlord from any and all claims, expenses, costs, losses, damages and liabilities whatsoever incurred as a result of any failure on the Tenant's part to deliver vacant possession of the Leased Premises to the Landlord on the Expiration Date in the manner prescribed in the Lease (including, without limitation, any loss of Rent), and if legal action is brought for the recovery of possession of the Leased Premises, the Tenant shall pay to the Landlord, forthwith upon demand, all costs and expenses (including legal fees and expenses on a legal counsel and his client basis) incurred on account thereof together with all damages for which the Landlord may be liable.

4. Within thirty (30) days following the Expiration Date, the Tenant shall, at its expense, radiate and discharge from the title of the Parcel and the Other Lands comprising the Centre, as the case may be, any notice of lease registered therein by or on behalf of the Tenant in respect of the Lease or the Tenant's interest in the Lease or the

INITIALS	
LANDLORD	TENANT
	

Leased Premises, failing which, Landlord may do so at the Tenant's expense without delay or notice; and for this purpose, the Tenant hereby irrevocably constitutes the Landlord as the Tenant's mandatary to execute and register any discharge and radiation document that may be required. The Tenant shall indemnify the Landlord in respect of any loss, cost or expense incurred by the Landlord as a result of the Tenant's failure to radiate and discharge any such short form, notice or memorial of lease including all legal fees and expenses on a legal counsel and his client basis.

5. On the Expiration Date, the Tenant shall:

- (a) vacate the Leased Premises and deliver vacant possession of same to the Landlord in accordance with Sections 6.6 (Removal and Restoration by Tenant) and 13.1 of the Original Lease, together with all keys for the Leased Premises, free and clear of all hypothecs, legal hypothecs, charges and encumbrances of any nature and kind;
- (b) the Tenant shall promptly repair at its expense any damage caused to the Leased Premises, the Building or any other portion of the Centre which may occur as a result of (i) the removal of the Tenant's Trade Fixtures, signage (interior and exterior) or personal items and/or (ii) Tenant's moving, and the Tenant hereby undertakes and agrees to indemnify and save harmless the Landlord from all costs, actions or claims which may arise as a result of such removal or moving. For greater clarity, all Leasehold Improvements, as defined in Section 1.23 of the Original Lease, shall remain in the Leased Premises on the Expiration Date; and
- (c) pay all outstanding Rent up to and including the Expiration Date.

The Tenant's obligation to observe and perform these obligations shall survive the Expiration Date.

6. In consideration of this Agreement, the Tenant has paid to the Landlord an amount of \$125,000.00 plus GST and QST (the "Settlement Amount"), which the Landlord acknowledges receipt of.

7. N/A

8. The Tenant represents and warrants that it has the right, full power and authority to agree to the amendments to the Lease and other provisions contained in this Agreement, and that, as of the Expiration Date, the Tenant shall not have executed any other instruments, deeds or other documents pursuant to which the Leased Premises, the Lease or the unexpired portion of the Term, including any renewals, shall in any way be hypothecated, charged, encumbered, assigned or otherwise transferred.

9. The Tenant shall, at its expense, promptly execute such further documentation to give effect to this Agreement as the Landlord reasonably requires from time to time.

10. The surrender of the Leased Premises and the termination of the Lease shall not prejudice or affect the obligations and liabilities of the Tenant or the rights of any party under the Lease with respect to any act, event or omission which occurs up to and including the Expiration Date, subject to the terms and conditions of this Agreement.

11. Except for Tenant's obligations set forth in the present Agreement, in consideration of Tenant's payment of the Settlement Amount provided in Section 6 herein, Landlord hereby gives Tenant a full and complete release of any and all claims, demands and/or actions resulting from the Lease, including without limitation those resulting from the facts alleged in court file # 500-17-090123-152 and any and all other rights or recourses which the Landlord may be entitled to pursuant to the Lease. The Tenant hereby releases and waives any and all rights and/or claims to which it may be entitled at law or as Tenant under the Lease and this Agreement, including without limitation all rights and/or claims resulting from the facts alleged in court file # 500-17-090123-152. The parties shall promptly sign any and all required documents to acknowledge or to give full effect to the aforementioned releases.

12. The parties confirm that in all other respects, the terms, obligations and conditions of the Lease remain unchanged and in full force and effect, except as modified by this Agreement. It is understood and agreed that all initially capitalized terms and expressions when used in this Agreement, unless a contrary intention is expressed in this Agreement, have the same meanings as they have in the Lease.

13. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns, as the case may be.

14. The Tenant must accept this Agreement by signing 2 originals and returning them to the Landlord, before 3:00 p.m. (Montreal time) on April 6, 2016, failing which this Agreement shall become null and void and the Lease shall remain in full force and effect. The Agreement is deemed accepted by the parties hereto when the Landlord remits a duly signed copy to the Tenant.


15. This Agreement may be executed in original or electronic form.

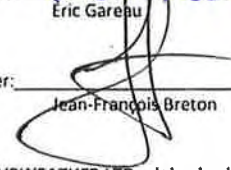
INITIALS	
LANDLORD	TENANT
	

16. The parties have required that this Agreement and all notices, deeds, documents and other instruments to be given pursuant hereto be drawn in the English language only. *Les parties ont exigé que la présente entente, ainsi que tous les documents qui seront donnés ou signés en vertu de la présente entente, ne soient rédigés qu'en langue anglaise.*


IN WITNESS WHEREOF the parties to this Agreement have signed this Agreement

4240073 CANADA INC., 9224-1892 QUÉBEC INC. and 9171-9922 QUÉBEC INC., represented by their manager (without personal liability), Quartier DIX30 Management Ltd., as general partner of Quartier DIX30 Management L.P.

Per:  (Landlord)  
Eric Gareau **Eric Gareau**  
Assistant Secretary

Per:  **Jean-François Breton**  
Vice-Président; secrétaire

FAIRWEATHER LTD., doing business under the trade name  
« Les Ailes XPress »

Per:  (Tenant)  
Name: **Paul Breton**  
Title: **V. Finance**

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

I/We have the authority to bind the corporatio



INITIALS	
LANDLORD	TENANT
	

This is **Exhibit “D”** referred to in the  
Affidavit of Nadia Corrado sworn by Nadia Corrado of the City of  
Toronto, in the Province of Ontario, before me this 28th day of  
November, 2025, in accordance with *O. Reg. 431/20, Administering  
Oath or Declaration Remotely*.



---

A commissioner for taking affidavits

**ANDREW NESBITT**  
**(LSO# 905140)**



March 10, 2016

**VIA COURIER**

TO: FAIRWEATHER LTD.  
111 Orfus Road,  
Toronto, Ontario  
M6A 1M4  
Attention: Mr. Isaac Benitah

Re: **Unit #230 - March 2016 Rental Payment**

---

Dear Mr. Benitah,

Our records indicate that your account is in arrears of \$102,518.87. We would appreciate your immediate attention to this matter.

Please reference the attached Statement of Account outlining the balance due to Yorkdale Shopping Centre Holdings Inc.

We would like to remind you that rental payments, under the agreement that you have with Yorkdale Shopping Centre Holdings Inc., are due in advance or on the first of the month.

Please adjust your process of payment accordingly, so that it is received by our office on the first of the month.

We look forward to receiving your payment no later than **Wednesday, March 16, 2016**, to avoid interest and/or other penalty charges in respect of this amount.

In the event you have any questions, I may be reached directly at 416.256.5107.

Yours truly,

A handwritten signature in black ink, appearing to read 'Ryan Da Silva'.

Ryan Da Silva  
Property Manager

Encl.

A stylized, handwritten-style logo for Yorkdale, with the word 'Yorkdale' in a cursive script.

OXFORD PROPERTIES  
Yorkdale Management Offices  
1 Yorkdale Road, Suite 500  
Toronto, ON M6A 3A1



## STATEMENT

Date 03/10/2016  
Account 7734904

Page 1 of 1

Fairweather Ltd  
1185 Caledonia Road  
Toronto ON  
M6A 2X1

From: Yorkdale Shopping Centre Holdings Inc.  
c/o Oxford Properties Group  
1 Yorkdale Road, Suite 500  
Toronto, ON  
M6A 3A1

Amount Remitted: \_\_\_\_\_  
Remit top portion with payment.

Yorkdale Shopping Centre

Lease 439582

<u>Invoice Date</u>	<u>Description</u>	<u>Charge</u>	<u>Receipts/Adjustments</u>	<u>Balance</u>
1-Mar-16	March 2016 Rent	102,518.87		102,518.87

AMOUNT DUE: **\$ 102,518.87**

This is **Exhibit “E”** referred to in the  
Affidavit of Nadia Corrado sworn by Nadia Corrado of the City of  
Toronto, in the Province of Ontario, before me this 28th day of  
November, 2025, in accordance with *O. Reg. 431/20, Administering  
Oath or Declaration Remotely*.



---

A commissioner for taking affidavits

**ANDREW NESBITT**  
**(LSO# 905140)**

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**From:** Maria Kehr  
**Sent:** Wednesday, January 5, 2022 9:17 AM  
**To:** 'Mary Toterá'  
**Cc:** Karen Zou ; Mina Caringi ; Cassidy Putnam ; Zella Soukaris ; Amanda Missir ; Thien Nguyen  
**Subject:** RE: Scarborough Town Centre, ARREARS due by December 31st

Good Morning Mary – Hope you are well

Just following up to our email below of December 30<sup>th</sup> regarding arrears that were due on December 31<sup>st</sup>, 2021 and now your January 2022 rent which past due.

Kindly get back to us as soon as possible.

Thank you.

**Maria Kehr**  
**Property Administrator**  
Oxford Properties Group  
Scarborough Town Centre  
300 Borough Drive | Scarborough, ON M1P 4P5 | Canada  
Suite 230  
Direct: 416.296.5490  
[mkehr@oxfordproperties.com](mailto:mkehr@oxfordproperties.com)

---

**From:** Maria Kehr  
**Sent:** Thursday, December 30, 2021 11:01 AM  
**To:** Mary Toterá <[mtotera@incgroup.ca](mailto:mtotera@incgroup.ca)>  
**Cc:** Karen Zou <[KZou@oxfordproperties.com](mailto:KZou@oxfordproperties.com)>; Mina Caringi <[mcaringi@oxfordproperties.com](mailto:mcaringi@oxfordproperties.com)>; Cassidy Putnam <[CPutnam@oxfordproperties.com](mailto:CPutnam@oxfordproperties.com)>; Zella Soukaris <[ZSoukaris@oxfordproperties.com](mailto:ZSoukaris@oxfordproperties.com)>; Amanda Missir <[AMissir@oxfordproperties.com](mailto:AMissir@oxfordproperties.com)>; Thien Nguyen <[TNguyen@oxfordproperties.com](mailto:TNguyen@oxfordproperties.com)>  
**Subject:** Scarborough Town Centre, ARREARS due by December 31st

Good morning Mary

This is reminder that as per the executed Rent Relief Agreements for both International Clothiers (#I078) and Fairweather (#C0020) at Scarborough Town Centre (attached), Section 5 -Temporary Rent Relief, Paragraph 5, page 2:

“TENANT SHALL PAY TO THE LANDLORD ANY OUTSTANDING RENT AND OTHER AMOUNTS OWING UNDER THE LEASE BY **DECEMBER 31, 2021.**”



Please note that Scarborough Town Centre Management Office will be open until 5pm tomorrow, December 31<sup>st</sup> to receive your cheques.

Thank you for your attention to this matter.

Take care and Happy New Year.

**Maria Kehr**

**Property Administrator**

Oxford Properties Group

Scarborough Town Centre

300 Borough Drive | Scarborough, ON M1P 4P5 | Canada

Suite 230

Direct: 416.296.5490

[mkehr@oxfordproperties.com](mailto:mkehr@oxfordproperties.com)

This is **Exhibit “F”** referred to in the  
Affidavit of Nadia Corrado sworn by Nadia Corrado of the City of  
Toronto, in the Province of Ontario, before me this 28th day of  
November, 2025, in accordance with *O. Reg. 431/20, Administering  
Oath or Declaration Remotely*.



---

A commissioner for taking affidavits

**ANDREW NESBITT**  
**(LSO# 905140)**

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**From:** Mary Toter <[mtotera@incgroup.ca](mailto:mtotera@incgroup.ca)>  
**Sent:** Wednesday, May 1, 2024 11:23 AM  
**To:** Jemella Bryan-Webster <[JBryan-Webster@oxfordproperties.com](mailto:JBryan-Webster@oxfordproperties.com)>  
**Subject:** RE: URGENT!! STC - International Clothiers - FEB-APR/24 RENT DUE!

[EXTERNAL EMAIL]

Hi Jemella,

We will include the below amount with the April 2024 % rent payment.

Regards

Mary Toter  
Lease Administrator  
Fairweather Ltd.  
(416) 785-1771 ext 374

---

**From:** Jemella Bryan-Webster <[JBryan-Webster@oxfordproperties.com](mailto:JBryan-Webster@oxfordproperties.com)>  
**Sent:** Wednesday, May 1, 2024 11:06 AM  
**To:** Mary Toter <[mtotera@incgroup.ca](mailto:mtotera@incgroup.ca)>  
**Subject:** URGENT!! STC - International Clothiers - FEB-APR/24 RENT DUE!  
**Importance:** High

Hello Mary,

I'm following up with you on the below email regarding payment for February, March, April, and May 2024 rent.

Total due as of May 1<sup>st</sup>, 2024, = \$6,350.48

**Please get back to us no later than tomorrow May 2<sup>nd</sup> 2024 with an update on status of payment.**

Regards,

**Jemella Bryan-Webster**  
**Property Administrator**

Oxford Properties Group  
Scarborough Town Centre | Suite 230

300 Borough Drive | Scarborough, ON | M1P 4P5  
Canada

[JBryan-Webster@oxfordproperties.com](mailto:JBryan-Webster@oxfordproperties.com)

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**From:** Jemella Bryan-Webster  
**Sent:** Tuesday, April 23, 2024 3:01 PM  
**To:** 'Mary Toter' <[mtotera@incgroup.ca](mailto:mtotera@incgroup.ca)>  
**Cc:** Aneela Latchman <[ALatchman@oxfordproperties.com](mailto:ALatchman@oxfordproperties.com)>  
**Subject:** STC - International Clothiers - FEB-APR/24 RENT DUE!  
**Importance:** High

Hello Mary,

Please find attached February, March, and April 2024 rental invoices for payment for International Clothiers.

**Total due = \$4,762.86.**

Please review and advise when payment will be made towards the outstanding balance.

See below highlighted section from your signed amending agreement dated January 18<sup>th</sup>, 2024.

- (e) in lieu of Basic Rent, Percentage Rent, Tenant's Share of Operating Costs, Tenant's Share of Realty Taxes, Marketing Fund, and Customers Service Contribution, the Tenant shall pay to the Landlord, without any deduction, abatement or set-off whatsoever, the amount equal to 15% of Gross Revenue for such month, plus applicable taxes thereon, payable in arrears commencing on the 10<sup>th</sup> day of the second calendar month of the Extended Term and each succeeding calendar month thereafter and of the month following the end of the Extended Term;
- (f) the Lease shall be amended as set out in Paragraph 3 of this Agreement.

In addition to Section 2(e) above, Tenant shall continue to pay all charges for Tenant's Service Cost and utilities consumed in respect of the Premises during the Extended Term, together with applicable taxes thereon.

If you have any questions, please let me know.

**Regards,**

**Jemella Bryan-Webster**  
**Property Administrator**

Oxford Properties Group  
Scarborough Town Centre | Suite 230  
300 Borough Drive | Scarborough, ON | M1P 4P5  
Canada

[JBryan-Webster@oxfordproperties.com](mailto:JBryan-Webster@oxfordproperties.com)

WARNING: The information contained in this document and attachments is confidential and intended only for the person(s) named above. If you are not the intended recipient you are hereby notified that any disclosure, copying,

distribution, or any other use of the information is strictly prohibited.

**AVIS IMPORTANT:** Les informations contenues dans le present document et ses pieces jointes sont strictement confidentielles et reservees a l'usage de la (des) personne(s) a qui il est adresse. Si vous n'etes pas le destinataire, soyez avise que toute divulgation, distribution, copie, ou autre utilisation de ces informations est strictement prohibee.

This email originated from outside of the organization. DO NOT CLICK links or open attachments unless you recognize the sender and know the content is safe.

This is **Exhibit “G”** referred to in the  
Affidavit of Nadia Corrado sworn by Nadia Corrado of the City of  
Toronto, in the Province of Ontario, before me this 28th day of  
November, 2025, in accordance with *O. Reg. 431/20, Administering  
Oath or Declaration Remotely*.



---

A commissioner for taking affidavits

**ANDREW NESBITT**  
**(LSO# 905140)**

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**From:** Jemella Bryan-Webster  
**Sent:** Wednesday, June 5, 2024 2:56 PM  
**To:** Mary Toter <mtotera@incgroup.ca>  
**Subject:** STC - International Clothiers - June 2024 Rent due!  
**Importance:** High

Hello Mary,

This is a friendly reminder that June 2024 rent is due for the International Clothiers location at STC.

Please have the chq dropped off to our office no later than tomorrow **Thursday June 6<sup>th</sup>, 2024, before 3pm.**

Regards,

**Jemella Bryan-Webster**  
**Property Administrator**

Oxford Properties Group  
Scarborough Town Centre | Suite 230  
300 Borough Drive | Scarborough, ON | M1P 4P5  
Canada

[JBryan-Webster@oxfordproperties.com](mailto:JBryan-Webster@oxfordproperties.com)

This is **Exhibit “H”** referred to in the  
Affidavit of Nadia Corrado sworn by Nadia Corrado of the City of  
Toronto, in the Province of Ontario, before me this 28th day of  
November, 2025, in accordance with *O. Reg. 431/20, Administering  
Oath or Declaration Remotely*.



---

A commissioner for taking affidavits

**ANDREW NESBITT**  
**(LSO# 905140)**





**Oxford Properties Group**

Richmond-Adelaide Centre, EY Tower  
100 Adelaide St. W., Suite 900  
Toronto, Ontario M5H 0E2

[www.oxfordproperties.com](http://www.oxfordproperties.com)

Julie Robbins, Director, Retail Legal  
Services

T/ 416 865-8421

E/ [jrobbins@oxfordproperties.com](mailto:jrobbins@oxfordproperties.com)

August 28, 2018

Albert Greenspoon  
Kaufman LLP  
800 René-Lévesque Blvd West  
Suite 2220  
Montreal, Quebec H3B 1X9

**Re: Lease dated September 28, 2009 (such lease together with any amendments or extensions thereto is referred to herein as the "Lease") between Yorkdale Shopping Centre Holdings Inc. (the "Landlord") and Fairweather Ltd. (the "Tenant") in respect of premises identified as Unit 230 (the "Premises") located in Yorkdale Shopping Centre (the "Project")**

Dear Mr. Greenspoon,

Your letter dated August 23, 2018 addressed to Claire Santamaria has been forwarded to me for response. I am the Director, Retail Legal Services at Oxford and one of the in-house lawyers for the Landlord.

By a letter dated August 2, 2018 to Ms. Santamaria, the Tenant requested the Landlord's consent to change the advertised names used by the Tenant within the Premises in accordance with Section 5.01 of the Lease. The Landlord refused to grant such consent by way of a response to Mary Toter and Paul Brener from Ms. Santamaria on August 10, 2018. I am writing to confirm that the Landlord did carefully consider this request and discuss it internally, but ultimately the decision was made to refuse to grant consent to this request. In our view, this refusal was reasonable.

While the Landlord is not required under the terms of the Lease to provide reasons for its refusal, we note the following:

- 1.) The Landlord is concerned that the change in operating names will result in a change in the merchandise mix from the Premises. We believe that the products that would be sold from "Wall Street" and "Canada Weather Gear" would be different from the current offerings in the Premises. As you know, the Landlord is very concerned with operating a first class shopping centre with the right product and merchandise mix. Given the existing tenants in the Project and the location of the Premises, it is the Landlord's view that this proposed change to the merchandise mix would not be in the best interests of the Project.
- 2.) The existing trade names used by the Tenant in the Premises are established brands in the Canadian retail market. The names being requested by the Tenant do not carry the same brand recognition in the market. The Landlord is concerned that this could be detrimental to the Project.
- 3.) The Tenant's August 2<sup>nd</sup> letter contained plans regarding what appears to be a subdivision of the Premises in order to allow each brand to operate out of its own space. The Landlord does not



approve such plans and prefers for the Premises to continue to operate as one store. We remind the Tenant that alterations require the Landlord's consent under Section 7.03 of the Lease.

We would also like to take this opportunity to remind the Tenant of its obligations under Sections 5.04 and 5.07 of the Lease regarding signage, displays and advertising from the Premises. In particular, we note that all signage is to be of first-class quality and in keeping with the standards of the Project. In addition, the Tenant is not permitted to advertise any closing-out or wholesale business or going out of business sales from the Premises. Unfortunately the Tenant continues to display signage contrary to these provisions. We would ask that the Tenant immediately complete an inspection of its Premises to ensure that all signage is displayed in accordance with the provisions of the Lease.

We trust that the foregoing is satisfactory to the Tenant. Should you wish to discuss this further, please feel free to call the undersigned.

Sincerely,

**Oxford Properties Group**

A handwritten signature in cursive script that reads "Sandy Viveiros".

per: Julie Robbins  
Director, Retail Legal Services

cc: John Giddings  
Paul Lessner  
Cascin Parr  
Claire Santamaria

This is **Exhibit “I”** referred to in the  
Affidavit of Nadia Corrado sworn by Nadia Corrado of the City of  
Toronto, in the Province of Ontario, before me this 28th day of  
November, 2025, in accordance with *O. Reg. 431/20, Administering  
Oath or Declaration Remotely*.



---

A commissioner for taking affidavits

**ANDREW NESBITT**  
**(LSO# 905140)**

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**From:** Robert Horst <[rhurst@oxfordproperties.com](mailto:rhurst@oxfordproperties.com)>  
**Sent:** Friday, November 28, 2025 9:02 AM  
**To:** Nadia Corrado <[NCorrado@oxfordproperties.com](mailto:NCorrado@oxfordproperties.com)>  
**Subject:** FW: STC FAIRWEATHER CLOSING DOCUMENT

Hi Nadia,  
Please see below the materials from 2014 where Fairweather was not paying their contractor for the STC build and there were threats to put a lien on our building.  
Robert

---

**From:** Robert Horst  
**Sent:** Tuesday, June 3, 2014 8:47 AM  
**To:** Jay Drexler <[JDrexler@oxfordproperties.com](mailto:JDrexler@oxfordproperties.com)>  
**Subject:** FW: STC FAIRWEATHER CLOSING DOCUMENT

Hi Jay, Your contacts might be more useful than mine. The contractor intends to put a lien on our building if he isn't paid by Fairweather. Are you able to assist?  
Robert

**Robert Horst**  
**General Manager**  
**Upper Canada Mall | Scarborough Town Centre**

Oxford Properties Group  
UCM: 905.895.1961 ext. 224  
STC: 416.296.4753  
[rhurst@oxfordproperties.com](mailto:rhurst@oxfordproperties.com)

---

**From:** Marina Dolic  
**Sent:** Monday, June 02, 2014 4:30 PM  
**To:** Robert Horst  
**Cc:** Nick Galloro  
**Subject:** Fw: STC FAIRWEATHER CLOSING DOCUMENT

Robert

Can you assist?

Marina

---

**From:** Alex Fung [<mailto:proplus1@bellnet.ca>]  
**Sent:** Monday, June 02, 2014 01:10 PM  
**To:** Edwin Bayungan; Marina Dolic  
**Cc:** 'Lori Li' <[lorili@propluscanada.com](mailto:lorili@propluscanada.com)>  
**Subject:** FW: STC FAIRWEATHER CLOSING DOCUMENT

*Marina, Edwin,  
For INC Fairweather outstand payment please see trail of email from Tony below. Looks like something is happening in their company. He is completely ran out of excuses.  
Please understand in order to protect our company our lawyer really urged us to place the lien on the unit. Don't know if you have other suggestions ?  
Regards.*

**Alex Fung**  
**Operations Manager**  
**Proplus Contracting**  
Unit 6, 77 Steelcase Road West,  
Markham, On. L3R 2M4  
905-479-3136  
Fx 905 479 1386  
e: [proplus1@bellnet.ca](mailto:proplus1@bellnet.ca)

---

**From:** Tony Chiappetta [<mailto:TChiappetta@inc.ca>]  
**Sent:** June-02-14 4:00 PM  
**To:** Alex Fung  
**Cc:** Lori Li  
**Subject:** RE: STC FAIRWEATHER CLOSING DOCUMENT

Alex believe me I understand but I do not sign the checks...I am a hated man because of what I do for my GCs...I am tracking all of them down

I am on your side

Tony Chiappetta  
**Construction Manager**

INC Group of Companies  
1185 Caledonia Road  
Toronto, Ontario  
Canada, M6A 2X1  
416-785-1771 ext.330  
416-554-2889 cell  
[tchiappetta@inc.ca](mailto:tchiappetta@inc.ca)

---

**From:** Alex Fung [<mailto:proplus1@bellnet.ca>]  
**Sent:** Monday, June 02, 2014 3:55 PM

**To:** Tony Chiappetta  
**Cc:** 'Lori Li'  
**Subject:** RE: STC FAIRWEATHER CLOSING DOCUMENT

*For the building permit we have to wait for the inspector coming back to work middle of this week.  
(Note that we only got your architect's final review letter last Friday.)*

*However **please pay all the extra items** (not included in the original CCDC contract and carry no payment terms), they are way past due.  
We rushed and discounted the cash desk for Sask to help you out and not even got a cent paid in advance. Also the extra items we paid base building trades to help complete the project on time.  
Those are all landlord assigned contractors.*

**Alex Fung**  
**Operations Manager**  
**Proplus Contracting**

Unit 6, 77 Steelcase Road West,  
Markham, On. L3R 2M4  
905-479-3136  
Fx 905 479 1386  
e: [proplus1@bellnet.ca](mailto:proplus1@bellnet.ca)

---

**From:** Tony Chiappetta [<mailto:TChiappetta@inc.ca>]  
**Sent:** June-02-14 3:46 PM  
**To:** Alex Fung; Lori Li  
**Cc:** Sophie  
**Subject:** RE: STC FAIRWEATHER CLOSING DOCUMENT

Hi Alex, when was this permit going to be closed? regardless we will need all the docs to release payment as per contract and emails for this project. I have started processing the payment in the in term.

Please advise once you have all the info needed

thx

Tony Chiappetta  
**Construction Manager**

INC Group of Companies  
1185 Caledonia Road  
Toronto, Ontario  
Canada, M6A 2X1  
416-785-1771 ext.330  
416-554-2889 cell  
[tchiappetta@inc.ca](mailto:tchiappetta@inc.ca)

---

**From:** Alex Fung [<mailto:proplus1@bellnet.ca>]  
**Sent:** Monday, June 02, 2014 3:22 PM  
**To:** 'Lori Li'; Tony Chiappetta  
**Cc:** 'Sophie'  
**Subject:** RE: STC FAIRWEATHER CLOSING DOCUMENT

Tony,

*Here is the answer:*

1. *Inspector verbal approved the occupation but cannot close permit till the project engineer issues review letter. (that is why C of Toronto requested the project architect to submit the "COMMITMENT TO REVIEW" form. We got the letter last Friday and already forwarded to inspector.*
2. *Yes, if you want we can provide Stat Dec saying we had received 80% payment per the CCDC signed.*

*Hope this answer your question.*

*Thank you.*

**Alex Fung**

**Operations Manager**

**Proplus Contracting**

Unit 6, 77 Steelcase Road West,  
Markham, On. L3R 2M4  
905-479-3136  
Fx 905 479 1386  
e: [proplus1@bellnet.ca](mailto:proplus1@bellnet.ca)

---

**From:** Tony Chiappetta [<mailto:TChiappetta@inc.ca>]  
**Sent:** Monday, June 02, 2014 3:12 PM  
**To:** Lori Li  
**Subject:** RE: STC FAIRWEATHER CLOSING DOCUMENT

[See below and advise](#)

Tony Chiappetta  
**Construction Manager**

INC Group of Companies  
1185 Caledonia Road  
Toronto, Ontario  
Canada, M6A 2X1  
416-785-1771 ext.330  
416-554-2889 cell  
[tchiappetta@inc.ca](mailto:tchiappetta@inc.ca)

---

**From:** Lori Li [<mailto:lorili@propluscanada.com>]  
**Sent:** Monday, June 02, 2014 10:41 AM  
**To:** Tony Chiappetta  
**Cc:** 'PROPLUS CONSTRUCTION LTD'  
**Subject:** FW: STC FAIRWEATHER CLOSING DOCUMENT

Hi Tony,

Please see all the documents you require attached above except the lien waver as well as the statutory dec because we have not yet received 100% payment and still within the Lien period.

Once inspector comes back, we'll close the permit and have the occupancy certificate afterwards.

WCB Clearance.....✓  
Air Balance.....✓  
ESA.....✓  
Occupancy Certificate.....inspector on vacation Why do we not have this already? Did we receive a verbal only?  
Warranty Statement.....✓  
Statutory Dec.....not until we receive all the payments You need to provide 80% stat deck 100% after full payment  
Waiver of Lien.....not until we receive all the payments  
INC Deficiencies complete.....✓  
LL Deficiencies complete.....✓

Any questions, please feel free to give me a call. We would appreciate if we could get payment status update by tomorrow.

Best Rgds,

*Lori Li*

Project Admin Manager

77 Steelcase Road West, Unit #6  
Markham ON L3R 2M4  
Phone: 905-479-3136 x 108  
Cell: 416-627-8315  
Fax: 905-479-1386  
<http://propluscanada.com>

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**From:** Alex Fung [<mailto:proplus1@bellnet.ca>]  
**Sent:** Monday, June 02, 2014 10:25 AM  
**To:** 'Edwin Bayungan'  
**Cc:** 'Marina Dolic'; 'Lori Li'  
**Subject:** STC FAIRWEATHER CLOSING DOCUMENT

Edwin, Marina

Please see attached list of paper works for STC Fairweather project close out purpose.

Inspector Luke Johnson is on vacation and the city permit still remains open (we just received the architect's project review last Friday).

We cannot send out statutory declaration till INC group settles the outstanding balance.

Regards.

*Alex Fung*



*Operations Manager*

**Proplus Contracting**

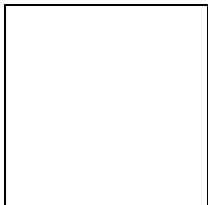
Unit 6, 77 Steelcase Road West,

Markham, On. L3R 2M4

905-479-3136

Fx 905 479 1386

e: [proplus1@bellnet.ca](mailto:proplus1@bellnet.ca)



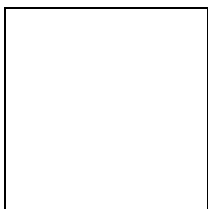
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**WARNING:**

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This is **Exhibit “J”** referred to in the  
Affidavit of Nadia Corrado sworn by Nadia Corrado of the City of  
Toronto, in the Province of Ontario, before me this 28th day of  
November, 2025, in accordance with *O. Reg. 431/20, Administering  
Oath or Declaration Remotely*.



---

A commissioner for taking affidavits

**ANDREW NESBITT**  
**(LSO# 905140)**

# Simons Opens First Urban Toronto Location at Yorkdale Shopping Centre

Français



NEWS PROVIDED BY

**La Maison Simons →**

Aug 14, 2025, 04:00 ET

*18<sup>th</sup> store marks a major milestone in Simons' continued national expansion and reaffirms its investment in the GTA and the future of Canadian retail*

TORONTO, Aug. 14, 2025 /CNW/ - Simons—Canada's oldest private, family-owned business—proudly opens its doors today at Yorkdale Shopping Centre, marking the company's first urban Toronto store and its 18<sup>th</sup> location nationally. The two-storey, 118,000-square-foot space reinforces Simons' nationwide presence as a premier fashion retailer with a unique offering of thoughtfully curated shopping experiences and exceptional customer service.

The first of two new locations opening in Toronto in 2025, the Yorkdale store is part of a broader investment of nearly \$100M and 400 new employment opportunities in the Greater Toronto Area, contributing to the company's steady and consistent growth in the region and across the country.

"What a pleasure it is to open our doors in Toronto and become part of such a vibrant, creative, and diverse community," said Bernard Leblanc, President and CEO of Simons. "This milestone represents many years in the making. Our Yorkdale store reflects our commitment to creativity, design, esteemed service, purpose, community and connection. Because, at Simons, we believe our spaces are more than just places to shop—they are



Photo of the Simons Yorkdale Shopping Centre location, open to the public as of August 14, 2025 at 10:00 a.m. ET. (CNW Group/La Maison Simons)

places to discover, to be inspired, and to engage with fashion, Canadian art, and design. We're excited to build meaningful relationships in this dynamic city and welcome both Torontonians and visitors to experience Simons' exceptional customer service."

Oxford Properties has been an important partner in Simons' expansion into the Ontario market, with the family company opening its first store at Square One Shopping Centre in Mississauga in 2016.

"Our entire Oxford team is so proud to welcome this renowned Canadian retailer to Yorkdale as we continue to build on the mix of destination brands available at the shopping centre and delivering a best-in-class retail experience for our shoppers," said Daniel Fournier, Executive Chair at Oxford Properties. "We're proud to partner with Simons to open its doors for the first time in Toronto. This is an important milestone for both our businesses, and we congratulate the entire team at Simons on their ongoing success and expansion. Simons is a true Canadian success story, and its fresh and dynamic retailing approach will add even more to our already high-quality offering at Yorkdale and will undoubtedly resonate with our customers."

### **Design grounded in nature and movement**

Simons takes a purposeful approach to store design, with every decision aimed at creating a welcoming atmosphere and exceptional customer experience rooted in outstanding service, a strong sense of community, and immersive sensory engagement.

Created in collaboration with Gensler Design, Lemay Michaud Architecture and Reliance Construction, the Yorkdale store is guided by the design theme "Perennial Ephemera," a concept inspired by natural cycles of light, growth, and transformation. From layout to lighting, every detail was considered with the customer in mind, designed to feel open, warm and welcoming while supporting shoppers' journeys through curated style environments.

### **Art as the connector**

"As with all Simons locations, art plays a vital role in shaping the in-store experience," said Bernard Leblanc, President and CEO of Simons. "Fashion is art, and we see art as the ultimate connector, enabling our customers to meaningfully engage with one another and their surroundings. The design and construction of our stores are often influenced by the local works we feature, and Yorkdale is no exception."

At Yorkdale, that focus comes to life through the "Walk of Frames," an interactive art path that weaves the beauty of art into customers' everyday shopping experiences. Featuring 40 works by 24 artists, the Walk of Frames is designed to spark connection, foster community and create a sensory experience. Each art station is numbered and paired with a QR code, offering shoppers the opportunity to learn about each artist and explore the stories behind their work. The art curated and commissioned for the Yorkdale store reflects a strong commitment to Canadian and local artists. Select international works

are also featured, offering a thoughtful nod to the company's European heritage and roots, creating a dialogue between past and future through art. At the heart of the Yorkdale art collection is CIEL, a monumental ceiling mural by French artist Nelio, whose geometric abstractions and intuitive, buffing technique creates an atmospheric and sensory landscape. Painted with a roller in sweeping gestures of acrylic, CIEL evokes a luminous, cloudy sunset above the store's central staircase, a sun-like focal point that mirrors the vertical flow of the space and extends the surrounding tones and textures into a meditative chromatic composition.

Simons has collaborated with the renowned Montreal-based visual effects creative company Rodeo FX. Known for its international acclaim and a team of nearly 800 artists—with standout credits including *Game of Thrones* and *Stranger Things*—Rodeo FX brings its signature cinematic artistry to Yorkdale through a trio of immersive digital installations that enliven both the store's exterior and interior.

- **Solarium:** A scenographic, exterior installation visible from Yorkdale Road, where animated fabric gently moves through air and light. Inspired by sunrooms, it evokes stillness and warmth, exploring the interplay of nature and architecture in a quiet, meditative gesture.
- **Forest Diorama:** Positioned above the store's main entrance, this layered, transparent LED art piece places mannequins in a shifting seasonal forest. Animated trees, branches, and forest life create the illusion of depth and movement, evoking the sensation of looking through a living landscape.
- **Fabric of Life:** Just inside the entrance, a dynamic LED animation weaves blooming botanicals into a visual metaphor for growth and transformation. Inspired by the inner life of plants, it fuses the organic with fashion, as if nature itself were being woven into fabric.

Together, these installations embody Simons' belief that retail can be a platform for creativity and culture.

### **An experience led by product and purpose**

Simons at Yorkdale Shopping Centre offers an unparalleled and uniquely Canadian shopping experience, welcoming customers with the personalized service and curated specialty shopping opportunities they have come to expect from Simons across the country—including Canadian-designed exclusive collections for men, women, and home. Each collection is presented and organized in separate, boutique-style zones, in addition to a range of well-known brands and designer pieces that complement Canadian labels and art to inspire an exceptional shopping experience.

Yorkdale showcases Simons' exclusive private brands including Twik, Icône, Contemporaine, Miiyu, Le 31, Djab, i.FiV5, and Simons Maison spanning trend-forward streetwear to elegant modern classics, offering style at multiple price points for women, men, and home. The store also features the Édito department, a boutique-style selection of nationally recognized brands and top designer names. This

curated collection underscores Simons' investment in high-end fashion and is supported by an exceptional team of more than 175 designers, creators, and specialists working across the international fashion landscape.

In addition to a curated selection of national and international brands available in store, Simons also highlights pieces from Canadian artisans through Fabrique 1840, its online platform dedicated to celebrating and supporting creativity, culture, community, and craftsmanship. The platform features works from over 400 talented creators and craftspeople—including several based in the Toronto area—across a range of artistic disciplines, including home décor, fashion, stationery, and leatherwork.

Simons' **Vision program** is also a central part of the company's ethos, spotlighting garments made with lower-impact or recycled materials. The program reflects Simons' broader goal: to make responsible fashion more accessible while supporting customers in making choices that align with their values.

**Additional photos of the store are available [here](#).**

### **About Simons**

**Simons** was founded in 1840 by John Simons in Quebec City. Originally a dry goods store, the family company is known today for accessible and inspired fashion. It is committed to cultivating creativity and building meaningful relationships with its staff, partners, and clientele. The company cares about the environment and about the communities in which it does business.

Simons is recognized as a fashion authority with an original shopping concept. The company offers an extensive array of avant-garde fashions and exclusive private collections for men and women, complemented by a selection of nationally recognized brands and top designer names. Simons also carries home fashions for the bedroom, bathroom, and kitchen.

The current 18 Simons stores are compelling, original environments that inspire customers with their fashion as well as their art and architecture. Locations: ten in Quebec, including the company's head office in Quebec City; three in Alberta; one in British Columbia; one in Nova Scotia; and soon four in Ontario.

**Media Contact:** NATIONAL Public Relations, Samantha Krupa-Carbhone, [\*\*skrupa-carbone@national.ca\*\*](mailto:skrupa-carbone@national.ca), +1 416-848-1634

SOURCE La Maison Simons

**RIOCAN REAL ESTATE INVESTMENT TRUST et al v. RIOCAN-HBC LIMITED PARTNERSHIP et al**

Applicants

Respondents

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

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

Proceeding commenced at Toronto

**SUR-REPLY AFFIDAVIT OF NADIA CORRADO**  
Sworn November 28, 2025

**THORNTON GROUT FINNIGAN LLP**

100 Wellington Street West  
Suite 3200, TD West Tower  
Toronto ON M5K 1K7

**D.J. Miller (LSO# 34393P)**

Email: [djmiller@tgf.ca](mailto:djmiller@tgf.ca); Tel.: (416) 304-0559

**Deborah E. Palter (LSO#37962K)**

Email: [dpalter@tgf.ca](mailto:dpalter@tgf.ca); Tel.: (416) 304-0148

**Alexander Soutter (LSO#72304T)**

Email: [asoutter@tgf.ca](mailto:asoutter@tgf.ca); Tel.: (416) 304-0595

**Andrew Nesbitt (LSO# 905140)**

Email: [anesbitt@tgf.ca](mailto:anesbitt@tgf.ca); Tel.: (416) 307-2413

Lawyers for Oxford Properties Group, *et al.*



**RIOCAN REAL ESTATE INVESTMENT TRUST et al v. RIOCAN-HBC LIMITED PARTNERSHIP et al**

Applicants

Respondents

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

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

Proceeding commenced at Toronto

**MOTION RECORD**  
**SUR-REPLY AFFIDAVIT OF NADIA CORRADO**

**THORNTON GROUT FINNIGAN LLP**  
100 Wellington Street West  
Suite 3200, TD West Tower  
Toronto ON M5K 1K7

**D.J. Miller (LSO# 34393P)**  
Email: [djmiller@tgf.ca](mailto:djmiller@tgf.ca); Tel.: (416) 304-0559

**Deborah E. Palter (LSO#37962K)**  
Email: [dpalter@tgf.ca](mailto:dpalter@tgf.ca); Tel.: (416) 304-0148

**Alexander Soutter (LSO#72304T)**  
Email: [asoutter@tgf.ca](mailto:asoutter@tgf.ca); Tel.: (416) 304-0595

**Andrew Nesbitt (LSO# 905140)**  
Email: [anesbitt@tgf.ca](mailto:anesbitt@tgf.ca); Tel.: (416) 307-2413

Lawyers for Oxford Properties Group, *et al.*