

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

B E T W E E N:

UBC SOLUTIONS INCORPORATED

Applicant

- and -

**1680 BRIMLEY LIMITED PARTNERSHIP, 2808908 ONTARIO INC. and BRIMLEY
PROGRESS DEVELOPMENTS INC.**

Respondents

**MOTION RECORD OF THE RECEIVER
(returnable September 18, 2026)**

June 30, 2026

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TO: THE SERVICE LIST

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(as at June 12, 2026)

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**ONTARIO
SUPERIOR COURT OF JUSTICE
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Court File No. CV-25-00740765-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
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Applicant

- and -

**1680 BRIMLEY LIMITED PARTNERSHIP, 2808908 ONTARIO INC. and BRIMLEY
PROGRESS DEVELOPMENTS INC.**

Respondents

NOTICE OF MOTION

The Receiver, TDB Restructuring Limited (the “**Receiver**”), will make a Motion to a Judge on Friday, September 18, 2026, at 10:00 a.m., or as soon after that time as the Motion can be heard.

PROPOSED METHOD OF HEARING: The Motion is to be heard (*choose appropriate option*)

☐ In writing under subrule 37.12.1(1) because it is

[insert on consent, unopposed or made without notice];

☐ In writing as an opposed motion under subrule 37.12.1(4);

☒ In person;

☐ By telephone conference;

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[] By video conference.

at the following location

330 University Avenue, Toronto, Ontario

(Courthouse address for in person hearing or telephone conference or video conference details, such as a dial-in number, access code, video link, etc. if applicable)

THE MOTION IS FOR

- (a) Approval of the activities of the Receiver as set out in the report of the Receiver dated June 30, 2026 (the “**First Report**”);
- (b) Approval of the Receiver’s statement of receipts and disbursements for the period September 10, 2025, to June 26, 2026;
- (c) Approval of the fees and disbursements of the Receiver and its counsel;
- (d) Approval of the remaining steps in the Receiver’s ongoing sales process;
- (e) An Order that Hansalex Corp. (“**Hansalex**”) return the sum of \$24,659,788.14 to the Receivership estate;
- (f) An Order requiring the Respondents, 1680 Brimley Limited Partnership, 2808908 Ontario Inc., and Brimley Progress Developments Inc. (the “**Debtors**”), to provide their books and records to the Receiver and to grant access to their servers for the purpose of imaging the servers;
- (g) An Order establishing a lien claims process;

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- (h) An Order that Definity Insurance Company, HDI Global SE – CAB, Liberty Mutual Insurance Company, XL Specialty Insurance Company and Catlin Canada, Intact Insurance Company, and Marsh Canada Limited (for Lloyds of London) (together, the “**Insurance Companies**”) be authorized to pay any unearned premiums to CAFO Insurance (“**CAFO**”).
- (i) An Order that the amount that the Receiver is empowered to borrow pursuant to paragraph 20 of the Order of Justice Dietrich dated September 10, 2025 (the “**Appointment Order**”) be increased to \$1,000,000.
- (j) An Order sealing Confidential Appendices 1 and 2 to the First Report (the “**Confidential Appendices**”) until further order of this Court.
- (k) Such further and other relief as to this Honourable court may seem just.

THE GROUNDS FOR THE MOTION ARE

Background

- (a) On September 10, 2025, pursuant to the Appointment Order, the Receiver was appointed as receiver and manager of (i) the real property known municipally as 1680 Brimley Road, Scarborough, Ontario (the “**Lands**”), and (ii) all the assets, undertakings and properties of the Debtors (the “**Property**”);
- (b) The respondent Brimley Progress Developments Inc. is the registered owner of the Lands. Prior to the appointment, the Lands were being developed to construct four towers comprised of residential and retail space.

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- (c) Hans Jain (“**Jain**”) is the sole officer and director of the respondent 2808908 Ontario Inc. (“**280**”) and the respondent, Brimley Progress Developments Inc. (“**Brimley Inc.**”).
- (d) 280 is the general partner of the respondent 1680 Brimley Limited Partnership (“**Brimley LP**”).
- (e) Brimley Inc. is the registered owner of the Lands.

The Sales Process

- (f) Since its appointment the Receiver has, among other things, taken steps to sell the Lands and the Property.
- (g) To date the Receiver has taken the following steps to sell the Lands and the Property
 - (i) The Receiver solicited listing proposals from brokers, reviewed the proposals, and selected CBRE Limited (“**CBRE**”) to act as listing agent.
 - (ii) The Receiver and CBRE developed marketing materials, established a virtual data room, and identified potential purchasers.
 - (iii) CBRE contacted prospective purchasers, developers, and investors.
 - (iv) CBRE facilitated access to the data room for parties that executed confidentiality agreements and responded to due diligence inquiries.
 - (v) The Receiver consulted with CBRE and decided on an “offer not before” deadline of March 26, 2026.

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- (vi) The Receiver obtained weekly updates from CBRE.
- (vii) The marketing efforts resulted in multiple offers which the Receiver reviewed.
- (viii) After consulting with the Applicant, the Receiver determined that none of the offers were acceptable or represented the best available realization for the Lands and the Property.
- (h) The Receiver proposes to continue marketing the property with CBRE in the manner that it has marketed the Lands to date.

Payments made to Hansalex

- (i) Prior to the appointment, 280 paid \$24,941,549.49 to Hansalex including \$15,618,037.97 that was transferred during the week immediately preceding the Receiver's appointment.
- (j) Jain, the sole officer and director of 280 and Brimley Inc., is also the sole officer and director of Hansalex.
- (k) Despite requests, Hansalex has provided no explanation for the payment of over \$24M to it.
- (l) The funds paid to Hansalex were subject to the Applicant's security interest.
- (m) The payment of \$24M to Hansalex is a fraudulent conveyance contrary to the *Fraudulent Conveyances Act*.

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The Debtors' books and records

- (n) The Appointment Order provides, among other terms, that Debtor and its current and former directors and officers (among others) forthwith advise the Receiver of the existence of any records and information and cloud-based data of any kind related to the business or affairs of the Debtors or the Lands or the Property.
- (o) On September 11, 2025, and October 15, 2025, the Receiver wrote to the Debtors to request, among other things, the location of the Debtors' books and records.
- (p) The Debtors provided an address for their books and records however, when the Receiver attempted to retrieve the books and records from that location, the Receiver was advised by property management that the Debtors did not occupy the unit.
- (q) On April 22, 2026, counsel to the Receiver wrote to counsel for the Debtors to again request the Debtors' books and records, to request the location of the Debtors' servers, and to request a date and time for the Receiver and its third-party information technology specialist to attend and image the servers.
- (r) Despite the obligations set out in the Appointment Order and the repeated requests the Debtors have failed to provide the Debtors' books and records, have failed to provide the location of the Debtors' servers, and have failed to provide a date and time for the Receiver and its third-party information technology specialist to attend and image the servers.

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Lien Claims Process

- (s) There are currently five liens registered against the Lands.
- (t) The Receiver requires a process in order to vet the liens and their priority with respect to other secured obligations.

Payment of unearned premiums to CAFO

- (u) CAFO financed insurance premiums payable to the Insurance Companies for the Debtors.
- (v) The Debtors' insurance policies were cancelled prior to the appointment.
- (w) After cancellation, CAFO asserted an entitlement to any unearned insurance premiums (the "**Unearned Premiums**") that may be payable by the Insurance Companies and that the Unearned Premiums did not form part of the property of the Debtors available for distribution to creditors.
- (x) The Receiver obtained an independent opinion from its counsel that that CAFO has a priority claim to the Unearned Premiums.
- (y) The Applicant does not assert any priority claim to the Unearned Premiums.
- (z) The Unearned Premiums remain with the applicable Insurance Companies pending further direction.

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Increase in Receiver's Borrowings

- (aa) The Receiver is currently permitted to borrow up to \$500,000 and has drawn down \$350,000.
- (bb) The Receiver anticipates further costs for maintenance and preservation of the property and administration of these proceedings.
- (cc) As such the Receiver requests an increase in the Receiver's Borrowing Charge to \$1,000,000.

Sealing Order

- (dd) The Confidential Appendices contain commercially sensitive information which would compromise the Receiver's sales efforts if it were to become public.
- (ee) The salutary effects of sealing the Confidential Appendices outweighs the deleterious effect of doing so.
- (ff) No party will be prejudiced if the Confidential Appendices are sealed.
- (gg) Such further and other grounds as the lawyers may advise.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the Motion:

- (a) The First Report; and
- (b) Such further and other evidence as the lawyers may advise and this Honourable Court may permit.

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June 30, 2026

WEIRFOULDS LLP

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TO: SERVICE LIST

UBC SOLUTIONS INCORPORATED
Applicant

-and-

1680 BRIMLEY LIMITED PARTNERSHIP, et al.
Respondents

Court File No. CV-25-00740765-00CL

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

PROCEEDING COMMENCED AT
TORONTO

NOTICE OF MOTION

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IN THE MATTER OF THE RECEIVERSHIP OF
1680 BRIMLEY LIMITED PARTNERSHIP, 2808908 ONTARIO INC. AND
BRIMLEY PROGRESS DEVELOPMENTS INC.
FIRST REPORT OF THE RECEIVER

JUNE 30, 2026

Court File No.: CV-25-00740765-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

B E T W E E N:

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**1680 BRIMLEY LIMITED PARTNERSHIP, 2808908 ONTARIO INC. and BRIMLEY
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1.0 INTRODUCTION

1. Pursuant to an order of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) issued on September 10, 2025, (the “**Appointment Order**”), TDB Restructuring Limited (“**TDB**”) was appointed as receiver and manager (the “**Receiver**”), without security, of (i) the real property legally described in Schedule “A” to the Appointment Order (the “**Real Property**”), and (ii) all of the assets, undertakings and properties of 1680 Brimley Limited Partnership (“**1680**”), 2808908 Ontario Inc. (“**280**”) and Brimley Progress Developments Inc. (the “**Nominee**”, and together with 1680, 280 and the Nominee, the “**Debtors**”), acquired for, or used in relation to a business carried on by the Debtors. A copy of the Appointment Order is attached hereto as **Appendix “A”**.
2. Since its appointment, the Receiver has undertaken various steps to preserve and protect the Real Property, obtain the books and records of the Debtors, investigate the affairs of the Debtors and market the Real Property for sale (as further described below).
3. On June 11, 2026, the Debtors filed an aide-memoire (the “**Debtors’ Aide-Memoire**”) seeking, among other things, the scheduling of a motion for advice and directions concerning certain issues raised by the Debtors with respect to the marketing and sale of the Real Property. A copy of the Debtors’ Aide-Memoire, without appendices, is attached hereto as **Appendix “B”**.
4. Also on June 11, 2026, the Receiver filed an aide-memoire (the “**Receiver's Aide-Memoire**”) advising the Court that it intended to bring a motion seeking, among other things, approval of its activities and the sales process undertaken in respect of the Real Property, together with certain additional relief arising from matters discovered during the course of the receivership. A copy of the Receiver's Aide-Memoire is attached hereto as **Appendix “C”**.
5. On June 11, 2026, UBC Solutions Incorporated (“**UBC**” or the “**Lender**”), the applicant in these proceedings and the principal secured creditor of the Debtors, also filed an aide-memoire responding to the issues raised by the Debtors. A copy of UBC's aide-memoire is attached hereto as **Appendix “D”**.

6. On June 12, 2026, the Court issued an endorsement (the “**June 12 Endorsement**”) directing that the concerns raised by the Debtors be addressed through a motion by the Receiver (the “**Receiver’s Motion**”) seeking, among other things: (i) approval of the Receiver's activities; (ii) approval of the remaining steps in the sales process; (iii) recovery of certain funds transferred to Hansalex Corp.; (iv) access to the Debtors' servers for imaging purposes; (v) the establishment of a lien claims process; and (vi) ancillary relief. The June 12 Endorsement set a timetable for the delivery of documents in connection with the Receiver’s Motion. A copy of the June 12 Endorsement is attached hereto as **Appendix “E”**.
7. This first report to the Court (the “**First Report**”) is filed by the Receiver in accordance with the June 12 Endorsement and in support of the relief sought by the Receiver as described herein.
8. The Receiver retained WeirFoulds LLP (“**WeirFoulds**”) as the Receiver’s independent legal counsel.
9. The Appointment Order, together with all of the Court documents related to the receivership proceedings, has been posted on the Receiver’s website, which can be found at <https://tdbadvisory.ca/insolvency-case/1680-brimley-partnership-et-al/> (the “**Case Webpage**”).

1.1 Purpose of Report

10. The purpose of this First Report is to provide the Court with information regarding:
 - (a) the background leading up to these receivership proceedings;
 - (b) the Receiver’s activities since the issuance of the Appointment Order to the date of this First Report;
 - (c) the sales process undertaken by the Receiver and CBRE Limited (“**CBRE**”), as the Receiver’s listing agent, in respect of the Real Property (the “**Sales Process**”), including the remaining steps proposed to complete the Sales Process;

- (d) the Receiver's efforts to obtain access to, and possession of, the books and records of the Debtors;
- (e) the Receiver's review of the Debtors' books and records obtained to date, including certain transfers of funds made to related parties, including Hansalex Corp. (“**Hansalex**”), immediately preceding the commencement of these receivership proceedings;
- (f) the need for a process to identify, determine and resolve construction lien and related claims asserted against the Real Property (the “**Lien Claims Process**”);
- (g) the Receiver’s correspondence with CAFO Insurance (“**CAFO**”) regarding certain unearned insurance premiums;
- (h) the Receiver's request to increase the Receiver's Borrowings Charge (as defined below) from \$500,000 to \$1,000,000;
- (i) the Receiver’s cash receipts and disbursements for the period September 10, 2025 to June 26, 2026 (the “**Interim R&D**”);
- (j) the fees and disbursements of the Receiver and WeirFoulds; and
- (k) the Receiver’s recommendation that the Court make an order:
 - i. approving this First Report and the activities of the Receiver described herein;
 - ii. approving the Sales Process and the remaining steps thereof;
 - iii. authorizing the Receiver to retain an independent third-party information technology consultant to image the Debtors' servers and directing the Debtors to provide access to, and permit the imaging of, such servers;
 - iv. directing Hansalex to repay to the Receiver the sum of \$24 million transferred from the bank accounts of 280 prior to the commencement of these receivership proceedings;

- v. authorizing and directing the Receiver to develop and finalize the Claims Process as set out herein;
- vi. authorizing the insurers to remit certain unearned insurance premiums to CAFO;
- vii. authorizing the increase of the Receiver's Borrowings Charge from \$500,000 to \$1,000,000;
- viii. sealing Confidential Appendices 1 and 2 to the First Report;
- ix. approving the Interim R&D; and
- x. approving the fees and disbursements of the Receiver and WeirFoulds.

1.2 Terms of Reference

11. In preparing the First Report and making the comments herein, the Receiver has relied upon information from third-party sources (collectively, the "**Information**"). Certain of the information contained in the First Report may refer to, or is based on, the Information. As the Information has been provided by other parties or obtained from documents filed with the Court in this matter, the Receiver has relied on the Information and, to the extent possible, reviewed the Information for reasonableness. However, the Receiver has not audited or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Canadian Auditing Standards pursuant to the Chartered Professional Accountants Canada Handbook and, accordingly, the Receiver expresses no opinion or other form of assurance in respect of the Information.
12. Unless otherwise stated, all dollar amounts contained in the First Report are expressed in Canadian dollars.

2.0 BACKGROUND

13. The Debtors are entities incorporated pursuant to the laws of the Province of Ontario and were established for the purpose of acquiring, holding and developing the Real Property.
14. The Real Property consists of approximately 4.42 acres of vacant development land. Prior to the commencement of these receivership proceedings, the Debtors were pursuing the development of a high-density mixed-use residential project on the Real Property (the “**Brimley Project**”). The Brimley Project contemplates the construction of four mixed-use residential towers comprising approximately 1,591 residential dwelling units, 29,602 square feet of retail floor area and an 8,681 square foot childcare facility.
15. The applicant in these proceedings, UBC, is a secured creditor of the Debtors.
16. Pursuant to a credit agreement dated September 29, 2023, as amended (the “**Credit Agreement**”), UBC advanced a land loan facility in the principal amount of \$70,000,000 to the Debtors (the “**Loan**”). According to the Affidavit of Stephen Chedas affirmed May 12, 2025 (the “**Chedas Affidavit**”), the proceeds of the Loan were intended, among other things, to refinance existing indebtedness and fund certain soft costs associated with the Brimley Project.
17. Pursuant to a demand debenture dated September 29, 2023, the Nominee covenanted to pay to UBC, on demand, all amounts owing pursuant to the Credit Agreement, up to a maximum principal amount of \$80,000,000.
18. As security for the Loan and the obligations arising under the Credit Agreement, UBC obtained, among other things:
 - (a) a first mortgage/charge of \$80,000,000 was registered against title to the Real Property as Instrument No. AT6432275;
 - (b) first-ranking security over all of the Debtors’ current and after-acquired property pursuant to three (3) general security agreements dated September 29, 2023; and

(c) a general assignment of rents and leases registered as Instrument No. AT6432276.

19. As described in greater detail in the Chedas Affidavit, the Debtors committed various defaults under the Credit Agreement, including, failing to repay the Loan on maturity, failing to make certain required payments, permitting construction liens to be registered against title to the Real Property, and other defaults described therein.
20. As a result of the foregoing defaults, UBC commenced these receivership proceedings seeking the appointment of a receiver over the assets, undertakings and properties of the Debtors. A copy of the Chedas Affidavit, without exhibits, is attached hereto as **Appendix “F”**. The complete Chedas Affidavit forms part of the Application Record dated May 12, 2025 and is available on the Case Webpage.
21. On September 10, 2025, the Court issued the Appointment Order and the Receiver was appointed.

3.0 RECEIVER’S ACTIVITIES

3.1 Contacting the Debtors

22. On September 11, 2025, shortly following its appointment, the Receiver delivered an information request to the Debtors seeking, among other things, creditor listings, banking information, GST/HST account information, insurance information, service provider information and copies of the Debtors' books and records.
23. On September 30, 2025, the Debtors provided certain information in response to the Receiver's request. While helpful, the information provided was limited in scope and did not include the complete books and records of the Debtors.
24. On October 15, 2025, the Receiver delivered a further information request to the Debtors seeking the outstanding information and copies of the books records required by the Receiver to administer these proceedings and investigate the affairs of the Debtors.

25. On November 3, 2025, the Debtors provided certain additional information to the Receiver; however, the Receiver was not provided with access to or copies of the Debtors' books and records.
26. As discussed further in this First Report, the Receiver continues to require access to additional books and records of the Debtors, including records maintained on the Debtors' electronic servers, in order to complete its investigation of the Debtors' affairs and discharge its duties pursuant to the Appointment Order.

3.2 Possession, Security, Conservative and Protective Measures

27. Immediately following its appointment, the Receiver retained a qualified general contractor to implement measures to secure and safeguard the Real Property, including changing the locks on the front gate and restricting unauthorized access to the site.
28. The Receiver has also arranged for security camera monitoring services at the Real Property to ensure continued oversight and protection of the premises.
29. Given the presence of an extensive shoring system at the Real Property, the Receiver retained Tarra Engineering & Structural Consultants Inc. (“**Tarra**”), the engineering firm responsible for monitoring the shoring system prior to the commencement of the receivership. Since its appointment, the Receiver has caused regular inspections and monitoring of the shoring system to be undertaken and has received periodic reports regarding its condition and integrity. The Receiver understands from the reports received from Tarra that the shoring system remains stable and continues to operate as intended.
30. In addition to issuing information requests to the Debtors, the Receiver undertook a number of site attendances in an effort to identify, locate and obtain possession of the Debtors' books and records. The Receiver's efforts in this regard are set out below.

3.3 Insurance

31. Upon its appointment, the Receiver reviewed the insurance policies relating to the Real Property and contacted the incumbent insurance broker to determine whether

insurance coverage was in place and in force. The Receiver was advised that no active insurance policy existed in respect of the Real Property.

32. Given the nature of the Real Property, including the presence of an excavation and shoring system, the Receiver determined that it was necessary to obtain replacement insurance coverage on an expedited basis to protect the Real Property and mitigate potential risks and liabilities. Accordingly, the Receiver promptly arranged for replacement insurance coverage through an alternate insurance provider.
33. The Receiver has maintained insurance coverage continuously since its appointment. The initial policy obtained by the Receiver expired on March 19, 2026 and was subsequently renewed by the Receiver for a further six-month term ending September 19, 2026.

3.4 Statutory Notices

34. In accordance with its obligations under the *Bankruptcy and Insolvency Act* (the "BIA"), on September 18, 2025, the Receiver prepared and mailed to all creditors of the Debtors, known to the Receiver at that time, the requisite Notice and Statement of Receiver pursuant to sections 245(1) and 246(1) of the BIA.
35. Following its review of additional information obtained after its appointment, the Receiver became aware of additional unsecured creditors of the Debtors that had not been identified in the records initially provided to the Receiver.
36. Accordingly, on October 14, 2025, the Receiver mailed a Supplementary Notice and Statement of Receiver to such additional creditors.

3.5 Other Activities

37. The other activities performed by the Receiver since the issuance of the Appointment Order include (without limitation):
 - (a) registering a copy of the Appointment Order against title to the Real Property;
 - (b) creating and populating the Case Webpage and posting relevant materials thereon in connection with the Court's e-Service Protocol;

- (c) opening the Receiver's bank account in connection with the receivership proceedings;
- (d) taking steps to identify, freeze and monitor the Debtors' bank accounts and investigate historical transactions reflected therein;
- (e) corresponding with various financial institutions to obtain information regarding the Debtors' banking activities and the transfer of funds prior to the Receiver's appointment;
- (f) corresponding with Canada Mortgage and Housing Corporation, the Lender and their respective advisors regarding financing matters affecting the Brimley Project;
- (g) responding to inquiries from creditors, stakeholders and other interested parties regarding the receivership proceedings and the status of the Brimley Project
- (h) arranging for the redirection of the Debtors' mail to the Receiver's office;
- (i) arranging for weekly monitoring and testing of the shoring system at the Real Property and reviewing the resulting engineering reports to monitor the integrity and stability of the site;
- (j) coordinating with engineers, environmental consultants and other professionals in connection with site-related matters, including environmental and geotechnical issues affecting the Real Property;
- (k) arranging for snow removal and other site maintenance services at the Real Property;
- (l) arranging for utilities and other essential services to be maintained as required at the Real Property;
- (m) filing GST/HST returns in respect of the receivership administration;
- (n) corresponding with the Canada Revenue Agency in respect of a GST/HST return examination;

- (o) preparing periodic statements of receipts and disbursements, lender reporting and other financial reporting required in connection with the receivership proceedings;
- (p) investigating potential related-party transactions and other matters identified through the Receiver's review of the Debtors' books and records;
- (q) conducting a broker selection process and entering into a listing agreement with CBRE on January 16, 2026 to market the Real Property;
- (r) monitoring CBRE's marketing efforts, reviewing marketing materials, participating in regular update calls and evaluating expressions of interest and offers received in respect of the Real Property;
- (s) taking steps to preserve, and to eventually assert, certain appeal rights in relation to a proposed Official Plan Amendment affecting the Real Property;
- (t) engaging in various discussions with counsel to UBC in connection with the receivership proceedings; and
- (u) preparing this First Report.

4.0 MARKETING AND SALES PROCESS

- 38. Pursuant to paragraph 3(k) of the Appointment Order, the Receiver is authorized to market and sell the Real Property, subject to obtaining any further approval of the Court that may be required.
- 39. Given the scale and complexity of the Brimley Project, the Receiver determined that the marketing process should be conducted by a commercial real estate brokerage with significant experience marketing large-scale residential development lands and receivership assets throughout the Greater Toronto Area.

4.1 Sales Process

- 40. To ensure a competitive and transparent broker selection process, the Receiver solicited listing proposals from five (5) commercial real estate brokerages with

substantial experience marketing development lands and real estate assets in Ontario.

41. The Receiver received proposals from each of the brokerages contacted. The proposals were reviewed by the Receiver and the Lender having regard to a variety of factors, including:
 - (a) the broker's experience marketing comparable development lands;
 - (b) the broker's understanding of the Real Property and the Brimley Project;
 - (c) the proposed marketing strategy;
 - (d) the broker's access to prospective purchasers;
 - (e) the proposed commission structure and terms of engagement;
 - (f) the broker's assessment of market conditions and anticipated purchaser interest; and
 - (g) the broker's experience working with Receivers and real estate assets in receivership.
42. Following its review of the proposals and discussions with the prospective brokerages, the Receiver, in consultation with the Lender, selected CBRE to act as listing agent for the Real Property.
43. A summary of the listing proposals received by the Receiver will be filed with the Court as **Confidential Appendix "1"**.
44. On January 16, 2026, the Receiver entered into a listing agreement with CBRE and thereafter worked closely with CBRE to develop marketing materials, establish a virtual data room and identify prospective purchasers.
45. Following its engagement, CBRE undertook an extensive marketing campaign for the Real Property. Among other things, CBRE prepared a confidential information package, established a marketing database, contacted prospective purchasers, developers and investors known to be active in the Greater Toronto Area development land market, facilitated access to the data room for parties that

executed a confidentiality agreement and responded to due diligence inquiries from interested parties.

46. Throughout the Sales Process, the Receiver maintained regular communication with CBRE and participated in weekly update calls to review purchaser interest, discuss due diligence requests, monitor market feedback and evaluate potential transaction opportunities.
47. Following discussions with CBRE, the Receiver established an "offer not before" deadline of March 26, 2026 for the submission of offers.
48. As a result of the marketing efforts undertaken by CBRE, the Receiver received multiple offers and expressions of interest in respect of the Real Property. A summary of the offers received will be filed with the Court as **Confidential Appendix "2"**.
49. The Receiver, together with CBRE and in consultation with the Lender, carefully reviewed each of the offers received. In assessing the offers, the Receiver considered, among other things:
 - (a) the purchase price offered;
 - (b) the nature and extent of the proposed conditions;
 - (c) the purchaser's financial capacity and ability to close;
 - (d) the timing of closing; and
 - (e) the amount of the secured indebtedness encumbering the Real Property.
50. Following its review, the Receiver determined, in consultation with the Lender, that none of the offers received to date were acceptable or represented the best available realization for the Real Property having regard to the circumstances of these proceedings and the amount of indebtedness secured against the Real Property. Accordingly, the Receiver has not, to date, entered into any agreement of purchase and sale in respect of the Real Property.

51. The Receiver is of the view that the Sales Process, to date, has been conducted in a commercially reasonable manner and has generated a degree of market interest in the Real Property.

4.2 Remaining Steps in the Sales Process

52. As no acceptable offer has been received to date, the Receiver believes that it is in the best interests of the receivership estate and its stakeholders to continue the Sales Process in order to solicit additional offers and maximize recoveries.
53. Accordingly, the Receiver respectfully requests that the Court approve the Sales Process described herein and authorize the Receiver to continue marketing the Real Property with CBRE.
54. Pending a decision on the motion scheduled for September 18, 2026, the Receiver has agreed that it will not enter into any agreement to sell the property. To the extent urgent relief in this regard is necessary, the Receiver's counsel will book a case conference through the Commercial List office in the normal course.

5.0 BOOKS AND RECORDS OF THE DEBTORS

55. Pursuant to paragraphs 4, 5 and 6 of the Appointment Order, the Debtors are required to provide the Receiver with immediate access to, and possession of, the Debtors' books and records.
56. Since its appointment, the Receiver has made repeated requests for access to and/or copies of the Debtors' books and records and attended at various locations identified by the Debtors and their representatives at such locations where the books and records were purportedly maintained. The Receiver's efforts in obtaining the Debtor's books and records are set out below.
57. On September 16, 2025, representatives of the Receiver attended at 6 Carlaw Avenue, Suite 200, Toronto, Ontario and 5000 Yonge Street, Suite 1706, Toronto, Ontario (collectively, the "**Initial Office Locations**"), which were identified in the Debtors' corporate profile reports as office locations associated with the Debtors. The purpose of the attendance was to locate and secure any books and records of the Debtors and to determine whether the Debtors continued to occupy such premises.

58. As set out in the Receiver's memorandum dated September 17, 2025 (the "**September 17th Memorandum**"), the Receiver determined that neither of the Initial Office Locations contained any books and records of the Debtors. The Receiver's attendance revealed that the Yonge Street location was vacant and that there was no indication that the Debtors occupied the Carlaw location. Accordingly, the Receiver was unable to obtain any books and records during its attendance. A copy of the September 17th Memorandum is attached hereto as **Appendix "G"**.
59. Following its attendance at the Initial Office Locations, the Receiver became aware that Atria Development, a related party, which previously shared office space with the Debtors, occupied a new office location at 276 Carlaw Avenue, Toronto, Ontario. The Receiver attended at such location on September 23, 2025 to determine whether the Debtors' books and records were maintained there.
60. As set out in the Receiver's memorandum dated September 23, 2025 (the "**September 23rd Memorandum**"), the Receiver was advised that Atria Development occupied a portion of the premises. However, the Receiver was unable to gain access to the office space and was ultimately directed to leave the premises. The Receiver was therefore unable to determine whether books and records of the Debtors were maintained at that location. A copy of the September 23rd Memorandum is attached hereto as **Appendix "H"**.
61. On March 13, 2026, the Receiver delivered a written demand requiring that the Debtors identify the precise location of the books and records and provide access thereto. A copy of such correspondence is attached hereto as **Appendix "I"**.
62. On April 7, 2026, following the Receiver's discussions with representatives of the Debtors, the Receiver attended at 276 Carlaw Avenue, Unit 301, Toronto, Ontario, which the Debtors confirmed served as their head office. The attendance was coordinated well in advance and was specifically arranged to permit the Receiver to access, review and obtain copies of the Debtors' books and records.
63. As detailed in the Receiver's memorandum dated April 9, 2026 (the "**April 9th Memorandum**"), representatives of the Debtors advised the Receiver that the Debtors' books and records were stored electronically on servers that had allegedly become inaccessible approximately one week prior to the Receiver's attendance.

Despite the Receiver having provided advance notice of its attendance, no books and records were provided to the Receiver. The Debtors advised that they would contact the Receiver once access to the servers had been restored. A copy of the April 9th Memorandum, without appendices, is attached hereto as **Appendix “J”**.

64. Counsel to the Debtors indicated that the Debtors’ books and records are intermingled with the books and records of related business entities. A copy of such correspondence dated April 20, 2026 is attached hereto as **Appendix “K”**.
65. The Debtors did not and have not, to date, advised the Receiver that the servers have been restored and or made efforts to provide the Receiver with access to the books and records. Accordingly, counsel to the Receiver delivered correspondence dated April 22, 2026 requesting, among other things, access to the servers and the ability to image the same. A copy of such correspondence, without appendices, is attached hereto as **Appendix “L”**.
66. Pursuant to paragraph 3(d) of the Appointment Order, the Receiver is empowered and authorized “to trace, examine records and other financial documents and account for the monies allocated from the Debtors to third party entities and/or the Debtors’ affiliate(s), including to Atriacon Management Inc. (“**Atriacon**”) and/or its affiliate(s)”.
67. Accordingly, the Receiver seeks the Court’s authorization to retain an independent third-party information technology specialist to image the Debtors’ servers and electronic storage devices containing the Debtors and their affiliates’, including Atriacon and its affiliates (collectively, the “**Parties**”), books and records in order to preserve the electronic records. The Receiver further seeks authorization for the specialist to identify, extract, and provide the Receiver with the Parties’ electronic books and records, together with such ancillary relief as may be required to facilitate access thereto. The Receiver believes that this approach is appropriate given the Debtors’ continued failure to provide access to the books and records and the concerns subsequently raised regarding the alleged intermingling of records belonging to affiliated entities.

6.0 TRACING OF BANK ACCOUNTS

68. In its initial request for information following its appointment, the Receiver requested copies of the Debtors' bank statements, including statements for accounts maintained with RBC, TD, and Scotiabank.
69. The Scotiabank account had a nominal balance as of the date of the Receiver's appointment. The Receiver subsequently recovered the funds on deposit from Scotiabank in the approximate amount of \$1,392.
70. The Receiver reviewed the bank statements for the remaining accounts, with particular attention to withdrawals exceeding \$5,000. During its review, the Receiver identified a number of material disbursements from the TD bank accounts held by 280.
71. In total, approximately \$49.4 million was disbursed from two TD accounts between 2023 and the date of the Receiver's appointment. Of that amount, \$24,941,549.49 was transferred to Hansalex, including \$15,618,037.97 that was transferred during the week immediately preceding the Receiver's appointment. A copy of the schedule identifying the transfers to Hansalex is attached hereto as **Appendix "M"**.
72. On May 8, 2026, WeirFoulds obtained a corporate profile report for Hansalex, which indicates that Mr. Jain is the sole director of the corporation. A copy of Hansalex's corporate profile report is attached hereto as **Appendix "N"**.
73. On June 5, 2026, the Receiver wrote to Mr. Jain regarding the transfers and requested copies of any agreements, memoranda, correspondence, or other documents between Hansalex and any of the Debtors that would support the basis for the transfers totaling \$24 million (the "**June 5th Letter**"). The Receiver requested a response by June 12, 2026. To date, Mr. Jain has not responded to the Receiver's request or provided any documentation supporting the transfers. A copy of the June 5th Letter, without appendices, is attached hereto as **Appendix "O"**.
74. In light of the substantial transfers made to Hansalex, including transfers totaling \$15,618,037.97 during the week immediately preceding the Receiver's appointment, and in the absence of any explanation or supporting documentation despite the

Receiver's request, the Receiver seeks an Order directing Hansalex to repay to the Receiver the sum of \$24,941,549.49.

7.0 PROPOSED LIEN CLAIMS PROCESS

75. As described in the Chedas Affidavit, numerous construction liens have been registered against title to the Real Property. Since its appointment, the Receiver, with assistance of WeirFoulds, has reviewed the construction liens and the information publicly available in respect thereof. However, the Receiver has not been provided with sufficient books and records of the Debtors to independently determine the validity, quantum or priority of the lien claims asserted against the Real Property.
76. A summary of the construction liens registered against title to the Real Property as of the date of this First Report is set out in the table below:

Lien Claimant	Instrument No.	Registration Date	Amount Claimed (\$)
Astro shoring Inc.	AT6710220	December 2, 2024	\$ 875,597.45
Astro Excavating Inc.	AT6710235	December 2, 2024	2,188,373.82
A& Architects Inc.	AT6894477	September 2, 2025	407,135.18
Reimar Construction Corporation	AT6899428	September 10, 2025	363,005.96
Otis Canada, Inc.	AT7048362	April 21, 2026	282,500.00
Total			\$4,166,612.41

77. Based on its preliminary review, the Receiver understands that there are a number of issues that may require determination in connection with the registered lien claims, including, among other things:
- (a) the timeliness and preservation of the lien claims;
 - (b) the validity and quantum of the lien claims;
 - (c) the determination of the applicable statutory holdback; and
 - (d) such other issues as may arise under the *Construction Act* in connection with the lien claims asserted against the Real Property.

78. The Receiver is of the view that a structured lien claims process (the “**Lien Claims Process**”) is the most efficient and cost-effective means of identifying, reviewing and assessing the construction lien claims prior to any distribution of proceeds arising from the sale of the Real Property. In the absence of such a process, the Receiver anticipates that significant time and costs may be incurred addressing document production, information requests and preliminary issues relating to the lien claims.
79. In general terms, the proposed Lien Claims Process will require lien claimants to provide the Receiver with documentation supporting their respective lien claims, including contracts, purchase orders, change orders, invoices, proof of payment, evidence of the last supply of services or materials and such additional information as the Receiver may reasonably require in order to assess the validity, quantum and priority of each lien claim.
80. The proposed Lien Claims Process will also provide an opportunity for the Debtors, lien claimants and any other interested party to provide documentation and information regarding the applicable statutory holdback and any objections they may have concerning the validity or quantum of any lien claim asserted against the Real Property.
81. A summary overview of the proposed Lien Claims Process is set out below. The Receiver intends to seek a formal lien claims process order at the hearing scheduled for September 18, 2026.

7.1 Proofs of Claim

82. Any person (a “**Construction Lien Creditor**”) who asserts a lien against the Property, including the Real Property, pursuant to the Construction Act (Ontario) relating to the supply of services or materials to an improvement with respect to the Real Property on or prior to September 10, 2025 (a “**Construction Lien Claim**”), must deliver a completed proof of claim (“**Proof of Claim**”) to the Receiver on or before the claims bar date of 5:00 p.m. (Toronto time) on October 31, 2026 (the “**Claims Bar Date**”).
83. Any person who fails to file a Proof of Claim by the Claims Bar Date shall be forever barred from asserting or enforcing a Construction Lien Claim.

84. In addition to requiring that a Construction Lien Creditor set out the basis for, and provide evidence in support of, a Construction Lien Claim, the Proof of Claim form requires a Construction Lien Creditor to indicate whether they are claiming priority over any of the registered mortgages on title to the Real Property and the basis for such claim of priority.

7.2 Determination and Resolution of Construction Lien Claims

85. The Receiver will review the Construction Lien Claims filed and may, subject to requirements set out in paragraph 86 below, accept, settle, revise or disallow (in whole or in part) the validity, amount and/or status of a Construction Lien Claim set out in any Proof of Claim at such time as the Receiver considers appropriate in its sole and absolute discretion. If the Receiver determines to revise or disallow a Proof of Claim, then the Receiver shall notify the applicable Construction Lien Creditor of such revision or disallowance and the basis for same in writing (a “**Notice of Revision or Disallowance**”).
86. If a Construction Lien Creditor disputes a Notice of Revision or Disallowance, then such Construction Lien Creditor shall deliver a notice of dispute to the Receiver (“**Notice of Dispute**”) by no later than 5:00 p.m. (Toronto time) on the business day which is fifteen (15) days after the delivery of the Notice of Revision or Disallowance or such later date as the Receiver may agree in writing. If a Construction Lien Creditor who received a Notice of Revision or Disallowance fails to file a Notice of Dispute with the Receiver within the prescribed time, the Construction Lien Claim shall be deemed to be as set out in the Notice of Revision or Disallowance and such amount and status, if any, shall constitute such Construction Lien Creditor’s proven Construction Lien Claim.
87. The Receiver shall not accept or settle a Construction Lien Claim on the basis of it having any priority over any mortgage registered on title to the Real Property except with the prior written consent of the relevant mortgagee(s) or further order of the Court.
88. Once the Claims Bar Date has passed and the Receiver has had an opportunity to review and consider the Construction Lien Claims, the Receiver expects to engage with the Company’s mortgagees and the Construction Lien Creditors to discuss any

potential issues that have been identified in the course of the Receiver's review (in particular, as relates to priority matters), the possibility of resolving such issues on a consensual basis, or establishing an efficient process for addressing and resolving such issues. To this end, the contemplated Lien Claims Process also permits the Receiver to make a motion to the Court for a determination of the validity, status and/or amount of a Construction Lien Claim or any other issue or matter with respect to any Construction Lien Claims at any time.

89. Accordingly, the Receiver seeks an Order authorizing it to implement the Lien Claims Process.
90. The Receiver is of the view that the proposed Lien Claims Process is fair, transparent and commercially reasonable, and will assist in resolving the lien claims in an efficient and cost-effective manner while preserving the value of the receivership estate for the benefit of all stakeholders. Accordingly, the Receiver respectfully requests that this Honourable Court approve the Lien Claims Process.

8.0 CORRESPONDENCE WITH CAFO

91. Following its appointment, the Receiver became aware that certain insurance policies maintained by the Debtors had been financed through CAFO, a premium financing company.
92. Following the cancellation of certain insurance policies, CAFO asserted an entitlement to any unearned insurance premiums that may be payable by the insurers and that such premiums did not form part of the property of the Debtors available for distribution to creditors.
93. Accordingly, the Receiver requested supporting documentation from CAFO relating to its claim to the unearned premiums, including copies of the applicable premium financing agreements, notices provided to insurers and related correspondence.
94. CAFO subsequently provided documentation in support of its claim, including:
 - (a) a Continuous Premium Installment Contract dated September 30, 2024 (the "**PIC**"), pursuant to which CAFO financed insurance premiums for the Debtors and obtained an assignment of unearned insurance premiums as

security for the obligations owing to CAFO thereunder. A copy of the PIC is attached hereto as **Appendix “P”**;

- (b) Notices of Financed Premium issued to the relevant insurers, advising of CAFO's interest in the financed policies and the assignment of unearned premiums. Copies of the Notices of Financed Premium are attached hereto as **Appendix “Q”**;
- (c) Notices of Cancellation issued by CAFO following the Debtors' default under the PIC. Copies of the Notices of Cancellation are attached hereto as **Appendix “R”**;
- (d) correspondence relating to the addition of certain premiums to the financing arrangement, including premiums relating to Liberty Mutual Insurance Company. Copies of such correspondence are attached hereto as **Appendix “S”**.

- 95. The Receiver reviewed the materials provided by CAFO and sought legal advice regarding the nature and priority of CAFO's claim.
- 96. Based on the information reviewed to date, the Receiver understands that the PIC contains an assignment by the Debtors of any unearned insurance premiums payable under the financed policies and grants CAFO authority, upon default, to cancel the applicable policies and collect any resulting premium refunds.
- 97. The Receiver further understands that notices of the financing arrangement and assignment were provided to the relevant insurers and that CAFO subsequently exercised its rights under the PIC to cancel certain policies following the Debtors' default thereunder.
- 98. The Receiver has discussed the matter with counsel and understands that insurance premium financing arrangements of this nature constitute an exception to the registration requirements otherwise applicable under the *Personal Property Security Act* and that CAFO has a priority claim to the applicable unearned premiums pursuant to the *Insurance Act*.

99. The Receiver also consulted with the Lender and they have advised that it is not asserting any priority claim to the unearned premiums that are the subject of CAFO's claim.
100. Notwithstanding the foregoing, no unearned premiums have been received by the Receiver and, to the Receiver's knowledge, any refundable premiums remain with the applicable insurers and/or broker pending further direction.
101. The Receiver has obtained an independent legal opinion from WeirFoulds regarding CAFO's priority interest in the unearned premiums. Among other things, subject to the usual qualifications and assumptions, the opinion concludes that CAFO holds a priority claim to the applicable unearned insurance premiums. Based on that opinion, the Receiver has recognized CAFO's priority claim to the unearned insurance premiums. The legal opinion can be made available to the Court upon request.
102. Counsel to CAFO has advised that it proposes collecting the unearned premiums from the insurers, applying the unearned premiums to the outstanding indebtedness owed to CAFO, and delivering any balance to the Receiver as estate funds. Based on the above, Receiver believes this approach to be appropriate and will coordinate with CAFO accordingly.

9.0 RECEIVER'S BORROWINGS

103. Pursuant to paragraph 20 of the Appointment Order, the Receiver was empowered to borrow up to \$500,000 for the purpose of funding the exercise of the Receiver's powers and duties. The Appointment Order charged the Real Property with a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any person, but is subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.
104. To date, the Receiver has borrowed \$350,000 pursuant to the Receiver's Borrowings Charge. The Receiver has issued certificates in respect of these borrowings.

105. The borrowed funds have been used to address insurance premiums, security camera monitoring fees, utilities, ongoing professional fees, and other expenses. Further details of how the Receiver's borrowings have been utilized to date can be found in the Interim R&D.
106. The Receiver has not yet fully utilized the Receiver's Borrowings Charge, however, the Receiver continues to incur costs in connection with the maintenance and preservation of the Real Property and the administration of these proceedings and anticipates further significant expenses in connection with the imaging of the Debtors' servers, if the requested order is granted. Accordingly, in order to secure the necessary funding to continue its administration, the Receiver requires an increase to the Receiver's Borrowings Charge. The Lender has advised that it is supportive of the Receiver's request in this regard. The Receiver respectfully requests that this Court authorize an increase of the Receiver's Borrowings Charge to \$1,000,000 at this time, so that it need not re-attend in Court and incur the additional costs for the sole purpose of doing so.

10.0 SEALING ORDER

107. The Receiver seeks a sealing order in respect of Confidential Appendices 1 and 2 as they contain commercially sensitive information, including broker opinions regarding the value of the Real Property, confidential marketing recommendations, confidential offer terms, pricing information, purchaser identities and other commercially sensitive information, the disclosure of which could prejudice the ongoing Sales Process.

11.0 RECEIPTS AND DISBURSEMENTS

108. The R&D for the period from September 10, 2025 to June 26, 2026 sets out cash receipts of \$353,841, including advances made by the Lender totaling \$350,000 pursuant to the Receiver's certificates, and cash disbursements of \$316,111, resulting in an excess of receipts over disbursements of \$37,730. A copy of the Interim R&D is attached hereto as **Appendix "T"**.

12.0 PROFESSIONAL FEES

109. The Appointment Order provides that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver were granted a charge (the “**Receiver's Charge**”) on the Real Property, as security for such fees and disbursements. The Receiver's Charge is a first charge on the Real Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.
110. The Receiver’s accounts for the period from March 7, 2025 to May 31, 2026 are \$220,852.92 in fees and disbursements, plus HST of \$28,710.88, for a total of \$249,563.80. A copy of the Receiver’s interim accounts, together with a summary of the accounts, the total billable hours charged per account, and the average hourly rate charged per account, is set out in the Affidavit of Bryan A. Tannenbaum sworn on June 29, 2026 and attached hereto as **Appendix “U”**.
111. The accounts of the Receiver’s independent counsel, WeirFoulds, for the period from August 1, 2025 to May 31, 2026 total \$62,290.79 in fees and disbursements, plus HST of \$7,945.60 for a total amount of \$70,236.39. A copy of WeirFoulds’ interim accounts, together with a summary of the accounts, the total billable hours charged per account, and the average hourly rate charged per account, is set out in the Affidavit of Philip Cho sworn on June 30, 2026 and attached hereto as **Appendix “V”**.
112. It is the Receiver’s view that the fees and disbursements of the Receiver and its counsel are reasonable and appropriate in the circumstances.

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13.0 RECEIVER'S REQUEST OF THE COURT

113. Based on the foregoing, the Receiver respectfully requests that the Court grant the orders described in paragraph 10(k) above.

All of which is respectfully submitted to this Court as of this 30th day of June, 2026.

TDB RESTRUCTURING LIMITED, solely in its capacity as Court-appointed Receiver of the Debtors, and not in its personal or corporate capacity

Per:



Arif Dhanani, CPA, CA, CIRP, LIT
Managing Director

APPENDIX "A"



Court File No. CV-25-00740765-00CL

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

THE HONOURABLE	)	WEDNESDAY, THE 10TH
	)	
JUSTICE J. DIETRICH	)	DAY OF SEPTEMBER, 2025

UBC SOLUTIONS INCORPORATED

Applicant

- and -

**1680 BRIMLEY LIMITED PARTNERSHIP, 2808908 ONTARIO INC. and BRIMLEY
PROGRESS DEVELOPMENTS INC.**

Respondents

**ORDER
(Appointing Receiver)**

THIS APPLICATION made by the Applicant for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "**CJA**") appointing TDB Restructuring Limited ("**TDB**") as receiver and manager (in such capacity, the "**Receiver**") without security, of (i) the real property legally described in Schedule "A" hereto (the "**Real Property**"), and (ii) all of the assets, undertakings and properties of the Respondents, 1680 Brimley Limited Partnership, 2808908 Ontario Inc., and Brimley Progress Developments Inc. (the "**Debtors**"), acquired for, or used in relation to a business carried on by the Debtors (the "**Property**"), was heard this day in-person at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Stephen Chedas, affirmed May 12, 2025 and the exhibits attached thereto, the Application Record filed by the Applicant, the Responding Application Record filed by the Debtors, the Reply Record filed by the Applicant, the Factum filed by the Applicant, and the Factum filed by the Debtors, and on hearing the submissions of counsel for

the Applicant and submissions of counsel for the Debtors, and on reading the consent of TDB to act as the Receiver,

SERVICE

1. THIS COURT ORDERS that the time for service of the Notice of Application and the Application Record is hereby abridged and validated so that this application is properly returnable today and hereby dispenses with further service thereof.

APPOINTMENT

2. THIS COURT ORDERS that pursuant to section 243(1) of the BIA and section 101 of the CJA, TDB is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtors acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof, including the Property.

RECEIVER'S POWERS

3. THIS COURT ORDERS that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage the Property, operate, and carry on the business of the Debtors, including the powers to enter into any agreements, or incur any obligations

in the ordinary course of business and in connection with the Property, cease to carry on all or any part of the business, or cease to perform or disclaim any contracts of the Debtors in respect of the Property;

- (d) to trace, examine records and other financial documents and account for the monies allocated from the Debtors to third party entities and/or the Debtors' affiliate(s), including to Atriacon Management Inc. and/or its affiliate(s);
- (e) to engage consultants, appraisers, agents, real estate brokers, quantity surveyors, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (f) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets as necessary or desirable to preserve or maintain the Property or to continue the business of the Debtors or any part or parts thereof;
- (g) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors in connection with the Property and to exercise all remedies of the Debtors in collecting such monies, including, without limitation, to enforce any security held by the Debtors;
- (h) to settle, extend or compromise any indebtedness owing to the Debtors;
- (i) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtors, for any purpose pursuant to this Order;
- (j) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtors, the Property or the Receiver, and to

settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;

- (k) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
 - (i) without the approval of this Court in respect of any transaction not exceeding \$100,000.00, provided that the aggregate consideration for all such transactions does not exceed \$250,000.00; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, or section 31 of the Ontario *Mortgages Act*, as the case may be, shall not be required;

- (m) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (o) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;

- (p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtors;
- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtors;
- (r) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have; and
- (s) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtors, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. THIS COURT ORDERS that (i) the Debtors, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "Persons" and each being a "Person") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

5. THIS COURT ORDERS that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records, information, and cloud-based data of any kind related to

the business or affairs of the Debtors and/or the Property, and any computer programs, computer tapes, computer disks, cloud or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software, cloud and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. THIS COURT ORDERS that if any Records are stored or otherwise contained on a computer, in a cloud or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer, cloud or other system and providing the Receiver with any and all access codes, account names, account numbers, and account creating credentials that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER

7. THIS COURT ORDERS that no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY

8. THIS COURT ORDERS that no Proceeding against or in respect of the Debtors or the Property shall be commenced or continued except with the written consent of the Receiver or

with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtors or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

9. THIS COURT ORDERS that all rights and remedies against the Debtors, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtors to carry on any business which the Debtors is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtors from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

10. THIS COURT ORDERS that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtors, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

11. THIS COURT ORDERS that all Persons having oral or written agreements with the Debtors or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtors are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Debtors' current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtors or

such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

12. THIS COURT ORDERS that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "**Post Receivership Accounts**") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

13. THIS COURT ORDERS that all employees of the Debtors shall remain the employees of the Debtors until such time as the Receiver, on the Debtors' behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in subsection 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under subsections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

PIPEDA

14. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "**Sale**"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all

such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

15. THIS COURT ORDERS that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act, 1999*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "**Environmental Legislation**"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

16. THIS COURT ORDERS that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under subsections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

RECEIVER'S ACCOUNTS

17. THIS COURT ORDERS that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "**Receiver's Charge**") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to subsections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

18. THIS COURT ORDERS that the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

19. THIS COURT ORDERS that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

20. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$500,000.00 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or

otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in subsections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

21. THIS COURT ORDERS that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

22. THIS COURT ORDERS that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "B" hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.

23. THIS COURT ORDERS that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

SERVICE AND NOTICE

24. THIS COURT ORDERS that the Consolidated Practice Direction – Toronto Region (https://www.ontariocourts.ca/scj/practice_directions/consolidated-practice-direction-toronto-region/) applies to this proceeding, that e-service of documents shall be valid and effective service and, subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure, service of documents in accordance with the Consolidated Practice Direction – Toronto Region will be effective on transmission. This Court further orders that a Case Website shall be established with the following URL: <https://tdbadvisory.ca/insolvency-case/1680-brimley-partnership-et-al/>.

25. THIS COURT ORDERS that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Debtors' creditors or other interested parties at their respective addresses as last shown on the records of the Debtors and that any such service or distribution by courier,

personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

GENERAL

26. THIS COURT ORDERS that the Receiver may retain solicitors to represent and advise the Receiver in connection with the exercise of the Receiver's powers and duties, including without limitation, those conferred by this Order. The Receiver is specifically authorized and permitted to use the solicitors for the Applicant herein as its own counsel in respect of any matter where there is no conflict of interest. In respect of any legal advice or issue where a conflict may exist or arise in respect of the Applicant and the Receiver or a third party, the Receiver shall utilize independent counsel.

27. THIS COURT ORDERS that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

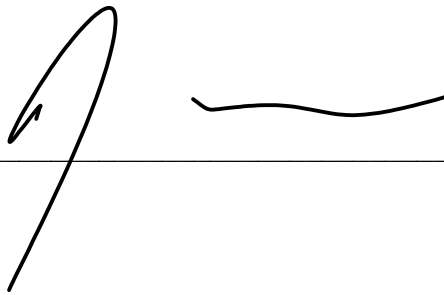
28. THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtors.

29. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

30. THIS COURT ORDERS that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

31. THIS COURT ORDERS that the Applicant shall have its costs of this Application, up to and including entry and service of this Order, provided for by the terms of the Applicant's security or, if not so provided by the Applicant's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtors' estate and net realizations from the Property with such priority and at such time as this Court may determine.

32. THIS COURT ORDERS that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.



A handwritten signature, consisting of a large loop followed by a vertical stroke, is positioned to the left of a horizontal line. To the right of the horizontal line is a wavy, horizontal line.

SCHEDULE "A"

DESCRIPTION OF REAL PROPERTY

1. PIN 06000-0540 (LT)

Description: PART OF LOT 25 CONCESSION 2 SCARBOROUGH PARTS 1 AND 2, 66R33558; SUBJECT TO AN EASEMENT OVER PART 2, 66R33558 AS IN TB398371; SUBJECT TO AN EASEMENT AS IN AT6668619; CITY OF TORONTO

Address: 1680 Brimley Road, Scarborough, Ontario, M1P 2B9

SCHEDULE "B"
RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

THIS IS TO CERTIFY that TDB Restructuring Limited, the receiver (the "**Receiver**") of (i) the real property legally described in Schedule "A" hereto (the "**Real Property**"), and (ii) all of the assets, undertakings, and properties [of 1680 Brimley Limited Partnership, 2808908 Ontario Inc., and Brimley Progress Developments Inc. (the "**Debtors**") acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof (collectively, the "**Property**") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the ____ day of _____, 2025 (the "**Order**") made in an action having Court file number CV-25-00740765-00CL, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$ _____, being part of the total principal sum of \$ _____ which the Receiver is authorized to borrow under and pursuant to the Order.

The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the _____ day of each month] after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of _____ from time to time.

Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any

person other than the holder of this certificate without the prior written consent of the holder of this certificate.

The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the ____ day of _____, 20__.

TDB Restructuring Limited, solely in its
capacity as Receiver of the Property, and not in
its personal capacity

Per: _____

Name:

Title:

UBC SOLUTIONS INCORPORATED

1680 BRIMLEY LIMITED PARTNERSHIP *et al.*

- and -

Applicant

Respondents

Court File No. CV-25-00740765-00CL

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

Proceeding commenced at Toronto

ORDER

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Lawyers for the Applicant

APPENDIX "B"

Court File No. CV-25-00740765-00CL

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

B E T W E E N:

UBC SOLUTIONS INCORPORATED

Applicant

- and -

**1680 BRIMLEY LIMITED PARTNERSHIP, 2808908 ONTARIO INC. and BRIMLEY
PROGRESS DEVELOPMENTS INC.**

Respondents

APPLICATION UNDER SUBSECTION 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

**AIDE MEMOIRE BRIEF OF 1680 BRIMLEY LIMITED PARTNERSHIP, 2808908
ONTARIO INC. & BRIMLEY PROGRESS DEVELOPMENTS INC.**
(Scheduling Hearing returnable on June 12th, 2026)

Date: June 11, 2026

BLANEY MCMURTRY LLP

Lawyers
2 Queen Street East, Suite 1500
Toronto, ON, M5C 3G5

David T. Ullmann (LSO # 423571)

Tel: (416) 596-4289

Email: dullmann@blaney.com**Birpal Benipal (LSO # 89984B)**

Tel: (437) 890-9324

Email: bbenipal@blaney.com

Lawyers for the Respondents, 1680 Brimley Limited
Partnership, 2808908 Ontario Inc., & Brimley Progress
Developments Inc.

To: **SERVICE LIST**

Court File No. CV-25-00740765-00CL

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

B E T W E E N:

UBC SOLUTIONS INCORPORATED

Applicant

- and -

**1680 BRIMLEY LIMITED PARTNERSHIP, 2808908 ONTARIO INC. and BRIMLEY
PROGRESS DEVELOPMENTS INC.**

Respondents

APPLICATION UNDER SUBSECTION 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

AIDE MEMOIRE OF THE RESPONDENTS

PART I – INTRODUCTION

1. This aide-memoire is filed by 1680 Brimley Limited Partnership, 2808908 Ontario Inc. and Brimley Progress Developments Inc. (collectively, the “**Respondents**” or the “**Moving Party**”), in connection with a scheduling appearance on June 12, 2026, the purpose of which is to schedule a 2-hour motion, subject to the Court’s discretion, to seek advice and direction with respect to the unapproved sale process underway by the Receiver and or to seek to vary some or all of the order of Justice J. Dietrich dated September 10, 2025.
2. This motion is necessitated in part by the fact that the Receiver has undertaken and is continuing a sales process of a complicated asset, with an as-built value in excess of \$100,000,000 and debts in excess of \$80,000,000, over the objection of interested parties

and without court approval for the design, deadlines and process of that sale process. An email setting out the concerns with the sale process, dated April 16, 2026, and the response of Receiver's counsel (minus attachments) are attached as **Tab "A"**.

3. The Respondents believe a court approved sale process with transparent deadlines and clarity about the involvement of UBC is required to ensure the best result is realized from the Property, which is in the interest of the Respondents and their stakeholders.
4. The motion is also required to advise the court of issues which have only recently come to light, through published reports in the Globe and Mail, that the Applicant in this matter has engaged in potentially corrupt and inappropriate behaviour which this Court should consider in determining what role, if any, the Applicant should have in the sale process or the receivership generally. A letter dated June 5, 2026, sent to counsel for the Receiver highlighting these published reports and containing some of them is attached as **Tab "B"** to this Aide Memoire, along with the Receiver's response.
5. It may also be that the consent to receivership, upon which the receivership was granted, was procured by false or bad faith promises by the Applicant prior to the commencement of the receivership.

PART II - BACKGROUND

6. The Respondents are the former debtors. Brimley Progress Developments Inc. ("**Brimley**") is the registered owner of the Real Property municipally known as 168 Brimley Road, Scarborough, Ontario M1P 2B0 and legally described in PIN 06000-0540 (LT) (the "**Real Property**").

7. Between 2022 and 2025, UBC and the Respondents engaged one another in relation to the development of the Real property. During their dealings, UBC's management represented to the Respondents that UBC would make available the required funding of \$135,000,000 to satisfy equity requirements for the Respondents to obtain construction financing.
8. In January 2025, UBC and the Respondents contemplated a waiver to extend the maturity of the credit agreement; however, upon execution by the Respondents, UBC instead refused to sign and commenced its application for the appointment of TDB Restructuring Limited ("**TDB**") as Receiver. The application was initially to be heard on June 18, 2025, before J. Cavanagh.
9. Under pressure because of the Applicants failure to fund, the Respondents agreed to a consent receivership, which was to take effect on or after September 8, 2025, and provided them more time. The endorsement of Justice Cavanaugh in this regard is attached as **Tab "C"**.
10. By Order of Justice J. Dietrich dated September 10, 2025 (the "**Receivership Order**"), TDB Restructuring Limited (the "**Receiver**") was appointed as receiver and manager of the assets, undertakings, and properties of the Respondents. A key factor in the court granting the receivership was the consent granted in June. The Endorsement of Justice Deitrich is attached as **Tab "D"**.

PART III – POST-RECEIVERSHIP REVELATIONS

11. Since the granting of the Receivership Order, serious concerns have emerged regarding UBC and its controlling entities that were not before the Court at the time the Receivership Order was granted, which, along with the aforementioned misconduct, forms the basis of the Respondents' intended motion.

12. The Carpenters' Regional Council ("CRC"), which is affiliated with the United Brotherhood of Carpenters and Joiners of America and which controls UBC (through CRC owning 100% of UBC Solutions Incorporated), has been placed under a voluntary trusteeship by its U.S. parent organization following revelations of serious financial improprieties by its senior leadership.
13. The leadership of the CRC, including its executive secretary-treasurer, Jason Rowe, chief of staff, and Ms. Stacey Rowe, have all resigned amid an internal investigation into the union's finances. According to U.S. Department of Labour records, the CRC was also previously placed under trusteeship in April 2022, to "correct corruption or financial malpractice", at that time in the hands of Mr. Rowe.
14. It is not yet clear the extent to which this apparent corruption unfairly impacted the security and lending arrangements between the parties and or led to the consent provided in June 2025. It may be appropriate for the court to reconsider the fairness of granting of the receivership in light of these revelations.
15. The Respondents are intending to bring a motion to ask the court to consider the sale process being undertaken by the Receiver and to regularize that process and consider the role of the Applicant in same and their ability to credit bid. The Respondents are also considering bringing a motion to set aside or vary the receivership order in reliance on the new facts coming to light about the Applicant. Both motions are proposed to be heard on the same date.
16. Pending the hearing of this motion, the receiver should be directed not to take any further steps to sell the project. It should be directed not to enter into any agreement to sell the

project, including, without limitation, an agreement to sell the land by credit bid to the Applicant or to any party purporting to be financed by the Applicant.

PART IV – PROPOSED TIMETABLE

17. The Respondents propose the following timetable for the hearing of the motion:

Step	Date
Service of Moving Party's (Respondents') Motion Record	June 30, 2026
Service of Receiver and/or Applicant's Responding Motion Records	July 7, 2026
Cross-examinations (if any) to be completed by	July 10, 2026
Service of Moving Party's Factum	July 13, 2026
Service of Receiver and/or Applicant's Responding Factum	July 15, 2026
Service of Reply Factum (if required)	July 16, 2026
Hearing Date	July 20, 2026

ALL OF WHICH IS RESPECTFULLY SUBMITTED THIS DAY BY:



David T. Ullmann

UBC SOLUTIONS INCORPORATED

And

1680 BRIMLEY LIMITED PARTNERSHIP, et al.

ApplicantRespondents

Address for parties served: See Service List

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at **TORONTO**

AIDE MEMOIRE BRIEF OF THE RESPONDENTS
(Scheduling Hearing returnable on June 12th, 2026)

BLANEY MCMURTRY LLP

Lawyers

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Lawyers for the Respondents, 1680 Brimley Limited
Partnership, 2808908 Ontario Inc. & Brimley Progress
Developments Inc.

APPENDIX "C"

Court File No. CV-25-00740765-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERICAL LIST)**

B E T W E E N:

UBC SOLUTIONS INCORPORATED

Applicant

- and -

**1680 BRIMLEY LIMITED PARTNERSHIP, 2808908 ONTARIO INC. and BRIMLEY
PROGRESS DEVELOPMENTS INC.**

Respondents

AIDE MEMOIRE OF THE RECEIVER

1. TDB Restructuring Limited is the receiver of certain assets and undertakings of the Respondents (in such capacity, the “**Receiver**”).
2. The Receiver files this Aide Memiore:
 - (a) in response to the Respondents request to schedule a motion to seek advice and direction on the sales process and to vary the order appointing the Receiver; and
 - (b) to request that the court schedule a motion:
 - (i) to approve the conduct of the Receiver;
 - (ii) to approve the remaining steps in the Receiver’s ongoing sales process;

- (iii) for an order requiring a company related to the respondent, Hansalex Corp. (“**Hansalex**”) to return \$24 million which was paid to it prior to the Receiver’s appointment; and
- (iv) to require the respondents to grant access to their servers in order for the Receiver or its expert to image the servers;
- (v) an order establishing a lien claims and/or vetting process; and
- (vi) other ancillary relief.

3. There is no basis for the Respondents’ motion regarding the sales process. The Receiver is independent and appointed by the court. The Receiver retained a broker which is marketing the property. There is no credible basis to question the Receiver’s conduct. Any concerns regarding the sales process would properly be addressed at the eventual motion to approve any sales transaction.

4. The request to vary the appointment order is a collateral attack on the appointment order. The order was made as a result of breaches by the Respondents, and the Respondents consent to the order. The Respondents raise no specific issues and instead make vague allegations that management issues with the Applicant may have impacted decision making. The issues raised by the Respondents do not vitiate their defaults, their consent, or the court’s decision to rely on the evidence and the consent to make the order.

5. The issues raised by the Respondents were either known prior to the appointment and could have been raised at that time or are not relevant to the appointment.

6. The Court should exercise its gate keeping function and refuse to schedule the Respondents motions.

7. The Receiver has been conducting, and will continue to conduct, a sales process. The Respondents' main asset is real estate. The sales process involved retaining a broker to market the property. The Receiver was of the view that a motion to approve this process was not needed and was not a good use of estate funds. However given the allegations raised by the Respondents, the Receiver now seeks an order approving its conduct to date and the process going forward.

8. The officer, director, and shareholder of the Respondents is Hans Jain ("**Jain**"). Jain is also an officer, director, and shareholder of a number of other corporations. Jain transferred funds belonging to the Respondents to other corporations owned and controlled by him. Some of the details of these transfers are set out in the Receivership Application and form the basis of the appointment.

9. Upon its appointment the Receiver discovered that approximately \$24 million was transferred to Hansalex, one of the companies owned and controlled by Jain. The Receiver requested an explanation from Hansalex for these transfers. To date no explanation has been provided.

10. Given the lack of an explanation and the history of transferring funds between corporations, the Receiver seeks an order requiring Hansalex to return the funds transferred to it.

11. The Receiver has repeatedly demanded that the Respondents provide access to their servers in order for the servers to be imaged. The Respondents have refused arguing that the servers contain information belonging to other companies controlled by Jain.

12. The comingling is not a defence to a production order in this case. The appointment order contemplates production of documents from related parties. The transfers from the Respondents to Hansalex show the need for the Receiver to access more than just the Respondents documents. Despite requests, the Respondents have failed to advise what companies have their documents comingled with the Respondents documents. Given all of these factors, an order for the imaging of the servers should be made.

13. There are a number of liens registered against title to the Respondents' property. The Receiver seeks authorization to implement a claims or vetting process in order to assess the validity and priority of the liens.

June 11, 2026

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**Lawyers for the Receiver,
TDB Restructuring Limited**

TO: SERVICE LIST

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(as at June 11, 2026)

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UBC SOLUTIONS INCORPORATED
Applicant

-and-

1680 BRIMLEY LIMITED PARTNERSHIP, et al.
Respondents

Court File No. CV-25-00740765-00CL

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

PROCEEDING COMMENCED AT
TORONTO

AIDE MEMOIRE OF THE RECEIVER

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**Lawyers for the Receiver,
TDB Restructuring Limited**

APPENDIX "D"

Court File No.: CV-25-00740765-00CL

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

B E T W E E N:

UBC SOLUTIONS INCORPORATED

Applicant

- and –

**1680 BRIMLEY LIMITED PARTNERSHIP, 2808908 ONTARIO INC., and BRIMLEY
PROGRESS DEVELOPMENTS INC.**

Respondents

**APPLICATION UNDER SUBSECTION 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**

AIDE MEMOIRE OF THE APPLICANT

June 11, 2026

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Lawyers for the Applicant

TO: THE SERVICE LIST

AND TO: THIS HONOURABLE COURT

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AIDE MEMOIRE OF THE APPLICANT

1. The Applicant, UBC Solutions Incorporated (“**UBC**”), has prepared this aide memoire in advance of the scheduling appearance before the Honourable Justice J. Dietrich on June 12, 2026 at 9:30 a.m. The purpose of this aide memoire is to respond to the submissions made by the Respondents, 1680 Brimley Limited Partnership, 2808908 Ontario Inc., and Brimley Progress Developments Inc. (collectively, the “**Respondents**”), concerning: (i) the Endorsement of Justice Cavanagh, dated June 18, 2025 (the “**Cavanagh Endorsement**”); (ii) the Endorsement of Justice J. Dietrich, dated September 10, 2025 (the “**Dietrich Endorsement**”); and, (iii) the voluntary trusteeship of the Carpenters’ Regional Council (the “**CRC Trusteeship**”).
2. Per the Cavanagh Endorsement (attached as Tab “C” to the Respondents’ Aide Memoire) and the associated Consent filed, the Respondents consented to the relief sought in UBC’s Notice of Application and to the form and content of the draft Order to appoint the receiver, TDB Restructuring Limited (the “**Receiver**”) (the “**Respondents’ Consent**”). Based on certain representations made by the Respondents, UBC agreed to provide the Respondents with a final opportunity to repay the Indebtedness (as defined in UBC’s Notice of Application), including all accrued interest, and certain construction lien amounts, by September 8, 2025; failing which the Respondents’ Consent would take effect. A return date was scheduled for September 10, 2025. UBC’s counsel and the Respondents’ prior counsel, Brett Moldaver, negotiated the terms of the Respondents’ Consent by way of numerous e-mail exchanges (which included multiple drafts) and phone calls prior to the appearance before Justice Cavanagh on June 18, 2025.
3. The Respondents did not repay any amounts by September 8, 2025. Accordingly, on September

10, 2025, counsel appeared before the Honourable Justice J. Dietrich and obtained the Dietrich Endorsement (attached as Tab “D” to the Respondents’ Aide Memoire), granting the associated Order to appoint the Receiver (the “**Appointment Order**”). The matter proceeded on consent and the Respondents’ prior counsel did not raise any issues at that time.

4. UBC has reviewed the letter from the Respondents’ counsel, dated June 5, 2026, enclosing an article from the Globe and Mail (attached as Tab B(i) to the Respondents’ Aide Memoire). It is clear, based on that letter and the Respondents’ submissions in their Aide Memoire, that the Respondents see the CRC Trusteeship (and the media interest) as a convenient opportunity to derail this receivership proceeding by making bald, and very serious, allegations of misconduct on the part of UBC (and in the public record). There is no basis whatsoever to set aside or vary the Receivership Order. The very recent CRC Trusteeship has no bearing on the debt owing by the Respondents to UBC, UBC’s ability to credit bid, or the steps taken by the Receiver to date.
5. A judge of this Honourable Court possesses the inherent power to act as a gatekeeper and to manage a civil case in a manner which ensures that the just, most expeditious and least expensive determination of every civil proceeding on its merits.
6. UBC respectfully requests that this Honourable Court decline to schedule the Respondents’ motions. In the alternative, UBC respectfully requests that this Honourable Court decline to schedule that motion seeking the relief discussed in paragraph 4 above (which the Respondents are “considering”, per paragraph 15 of the Respondents’ Aide Memoire) on the basis that it is vexatious and an abuse of process and on the basis of proportionality. In making this determination, this Honourable Court ought to consider the fact that, to date, the Respondents have not complied with the Appointment Order (per the letter from the Receiver’s counsel to the Respondents’

counsel, dated April 22, 2026, and attached as Tab A(ii) to the Respondents' Aide Memoire), necessitating certain relief being sought by the Receiver in its pending motion.

7. In the event this Honourable Court decides to allow one or both of the Respondents' motions to proceed, UBC states that the timetable proposed by the Respondents is unreasonable and will need to be discussed at the scheduling appearance.

ALL OF WHICH IS RESPECTFULLY SUBMITTED BY:



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UBC SOLUTIONS INCORPORATED

- and -

1680 BRIMLEY LIMITED PARTNERSHIP *et al.*

Applicant

Respondents

Court File No.: CV-25-00740765-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at Toronto

AIDE MEMOIRE OF THE APPLICANT

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Lawyers for the Applicant

APPENDIX "E"



ONTARIO SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

COUNSEL/ENDORSEMENT SLIP

COURT FILE NO.: CV-25-00740765-00CL

DATE: June 12, 2026

NO. ON LIST: 1

TITLE OF PROCEEDING: UBC SOLUTIONS INCORPORATED v. 1680 BRIMLEY LIMITED PARTNERSHIP; BRIMLEY PROGRESS DEVELOPMENTS INC.; 2808908 ONTARIO INC.

BEFORE: JUSTICE J. DIETRICH

PARTICIPANT INFORMATION

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For Defendant, Respondent, Responding Party:

Name of Person Appearing	Name of Party	Contact Info
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	BRIMLEY PROGRESS DEVELOPMENTS INC.	
	2808908 ONTARIO INC.	

For Other, Self-Represented:

Name of Person Appearing	Name of Party	Contact Info
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Bryan Tannenbaum	TDB Restructuring Limited	btannenbaum@tdbadvisory.ca

ENDORSEMENT OF JUSTICE J. DIETRICH:

- [1] 1680 Brimley Limited Partnership, 2808908 Ontario Inc. and Brimley Progress Developments Inc. (collectively, the "**Respondents**"), originally sought to schedule a motion for advice and directions regarding certain concerns they have with the ongoing sale process being conducted by the Receiver (for which no specific court approval was previously obtained).
- [2] The Receiver, however, now seeks to schedule a motion for an order (i) approving the Receiver's activities; (ii) approving the remaining steps in the sales process; (iii) directing Hansalex Corp. (a company related to the Respondents) to return \$24 million to the estate; (iv) directing the Respondents to grant access to their servers to the Receiver for purposes of imaging; (v) establishing a lien claims process; and (vi) other ancillary relief.
- [3] The concerns of the Respondents can properly be addressed through their response to the Receiver's proposed motion which is to be heard in accordance with the following schedule:
- (a) The Receiver's motion record is to be delivered by no later than June 30, 2026;
 - (b) Any responding material to be delivered by no later than July 14, 2026;
 - (c) Reply material to be delivered no later than July 21, 2026;
 - (d) Cross examinations on affidavit evidence or written interrogatories on Receivers' report to be completed by August 4, 2026;
 - (e) Receiver's factum to be delivered no later than September 2, 2026;
 - (f) Responding facta to be delivered no later than September 9, 2026;

(g) Reply factum to be delivered no later than September 14, 2026; and

(h) Hearing for 1/2 day September 18, 2026 (in person).

- [4] All material should be posted to case center no later than September 14, 2026.
- [5] Pending a decision on the motion scheduled for September 18, 2026, the Receiver has agreed that it will not enter into any agreement to sell the property. To the extent urgent relief in this regard is necessary, counsel may book a case conference through the Commercial List Office in the normal course.
- [6] The Respondents also advise they are considering bringing a motion to set aside or vary the receivership order in reliance based on allegations of new facts relating to the recent trusteeship of Carpenters' Regional Counsel, who is related to the Applicant. The Respondents say the concerns which led to the trusteeship may have impacted the consent provided by the Respondents to the Receivership Order last June. It is not clear to me what the basis for the potential motion may be and it is not being scheduled at this time. If the Respondents wish to bring this motion, they should prepare a full motion and provide it to the service list for review. Following that, a 9:30 case conference can be arranged to discuss scheduling of that motion and any preliminary or related motions (including security for costs motions).



Date: Jun 12, 2026

Justice J. Dietrich

APPENDIX "F"

Court File No.: CV-25-00740765-00CL

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

B E T W E E N:

UBC SOLUTIONS INCORPORATED

Applicant

- and -

**1680 BRIMLEY LIMITED PARTNERSHIP, 2808908 ONTARIO INC. and BRIMLEY
PROGRESS DEVELOPMENTS INC.**

Respondents

**APPLICATION UNDER SUBSECTION 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**

**AFFIDAVIT OF STEPHEN CHEDAS
(AFFIRMED MAY 12, 2025)**

I, STEPHEN CHEDAS, of the City of Toronto, in the Province of Ontario, **AFFIRM:**

1. I am General Counsel for the Carpenters' Regional Council, United Brotherhood of Carpenters and Joiners of America (the "**CRC**"). I also act as counsel for the Applicant, UBC Solutions Incorporated ("**UBC**"), which is affiliated with the CRC. The facts set forth herein are within my personal knowledge or determined from the face of the documents attached as exhibits or from information and advice provided to me by others. Where I have relied upon such information and advice, I verily believe the same to be true.

2. I affirm this affidavit in support of the herein Application to appoint TDB Restructuring Limited (“**TDB**”) as receiver and manager (in such capacity, the “**Receiver**”), without security, of the assets, undertakings, and properties of the Respondents acquired for, or used in relation to a business carried on by the Respondents (the “**Property**”).

THE PARTIES AND THE MORTGAGED LANDS

3. UBC is a federal corporation with its registered head office located at 360 Main Street, 30th Floor, Winnipeg, Manitoba, R3C 4G1. UBC has offices in and operates out of the Provinces of Ontario, Manitoba, Saskatchewan, Alberta, and British Columbia and the Territory of Yukon. UBC’s Ontario offices are located at 830 Edgeley Blvd., Concord, Ontario, L4K 4X1. In this case, UBC, as secured lender, invested in a construction development project on behalf of certain CRC trust funds. A copy of the Federal Corporation Profile Report for UBC, generated on May 7, 2025, is attached as **Exhibit “A”**.
4. The Respondent, 1680 Brimley Limited Partnership (“**1680**”), is an Ontario limited partnership with its principal place of business located at 6 Carlaw Avenue, Suite 200, Toronto, Ontario, M4M 2R5. A copy of the Corporation Profile Report for 1680, generated on May 7, 2025, is attached as **Exhibit “B”**.
5. The Respondent, 2808908 Ontario Inc. (“**280**”), is a company duly incorporated pursuant to the laws of the Province of Ontario with its registered head office located at 5000 Yonge Street, Suite 1706, Toronto, Ontario, M2N 7E9. 280 is the general partner of 1680. The sole officer and director of 280 is Hans Jain (“**Mr. Jain**”). A copy of the Corporation Profile Report for 280, generated on May 12, 2025, is attached as **Exhibit “C”**.

6. The Respondent, Brimley Progress Developments Inc. (the “**Nominee**”, and together with 1680 and 280, the “**Debtors**”), is a company duly incorporated pursuant to the laws of the Province of Ontario with its registered head office located at 5000 Yonge Street, Suite 1706, Toronto, Ontario, M2N 7E9. The sole officer and director of the Nominee is Mr. Jain. A copy of the Corporation Profile Report for the Nominee, generated on May 12, 2025, is attached as **Exhibit “D”**.
7. The Nominee is the registered owner of the Real Property municipally known as 1680 Brimley Road, Scarborough, Ontario, M1P 2B9, and legally described in PIN 06000-0540 (LT) as: PART OF LOT 25 CONCESSION 2 SCARBOROUGH PARTS 1 AND 2, 66R33558; SUBJECT TO AN EASEMENT OVER PART 2, 66R33558 AS IN TB398371; SUBJECT TO AN EASEMENT AS IN AT6668619; CITY OF TORONTO (the “**Mortgaged Lands**”). A copy of the Parcel Abstract for the Mortgaged Lands, obtained on May 12, 2025, is attached as **Exhibit “E”**.

THE CREDIT AGREEMENT AND THE LAND LOAN

8. On September 29, 2023, UBC, as Lender, entered into a Credit Agreement with 1680, as Borrower, and 280 and the Nominee, as Guarantors (the “**Credit Agreement**”), whereby UBC agreed to loan the principal amount of \$65,000,000.00 (the “**Land Loan**”). A copy of the Credit Agreement, dated September 29, 2023, is attached as **Exhibit “F”**.
9. The Nominee is the registered owner of the Mortgaged Lands. The Mortgaged Lands are being developed to construct “Town Centre Place” in two (2) phases. Phase I is to construct two (2) towers and Phase II is to construct another two (2) towers, each comprised of both residential and retail space (the “**Project**”).

10. The Land Loan was to be used to repay the existing indebtedness of 1680 owed to KingSett Mortgage Corporation (**“KingSett”**) and to fund soft costs of construction of the Project. To UBC’s knowledge, the Project has not progressed beyond the excavation shoring phase of construction.
11. On February 15, 2024, UBC and the Debtors entered into an Amendment Agreement to the Credit Agreement (the **“Amendment Agreement”**) whereby UBC consented to a one time increase to the principal amount of the Land Loan in the aggregate amount of \$5,000,000.00., thereby bringing the principal amount of the Land Loan to \$70,000,000.00. A copy of the Amendment Agreement is attached as **Exhibit “G”**.
12. Pursuant to Section 2.1 of the Credit Agreement, 1680 was required to pay UBC an extension fee in the amount of \$390,000.00 (the **“Extension Fee”**) to extend the term of the Land Loan past the maturity date for an additional six (6) months (the **“Extension Term”**). The Extension Fee was to be paid on or prior to the first day of the Extension Term, being April 1, 2024 (the **“Extension Fee Due Date”**). 1680 did not pay the Extension Fee on or prior to the Extension Fee Due Date (the **“Extension Breach”**).
13. 1680 requested that UBC waive the Extension Breach. UBC agreed to waive the Extension Breach subject to the terms and conditions set out in a Waiver, dated April 26, 2024 (the **“Waiver”**), which was executed by the Debtors. UBC’s waiver of the Extension Breach was subject to, and conditional upon, 1680 paying the Extension Fee to UBC in equal monthly installments of \$65,000.00, each due on the last business day of each calendar month, commencing April 2024 and ending September 2024 (the **“Extension Fee Installments”**). A copy of the Waiver is attached as **Exhibit “H”**.

14. Pursuant to the Waiver, UBC agreed to extend the Maturity Date of the Land Loan to September 29, 2024 (the “**Maturity Date**”).

THE SECURITY

15. Pursuant to a demand debenture agreement, dated September 29, 2023 (the “**Debenture**”), the Nominee promised to pay up to \$80,000,000.00 to UBC, on demand, in respect of all amounts owing to UBC in connection with the Credit Agreement. A copy of the Debenture is attached as **Exhibit “I”**.
16. The obligations of the Nominee pursuant to the Debenture were secured by, *inter alia*, a first mortgage/charge in the amount of \$80,000,000.00 registered against title to the Mortgaged Lands on October 2, 2023 in Land Registry Office No. 66 and receipted as Instrument No. AT6432275 (the “**UBC Charge**”). A copy of the UBC Charge instrument, obtained May 12, 2025, is attached as **Exhibit “J”**.
17. The Nominee granted a first ranking general assigned of rents and leases in favour of UBC, dated September 29, 2023, and registered against title to the Mortgaged Lands on October 2, 2023 in Land Registry Office No. 66 and receipted as Instrument No. AT6432276 (the “**GAR&L**”). A copy of the GAR&L and the associated instrument, obtained May 12, 2025, are attached collectively as **Exhibit “K”**.
18. 1680, by 280 as general partner, and the Nominee, executed a beneficial charge in favour of UBC in respect of the Mortgaged Lands, dated September 29, 2023, which mortgages, charges, assigns, transfers and pledges its entire beneficial right, title and interest in the

Mortgaged Lands to UBC and grants UBC a security interest in respect of same (the “**Beneficial Charge**”). A copy of the Beneficial Charge is attached as **Exhibit “L”**.

19. The payment and performance of all of 1680’s indebtedness and obligations under, *inter alia*, the Credit Agreement, were unconditionally, absolutely and irrevocably personally guaranteed by 280 and the Nominee pursuant to a joint and several guarantee and indemnity, dated September 29, 2023 (the “**Guarantee and Indemnity**”). A copy of the Guarantee and Indemnity is attached as **Exhibit “M”**.
20. 1680, as Obligor, executed a general security agreement in favour of UBC, dated September 29, 2023, granting a first-ranking security over all of 1680’s current and after-acquired property (the “**1680 GSA**”). The 1680 GSA is perfected by registration under the *Personal Property Security Act*, R.S.O. 1990, c. P.10 (the “**PPSA**”) as Registration No. 20230920 1518 1590 1180 in Ref File No. 797349429 against the collateral descriptions “Inventory”, “Equipment”, “Accounts”, “Motor Veh Incl”, and “Other” (the “**1680 PPSA**”). Copies of the 1680 GSA and 1680 PPSA, obtained May 12, 2025, are attached collectively as **Exhibit “N”**.
21. 280, as Obligor, executed a general security agreement in favour of UBC, dated September 29, 2023, granting a first-ranking security over all of 280’s current and after-acquired property (the “**280 GSA**”). The 280 GSA is perfected by registration under the *PPSA* as Registration No. 20230920 1518 1590 1181 in Ref File No. 797349438 against the collateral descriptions “Inventory”, “Equipment”, “Accounts”, “Motor Veh Incl”, and “Other” (the “**280 PPSA**”). Copies of the 280 GSA and 280 PPSA, obtained May 12, 2025, are attached collectively as **Exhibit “O”**.

22. The Nominee, as Obligor, executed a general security agreement in favour of UBC, dated September 29, 2023, granting a first-ranking security over all of the Nominee's current and after-acquired property (the "**Nominee GSA**"). The Nominee GSA is perfected by registration under the *PPSA* as Registration No. 20230920 1519 1590 1182 in Ref File No. 797349456 against the collateral descriptions "Inventory", "Equipment", "Accounts", "Motor Veh Incl", and "Other" (the "**Nominee PPSA**"). Copies of the Nominee GSA and the Nominee PPSA, obtained May 12, 2025, are attached collectively as **Exhibit "P"**.
23. The security that is to be enforced is: (i) the Debenture; (ii) the UBC Charge; (iii) the GAR&L; (iv) the Beneficial Charge; (v) the Guarantee and Indemnity; (vi) the 1680 GSA (perfected by registration of the 1680 PPSA); (vii) the 280 GSA (perfected by registration of the 280 PPSA); and, (viii) the Nominee GSA (perfected by registration of the Nominee PPSA) (collectively, the "**Security**").

OTHER ENCUMBRANCES AND CREDITORS

Construction Liens

24. The Construction Manager for the Project is Atriacon Management Inc. ("**Atria**"). Atria subcontracted shoring work to Astro Shoring Inc. ("**Astro Shoring**") and Atria subcontracted excavation work to Astro Excavating Inc. ("**Astro Excavating**"). Atria defaulted under the associated subcontracts by failing to pay amounts due and owing to Astro Shoring and Astro Excavating, respectively.
25. On December 2, 2024, Astro Shoring registered a construction lien against title to the Mortgaged Lands in the amount of \$875,597.00 in Land Registry Office No. 66 and

receipted as Instrument No. AT6710220 (the “**Astro Shoring Lien**”). The Astro Shoring Lien was perfected on December 23, 2024.

26. On December 2, 2024, Astro Excavating registered a construction lien against title to the Mortgaged Lands in the amount of \$2,188,373.00 in Land Registry Office No. 66 and receipted as Instrument No. AT6710235 (the “**Astro Excavating Lien**”). The Astro Excavating Lien was perfected on December 23, 2024.
27. I have reviewed the Parcel Abstract for the Mortgaged Lands (which is attached as Exhibit “E” hereto) and confirm that, aside from the Astro Shoring Lien and the Astro Excavating Lien, title to the Mortgaged Lands is free of any other encumbrances.

PPSA Registrations

28. I have reviewed the 1680 PPSA, the 280 PPSA, and the Nominee PPSA registrations (which are attached, respectively, as Exhibits “N” to “P” hereto) and confirm that there are no other registrations other than the registrations in favour of UBC.

CONTINUING EVENTS OF DEFAULT AND DEMANDS

February 2025 Demand Letter

29. On February 11, 2025, UBC sent a letter to 1680 providing notice, at its discretion, of a number of continuing Events of Default and stating that all “Obligations” (as defined under the Credit Agreement) are immediately due and owing (the “**February 2025 Demand Letter**”). A copy of the February 2025 Demand Letter is attached as **Exhibit “Q”**.

Continuing Events of Default

30. The continuing Events of Default under the Credit Agreement, the Amendment Agreement, and the Waiver, include, *inter alia*:

- (i) failure to repay the Land Loan on or before the Maturity Date (pursuant to Sections 2.1 and 10.1(i) of the Credit Agreement);
- (ii) failure to pay accrued interest (at the rate of 8.00% per annum, compounded and payable monthly up to the Maturity Date and thereon at the rate of 18.00% per annum, compounded and payable monthly) under the Land Loan since June 2024 (pursuant to Sections 2.1, 2.2(i) and (ii), and 10.1(ii) of the Credit Agreement);
- (iii) failure to pay the Extension Fee Installments (pursuant to the Waiver and Section 10.1(ii) of the Credit Agreement);
- (iv) using the Land Loan for uses under than the “Permitted Use” (as defined under the Credit Agreement) and, more specifically, to lend monies to other entities and projects unrelated to the Project (pursuant to Sections 2.1, 10.1(iv) and (xv) of the Credit Agreement);
- (v) failure to provide notice of the defaults under the “Material Contracts” (as defined under the Credit Agreement) as between Atria and Astro Shoring and Astro Excavating, respectively (pursuant to Sections 8.1(i) and (ii)(b), 10.1(iv) and (xv) of the Credit Agreement);

- (vi) having created, incurred, assumed, caused or permitted the Astro Shoring Lien and the Astro Excavating Lien (which are not “Permitted Liens”, as defined under the Credit Agreement) to be registered against title to the Mortgaged Lands, which has adversely affected the ranking of the Security and/or the validity of the Security (pursuant to Sections 1.1, 9.2, 10.1(iv), (xiii) and (xv) of the Credit Agreement);
- (vii) taking steps to sever the Mortgaged Lands by registering an Application-Deposit Plan against title to the Mortgaged Lands on October 31, 2024, receipted as Instrument No. AT6689275, and an associated Plan Reference on November 1, 2024, receipted as Instrument No. 66R34355 (which are collectively attached as **Exhibit “R”**) without UBC’s prior written consent (pursuant to Sections 1.1, 9.14, 10.1(iv) and (xv) of the Credit Agreement);
- (viii) failure of 1680 to provide “Periodic Reports” (as defined under the Credit Agreement) which include:
 - (a) interim unaudited financial statements, including balance sheet, statement of income and retained earnings and statement of changes in financial position, within forty-five (45) days of the end of each of its fiscal quarters including the fourth quarter (this obligation is shared with the Nominee);
 - (b) internally prepared unaudited consolidated annual financial statements, including balance sheet, statement of income and retained earnings, statement of changes in financial position, and management discussion and analysis, within ninety (90) days of the end of each of its fiscal years (this obligation is shared with the Nominee);

(c) a certificate certified by 1680's Chief Financial Officer on the first day of each month following the "Disbursement Date" (being September 29, 2023) certifying that:

- i. proceeds of the Land Loan not used to repay the indebtedness owing to KingSett on the Disbursement Date have only been used for the Permitted Use;
- ii. 1680 has complied with its holdback obligations pursuant to the *Construction Act* (Ontario); and,
- iii. the construction of the Project is being effected in accordance with the Construction Schedule delivered to UBC pursuant to Section 6.1(xi) of the Credit Agreement;

(each pursuant to Sections 8.2 and 10.1(iv) of the Credit Agreement);

- (ix) failure of 1680 to deliver to UBC monthly progress updates (commencing on the first month following the Disbursement Date) on the status and details (including amounts) of its refinancing plan to repay the Land Loan as well as its overall long term construction financing plan for the Project (pursuant to Sections 8.12 and 10.1(iv) of the Credit Agreement).

31. Interest on the Land Loan is accruing from the Maturity Date at the Default Rate of 18.00% per annum, compounded and payable monthly, pursuant to Section 2.2(ii) of the Credit Agreement.

32. Pursuant to Section 10.3(i) of the Credit Agreement, UBC may, at its sole discretion, take any action or proceedings which UBC deems expedient to realize upon and enforce any and all of the Security and other loan documents without any additional notice, presentment, demand, protest or other formality, all of which are expressly waived by 1680.
33. Pursuant to Section 10.3(vii) of the Credit Agreement, UBC's rights and remedies under the loan documents are cumulative and are in addition to and not in substitution for any rights or remedies under law. Any single or partial exercise of UBC of any right or remedy for a default or breach of any agreement, term, covenant or condition in the Credit Agreement is not a waiver of and does not alter, affect, or prejudice any other right or remedy or other rights or remedies to which UBC may be lawfully entitled for the same default or breach. Any waiver by UBC of the strict observance, performance or compliance with any agreement, term, covenant or condition in the Credit Agreement and any indulgence UBC grants is not a waiver of any subsequent default.

March 2025 Demand Letter and UBC NITES

34. On March 14, 2025, UBC, through its counsel, sent a demand letter to the Debtors (the "**March 2025 Demand Letter**"). Enclosed with the March 2025 Demand Letter was the February 2025 Demand Letter (Tab 1 thereto) and UBC's Notice of Intention to Enforce a Security (the "**UBC NITES**") (Tab 2 thereto). A copy of the March 2025 Demand Letter, with the UBC NITES enclosed, is attached as **Exhibit "S"**.
35. As of the date of the UBC NITES, the total amount of indebtedness secured by the Security was \$78,862,624.38, with interest (at the rate of 18.00% per annum, compounded and payable monthly) and costs continuing to accrue. The Debtors failed to pay any amounts to

UBC prior to the expiration of the 10-day notice period and have not paid any amounts to UBC since.

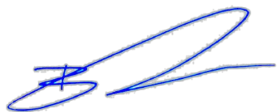
THE INDEBTEDNESS

36. As of May 12, 2025, the total amount of indebtedness secured by the Security is \$80,449,071.35, with interest (at the rate of 18.00% per annum, compounded and payable monthly) and costs continuing to accrue (the “**Indebtedness**”).

APPOINTMENT OF THE RECIEVER

37. UBC has lost confidence and faith in 1680 to complete the Project.
38. The appointment of the Receiver is urgently required to take protective and value-maximizing steps to prevent the deterioration of the Property, and ultimately, to realize the Property to repay the Indebtedness.
39. The appointment of the Receiver is also urgently required to investigate and determine the use of the Land Loan proceeds in other projects by other entities or for other uses inconsistent with the terms and conditions of the Credit Agreement.
40. TDB is a licenced insolvency trustee and has consented to be appointed as the Receiver, without security, over the Property, including, in particular, the Mortgaged Lands. A copy of the Consent of TDB, dated April 14, 2025, is attached as **Exhibit “T”**.
41. I make this affidavit in support of an order appointing the Receiver and for no other or improper purpose.

SWORN REMOTELY by Stephen Chedas)
 at the City of Toronto, in the Province of)
 Ontario, before me in the City of Toronto, in)
 the Province of Ontario, on this 12th day of)
 May, 2025, in accordance with O. Reg.)
 431/20, Administering Oath or Declaration)
 Remotely.)



A Commissioner for Taking Affidavits, etc.

Broghan Masters, LSO No.: 78063U



STEPHEN CHEDAS

APPENDIX "G"



TDB Restructuring Limited
Licensed Insolvency Trustee

11 King St. W, Suite 700
Toronto, ON M5H 4C7

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416-575-4440
416-915-6228

tdbadvisory.ca

Memo to File

Date:	September 17, 2025
To:	File – 1680 Brimley Limited Partnership et al.
cc:	Bryan Tannenbaum, Arif Dhanani, and Nisan Thurairatnam
From:	Tanveel Irshad
Subject:	Attendance at Leased Premises to Secure Books and Records

On September 16, 2025, TDB Restructuring Limited (the “**Receiver**”) attended at 6 Carlaw Ave, Suite 200 Toronto, ON M4M 2R5 (the “**Carlaw Property**”) and 5000 Yonge Street, Suite 1706, Toronto, Ontario, M2N 7E9 (the “**Yonge Street Property**”, and together with the Carlaw Property, the “**Leased Premises**”) at approximately 12:00 pm to: (i) identify and retrieve any books and records of 1680 Brimley Limited Partnership, 2808908 Ontario Inc. and Brimley Progress Developments Inc. (collectively, the “**Debtors**”), if any; (ii) obtain the contact information of the landlord(s) and provide them with notice of the receivership proceedings; and (iii) direct any representatives of the Debtors to vacate the Leased Premises, if present.

Set out below is an account of our attendances at the Leased Premises and the contact information of the property manager for each property.

- 6 Carlaw Ave, Suite 200 Toronto, ON M4M 2R5 – Michael Fox (E: Pm@reliablepm.ca; #: 437-535-0723)
- 5000 Yonge Street, Suite 1706, Toronto, Ontario, M2N 7E9 – Alessandro Santos (E: asantos@crp-cpmi.ca; #: 416-223-8666 ext. 233)

The Carlaw Property

The Carlaw Property is located on the top floor of a two-story building that also contains units leased by other tenants. The Receiver attended the premises with a locksmith, on the basis that lock changes would be required if the unit was solely occupied by the Debtors. Upon arrival, the Receiver observed parking signs for Atria Development, a company related to the Debtors, but not one of the Debtor entities themselves. The front door was locked, and through the window the Receiver noted a staircase that appeared to lead to the Carlaw Property.

The Receiver made inquiries with neighbouring tenants, none of whom recognized any of the companies associated with the Debtors. The Receiver also noted that one of the other units in the building was listed for lease and contacted the listing broker by phone and email, attaching a copy of the Court Order appointing the Receiver, to request the landlord's information and to confirm whether they had access to the leased premises. To date, no response has been received. A copy of the Receiver's email is attached hereto as **Appendix "A"**.

The Receiver further attended at the offices of the property manager located at 302 Carlaw Ave, Toronto, who advised that they had no record of the Carlaw Property being leased by the Debtors and provided a list of current tenants in the building. None of the tenants matched Atria Development or the Debtors. As a precaution, the Receiver subsequently emailed the property manager to confirm whether the Carlaw Property was leased by the Debtors, their principals, and/or Atria. A copy of the email correspondence is attached hereto as **Appendix "B"**.

As there was no indication that the Debtors occupied the Carlaw Property, the Receiver proceeded to attend the Yonge Street Property. Some photos of the outside of the Carlaw Property are attached hereto as **Appendix "C"**.

The Yonge Street Property

The Receiver then attended the building in which the Yonge Street Property is located. On the floor containing the premises, there was no signage for suite 1706; however, based on the suite numbers for 1705 and 1707, the Receiver identified the correct unit. The door to the premises was locked, and the Receiver therefore met with the property manager on the ground floor, presented a copy of the Court Order, and obtained access to the unit.

Upon entry, the Receiver confirmed that the unit was completely vacant. No servers, books, or records were located. The only item of note was a sign inside the unit referencing "Atria." The Receiver took photographs of the premises, some of which are attached hereto as **Appendix "D"**.

With no further business, the Receiver left the Yonge Street Property at 1:45 pm.

APPENDIX "H"

Nisan Thuraiaratnam

From: Nisan Thuraiaratnam
Sent: Tuesday, September 23, 2025 2:42 PM
To: Tanveel Irshad; Bryan Tannenbaum; Arif Dhanani
Subject: RE: Brimley - Memo re Attendance at Leased Premises

All,

Further to the below, I noted from Atria's website that they have listed a new office location at 276 Carlaw Ave., Unit 304, Toronto, Ontario. I mentioned this on the call with the secured creditors' on September 18, 2025, and they requested that we attend the location to determine whether any of the Debtors' books and records are stored there.

When I attended 276 Carlaw, I observed that the property consists of several connected buildings. Unit 304 was locked and identified as a shared workspace operated by Reliable Property Management.

I attended at the property management office for 276 Carlaw, where an individual named Joe confirmed that Atria is partially occupying Unit 304 and offered to take me there. However, there was no response at the unit and Joe appeared hesitant to open the door. He asked that we return to the property management office to review the Court Order and the reason for my visit.

While I was explaining the Order at the office, another individual approached, was hostile, and threatened to call the police and his lawyer. He initially refused to provide his name. He asserted that the Court Order applied only to the Debtors and not to Reliable Property Management, which he said controlled Unit 304. He demanded that I leave immediately. It was obvious to me that this individual was well aware of the Receivership and the Court Order.

Before leaving, Joe provided me with this person's his contact details. The individual was identified as Vipin Jain, Vice-President of Atria and brother of Hans Jain. Vipin is also apparently the owner of Reliable Property Management. Vipin denied knowledge of the Debtors or Atria's whereabouts, notwithstanding Joe's earlier confirmation that Atria was occupying Unit 304.

Subsequent google searches indicate that 276 Carlaw is owned by Gyan Jain, father of Hans Jain. This raises the possibility that Atria or the Debtors may be occupying other portions of the building beyond Unit 304.

While onsite, I updated Broghan Masters by phone (as per her request at our September 18 meeting). She will conduct corporate searches on both the property and the property management company. She also requested a call with our counsel, TDB, and herself to plan next steps, including potential correspondence to the Debtors and/or their counsel. I will circulate a separate email to arrange that call.

Kind regards,

Nisan

APPENDIX "I"

Tanveel Irshad

From: Nisan Thurairatnam
Sent: March 13, 2026 7:54 PM
To: Hans Jain
Cc: 'Kinjesh Shah'; 'pcho@weirfoulds.com'; 'Wojtek Jaskiewicz'; 'LawClerk@moldaverbarristers.com'; 'LawStaff@moldaverbarristers.com'; Brett Moldaver; Bryan A. Tannenbaum; Arif Dhanani; Tanveel Irshad
Subject: 1680 Brimley Limited Partnership, 2808908 Ontario Inc. and Brimley Progress Developments Inc. - Information Request
Attachments: Re: 1680 Brimley Limited Partnership, 2808908 Ontario Inc. and Brimley Progress Developments Inc. - Information Request & Reply Letter; Brimley - Appointment Order dated September 10, 2025(1007288.1).pdf; Response - Nov 3, 2025.pdf

Mr. Jain,

We write further to your response dated November 3, 2025 (attached hereto), in which you advised that the books and records of the debtors, 1680 Brimley Limited Partnership, 2808908 Ontario Inc. and Brimley Progress Developments Inc. (collectively, the “**Debtors**”) can be accessed at 276 Carlaw Avenue, Unit 301, Toronto, Ontario M4M 3L1 (the “**Carlaw Office**”).

On several occasions, the Receiver attempted to access the books and records by attending to the Carlaw Office. However, on each occasion, the Receiver was advised by property management of the building and/or by an individual named, Vipin Jain, that the Debtors do not occupy any unit at 276 Carlaw Avenue and was denied access.

The delay in accessing the books and records of the Debtors is of serious concern and the Receiver is unable to carry out its mandate properly without having full access to the Debtors’ books and records. Pursuant to the Appointment Order (attached hereto), the Receiver is entitled to immediate access to, and possession of, the Debtors’ books and records. We refer you, specifically, to the following paragraphs of the Appointment Order:

- Paragraph 4 ordering the Debtors and all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and *all other persons acting on its instructions or behalf* (each a “Person”) to grant immediate and continued access to the Property (which includes the books and records) to the Receiver, and to deliver all such Property to the Receiver upon the Receiver’s request;
- Paragraph 5 and 6 ordering that all Persons are required to advise the Receiver of the existence of any books, documents, accounting records, and any other papers, records or information of any kind (the “**Records**”) related to the business or affairs of the Debtors and/or the Property in that Person’s possession or control, and requiring that such Persons permit the Receiver to take copies and have unfettered access to the Records.

Accordingly, you are hereby required to provide, no later than **March 20, 2026**, the following:

1. The precise location where the Debtor’s books and records are currently maintained and a specific date and time when the Receiver may attend the Carlaw Office (or such other confirmed location), with you, to review and take possession of the Debtor’s books and records; or,
2. If the books and records are stored in a location that is not in the possession or control of the Debtors, the identity of the person with such possession or control, together with contact information for such person.

Failure to comply with this request will be reported to the Court and a further order against you may be sought to facilitate the Receiver’s efforts to acquire the Debtors’ books and records.

Regards,

TDB RESTRUCTURING LIMITED, solely in its capacity

as Receiver of 1680 Brimley Limited Partnership, 2808908 Ontario Inc.

and Brimley Progress Developments Inc. and not in its personal or

corporate capacity



TDB Restructuring Limited
Licensed Insolvency Trustee

Nisan Thurairatnam, CPA, CIRP
Senior Manager

✉ nthurairatnam@tdbadvisory.ca

☎ 365-297-4588

📞 416-915-6228

📍 65 Queen St. West, Suite 605
Toronto, ON M5H 2M5 **NEW ADDRESS**

tdbadvisory.ca
Integrity. Leadership. Excellence.

APPENDIX "J"



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April 9, 2026

Memo to File – Regarding Site Attendance

In the Matter of the Court-appointed Receivership of 1680 Brimley Limited Partnership, 2808908 Ontario Inc. and Brimley Progress Developments Inc. (collectively, the “Debtors”)

On April 7, 2026, TDB Restructuring Limited (the “**Receiver**”) attended at 276 Carlaw Ave, Unit 301 Toronto, ON M4M 3L1 (the “**Carlaw Property**”) to identify review and retrieve any books and records of the Debtors.

The following is a summary of the Receiver’s attendance at the Carlaw Property.

The Carlaw Property

The Carlaw Property is a unit located on the third floor of a three-story building that also contains several other leased units. On April 7, 2026, the Receiver attended the premises at 9:50 am. A copy of the email confirming the date, location, and time of the Receiver’s attendance is attached hereto as **Appendix “A”**.

The Receiver met Tara Connor and Ishaan Dhingra at the Carlaw Property at approximately 9:57 am. Ms. Connor requested that the Receiver wait in the boardroom as the Debtors’ representatives had not arrived. The Receiver made inquiries of Ms. Connor regarding whether the Carlaw Property was the location where the books and records of the Debtors are maintained, and she stated that she was not aware of their location as unit 301 is the office for Atria Development.

The Receiver inquired whether Ms. Connor was the in-house legal representative of the Debtors, to which she responded by saying she works in the developments department. The Receiver, once again, inquired whether she knew where the books and records of the Debtors were located, to which she responded that she is not aware, and the Debtors’ representatives should arrive in less than 10 minutes.

At approximately 10:08 am, Kayla Terceira, in-house legal counsel for Atria Development, arrived and met the Receiver in the boardroom. Ms. Terceira advised that the servers of the Debtors have not been functioning for the past week and that all the books and records are stored on the server. The Receiver advised that the Debtors were aware of the Receiver’s visit since March 27, 2026 and the records should have been made available by now.

Ms. Terceira advised that the Debtors only received notice of the receivership in March 2026, to which the Receiver advised that the Receiver was appointed in September 2025, and that a information request was issued to the Debtors and its counsel on September 11, 2025 (the “**Information Request**”). A copy of the Information Request is attached hereto as **Appendix “B”**.

Ms. Terceira stated that she will look to see if there are any hard copies of the books and records available on the premises, but the servers are not functional at the moment and the books and records cannot be accessed. Ms. Terceira asked if there was a list of documents the Receiver was looking to obtain, to which the Receiver explained that all the books and records of the Debtors need to be provided to the Receiver.

Ms. Terceira further advised that the servers should be fixed by April 9 or April 10, 2026, however, it is her last day with the company today and she does not know for certain. Ms. Terceira asked the Receiver to wait for the other representative of the Debtors as she attempted to locate any hard copies of the books and records.

At 10:15 am, Hans Jain, principal of the Debtors, met with the Receiver in the boardroom. Mr. Jain advised that the servers of the Debtors have not been functioning since the prior week, and that the Debtors expected them to be operational by April 9 or April 10, 2026; however, the Debtors are still unable to access the servers.

Mr. Jain advised that he does not have access to any of the files of the Debtors and requested a list of documents that the Receiver requires. The Receiver provided a copy of the appointment order dated September 10, 2026 to Mr. Jain and advised that as per paragraph 5, all the books and records of the Debtors must be made available to the Receiver, and that there is no particular list that can be provided.

At 10:18 am, Mr. Jain advised that there is no access to the documents at the moment and that, once the issue is resolved, he will contact the Receiver and arrange another for attendance. Mr. Jain stated he will prepare hard copies of the documents for the Receiver, to which the Receiver advised that it does not require hard copies and that soft copies of the books and records of the Debtors are sufficient.

At 10:20 am, the Receiver departed the Carlaw Property.

Photographs of the outside of the Carlaw Property are attached hereto as **Appendix “C”**.

APPENDIX "K"

David T. Ullmann
D: 416-596-4289
dullmann@blaney.com

April 20th, 2026

SENT BY EMAIL TO pcho@weirfoulds.com

Mr. Philip Cho
WeirFoulds LLP
4100 – 66 Wellington Street West
TD Bank Tower
Toronto, ON, M5K 1B7

Dear Mr. Cho,

Re: TDB Restructuring Limited re Receivership of 1680 Brimley Limited Partnership et al.

In addition to our letter to you of April 16, 2026, we are writing to you on a separate issue.

We understand from our client that TDB Restructuring Limited, in its capacity as Receiver in the above-noted receivership, is seeking additional books and records from Mr. Jain and the debtor companies and has attempted to visit the business premises of my client and certain other entities in order to review same. We understand that the receiver, which has been appointed for some time, already has certain of these books and records from earlier in its engagement. It is not entirely clear to us what additional information is required or why it is being required now. That said, we are mindful of the document production obligations under Paragraph 5 of the Appointment Order of the Honourable Justice J. Dietrich dated September 10, 2025 (the “**Receivership Order**”), which presumably underlies your request.

As you are aware, the debtors are subsidiaries of Atria Development, a real estate development company with multiple active and completed development projects spanning various stages of entitlement, construction, and disposition. I understand that multiple business entities occupy the same premises and share record storage and possibly computer files or directories. Given the breadth of the debtors' operations and the volume of records generated across these projects, there is likely some material co-mingling of records, and considerable time and effort would likely be required to review and segregate the information.

As TDB Restructuring Ltd. will recall, as outlined in the attached endorsement of J. Penny, dated March 6, 2024, in which both our firms were involved, the court reiterated that there is a duty to ensure that production requests from a receiver (or a trustee in that matter)

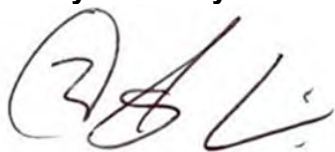
must be considerate of these co-mingling issues and the rights of third parties. The endorsement is enclosed herein for your reference.

We request that the Receiver provide a written, itemized list of the specific categories of documents it seeks under Paragraph 5 of the Receivership Order. Upon receipt, we will promptly review the request with our client and respond. I do not think further visits to my client's business premises are the best way to proceed.

We are mindful of the powers of the receiver under the order, but given that this is not a simple matter to comply with, if we could better understand the scope of the request and its purpose, we can then advise you as to what we believe to be the best path to resolve the request.

We look forward to your response.

Blaney McMurtry LLP

A handwritten signature in dark ink, appearing to read 'DTU', with a stylized flourish at the end.

David T. Ullmann
DTU/ab

c.: Alexandra Teodorescu
Birpal Benipal

Enclosures: Endorsement of J. Penny dated March 6, 2024



SUPERIOR COURT OF JUSTICE

COUNSEL/ENDORSEMENT SLIP

COURT FILE NO.: BK-24-03003083-0031

DATE: March 6, 2024

NO. ON LIST: 6

TITLE OF PROCEEDING: IN THE MATTER OF THE BANKRUPTCY OF CREATIVE WEALTH MEDIA FINANCE CORP.

BEFORE: JUSTICE PENNY

PARTICIPANT INFORMATION**For Moving Party:**

Name of Person Appearing	Name of Party	Contact Info
Michael Nowina	Counsel for the Trustee (TDB Restructuring Limited, previously known as RSM Canada Limited)	Michael.Nowina@bakermckenzie.com
Anton Rizor		Anton.Rizor@bakermckenzie.com
Arif Dhanani	Representative of the Trustee	adhanani@tdbadvisory.ca
Bryan Tannenbaum		btannenbaum@tdbadvisory.ca

For Responding Party:

Name of Person Appearing	Name of Party	Contact Info
Robert Staley	Counsel for Creative Wealth Media Lending Inc.	staleyr@bennettjones.com
Michael Shakra		shakram@bennettjones.com
Andrew Sahai		sahaia@bennettjones.com

For Other:

Name of Person Appearing	Name of Party	Contact Info
Natalia Vandervoort	Counsel for Creative Wealth Media Lending Inc.	nvandervoort@blg.com
Philip Cho	Counsel for Premium Properties	pcho@weirfoulds.com
Wojtek Jaskiewicz		wjaskiewicz@weirfoulds.com
Anna White	Counsel for Catalyst Wealth Management Media Fund 1 and the Ad-Hoc Group	awhite@tyrllp.com
Jason Wadden		jwadden@tyrllp.com
David Ullmann	Counsel for Jason Cloth	dullmann@blaney.com
Elizabeth Ayo	Counsel for Bayshore Capital Advisors LLC, GCA Alternative	elizabeth@booklaw.ca

ENDORSEMENT OF JUSTICE PENNY (Released March 7, 2024):

- [1] In this motion, the Trustee in Bankruptcy of Creative Wealth Management Finance Inc. (“Finance”) seeks orders granting the Trustee access to the books and records of Finance and establishing protocols for the delivery of these books and records to the Trustee.
- [2] The substantive problem at the heart of the current dispute arises from the fact that Finance is one of several of Creative Wealth Management (CWM) affiliated companies. Only Finance is in bankruptcy. All of the CWM group share office space in Toronto and, more importantly, the books and records for the entire CWM group are, allegedly, intermingled. In these Reasons, I will use the term “Books and Records” to refer only to the books and records of Finance.
- [3] The central issues on this motion are:
- 1) who should separate out the Books and Records from the intermingled records of the CWM group, and how? and
 - 2) who should pay the cost of the unmingling exercise?
- [4] There are additional, collateral issues which I will address in the course of these Reasons.

Background

- [5] On October 27, 2023, Finance issued a notice of intention to make a proposal under the BIA. Finance was deemed to have filed an assignment bankruptcy on November 28, 2023. The initial trustee was not provided with access to the Books and Records of Finance.
- [6] The proposal trustee was replaced by the present Trustee at the first meeting of creditors on December 15, 2023. Beginning on January 3, 2024, the Trustee made repeated requests for access to Finance’s books and records, without avail. After weeks, on January 22, continuing on January 31, 2024, the Trustee was finally able to meet at the CWM business premises with Mr. Cloth, who is a shareholder and one of the officers and directors of Finance and other CMW companies.¹ He attended with his counsel, Mr. Ullman, and with in-house counsel for Creative Wealth Management Lending Inc (“Lending”).
- [7] The Trustee was advised at these meetings that: all of Finance’s Books and Records were stored online; the Books and Records were intermingled with the books and records of other CWM entities; CWM Lending, specifically, was asserting privilege; access to the Finance Books and Records would not be granted at that time; and, a letter would be forthcoming from Mr. Ullman setting out the position of the non-Finance CWM entities with respect to the Trustee’s access.

¹ I was advised that the two shareholder of the CWM group are Mr. Cloth and a Mr. Tennyson and that the directors and officers of the group were Mr. Cloth and Mr. McConnell.

- [8] Counsel for the Trustee followed up on February 6 and 19, 2024, requesting access to the Books and Records. Access was not forthcoming, nor was any plan or proposed protocol for granting access.
- [9] On February 23, 2024, the Trustee brought a motion, *ex parte*, for an order granting it access to the Books and Records. Justice Wilton-Siegal declined to grant any relief, other than an interim preservation order.
- [10] At the return of the motion on notice before me, Mr. Cloth filed no evidence or submissions, other than a brief “aide memoire” from his counsel. His counsel was in attendance and made submissions. Counsel for Lending filed evidence and a factum, and made submissions. Various creditors of Finance also filed material, were in attendance, and made brief submissions.
- [11] It became clear that the CWM group is involved in other insolvency proceedings in British Columbia, where it is in conflict with various creditors, and that there is other litigation extant, including against Mr. Cloth, initiated by CWM group creditors (including creditors of Finance). This provides context for the highly acrimonious and disputed nature of the relief sought on the motion.

The legal framework

- [12] The Trustee has a duty to the Finance’s creditors to obtain the greatest possible value for the bankrupt estate. Section 16(3) of the BIA provides that the Trustee must take possession of the bankrupt’s deeds, books, records, documents and all property. No person is entitled to withhold possession of the books of account belonging to the bankrupt or any papers or documents, including material in electronic form relating to the accounts or to any trade dealings of the bankrupt. The Trustee must take possession of the deeds, books, documents and assets as soon as possible after the bankruptcy.
- [13] Further, s. 158 of the BIA imposes a duty on a bankrupt to make discovery of and deliver to the Trustee all books, records, documents, writings and papers that in any way relate to the bankrupt’s property or affairs. The BIA requires a bankrupt and, where the bankrupt is a corporation, its officers or directors, to generally do all such acts and things in relation to Finance’s property and the distribution of that property among Finance’s creditors as may be reasonably required by the Trustee.
- [14] Section 167 of the BIA also requires any person who has or is believed or suspected to have any book, document or paper of any kind relating in whole or in part to the bankrupt or its dealings or property, to produce those documents. While s. 164 does not entitle the Trustee to seize the documents or property of a third party, the court has held that s. 167 includes a right of the Trustee to inspect such documents even where they are another person’s property, as long as they relate in whole or in part to the bankrupt, its dealings or its property. This inspection right does not abrogate the law of solicitor client privilege, however.
- [15] Mr. Ullman and others have suggested that the Trustee does not really need all the Books and Records and that there is no urgency because recovery on Finance’s accounts receivable is tied to royalty payments on movies and will take a long time. I utterly reject all such arguments. It is not for the bankrupt, its shareholders officers or directors, or anyone else for that matter, to tell the Trustee what it does and does not need, or when. There is no doubt that the Trustee is entitled to immediate access to the Books and Records. This is not in serious dispute.
- [16] Mr. Ullman also suggested that the process of separating the Books and Records from the rest of the CWM group’s records will be costly and is unnecessary. He says the request is “premature” and that the most important documents have already been provided. There was, among other things, a complete lack of any evidence to support these propositions.

- [17] By the end of submissions, it had become obvious that the necessary path forward is to extract the Books and Records from the intermingled records of the other CWM entities so that the Trustee will have unimpeded access to them. I will now turn to the two principal issues raised by this conclusion.

Who should separate out the Books and Records and how?

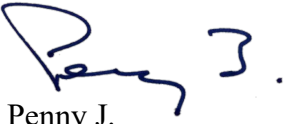
- [18] There is a serious dispute between the Trustee and Lending about by whom, and how, the CWM records should be reviewed and analyzed to separate out the Books and Records. The Trustee takes the position that, in view of the common ownership and common officers and directors, there can be no suggestion of adversity of interest between Finance and the other CWM entities, specifically Lending. As a result, the Trustee proposes to utilize its related forensic investigation enterprise, RSM Consulting's Digital Forensics and Incident Response Team.
- [19] I cannot agree. Once the Trustee was appointed, the fate of Finance was in the hands of the Trustee and the inspectors/creditors of Finance. Their interests are potentially adverse to the interests of the remaining members of the CWM group. Indeed, it seems almost certain to be so.
- [20] In my view, the required forensic investigation and unmingling of records must be conducted by an independent expert appointed by the court. To this end, the parties shall endeavor to agree on the appropriate choice of investigator. If they are unable to do so, they will each choose a preferred individual and provide me with: a) the CV of the proposed expert; a consent to act; confirmation they have no conflicts; and, confirmation that they understand the role of a court-appointed expert regarding independence and objectivity, similar in nature (with necessary modifications) to the declaration required of expert witnesses under the Rules of Civil Procedure. This may be accompanied by a brief submission, not to exceed one typed, double-spaced page, addressing why their proposed candidate is to be preferred over the other proposed candidate.
- [21] The protocols for the work of the investigator must include provisions to ensure preservation of CWM claims of solicitor client privilege. It shall also contain provisions which reflect the issues addressed in para. 6 of the Trustee's proposed draft order, starting at page E11 of the CaseLines in the March 6, 2024 bundle.
- [22] Any other issues which cannot be resolved between the parties may be spoken to at a case conference convened for that purpose.

Who should pay the cost of the unmingling exercise?

- [23] The Trustee maintains that because the CWM group saw fit to conduct its record keeping on an intermingled basis, it should pay the cost of unmingling Finance's Books and Records. Lending maintains that it was entitled to conduct its affairs as it saw fit and that it is Finance's estate which should pay the cost of satisfying the Trustee's need for the Books and Records.
- [24] I order that the cost of the court-appointed independent investigator shall, in the short run, be born equally (that is, on a 50/50 basis) by the Finance estate on the one hand and the remainder of the CWM group on the other. This shall be without prejudice to the right of either party to revisit this issue once the job is done. At this point, next to nothing is known about the extent, of, reasons for, and consequences of the intermingling of the CWM financial records. With the benefit of the work and findings of the independent investigator, there will be a more robust record to assess the need for all of this, its causes and consequences.

Costs of the motion

[25] Both the Trustee and Lending seek their costs of this motion. In light of my disposition, neither side was entirely successful. I make no order as to costs.

A handwritten signature in blue ink, appearing to read "Penny J.", followed by a period.

Penny J.

APPENDIX "L"

April 22, 2026

VIA EMAIL dullmann@blaney.com

David T. Ullmann
Blaney McMurtry LLP
2 Queen Street East, Suite 1500
Toronto, ON M5C 3G5

Dear Mr. Ullmann:

Wojtek Jaskiewicz
Partner
t. 416-947-5094
wjaskiewicz@weirfoulds.com

File 25084.00002

Re: TDB Restructuring Inc. re Receivership of 1680 Brimley Limited Partnership et al.

We acknowledge receipt of your letters of April 16, 2026, and April 20, 2026, and confirm that you and your firm represent the debtor companies and Mr. Hans Jain, having taken carriage of the matter from Mr. Brett Moldaver.

We disagree with most aspects of your letter. We do not intend to engage in protracted disagreements over correspondence and respond in a general manner. We disagree that the absence of a sales process order introduces “unnecessary uncertainty” or an “adversarial process”. The Receiver has, at all times, acted in accordance with its mandate and appropriately. While it has not consulted with the debtor (as you have acknowledged is not mandatory), your client has been aware of the status at various stages throughout the Receivership.

If your clients are aware of parties interested in making a bid for the property, your clients are encouraged to connect them with the real estate agent, CBRE: <https://www.realtor.ca/real-estate/29394718/1680-brimley-road-toronto-bendale>. Despite the deadline having passed, until such time as a binding agreement of purchase and sale has been executed, the broker will consider all offers to purchase the property and discuss same with the Receiver.

Your allegation that the Receiver did not take steps to address the CMHC financing is simply wrong. Your client was aware of the efforts made by the Receiver and its correspondence with CMHC on this issue. The Receiver will report to the Court in due course and any concerns can be addressed at that time.

Of greater concern is that to date, the Receiver has not been provided with the debtors' books and records, despite requests and attempts by the Receiver (copies of past correspondence is attached). As you acknowledge in your letter, your clients have a positive obligation to provide the Receiver with the books and records of the debtor companies. As you may know, at the last

attempt by the Receiver to obtain copies, Mr. Jain advised that the servers were not operating and that they were expected to be repaired and operational by April 10. No update was provided by your clients on or after April 10 regarding the servers.

Mr. Jain now raises the allegation that multiple related business entities occupy the same premises and share record storage and possibly computer files or directories and that there is likely some material comingling of records. Despite the lengthy history of the Receiver requesting books and records from Mr. Jain, this is the first time this new allegation has been raised.

In the Creative Wealth case, which is attached to your letter of April 20, 2026, the Bankrupt identified the specific entities which comingled their documents with the Bankrupt's documents and the related entities opposed the production of the documents to the Trustee. Please advise by no later than end of day on Friday, April 24, 2024, which entities have their documents comingled with the documents of the debtors and oppose production of documents.

Failing your advice regarding the legal entities that have comingled their documents with the documents of the debtors, on behalf of the Receiver, we request that your clients arrange for a time next week to allow the Receiver to image the hard drives of your clients' servers. To this end, please provide the following information by the end of the day April 24, 2026:

1. The address and location of all servers and/or electronic storage devices containing the Debtors' books and records; and
2. The date and time for the Receiver, together with its third-party information technology specialist, to attend and image the servers. For clarity, such imaging can proceed whether or not the servers are currently operational.

We trust that you will assist in facilitating an efficient and timely process for allowing the Receiver the requested access.

Yours truly,

WeirFoulds LLP



Wojtek Jaskiewicz
Partner
WJ/aj

APPENDIX "M"

**In the Matter of the Receivership of 1680 Brimley Limited Partnership,
2808908 Ontario Inc. and Brimley Progress Developments Inc.
Summary of Transfers to Hansalex Corp.
Last Updated June 27, 2026**

Account Number	Date	Info/Memo	Amount
XXX6474 0241	2023-10-03	WU470 TO 1246 5011530	269,666.67
XXX6474 0241	2023-10-04	HI573 TO 1246 5011530	2,065,000.00
XXX6474 0241	2023-10-10	WR522 TO 1246 5011530	150,000.00
XXX6474 0241	2023-10-11	HI393 TO 1246 5011530	100,000.00
XXX6474 0241	2023-12-19	WI304 TO 1246 5011530	400,000.00
XXX6474 0241	2023-12-22	JU334 TO 1246 5011530	30,000.00
XXX6474 0241	2023-12-22	JI154 TO 1246 5011530	75,000.00
XXX6474 0241	2023-12-22	JH424 TO 1246 5011530	55,000.00
XXX6474 0241	2023-12-27	HO313 TO 1246 5011530	50,000.00
XXX6474 0241	2023-12-27	HI133 TO 1246 5011530	60,000.00
XXX6474 0241	2024-01-18	IH071 TO 1246 5011530	160,000.00
XXX6474 0241	2024-01-23	WH120 TO 1246 5011530	35,000.00
XXX6474 0241	2024-02-01	IW404 TO 1246 5011530	125,000.00
XXX6474 0241	2024-02-20	WH332 246 5011530	151,000.00
XXX6474 0241	2024-02-22	IU441 TO 1246 5011530	200,000.00
XXX6474 0241	2024-02-22	IR451 TO 1246 5011530	15,344.85
XXX6474 0241	2024-02-23	JQ473 TO 1246 5011530	481,000.00
XXX6474 0241	2024-02-27	WU302 TO 1246 5011530	420,000.00
XXX6474 0241	2024-02-29	JT443 TO 1246 5011530	450,000.00
XXX6474 0241	2024-03-05	WR401 TO 1246 5011530	467,000.00
XXX6474 0241	2024-03-12	WI401 TO 1246 5011530	260,000.00
XXX6474 0241	2024-03-22	JT323 TO 1246 5011530	251,500.00
XXX6474 0241	2024-03-26	WT270 TO 1246 5011530	200,000.00
XXX6474 0241	2024-03-28	RX095 TO 1246 5011530	338,000.00
XXX6474 0241	2024-05-07	WQ332 TO 1246 5011530	40,000.00
XXX6474 0241	2024-06-03	RT592 TO 1246 5011530	50,000.00
XXX6474 0241	2024-06-04	WW305 T 1246 5011530	180,000.00
XXX6474 0241	2024-07-24	HQ434 TO 14246 5011530	25,000.00
XXX6474 0241	2024-07-26	JU104 TO 1246 5011530	45,000.00
XXX6474 0241	2024-07-30	WI371 TO 1246 5011530	115,000.00
XXX6474 0241	2024-10-25	JQ494 To1246 5011530	60,000.00
XXX6474 0241	2024-10-25	JQ402 To1246 5011530	50,000.00
XXX6474 0241	2024-11-01	JH102 Fr1246 5011530	50,000.00
XXX4219 0241	2025-05-12	RQ553 To1246 5011530	1,900,000.00
XXX4219 0241	2025-09-04	IZ000 To1246 5011530	179,049.00
XXX4219 0241	2025-09-04	IZ000 To1246 5011530	303,024.45
XXX4219 0241	2025-09-04	Iz052 To1246 5011530	500,000.00
XXX4219 0241	2025-09-04	Iz052 To1246 5011530	500,000.00

XXX4219 0241	2025-09-04	Iz052 To1246 5011530	500,000.00
XXX4219 0241	2025-09-04	Iz052 To1246 5011530	500,000.00
XXX4219 0241	2025-09-04	Iz051 To1246 5011530	500,000.00
XXX4219 0241	2025-09-04	Iz051 To1246 5011530	500,000.00
XXX4219 0241	2025-09-04	IY501 To1246 5011530	500,000.00
XXX4219 0241	2025-09-04	IY501 To1246 5011530	500,000.00
XXX4219 0241	2025-09-04	IY501 To1246 5011530	500,000.00
XXX4219 0241	2025-09-04	IY501 To1246 5011530	500,000.00
XXX4219 0241	2025-09-04	IY501 To1246 5011530	500,000.00
XXX4219 0241	2025-09-04	IY465 To1246 5011530	90,000.00
XXX4219 0241	2025-09-04	IY465 To1246 5011530	270,000.00
XXX4219 0241	2025-09-04	IY372 To1246 5011530	500,000.00
XXX4219 0241	2025-09-05	JX321 To1246 5011530	275,964.52
XXX4219 0241	2025-09-05	JX201 To1246 5011530	500,000.00
XXX4219 0241	2025-09-05	JX201 To1246 5011530	500,000.00
XXX4219 0241	2025-09-05	JX201 To1246 5011530	500,000.00
XXX4219 0241	2025-09-05	JX254 To1246 5011530	500,000.00
XXX4219 0241	2025-09-05	JX231 To1246 5011530	500,000.00
XXX4219 0241	2025-09-05	JX231 To1246 5011530	500,000.00
XXX4219 0241	2025-09-05	JX205 To1246 5011530	500,000.00
XXX4219 0241	2025-09-05	JX205 To1246 5011530	500,000.00
XXX4219 0241	2025-09-05	JX205 To1246 5011530	500,000.00
XXX4219 0241	2025-09-05	JX205 To1246 5011530	500,000.00
XXX4219 0241	2025-09-05	JX205 To1246 5011530	500,000.00
XXX4219 0241	2025-09-05	JX205 To1246 5011530	500,000.00
XXX4219 0241	2025-09-05	JX205 To1246 5011530	500,000.00
XXX4219 0241	2025-09-05	JX205 To1246 5011530	500,000.00
XXX4219 0241	2025-09-05	JX205 To1246 5011530	500,000.00
XXX4219 0241	2025-09-05	JX205 To1246 5011530	500,000.00
XXX4219 0241	2025-09-05	JX205 To1246 5011530	500,000.00
XXX4219 0241	2025-09-05	JX205 To1246 5011530	500,000.00
Total			24,941,549.49

APPENDIX "N"



Ministry of Public and
Business Service Delivery

Profile Report

HANSALEX CORP. as of May 08, 2026

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	HANSALEX CORP.
Ontario Corporation Number (OCN)	1499246
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	October 25, 2001
Registered or Head Office Address	5000 Yonge Street, 1706, Toronto, Ontario, M2N 7E9, Canada

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Minimum Number of Directors 1
Maximum Number of Directors 10

Active Director(s)

Name HANS JAIN
Address for Service 5000 Yonge Street, 1706, Toronto, Ontario, M2N 7E9,
Canada
Resident Canadian Yes
Date Began October 25, 2001

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Active Officer(s)

Name	HANS JAIN
Position	President
Address for Service	5000 Yonge Street, 1706, Toronto, Ontario, M2N 7E9, Canada
Date Began	October 25, 2001

Name	HANS JAIN
Position	Secretary
Address for Service	5000 Yonge Street, 1706, Toronto, Ontario, M2N 7E9, Canada
Date Began	October 25, 2001

Name	HANS JAIN
Position	Treasurer
Address for Service	5000 Yonge Street, 1706, Toronto, Ontario, M2N 7E9, Canada
Date Began	October 25, 2001

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Corporate Name History

Name

HANSALEX CORP.

Effective Date

October 25, 2001

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V. Quintanilla W.

Director/Registrar

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Active Business Names

This corporation does not have any active business names registered under the Business Names Act in Ontario.

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V. Quintanilla W.

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Expired or Cancelled Business Names

This corporation does not have any expired or cancelled business names registered under the Business Names Act in Ontario.

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V. Quintanilla W.

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Document List

Filing Name	Effective Date
CIA - Notice of Change PAF: HANS JAIN	October 06, 2022
Annual Return - 2013 PAF: HANS JAIN - DIRECTOR	November 01, 2014
Annual Return - 2010 PAF: HANS JAIN - DIRECTOR	February 16, 2013
Annual Return - 2011 PAF: HANS JAIN - DIRECTOR	February 16, 2013
Annual Return - 2012 PAF: HANS JAIN - DIRECTOR	February 16, 2013
CIA - Notice of Change PAF: HANS JAIN - OFFICER	July 14, 2011
Annual Return - 2009 PAF: HANS JAIN - DIRECTOR	January 29, 2011
Annual Return - 2006 PAF: HANS JAIN - DIRECTOR	April 14, 2007
Annual Return - 2005 PAF: HANS JAIN - DIRECTOR	April 22, 2006
Annual Return - 2004 PAF: HANS JAIN - DIRECTOR	August 13, 2005
Annual Return - 2003 PAF: HANS JAIN - DIRECTOR	May 29, 2004
Annual Return - 2002 PAF: HANS JAIN - DIRECTOR	June 07, 2003
CIA - Notice of Change PAF: HANS JAIN - DIRECTOR	December 12, 2001

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

CIA - Initial Return
PAF: HANS JAIN - DIRECTOR

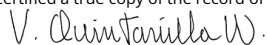
December 06, 2001

BCA - Articles of Incorporation

October 25, 2001

All "PAF" (person authorizing filing) information is displayed exactly as recorded in the Ontario Business Registry. Where PAF is not shown against a document, the information has not been recorded in the Ontario Business Registry.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.



Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

APPENDIX "O"

TDB Restructuring Limited
Licensed Insolvency Trustee

65 Queen St. West, Suite 605
Toronto, ON M5H 2M5
info@tdbadvisory.ca
416-575-4440
416-915-6228
tdbadvisory.ca

June 5, 2026

Via Email (hans.jain@atria.ca)

Mr. Hans Jain
1680 Brimley Limited Partnership,
2808908 Ontario Inc. and
Brimley Progress Developments Inc.
500 Yonge Street, Suite 1706
North York, ON M2N 7E9

Attention: Mr. Hans Jain

Dear Mr. Jain:

Re: TDB Restructuring Limited – Receivership of 1680 Brimley Limited

Pursuant to an order of the Ontario Superior Court of Justice dated September 10, 2025 (the “**Appointment Order**”), TDB Restructuring Limited was appointed receiver and manager (in such capacity, the “**Receiver**”) over the properties, undertakings and property (“**Property**”) of 1680 Brimley Limited Partnership, 2808908 Ontario Inc. and Brimley Progress Developments Inc. (the “**Debtors**”). A copy of the Appointment Order is enclosed. In reviewing the banking records of the Debtors, the Receiver has identified transfers from 2808908 Ontario Inc. to Hansalex Corp. that total over \$24 million between October 2023 and September 2025 (the “**Transfers**”).

The Receiver has been unable to obtain the complete books and records of the Debtors. As a result, the nature of the Transfers is not clear to the Receiver. Pursuant to the Appointment Order, any person with notice of the Appointment Order is required to advise the Receiver of the existence of any Property of the Debtors in such person’s possession or control and grant immediate and continued access to such Property. Additionally, all persons with notice of the Appointment Order are required to advise the Receiver of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records, information and cloud-based data of any kind related to the business or affairs of the Debtors or the Property, including any data storage media containing such information (collectively, the “**Records**”).

As such, please provide the Receiver with copies of any agreements, memos, correspondence or other documents as between Hansalex Corp. and any of the Debtor companies, particularly Records that support the basis of the Transfers. The Receiver requests that you provide a response to this correspondence by June 12, 2026 to: (i) confirm receipt; (ii) provide a response as to what Records are in Hansalex Corp.'s control or possession; and (iii) arrange for copies of the Records to be provided to the Receiver.

Yours truly,

TDB RESTRUCTURING LIMITED, solely in its capacity
as Court appointed Receiver of the Debtors, and not in its
personal or corporate capacity



Per: Arif Dhanani, CPA, CA, CIRP, LIT
Managing Director

Encl.

Cc: Bryan Tannenbaum (btannenbaum@tdbadvisory.ca)
Nisan Thurairatnam (nthurairatnam@tdbadvisory.ca)

APPENDIX "P"

CAFO**Continuous Premium Installment Contract**

170 University Avenue, Suite 601, Toronto, ON M5H 3B3

TEL. NOS. 416-868-6777 800-387-1558



PERSONAL

COMMERCIAL

Page 1 of 3

Agent or Broker (Name and Address) 10056702
 Marsh Canada Limited
 120 Bremner Boulevard, Suite 800
 Toronto, ON M5J 0A8
 416-349-4700

Insured (Name and Address as shown on the policy)
 1680 Brimley Limited Partnership through its
 General Partner 2808908 Ontario Inc;
 1706 - 5000 Yonge Street
 Toronto, ON M2N 7E9

Continued on attachment.

A) Total Premiums		B) Down Payment		C) Amount Financed		D) Finance Charge		E) Total Payments	
\$1,377,538.95		\$275,508.00		\$1,102,030.95		\$87,078.72		\$1,189,109.67	
Service Charge Flat Rate		Annual Percentage Rate		No. of Payments		Amount of Payments		First Installment Due	
6.321 %		8.750 %		21 (Monthly)		\$56,624.27		09/15/2024	
Finance Charge ÷ Total Premiums								15th	

Finance Charge ÷ Total Premiums

SCHEDULE OF POLICIES

Policy and/or Binder Numbers	Effective Date of Policy/Inst.	Name of Insurance Company and Name and Address of General or Policy Issuing Agent or Intermediary	Type of Coverage	Months Covered	Premium \$
BOWCI245190 1	08/27/2024	Lloyds of London Marsh Canada Limited 120 Bremner Boulevard, Suite 800 Toronto, ON M5J 0A8 CANADA Policy Detail Continued...	WRAP	36	394,545.00

INSURED HAS READ, UNDERSTANDS AND AGREES TO ALL TERMS SET FORTH ON ALL PAGES OF THIS AGREEMENT AND ANY ADDENDA THERETO

Hitesh Gaiwani HITESH GAIWANI EXEC. VP Sept 30, 24
 SIGNATURE OF INSURED(S) AUTHORIZED REPRESENTATIVE PRINT NAME TITLE DATE

The Insured agrees and acknowledges that the Continuous Premium Installment Contract terms as set out in paragraph (23) are to apply to this contract. Yes ☒

(1) **DEFINITIONS:** The above named Insured is the borrower. CAFO INC. ("CAFO") is the lender. "Insurance company" or "company", "insurance policy" or "policies" and "premium" refer to those items listed under the "Schedule of Policies". Singular words mean plural and vice-versa as may be required in order to give the Agreement meaning. "Agreement" means this Premium Installment Contract.

AGENT OR BROKER REPRESENTATIONS

Agent Broker Representations: The undersigned warrants and agrees: (A) The policies are in full force and effect and the information in the Schedule of Policies has been verified and is correct. (B) The insured has authorized this transaction including the Continuous Premium Installment Contract option where applicable and has received a copy of this agreement. (C) To hold in trust for CAFO any payments made or credited to the insured through or to the undersigned, directly or indirectly, actually or constructively, by any party and to pay the monies as well as any unearned commissions to CAFO promptly. (D) To the knowledge of the undersigned there are not and will not be any other liens specifically given against the policies and the premiums are not and will not be financed by any other lender. (E) Unless specifically disclosed to CAFO, no policy is subject to retrospective rating or minimum earned premium. Any deposit or provisional premiums are not less than anticipated premiums to be earned for the full term of the policies. (F) Unless specifically disclosed to CAFO, the Insured can cancel each of the policies and the unearned premiums will be computed on the standard short-rate or pro-rata table. (G) All insurance premiums shall be paid to the insurer(s). (H) CAFO will rely upon these representations in determining whether to accept this Agreement.

IF THERE ARE ANY EXCEPTIONS TO THE ABOVE STATEMENTS, PLEASE LIST BELOW:

THE UNDERSIGNED FURTHER WARRANTS THAT IT HAS COLLECTED THE DOWN PAYMENT, IF APPLICABLE, AND ANY OTHER SUMS DUE AS REQUIRED BY THE AGREEMENT AND IS HOLDING SAME OR THEY ARE REMITTED WITH THIS AGREEMENT

Lorie Young Broker VP October 1, 2024
 SIGNATURE OF AGENT OR BROKER AGENT OR BROKER TITLE DATE

AUTHORITY FOR PAYMENT BY PRE - AUTHORIZED DEBITS ("PAD")

FROM: Insured

TO: CAFO INC. ("CAFO")

If notified by the Insured or Agent or Broker, you are hereby requested and authorized to debit our account identified on the attached voided cheque with all amounts specified in debit slips or other media purporting to represent installment payments due under our Premium Installment Contract ("Agreement"). Insured also represents that this Agreement is for Commercial purposes only. This authorization shall also extend to any revised payment amounts or other amounts due CAFO under terms of the Agreement as amended or revised from time to time. The parties have mutually agreed that your right to receive required prenotification in connection with amounts called for under the PAD is waived and agreed that you will not require any advance notice of the amount called for under the PAD or any change or changes to that amount before the debt is processed. Further, Insured has certain recourse rights if any debit does not comply with this Agreement. For example, Insured has the right to receive reimbursement for any debit that is not authorized or is not consistent with the PAD Agreement. To obtain more information on Insured's recourse rights, Insured may contact their financial institution or visit www.payments.ca. This authorization may be revoked on 30 days written notice to CAFO by the Insured.

A SPECIMEN CHEQUE MARKED "VOID" MUST BE ENCLOSED


Continuous Premium Installment Contract

170 University Avenue, Suite 601, Toronto, ON M5H 3B3

TEL. NOS. 416-868-6777 800-387-1558



PERSONAL

COMMERCIAL

Page 2 of 3

SCHEDULE OF POLICIES

Policy and/or Binder Numbers	Effective Date of Policy/Inst.	Name of Insurance Company and Name and Address of General or Policy Issuing Agent or Intermediary	Type of Coverage	Months Covered	Premium \$
UBITOIA350 X124	08/27/2024	Liberty Mutual Insurance Company - CAB	POLL	36	62,770.00
CCTOAC3SND 024	08/27/2024	Definity Insurance Company	COC	39	159,693.75
CCTOAC3SND 024	08/27/2024	HDI Global SE - CAB	COC	39	212,925.00
CCTOAC3SND 024	08/27/2024	Intact Insurance Company	COC	39	266,156.25
CCTOAC3SND 024	08/27/2024	XL Specialty Insurance Company And Catlin Canada	COC	39	159,693.75
		Tax	TAX	Ref	121,755.20

- (2) **PROMISE OF PAYMENT:** The Insured (a) requests that CAFO pay the premiums in the Schedule of Policies, less the Down Payment and any installments paid prior to acceptance of this Agreement and (b) promises to pay CAFO, at such address as CAFO designates, the amount stated in Block E above according to the payment schedule, subject to the remaining terms of this Agreement where applicable adjusted from time to time by reason of renewals or changes to the policies. No additional Authority, acts, approvals or licenses are or will be necessary as a prerequisite to the enforceability of this Agreement. CAFO may, at its option, pay loan proceeds to any agent, broker, general agent, managing general agent or insurer set forth herein. Payments to CAFO are deemed made only upon receipt in good funds. Cheques are accepted, subject to collection.
- (3) **SECURITY INTEREST AND POWER OF ATTORNEY:** The Insured assigns and hereby gives a security interest to CAFO as collateral for the total amount payable in this agreement and any other past, present or future extension of credit in: (a) any and all unearned Premiums or dividends which may become payable for any reason under all insurance policies financed by CAFO, (b) loss payments which reduce the unearned premiums, subject to any mortgagee or loss payee interests and (c) any interest in any applicable guarantee fund relating to any financed policy. If any circumstances exist in which all premiums related to any policy could become fully earned in the event of any loss, CAFO shall be named a loss-payee with respect to such policy. CAFO at its option may enforce payment of this debt without recourse to the security given to CAFO. The Insured irrevocably appoints CAFO as its attorney in fact with full authority to (i) cancel all insurance policies financed by CAFO for the reason set forth in paragraph 12; whether pursuant to this or any other agreement, (ii) receive all sums hereby assigned to CAFO and (iii) execute and deliver on the Insured's behalf all documents, instruments of payment, forms and notices of any kind relating to the insurance policies in furtherance of this agreement.
- (4) **WARRANTY OF ACCURACY:** The Insured (a) warrants that all listed insurance policies are in full force and effect and that it has not and will not assign any specific interest in the unearned premiums for the policies and (b) authorizes CAFO to insert or correct on this agreement, if omitted or incorrect, the insurer's name, the policy numbers, and the due date of the first installments and to correct any obvious errors. In the event of any such change, correction or insertion, CAFO will give the Insured written notice thereof.
- (5) **REPRESENTATION OF SOLVENCY:** The Insured represents that it is not insolvent or the subject of any insolvency proceeding.
- (6) **ADDITIONAL AMOUNTS:** The money paid by CAFO is designated to be applied only for the premium as determined at the time the insurance policy is issued. The Insured shall pay to the insurer any additional premiums or any other sums that become due for any reason. The Insured or its agent may request that CAFO finance any additional premiums and, if CAFO agrees to do so, as documented by a notice of acceptance, this agreement shall be deemed amended accordingly. If CAFO assigns the same account number to any additional extension or extensions of credit, (a) this Agreement and any agreement or agreements identified by such account number shall be deemed to comprise a single and indivisible loan transaction, (b) any default with respect to any component of such transaction shall be deemed a default with respect to all components of such transaction and (c) any unearned premiums relating to any component of such transaction may be collected and applied by CAFO to the totality of such transaction.
- (7) **SPECIAL INSURANCE POLICIES:** If an insurance policy is auditable or is a reporting form policy or is subject to retrospective rating, then the Insured promises to pay to the insurance company the earned premium computed in accordance with the policy provisions which is in excess of the amount of premium advanced by CAFO.
- (8) **NAMED INSURED:** If an insurance policy provides that the first named Insured in the policy shall be responsible for payment of premiums and shall act on behalf of all other Insureds regarding the policy, then the same shall apply to this Agreement. The Insured represents that it is authorized to sign this agreement on behalf of all Insureds. If not, then all Insureds' names must be shown on this Agreement, unless a separate agreement appoints an Insured to act for the others.
- (9) **FINANCE CHARGE:** The finance charge shown in Block D begins to accrue as of the earliest policy effective date, unless otherwise indicated in the Schedule of Policies, and shall continue to accrue until the balance due CAFO is paid in full or until such other date as required by law, notwithstanding any cancellation of coverage.
- (10) **AGREEMENT BECOMES A CONTRACT:** This Agreement becomes a binding contract when CAFO mails or transmits to the Insured its acceptance and is not a contract until such time. The Insured agrees that (a) this Agreement and other notices may be transmitted by facsimile, E-mail or other electronic means; (b) any such transmitted Agreement shall be deemed a fully enforceable duplicate original document and (c) such Agreement, when accepted by CAFO, shall constitute a valid and enforceable contract.
- (11) **DEFAULT AND DISHONOURED CHEQUE:** If the Insured is late in making a loan payment to CAFO by more than 10 days, the Insured agrees to pay a collection expense fee equal to 5% of the outstanding amount or \$5.00, whichever is greater. If a cheque is dishonoured, the Insured will pay the returned cheque charge not to exceed \$35.00 or the maximum amount permitted by law, whichever is the less. Insured may obtain a sample cancellation form, or further info regarding their right to cancel PAD payments, at their financial institution, or by visiting www.payments.ca.
- (12) **CANCELLATION:** CAFO may cancel any or all insurance policies financed by CAFO and the full balance due to CAFO shall be immediately payable if the Insured does not pay any installment according to the terms of this or any other agreement with CAFO. Payment of unearned premiums shall not be deemed to be payment of installments to CAFO, in full or in part.
- (13) **ACCELERATION:** In the event of default by the Insured, the entire amount set out in Box E together with all default charges shall immediately become due and payable and bear interest at the annual percentage rate. The total of interest, charges and expenses shall not exceed the maximum permitted by law.
- (14) **MONEY RECEIVED AFTER NOTICE OF CANCELLATION:** Any payments made to CAFO after mailing of CAFO's Notice of Cancellation may be credited to the Insured's account without affecting the acceleration of this agreement and without any liability or obligation to request reinstatement of a cancelled policy. Any money CAFO receives from an insurance company shall be credited to the amount due CAFO with any surplus paid over to whomsoever is entitled to the money. No refund of less than \$5.00 shall be made. In the event that CAFO requests, on the Insured's behalf, reinstatement of the policy, such request does not guarantee that coverage will be reinstated.
- (15) **LEGAL FEES-COLLECTION EXPENSE:** If, for collection, this agreement is referred to a lawyer and/or other party who is not a salaried employee of CAFO, the Insured agrees to pay any reasonable fees and costs as well as other reasonable collection expenses, as permitted by law or granted by the court.
- (16) **REFUND CREDITS:** The Insured will receive a refund of a portion of the finance charge if the account is voluntarily prepaid in full before the last installment due date as required or permitted by law.
- (17) **INSURANCE AGENT OR BROKER:** The insurance agent or broker named in this agreement is the Insured's agent, not CAFO's and CAFO is not legally bound by anything the agent or broker represents to the Insured orally or in writing. CAFO has not participated in the choice, placement, acquisition or underwriting of any financed policy. Any disclosures made by the agent are made in its capacity as the Insured's agent and CAFO makes no representations with respect to the accuracy of any such disclosures. Any refunds or payments for the Insured may be made to the Insured's agent or broker.
- (18) **SUCCESSORS AND ASSIGNS:** All legal rights given to CAFO shall benefit CAFO's successors and assigns. The Insured will not assign this Agreement and/or the policies without CAFO's written consent except for the interest of mortgagees and loss payees.
- (19) **LIMITATION OF LIABILITY - CLAIMS AGAINST CAFO:** The Insured hereby irrevocably waives and releases CAFO from any claims, lawsuits and causes of action which may be related to any prior loans and/or to any act or failure to act prior to the time that this Agreement becomes a binding contract, pursuant to paragraph 10. CAFO's liability for breach of any of the terms of this agreement or the wrongful exercise of any of its powers shall be limited to the amount of the principal balance outstanding, except in the event of gross negligence or willful misconduct.
- (20) **DISCLOSURE:** The insurance company or companies and their agents, any intermediaries and the insurance agent or broker named in this Agreement and their successors are authorized and directed to provide CAFO with full, prompt and complete information regarding any financed insurance policy or policies, including, without limitation, the status and calculation of unearned premiums. CAFO is authorized to disclose information in connection with any aspect of this Agreement, including personal information, to its corporate parent or affiliates, and for audit and/or examination purposes, to any of its or their government regulators.
- (21) **ENTIRE DOCUMENT:** This document is the entire agreement between CAFO and the Insured and can only be changed in writing signed by both parties, except as stated in paragraphs (4) and (24). The document may be executed in one or more counterparts all of which together shall constitute one and the same agreement.
- (22) **AUTHORITY - INSURED:** The Insured hereby certifies that it is empowered to enter into this Agreement without any restrictions and that the individual signing it has been fully empowered to do so.
- (23) **CONTINUOUS PREMIUM INSTALLMENT CONTRACT TERMS:** Where the Insured has elected the Continuous Premium Installment Contract options, the following additional provisions shall apply: (a) this Agreement is to provide continuous financing for insurance premiums and as such is an ongoing contract which may be, at the sole option of CAFO, renewed or extended at the request of Insured or Insured's agent (b) upon authorization by the insured or the insured's agent this contract may be renewed annually for the policy term and premium amounts specified for the policies in Notice of Acceptance communicated by CAFO to the insured or insured's agent (c) each term and condition of the original contract shall remain in full force and effect during any renewal term notwithstanding any change of insurer, policy coverages, premium or payment schedule (d) a down payment as specified in this Agreement shall be provided to CAFO by the Insured and shall be maintained by the Insured from year to year in an amount equal in proportion to that in the original term and authorizes CAFO (i) to continue pre-authorized withdrawals until written notice of cancellation from the Insured is received by CAFO and (ii) to credit any excess to or collect any shortfall of down payment from the Insured (e) CAFO has the absolute right and discretion to decline any extension or renewal of this Agreement (f) financing by CAFO for any renewal term will be calculated at current rates and delinquency and returned cheque charges being charged by CAFO at the renewal date (g) continued pre-authorized cheque withdrawals or acceptance by CAFO of any payment after expiration of a policy term or after cancellation of a policy or after CAFO has mailed notice of cancellation of the policies following default or for any other reason or following termination of this Agreement by CAFO or the Insured will not constitute renewal or reinstatement of the policies or obligate CAFO to request reinstatement and the Insured's sole right shall be the refund of any excess amount.
- (24) **RIGHT TO MAKE CHANGES:** In addition to the rights set out in paragraph (4), CAFO shall also have the right to make any changes to this Agreement as may be required in response to a change in the applicable law or any government regulation.

APPENDIX "Q"



170 University Avenue, Suite 601, Toronto, ON M5H 3B3
Tel: 800-387-1558

DUPLICATE
151

REFER TO THIS
ACCOUNT NO.
IN ALL CORRESPONDENCE
91-30-224739-9

NOTICE OF FINANCED PREMIUM

INSURANCE COMPANY (NAME AND MAILING ADDRESS) Definity Insurance Company 77 City Centre Drive Suite 400 Mississauga, ON L5B 1M2 CA						INSURED (NAME AND ADDRESS) 1680 Brimley Limited Partnership through its General Partner 2808908 Ontario Inc; 1706 - 5000 Yonge Street Toronto, ON M2N 7E9 CA					
DATE OF NOTICE & ACCEPT. 10/04/2024		ANTICIPATED CHEQUE RELEASE DATE 10/16/2024		FINAL PAYMENT DUE MO. 05 YR. 26		DAY DUE 15		NO. & FREQ. OF INSTS. 21 (MTH)			
SCHEDULE OF POLICIES											
POLICY PREFIX AND NUMBER		EFFECTIVE DATE OF POLICY OR OF ANNUAL INSTALLMENT		FULL NAME OF INSURER		COVERAGE FIRE, AUTO MAR, J.M., CAS.		POLICY TERM IN MONTHS COVERED BY PREMIUM		PREMIUM	
CCTOAC3SND024		08/27/2024		Definity Insurance Company		COC		39		159,693.75	
IF NO OTHER AGENT IS SHOWN UNDER THE INSURANCE COMPANY NAME, THE SUBMITTING PRODUCER ----->>>>> IS SHOWN ON OUR RECORDS AS THE ISSUING AGENT OR THE BROKER OF RECORD. ----->>>>>				AGENT OR BROKER SUBMITTING AGREEMENT Marsh Canada Limited 120 Bremner Boulevard, Suite 800 Toronto, ON M5J 0A8 CA				Premium cheque will be sent to the following payee: Marsh Canada Limited PLEASE NOTIFY CAFO IF OTHERWISE --- AS PREMIUM WILL BE PAID ACCORDINGLY			
TO THE INSURER: CAFO Inc. has agreed to advance the premium on the policy described above subject to the conditions herein. The insured has assigned to CAFO Inc. any and all unearned premiums which may become payable under the policy and given CAFO Inc. Power of Attorney to cancel the policy upon default of any payment.						IN CONSIDERATION OF CAFO INC. ADVANCING THE PREMIUM THE INSURER AGREES THAT: A. If the insured fails to pay CAFO Inc. and if CAFO Inc. cancels the policy or if the insured cancels the policy it will pay CAFO Inc. with or without surrender of the policy, the gross short-rate unearned premium, such return premium to be based on the original financed premium stated in this notice and advanced by CAFO Inc. B. If the policy is for any reason cancelled by the insurer or authorized agent, it will pay CAFO Inc. the gross pro-rata unearned premium, with or without surrender of the policy. C. It will pay CAFO Inc. (i) all gross unearned premiums which may become payable resulting from endorsement and (ii) loss payments which reduce the unearned premium up to the amount of the unpaid balance due CAFO Inc. from the insured, subject to any mortgagee or loss payee interest; such returns to be based on the amount of premium advanced by CAFO Inc. and as mentioned above. D. It will not assign the policy, except for interests of mortgagees or loss payees, without CAFO Inc. 's prior written consent. E. The terms of this notice, and if extant, the written agreement of subscription between CAFO Inc. and the insurer are fully applicable to this transaction. PLEASE ADVISE CAFO INC. IF ANY AGENT OR GENERAL AGENT, OTHER THAN THOSE INDICATED ABOVE, SHOULD BE NOTIFIED.					
PLEASE ADVISE CAFO INC. ON OR BEFORE THE PAYMENT DATE SET FORTH ABOVE IF: 1. The policy is NOT in full force and effect or if the premium has been fully earned. 2. The policy as issued differs in any way from the above description. 3. The policy requires more than 10 days Notice of Cancellation by any party. 4. The policy is an audit or reporting form policy on which the DEPOSIT PREMIUM IN YOUR OPINION IS NOT EQUIVALENT TO THE ESTIMATED PREMIUM TO BE EARNED FOR THE FULL POLICY TERM. 5. You wish the premium paid other than as indicated above. 6. Any policy is written for a term of less than one year. 7. The policy contains a minimum retained premium. The amount is \$ _____. 8. The policy covers any leased vehicles.											
All details shown above were supplied by the submitting agent. The local branch office of the insurer, or general agent, if any, who has been designated by insurer to receive notices of finance transactions and who has received a copy of this notice, should NOTIFY CAFO INC. OF ANY DISCREPANCIES PRIOR TO PAYMENT. If CAFO Inc. receives no such advice, it will pay the premium as set forth above, in the absence of other contingencies.											



170 University Avenue, Suite 601, Toronto, ON M5H 3B3
Tel: 800-387-1558

DUPLICATE
152

REFER TO THIS
ACCOUNT NO.
IN ALL CORRESPONDENCE
91-30-224739-9

NOTICE OF FINANCED PREMIUM

INSURANCE COMPANY (NAME AND MAILING ADDRESS) HDI Global SE - CAB 181 University Avenue, Suite 1900 Toronto, ON M5H 3M7 CA						INSURED (NAME AND ADDRESS) 1680 Brimley Limited Partnership through its General Partner 2808908 Ontario Inc; 1706 - 5000 Yonge Street Toronto, ON M2N 7E9 CA					
DATE OF NOTICE & ACCEPT. 10/04/2024		ANTICIPATED CHEQUE RELEASE DATE 10/16/2024		FINAL PAYMENT DUE MO. 05 YR. 26		DAY DUE 15		NO. & FREQ. OF INSTS. 21 (MTH)			
SCHEDULE OF POLICIES											
POLICY PREFIX AND NUMBER		EFFECTIVE DATE OF POLICY OR OF ANNUAL INSTALLMENT		FULL NAME OF INSURER		COVERAGE FIRE, AUTO MAR, J.M., CAS.		POLICY TERM IN MONTHS COVERED BY PREMIUM		PREMIUM	
CCTOAC3SND024		08/27/2024		HDI Global SE - CAB		COC		39		212,925.00	
IF NO OTHER AGENT IS SHOWN UNDER THE INSURANCE COMPANY NAME, THE SUBMITTING PRODUCER ----->>>>> IS SHOWN ON OUR RECORDS AS THE ISSUING AGENT OR THE BROKER OF RECORD. ----->>>>>				AGENT OR BROKER SUBMITTING AGREEMENT Marsh Canada Limited 120 Bremner Boulevard, Suite 800 Toronto, ON M5J 0A8 CA				Premium cheque will be sent to the following payee: Marsh Canada Limited PLEASE NOTIFY CAFO IF OTHERWISE --- AS PREMIUM WILL BE PAID ACCORDINGLY			
TO THE INSURER: CAFO Inc. has agreed to advance the premium on the policy described above subject to the conditions herein. The insured has assigned to CAFO Inc. any and all unearned premiums which may become payable under the policy and given CAFO Inc. Power of Attorney to cancel the policy upon default of any payment. PLEASE ADVISE CAFO INC. ON OR BEFORE THE PAYMENT DATE SET FORTH ABOVE IF: 1. The policy is NOT in full force and effect or if the premium has been fully earned. 2. The policy as issued differs in any way from the above description. 3. The policy requires more than 10 days Notice of Cancellation by any party. 4. The policy is an audit or reporting form policy on which the DEPOSIT PREMIUM IN YOUR OPINION IS NOT EQUIVALENT TO THE ESTIMATED PREMIUM TO BE EARNED FOR THE FULL POLICY TERM. 5. You wish the premium paid other than as indicated above. 6. Any policy is written for a term of less than one year. 7. The policy contains a minimum retained premium. The amount is \$ _____. 8. The policy covers any leased vehicles. All details shown above were supplied by the submitting agent. The local branch office of the insurer, or general agent, if any, who has been designated by insurer to receive notices of finance transactions and who has received a copy of this notice, should NOTIFY CAFO INC. OF ANY DISCREPANCIES PRIOR TO PAYMENT. If CAFO Inc. receives no such advice, it will pay the premium as set forth above, in the absence of other contingencies.						IN CONSIDERATION OF CAFO INC. ADVANCING THE PREMIUM THE INSURER AGREES THAT: A. If the insured fails to pay CAFO Inc. and if CAFO Inc. cancels the policy or if the insured cancels the policy it will pay CAFO Inc. with or without surrender of the policy, the gross short-rate unearned premium, such return premium to be based on the original financed premium stated in this notice and advanced by CAFO Inc. B. If the policy is for any reason cancelled by the insurer or authorized agent, it will pay CAFO Inc. the gross pro-rata unearned premium, with or without surrender of the policy. C. It will pay CAFO Inc. (i) all gross unearned premiums which may become payable resulting from endorsement and (ii) loss payments which reduce the unearned premium up to the amount of the unpaid balance due CAFO Inc. from the insured, subject to any mortgagee or loss payee interest; such returns to be based on the amount of premium advanced by CAFO Inc. and as mentioned above. D. It will not assign the policy, except for interests of mortgagees or loss payees, without CAFO Inc. 's prior written consent. E. The terms of this notice, and if extant, the written agreement of subscription between CAFO Inc. and the insurer are fully applicable to this transaction. PLEASE ADVISE CAFO INC. IF ANY AGENT OR GENERAL AGENT, OTHER THAN THOSE INDICATED ABOVE, SHOULD BE NOTIFIED.					



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DUPLICATE
153

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ACCOUNT NO.
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91-30-224739-9

NOTICE OF FINANCED PREMIUM

INSURANCE COMPANY (NAME AND MAILING ADDRESS) Liberty Mutual Insurance Company - CAB 181 Bay Street Suite 900 Bay Wellington Tower Toronto, ON M5J 2T3 CA						INSURED (NAME AND ADDRESS) 1680 Brimley Limited Partnership through its General Partner 2808908 Ontario Inc; 1706 - 5000 Yonge Street Toronto, ON M2N 7E9 CA					
DATE OF NOTICE & ACCEPT. 10/04/2024		ANTICIPATED CHEQUE RELEASE DATE 10/16/2024		FINAL PAYMENT DUE MO. 05 YR. 26		DAY DUE 15		NO. & FREQ. OF INSTS. 21 (MTH)			
SCHEDULE OF POLICIES											
POLICY PREFIX AND NUMBER		EFFECTIVE DATE OF POLICY OR OF ANNUAL INSTALLMENT		FULL NAME OF INSURER		COVERAGE FIRE, AUTO MAR, J.M., CAS.		POLICY TERM IN MONTHS COVERED BY PREMIUM		PREMIUM	
UB1TOIA350XI24		08/27/2024		Liberty Mutual Insurance Company - CAB		POLL		36		62,770.00	
IF NO OTHER AGENT IS SHOWN UNDER THE INSURANCE COMPANY NAME, THE SUBMITTING PRODUCER ----->>>>> IS SHOWN ON OUR RECORDS AS THE ISSUING AGENT OR THE BROKER OF RECORD. ----->>>>>			AGENT OR BROKER SUBMITTING AGREEMENT Marsh Canada Limited 120 Bremner Boulevard, Suite 800 Toronto, ON M5J 0A8 CA			Premium cheque will be sent to the following payee: Marsh Canada Limited PLEASE NOTIFY CAFO IF OTHERWISE --- AS PREMIUM WILL BE PAID ACCORDINGLY					
TO THE INSURER: CAFO Inc. has agreed to advance the premium on the policy described above subject to the conditions herein. The insured has assigned to CAFO Inc. any and all unearned premiums which may become payable under the policy and given CAFO Inc. Power of Attorney to cancel the policy upon default of any payment. PLEASE ADVISE CAFO INC. ON OR BEFORE THE PAYMENT DATE SET FORTH ABOVE IF: 1. The policy is NOT in full force and effect or if the premium has been fully earned. 2. The policy as issued differs in any way from the above description. 3. The policy requires more than 10 days Notice of Cancellation by any party. 4. The policy is an audit or reporting form policy on which the DEPOSIT PREMIUM IN YOUR OPINION IS NOT EQUIVALENT TO THE ESTIMATED PREMIUM TO BE EARNED FOR THE FULL POLICY TERM. 5. You wish the premium paid other than as indicated above. 6. Any policy is written for a term of less than one year. 7. The policy contains a minimum retained premium. The amount is \$ _____. 8. The policy covers any leased vehicles. All details shown above were supplied by the submitting agent. The local branch office of the insurer, or general agent, if any, who has been designated by insurer to receive notices of finance transactions and who has received a copy of this notice, should NOTIFY CAFO INC. OF ANY DISCREPANCIES PRIOR TO PAYMENT. If CAFO Inc. receives no such advice, it will pay the premium as set forth above, in the absence of other contingencies.					IN CONSIDERATION OF CAFO INC. ADVANCING THE PREMIUM THE INSURER AGREES THAT: A. If the insured fails to pay CAFO Inc. and if CAFO Inc. cancels the policy or if the insured cancels the policy it will pay CAFO Inc. with or without surrender of the policy, the gross short-rate unearned premium, such return premium to be based on the original financed premium stated in this notice and advanced by CAFO Inc. B. If the policy is for any reason cancelled by the insurer or authorized agent, it will pay CAFO Inc. the gross pro-rata unearned premium, with or without surrender of the policy. C. It will pay CAFO Inc. (i) all gross unearned premiums which may become payable resulting from endorsement and (ii) loss payments which reduce the unearned premium up to the amount of the unpaid balance due CAFO Inc. from the insured, subject to any mortgagee or loss payee interest; such returns to be based on the amount of premium advanced by CAFO Inc. and as mentioned above. D. It will not assign the policy, except for interests of mortgagees or loss payees, without CAFO Inc. 's prior written consent. E. The terms of this notice, and if extant, the written agreement of subscription between CAFO Inc. and the insurer are fully applicable to this transaction. PLEASE ADVISE CAFO INC. IF ANY AGENT OR GENERAL AGENT, OTHER THAN THOSE INDICATED ABOVE, SHOULD BE NOTIFIED.						



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NOTICE OF FINANCED PREMIUM

INSURANCE COMPANY (NAME AND MAILING ADDRESS) XL Specialty Insurance Company And Catlin Canada First Canadian Place 3020 - 100 King Street West Toronto, ON M5X 1C9 CA						INSURED (NAME AND ADDRESS) 1680 Brimley Limited Partnership through its General Partner 2808908 Ontario Inc; 1706 - 5000 Yonge Street Toronto, ON M2N 7E9 CA					
DATE OF NOTICE & ACCEPT. 10/04/2024		ANTICIPATED CHEQUE RELEASE DATE 10/16/2024		FINAL PAYMENT DUE MO. 05 YR. 26		DAY DUE 15		NO. & FREQ. OF INSTS. 21 (MTH)			
SCHEDULE OF POLICIES											
POLICY PREFIX AND NUMBER		EFFECTIVE DATE OF POLICY OR OF ANNUAL INSTALLMENT		FULL NAME OF INSURER		COVERAGE FIRE, AUTO MAR, J.M., CAS.		POLICY TERM IN MONTHS COVERED BY PREMIUM		PREMIUM	
CCTOAC3SND024		08/27/2024		XL Specialty Insurance Company And Catlin Canada		COC		39		159,693.75	
IF NO OTHER AGENT IS SHOWN UNDER THE INSURANCE COMPANY NAME, THE SUBMITTING PRODUCER ----->>>>> IS SHOWN ON OUR RECORDS AS THE ISSUING AGENT OR THE BROKER OF RECORD. ----->>>>>			AGENT OR BROKER SUBMITTING AGREEMENT Marsh Canada Limited 120 Bremner Boulevard, Suite 800 Toronto, ON M5J 0A8 CA			Premium cheque will be sent to the following payee: Marsh Canada Limited PLEASE NOTIFY CAFO IF OTHERWISE --- AS PREMIUM WILL BE PAID ACCORDINGLY					
TO THE INSURER: CAFO Inc. has agreed to advance the premium on the policy described above subject to the conditions herein. The insured has assigned to CAFO Inc. any and all unearned premiums which may become payable under the policy and given CAFO Inc. Power of Attorney to cancel the policy upon default of any payment. PLEASE ADVISE CAFO INC. ON OR BEFORE THE PAYMENT DATE SET FORTH ABOVE IF: 1. The policy is NOT in full force and effect or if the premium has been fully earned. 2. The policy as issued differs in any way from the above description. 3. The policy requires more than 10 days Notice of Cancellation by any party. 4. The policy is an audit or reporting form policy on which the DEPOSIT PREMIUM IN YOUR OPINION IS NOT EQUIVALENT TO THE ESTIMATED PREMIUM TO BE EARNED FOR THE FULL POLICY TERM. 5. You wish the premium paid other than as indicated above. 6. Any policy is written for a term of less than one year. 7. The policy contains a minimum retained premium. The amount is \$ _____. 8. The policy covers any leased vehicles. All details shown above were supplied by the submitting agent. The local branch office of the insurer, or general agent, if any, who has been designated by insurer to receive notices of finance transactions and who has received a copy of this notice, should NOTIFY CAFO INC. OF ANY DISCREPANCIES PRIOR TO PAYMENT. If CAFO Inc. receives no such advice, it will pay the premium as set forth above, in the absence of other contingencies.					IN CONSIDERATION OF CAFO INC. ADVANCING THE PREMIUM THE INSURER AGREES THAT: A. If the insured fails to pay CAFO Inc. and if CAFO Inc. cancels the policy or if the insured cancels the policy it will pay CAFO Inc. with or without surrender of the policy, the gross short-rate unearned premium, such return premium to be based on the original financed premium stated in this notice and advanced by CAFO Inc. B. If the policy is for any reason cancelled by the insurer or authorized agent, it will pay CAFO Inc. the gross pro-rata unearned premium, with or without surrender of the policy. C. It will pay CAFO Inc. (i) all gross unearned premiums which may become payable resulting from endorsement and (ii) loss payments which reduce the unearned premium up to the amount of the unpaid balance due CAFO Inc. from the insured, subject to any mortgagee or loss payee interest; such returns to be based on the amount of premium advanced by CAFO Inc. and as mentioned above. D. It will not assign the policy, except for interests of mortgagees or loss payees, without CAFO Inc. 's prior written consent. E. The terms of this notice, and if extant, the written agreement of subscription between CAFO Inc. and the insurer are fully applicable to this transaction. PLEASE ADVISE CAFO INC. IF ANY AGENT OR GENERAL AGENT, OTHER THAN THOSE INDICATED ABOVE, SHOULD BE NOTIFIED.						



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NOTICE OF FINANCED PREMIUM

INSURANCE COMPANY (NAME AND MAILING ADDRESS) Intact Insurance Company 700 University Ave 16th Floor Toronto, ON M5G 0A1 CA						INSURED (NAME AND ADDRESS) 1680 Brimley Limited Partnership through its General Partner 2808908 Ontario Inc; 1706 - 5000 Yonge Street Toronto, ON M2N 7E9 CA					
DATE OF NOTICE & ACCEPT. 10/04/2024		ANTICIPATED CHEQUE RELEASE DATE 10/16/2024		FINAL PAYMENT DUE MO. 05 YR. 26		DAY DUE 15		NO. & FREQ. OF INSTS. 21 (MTH)			
SCHEDULE OF POLICIES											
POLICY PREFIX AND NUMBER		EFFECTIVE DATE OF POLICY OR OF ANNUAL INSTALLMENT		FULL NAME OF INSURER		COVERAGE FIRE, AUTO MAR, J.M., CAS.		POLICY TERM IN MONTHS COVERED BY PREMIUM		PREMIUM	
CCTOAC3SND024		08/27/2024		Intact Insurance Company		COC		39		266,156.25	
IF NO OTHER AGENT IS SHOWN UNDER THE INSURANCE COMPANY NAME, THE SUBMITTING PRODUCER ----->>>>> IS SHOWN ON OUR RECORDS AS THE ISSUING AGENT OR THE BROKER OF RECORD. ----->>>>>				AGENT OR BROKER SUBMITTING AGREEMENT Marsh Canada Limited 120 Bremner Boulevard, Suite 800 Toronto, ON M5J 0A8 CA				Premium cheque will be sent to the following payee: Marsh Canada Limited PLEASE NOTIFY CAFO IF OTHERWISE --- AS PREMIUM WILL BE PAID ACCORDINGLY			
TO THE INSURER: CAFO Inc. has agreed to advance the premium on the policy described above subject to the conditions herein. The insured has assigned to CAFO Inc. any and all unearned premiums which may become payable under the policy and given CAFO Inc. Power of Attorney to cancel the policy upon default of any payment. PLEASE ADVISE CAFO INC. ON OR BEFORE THE PAYMENT DATE SET FORTH ABOVE IF: 1. The policy is NOT in full force and effect or if the premium has been fully earned. 2. The policy as issued differs in any way from the above description. 3. The policy requires more than 10 days Notice of Cancellation by any party. 4. The policy is an audit or reporting form policy on which the DEPOSIT PREMIUM IN YOUR OPINION IS NOT EQUIVALENT TO THE ESTIMATED PREMIUM TO BE EARNED FOR THE FULL POLICY TERM. 5. You wish the premium paid other than as indicated above. 6. Any policy is written for a term of less than one year. 7. The policy contains a minimum retained premium. The amount is \$ _____. 8. The policy covers any leased vehicles. All details shown above were supplied by the submitting agent. The local branch office of the insurer, or general agent, if any, who has been designated by insurer to receive notices of finance transactions and who has received a copy of this notice, should NOTIFY CAFO INC. OF ANY DISCREPANCIES PRIOR TO PAYMENT. If CAFO Inc. receives no such advice, it will pay the premium as set forth above, in the absence of other contingencies.						IN CONSIDERATION OF CAFO INC. ADVANCING THE PREMIUM THE INSURER AGREES THAT: A. If the insured fails to pay CAFO Inc. and if CAFO Inc. cancels the policy or if the insured cancels the policy it will pay CAFO Inc. with or without surrender of the policy, the gross short-rate unearned premium, such return premium to be based on the original financed premium stated in this notice and advanced by CAFO Inc. B. If the policy is for any reason cancelled by the insurer or authorized agent, it will pay CAFO Inc. the gross pro-rata unearned premium, with or without surrender of the policy. C. It will pay CAFO Inc. (i) all gross unearned premiums which may become payable resulting from endorsement and (ii) loss payments which reduce the unearned premium up to the amount of the unpaid balance due CAFO Inc. from the insured, subject to any mortgagee or loss payee interest; such returns to be based on the amount of premium advanced by CAFO Inc. and as mentioned above. D. It will not assign the policy, except for interests of mortgagees or loss payees, without CAFO Inc. 's prior written consent. E. The terms of this notice, and if extant, the written agreement of subscription between CAFO Inc. and the insurer are fully applicable to this transaction. PLEASE ADVISE CAFO INC. IF ANY AGENT OR GENERAL AGENT, OTHER THAN THOSE INDICATED ABOVE, SHOULD BE NOTIFIED.					



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DUPLICATE
150

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ACCOUNT NO.
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91-30-224739-9

NOTICE OF FINANCED PREMIUM

INSURANCE COMPANY (NAME AND MAILING ADDRESS) Marsh Canada Limited 120 Bremner Boulevard, Suite 800 Toronto, ON M5J 0A8 CA						INSURED (NAME AND ADDRESS) 1680 Brimley Limited Partnership through its General Partner 2808908 Ontario Inc; 1706 - 5000 Yonge Street Toronto, ON M2N 7E9 CA					
DATE OF NOTICE & ACCEPT. 10/04/2024		ANTICIPATED CHEQUE RELEASE DATE 10/16/2024		FINAL PAYMENT DUE MO. 05 YR. 26		DAY DUE 15		NO. & FREQ. OF INSTS. 21 (MTH)			
SCHEDULE OF POLICIES											
POLICY PREFIX AND NUMBER		EFFECTIVE DATE OF POLICY OR OF ANNUAL INSTALLMENT		FULL NAME OF INSURER		COVERAGE FIRE, AUTO MAR, J.M., CAS.		POLICY TERM IN MONTHS COVERED BY PREMIUM		PREMIUM	
BOWCI2451901		08/27/2024		Lloyds of London Marsh Canada Limited 120 Bremner Boulevard, Suite 800 Toronto, ON M5J 0A8 CANADA		WRAP		36		394,545.00	
IF NO OTHER AGENT IS SHOWN UNDER THE INSURANCE COMPANY NAME, THE SUBMITTING PRODUCER ----->>>>> IS SHOWN ON OUR RECORDS AS THE ISSUING AGENT OR THE BROKER OF RECORD. ----->>>>>				AGENT OR BROKER SUBMITTING AGREEMENT Marsh Canada Limited 120 Bremner Boulevard, Suite 800 Toronto, ON M5J 0A8 CA				Premium cheque will be sent to the following payee: Marsh Canada Limited PLEASE NOTIFY CAFO IF OTHERWISE --- AS PREMIUM WILL BE PAID ACCORDINGLY			
TO THE INSURER: CAFO Inc. has agreed to advance the premium on the policy described above subject to the conditions herein. The insured has assigned to CAFO Inc. any and all unearned premiums which may become payable under the policy and given CAFO Inc. Power of Attorney to cancel the policy upon default of any payment. PLEASE ADVISE CAFO INC. ON OR BEFORE THE PAYMENT DATE SET FORTH ABOVE IF: 1. The policy is NOT in full force and effect or if the premium has been fully earned. 2. The policy as issued differs in any way from the above description. 3. The policy requires more than 10 days Notice of Cancellation by any party. 4. The policy is an audit or reporting form policy on which the DEPOSIT PREMIUM IN YOUR OPINION IS NOT EQUIVALENT TO THE ESTIMATED PREMIUM TO BE EARNED FOR THE FULL POLICY TERM. 5. You wish the premium paid other than as indicated above. 6. Any policy is written for a term of less than one year. 7. The policy contains a minimum retained premium. The amount is \$ _____. 8. The policy covers any leased vehicles. All details shown above were supplied by the submitting agent. The local branch office of the insurer, or general agent, if any, who has been designated by insurer to receive notices of finance transactions and who has received a copy of this notice, should NOTIFY CAFO INC. OF ANY DISCREPANCIES PRIOR TO PAYMENT. If CAFO Inc. receives no such advice, it will pay the premium as set forth above, in the absence of other contingencies.						IN CONSIDERATION OF CAFO INC. ADVANCING THE PREMIUM THE INSURER AGREES THAT: A. If the insured fails to pay CAFO Inc. and if CAFO Inc. cancels the policy or if the insured cancels the policy it will pay CAFO Inc. with or without surrender of the policy, the gross short-rate unearned premium, such return premium to be based on the original financed premium stated in this notice and advanced by CAFO Inc. B. If the policy is for any reason cancelled by the insurer or authorized agent, it will pay CAFO Inc. the gross pro-rata unearned premium, with or without surrender of the policy. C. It will pay CAFO Inc. (i) all gross unearned premiums which may become payable resulting from endorsement and (ii) loss payments which reduce the unearned premium up to the amount of the unpaid balance due CAFO Inc. from the insured, subject to any mortgagee or loss payee interest; such returns to be based on the amount of premium advanced by CAFO Inc. and as mentioned above. D. It will not assign the policy, except for interests of mortgagees or loss payees, without CAFO Inc. 's prior written consent. E. The terms of this notice, and if extant, the written agreement of subscription between CAFO Inc. and the insurer are fully applicable to this transaction. PLEASE ADVISE CAFO INC. IF ANY AGENT OR GENERAL AGENT, OTHER THAN THOSE INDICATED ABOVE, SHOULD BE NOTIFIED.					



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DUPLICATE
157

REFER TO THIS
ACCOUNT NO.
IN ALL CORRESPONDENCE
91-30-224739-9

NOTICE OF FINANCED PREMIUM

INSURANCE COMPANY (NAME AND MAILING ADDRESS) Definity Insurance Company 77 City Centre Drive Suite 400 Mississauga, ON L5B 1M2 CA						INSURED (NAME AND ADDRESS) 1680 Brimley Limited Partnership through its General Partner 2808908 Ontario Inc; 1706 - 5000 Yonge Street Toronto, ON M2N 7E9 CA		ACKNOWLEDGEMENT COPY			
DATE OF NOTICE & ACCEPT. 10/04/2024		ANTICIPATED CHEQUE RELEASE DATE 10/16/2024		FINAL PAYMENT DUE MO. 05 YR. 26		DAY DUE 15				NO. & FREQ. OF INSTS. 21 (MTH)	
SCHEDULE OF POLICIES											
POLICY PREFIX AND NUMBER		EFFECTIVE DATE OF POLICY OR OF ANNUAL INSTALLMENT		FULL NAME OF INSURER		COVERAGE FIRE, AUTO MAR, J.M., CAS.		POLICY TERM IN MONTHS COVERED BY PREMIUM		PREMIUM	
CCTOAC3SND024		08/27/2024		Definity Insurance Company		COC		39		159,693.75	
IF NO OTHER AGENT IS SHOWN UNDER THE INSURANCE COMPANY NAME, THE SUBMITTING PRODUCER ----->>>>> IS SHOWN ON OUR RECORDS AS THE ISSUING AGENT OR THE BROKER OF RECORD. ----->>>>>				AGENT OR BROKER SUBMITTING AGREEMENT Marsh Canada Limited 120 Bremner Boulevard, Suite 800 Toronto, ON M5J 0A8 CA				Premium cheque will be sent to the following payee: AS INDICATED ON ATTACHED FORM(S) FOR EACH POLICY PLEASE NOTIFY CAFO IF OTHERWISE --- AS PREMIUM WILL BE PAID ACCORDINGLY			
TO THE INSURER: CAFO Inc. has agreed to advance the premium on the policy described above subject to the conditions herein. The insured has assigned to CAFO Inc. any and all unearned premiums which may become payable under the policy and given CAFO Inc. Power of Attorney to cancel the policy upon default of any payment. PLEASE ADVISE CAFO INC. ON OR BEFORE THE PAYMENT DATE SET FORTH ABOVE IF: 1. The policy is NOT in full force and effect or if the premium has been fully earned. 2. The policy as issued differs in any way from the above description. 3. The policy requires more than 10 days Notice of Cancellation by any party. 4. The policy is an audit or reporting form policy on which the DEPOSIT PREMIUM IN YOUR OPINION IS NOT EQUIVALENT TO THE ESTIMATED PREMIUM TO BE EARNED FOR THE FULL POLICY TERM. 5. You wish the premium paid other than as indicated above. 6. Any policy is written for a term of less than one year. 7. The policy contains a minimum retained premium. The amount is \$ _____. 8. The policy covers any leased vehicles. All details shown above were supplied by the submitting agent. The local branch office of the insurer, or general agent, if any, who has been designated by insurer to receive notices of finance transactions and who has received a copy of this notice, should NOTIFY CAFO INC. OF ANY DISCREPANCIES PRIOR TO PAYMENT. If CAFO Inc. receives no such advice, it will pay the premium as set forth above, in the absence of other contingencies.						IN CONSIDERATION OF CAFO INC. ADVANCING THE PREMIUM THE INSURER AGREES THAT: A. If the insured fails to pay CAFO Inc. and if CAFO Inc. cancels the policy or if the insured cancels the policy it will pay CAFO Inc. with or without surrender of the policy, the gross short-rate unearned premium, such return premium to be based on the original financed premium stated in this notice and advanced by CAFO Inc. B. If the policy is for any reason cancelled by the insurer or authorized agent, it will pay CAFO Inc. the gross pro-rata unearned premium, with or without surrender of the policy. C. It will pay CAFO Inc. (i) all gross unearned premiums which may become payable resulting from endorsement and (ii) loss payments which reduce the unearned premium up to the amount of the unpaid balance due CAFO Inc. from the insured, subject to any mortgagee or loss payee interest; such returns to be based on the amount of premium advanced by CAFO Inc. and as mentioned above. D. It will not assign the policy, except for interests of mortgagees or loss payees, without CAFO Inc. 's prior written consent. E. The terms of this notice, and if extant, the written agreement of subscription between CAFO Inc. and the insurer are fully applicable to this transaction. PLEASE ADVISE CAFO INC. IF ANY AGENT OR GENERAL AGENT, OTHER THAN THOSE INDICATED ABOVE, SHOULD BE NOTIFIED.					



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DUPLICATE
158

REFER TO THIS
ACCOUNT NO.
IN ALL CORRESPONDENCE
91-30-224739-9

NOTICE OF FINANCED PREMIUM

INSURANCE COMPANY (NAME AND MAILING ADDRESS) HDI Global SE - CAB 181 University Avenue, Suite 1900 Toronto, ON M5H 3M7 CA						INSURED (NAME AND ADDRESS) 1680 Brimley Limited Partnership through its General Partner 2808908 Ontario Inc; 1706 - 5000 Yonge Street Toronto, ON M2N 7E9 CA		ACKNOWLEDGEMENT COPY				
DATE OF NOTICE & ACCEPT. 10/04/2024		ANTICIPATED CHEQUE RELEASE DATE 10/16/2024		FINAL PAYMENT DUE MO. 05 YR. 26		DAY DUE 15				NO. & FREQ. OF INSTS. 21 (MTH)		
SCHEDULE OF POLICIES												
POLICY PREFIX AND NUMBER		EFFECTIVE DATE OF POLICY OR OF ANNUAL INSTALLMENT		FULL NAME OF INSURER			COVERAGE FIRE, AUTO MAR, J.M., CAS.		POLICY TERM IN MONTHS COVERED BY PREMIUM		PREMIUM	
CCTOAC3SND024		08/27/2024		HDI Global SE - CAB			COC		39		212,925.00	
IF NO OTHER AGENT IS SHOWN UNDER THE INSURANCE COMPANY NAME, THE SUBMITTING PRODUCER ----->>>>> IS SHOWN ON OUR RECORDS AS THE ISSUING AGENT OR THE BROKER OF RECORD. ----->>>>>				AGENT OR BROKER SUBMITTING AGREEMENT Marsh Canada Limited 120 Bremner Boulevard, Suite 800 Toronto, ON M5J 0A8 CA				Premium cheque will be sent to the following payee: AS INDICATED ON ATTACHED FORM(S) FOR EACH POLICY PLEASE NOTIFY CAFO IF OTHERWISE --- AS PREMIUM WILL BE PAID ACCORDINGLY				
TO THE INSURER: CAFO Inc. has agreed to advance the premium on the policy described above subject to the conditions herein. The insured has assigned to CAFO Inc. any and all unearned premiums which may become payable under the policy and given CAFO Inc. Power of Attorney to cancel the policy upon default of any payment.						IN CONSIDERATION OF CAFO INC. ADVANCING THE PREMIUM THE INSURER AGREES THAT: A. If the insured fails to pay CAFO Inc. and if CAFO Inc. cancels the policy or if the insured cancels the policy it will pay CAFO Inc. with or without surrender of the policy, the gross short-rate unearned premium, such return premium to be based on the original financed premium stated in this notice and advanced by CAFO Inc. B. If the policy is for any reason cancelled by the insurer or authorized agent, it will pay CAFO Inc. the gross pro-rata unearned premium, with or without surrender of the policy. C. It will pay CAFO Inc. (i) all gross unearned premiums which may become payable resulting from endorsement and (ii) loss payments which reduce the unearned premium up to the amount of the unpaid balance due CAFO Inc. from the insured, subject to any mortgagee or loss payee interest; such returns to be based on the amount of premium advanced by CAFO Inc. and as mentioned above. D. It will not assign the policy, except for interests of mortgagees or loss payees, without CAFO Inc. 's prior written consent. E. The terms of this notice, and if extant, the written agreement of subscription between CAFO Inc. and the insurer are fully applicable to this transaction. PLEASE ADVISE CAFO INC. IF ANY AGENT OR GENERAL AGENT, OTHER THAN THOSE INDICATED ABOVE, SHOULD BE NOTIFIED.						
PLEASE ADVISE CAFO INC. ON OR BEFORE THE PAYMENT DATE SET FORTH ABOVE IF: 1. The policy is NOT in full force and effect or if the premium has been fully earned. 2. The policy as issued differs in any way from the above description. 3. The policy requires more than 10 days Notice of Cancellation by any party. 4. The policy is an audit or reporting form policy on which the DEPOSIT PREMIUM IN YOUR OPINION IS NOT EQUIVALENT TO THE ESTIMATED PREMIUM TO BE EARNED FOR THE FULL POLICY TERM. 5. You wish the premium paid other than as indicated above. 6. Any policy is written for a term of less than one year. 7. The policy contains a minimum retained premium. The amount is \$ _____. 8. The policy covers any leased vehicles.												
All details shown above were supplied by the submitting agent. The local branch office of the insurer, or general agent, if any, who has been designated by insurer to receive notices of finance transactions and who has received a copy of this notice, should NOTIFY CAFO INC. OF ANY DISCREPANCIES PRIOR TO PAYMENT. If CAFO Inc. receives no such advice, it will pay the premium as set forth above, in the absence of other contingencies.												



170 University Avenue, Suite 601, Toronto, ON M5H 3B3
Tel: 800-387-1558

DUPLICATE

REFER TO THIS
ACCOUNT NO.
IN ALL CORRESPONDENCE
91-30-224739-9

NOTICE OF FINANCED PREMIUM

INSURANCE COMPANY (NAME AND MAILING ADDRESS) XL Specialty Insurance Company And Catlin Canada First Canadian Place 3020 - 100 King Street West Toronto, ON M5X 1C9 CA						INSURED (NAME AND ADDRESS) 1680 Brimley Limited Partnership through its General Partner 2808908 Ontario Inc; 1706 - 5000 Yonge Street Toronto, ON M2N 7E9 CA		ACKNOWLEDGEMENT COPY			
DATE OF NOTICE & ACCEPT. 10/04/2024		ANTICIPATED CHEQUE RELEASE DATE 10/16/2024		FINAL PAYMENT DUE MO. 05 YR. 26		DAY DUE 15				NO. & FREQ. OF INSTS. 21 (MTH)	
SCHEDULE OF POLICIES											
POLICY PREFIX AND NUMBER		EFFECTIVE DATE OF POLICY OR OF ANNUAL INSTALLMENT		FULL NAME OF INSURER		COVERAGE FIRE, AUTO MAR, J.M., CAS.		POLICY TERM IN MONTHS COVERED BY PREMIUM		PREMIUM	
CCTOAC3SND024		08/27/2024		XL Specialty Insurance Company And Catlin Canada		COC		39		159,693.75	
IF NO OTHER AGENT IS SHOWN UNDER THE INSURANCE COMPANY NAME, THE SUBMITTING PRODUCER ----->>>>> IS SHOWN ON OUR RECORDS AS THE ISSUING AGENT OR THE BROKER OF RECORD. ----->>>>>			AGENT OR BROKER SUBMITTING AGREEMENT Marsh Canada Limited 120 Bremner Boulevard, Suite 800 Toronto, ON M5J 0A8 CA			Premium cheque will be sent to the following payee: AS INDICATED ON ATTACHED FORM(S) FOR EACH POLICY PLEASE NOTIFY CAFO IF OTHERWISE --- AS PREMIUM WILL BE PAID ACCORDINGLY					
TO THE INSURER: CAFO Inc. has agreed to advance the premium on the policy described above subject to the conditions herein. The insured has assigned to CAFO Inc. any and all unearned premiums which may become payable under the policy and given CAFO Inc. Power of Attorney to cancel the policy upon default of any payment. PLEASE ADVISE CAFO INC. ON OR BEFORE THE PAYMENT DATE SET FORTH ABOVE IF: 1. The policy is NOT in full force and effect or if the premium has been fully earned. 2. The policy as issued differs in any way from the above description. 3. The policy requires more than 10 days Notice of Cancellation by any party. 4. The policy is an audit or reporting form policy on which the DEPOSIT PREMIUM IN YOUR OPINION IS NOT EQUIVALENT TO THE ESTIMATED PREMIUM TO BE EARNED FOR THE FULL POLICY TERM. 5. You wish the premium paid other than as indicated above. 6. Any policy is written for a term of less than one year. 7. The policy contains a minimum retained premium. The amount is \$ _____. 8. The policy covers any leased vehicles. All details shown above were supplied by the submitting agent. The local branch office of the insurer, or general agent, if any, who has been designated by insurer to receive notices of finance transactions and who has received a copy of this notice, should NOTIFY CAFO INC. OF ANY DISCREPANCIES PRIOR TO PAYMENT. If CAFO Inc. receives no such advice, it will pay the premium as set forth above, in the absence of other contingencies.					IN CONSIDERATION OF CAFO INC. ADVANCING THE PREMIUM THE INSURER AGREES THAT: A. If the insured fails to pay CAFO Inc. and if CAFO Inc. cancels the policy or if the insured cancels the policy it will pay CAFO Inc. with or without surrender of the policy, the gross short-rate unearned premium, such return premium to be based on the original financed premium stated in this notice and advanced by CAFO Inc. B. If the policy is for any reason cancelled by the insurer or authorized agent, it will pay CAFO Inc. the gross pro-rata unearned premium, with or without surrender of the policy. C. It will pay CAFO Inc. (i) all gross unearned premiums which may become payable resulting from endorsement and (ii) loss payments which reduce the unearned premium up to the amount of the unpaid balance due CAFO Inc. from the insured, subject to any mortgagee or loss payee interest; such returns to be based on the amount of premium advanced by CAFO Inc. and as mentioned above. D. It will not assign the policy, except for interests of mortgagees or loss payees, without CAFO Inc. 's prior written consent. E. The terms of this notice, and if extant, the written agreement of subscription between CAFO Inc. and the insurer are fully applicable to this transaction. PLEASE ADVISE CAFO INC. IF ANY AGENT OR GENERAL AGENT, OTHER THAN THOSE INDICATED ABOVE, SHOULD BE NOTIFIED.						



170 University Avenue, Suite 601, Toronto, ON M5H 3B3
Tel: 800-387-1558

DUPLICATE
160

REFER TO THIS
ACCOUNT NO.
IN ALL CORRESPONDENCE
91-30-224739-9

NOTICE OF FINANCED PREMIUM

INSURANCE COMPANY (NAME AND MAILING ADDRESS) Intact Insurance Company 700 University Ave 16th Floor Toronto, ON M5G 0A1 CA						INSURED (NAME AND ADDRESS) 1680 Brimley Limited Partnership through its General Partner 2808908 Ontario Inc; 1706 - 5000 Yonge Street Toronto, ON M2N 7E9 CA		ACKNOWLEDGEMENT COPY			
DATE OF NOTICE & ACCEPT. 10/04/2024		ANTICIPATED CHEQUE RELEASE DATE 10/16/2024		FINAL PAYMENT DUE MO. 05 YR. 26		DAY DUE 15				NO. & FREQ. OF INSTS. 21 (MTH)	
SCHEDULE OF POLICIES											
POLICY PREFIX AND NUMBER		EFFECTIVE DATE OF POLICY OR OF ANNUAL INSTALLMENT		FULL NAME OF INSURER		COVERAGE FIRE, AUTO MAR, J.M., CAS.		POLICY TERM IN MONTHS COVERED BY PREMIUM		PREMIUM	
CCTOAC3SND024		08/27/2024		Intact Insurance Company		COC		39		266,156.25	
IF NO OTHER AGENT IS SHOWN UNDER THE INSURANCE COMPANY NAME, THE SUBMITTING PRODUCER ----->>>>> IS SHOWN ON OUR RECORDS AS THE ISSUING AGENT OR THE BROKER OF RECORD. ----->>>>>			AGENT OR BROKER SUBMITTING AGREEMENT Marsh Canada Limited 120 Bremner Boulevard, Suite 800 Toronto, ON M5J 0A8 CA			Premium cheque will be sent to the following payee: AS INDICATED ON ATTACHED FORM(S) FOR EACH POLICY PLEASE NOTIFY CAFO IF OTHERWISE --- AS PREMIUM WILL BE PAID ACCORDINGLY					
TO THE INSURER: CAFO Inc. has agreed to advance the premium on the policy described above subject to the conditions herein. The insured has assigned to CAFO Inc. any and all unearned premiums which may become payable under the policy and given CAFO Inc. Power of Attorney to cancel the policy upon default of any payment. PLEASE ADVISE CAFO INC. ON OR BEFORE THE PAYMENT DATE SET FORTH ABOVE IF: 1. The policy is NOT in full force and effect or if the premium has been fully earned. 2. The policy as issued differs in any way from the above description. 3. The policy requires more than 10 days Notice of Cancellation by any party. 4. The policy is an audit or reporting form policy on which the DEPOSIT PREMIUM IN YOUR OPINION IS NOT EQUIVALENT TO THE ESTIMATED PREMIUM TO BE EARNED FOR THE FULL POLICY TERM. 5. You wish the premium paid other than as indicated above. 6. Any policy is written for a term of less than one year. 7. The policy contains a minimum retained premium. The amount is \$ _____. 8. The policy covers any leased vehicles. All details shown above were supplied by the submitting agent. The local branch office of the insurer, or general agent, if any, who has been designated by insurer to receive notices of finance transactions and who has received a copy of this notice, should NOTIFY CAFO INC. OF ANY DISCREPANCIES PRIOR TO PAYMENT. If CAFO Inc. receives no such advice, it will pay the premium as set forth above, in the absence of other contingencies.					IN CONSIDERATION OF CAFO INC. ADVANCING THE PREMIUM THE INSURER AGREES THAT: A. If the insured fails to pay CAFO Inc. and if CAFO Inc. cancels the policy or if the insured cancels the policy it will pay CAFO Inc. with or without surrender of the policy, the gross short-rate unearned premium, such return premium to be based on the original financed premium stated in this notice and advanced by CAFO Inc. B. If the policy is for any reason cancelled by the insurer or authorized agent, it will pay CAFO Inc. the gross pro-rata unearned premium, with or without surrender of the policy. C. It will pay CAFO Inc. (i) all gross unearned premiums which may become payable resulting from endorsement and (ii) loss payments which reduce the unearned premium up to the amount of the unpaid balance due CAFO Inc. from the insured, subject to any mortgagee or loss payee interest; such returns to be based on the amount of premium advanced by CAFO Inc. and as mentioned above. D. It will not assign the policy, except for interests of mortgagees or loss payees, without CAFO Inc. 's prior written consent. E. The terms of this notice, and if extant, the written agreement of subscription between CAFO Inc. and the insurer are fully applicable to this transaction. PLEASE ADVISE CAFO INC. IF ANY AGENT OR GENERAL AGENT, OTHER THAN THOSE INDICATED ABOVE, SHOULD BE NOTIFIED.						



170 University Avenue, Suite 601, Toronto, ON M5H 3B3
Tel: 800-387-1558

DUPLICATE
161

REFER TO THIS
ACCOUNT NO.
IN ALL CORRESPONDENCE
91-30-224739-9

NOTICE OF FINANCED PREMIUM

INSURANCE COMPANY (NAME AND MAILING ADDRESS) Marsh Canada Limited 120 Bremner Boulevard, Suite 800 Toronto, ON M5J 0A8 CA						INSURED (NAME AND ADDRESS) 1680 Brimley Limited Partnership through its General Partner 2808908 Ontario Inc; 1706 - 5000 Yonge Street Toronto, ON M2N 7E9 CA		ACKNOWLEDGEMENT COPY				
DATE OF NOTICE & ACCEPT. 10/04/2024		ANTICIPATED CHEQUE RELEASE DATE 10/16/2024		FINAL PAYMENT DUE MO. 05 YR. 26		DAY DUE 15				NO. & FREQ. OF INSTS. 21 (MTH)		
SCHEDULE OF POLICIES												
POLICY PREFIX AND NUMBER		EFFECTIVE DATE OF POLICY OR OF ANNUAL INSTALLMENT		FULL NAME OF INSURER			COVERAGE FIRE, AUTO MAR, J.M., CAS.		POLICY TERM IN MONTHS COVERED BY PREMIUM		PREMIUM	
BOWCI2451901		08/27/2024		Lloyds of London Marsh Canada Limited 120 Bremner Boulevard, Suite 800 Toronto, ON M5J 0A8 CANADA			WRAP		36		394,545.00	
IF NO OTHER AGENT IS SHOWN UNDER THE INSURANCE COMPANY NAME, THE SUBMITTING PRODUCER ----->>>>> IS SHOWN ON OUR RECORDS AS THE ISSUING AGENT OR THE BROKER OF RECORD. ----->>>>>				AGENT OR BROKER SUBMITTING AGREEMENT Marsh Canada Limited 120 Bremner Boulevard, Suite 800 Toronto, ON M5J 0A8 CA				Premium cheque will be sent to the following payee: AS INDICATED ON ATTACHED FORM(S) FOR EACH POLICY PLEASE NOTIFY CAFO IF OTHERWISE --- AS PREMIUM WILL BE PAID ACCORDINGLY				
TO THE INSURER: CAFO Inc. has agreed to advance the premium on the policy described above subject to the conditions herein. The insured has assigned to CAFO Inc. any and all unearned premiums which may become payable under the policy and given CAFO Inc. Power of Attorney to cancel the policy upon default of any payment. PLEASE ADVISE CAFO INC. ON OR BEFORE THE PAYMENT DATE SET FORTH ABOVE IF: 1. The policy is NOT in full force and effect or if the premium has been fully earned. 2. The policy as issued differs in any way from the above description. 3. The policy requires more than 10 days Notice of Cancellation by any party. 4. The policy is an audit or reporting form policy on which the DEPOSIT PREMIUM IN YOUR OPINION IS NOT EQUIVALENT TO THE ESTIMATED PREMIUM TO BE EARNED FOR THE FULL POLICY TERM. 5. You wish the premium paid other than as indicated above. 6. Any policy is written for a term of less than one year. 7. The policy contains a minimum retained premium. The amount is \$ _____. 8. The policy covers any leased vehicles. All details shown above were supplied by the submitting agent. The local branch office of the insurer, or general agent, if any, who has been designated by insurer to receive notices of finance transactions and who has received a copy of this notice, should NOTIFY CAFO INC. OF ANY DISCREPANCIES PRIOR TO PAYMENT. If CAFO Inc. receives no such advice, it will pay the premium as set forth above, in the absence of other contingencies.						IN CONSIDERATION OF CAFO INC. ADVANCING THE PREMIUM THE INSURER AGREES THAT: A. If the insured fails to pay CAFO Inc. and if CAFO Inc. cancels the policy or if the insured cancels the policy it will pay CAFO Inc. with or without surrender of the policy, the gross short-rate unearned premium, such return premium to be based on the original financed premium stated in this notice and advanced by CAFO Inc. B. If the policy is for any reason cancelled by the insurer or authorized agent, it will pay CAFO Inc. the gross pro-rata unearned premium, with or without surrender of the policy. C. It will pay CAFO Inc. (i) all gross unearned premiums which may become payable resulting from endorsement and (ii) loss payments which reduce the unearned premium up to the amount of the unpaid balance due CAFO Inc. from the insured, subject to any mortgagee or loss payee interest; such returns to be based on the amount of premium advanced by CAFO Inc. and as mentioned above. D. It will not assign the policy, except for interests of mortgagees or loss payees, without CAFO Inc. 's prior written consent. E. The terms of this notice, and if extant, the written agreement of subscription between CAFO Inc. and the insurer are fully applicable to this transaction. PLEASE ADVISE CAFO INC. IF ANY AGENT OR GENERAL AGENT, OTHER THAN THOSE INDICATED ABOVE, SHOULD BE NOTIFIED.						



170 University Avenue, Suite 601, Toronto, ON M5H 3B3
Tel: 800-387-1558

DUPLICATE
162

REFER TO THIS
ACCOUNT NO.
IN ALL CORRESPONDENCE
91-30-224739-9

NOTICE OF FINANCED PREMIUM

INSURANCE COMPANY (NAME AND MAILING ADDRESS) Liberty Mutual Insurance Company - CAB 181 Bay Street Suite 900 Bay Wellington Tower Toronto, ON M5J 2T3 CA						INSURED (NAME AND ADDRESS) 1680 Brimley Limited Partnership through its General Partner 2808908 Ontario Inc; 1706 - 5000 Yonge Street Toronto, ON M2N 7E9 CA					
DATE OF NOTICE & ACCEPT. 10/31/2024		ANTICIPATED CHEQUE RELEASE DATE 11/13/2024		FINAL PAYMENT DUE MO. 05 YR. 26		DAY DUE 15		NO. & FREQ. OF INSTS. 19 (MTH)			
SCHEDULE OF POLICIES											
POLICY PREFIX AND NUMBER		EFFECTIVE DATE OF POLICY OR OF ANNUAL INSTALLMENT		FULL NAME OF INSURER		COVERAGE FIRE, AUTO MAR, J.M., CAS.		POLICY TERM IN MONTHS COVERED BY PREMIUM		PREMIUM	
CCTOAC3SND024		08/15/2024		Liberty Mutual Insurance Company - CAB		COC		39		266,156.25	
IF NO OTHER AGENT IS SHOWN UNDER THE INSURANCE COMPANY NAME, THE SUBMITTING PRODUCER ----->>>>> IS SHOWN ON OUR RECORDS AS THE ISSUING AGENT OR THE BROKER OF RECORD. ----->>>>>			AGENT OR BROKER SUBMITTING AGREEMENT Marsh Canada Limited 120 Bremner Boulevard, Suite 800 Toronto, ON M5J 0A8 CA			Premium cheque will be sent to the following payee: Marsh Canada Limited PLEASE NOTIFY CAFO IF OTHERWISE --- AS PREMIUM WILL BE PAID ACCORDINGLY					
TO THE INSURER: CAFO Inc. has agreed to advance the premium on the policy described above subject to the conditions herein. The insured has assigned to CAFO Inc. any and all unearned premiums which may become payable under the policy and given CAFO Inc. Power of Attorney to cancel the policy upon default of any payment. PLEASE ADVISE CAFO INC. ON OR BEFORE THE PAYMENT DATE SET FORTH ABOVE IF: 1. The policy is NOT in full force and effect or if the premium has been fully earned. 2. The policy as issued differs in any way from the above description. 3. The policy requires more than 10 days Notice of Cancellation by any party. 4. The policy is an audit or reporting form policy on which the DEPOSIT PREMIUM IN YOUR OPINION IS NOT EQUIVALENT TO THE ESTIMATED PREMIUM TO BE EARNED FOR THE FULL POLICY TERM. 5. You wish the premium paid other than as indicated above. 6. Any policy is written for a term of less than one year. 7. The policy contains a minimum retained premium. The amount is \$ _____. 8. The policy covers any leased vehicles. All details shown above were supplied by the submitting agent. The local branch office of the insurer, or general agent, if any, who has been designated by insurer to receive notices of finance transactions and who has received a copy of this notice, should NOTIFY CAFO INC. OF ANY DISCREPANCIES PRIOR TO PAYMENT. If CAFO Inc. receives no such advice, it will pay the premium as set forth above, in the absence of other contingencies.					IN CONSIDERATION OF CAFO INC. ADVANCING THE PREMIUM THE INSURER AGREES THAT: A. If the insured fails to pay CAFO Inc. and if CAFO Inc. cancels the policy or if the insured cancels the policy it will pay CAFO Inc. with or without surrender of the policy, the gross short-rate unearned premium, such return premium to be based on the original financed premium stated in this notice and advanced by CAFO Inc. B. If the policy is for any reason cancelled by the insurer or authorized agent, it will pay CAFO Inc. the gross pro-rata unearned premium, with or without surrender of the policy. C. It will pay CAFO Inc. (i) all gross unearned premiums which may become payable resulting from endorsement and (ii) loss payments which reduce the unearned premium up to the amount of the unpaid balance due CAFO Inc. from the insured, subject to any mortgagee or loss payee interest; such returns to be based on the amount of premium advanced by CAFO Inc. and as mentioned above. D. It will not assign the policy, except for interests of mortgagees or loss payees, without CAFO Inc. 's prior written consent. E. The terms of this notice, and if extant, the written agreement of subscription between CAFO Inc. and the insurer are fully applicable to this transaction. PLEASE ADVISE CAFO INC. IF ANY AGENT OR GENERAL AGENT, OTHER THAN THOSE INDICATED ABOVE, SHOULD BE NOTIFIED.						



170 University Avenue, Suite 601, Toronto, ON M5H 3B3
Tel: 800-387-1558

DUPLICATE
163

REFER TO THIS
ACCOUNT NO.
IN ALL CORRESPONDENCE
91-30-224739-9

NOTICE OF FINANCED PREMIUM

INSURANCE COMPANY (NAME AND MAILING ADDRESS) Liberty Mutual Insurance Company - CAB 181 Bay Street Suite 900 Bay Wellington Tower Toronto, ON M5J 2T3 CA						INSURED (NAME AND ADDRESS) 1680 Brimley Limited Partnership through its General Partner 2808908 Ontario Inc; 1706 - 5000 Yonge Street Toronto, ON M2N 7E9 CA		ACKNOWLEDGEMENT COPY			
DATE OF NOTICE & ACCEPT. 10/31/2024		ANTICIPATED CHEQUE RELEASE DATE 11/13/2024		FINAL PAYMENT DUE MO. 05 YR. 26		DAY DUE 15				NO. & FREQ. OF INSTS. 19 (MTH)	
SCHEDULE OF POLICIES											
POLICY PREFIX AND NUMBER		EFFECTIVE DATE OF POLICY OR OF ANNUAL INSTALLMENT		FULL NAME OF INSURER		COVERAGE FIRE, AUTO MAR, J.M., CAS.		POLICY TERM IN MONTHS COVERED BY PREMIUM		PREMIUM	
CCTOAC3SND024		08/15/2024		Liberty Mutual Insurance Company - CAB		COC		39		266,156.25	
IF NO OTHER AGENT IS SHOWN UNDER THE INSURANCE COMPANY NAME, THE SUBMITTING PRODUCER ----->>>>> IS SHOWN ON OUR RECORDS AS THE ISSUING AGENT OR THE BROKER OF RECORD. ----->>>>>			AGENT OR BROKER SUBMITTING AGREEMENT Marsh Canada Limited 120 Bremner Boulevard, Suite 800 Toronto, ON M5J 0A8 CA			Premium cheque will be sent to the following payee: AS INDICATED ON ATTACHED FORM(S) FOR EACH POLICY PLEASE NOTIFY CAFO IF OTHERWISE --- AS PREMIUM WILL BE PAID ACCORDINGLY					
TO THE INSURER: CAFO Inc. has agreed to advance the premium on the policy described above subject to the conditions herein. The insured has assigned to CAFO Inc. any and all unearned premiums which may become payable under the policy and given CAFO Inc. Power of Attorney to cancel the policy upon default of any payment. PLEASE ADVISE CAFO INC. ON OR BEFORE THE PAYMENT DATE SET FORTH ABOVE IF: 1. The policy is NOT in full force and effect or if the premium has been fully earned. 2. The policy as issued differs in any way from the above description. 3. The policy requires more than 10 days Notice of Cancellation by any party. 4. The policy is an audit or reporting form policy on which the DEPOSIT PREMIUM IN YOUR OPINION IS NOT EQUIVALENT TO THE ESTIMATED PREMIUM TO BE EARNED FOR THE FULL POLICY TERM. 5. You wish the premium paid other than as indicated above. 6. Any policy is written for a term of less than one year. 7. The policy contains a minimum retained premium. The amount is \$ _____. 8. The policy covers any leased vehicles. All details shown above were supplied by the submitting agent. The local branch office of the insurer, or general agent, if any, who has been designated by insurer to receive notices of finance transactions and who has received a copy of this notice, should NOTIFY CAFO INC. OF ANY DISCREPANCIES PRIOR TO PAYMENT. If CAFO Inc. receives no such advice, it will pay the premium as set forth above, in the absence of other contingencies.					IN CONSIDERATION OF CAFO INC. ADVANCING THE PREMIUM THE INSURER AGREES THAT: A. If the insured fails to pay CAFO Inc. and if CAFO Inc. cancels the policy or if the insured cancels the policy it will pay CAFO Inc. with or without surrender of the policy, the gross short-rate unearned premium, such return premium to be based on the original financed premium stated in this notice and advanced by CAFO Inc. B. If the policy is for any reason cancelled by the insurer or authorized agent, it will pay CAFO Inc. the gross pro-rata unearned premium, with or without surrender of the policy. C. It will pay CAFO Inc. (i) all gross unearned premiums which may become payable resulting from endorsement and (ii) loss payments which reduce the unearned premium up to the amount of the unpaid balance due CAFO Inc. from the insured, subject to any mortgagee or loss payee interest; such returns to be based on the amount of premium advanced by CAFO Inc. and as mentioned above. D. It will not assign the policy, except for interests of mortgagees or loss payees, without CAFO Inc. 's prior written consent. E. The terms of this notice, and if extant, the written agreement of subscription between CAFO Inc. and the insurer are fully applicable to this transaction. PLEASE ADVISE CAFO INC. IF ANY AGENT OR GENERAL AGENT, OTHER THAN THOSE INDICATED ABOVE, SHOULD BE NOTIFIED.						

APPENDIX "R"



170 University Avenue, Suite 601, Toronto, ON M5H 3B3
Tel: 800-387-1558

DUPLICATE

REF: 165 THIS

ACCOUNT NO.

IN ALL CORRESPONDENCE

91-30-224739-9

NOTICE OF CANCELLATION

YOU ARE REMINDED THAT ANY OTHER PARTIES AT INTEREST (e.g. MORTGAGEE) SHOULD BE GIVEN PROPER NOTICE OF THIS CANCELLATION AS REQUIRED BY YOUR POLICY OR MORTGAGEE ENDORSEMENT .

INSURANCE COMPANY (NAME AND MAILING ADDRESS)

Definity Insurance Company
77 City Centre Drive
Suite 400
Mississauga, ON L5B 1M2
CA

BUYER (INSURED) NAME AND ADDRESS

1680 Brimley Limited Partnership through its
General Partner 2808908 Ontario Inc;
1706 - 5000 Yonge Street
Toronto, ON M2N 7E9
CA

SCHEDULE OF POLICIES

POLICY PREFIX AND NUMBER	EFFECTIVE DATE OF POLICY OR ANNUAL INSTALLMENT	FULL NAME OF INSURER AND GENERAL AGENT(S) * OTHER THAN SUBMITTING PRODUCER TO WHOM COPY OF THIS NOTICE WAS SENT	COVERAGE	POLICY TERM IN MONTHS COVERED BY PREM.	PREMIUM
			FIRE, AUTO MAR, I.M., CAS.		
X CCTOAC3SND024	08/27/2024	Definity Insurance Company	COC	39	159,693.75

IF NO OTHER AGENT IS SHOWN UNDER THE INSURANCE COMPANY NAME, THEN THE SUBMITTING PRODUCER (NAME AT RIGHT) IS SHOWN ON OUR RECORDS AS THE ISSUING AGENT OR BROKER OF RECORD.

AGENT OR BROKER SUBMITTING AGREEMENT
Marsh Canada Limited
120 Bremner Boulevard, Suite 800
Toronto, ON M5J 0A8
CA

CANCELLATION DATE

08/01/2025

MONTH/DAY/YEAR

MAILING DATE

07/29/2025

MONTH/DAY/YEAR

TO THE INSURANCE COMPANY NAMED ABOVE: The insured has DEFAULTED under the provisions of the above-numbered Contract. Pursuant to the mandate given us by the insured, we hereby CANCEL THE POLICY listed herein, AS OF THE CANCELLATION DATE SPECIFIED. The agent or broker through whom the policy was issued has been advised of this.

PAYMENT OF RETURN PREMIUMS: Please arrange to pay CAFO IMMEDIATELY the gross unearned premium applicable to such policy as of the cancellation date specified. If the agent or broker is not authorized to make payment of the return premium, CAFO will expect payment from you.

By: _____
ACCOUNT ADMINISTRATION DEPT.

INSURANCE COMPANY NOTE : PLEASE ATTACH UNEARNED PREMIUM OR COMPLETE AND RETURN ONE COPY.

NOTE : IF BOX BELOW IS NOT FILLED IN, OUR RECORDS INDICATE THAT THE SUBMITTING PRODUCER IS THE ISSUING AGENT OR BROKER OF RECORD. PLEASE NOTIFY IF OTHERWISE.	REPORTING OFFICE OR AGENT WHO WILL SEND REFUND TO CAFO (NAME AND ADDRESS)	DATE OF CANCELLATION
AGENT ISSUING POLICY OR BROKER OF RECORD. (IF OTHER THAN ABOVE).	AUTHORIZED COMPANY OFFICIAL COMPLETING THIS FORM (NAME AND ADDRESS)	AMOUNT OF RETURN PREMIUM
		\$
	DATE:	DATE RETURN WILL BE SENT

NOTICE OF CANCELLATION

YOU ARE REMINDED THAT ANY OTHER PARTIES AT INTEREST (e.g. MORTGAGEE) SHOULD BE GIVEN PROPER NOTICE OF THIS CANCELLATION AS REQUIRED BY YOUR POLICY OR MORTGAGEE ENDORSEMENT .

INSURANCE COMPANY (NAME AND MAILING ADDRESS) HDI Global SE - CAB 181 University Avenue, Suite 1900 Toronto, ON M5H 3M7 CA	BUYER (INSURED) NAME AND ADDRESS 1680 Brimley Limited Partnership through its General Partner 2808908 Ontario Inc; 1706 - 5000 Yonge Street Toronto, ON M2N 7E9 CA
---	---

SCHEDULE OF POLICIES

POLICY PREFIX AND NUMBER	EFFECTIVE DATE OF POLICY OR ANNUAL INSTALLMENT	FULL NAME OF INSURER AND GENERAL AGENT(S) * OTHER THAN SUBMITTING PRODUCER TO WHOM COPY OF THIS NOTICE WAS SENT	COVERAGE	POLICY TERM IN MONTHS COVERED BY PREM.	PREMIUM
			FIRE, AUTO MAR, I.M., CAS.		
X CCTOAC3SND024	08/27/2024	HDI Global SE - CAB	COC	39	212,925.00

IF NO OTHER AGENT IS SHOWN UNDER THE INSURANCE COMPANY NAME, THEN THE SUBMITTING PRODUCER (NAME AT RIGHT) IS SHOWN ON OUR RECORDS AS THE ISSUING AGENT OR BROKER OF RECORD.

AGENT OR BROKER SUBMITTING AGREEMENT
Marsh Canada Limited
120 Bremner Boulevard, Suite 800
Toronto, ON M5J 0A8
CA

CANCELLATION DATE

08/01/2025

MONTH/DAY/YEAR

MAILING DATE

07/29/2025

MONTH/DAY/YEAR

TO THE INSURANCE COMPANY NAMED ABOVE: The insured has DEFAULTED under the provisions of the above-numbered Contract. Pursuant to the mandate given us by the insured, we hereby CANCEL THE POLICY listed herein, AS OF THE CANCELLATION DATE SPECIFIED. The agent or broker through whom the policy was issued has been advised of this.

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By: _____
ACCOUNT ADMINISTRATION DEPT.

INSURANCE COMPANY NOTE : PLEASE ATTACH UNEARNED PREMIUM OR COMPLETE AND RETURN ONE COPY.

NOTE : IF BOX BELOW IS NOT FILLED IN, OUR RECORDS INDICATE THAT THE SUBMITTING PRODUCER IS THE ISSUING AGENT OR BROKER OF RECORD. PLEASE NOTIFY IF OTHERWISE.	REPORTING OFFICE OR AGENT WHO WILL SEND REFUND TO CAFO (NAME AND ADDRESS)	DATE OF CANCELLATION
AGENT ISSUING POLICY OR BROKER OF RECORD. (IF OTHER THAN ABOVE).		AMOUNT OF RETURN PREMIUM
	AUTHORIZED COMPANY OFFICIAL COMPLETING THIS FORM (NAME AND ADDRESS)	\$
	DATE:	DATE RETURN WILL BE SENT



170 University Avenue, Suite 601, Toronto, ON M5H 3B3
Tel: 800-387-1558

DUPLICATE

REF. TO THIS

ACCOUNT NO.

IN ALL CORRESPONDENCE

91-30-224739-9

NOTICE OF CANCELLATION

YOU ARE REMINDED THAT ANY OTHER PARTIES AT INTEREST (e.g. MORTGAGEE) SHOULD BE GIVEN PROPER NOTICE OF THIS CANCELLATION AS REQUIRED BY YOUR POLICY OR MORTGAGEE ENDORSEMENT .

INSURANCE COMPANY (NAME AND MAILING ADDRESS)

Marsh Canada Limited
120 Bremner Boulevard, Suite 800
Toronto, ON M5J 0A8
CA

BUYER (INSURED) NAME AND ADDRESS

1680 Brimley Limited Partnership through its
General Partner 2808908 Ontario Inc;
1706 - 5000 Yonge Street
Toronto, ON M2N 7E9
CA

SCHEDULE OF POLICIES

POLICY PREFIX AND NUMBER	EFFECTIVE DATE OF POLICY OR ANNUAL INSTALLMENT	FULL NAME OF INSURER AND GENERAL AGENT(S) * OTHER THAN SUBMITTING PRODUCER TO WHOM COPY OF THIS NOTICE WAS SENT	COVERAGE	POLICY TERM IN MONTHS COVERED BY PREM.	PREMIUM
			FIRE, AUTO MAR., I.M., CAS.		
BOWCI2451901	08/27/2024	Lloyds of London Marsh Canada Limited 120 Bremner Boulevard, Suite 800 Toronto, ON M5J 0A8 CA	WRAP	36	394,545.00

IF NO OTHER AGENT IS SHOWN UNDER THE INSURANCE COMPANY NAME, THEN THE SUBMITTING PRODUCER (NAME AT RIGHT) IS SHOWN ON OUR RECORDS AS THE ISSUING AGENT OR BROKER OF RECORD.

AGENT OR BROKER SUBMITTING AGREEMENT

Marsh Canada Limited
120 Bremner Boulevard, Suite 800
Toronto, ON M5J 0A8
CA

CANCELLATION DATE

08/01/2025

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		AMOUNT OF RETURN PREMIUM	
	AUTHORIZED COMPANY OFFICIAL COMPLETING THIS FORM (NAME AND ADDRESS)	\$	
		DATE RETURN WILL BE SENT	
AGENT ISSUING POLICY OR BROKER OF RECORD. (IF OTHER THAN ABOVE).			
DATE:			



170 University Avenue, Suite 601, Toronto, ON M5H 3B3
Tel: 800-387-1558

DUPLICATE

REPLACE THIS

ACCOUNT NO.

IN ALL CORRESPONDENCE

91-30-224739-9

NOTICE OF CANCELLATION

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INSURANCE COMPANY (NAME AND MAILING ADDRESS)

Liberty Mutual Insurance Company - CAB
181 Bay Street Suite 900
Bay Wellington Tower
Toronto, ON M5J 2T3
CA

BUYER (INSURED) NAME AND ADDRESS

1680 Brimley Limited Partnership through its
General Partner 2808908 Ontario Inc;
1706 - 5000 Yonge Street
Toronto, ON M2N 7E9
CA

SCHEDULE OF POLICIES

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				FIRE, AUTO MAR., I.M., CAS.		
X	CCTOAC3SND024	08/15/2024	Liberty Mutual Insurance Company - CAB	COC	39	266,156.25
	UB1TOIA35OXI24	08/27/2024	Liberty Mutual Insurance Company - CAB	POLL	36	62,770.00

IF NO OTHER AGENT IS SHOWN UNDER THE INSURANCE COMPANY NAME, THEN THE SUBMITTING PRODUCER (NAME AT RIGHT) IS SHOWN ON OUR RECORDS AS THE ISSUING AGENT OR BROKER OF RECORD.

AGENT OR BROKER SUBMITTING AGREEMENT
Marsh Canada Limited
120 Bremner Boulevard, Suite 800
Toronto, ON M5J 0A8
CA

CANCELLATION DATE

08/01/2025

MONTH/DAY/YEAR

MAILING DATE

07/29/2025

MONTH/DAY/YEAR

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By: _____
ACCOUNT ADMINISTRATION DEPT.

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AGENT ISSUING POLICY OR BROKER OF RECORD. (IF OTHER THAN ABOVE).			
DATE:			



170 University Avenue, Suite 601, Toronto, ON M5H 3B3
Tel: 800-387-1558

DUPLICATE

REF: 169 THIS

ACCOUNT NO.

IN ALL CORRESPONDENCE

91-30-224739-9

NOTICE OF CANCELLATION

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INSURANCE COMPANY (NAME AND MAILING ADDRESS)

Liberty Mutual Insurance Company - CAB
181 Bay Street Suite 900
Bay Wellington Tower
Toronto, ON M5J 2T3
CA

BUYER (INSURED) NAME AND ADDRESS

1680 Brimley Limited Partnership through its
General Partner 2808908 Ontario Inc;
1706 - 5000 Yonge Street
Toronto, ON M2N 7E9
CA

SCHEDULE OF POLICIES

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			FIRE, AUTO MAR., I.M., CAS.		
CCTOAC3SND024	08/15/2024	Liberty Mutual Insurance Company - CAB	COC	39	266,156.25
X UB1TOIA35OXI24	08/27/2024	Liberty Mutual Insurance Company - CAB	POLL	36	62,770.00

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AGENT OR BROKER SUBMITTING AGREEMENT
Marsh Canada Limited
120 Bremner Boulevard, Suite 800
Toronto, ON M5J 0A8
CA

CANCELLATION DATE

08/01/2025

MONTH/DAY/YEAR

MAILING DATE

07/29/2025

MONTH/DAY/YEAR

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170 University Avenue, Suite 601, Toronto, ON M5H 3B3
Tel: 800-387-1558

DUPLICATE

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IN ALL CORRESPONDENCE

91-30-224739-9

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INSURANCE COMPANY (NAME AND MAILING ADDRESS)

XL Specialty Insurance Company And Catlin Canada
First Canadian Place
3020 - 100 King Street West
Toronto, ON M5X 1C9
CA

BUYER (INSURED) NAME AND ADDRESS

1680 Brimley Limited Partnership through its
General Partner 2808908 Ontario Inc;
1706 - 5000 Yonge Street
Toronto, ON M2N 7E9
CA

SCHEDULE OF POLICIES

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			FIRE, AUTO MAR., I.M., CAS.		
X CCTOAC3SND024	08/27/2024	XL Specialty Insurance Company And Catlin Canada	COC	39	159,693.75

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AGENT OR BROKER SUBMITTING AGREEMENT
Marsh Canada Limited
120 Bremner Boulevard, Suite 800
Toronto, ON M5J 0A8
CA

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INSURANCE COMPANY (NAME AND MAILING ADDRESS)

Intact Insurance Company
700 University Ave 16th Floor
Toronto, ON M5G 0A1
CA

BUYER (INSURED) NAME AND ADDRESS

1680 Brimley Limited Partnership through its
General Partner 2808908 Ontario Inc;
1706 - 5000 Yonge Street
Toronto, ON M2N 7E9
CA

SCHEDULE OF POLICIES

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			FIRE, AUTO MAR, I.M., CAS.		
X CCTOAC3SND024	08/27/2024	Intact Insurance Company	COC	39	266,156.25

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Toronto, ON M5J 0A8
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		AMOUNT OF RETURN PREMIUM
	AUTHORIZED COMPANY OFFICIAL COMPLETING THIS FORM (NAME AND ADDRESS)	\$
	DATE:	DATE RETURN WILL BE SENT

APPENDIX "S"

Nisan Thurairatnam

From: Gustavo Camelino <gcamelino@clegal.ca>
Sent: Monday, June 8, 2026 9:56 AM
To: Philip Cho
Cc: Thomas Harding
Subject: RE: UBC Solutions Inc. v 1680 Brimley Limited Partnership

[External Message]

Good morning Phil,

I have discussed your email below with my client and am advised as follows:

1. The borrower empowered its broker to request additional amounts on its behalf pursuant to paragraph 6 of the PIC which provides in part as follows:
"(6) ADDITIONAL AMOUNTS:The Insured or its agent may request that CAFO finance any additional premiums and, if CAFO agrees to do so, as documented by a notice of acceptance, this agreement shall be deemed amended accordingly..."
2. The Liberty Premium referenced both in the Notice of Financed Premium and in the attachment to the email is the same policy. The policy number was too long for the attachment and as such it truncated the last three digits of the policy.

I trust this is satisfactory.

Let me know.

Gus

Gustavo F. Camelino
Partner
Direct: 416-306-3834
www.clegal.ca

From: Philip Cho
Sent: Friday, June 5, 2026 3:19 PM
To: Gustavo Camelino
Cc: Thomas Harding
Subject: RE: UBC Solutions Inc. v 1680 Brimley Limited Partnership

Hi Gus, thanks for this.

A couple of additional clarification points please:

1. In the attachment “2024-10-29 – Email Additional Premium.pdf” the alteration document on page 4 of the PDF lists the policy No. “CCTOAC3SND” beginning 08/15/2024 as the policy which Liberty is to be added to. The policy number in the second attachment entitled “2024-10-31 – Notice of Financed Premium Liberty.pdf” lists the associated policy No. “CCTOAC3SND024” which differs from the policy number listed in the first attachment. I’m assuming this suffix of 024 is not indicative of a different policy? Please confirm.
2. Do you have something from the Insured agreeing to add this premium under the PIC? I see that the broker “authorized” through email, but in the PIC, the insured signed the document. Wouldn’t we want to see something signed by the insured for the purposes of binding the insured, particularly in relation to the assignment as security provision?

Given that the broker is the only person on the email chain with CAFO, and the insured was not copied on the email chain, I think I need to make inquiries on that change to the PIC. Is there some basis on which you think this email can be taken at face value? I’ve looked at the terms in the PIC relating to the broker and don’t see any such authority given to the broker.

PHILIP CHO | Partner | T. 416-619-6296 | C. 647-638-7828 | pcho@weirfoulds.com

WeirFoulds LLP

66 Wellington Street West, Suite 4100, P.O. Box 35, TD Bank Tower, Toronto, Ontario, Canada. M5K 1B7 | T. 416-365-1110 | F. 416-365-1876 | www.weirfoulds.com

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From: Gustavo Camelino <gcamelino@clegal.ca>

Sent: June 4, 2026 9:10 AM

To: Philip Cho <pcho@weirfoulds.com>

Cc: Thomas Harding <tharding@weirfoulds.com>

Subject: RE: UBC Solutions Inc. v 1680 Brimley Limited Partnership

[External Message]

Phil,

Thanks for this. I have reviewed it and it turns out that the original PIC did not include the Liberty Insurance portion of the COC policy. It does list a policy of pollution insurance (Policy No. UB1TOIA35OX124) which is not cancellable and therefore not relevant at this time. I inadvertently forgot to send you two additional documents that incorporated Liberty Mutual's portion of the COC: (1) an email exchange between CAFO and the borrower's broker in which the latter accepts the attach form of a notice of acceptance from CAFO to 1680 Brimley regarding the alteration to include the Liberty COC Policy; and (2) a Notice of Financed Premium sent to Liberty related to the COC Policy on October 31, 2024.

I trust that is satisfactory?

Gus

Gustavo F. Camelino

Partner

Direct: 416-306-3834

www.cglegal.ca

From: Philip Cho <pcho@weirfoulds.com>

Sent: Wednesday, June 3, 2026 5:17 PM

To: Gustavo Camelino <gcamelino@cglegal.ca>

Cc: Thomas Harding <tharding@weirfoulds.com>

Subject: RE: UBC Solutions Inc. v 1680 Brimley Limited Partnership

Gus, further to our voicemails traded today, in our review, we noted something and are hoping for your clarification.

In your email sent May 8, 2026, you included four attachments:

1. Your "Letter to Counsel (PIC)" addressed to me
2. TAB A - the Premium Installment Contract
3. TAB B – Notice of Financed Premium, and
4. TAB C – Notice of Cancellation.

In your letter, you referenced a "COC policy bearing the policy number CCTOAC3SND024...issued by Liberty Insurance is the lead insurer along with a number of others" as one of the two relevant policies to the matter. However, I do not see any Liberty Insurance policy with the number CCTOAC3SND024 listed in TAB A, which contains the schedule of policies within the PIC. In the PIC, the only Liberty Mutual Insurance policy shown is UB1TOIA35OXI24, and no policy number matching what was stated in the Letter to Counsel appears there.

In TAB B and TAB C (the Notice of Financed Premium and Notice of Cancellation), both policy numbers (CCTOAC3SND024 and UB1TOIA35OXI24) appear under Liberty Mutual Insurance.

Could you please clarify this discrepancy regarding the missing Liberty Mutual Insurance policy CCTOAC3SND024 in the PIC agreement?

As it stands now, it appears that there is a Notice of Financed Premium and corresponding Notice of Cancellation for a premium in favour of Liberty Mutual that was not included in the PIC.

PHILIP CHO | Partner | T. 416-619-6296 | C. 647-638-7828 | pcho@weirfoulds.com

WeirFoulds LLP

66 Wellington Street West, Suite 4100, P.O. Box 35, TD Bank Tower, Toronto, Ontario, Canada. M5K 1B7 | T. 416-365-1110 | F. 416-365-1876 | www.weirfoulds.com

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From: Gustavo Camelino <gcamelino@clegal.ca>

Sent: June 2, 2026 9:22 AM

To: Philip Cho <pcho@weirfoulds.com>

Subject: RE: UBC Solutions Inc. v 1680 Brimley Limited Partnership

[External Message]

Phil:

Do you expect to receive instructions regarding the refunded premiums this week?

Gus

Gustavo F. Camelino

Partner

Direct: 416-306-3834

www.clegal.ca

From: Philip Cho <pcho@weirfoulds.com>
Sent: Friday, May 22, 2026 10:02 AM
To: Gustavo Camelino <gcamelino@clegal.ca>
Subject: RE: UBC Solutions Inc. v 1680 Brimley Limited Partnership

This is totally on me. I will action this now and hope to have an update for you next week.

Have a great weekend!

PHILIP CHO | Partner | T. 416-619-6296 | C. 647-638-7828 | pcho@weirfoulds.com

WeirFoulds LLP

66 Wellington Street West, Suite 4100, P.O. Box 35, TD Bank Tower, Toronto, Ontario, Canada. M5K 1B7 | T. 416-365-1110 | F. 416-365-1876 | www.weirfoulds.com

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From: Gustavo Camelino <gcamelino@clegal.ca>
Sent: May 22, 2026 8:55 AM
To: Philip Cho <pcho@weirfoulds.com>
Subject: RE: UBC Solutions Inc. v 1680 Brimley Limited Partnership

[External Message]

Phil:

I am just following up with you with respect to this matter. Do you expect to receive instructions soon?

Gus

Gustavo F. Camelino
Partner

Direct: 416-306-3834

www.cglegal.ca

From: Philip Cho <pcho@weirfoulds.com>

Sent: Friday, May 8, 2026 6:09 PM

To: Gustavo Camelino <gcamelino@cglegal.ca>

Subject: RE: UBC Solutions Inc. v 1680 Brimley Limited Partnership

Thank you Gus. I'll review and revert back next week. Have a great weekend!

PHILIP CHO | Partner | T. 416-619-6296 | C. 647-638-7828 | pcho@weirfoulds.com

WeirFoulds LLP

66 Wellington Street West, Suite 4100, P.O. Box 35, TD Bank Tower, Toronto, Ontario, Canada. M5K 1B7 | T. 416-365-1110 | F. 416-365-1876 |

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From: Gustavo Camelino <gcamelino@cglegal.ca>

Sent: May 8, 2026 1:24 PM

To: Philip Cho <pcho@weirfoulds.com>

Subject: UBC Solutions Inc. v 1680 Brimley Limited Partnership

[External Message]

Phil:

Please see attached as discussed. Let me know if you require anything further.

Gus

Gustavo F. Camelino

Partner



65 Queen Street West, Suite 440

Toronto, ON M5H 2M5

Tel: 416.306.3834

Fax: 416.306.3820

gcamelino@clegal.ca

www.clegal.ca

.....
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APPENDIX "T"

**IN THE MATTER OF THE RECEIVERSHIP OF 1680 BRIMLEY LIMITED PARTNERSHIP,
2808908 ONTARIO INC. AND BRIMLEY PROGRESS DEVELOPMENTS INC.
RECEIVER'S INTERIM STATEMENT OF RECEIPTS AND DISBURSEMENTS
FOR THE PERIOD SEPTEMBER 10, 2025 TO JUNE 26, 2026**

RECEIPTS

Advance from secured creditor (Note 1)	\$ 350,000
Transfer from Astro Excavating	1,695
Cash in bank	1,392
Interest	754
Total receipts	\$ <u>353,841</u>

DISBURSEMENTS

Outside consulting - Tarra Engineering (Note 2)	\$ 21,000
Repairs and maintenance	6,718
Insurance	5,000
Snow removal	4,608
CMHC fees (Note 3)	4,176
Security	4,078
Utilities	308
Receiver's fees	178,734
Legal fees	54,255
HST/PST paid	35,609
Miscellaneous (bank charges, OSB fee, Ascend license fee, redirection of mail, mileage, other)	1,624
Total disbursements	\$ <u>316,111</u>
EXCESS OF RECEIPTS OVER DISBURSEMENTS	\$ <u><u>37,730</u></u>

NOTES:

1. Represents advances from Carpenter's Regional Council secured by Receiver's Certificates No. 1, 2, 3 and 4.
2. Represents payments to Tarra Engineering for ongoing weekly monitoring of the shoring system at the Real Property.
3. Payment to CMHC in order to keep the Certificate of Insurance in good standing during the receivership.

APPENDIX "U"

Court File No.: CV-25-00740765-00CL

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

B E T W E E N:

UBC SOLUTIONS INCORPORATED

Applicant

- and -

**1680 BRIMLEY LIMITED PARTNERSHIP, 2808908 ONTARIO INC. and
BRIMLEY PROGRESS DEVELOPMENTS INC.**

Respondents

**AFFIDAVIT OF BRYAN A. TANNENBAUM
(Sworn June 29, 2026)**

**I, BRYAN A. TANNENBAUM, of the City of Toronto, in the Province of Ontario,
MAKE OATH AND SAY:**

1. I am a Managing Director of TDB Restructuring Limited (“**TDB**”) and as such I have personal knowledge of the matters to which I hereinafter depose, save and except those matters based upon information and belief, in which case I have stated the source of such facts, all of which I verily believe to be true.
2. Pursuant to an order of the Court dated September 10, 2025 (the “**Appointment Order**”), TDB was appointed receiver and manager (the “**Receiver**”), without security, of 1680 Brimley Limited Partnership, 2808908 Ontario Inc. and Brimley Progress Developments Inc. (collectively, the “**Debtors**”), including the real property legally described in Schedule “A” to the Appointment Order (collectively, the “**Real Property**”),

and all other property, assets and undertakings relating thereto, acquired for, or used in relation to a business carried on by the Debtors.

3. Attached hereto and marked as **Exhibit "A"** to this affidavit are copies of invoices issued by the Receiver for fees and disbursements incurred by the Receiver in respect of the receivership proceedings from March 7, 2025, to May 31, 2026 (the "**Period**"). The total fees charged for the Period are \$220,819.50, the disbursements are \$33.42, plus HST of \$28,710.88 for a total of \$249,563.80. The average hourly rate charged during the Period was \$481.19.

4. The invoices are a fair and accurate description of the services provided and the amounts charged by the Receiver for the Period.

5. Attached hereto and marked as **Exhibit "B"** is a schedule summarizing the invoices in Exhibit "A", the total billable hours charged, the total fees charged and the average hourly rate charged.

6. I make this affidavit in support of a motion for an Order approving the Receiver's fees and disbursements and for no other or improper purpose.

SWORN REMOTELY BEFORE ME via)
videoconference by Bryan A.)
Tannenbaum, at the City of Toronto in)
the Province of Ontario, on June 29,
2026, in accordance with O. Reg.
431/20, Administering Oath of
Declaration Remotely



A Commissioner, etc.

Arif Nazareli Dhanani,
a Commissioner, etc., Province of Ontario,
for TDB Restructuring Limited.
Expires May 27, 2036.



Signer ID: ZRRWRPZN24...

BRYAN A. TANNENBAUM

**THIS IS EXHIBIT "A" REFERRED TO IN THE
AFFIDAVIT OF BRYAN A. TANNENBAUM SWORN
REMOTELY BEFORE ME THIS 29th DAY OF JUNE 2026**



A Commissioner, etc.

**Arif Nazarali Dhanani,
a Commissioner, etc., Province of Ontario,
for TDB Restructuring Limited.
Expires May 27, 2036.**



To TDB Restructuring Limited
 Court-Appointed Receiver of 1680 Brimley Limited Partnership,
 2808908 Ontario Inc. and Brimley Progress Developments Inc.
 11 King Street West, Suite 700
 Toronto, ON M5H 4C7

TDB Restructuring Limited

Court-Appointed Receiver

11 King St. W, Suite 700
 Toronto, ON M5H 4C7

info@tdbadvisory.ca

416-575-4440

416-915-6228

tdbadvisory.ca

Date October 28, 2025

Client File 68-001

Invoice TDB #1

No. 2510030

For professional services rendered with respect to the appointment of TDB Restructuring Limited as Court-Appointed Receiver of 1680 Brimley Limited Partnership, 2808908 Ontario Inc. and Brimley Progress Developments Inc. (collectively, the "Debtors") for the period March 7, 2025 to September 30, 2025.

Date	Professional	Description
3/7/2025	Bryan Tannenbaum	Teams call with secured lender representative and their counsel, B. Masters of Rousseau Mazzuca LLP, P. Cho of WeirFoulds LLP and A. Dhanani regarding background and appointment; post-meeting call with A. Dhanani.
3/7/2025	Arif Dhanani	Attend virtual meeting with Rousseau Mazzuca, UBC Solutions Incorporated ("UBC"), P. Cho and B. Tannenbaum; post-meeting call with B. Tannenbaum.
3/10/2025	Arif Dhanani	Call with P. Cho.
4/15/2025	Arif Dhanani	Brief review of consent to act to be signed by Receiver and notice of application sent by B. Masters.
5/13/2025	Arif Dhanani	Review of various emails amongst Rousseau Mazzuca, WeirFoulds and B. Tannenbaum; review of application record and affidavit of S. Chedas served by Rousseau Mazzuca.
6/3/2025	Arif Dhanani	Brief review of reply record of the respondent.
6/5/2025	Arif Dhanani	Brief review of respondents supplemental record.
6/6/2025	Arif Dhanani	Call with B. Masters, M. Mazzuca and B. Tannenbaum re Debtors reply affidavit and supplement thereto and next steps.
6/6/2025	Bryan Tannenbaum	Call with B. Masters, M. Mazzuca and A. Dhanani re Debtors reply affidavit and supplement thereto and next steps.
6/9/2025	Arif Dhanani	Review of email exchange between P. Cho and B. Masters re reply record supplement from the Debtor.
6/11/2025	Arif Dhanani	Brief review of reply application record of the Applicant.
6/17/2025	Arif Dhanani	Review court hearing details and email to B. Tannenbaum in this regard.
6/18/2025	Bryan Tannenbaum	Attend court re adjournment to September 2025; receipt and review of Endorsement.
6/18/2025	Arif Dhanani	Attend court hearing in relation to receivership, agreement for deferral of same and next steps.
8/13/2025	Bryan Tannenbaum	Telephone call from B. Masters re status, credit bid scenario, guarantor issues; review of B. Masters email re meeting for September 11 or 12.

October 28, 2025
TDB #1
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Date	Professional	Description
9/10/2025	Arif Dhanani	Attend Court hearing for appointment of Receiver; emails to/from P. Cho re Receiver's URL for appointment order.
9/10/2025	Bryan Tannenbaum	Receipt and review of Court Order and Endorsement; telephone call with A. Dhanani re court attendance; telephone call with N. Thuraiaratnam re mandate.
9/10/2025	Nisan Thuraiaratnam	Attend a call with B. Tannenbaum re mandate; receipt and review of application record, Endorsement and Order; send email to T. Irshad re file.
9/11/2025	Tanveel Irshad	Brief review of court materials.
9/11/2025	Nisan Thuraiaratnam	Call with B. Tannenbaum re mandate; email to P. Cho to register the Order on title; attend a call with T. Irshad re next steps for mandate and information request; review and edit information request; review email re need for locks to be changed.
9/11/2025	Donna Nishimura	Create webpage and post Appointment Order, Endorsement and Application Record to the client webpage on the TDB website.
9/11/2025	Tanveel Irshad	Further review of court materials; call with N. Thuraiaratnam to present next steps; prepare information request to the Debtors; review comments and update same; email same to the Debtors; emails with P. Cho re contact information of the Debtors' principals; call and email with G. Abbiento of Pronto GC to coordinate attendance at the Real Property and to secure same; email to N. Thuraiaratnam to ask secured lender for insurance information relating to the Real Property; arrange for establishment of case webpage.
9/12/2025	Arif Dhanani	Review of pictures of Real Property site taken by B. Tannenbaum; review of emails from N. Thuraiaratnam and T. Irshad to B. Tannenbaum re matters to consider based on pictures and email to all regarding further point on site pictures and pending matters; call with T. Irshad re attendance at Debtors premises and considerations with regard to same; review of emails from T. Irshad to TMP Fence and Live Patrol; review of email from B. Masters to N. Thuraiaratnam on various matters, including, among other things, financial information, consultant reports and properties controlled by M. H. Jain.
9/12/2025	Nisan Thuraiaratnam	Receipt and review of photos of the Real Property taken by B. Tannenbaum; send email to group re comments on same; attend a call with T. Irshad re same; prepare for and attend a call with M. Mazzuca, B. Masters, P. Cho, F. Bassong, B. Tannenbaum and S. Chedas; attend to several planning emails internally re possession and security of the leased premises and the Real Property; send very detailed email to team re next steps; receipt and review of insurance documents; bank details; financial statements; PWC enforcement document; review of several corporate profile searches; review real estate valuation reports/letters.
9/12/2025	Tanveel Irshad	Arrange for Real Property to be secured by contractor; review photos of the Real Property; discuss same with N. Thuraiaratnam; email to B. Tannenbaum with my comments and next steps; review email from A. Dhanani re questions to consider; research and carefully consider attendance at Debtors' head offices; discuss same with A. Dhanani; response email sent; coordinate attendance with N. Thuraiaratnam; call with Live Patrol re securing of the Real Property and detailed email to same; coordinate change of locks with locksmith; call with TMP Fence re whether they fenced the Real Property; detailed email to same; review detailed email from N. Thuraiaratnam re next steps; review insurance policy and banking information; call from same; call with contractor for items to consider during his attendance on Monday; call and leave message to T. Tertigas of Tert & Ross Ltd.
9/12/2025	Bryan Tannenbaum	Attend at property to view and take pictures; email to Team regarding same for possessory duties; attend Zoom call with Rousseau Mazzuca (B. Masters/M. Mazzuca), WeirFoulds (P. Cho/F. Bassong) and UBC (S. Chedes/S. Weisman/T. Cardinal/Pat) and N. Thuraiaratnam to organize and kick off

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TDB #1
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Date	Professional	Description
		appointment with discussion of action plan and Receiver's duties and responsibilities.
9/15/2025	Arif Dhanani	Review of email from S. Keyzer of Colliers re interest in submitting listing proposal; review of letter drafted by T. Irshad to Scotiabank to freeze Debtor's account, comment on same, sign and send to T. Irshad to send to Scotiabank; review of email from P. Cho with documents to be posted to Receiver's website; email to D. Nishimura with instructions on posting documents to Receiver's website.
9/15/2025	Jennifer Hornbostel	Request bank account.
9/15/2025	Donna Nishimura	Post Respondents' Record, Supplemental Respondents' Record, Third Supplemental Affidavit of Hans Jain, 2 Endorsements and an updated Appointment Order to the client webpage on the TDB website; input information in Interview in Ascend.
9/15/2025	Tanveel Irshad	Call with insurance broker to understand policy coverage and that it is the lender's policy; email to B. Masters to request for copy of Debtors' insurance policy; contact Debtor's bank, Scotiabank to obtain manager's contact information; prepare and send letter to Scotiabank; review response email; email to Tert & Ross re attendance tomorrow and potential need for their services; discuss same with B. Tannenbaum; call from Tert & Ross to discuss attendance tomorrow; emails with D. Nishimura and J. Hornbostel re banking, Ascend and mail forwarding; review of Debtors' insurance policy; contact insurance broker for agent's contact details; email same to confirm whether policy is active and paid; multiple calls from G. Abbiento of Pronto GC re his attendance at the Real Property today; call to PowerPorts re their containers located at the Real Property; review of email from B. Masters re entered Appointment Order; arrange for same to be posted on website; prepare S.245 notice; call from PowerPorts re additional questions and concerns.
9/15/2025	Nisan Thurairatnam	Receipt and review of several emails from realtors re interest of the property; receipt and review of emails re insurance; review letter to Scotiabank and email to branch manager; correspond with interested party re interest in the property; review emails re mail forwarding.
9/15/2025	Bryan Tannenbaum	Receipt and review of B. Masters email attaching loan policy, wire payment details of Debtor, financial statement and consultants reports; emails from realtors wanting to submit proposals (F. Protomanni of CBRE; Mike C. of CBRE; S. Keyzer of Colliers); telephone call from P. DeGuere re wanting to submit a proposal; email from T. Irshad to B. Masters re insurance status; discuss with T. Irshad re potential need for Tert & Ross for attendance at leased premises.
9/16/2025	Nisan Thurairatnam	Prepare for attendance at both leased locations; attend to Carlaw property and speak to other tenants in nearby units; drive to property management office and speak to property manager re unit at Carlaw; call with realtor offering the property for lease; attend Yonge St. leased location, speak with property management re timing of Debtors vacating the premises and tour the unit; discuss next steps with T. Irshad.
9/16/2025	Tanveel Irshad	Review of email from T. Tertigas re confirmation of availability to attend leased premises; prepare for attendance at leased premises; review and respond to previous insurance broker; calls from G. Abbiento re need for second attendance today to change construction trailer lots; attend leased premises in Toronto and North York; emails to realtor and property manager for Toronto leased premise re access to premises; discuss preparation of memo with N. Thurairatnam; arrange for posting of Second Supplemental Respondents' Record and Reply Application Record of the Applicant; review response letter from Debtors' counsel; review registered order on title.

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TDB #1
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Date	Professional	Description
9/16/2025	Bryan Tannenbaum	Receipt and review of B. Moldaver of Moldaver Barristers email letter re information request of Debtor; receipt and review of P. Cho email re receiving order registered on title.
9/16/2025	Jennifer Hornbostel	Set up banking and templates.
9/17/2025	Arif Dhanani	Review of email from Moldaver Barristers, including letter attached thereto, regarding Receiver's information request and timing of delivery of information.
9/17/2025	Donna Nishimura	Post Reply Application Record of the Applicant and Second Supplemental Respondents' Record to the client webpage on the TDB website.
9/17/2025	Tanveel Irshad	Prepare memo to file re attendance at Debtors' leased premises yesterday; follow up with Scotiabank; call with Marsh re the Debtors' previous policy with them; email to City planner re request for planning documents; follow up with J. Hornbostel re mail forwarding; call from Platform Insurance re potential policy with them; complete mail forwarding with J. Hornbostel; discuss status of insurance and request for funding with N. Thurairatnam; request for insurance proposals sent to three brokers; follow up with TMP Fence; updates to S.245 notice and mailing list; call from Hub Insurance re quote; share photos of Real Property with same; call from G. Abbiento re status of his attendances at the Real Property; review and respond to email from A. Coluccio re information requested for quote; review and respond to Scotiabank representative; review of quote from Hub Insurance.
9/17/2025	Nisan Thurairatnam	Review memo re attendance at the Debtors' leased premises; attend to insurance matters; discussion with B. Tannenbaum re sale process; confirm banking and mail redirection; confirm status of S.245/246 notice.
9/17/2025	Bryan Tannenbaum	Discussion with N. Thurairatnam re sale process.
9/18/2025	Tanveel Irshad	Call from Platform Insurance re status of previous policy; review and respond to C. Donnelly re additional information required for quote; call with C. Donnelly re same; call from G. Abbiento re potential removal of garbage; review of photos taken by G. Abbiento; call from N. Thurairatnam to review S.245 notice; finalize, assemble and arrange for signature and delivery of same; follow up with FCA re insurance quote; review email from P. Johnson of the City of Toronto; email to C. Donnelly for written quote; prepare summary of insurance proposals; update email internally re status of insurance.
9/18/2025	Bryan Tannenbaum	Review and sign S.245 notice; teams call with UBC (S. Chedes/S. Wiseman/P. Bono/T. Cardinal), Rousseau Mazzuca (B. Masters/M. Mazzuca), WeirFoulds (P. Cho/W. Jaskiewicz/F. Bassong) and N. Thurairatnam re status, possession, preservation order, CMHC, sale process, City permits, construction liens, funding; subsequent debriefing call with WeirFoulds; various emails re insurance premiums.
9/18/2025	Jennifer Hornbostel	Mail Notice and Statement of Receiver and prepare affidavit of mailing.
9/18/2025	Nisan Thurairatnam	Email to J. Hornbostel re mailing; review and edit S.245/246 notice; prepare for and attend a teams call with UBC Team (S. Chedes/S. Wiseman/P. Bono/T. Cardinal), Rousseau Mazzuca (B. Masters/M. Mazzuca), WeirFoulds (P. Cho/W. Jaskiewicz/F. Bassong) and B. Tannenbaum re status, possession, preservation order, CMHC, sale process, City permits, construction liens, funding; subsequent debriefing call with WeirFoulds; various emails re insurance premiums; attend to several emails re insurance; email with Scotiabank re the accounts held by the Debtors; review 12-month historical bank statement.
9/19/2025	Tanveel Irshad	Update summary of insurance proposals, circulate internally and provide my recommendation; further emails thereto; review and respond to A. Coluccio; review email re potential property manager; email to C. Donnelly re any subjectivities the insurer may have; further emails thereto; emails with

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Date	Professional	Description
		Scotiabank representative; email other insurance brokers that they were not selected; call from one of the brokers re request for feedback.
9/19/2025	Bryan Tannenbaum	Receipt and review of K. Dynes of City of Toronto email attaching planning documents; receipt and review of BNS bank statements.
9/19/2025	Nisan Thurairatnam	Attend a call with B. Masters re options for stalking horse vs credit bid; discuss background of the Union and re the project; discuss funding request; review summary of insurance and approve T. Irshad's recommendation; review emails with Scotiabank and email to B. Tannenbaum and A. Dhanani re need to keep account open.
9/22/2025	Tanveel Irshad	Conduct transaction review from bank statements; email internally re same; emails with R. Ahmed re request for clarity on withdrawal; review emails re Debtors' potential new head office; review email to counsel re corporate search on entities, funds have been transferred to; review and respond to email with attachments from insurance broker re invoice, consent form and mandatory disclosures; arrange for payment of insurance premium when funds are available.
9/22/2025	Nisan Thurairatnam	Receipt and review of banking transactions from account statement provided by Scotiabank; start tracking document; send email to T. Irshad re transaction exercise; review summary of transaction; email to counsel re need for corporate searches; review email from W. Jaskiewicz re contact with Debtors' counsel; respond re information on office location; respond to W. Jaskiewicz re attending leased premises tomorrow.
9/22/2025	Bryan Tannenbaum	Receipt and review of various emails re review of bank statement disbursements; supervision.
9/22/2025	Jennifer Hornbostel	Prepare payment.
9/23/2025	Arif Dhanani	Review of email exchange between Scotiabank and T. Irshad re bank statements and transaction with RBC; review of various emails regarding insurance, including insurance quote summary; review of documents sent by Scotiabank with respect to addition of Receiver's representatives as signing authorities to 1680 Brimley Partnership account, complete details and sign same and send to B. Tannenbaum for signature; review of site attendance memo drafted by N. Thurairatnam.
9/23/2025	Tanveel Irshad	Review of signed privacy consent form for insurance broker; email insurance broker re same; calls from N. Thurairatnam re his attendance at head office; review website for Atria to determine same; email signed documents to Scotiabank re change in signatories; review of memo from N. Thurairatnam re his attendance at head office today; review of B. Masters' email re registered owner of 276 Carlaw Ave; research party that funds were transferred to from the Debtor; email internally re same; review email from B. Masters' re relation between Atria and the Debtors.
9/23/2025	Nisan Thurairatnam	Review email from A. Dhanani re broker reaching out for proposal; respond re same; travel to and from new found premises of 274 Carlaw for parent company of the Debtors; meet with the property manager; walk the building; meet with V. Jain - younger brother to Hans Jain and a VP of Atria Developments; attend a call with B. Masters re findings; prepare memo to the file; research the buildings and the property management company; arrange meeting with WeirFoulds; receipt and review of email from B. Masters with details on connections between the Debtors and the related entities at 276 Carlaw; review corporate searches and documents thereto; receipt and review of corporate search on party that funds were transferred to from the bank statement.
9/23/2025	Bryan Tannenbaum	Receipt and review of N. Thurairatnam email re his attendance at another location; review of this email to WeirFoulds.

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Date	Professional	Description
9/24/2025	Arif Dhanani	Call with B. Masters, W. Jaskiewicz and N. Thuraiatnam re attendance on site on September 23, 2025 and status of Debtor's response to information requested.
9/24/2025	Tanveel Irshad	Receipt and review of email from R. Ahmed re status of bank statements; call from Marsh re policy in place; email Receiver's Notice and Statement to same; meeting with N. Thuraiatnam re all aspects of mandate; briefly review information and documents provided by B. Masters; provide access to shared folder with counsel; prepare letter to Bogart Robertson and Chu LLP re transfer of funds; call with G. Abbiento re status of books and records; discuss same with N. Thuraiatnam; meeting with N. Thuraiatnam re bank tracing and letter to Debtor's counsel on tranche c proceeds.
9/24/2025	Nisan Thuraiatnam	Discuss the books and records found on site with T. Irshad; discuss dumpster on site and site trailer; meeting with T. Irshad re bank tracing and letter to Debtor's counsel on tranche c proceeds; review the historical financial statements; prepare for and attend a call with B. Masters, A. Dhanani and W. Jaskiewicz re books and records search and re site attendance.
9/25/2025	Arif Dhanani	Review of email and attachments thereto received from H. Jain and summarize same in an email to B. Tannenbaum and N. Thuraiatnam with comments thereon; review of email from B. Tannenbaum to H. Jain; review of further email from B. Tannenbaum re letter from H. Jain and respond thereto.
9/25/2025	Tanveel Irshad	Provide access to counsel to shared folder; call from N. Thuraiatnam re request for funding from the lender; email to B. Masters re details for Receiver's Certificate; call from G. Abbiento re books and records.
9/25/2025	Nisan Thuraiatnam	Receipt and review of letter from H. Jain; review attached documents; review A. Dhanani's comments on same; send to WeirFoulds and Rousseau Mazzuca; receipt and review of response from B. Masters and attachments thereto; review W. Jaskiewicz email and response from A. Dhanani; call with T. Irshad re request for funding from the lender.
9/25/2025	Bryan Tannenbaum	Receipt and review of H. Jain email requesting a meeting; response sent acknowledging his email and following up on our information request; forward to counsel; receipt and review of A. Dhanani email; with comments re same; receipt and review of B. Masters email commenting on email from H. Jain; email to H. Jain and response re meeting and information request; receipt and review of W. Jaskiewicz email with comments/advice on H. Jain email.
9/26/2025	Nisan Thuraiatnam	Review email from T. Irshad re funding; receipt and review of all documents provided by the City regarding the Real Property, including the agreements between the Debtors and the City; review emails re RVO previously done in a BC court; discuss RFPs with B. Tannenbaum.
9/26/2025	Bryan Tannenbaum	Discuss RFPs with N. Thuraiatnam.
9/29/2025	Tanveel Irshad	Receipt and review of follow up email to counsel to Debtor re information request.
9/29/2025	Nisan Thuraiatnam	Follow up with B. Moldaver re no documents provided re books and records.
9/30/2025	Nisan Thuraiatnam	Receipt and review of B. Moldaver's response; send email re same; correspond with the City re planning documents; correspond with B. Masters re Receiver's certificate and touchpoint call.
9/30/2025	Tanveel Irshad	Receipt and review of email from B. Moldaver re status of response to information request.
9/30/2025	Bryan Tannenbaum	Receipt and review of Otis Elevator's legal counsel email.
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.

October 28, 2025
TDB #1
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FEE SUMMARY

Professional	Level	Hours	Rate	Fees
Bryan A. Tannenbaum, FCPA, FCA, FCIRP, LIT	Managing Director	9.20	\$ 750	\$ 6,900.00
Arif N. Dhanani, CPA, CA, CIRP, LIT	Managing Director	11.10	\$ 650	7,215.00
Nisan Thuraiaratnam, CPA	Manager	28.10	\$ 450	12,645.00
Tanveel Irshad	Associate	25.60	\$ 325	8,320.00
Jennifer Hornbostel/ Donna Nishimura	Estate Administrator	2.70	\$ 195	526.50
Total hours and professional fees		<u>76.70</u>		\$ 35,606.50
Disbursements				
Postage (Notice & Stmt of Receiver)			\$ 17.42	
Photocopies (Notice & Stmt of Receiver)			<u>16.00</u>	
Total disbursements				<u>33.42</u>
Total professional fees and disbursements				\$ 35,639.92
HST @ 13%				4,633.19
Total payable				\$ 40,273.11

GST/HST: 80784 1440 RT0001



To TDB Restructuring Limited
 Court-Appointed Receiver of 1680 Brimley Limited Partnership,
 2808908 Ontario Inc. and Brimley Progress Developments Inc.
 11 King Street West, Suite 700
 Toronto, ON M5H 4C7

TDB Restructuring Limited
 Licensed Insolvency Trustee

11 King St. W, Suite 700
 Toronto, ON M5H 4C7
 info@tdbadvisory.ca
 416-575-4440
 416-915-6228
 tdbadvisory.ca

Date December 8, 2025

Client File 68-001

Invoice TDB #2

No. 2512015

For professional services rendered with respect to the appointment of TDB Restructuring Limited as Court-Appointed Receiver of 1680 Brimley Limited Partnership, 2808908 Ontario Inc. and Brimley Progress Developments Inc. (collectively, the "Debtors") for the period October 1, 2025 to October 31, 2025.

Date	Professional	Description
10/1/2025	Tanveel Irshad	Review email from unsecured creditor and attend to further emails thereto; review and respond to email from the Office of the Superintendent of Bankruptcy ("OSB") re S.245 notice; email to J. Hornbostel to send them a copy of the Appointment Order; prepare request for proposal ("RFP") process and NDA; review and compile documents for data room; review and respond to Live Patrol.
10/1/2025	Nisan Thurairatnam	Review email from J. Florez, in-house legal for a creditor; send email to counsel re same; attend a call with B. Masters of Rousseau Mazzuca LLP re sale process and borrowings; send email to team re same and launch of sale process; email to W. Jaskiewicz of WeirFoulds LLP re the last version of the service list; review correspondence with the OSB re need for Order attached to the S.245/246 notice; correspond with B. Masters re contacting CMHC.
10/1/2025	Bryan Tannenbaum	Receipt and review of B. Masters email regarding credit bid and stalking horse scenarios and CMHC.
10/2/2025	Tanveel Irshad	Review of follow up emails re information request, freezing bank letter; review comments on letter to Bogart Robertson re tracing of funds, finalize, assemble and send out same; review information and documents provided by H. Jain; discuss same with N. Thurairatnam; prepare email internally re information provided; call from Live Patrol re clarification on their service with the Debtors; correspond with N. Thurairatnam re same.
10/2/2025	Arif Dhanani	Review of follow up emails from N. Thurairatnam to B. Moldaver of Moldaver Barristers re information and Scotiabank re payment to party with RBC account.
10/2/2025	Nisan Thurairatnam	Receipt and review of emails re security cameras; reply back to B. Moldaver re status of information request; follow up with Scotiabank re status of bank request; review and edit the letter to Bogart Robertson, send email to T. Irshad re the appendices and the letter; receipt and review of response from H. Jain and the documents thereto; attend a call with T. Irshad re same; attend a call with B. Masters re her call with CMHC and the potential stalking horse; receipt and review of email from Live Patrol re monthly fee for cameras; correspond with T. Irshad re same.

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Date	Professional	Description
10/3/2025	Nisan Thuraiaratnam	Email to B. Masters re the documents received to date from H. Jain; send email to B. Masters re wire details; receipt and review of email from Scotiabank re account that funds were transferred to.
10/3/2025	Bryan Tannenbaum	Receipt and review of N. Thuraiaratnam's email to B. Moldaver re his client's books and records; receipt and review of N. Thuraiaratnam's email to BNS regarding bank account information; receipt and review of H. Jain email re material to be sent today; receipt and review of H. Jain email re information provided; receipt of the OSB email re confirming Filing of Receivership and Reporting Duties of Receiver; sign letter to Bogart Robertson re funds in their trust account.
10/6/2025	Arif Dhanani	Review email from N. Thuraiaratnam re advance from Carpenter's Union, check Receiver's trust account and respond to N. Thuraiaratnam.
10/6/2025	Jennifer Hornbostel	Prepare receipt.
10/6/2025	Nisan Thuraiaratnam	Review email from M. Ching re wire released; confirm same with internal team; send email to M. Ching re interest rate and accrual frequency; confirm transfer in Ascend to J. Hornbostel; receipt, revise and edit the Confidentiality Agreement, the Request for Proposal and the shared folder; send comments to T. Irshad.
10/7/2025	Jennifer Hornbostel	Prepare payments.
10/7/2025	Tanveel Irshad	Discuss analysis of information request and RFPs with N. Thuraiaratnam; review of emails with J. Boycott re Debtors' bank account; review of Receiver's certificate; review information provided by the Debtors and prepare comprehensive email internally re same; email request for proposals to real estate brokers; review response emails from same; correspond with N. Thuraiaratnam re a broker's proposed edits to the Confidentiality Agreement.
10/7/2025	Donna Nishimura	Order Ascend license; receive license, transfer information in Ascend from Interview to Estate.
10/7/2025	Nisan Thuraiaratnam	Follow up with B. Brinkman re status of service list; forward the letter to Bogart Robertson to CEO of Gardiner Roberts LLP as firms merged; meeting with T. Irshad re next steps and the RFPs; review email from J. Boycott of Gardiner Roberts re the Receiver's information request; respond re requirement to produce the information; review email re payment of insurance; review email from J. Boycott re TD account number; respond with wire confirmation request; correspond with M. Ching re interest rate to be on the Receiver's certificate; receipt and review of service list and arrange for posting; review and approve insurance payment; correspond with T. Irshad re a broker's proposed edits to the Confidentiality Agreement.
10/7/2025	Bryan Tannenbaum	Emails to Gardiner Roberts (formerly to Bogart Robertson who merged) re trust deposits; receipt and review of T. Irshad email with his analysis on outstanding information; process insurance payment; release of email to realtors; response to TD Securities re NDA changes.
10/8/2025	Tanveel Irshad	Emails with prospective real estate broker re potential call; discuss same with N. Thuraiaratnam; review emails re edits to NDA; review locksmith invoice and arrange for payment; emails with prospective real estate brokers re NDAs; provide access to data rooms; review two Pronto GC invoices and arrange for payment; prepare supplementary S.245 notice and creditors list; discuss same with N. Thuraiaratnam; emails with prospective real estate brokers re whether there were any pre-construction sales.
10/8/2025	Nisan Thuraiaratnam	Correspond with T. Irshad re broker call requests; attend to several emails with the brokers re the RFP and access to shared folder; discuss amended S. 245/246 with T. Irshad.

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Date	Professional	Description
10/8/2025	Bryan Tannenbaum	Telephone call from T. Gertner of Gowlings representing CBRE and their previous involvement regarding CMHC financing.
10/8/2025	Donna Nishimura	Post Service List to the client webpage on the TDB website.
10/8/2025	Jennifer Hornbostel	Prepare and post payments.
10/9/2025	Arif Dhanani	Review of email from B. Tannenbaum to P. Cho of WeirFoulds re CMHC insurance certificates.
10/9/2025	Tanveel Irshad	Prepare letter to TD Bank to freeze accounts; emails with TD representative re same; arrange for the Receiver's Toronto Hydro account to be opened.
10/9/2025	Bryan Tannenbaum	Receipt and review of T. Gertner email re CMHC documentation release authorization; forward same to WeirFoulds; review of P. Cho response; email to T. Gertner.
10/9/2025	Nisan Thuraiaratnam	Receipt and review of email from T. Gertner, re release of the CHMC certificates of insurance; review bank letter to TD; review correspondence with Toronto Hydro.
10/10/2025	Arif Dhanani	Review of email from W. Jaskiewicz to N. Thuraiaratnam re TD accounts and further information request to H. Jain and response thereto from N. Thuraiaratnam.
10/10/2025	Nisan Thuraiaratnam	Receipt and review of the detailed summary that T. Irshad provided in response to the letter received from H. Jain in response to the information request; instruct T. Irshad re next steps; email to WeirFoulds re next steps and TD response; review email from Toronto Hydro re bills; receipt and review of email from TD Securities where they see construction on site; call with TD Securities re same; call with B. Tannenbaum and T. Irshad re same; provide instructions for T. Irshad to go there; several calls with Pronto GC; attend to several calls with T. Irshad, Pronto GC and the contracting company who was on site with equipment; instruct T. Irshad to call the police; receipt and review of supplementary S.245/246 notice; edit same and send comments to T. Irshad; receipt and review of bank statements provided by TD; send comments to T. Irshad.
10/10/2025	Tanveel Irshad	Review of emails with W. Jaskiewicz re Debtors' bank account with TD and need for follow up information request letter to the Debtors; emails with Toronto Hydro re opening of new account; prepare follow up information request letter to the Debtors; review email re potential trespassing at the Real Property; discuss same with N. Thuraiaratnam and B. Tannenbaum; attend at Real Property due to trespassing; multiple calls with N. Thuraiaratnam re same; prepare memo re same.
10/10/2025	Bryan Tannenbaum	Email from TD Securities with questions for their proposal; various emails re possession and activity at the site; discuss with N. Thuraiaratnam and T. Irshad; review of T. Irshad's memo re same; email from T. Irshad re Tarra Engineering.
10/11/2025	Tanveel Irshad	Email to N. Thuraiaratnam, B. Tannenbaum and A. Dhanani re contacting structural engineers of the project to confirm whether shoring is secure.
10/13/2025	Nisan Thuraiaratnam	Receipt and review of memo prepared by T. Irshad re the events that occurred at the Real Property; respond to same re cameras.
10/13/2025	Bryan Tannenbaum	Receipt and review of N. Thuraiaratnam's email to T. Irshad re Live Patrol.
10/14/2025	Tanveel Irshad	Arrange for supplementary S.245 notice to be signed and sent out; review quote from Live Patrol and emails with same; email to Tarra Engineering re shoring at the Real Property; review and respond to questions from prospective real estate broker re the Real Property.
10/14/2025	Nisan Thuraiaratnam	Receipt and review of email from A. Ivashenko (TD) with questions regarding the work completed to date and CMHC documents; attend to matters re cameras and the trespassing that occurred last week; discuss response to brokers'

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Date	Professional	Description
		questions with T. Irshad; review and edit the Receiver's second information request; send comments to T. Irshad.
10/14/2025	Bryan Tannenbaum	Receipt and review of P. De Guerre telephone message and email re information for their proposal; response with information provided sent; review and sign S. 245 notice.
10/15/2025	Arif Dhanani	Review of email exchange between B. Tannenbaum and T. Irshad re Tarra Engineering and contacting same regarding shoring; review of email from P. Cho re timing for a call to discuss lien claimant's request for consent to perfect lien, review P. Cho's email to lien claimant's counsel re paragraph 9 of Receiver's Appointment Order, review of paragraph 9 of Order, discuss availability with N. Thurairatnam; review of email from the City of Toronto re review and update of the 2005 Scarborough Centre Secondary Plan; review of memo drafted by T. Irshad regarding attendance at the Real Property on October 10, 2025 and meeting with representatives of Astro and the Toronto police.
10/15/2025	Jennifer Hornbostel	Mail supplemental S.245 notice; review Debtors' TD accounts.
10/15/2025	Bryan Tannenbaum	Sign second request for information from H. Jain; receipt and review of P. Cho email re Reimar Construction lien; receipt and review of K. Dynes of the City of Toronto email re zoning.
10/15/2025	Tanveel Irshad	Call and emails with Live Patrol re footage for entry at property on October 10, and discussion about their quotes; emails and calls with Tarra Engineering re status of shoring; email to N. Thurairatnam re same; email follow up information request letter to H. Jain; emails with B. Tannenbaum and A. Dhanani re status of shoring; discuss same with N. Thurairatnam; receipt and review of email from the City of Toronto re adjustment of western boundary.
10/15/2025	Nisan Thurairatnam	Receipt and review emails with Live Patrol re access to camera footage; see screenshot of the camera views; review email from Tarra Engineering re the shoring work and monitoring that may be required; review email from T. Irshad re recommendations re same; respond to same along with the need for an update to the lenders and discuss with T. Irshad; send instructions on TD bank tracking to J. Hornbostel; receipt and review of email from T. Irshad to H. Jain; receipt and review of email from the City of Toronto re the Scarborough Center Secondary Plan; correspond with P. Cho re call with a lien claimant; review A. Dhanani's comments on the lien claimant's request to lift the stay.
10/16/2025	Tanveel Irshad	Arrange for and attend call with prospective real estate broker and N. Thurairatnam; emails with N. Thurairatnam re transfer to RBC; receipt and review of emails with N. Thurairatnam and B. Masters re status update.
10/16/2025	Arif Dhanani	Review and accept invite from Kennaley Construction Law ("Kennaley"); email to J. Sobczyk to confirm details of call; attend call with Kennaley and WeirFoulds.
10/16/2025	Nisan Thurairatnam	Attend to emails re shoring support; attend a call with Colliers team re the RFPs; correspond with B. Masters re update; attend a call with WeirFoulds and Kennaley re the life of the stay for a lien to be perfected; call with B. Tannenbaum re status of file.
10/16/2025	Bryan Tannenbaum	Receipt and review of TD Securities listing proposal; call with N. Thurairatnam re status of file.
10/17/2025	Tanveel Irshad	Confirm receipt to prospective real estate broker re their proposals; review of real estate proposals and prepare summary of listing proposals; prepare Receiver's First Report to UBC Solutions Incorporated ("UBC"); review of emails with TD Bank re details on transfers.
10/17/2025	Bryan Tannenbaum	Receipt and review of Lennard, JLL, CBRE and Colliers proposals; review of emails regarding TD Bank documentation requested.

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Date	Professional	Description
10/17/2025	Nisan Thuraiaratnam	Receipt and review of proposals submitted by the brokers (TD, JLL, CBRE, Colliers, Lennard); review TD transactions for transactions of interest; send request to TD for further information; receipt and review of Statement of Claim prepared by R. Prestayko related to their client's request to lift the stay to perfect the claim; receipt and review of summary of listing proposals and provide comments to T. Irshad re edits required and further information to be obtained from the brokers; review TD Special Loan's team's response transaction request; email to T. Irshad re same.
10/19/2025	Arif Dhanani	Review of email from P. Cho and letter from RAR Litigation re Astro Excavating and pursuit of claims against officers and directors of the Debtor.
10/20/2025	Arif Dhanani	Review and respond to N. Thuraiaratnam re call with WeirFoulds in connection with letter from RAR Litigation; review of email from N. Thuraiaratnam to CBRE requesting copies of books and records in CBRE's possession as they relate to the property of the Debtor; attend a call with N. Thuraiaratnam and WeirFoulds re response to lien claimants and excavating issue.
10/20/2025	Tanveel Irshad	Calls and emails with prospective listing brokers re clarification on their commission structure; update summary of listing proposals and email same to B. Tannenbaum and N. Thuraiaratnam with recommendation; review of two Pronto GC invoices and arrange for payment; update call with B. Masters and N. Thuraiaratnam re all aspects of mandate; debrief with N. Thuraiaratnam; draft email to CBRE re request for documents submitted by the Debtors to same; review of emails with K. Furfaro re process to obtain details of cancelled cheques and wire transfers; email to TD Specialized Demands re same; review and respond to counsel to unsecured creditor re addition to service list; receipt and review of letter from counsel to Astro Excavating seeking Receiver's consent to continue claim against the Debtors.
10/20/2025	Nisan Thuraiaratnam	Arrange call with WeirFoulds re liens; prepare for and attend a call with B. Masters and T. Irshad re all aspects of mandate and debrief with T. Irshad; receipt and review of letter from A. Beyhum, RAR Litigation, counsel to Astro Excavating; prepare for call with WeirFoulds re same; receipt and review the draft statement of claim from Reimar Construction, review comments from WeirFoulds and prepare for call re same; receipt and review of email correspondence between B. Master and M. Zor, legal counsel to CBRE, re the information request for documents submitted by the Debtors; send email to CBRE legal counsel for books and records; receipt and review email from T. Irshad to TD re cheques and wires made from the Debtors accounts; review several emails from brokers who are clarifying their commission fees; receipt and review of the updated summary of listing proposals prepared by T. Irshad; attend a call with A. Dhanani and WeirFoulds re response to lien claimants and excavating issue; send memo to WeirFoulds re excavating company dumping dirt on property.
10/20/2025	Bryan Tannenbaum	Review summary of proposals; review revised summary of proposals with co-broker commission clarified.
10/21/2025	Arif Dhanani	Review and respond to P. Cho re shoring and status of same; review draft email from P. Cho to counsel for Reimar Construction and comment thereon; review of reply from P. Cho on Receiver's comment regarding response to Reimar Construction; review of reply from Reimar Construction.
10/21/2025	Tanveel Irshad	Review and respond to email from P. Cho re status of shoring; call from unsecured creditor re monies owed to them; discuss and review real estate proposals with B. Tannenbaum and N. Thuraiaratnam.
10/21/2025	Donna Nishimura	Post updated Service List to the client webpage on the TDB website.
10/21/2025	Nisan Thuraiaratnam	Review and approve cheque payments; receipt and review P. Cho's draft response to Reimar Construction; review response from A. Dhanani re same;

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Date	Professional	Description
		review email from P. Cho re shoring safety requirements; update service list; discuss RFPs with B. Tannenbaum and T. Irshad; review comments from P. Cho on the Reimar Construction response; receipt and review of insurance documents provided by Jones DesLauriers Insurance Management Inc.
10/21/2025	Bryan Tannenbaum	Discuss RFPs with N. Thurairatnam and T. Irshad.
10/22/2025	Arif Dhanani	Review of draft letter written by WeirFoulds responding to letter from RAR Litigation, counsel for Astro Excavating, and comment thereon.
10/22/2025	Tanveel Irshad	Receipt and review of emails with prospective listing brokers re status of their proposal; review of insurance policy; email to B. Master's to request for UBC contact information in order to be added to policy; discuss briefly with N. Thurairatnam; email to insurance broker to update named insured, property address, additional insured and loss payee information; review of footage from Live Patrol re trespassing on property; email internally re same; email to Live Patrol to request for better footage showcasing the entrance and further emails re their quotes; discuss same with N. Thurairatnam and his call with TD re their proposal; discussion with B. Tannenbaum and N. Thurairatnam re his call with I. Philosophie of Astro Shoring; review comments and update report to UBC; review of emails re TD's fee.
10/22/2025	Bryan Tannenbaum	Receipt and review of P. De Guerre email re status of proposal and response sent; telephone call with N. Thurairatnam and I. Philosophie of Astro Shoring; subsequently receiving I. Philosophie's email detailing proposal; discuss further with N. Thurairatnam and T. Irshad.
10/22/2025	Nisan Thurairatnam	Review emails from brokers re proposals; discuss UBC loss payee with T. Irshad; receipt and review of draft letter to creditor who trespassed and is seeking a lift of the stay to pursue the breach of trust claim; review A. Dhanani's comments on same; attend a call with A. Ivashenko, TD Securities, re RFP and break fee; review and edit update to lenders; send comments to T. Irshad re same; review emails with the security company re the trespassing incident; receipt and review of new break fee from TD; email to internal group re same; attend a call with B. Tannenbaum and Astro Excavation; review footage of the trespassing; receipt and review of response from M. Zor, legal counsel for CBRE, send same to B. Masters; review surveillance monitoring quotes.
10/23/2025	Arif Dhanani	Review of proposal email and attachment thereto from Astro Excavating, forward same to P. Cho with comments; review of N. Thurairatnam comments on Astro Excavating proposal; review of final letter sent by WeirFoulds to RAR Litigation, counsel for Astro Excavating; review of P. Cho's comments on Astro Excavating proposal; attend a call with P. Cho and N. Thurairatnam to discuss further.
10/23/2025	Nisan Thurairatnam	Attend to emails re cameras; receipt and review email and soil quality letter from I. Philosophie, Astro Shoring, a lien claimant, re proposal to protect the shoring; review comments from A. Dhanani re same; provide comments to group re same; receipt and review email from P. Cho with the letter sent by Weir Foulds; review email from P. Cho re proposal from Astro and his comments on same; respond to email and arrange the group call; attend a call with P. Cho and A. Dhanani re shoring and Astro proposal; follow up with H. Jain on the Receiver's information request; review and edit the report to the secured lenders; send edits to T. Irshad; review updated proposals from the RFP process.
10/23/2025	Tanveel Irshad	Receipt and review of email from I. Philosophie and further emails with counsel thereto; emails with Tarra representative re report received from Astro and stay of proceedings; discuss same with N. Thurairatnam; receipt and review of email from incumbent insurance broker re confirmation of changes requested by the Receiver to the policy; receipt and review of live patrol quote; review comments

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Date	Professional	Description
		and update report to UBC and email to B. Tannenbaum and A. Dhanani for their review.
10/23/2025	Bryan Tannenbaum	Various emails with counsel re shoring for winterization and recent correspondence from Astro Shoring; receipt and review of P. Cho's email attaching letter to RAR Litigation re Astro Shoring wrongful entry to property; review of P. Cho email re having Tarra Engineering review the soil report.
10/24/2025	Arif Dhanani	Review of email from N. Thuraiaratnam to H. Jain re follow up to Receiver's request for further information.
10/24/2025	Tanveel Irshad	Call from Live Patrol re clarification on their quote.
10/24/2025	Bryan Tannenbaum	Review and edit first report to secured creditor.
10/27/2025	Tanveel Irshad	Update and send Receiver's first report to B. Masters on behalf of UBC; discuss same with N. Thuraiaratnam; receipt and review of Toronto Hydro bill and arrange for payment; review of emails from Tarra re quote to review soil inspection report and access to the property for weekly monitoring; discuss same with N. Thuraiaratnam; email to insurer to inquire whether the Receiver is covered for weekly monitoring of the shoring; email to P. Cho re potential claw back of cost to Tarra from Astro; coordinate call with same.
10/27/2025	Nisan Thuraiaratnam	Review email from TMP Fence re the fence around the Real Property is the model they sell; discuss with T. Irshad the finalization of the lender update and his emails with Tarra; discuss appendices with T. Irshad; review quotes to verify the source of soil dumped on the property; review email from T. Irshad to P. Cho re same.
10/27/2025	Bryan Tannenbaum	Final first report to secured creditor and sign same.
10/27/2025	Jennifer Hornbostel	E-file remittance for OSB fee.
10/28/2025	Arif Dhanani	Review of letter from RAR Litigation responding to letter from WeirFoulds re breach of trust by corporation.
10/28/2025	Razma Parwani	Discuss opening of HST account with R. Parwani; draft letter to Canada Revenue Agency ("CRA") to request to open an RT0002 account.
10/28/2025	Tanveel Irshad	Follow up with TD re details on transfers; call with P. Cho, N. Thuraiaratnam and F. Bassong re need for environmental testing; email to Tarra re same; review of response email from Tarra; discuss opening of HST account with R. Parwani; provide soil report to environmental engineer for them to review whether soil is contaminated; follow up with insurer re whether Tarra is covered for monitoring at the Real Property.
10/28/2025	Nisan Thuraiaratnam	Prepare for and attend a call with T. Irshad, P. Cho and F. Bassong re the environmental matters; review emails to Tarra Engineering re environmental assessments; attend a call with A. Topp to obtain a quote on the soil samples.
10/28/2025	Bryan Tannenbaum	Receipt and review of P. Cho email attaching letter from RAR Litigation relating to Astro Shoring position.
10/28/2025	Jennifer Hornbostel	Prepare payment.
10/29/2025	Arif Dhanani	Review of email from P. Cho with recommendation on environmental engineer for soil testing purposes; sign accounts payable cheques.
10/29/2025	Tanveel Irshad	Review and respond to Tarra representative re access to the Real Property for monitoring; contact environmental engineer to obtain soil testing quote; review and respond to prospective listing brokers re status of their proposals.
10/29/2025	Nisan Thuraiaratnam	Review emails with insurance company to confirm the site testing will not breach any coverage in place; review and approve cheques; receipt and review of letter from A. Beyham, counsel to Astro, re the request to lift the stay to pursue a Breach of Trust claim.

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Date	Professional	Description
10/30/2025	Tanveel Irshad	Email and call with prospective real estate broker re status of their proposal; emails with B. Tannenbaum re same.
10/30/2025	Bryan Tannenbaum	Emails with T. Irshad re his call with a prospective listing broker.
10/30/2025	Nisan Thurairatnam	Review email follow ups with several brokers who submitted an RFP; attend a call with M. Mazzuca re CBRE documents; receipt and review of the numerous documents provided from CBRE submitted by H. Jain over the past few years; prepare a brief review of the approximate 110 documents to identify any potential other assets; provide same documents to M. Mazzuca.
10/31/2025	Tanveel Irshad	Review and respond to unsecured creditor re their claim; calls from GHD re soil inspection estimate; email to same with a copy of the soil report; receipt and review of email from TMP Fence re fencing; coordinate call with prospective listing broker; review of letter to CRA to open RT0002 account and discuss same with R. Parwani; receipt and review of first monitoring report prepared by Tarra; email to same re whether any steps need to be taken to preserve/protect the shoring; receipt and review of quote re soil from Fortis Environmental.
10/31/2025	Razma Parwani	Discuss review of letter to CRA to open RT0002 account with T. Irshad.
10/31/2025	Nisan Thurairatnam	Receipt and review of report from the shoring monitoring company Tarra Engineering; review comments from T. Irshad re same.
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.

FEE SUMMARY

Professional	Level	Hours	Rate	Fees
Bryan A. Tannenbaum, FCPA, FCA, FCIRP, LIT	Managing Director	8.90	\$ 750	\$ 6,675.00
Arif N. Dhanani, CPA, CA, CIRP, LIT	Managing Director	4.80	\$ 650	3,120.00
Nisan Thurairatnam, CPA	Senior Manager*	30.00	\$ 495	14,850.00
Tanveel Irshad	Senior Associate*	31.60	\$ 375	11,850.00
Razma Parwani/Jennifer Hornbostel/Donna Nishimura	Estate Administrator	4.50	\$ 195	877.50
Total hours and professional fees		79.80		\$ 37,372.50
HST @ 13%				4,858.43
Total payable				\$ 42,230.93

*Rate change effective October 1, 2025.

GST/HST: 80784 1440 RT0001



To TDB Restructuring Limited
 Court-Appointed Receiver of 1680 Brimley Limited Partnership,
 2808908 Ontario Inc. and Brimley Progress Developments Inc.
 11 King Street West, Suite 700
 Toronto, ON M5H 4C7

TDB Restructuring Limited

Licensed Insolvency Trustee

11 King St. W, Suite 700
 Toronto, ON M5H 4C7

info@tdbadvisory.ca

416-575-4440

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tdbadvisory.ca

Date December 23, 2025

Client File 68-001

Invoice TDB #3

No. 2512040

For professional services rendered with respect to the appointment of TDB Restructuring Limited as Court-Appointed Receiver of 1680 Brimley Limited Partnership, 2808908 Ontario Inc. and Brimley Progress Developments Inc. (collectively, the "Debtors") for the period November 1, 2025 to November 30, 2025.

Date	Professional	Description
11/3/2025	Arif Dhanani	Review of email from P. Cho of WeirFoulds LLP re Receiver's position on lifting stay for the purposes of Astro Excavating ("Astro") pursuing breach of contract claims against directors and officers and respond thereto.
11/3/2025	Tanveel Irshad	Discuss perceived conflict with N. Thurairatnam ahead of call with prospective listing broker; coordinate and attend call with prospective listing broker and B. Tannenbaum re their proposal; receipt and review of emails from Tarra Engineering ("Tarra") re current shoring status; follow up with environmental engineer re quote; review of letter to Canada Revenue Agency ("CRA") re RT0002 and email to R. Parwani re same; email to M. Mazzuca of Rousseau Mazzuca LLP ("RM") re request for call with UBC Solutions Incorporated ("UBC") re listing proposals; email to P. Cho re status of quotes received for soil testing.
11/3/2025	Nisan Thurairatnam	Review email from A. Mokhtari, Tarra, re the movement of the shoring; review additional email from J. Haddad with further comments on the shoring; review email from P. Cho re lifting stay request from Astro; review response from A. Dhanani re same; discuss with T. Irshad matters re CBRE proposal.
11/3/2025	Bryan Tannenbaum	Attend a Teams call with the CBRE team who requested a call and discuss CBRE's prior involvement and potential conflict; receipt and review of P. Cho's email regarding lifting of stay request from RAR Litigation ("RAR"); review of A. Dhanani response; review of T. Irshad's email to P. Cho re soil samples.
11/4/2025	Tanveel Irshad	Review of emails re status of proposal from prospective listing broker; follow up with soil engineer re quote; review quote and discuss same with N. Thurairatnam; emails to both soil engineers re clarification and revision to quotes; receipt and review of response letter to follow up information request letter to the Debtor.
11/4/2025	Arif Dhanani	Review of email exchange between T. Irshad and M. Mazzucca re meeting to discuss listing proposals; review of correspondence drafted by P. Cho in response to letter from RAR, counsel to Astro, and approve same for release.
11/4/2025	Nisan Thurairatnam	Receipt and review of email from A. Ivashenko, TD Securities ("TD"), re next steps; respond re same; receipt and review of quote from GHD re soil samples;

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Date	Professional	Description
		attend a call with T. Irshad re same; review draft response to Astro from P. Cho; review response from A. Dhanani re same.
11/4/2025	Bryan Tannenbaum	Receipt and review of P. Cho's email re draft response to A. Beyhum of RAR re soil placement, lifting of stay request; review of A. Dhanani's response re same; receipt and review of K. Shah of Atria email with information requested; receipt and review of H. Jain email following up for a meeting.
11/5/2025	Jennifer Hornbostel	Send fax to CRA.
11/5/2025	Arif Dhanani	Review of email from H. Jain; review of email exchange between B. Tannenbaum and P. Cho in this regard.
11/5/2025	Tanveel Irshad	Follow up with insurance broker re copy of insurance policy.
11/5/2025	Nisan Thurairatnam	Receipt and review of response from Debtor and review attachments thereto; review email from H. Jain for a call request.
11/6/2025	Arif Dhanani	Review of email from P. Cho re status of financing and response to H. Jain.
11/6/2025	Tanveel Irshad	Emails with N. Beharry re access to shared folder.
11/6/2025	Bryan Tannenbaum	Receipt and review of P. Cho's email reporting on conversations with M. Mazzuca regarding CMHC discussions; response sent to H. Jain regarding his request to meet.
11/7/2025	Bryan Tannenbaum	Conference call from CBRE brokers yesterday evening at the close of business re no conflict; receipt and review of email from M. Zor of CBRE re explanation of no conflict for their proposal.
11/9/2025	Nisan Thurairatnam	Receipt and review of updated insurance policy with loss payee updated; receipt and review of response from B. Tannenbaum to H. Jain; receipt and review of quote from Fortis Environmental re soil samples.
11/10/2025	Jennifer Hornbostel	Review of and request of the October bank statement from BMO.
11/10/2025	Bryan Tannenbaum	Receipt and review of B. Gibson of JLL email re proposal follow up; response sent.
11/11/2025	Arif Dhanani	Review of further email from RAR to WeirFoulds regarding Astro breach of trust action.
11/11/2025	Anne Baptiste	Prepare bank reconciliation.
11/12/2025	Arif Dhanani	Review of report to UBC and listing proposals and summary thereto; call with Rousseau Mazzuca, WeirFoulds, UBC and B. Tannenbaum re next steps and listing proposals.
11/12/2025	Nisan Thurairatnam	Review update from B. Tannenbaum following his call with the secured creditor.
11/12/2025	Bryan Tannenbaum	Teams call with Carpenters Union (S. Chedes/S. Wiseman), Rousseau Mazzuca (M. Mazzuca/B. Masters), P. Cho and A. Dhanani re review of Receiver's First Report and discuss status of Carpenters Union position and interview of brokers; email to S. Wiseman/S. Chedes attaching CBRE's email explaining no conflict.
11/13/2025	Tanveel Irshad	Receipt and review of email from counsel to prospective listing broker re status of potential conflict; emails with B. Masters re shared folder for Debtor's financing documents; review of emails with prospective listing broker re status of their proposal; call with B. Tannenbaum to discuss contacting prospective real listing brokers and status of mandate; email to prospective listing broker to set up time for presentation.
11/13/2025	Bryan Tannenbaum	Call with T. Irshad to discuss contacting prospective real listing brokers and status of mandate.
11/14/2025	Tanveel Irshad	Receipt and review of shoring monitoring reports #2 and #3; email to Tarra re same; receipt and review of soil sampling quote; review of email from Tarra re shoring is stable.

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Date	Professional	Description
11/14/2025	Nisan Thurairatnam	Receipt and review shoring monitoring report; respond to a creditor re unsecured claim.
11/17/2025	Tanveel Irshad	Email to Fortis Environmental to approve their quote; email to unsuccessful company who provided quote re same; follow up with TD re tracing of funds; review response letter re information request from the Debtors and start review of documents therein; start preparation of email internally re comments and next steps in respect of same; email to N. Thurairatnam re Live Patrol quote.
11/17/2025	Nisan Thurairatnam	Email to T. Irshad on action items from the Debtor's response; review email from T. Irshad to TD; call with soil experts to finalize scope of work and approve quote from A. Topp re same.
11/18/2025	Tanveel Irshad	Further review of information provided by the Debtors; continue to prepare email internally re same; discuss same with N. Thurairatnam; review secure email from TD; respond to same and inquire about status of new TD account that the Receiver has just been made aware of; arrange for review and summary of bank statements to be prepared for new RBC and TD accounts; coordinate call with UBC and their counsel for presentation with prospective listing broker; respond to prospective listing broker re status; review and respond to interested party re sale of the Real Property.
11/18/2025	Nisan Thurairatnam	Attend a meeting with T. Irshad to discuss the response from the Debtors and the next steps regarding the information request; review email from T. Irshad to TD re bank account found held by TD; review secured email from TD re the Receiver's information request.
11/18/2025	Bryan Tannenbaum	Receipt and review of T. Irshad email detailing Debtor's responses to requests for information.
11/19/2025	Tanveel Irshad	Coordinate call with UBC re prospective broker presentation; review of email from Live Patrol re no power; email to Toronto Hydro re same; review and respond to P. Cho re soil testing quote; review email that power has been restored; email to Toronto Hydro re same; email to Live Patrol to approve quote for 1 monitored security camera; email to other prospective listing broker to request for call to present their proposal; review and respond to prospective listing broker re status of their proposal; discuss same with N. Thurairatnam; discussion with B. Tannenbaum re broker presentations.
11/19/2025	Bryan Tannenbaum	Discussion with T. Irshad re broker presentations; review email to CBRE.
11/19/2025	Nisan Thurairatnam	Attend to emails re security company not receiving power, arranging team meeting and soil samples; approve quote for cameras monitoring.
11/19/2025	Jennifer Hornbostel	Prepare payment.
11/20/2025	Tanveel Irshad	Coordinate call with UBC, RM and prospective listing broker; review and respond to email from prospective broker re any changes to the Real Property.
11/20/2025	Bryan Tannenbaum	Email from CBRE confirming meeting/presentation.
11/20/2025	Jennifer Hornbostel	Review company bank accounts.
11/21/2025	Arif Dhanani	Review of email from CBRE re COIs issued by CMHC and invoices to be paid; review of reply to CBRE from N. Thurairatnam.
11/21/2025	Tanveel Irshad	Coordinate call with prospective listing broker, UBC and RM.
11/21/2025	Nisan Thurairatnam	Receipt and review of email from J. Harland, CBRE, re the requirement for payment to CHMC to keep the Certificate of Insurance in good standing; review both invoices; respond to J. Harland re options available re payment; review response from J. Harland re same.
11/24/2025	Tanveel Irshad	Receipt and review of shoring monitoring report #4; receipt and review of emails between Tarra and N. Thurairatnam re same; discuss review of next steps of response information request with N. Thurairatnam.

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Date	Professional	Description
11/24/2025	Nisan Thuraiaratnam	Receipt and review of shoring monitoring report and review movement; email to Tarra re format they need to use to inform the Receiver about changes in the shoring.
11/25/2025	Tanveel Irshad	Call from M. Mazzuca re call with brokers; call with TD, B. Tannenbaum, M. Mazzuca and S. Chedes re broker's presentation; receipt and review of updated insurance policy; discuss the outcome of TD's presentation with N. Thuraiaratnam.
11/25/2025	Nisan Thuraiaratnam	Review summary of listing proposals; discuss the outcome of TD's presentation with T. Irshad.
11/25/2025	Bryan Tannenbaum	Attend TD's presentation with S. Chedes, M. Mazzuca and T. Irshad.
11/26/2025	Nisan Thuraiaratnam	Review and approve cheque requisition.
11/26/2025	Tanveel Irshad	Emails to unsuccessful listing brokers; further emails thereto; call with CBRE, B. Tannenbaum, S. Chedes and M. Mazzuca re their proposal; call from CRA representative re status of HST accounts and unsecured claim; meeting with N. Thuraiaratnam re feedback requested from brokers.
11/26/2025	Bryan Tannenbaum	Telephone call from M. Mazzuca re credit bid vs. stalking horse given low expected realizations; teams call with CBRE (C. Gallagher/T. Clements/F. Protomani), M. Mazzuca, S. Chedes and T. Irshad to review their proposal.
11/26/2025	Nisan Thuraiaratnam	Receipt of emails from T. Irshad re realtors selected; meeting with T. Irshad re feedback requested from brokers.
11/27/2025	Bryan Tannenbaum	Telephone call from Lennard and Colliers regarding reasons for rejection of proposals.
11/27/2025	Nisan Thuraiaratnam	Receipt and review of email from J. Hurley of CBRE re disbursement invoice; respond to same; send instructions to J. Hornbostel re payment and coding of journal entry.
11/28/2025	Tanveel Irshad	Receipt and review of emails between A. Dhanani and N. Thuraiaratnam re status of shoring and soil testing; review of email from N. Thuraiaratnam to soil testing company re access to the Real Property.
11/28/2025	Arif Dhanani	Call with P. Cho re soil testing and shoring and email to T. Irshad and N. Thuraiaratnam requesting status update on same; review of email from N. Thuraiaratnam, including Tarra's most recent monitoring report on shoring; email to P. Cho in this regard.
11/28/2025	Nisan Thuraiaratnam	Receipt and review of email from A. Dhanani re shoring monitoring and the soil samples; response to email re same; attend a call with a creditor re unsecured claim.
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.

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FEE SUMMARY

Professional	Level	Hours	Rate	Fees
Bryan A. Tannenbaum, FCPA, FCA, FCIRP, LIT	Managing Director	6.30	\$ 750	\$ 4,725.00
Arif N. Dhanani, CPA, CA, CIRP, LIT	Managing Director	2.80	\$ 650	1,820.00
Nisan Thurairatnam, CPA	Senior Manager*	8.50	\$ 495	4,207.50
Tanveel Irshad	Senior Associate*	9.10	\$ 375	3,412.50
Anne Baptiste/Jennifer Hornbostel	Estate Administrator	2.10	\$ 195	409.50
Total hours and professional fees		<u>28.80</u>		\$ 14,574.50
HST @ 13%				1,894.69
Total payable				\$ 16,469.19

*Rate change effective October 1, 2025.

GST/HST: 80784 1440 RT0001



To TDB Restructuring Limited
 Court-Appointed Receiver of 1680 Brimley Limited Partnership,
 2808908 Ontario Inc. and Brimley Progress Developments Inc.
 11 King Street West, Suite 700
 Toronto, ON M5H 4C7

TDB Restructuring Limited
 Licensed Insolvency Trustee

11 King St. W, Suite 700
 Toronto, ON M5H 4C7
 info@tdbadvisory.ca
 416-575-4440
 416-915-6228
 tdbadvisory.ca

Date January 12, 2026

Client File 68-001
Invoice TDB #4
No. 2601012

For professional services rendered with respect to the appointment of TDB Restructuring Limited as Court-Appointed Receiver of 1680 Brimley Limited Partnership, 2808908 Ontario Inc. and Brimley Progress Developments Inc. (collectively, the "Debtors") for the period December 1, 2025 to December 31, 2025.

Date	Professional	Description
12/1/2025	Arif Dhanani	Review of follow up email from P. Cho of WeirFoulds LLP to RAR Litigation re D&O litigation and environmental testing.
12/1/2025	Jennifer Hornbostel	Prepare payment.
12/1/2025	Nisan Thurairatnam	Receipt and review of shoring monitoring report #5; confirm that all piles are stable; review of emails from a creditor whose equipment is leased.
12/1/2025	Tanveel Irshad	Receipt and review of weekly shoring monitoring report; follow up with N. Thurairatnam re review of Live Patrol quote; emails with M. Mazzuca of Rousseau Mazzuca LLP re listing proposals; review and respond to email from creditor re request for call re their equipment on site.
12/2/2025	Tanveel Irshad	Receipt and review of email from N. Thurairatnam to Live Patrol re request for contract for review; review of email to P. Cho re location of Debtors books and records; email to Navhar Properties Inc., a related party of the Debtors re funds owed to the Debtors; email to J. Hornbostel to review RBC and new TD bank statements and prepare summary of withdrawal schedule; review voicemail from real estate broker and respond to B. Tannenbaum re same.
12/2/2025	Nisan Thurairatnam	Attend a call with a mortgage broker who is looking to refinance the debt on the property; receipt and review of detailed email from T. Irshad re next steps re information request; respond to same email; send email to P. Cho re the Debtors books and records location; email to the security camera contractor re agreement to be signed.
12/2/2025	Jennifer Hornbostel	Prepare payment.
12/3/2025	Arif Dhanani	Review support for and sign accounts payable cheques.
12/3/2025	Nisan Thurairatnam	Review and approve two cheque requisitions; receipt and review of email from T. Irshad to Atria re the funds owing from Navhar Properties Inc.
12/3/2025	Bryan Tannenbaum	Sign cheques.
12/4/2025	Tanveel Irshad	Review Tarra Engineering invoice and arrange for payment.
12/4/2025	Nisan Thurairatnam	Attend to creditor inquiry re sale process and timing if there are to be recoveries for unsecured creditors.

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Date	Professional	Description
12/5/2025	Tanveel Irshad	Receipt and review of shoring monitoring report #6; review of P. Cho's reply email re access of premises which holds the Debtors books and records.
12/6/2025	Nisan Thurairatnam	Receipt and review of shoring monitoring report and confirm that the shoring is stable.
12/8/2025	Nisan Thurairatnam	Receipt and review of report from A. Topp re soil testing and comparison to soil on site; attend a call with A. Topp re the soil results; send email to P. Cho and internal team re same.
12/8/2025	Bryan Tannenbaum	Receipt and review of N. Thurairatnam's email attaching Fortis Environmental Inc.'s ("Fortis") report on soil samples.
12/8/2025	Jennifer Hornbostel	Prepare payment; prepare statement of receipts and disbursements ("SRD").
12/9/2025	Arif Dhanani	Brief review of soil sample results report from Fortis forwarded by N. Thurairatnam.
12/9/2025	Tanveel Irshad	Review of emails with soil engineer re report; brief review of soil characterization report; review email from N. Thurairatnam to P. Cho re no issues with soil and follow up with Astro Excavating ("Astro") re payment of same; review reply email from P. Cho; update SRD; review of email to M. Ching re request for funding.
12/9/2025	Nisan Thurairatnam	Email to P. Cho re meeting arrangement; attend a call with P. Cho re the location of the Debtors books and records; review of email from P. Cho re no response from counsel on the reimbursement of soil testing; receipt and review of email from P. Cho re who owns the alleged leased premises; receipt and review of email from J. Harland of CBRE re cheque for CHMC; send response re same; review and edit SRD; draft and send email to UBC Solutions Incorporated ("UBC") re funding; attend a call with B. Masters of Rousseau Mazzuca re status of file and re upcoming call.
12/10/2025	Arif Dhanani	Review of reply from RAR Litigation re soil sampling and testing cost and forward same to T. Irshad and N. Thurairatnam with comments to counsel regarding work being proposed by Astro; review of email exchange between CBRE and N. Thurairatnam re payment of invoice.
12/10/2025	Razma Parwani	Prepare monitoring & security system agreement for N. Thurairatnam to review.
12/10/2025	Tanveel Irshad	Receipt and review of email from counsel to Astro re covering shoring costs and offering to protect the shoring at no-costs; review of subsequent email from N. Thurairatnam re same; review and respond to email from I. Philosophie re mailing address of the Receiver for payment of soil testing; review of reply email from same; receipt and review of RT0001 filing package.
12/10/2025	Nisan Thurairatnam	Receipt and review of email from R. Ruso re reimbursement of soil costs, supply and install of soil for the protection of the shoring; review of email from A. Dhanani re monitoring report and whether to ask the engineer if what Astro is proposing is needed; respond to group with the latest shoring report; send email to the Receiver's consultant re if this additional protection is needed.
12/11/2025	Razma Parwani	Discuss RT0001 filings with T. Irshad; call Canada Revenue Agency ("CRA") to correct fiscal year-end period to the date of receivership.
12/11/2025	Tanveel Irshad	Call from CBRE re status of proposal and potential conflict; discuss same with B. Tannenbaum; call from N. Thurairatnam re status of proposals; briefly attend call with B. Masters, M. Mazzuca, B. Tannenbaum, N. Thurairatnam and P. Cho re shoring and status of listing the property for sale; discuss RT0001 filings with R. Parwani; email to N. Thurairatnam re the Receiver should obtain written confirmation from Tarra re shoring and proposal.
12/11/2025	Bryan Tannenbaum	Teams call with B. Masters, M. Mazzuca, P. Cho and N. Thurairatnam re action plan vis a vis credit bid, listing broker selection, Astro issue; discuss same with T. Irshad.

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Date	Professional	Description
12/11/2025	Nisan Thurairatnam	Review of email from I. Philosophie, Astro, re the refund cheque; correspond with M. Ching re the funding of the receivership; attend a call with P. Cho, B. Masters, M. Mazzuca and B. Tannenbaum re the next steps of the mandate; call with Tarra re shoring.
12/12/2025	Tanveel Irshad	Receipt and review of email from B. Masters re approval of listing broker; call with B. Tannenbaum and N. Thurairatnam to discuss same; receipt and review of monitoring report #7 and N. Thurairatnam's email to Tarra re same.
12/12/2025	Bryan Tannenbaum	Receipt and review of J. Di Lorenzo email re prospective purchaser; receipt and review of B. Masters' email regarding proceed with CBRE with credit bid; call with T. Irshad and N. Thurairatnam to discuss same; teams call about backfilling issue and Tarra opinion; team discussion re CBRE listing agreement; telephone call with F. Protomanni of CBRE re listing agreement request.
12/12/2025	Nisan Thurairatnam	Receipt and review of email from an interested developer re potential proposal; respond to same; attend a call with the interested developer re sale process and potential next steps; attend a call with Tarra - the shoring monitoring company re the need to backfill the site; attend a call with J. Shamess, Colliers, re the opportunity to list the site; call with T. Irshad and B. Tannenbaum to discuss contacting successful broker.
12/15/2025	Tanveel Irshad	Review of internal emails re selection of broker; redact sample listing agreement and email CBRE that they have been selected as the listing broker; call from N. Thurairatnam to discuss same; follow up with related party of the Debtors re status of accounts receivable; review Toronto Hydro bill and arrange for payment; call from CRA representative re status of RT0001 filings; email to R. Parwani re same.
12/15/2025	Nisan Thurairatnam	Review of report from Tarra re the shoring monitoring; receipt and review of email from T. Irshad to CBRE confirming selection of proposal; call with T. Irshad to discuss same; review of follow up from T. Irshad to Atria re Navhar Properties Inc.
12/15/2025	Bryan Tannenbaum	Receipt and review of T. Irshad's email to CBRE requesting a listing agreement; receipt and review of C. Gallagher of CBRE responding email.
12/16/2025	Jennifer Hornbostel	Post receipt; review TD account statements.
12/16/2025	Tanveel Irshad	Receipt and review of emails from CBRE re meeting request to discuss listing strategy; receipt and review of cheque from Astro re soil testing; receipt and review of emails re creditor requesting update on the receivership proceeding; receipt and review of executed Live Patrol contracts; receipt and review of filed RT0001 returns.
12/16/2025	Razma Parwani	Send Live Patrol renewal documents to B. Tannenbaum to review and sign; file HST return for RT0001 account.
12/16/2025	Nisan Thurairatnam	Review and edit the renewal documents for Live Patrol cameras; mark up the liabilities section; receipt and review of email from a creditor re if the Debtor is going to reorganize or if the property is for sale; respond to same; review of correspondence with CBRE; send signed contracts.
12/16/2025	Donna Nishimura	Prepare receipts processing form and deposit Astro cheque at the bank.
12/17/2025	Tanveel Irshad	Call with CBRE (C. Gallagher/F. Protomanni/T. Clements) and B. Tannenbaum to discuss listing strategy; receipt and review of email from Tarra re directing to their engineer to comment re backfilling; review of N. Thurairatnam's detailed response to same; review further emails thereto; prepare lender update.
12/17/2025	Nisan Thurairatnam	Send detailed email to Tarra re the request from Astro on the shoring system; attend a call with Tarra re same; review response from them re out of scope services; send same to T. Irshad for comments.

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Date	Professional	Description
12/17/2025	Bryan Tannenbaum	Zoom call with CBRE (C. Gallagher/F. Protomanni/T. Clements) and T. Irshad re listing and launch.
12/18/2025	Jennifer Hornbostel	Confirm receipt of funds; post receipt.
12/18/2025	Tanveel Irshad	Receipt and review of email from potential listing broker re update; review N. Thurairatnam's response to same; review of emails with Tarra and provide N. Thurairatnam with Tarra's scope of services.
12/18/2025	Nisan Thurairatnam	Correspond with TD realtor re selection of broker.
12/19/2025	Anne Baptiste	Prepare bank reconciliation.
12/19/2025	Tanveel Irshad	Receipt and review of email to M. Ching re funding and Receiver's certificates; draft same.
12/19/2025	Nisan Thurairatnam	Draft response to H. Jain for P. Cho's review re attendance on site for the books and records; email to UBC re confirmation of the Receiver funding and the rate for the Borrower Certificate.
12/22/2025	Tanveel Irshad	Prepare Receiver's Certificates #1 and #2 and arrange for same to be issued; email same to M. Ching; review of email to Live Patrol re status.
12/22/2025	Bryan Tannenbaum	Review and execute Receiver's certificates.
12/22/2025	Nisan Thurairatnam	Review of Receiver certificates; follow up with Live Patrol re the camera monitoring.
12/23/2025	Tanveel Irshad	Follow up with CBRE re status of draft listing agreement; review reply email; review of N. Thurairatnam's email to Tarra re proposal from Astro; review reply email; receipt and review of weekly monitoring report; receipt and review of marketing strategy report prepared by CBRE.
12/23/2025	Razma Parwani	Prepare bank reconciliation.
12/23/2025	Nisan Thurairatnam	Review of email from T. Irshad to CBRE re listing agreement; receipt and review of email from J. Haddad of Tarra re out-of-scope services; respond to same; review of second email from Tarra; respond re reduced price request.
12/23/2025	Bryan Tannenbaum	Receipt and review of T. Irshad's email to CBRE re listing agreement; review of F. Protomanni's response.
12/24/2025	Tanveel Irshad	Receipt and review of listing agreement and exclusive listing agreement provided by CBRE; review and respond to email from B. Tannenbaum re same; email to CBRE to update listing agreement and provide exclusive listing agreement once reviewed by their counsel.
12/24/2025	Nisan Thurairatnam	Receipt and review of strategy letter from CBRE re the marketing of the real property; email with T. Irshad and B. Tannenbaum re exclusive listing.
12/26/2025	Nisan Thurairatnam	Receipt and review of shoring monitoring report #8.
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.

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FEE SUMMARY

Professional	Level	Hours	Rate	Fees
Bryan A. Tannenbaum, FCPA, FCA, FCIRP, LIT	Managing Director	3.30	\$ 750	\$ 2,475.00
Arif N. Dhanani, CPA, CA, CIRP, LIT	Managing Director	0.70	\$ 650	455.00
Nisan Thuraiatnam, CPA	Senior Manager	11.30	\$ 495	5,593.50
Tanveel Irshad	Senior Associate	8.10	\$ 375	3,037.50
Anne Baptiste/Razma Parwani/Jennifer Hornbostel/Donna Nishimura	Estate Administrator	4.50	\$ 195	877.50
Total hours and professional fees		27.90		\$ 12,438.50
HST @ 13%				1,617.01
Total payable				\$ 14,055.51

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TDB #5
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Date	Professional	Description
		need for electrician to set up camera; receipt and review of follow up email to Tarra Engineering ("Tarra") re their opinion on the proposal; email to Tarra re follow up on shoring report; review reply email.
1/7/2026	Nisan Thurairatnam	Receipt and review of email from T. Clements, CBRE, re the edits to the listing agreement; attend a call with T. Irshad to explain the points we are pushing back against; further call with T. Irshad re his call with T. Clements; explain the reasons for not allowing a marketing fee to be paid prior to a sale closing; attend a call with CBRE and T. Irshad re marketing fee; correspond with Live Patrol re cameras; send email to Tarra following up on their opinion of the backfilling.
1/8/2026	Tanveel Irshad	Review of emails with Tarra re favourable fee; review of emails with Live Patrol re electrical breakers; respond to email from N. Thurairatnam re same; discussion with R. Parwani re status of contacting RBC.
1/8/2026	Razma Parwani	Call with the RBC to freeze the account and get contact information of the branch manager.
1/8/2026	Nisan Thurairatnam	Email to Live Patrol re electrical breaker location; email to Tarra re report on backfilling the site; correspond with brokers.
1/8/2026	Jennifer Hornbostel	Review of bank statements.
1/9/2026	Razma Parwani	Call with the RBC branch manager assistant; draft a letter to RBC to freeze the associated account and send to T. Irshad to review; send the draft letter to RBC to B. Tannenbaum for review and signature.
1/9/2026	Tanveel Irshad	Receipt and review of email from Cassels re refund from their client and who should receive same; email to N. Thurairatnam re same; review of letter to RBC and subsequent email to R. Parwani re same; review and respond to email from TD re costs for details on transfers from bank accounts; attend to further emails thereto; review and respond to email from B. Tannenbaum re status of listing agreement and lender update; arrange for RBC letter to be sent to the bank relationship manager.
1/9/2026	Nisan Thurairatnam	Receipt and review of email form Cassels re insurance refund on a policy that was cancelled; review the coverage; respond that refund should be sent to the Receiver.
1/9/2026	Bryan Tannenbaum	Review and sign signification letter to RBC; receipt and review of various emails with CBRE regarding work fee.
1/10/2026	Tanveel Irshad	Receipt and review of emails re CAFO insurance refund and anticipated next steps.
1/11/2026	Nisan Thurairatnam	Receipt and review of signed RBC bank letter; review of response from TD re payment of fees for cheque copies; review of internal emails re CBRE listing agreement; review of emails from CBRE; read Court report that CBRE is referencing re credit bid fee; respond to CBRE re same.
1/11/2026	Bryan Tannenbaum	Receipt and review of N. Thurairatnam's email to CBRE re proposed fee structure; review of CBRE response.
1/12/2026	Anne Baptiste	Prepare bank reconciliation.
1/12/2026	Tanveel Irshad	Receipt and review of emails re work fee proposed by broker; arrange for call today to discuss further; review of emails with Live Patrol re attendance on site on January 14th; coordinate same with G. Abbiento of Pronto GC and reply to email chain; email to Live Patrol to confirm whether camera will be set up on the 14th; receipt and review of shoring report #9; review of emails re approval of cost to Tarra to provide written opinion on proposal; follow up with Scotiabank re transfer of funds and review of reply email re status; receipt and review of email to TD re payment of fees to uncover recipient of transfers; prepare lender update; discussion with N. Thurairatnam and B. Tannenbaum

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Date	Professional	Description
		ahead of call with broker today; review of updated listing agreement and make edits thereto.
1/12/2026	Nisan Thuraiaratnam	Follow up with CBRE; receipt and review of shoring monitoring report which confirms that all piles are stable and there are no concerns; discussion with T. Irshad and B. Tannenbaum ahead of call with CBRE today; attend a call with CBRE and B. Tannenbaum to discuss the listing agreement and the changes required on timing.
1/12/2026	Razma Parwani	Prepare the bank letter to RBC re bank account freeze and email the relationship manager.
1/12/2026	Bryan Tannenbaum	Discussion with N. Thuraiaratnam and T. Irshad ahead of call with broker today; teams call with CBRE, T. Irshad and N. Thuraiaratnam re listing agreement and work fee issue in the event that credit bid is delayed in closing; receipt and review of revised listing agreement from CBRE; review of T. Irshad email with comments thereon.
1/13/2026	Tanveel Irshad	Receipt and review of notice from Live Patrol re broken fence; email to Live Patrol to remove all other parties from these email chains; review reply email; arrange for same to be repaired; review and respond to Live Patrol that fence will be repaired; attend to emails re contacts for Live Patrol and removal of Atria representatives; review of letter from Tarra; discussion with N. Thuraiaratnam re same; receipt and review of details of recipients of wire transfers from TD bank; discussion with R. Parwani and N. Thuraiaratnam re contacting former insurance broker re potential refunds.
1/13/2026	Nisan Thuraiaratnam	Receipt of invoice from Tarra for their memo; review memo from Live Patrol re fence has fallen over; review of the emails between J. Birch and P. Cho of WeirFoulds re insurance refund regarding to a Course of Construction Policy; arrange a call with B. Masters of Rousseau Mazzuca to discuss the listing agreement amendment; receipt and review of memo prepared by Tarra; discuss same with T. Irshad; summarize same along with the reporting package and send to P. Cho and B. Masters, with a request for a call.
1/13/2026	Jennifer Hornbostel	Prepare payments.
1/14/2026	Arif Dhanani	Review of email from N. Thuraiaratnam to working group, including counsel, re meeting to discuss Astro Excavating shoring backfill.
1/14/2026	Razma Parwani	Send follow up email re bank account freeze to RBC representative.
1/14/2026	Tanveel Irshad	Receipt and review of email from N. Thuraiaratnam re Tarra's opinion on the proposal; review of email to CBRE re changes made to listing agreement; call from CRA representative re audit examination; email internally re same; review Tarra invoice and arrange for payment; receipt and review of unsecured claim from CRA; receipt and review of RT0001 filing package for Brimley Progress Developments Inc.; receipt and review of letter from Torkin Manes on behalf of their client re statement of claim and demand for funds relating to the Debtors; reschedule attendance with Live Patrol and Pronto GC in light of snow storm tomorrow; arrange for snow removal to be conducted as well; review follow up email to RBC; arrange meeting with counsel re shoring proposal.
1/14/2026	Nisan Thuraiaratnam	Attend a call with B. Masters re the memo from Tarra and the listing agreement; send email to CBRE re acceptance of listing terms; review of email from T. Irshad re account selected for CRA audit; receipt and review of CRA unsecured claim.
1/14/2026	Bryan Tannenbaum	Emails with CBRE on final listing agreement edits.
1/15/2026	Arif Dhanani	Review of email from Atria re fencing; review of emails amongst B. Tannenbaum, T. Irshad and N. Thuraiaratnam re same.

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Date	Professional	Description
1/15/2026	Razma Parwani	Send email to D. Rae re contact details of the insurers; review and send bank reconciliation to A. Dhanani and A. Baptiste to sign.
1/15/2026	Tanveel Irshad	Receipt and review of email to Marsh re former policy; review and respond to email from Live Patrol re reschedule; coordinate same with G. Abbiento; review and respond to emails from B. Tannenbaum re fencing and site surveillance; call with Marsh and N. Thuraiaratnam re status of policy, allocation and status of insurance premium; review and respond to subsequent email from Marsh; email to N. Thuraiaratnam re same.
1/15/2026	Nisan Thuraiaratnam	Send email to D. Rae re the Court-appointed receivership and explain that Marsh should be refunding the Receiver for the unearned policies; attend a call with D. Rae and T. Irshad re same; review of email from Atria re the City of Toronto contacting Atria to fix the fencing; respond to same.
1/15/2026	Bryan Tannenbaum	Receipt and review of email from T. Connor of Atria re City inspector and fence; response sent; email to N. Thuraiaratnam re same; receipt and review of CBRE listing agreement.
1/16/2026	Arif Dhanani	Review and sign off on December 2025 bank reconciliation; call with B. Masters and M. Mazzucca, P. Cho and N. Thuraiaratnam re backfilling shoring, Tarra and next steps.
1/16/2026	Tanveel Irshad	Review of listing agreement and give approval to execute; detailed email to P. Cho re the Receiver's call with Marsh and review of the relevant financing agreement documents; review of emails with CBRE re approval to execute; emails with unsuccessful broker and discuss same; call with counsel and N. Thuraiaratnam re shoring; email to P. Cho re review and response to letter from Torkin Manes re their client's claim against the Debtors; review reply email from P. Cho re they will write to them re stay of proceedings; review and respond to email from Scotiabank re bank draft pick up and closure of account; review of email to TD re payment of fee and request for recipient information of transfers.
1/16/2026	Nisan Thuraiaratnam	Attend a call with P. Cho, B. Masters, A. Dhanani re backfilling the site as per Tarra's letter or to obtain another opinion re the same; receipt and review of letter received from Torkin Manes re his client's lien claim; email to T. Irshad to ask P. Cho to respond; review of email from T. Irshad to P. Cho re creditor contact even though they were informed of the stay of proceedings; review of correspondence with TD re weekly calls on the marketing; review of email from Scotiabank re the need for a signor to attend in person for the bank draft and T. Irshad's response thereto; call with counsel and T. Irshad re shoring.
1/16/2026	Bryan Tannenbaum	DocuSign listing agreement; receipt and review of T. Clements email re start ramping up marketing preparation.
1/17/2026	Nisan Thuraiaratnam	Email correspondence with CBRE re upcoming milestones.
1/17/2026	Tanveel Irshad	Receipt and review of emails from broker re next steps; respond thereto re timing of weekly meetings.
1/19/2026	Arif Dhanani	Review of email chain forwarded by B. Tannenbaum re email from Atria and its counsel, discussion with N. Thuraiaratnam in this regard.
1/19/2026	Nisan Thuraiaratnam	Receipt and review of CRA filing package received in the mail; receipt and review of email from M. Laskin, Goodmans, and from T. Connor, Atria, re the proposed planning surrounding the real property; send same to B. Masters and P. Cho for comments; correspond with TD re the payment of their charge to obtain a copy of the cancelled cheques; receipt and review of email from P. Cho to Torkin Manes re their client's lien claim; receipt and review of email from the City of Toronto's representative, R. Olejnik, re the need for fence to be removed from sidewalk or else a City Order will be enforced; review of email from Scotiabank re the mailing of bank draft; review of response from T. Irshad re same.

Date	Professional	Description
1/19/2026	Tanveel Irshad	Call with Pronto GC to confirm whether fencing was repaired on Friday; receipt and review of 2026 HST filing package; review of email from CBRE re request for additional documents for data room; review database and numerous documents, organize, assemble and upload same to shared folder with broker; email to broker re same; receipt and review of email from P. Cho to Torkin Manes re stay of proceedings; call from Live Patrol re message from City of Toronto re broken fencing; attend to further emails thereto; review and respond to email from Scotiabank re delivery of bank draft; discussion with R. Parwani re filing of RT0001 and RT0002 returns; review of photos from Pronto GC re replacement of fencing; email to City of Toronto representative re same.
1/19/2026	Razma Parwani	Discussion with T. Irshad re filing of RT0001 and RT0002 returns.
1/19/2026	Bryan Tannenbaum	Receipt and review of T. Connor of Atria email re official plan amendments related to the Scarborough Centre Secondary Plan ("SCSP"); discuss with N. Thurairatnam as to status.
1/19/2026	Nisan Thurairatnam	Discuss with B. Tannenbaum the status of the SCSP.
1/20/2026	Nisan Thurairatnam	Review and approve payment for accounts payable.
1/20/2026	Tanveel Irshad	Review of email from A. Varro of WeirFoulds re their review of CAFO's security; email to Marsh to request further documentation; review documentation and forward same to A. Varro; connect Marsh with the Receiver's counsel; review of email from R. Olejnik confirming that fence repair is complete; prepare for and attend call with TD Securities and N. Thurairatnam re feedback.
1/20/2026	Nisan Thurairatnam	Receipt and review of email from T. Irshad to the City of Toronto By-law officer re repair on fence and photo of same; review of emails between A. Varro, T. Irshad and D. Rae (Marsh) re the potential insurance refund from the construction insurance policy; attend a call with TD and T. Irshad re feedback on proposal; attend to several emails between Marsh and WeirFoulds re the insurance refund.
1/21/2026	Arif Dhanani	Review of further email from Atria re SCSP; discussion with N. Thurairatnam re same; call with WeirFoulds, N. Thurairatnam and B. Tannenbaum; review of email in this regard from P. Cho.
1/21/2026	Nisan Thurairatnam	Correspond with A. Ivashenko of TD re listing; receipt and review of the CAFO Notice of Financed Premium sent by Marsh; send email to T. Connor, Atria, re the fence matter has been repaired and the City has responded re same; attend a call with Max Laskin, Goldmans, re the proposed changes to the planning of the real property; discussion with A. Dhanani and B. Tannenbaum, separately, re email to Atria re SCSP; attend a call with WeirFoulds, B. Tannenbaum and A. Dhanani re same; review of email from Scotiabank re the timing of refund.
1/21/2026	Bryan Tannenbaum	Review and sign cheques.
1/21/2026	Bryan Tannenbaum	Receipt and review of Atria email regarding zoning application; discuss with N. Thurairatnam; teams call with WeirFoulds (A. Varro/P. Cho), N. Thurairatnam and A. Dhanani re hearing and implications; subsequent emails from P. Cho re research on this issue.
1/22/2026	Tanveel Irshad	Review of email from Scotiabank re delivery of bank draft to the Receiver; call with CBRE and N. Thurairatnam re marketing launch and CMHC financing; review and respond to email from A. Varro re CAFO's security interest and request for call to discuss Receiver's response; review and respond to email from P. Cho re lifting stay to allow perfection of lien; receipt and review of audit examination letter from CRA.
1/22/2026	Nisan Thurairatnam	Attend a call with CBRE and T. Irshad re marketing progress; receipt and review of email from P. Cho re his meeting with D. Baker re the proposed planning changes and no requirement to attend the Town meeting; receipt and review of email from P. Cho and J. Goode of Torkin Manes re a lien claim; review email

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Date	Professional	Description
		from P. Cho to lift stay to allow perfection of lien; re-review letter from Tarra and send draft email to P. Cho for comments.
1/22/2026	Bryan Tannenbaum	Attend CBRE meeting and post debrief with N. Thuraiaratnam.
1/23/2026	Razma Parwani	Prepare HST return support re RT0002 account for T. Irshad to review.
1/23/2026	Tanveel Irshad	Call from Scotiabank re delivery of bank draft to the Receiver; discussion with R. Parwani re HST examination response; review of email from N. Thuraiaratnam to Tarra re clarification required on their response to backfilling proposal; call with P. Cho, A. Varro and N. Thuraiaratnam re next steps relating to insurance premium security; review of weekly shoring report; review and approve draft HST returns.
1/23/2026	Nisan Thuraiaratnam	Send email to Tarra re the follow up questions on their report to the Receiver on their opinion re the backfilling; attend a call with P. Cho, A. Varro and T. Irshad to discuss, among other things, the insurance refund from the construction insurance broker.
1/26/2026	Tanveel Irshad	Receipt and review of email from P. Cho re draft wording for the report to the lender; review two Pronto GC invoices and arrange for payment; review of Tarra's responses to the Receiver's questions re their recommendation.
1/26/2026	Nisan Thuraiaratnam	Receipt and review of shoring monitoring report from Tarra; review of emails from TD.
1/27/2026	Jennifer Hornbostel	Prepare payments.
1/27/2026	Nisan Thuraiaratnam	Update draft lender report #2.
1/28/2026	Jennifer Hornbostel	Prepare payment; confirm wire details.
1/28/2026	Tanveel Irshad	Review of email from B. Masters re shoring report and request for status of sale process; review of updates to the report to UBC.
1/28/2026	Arif Dhanani	Review of email from B. Masters re second opinion on shoring issue and sales process; review and sign accounts payable cheques; review and sign off on December 2025 bank reconciliation.
1/28/2026	Nisan Thuraiaratnam	Email to J. Hornbostel to set up wire for TD; finalize the first draft of the lender report and attach all appendices; send to A. Dhanani and B. Tannenbaum for review; receipt and review of interim 2026 property tax bill; email to P. Cho re letter to the City re the zoning.
1/28/2026	Razma Parwani	Prepare bank reconciliations for signature for A. Dhanani and A. Baptiste.
1/28/2026	Bryan Tannenbaum	Review and sign cheques.
1/29/2026	Arif Dhanani	Review of second report to UBC and comment thereon; review of email from B. Masters re shoring issue and sales process and N. Thuraiaratnam's response thereto; review of further changes made to second report to UBC by N. Thuraiaratnam, finalize and sign report.
1/29/2026	Tanveel Irshad	Review of emails with B. Masters re sale process and shoring; review of email to CBRE; review of comments on report to UBC; review of email to B. Masters re second report; call with N. Thuraiaratnam re shoring opinions; review and respond to email from Tarra re status of their payment; research and contact engineers that can provide opinions on the shoring; emails to three groups re same; review of email from Tarra representative re snow blocking entrance; call to Pronto GC to arrange for same to be removed; reply email to Tarra representative.
1/29/2026	Bryan Tannenbaum	Attend weekly Zoom call with CBRE and N. Thuraiaratnam for marketing update; review of Second Report to UBC.
1/29/2026	Nisan Thuraiaratnam	Receipt and review of email from B. Masters re shoring reports and re timing of sale process; respond to same; attend the weekly touch base call with CBRE and B. Tannenbaum; send documents requested by CBRE; send email to B. Masters

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Date	Professional	Description
		re quantity surveyor reports; send P. Cho the parcel register for the letter he is preparing for the City; receipt and review of edits to the lender report from A. Dhanani; edit same and send response; attend a call with B. Masters re credit bid and lender report; send lender report to B. Master to pass to UBC.
1/30/2026	Tanveel Irshad	Call with G. Abbiento re snow has been plowed; email to Tarra representative re same and request they attend and provide weekly report as soon as possible; review reply email that they will attend early next week.
1/30/2026	Nisan Thurairatnam	Review of emails between P. Cho and J. Birch re the construction insurance refund.
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.

FEE SUMMARY

Professional	Level	Hours	Rate	Fees
Bryan A. Tannenbaum, FCPA, FCA, FCIRP, LIT	Managing Director	6.30	\$ 750	\$ 4,725.00
Arif N. Dhanani, CPA, CA, CIRP, LIT	Managing Director	3.50	\$ 650	2,275.00
Nisan Thurairatnam, CPA	Senior Manager	21.00	\$ 495	10,395.00
Tanveel Irshad	Senior Associate	17.90	\$ 375	6,712.50
Anne Baptiste/Razma Parwani/Jennifer Hornbostel	Estate Administrator	7.80	\$ 195	1,521.00
Total hours and professional fees		56.50		\$ 25,628.50
HST @ 13%				3,331.71
Total payable				\$28,960.21

GST/HST: 80784 1440 RT0001



To TDB Restructuring Limited
 Court-Appointed Receiver of 1680 Brimley Limited Partnership,
 2808908 Ontario Inc. and Brimley Progress Developments Inc.
 65 Queen St. West, Suite 605
 Toronto, ON M5H 2M5

TDB Restructuring Limited

65 Queen St. West, Suite 605
 Toronto, ON M5H 2M5

info@tdbadvisory.ca

416-575-4440

416-915-6228

tdbadvisory.ca

Date April 15, 2026

Client File 68-001

Invoice TDB #6

No. 2604017

For professional services rendered with respect to the appointment of TDB Restructuring Limited as Court-Appointed Receiver of 1680 Brimley Limited Partnership, 2808908 Ontario Inc. and Brimley Progress Developments Inc. (collectively, the "Debtors") for the period February 1, 2026 to February 28, 2026.

Date	Professional	Description
2/2/2026	Jennifer Hornbostel	Follow up on wire instruction from TD.
2/2/2026	Tanveel Irshad	Receipt and review of emails with TD re payment.
2/2/2026	Arif Dhanani	Review of draft letter from WeirFoulds to Torkin Manes, counsel to A & Architects Inc.; review of email exchange between B. Masters and N. Thurairatnam re Receiver's second report to UBC Solutions Incorporated ("UBC"); review email from P. Cho of WeirFoulds with draft letter to City Council re objection to Scarborough Secondary Plan, finalize and sign letter and email same to City Council clerk's office.
2/2/2026	Nisan Thurairatnam	Receipt and review of marketing materials from CBRE; edit same; send to internal team for additional comments; follow up with P. Cho re letter re zoning; review of email from J. Hornbostel and TD; send a detailed email to TD re need for the wire instructions; receipt and review of letter prepared by WeirFoulds to lift the stay for a lien to be perfected; send same to A. Dhanani with comments; review email from A. Dhanani and then send email to F. Bassong to finalize and send the letter; review of email from B. Masters re letter to the City; respond to same.
2/2/2026	Bryan Tannenbaum	Receipt and review of draft brochure from CBRE; review of N. Thurairatnam's comments; receipt and review of P. Cho email with draft letter to the City Council clerk; review of A. Dhanani's email to City Council clerk.
2/3/2026	Jennifer Hornbostel	Prepare payments; confirm wire details with TD; post payment; provide remittance.
2/3/2026	Jeff Berger	Review and process wire payment to TD.
2/3/2026	Tanveel Irshad	Review and edit marketing materials provided by CBRE; send same to F. Protomanni of CBRE; review snow plowing invoice and arrange for payment; receipt and review of email from P. Cho re his call with counsel to CAFO.
2/3/2026	Arif Dhanani	Review and respond to email from P. Cho re availability for potential call with UBC and its counsel on February 4, 2026.
2/3/2026	Nisan Thurairatnam	Receipt and review of email from P. Cho re letter to the township; review of final letter signed and sent to the City of Toronto re same; review of comments from

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Date	Professional	Description
		T. Irshad on the CBRE documents; approve comments; receipt and review of email from P. Cho re status of the insurance refunds matter; respond re same.
2/3/2026	Bryan Tannenbaum	Receipt and review of CBRE revised brochure; email from N. Thurairatnam to CBRE re our requested changes do not appear to be included.
2/4/2026	Arif Dhanani	Review support for and sign accounts payable cheques.
2/4/2026	Tanveel Irshad	Receipt and review of emails re changes to marketing materials; review and respond to A-D Engineering re pictures of the Real Property to provide quote re shoring; review of quote provided by AJW Engineering and request for call to discuss same; research and email to alternative engineer to request for quote re shoring as it was outside of scope of previously requested engineering company.
2/5/2026	Tanveel Irshad	Review and approve marketing materials; weekly call with CBRE and B. Tannenbaum re status of the sale process.
2/5/2026	Bryan Tannenbaum	Attend weekly marketing update call with CBRE and T. Irshad; receipt and review of CBRE email with data room access; review of CBRE email with distribution brochure email sent to prospective purchasers.
2/6/2026	Tanveel Irshad	Call with prospective engineer re clarifying scope of work identified in their quote; review CBRE's virtual data room and give approval to same; follow up with other engineer re quote; review email from same re request for drawings; email to N. Thurairatnam re whether the Confidentiality Agreement (the "CA") is needed to provide same; receipt and review of weekly shoring report; provide drawings to engineer; call with same engineer to discuss scope of work and provide background re shoring; email update to N. Thurairatnam; receipt and review of email from third engineer re request for reports and drawings; email to N. Thurairatnam re same.
2/6/2026	Nisan Thurairatnam	Receipt and review of email from A. Protomanni with comments in response to my comments on the marketing materials; receipt and review of final brochure; receipt and review of shoring monitoring report #11; receipt and review of final letter from WeirFoulds to Torkin Manes re lien claim; correspond with T. Irshad re CA required for certain parties to quote on the shoring; correspond with B. Tannenbaum re the launch of the sale process and update to UBC.
2/7/2026	Nisan Thurairatnam	Send email and marketing reports to UBC.
2/9/2026	Arif Dhanani	Review of CBRE marketing materials.
2/9/2026	Tanveel Irshad	Calls from Pronto GC re current status of the Real Property and trailer; emails with Live Patrol re same; review WeirFoulds invoice and arrange for payment.
2/9/2026	Nisan Thurairatnam	Review of email from P. Cho to B. Masters re the insurance premium refunds matter.
2/10/2026	Arif Dhanani	Review of email exchange between WeirFoulds and RAR Litigation re lift stay motion and Receiver's reporting to the creditors; respond to email from P. Cho requesting comment on the Receiver's reporting obligations; review of email from J. Izso re potential proposal and existing Certificate of Insurance (the "COI") for CMHC financing and respond thereto; review of legal fees invoice from WeirFoulds.
2/10/2026	Jennifer Hornbostel	Prepare payment.
2/10/2026	Tanveel Irshad	Receipt and review of letter from RAR litigation to P. Cho re lifting stay and interim reports of the Receiver; review email from A. Dhanani to P. Cho re same.
2/10/2026	Nisan Thurairatnam	Receipt and review letter from Astro's counsel requesting the lift of the stay to perfect the lien and a request for the 246(2) notice; receipt and review of email response from A. Dhanani to P. Cho re Astro's request for a 246(2) notice.
2/10/2026	Bryan Tannenbaum	Receipt and review of J. Izso email re prospective purchaser.
2/11/2026	Jennifer Hornbostel	Prepare payment; finalize affidavit of supplementary 245 mailing.

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Date	Professional	Description
2/11/2026	Tanveel Irshad	Review of WeirFoulds invoice and arrange for payment; coordinate delivery of bank draft with Scotiabank; call from Live Patrol representative re 24/7 monitoring and protocol in the event of unauthorized entry; receipt and review of email from engineering firm re their proposed next steps with respect to the review of the shoring; coordinate call with same to discuss further; review updated quote for 24/7 monitoring; attend to further emails with Live Patrol re protocol and quote; prepare CA to be sent to engineer for quote and send same.
2/11/2026	Nisan Thuraiaratnam	Send email to T. Irshad re the second opinions on the shoring; review of several emails from T. Irshad to shoring monitoring companies re the second opinion; review of correspondence from Scotiabank re returned cheque; review of email from Live Patrol re snow plow attendance and re set up of cell contacts in case of an unanswered emergency.
2/11/2026	Bryan Tannenbaum	Receipt and review of CBRE Reporting Letter #1.
2/12/2026	Razma Parwani	File HST returns for outstanding periods; prepare HST return for the month of January for T. Irshad to review.
2/12/2026	Tanveel Irshad	Arrange and attend call with engineer to discuss his proposed next steps re shoring; receipt and review of CBRE reporting letter and marketing timeline report; weekly call with CBRE to discuss same; call from R. Parwani re response letter to Canada Revenue Agency ("CRA"); receipt and review of signed CA from engineer; prepare shared folder and upload requested documents; email to engineer re same.
2/13/2026	Razma Parwani	Draft response letter to CRA re HST audit.
2/13/2026	Tanveel Irshad	Email to engineer to request for quote re analysis of shoring; call from same; receipt and review of weekly shoring monitoring report.
2/13/2026	Arif Dhanani	Call with P. Cho re Atria and necessity for sales process order.
2/13/2026	Nisan Thuraiaratnam	Receipt and review of shoring monitoring report #12, confirming that all piles are stable; receipt and review of CBRE marketing report and progress report; send same to UBC for review.
2/15/2026	Tanveel Irshad	Email to Live Patrol to approve 24/7 monitoring.
2/16/2026	Tanveel Irshad	Receipt and review of email to UBC and counsel re CBRE's first marketing report and update; email to B. Tannenbaum and N. Thuraiaratnam re my call with CBRE.
2/16/2026	Arif Dhanani	Call with B. Tannenbaum re discussion with J. Izso and practicality of obtaining sales process order.
2/17/2026	Arif Dhanani	Review of email from T. Irshad re discussions with CBRE re potential purchaser; review of CBRE marketing materials forwarded by N. Thuraiaratnam; email to P. Cho re availability for team call to discuss sales process order and court attendance, amongst other things.
2/17/2026	Anne Baptiste	Prepare bank reconciliation.
2/17/2026	Jennifer Hornbostel	Post receipt.
2/17/2026	Tanveel Irshad	Receipt and review of email from TD re cheque copies; forward same to N. Thuraiaratnam and next steps; receipt and review of emails with P. Cho re his call with B. Masters re insurance premium priority; receipt and review of emails from Live Patrol re camera is offline; check whether power outage is in the area of the Real Property; email to N. Thuraiaratnam to approve inspection quote; email to Live Patrol to approve quote; receipt and review of email and calls from engineer re site attendance; coordinate same with Pronto GC; email to Pronto GC re new security protocol; email to Tarra re new security protocol; email to engineer to complete CA in order to access drawings and other reports; receipt and review of follow up email to Scotiabank re transfer of funds from Debtor's bank account; prepare statement of receipts and disbursements ("SRD"); review

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Date	Professional	Description
		and markup amended agreement with Live Patrol for 24/7 monitoring; email to B. Tannenbaum to explain amended agreement; receipt and review of email from Live Patrol that 24/7 monitoring will commence tomorrow; review and approve draft HST return for January 2026.
2/17/2026	Nisan Thurairatnam	Send email to P. Cho requesting an update on his call with B. Masters; send follow-up email to Scotiabank for the cheque to be sent to the Receiver; review of email from T. Irshad identifying that CBRE would like a touch base call with UBC following the initial marketing process; receipt and review of cancelled cheque copied received from TD; send email to T. Irshad re confirmation and summary of same; receipt and review of email from P. Cho re update of his call with B. Masters; receipt and review of updated SRD; review and approve accounts payable cheques.
2/17/2026	Bryan Tannenbaum	Receipt and review of N. Thurairatnam's email regarding potential joint venture interest; review and sign revised Live Patrol contract; receipt and review of Atria request for loan ledger statement for their year-end; request same from B. Masters; response sent to Atria requested from UBC.
2/18/2026	Tanveel Irshad	Receipt and review of email from J. Shah and reply email from B. Tannenbaum re loan ledger and review of further emails thereon with B. Masters; email to R. Parwani to cross reference cheques provided by TD with summary of bank withdrawals; email to TD to confirm receipt of their email; receipt and review of CA from engineer; prepare shared folder and compile information and upload to same; email to engineer re same; call with Pronto GC re his attendance yesterday with engineer; emails with Live Patrol re issues with breaker at the Real Property and request for quote from an electrician; attend to further matters thereto; call with N. Thurairatnam re status of shoring quotes; follow up with engineer via email re status of quote; call from same to provide status update; upload additional documents in shared folder with engineer as requested; email to them to coordinate site attendance.
2/18/2026	Arif Dhanani	Review of email from Atria re loan balance with UBC; review email exchange between B. Masters and B. Tannenbaum re same.
2/18/2026	Bryan Tannenbaum	Receipt and review of B. Masters email re Atria request; response sent; discussions and subsequent email from prospective purchaser to A. Dhanani and myself.
2/18/2026	Nisan Thurairatnam	Attend a call with T. Irshad to discuss the shoring quotes.
2/19/2026	Arif Dhanani	Review of email from WeirFoulds re scheduling call and respond thereto; review of CBRE's second marketing report.
2/19/2026	Razma Parwani	Update spreadsheet with TD cheque receipt details.
2/19/2026	Tanveel Irshad	Receipt and review of voicemail from Live Patrol re attendance at the Real Property; call same and approve attendance for Tarra; receipt and review of CBRE's weekly reporting letter; weekly call with CBRE and N. Thurairatnam; email CBRE's report to UBC and their counsel; email to Live Patrol re status of quote for electrician and that Receiver needs monitoring in place at all times; review email that system is back online; email thereto re cause of issue for system going offline; coordinate site attendance for engineer with Pronto GC.
2/19/2026	Nisan Thurairatnam	Attend a weekly touchpoint call with CBRE; receipt and review of CBRE's second marketing report; receipt and review email from T. Connor, Atria, re the planning and adoption of the Scarborough Centre Secondary Plan; respond to email informing that a notice of objection was filed; review of emails from electrician that was called to the site to fix power issues for cameras.
2/19/2026	Bryan Tannenbaum	Receipt and review of CBRE Reporting Letter #2.

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Date	Professional	Description
2/20/2026	Tanveel Irshad	Receipt and review of email from Live Patrol re how power line was damaged during snow removal; review and edit draft response letter to CRA re HST examination.
2/20/2026	Arif Dhanani	Review of email from B. Masters and loan ledger from UBC attached thereto; call with M. Mazzuca, B. Masters, P. Cho and B. Tannenbaum re sales process.
2/20/2026	Bryan Tannenbaum	Receipt and review of B. Masters email attaching loan ledger; teams call with B. Masters, M. Mazzuca, P. Cho and A. Dhanani re Atria re sales process.
2/20/2026	Nisan Thuraiaratnam	Receipt and review of loan ledger from UBC; send same to Atria; receipt and review of email from BMO re cost for bank statements; email to T. Irshad re same.
2/22/2026	Arif Dhanani	Review of email from P. Lachance of RAR Litigation and email to P. Cho in this regard.
2/23/2026	Arif Dhanani	Email to Brentwood Restructuring Services Inc. re discussion with UBC.
2/23/2026	Razma Parwani	Prepare the bank reconciliation for signature for A. Dhanani and A. Baptiste.
2/23/2026	Jennifer Hornbostel	Prepare payment.
2/23/2026	Tanveel Irshad	Email property tax statements to N. Thuraiaratnam to be provided to CBRE; review and approve MLS listing agreement; review of weekly monitoring report; review Toronto Hydro bill and arrange for payment; receipt and review of email from Atria re Receiver's fees and review of subsequent emails thereto.
2/23/2026	Nisan Thuraiaratnam	Attend a call with CBRE re launching on MLS; discuss the property taxes; receipt and review of updated tax schedule; send same to CBRE; receipt and review of Shoring Monitoring Report #13 confirming that the shoring is stable; correspond with K. Shah of Atria re professional fees.
2/23/2026	Bryan Tannenbaum	Docusign MLS form and listing agreement from CBRE; receipt and review of N. Thuraiaratnam's response email to Atria re fees request.
2/24/2026	Razma Parwani	File HST return for the month of January.
2/24/2026	Arif Dhanani	Review and sign off on January 2026 bank reconciliation; review of email from B. Masters to J. Lachance in response to J. Lachance email of February 22, 2026 and J. Lachance's reply thereto; discussion with N. Thuraiaratnam re S. 246(2) report and timing thereof, call with Rousseau Mazzuca and WeirFoulds re sales process order and call with party wishing to have discussion with UBC; review of email from N. Thuraiaratnam to CMHC re request for COI extension; review of email from P. Cho to P. Lachance re lift stay and Receiver's reporting obligations.
2/24/2026	Tanveel Irshad	Correspond with N. Thuraiaratnam re trade name of UBC due to his call with B. Masters; receipt and review of email from A. Protomanni that Real Property is live on MLS.
2/24/2026	Bryan Tannenbaum	Review and sign cheques; receipt and review of CMHC email.
2/24/2026	Nisan Thuraiaratnam	Review and approve accounts payable cheques; receipt and review of marketing post from CBRE; send email to CBRE re disclosure requirement of Court-appointed Receiver; discuss with CBRE timing of MLS launch; attend a call with F. Protomanni re the COI and expiry of same; attend a call with B. Masters re the COI and re her calls with UBC; send email to CMHC to request extension of the COI; discuss with A. Dhanani his calls with B. Masters and P. Cho re sale process; review of emails from Astro's counsel re 246(2) notice; review of email from A. Dhanani to P. Cho re same; send email to T. Irshad to prepare the 246(2) in advance of the March 10 deadline; review of email from CBRE re live on MLS; send email to CMHC re the extension of the COI.
2/25/2026	Razma Parwani	Finalize the response letter to CRA re HST examination and submit the letter via CRA's online secure drop zone.

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Date	Professional	Description
2/25/2026	Arif Dhanani	Review of email from P. Cho re notice of adoption from the City Council and respond thereto; review of response from CMHC re extension to COI and writing to CBRE re same; review of email from WeirFoulds with update on City Council meeting, adoption of Scarborough Secondary Plan and bill not being put forward until March or April 2026; review of email from CBRE re extension; review of email from P. Cho re lift/stay consent and lien actions and scheduling call to discuss same.
2/25/2026	Tanveel Irshad	Call from Live Patrol re approval for attendance at the Real Property, approve same; receipt and review of emails with P. Cho re status of notice of adoption; receipt and review of email from engineer re shoring; reply email sent re status of proposal.
2/25/2026	Bryan Tannenbaum	Receipt and review of CBRE Capital's response re CMHC status; discuss with N. Thuraiaratnam; review of N. Thuraiaratnam's email to B. Masters and M. Mazzuca.
2/25/2026	Nisan Thuraiaratnam	Receipt and review of email from P. Cho re letter from the Scarborough Secondary Plan re notice of adoption; review of email from A. Dhanani re same; send response to P. Cho; review of email from J. Cameron, CMHC, re the need to get CBRE Capital to extend the COI; send email to CBRE Capital requesting the same; receipt and review of email from P. Cho to J. Lachance re the Astro matter; review and approve letter to CRA in response to CRA's audit letter to the Receiver; receipt and review of email from J. Curry, WeirFoulds, re her call with the City planner; receipt and review of email from J. Harland, CBRE Capital, re the COI extension; discuss same with B. Tannenbaum; send email to B. Masters to understand UBC's position on same.
2/26/2026	Tanveel Irshad	Weekly call with CBRE and the Receiver re status of sale process and CMHC financing; receipt and review of email from J. Harland re steps that need to be taken for them to consider extension of CMHC financing; receipt and review of email from CBRE (broker) re discussion points for call with CBRE Capital; receipt and review of CBRE's third reporting letter and send same to UBC; receipt and review of voicemail from Live Patrol re entry at the Real Property for snow removal.
2/26/2026	Arif Dhanani	Review of correspondence exchange between B. Masters and N. Thuraiaratnam re COI extension and timing of call; brief review of CBRE's third marketing report.
2/26/2026	Bryan Tannenbaum	Receipt and review of B. Masters response to our email re CMHC; attend weekly teams call with CBRE, N. Thuraiaratnam and T. Irshad to review marketing update and CMHC issues; receipt and review of T. Clements email re COI questions regarding CMHC.
2/26/2026	Nisan Thuraiaratnam	Attend a call with CBRE and the Receiver to discuss marketing to date, the LOI, and the potential JV opportunities; email to B. Masters re progress reports received from the Debtors; receipt and review of email from B. Masters re response from CBRE Capital re the LOI; respond to same; receipt and review reporting letter from CBRE; send email to CBRE Capital for a call to discuss the LOI with the realtor.
2/27/2026	Tanveel Irshad	Receipt and review of email from engineer re proposal will be provided today; call with N. Thuraiaratnam re TD transfers and contacting recipients; review insurance records; email to insurer to renew policy; receipt and review of weekly monitoring report.
2/27/2026	Arif Dhanani	Attend call with N. Thuraiaratnam and WeirFoulds re RAR Litigation email and proposed order re setting down matters for trial; review of email exchange between P. Cho and B. Masters re Astro default judgement; review of email from RAR Litigation re lift/stay order and consent therefor.

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Date	Professional	Description
2/27/2026	Nisan Thurairatnam	Attend a call with T. Irshad re the bank tracing and the money sent to Hansalex Corp; attend a call with P. Cho, W. Jaskiewicz and A. Dhanani re the lien claims and a lien claims process; receipt and review Judgement of Astro Excavating sent by B. Masters; receipt and review shoring report confirming all piles are stable; arrange for a call with CBRE Capital to discuss LOI extension issues.
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.

FEE SUMMARY

Professional	Level	Hours	Rate	Fees
Bryan A. Tannenbaum, FCPA, FCA, FCIRP, LIT	Managing Director	6.80	\$ 750	\$ 5,100.00
Arif N. Dhanani, CPA, CA, CIRP, LIT	Managing Director	7.00	\$ 650	4,550.00
Jeffrey K. Berger, CPA, CA, CIRP, LIT	Managing Director	0.20	\$ 595	119.00
Nisan Thurairatnam, CPA	Senior Manager	13.60	\$ 495	6,732.00
Tanveel Irshad	Senior Associate	14.80	\$ 375	5,550.00
Anne Baptiste/Razma Parwani/Jennifer Hornbostel	Estate Administrator	5.40	\$ 195	1,053.00
Total hours and professional fees		47.80		\$ 23,104.00
HST @ 13%				3,003.52
Total payable				\$ 26,107.52

GST/HST: 80784 1440 RT0001



To TDB Restructuring Limited
 Court-Appointed Receiver of 1680 Brimley Limited Partnership,
 2808908 Ontario Inc. and Brimley Progress Developments Inc.
 65 Queen St. West, Suite 605
 Toronto, ON M5H 2M5

TDB Restructuring Limited
Court-Appointed Receiver of 1680 Brimley Limited Partnership

65 Queen St. West, Suite 605
 Toronto, ON M5H 2M5

info@tdbadvisory.ca

416-575-4440

416-915-6228

tdbadvisory.ca

Date May 4, 2026

Client File 68-001

Invoice TDB #7

No. 2605004

For professional services rendered with respect to the appointment of TDB Restructuring Limited as Court-Appointed Receiver of 1680 Brimley Limited Partnership, 2808908 Ontario Inc. and Brimley Progress Developments Inc. (collectively, the "Debtors") for the period March 1, 2026 to March 31, 2026.

Date	Professional	Description
3/2/2026	Arif Dhanani	Call with B. Masters of Rousseau Mazzuca, P. Cho of WeirFoulds and N. Thurairatnam re various issues in connection with liens, sales process and financial information.
3/2/2026	Tanveel Irshad	Call from engineer re status of their shoring proposal; emails with insurer re renewal; review renewal document and email insurer that Certificate of Insurance ("COI") is missing UBC Solutions Incorporated ("UBC") as additional insured; review updated COI; email to R. Parwani in this regard; review insurance invoice and arrange for payment; email updated COI to UBC and their counsel.
3/2/2026	Nisan Thurairatnam	Attend a call with T. Clements (CBRE Realtor) and J. Harland (CBRE Capital) re the potential options for the COI that is with CBRE Capital and the Canada Mortgage and Housing Corporation ("CMHC"); attend to matters re insurance renewals; attend a call with B. Masters, P. Cho, A. Dhanani to discuss, among other things, the letter of intent, the liens, the insurance claims, the security opinion; receipt and review of email from B. Masters re the insurance progress updates; attend a call with B. Masters to discuss the bank accounts found from tracing exercise; send the updated corporate profile report to the auditor of Atria as per request.
3/3/2026	Arif Dhanani	Email to B. Masters with contact information for party wishing to discuss potential transaction with UBC; review and respond to party interested in potential transaction for the real property.
3/3/2026	Jennifer Hornbostel	Prepare payment.
3/3/2026	Razma Parwani	Prepare statement of receipts and disbursements ("SRD") for the period ending March 10, 2026 to be attached to the s.246(2) interim report.
3/3/2026	Tanveel Irshad	Review bank account and send email to B. Tannenbaum and N. Thurairatnam re need for funding.
3/3/2026	Nisan Thurairatnam	Correspond with T. Irshad re the SRD.
3/3/2026	Bryan Tannenbaum	Meeting with prospective purchaser; email from another prospective purchaser.

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Date	Professional	Description
3/4/2026	Arif Dhanani	Review of email from RAR Litigation re breach of trust action, including review of consent and draft order attached thereto, review of email from P. Cho re same and respond thereto; review email from RAR Litigation re consent judgement and attachments thereto.
3/4/2026	Razma Parwani	Draft the s.246(2) interim report to March 10,2026 for T. Irshad's review.
3/4/2026	Tanveel Irshad	Prepare SRD.
3/4/2026	Bryan Tannenbaum	Receipt and review of email from A. Protomanni of CBRE attaching Confidentiality Agreement ("CA") from Oxford; review of N. Thurairatnam's response and comments.
3/4/2026	Nisan Thurairatnam	Prepare and send email to B. Masters with information re the Scotiabank accounts; receipt and review of email from P. Cho re lifting the stay to perfect lien; review documents re same; update service list; receipt and review of redline to CA sent by a prospective purchaser to CBRE to access data room document; send my edits back to CBRE.
3/5/2026	Tanveel Irshad	Call from N. Thurairatnam re status of future call with UBC and CBRE, and CMHC financing ahead of weekly call with CBRE; receipt and review of changes to CA with CBRE and review of N. Thurairatnam's response thereto; receipt and review of CBRE's weekly reporting letter; weekly call with CBRE and B. Tannenbaum; debrief with B. Tannenbaum and N. Thurairatnam re CMHC financing, COI status, and work completed to date; call with N. Thurairatnam re status of liens; receipt and review of email from F. Protomanni re discussions from weekly call; review application materials to find work done to date; draft response email to CBRE; email CBRE's reporting letter to UBC and their counsel; review of N. Thurairatnam's response email to F. Protomanni; receipt and review of T. Clements' reply email.
3/5/2026	Bryan Tannenbaum	Receipt and review of reporting letter #4 from CBRE; weekly teams call with CBRE (T. Clements/F. Protomanni/A. Protomanni) and T. Irshad; subsequent discussion with N. Thurairatnam and T. Irshad re costs to date, CMHC financing and COI status/ extension; receipt and review of N. Thurairatnam's response providing clarification to CBRE; review of CBRE response; review of T. Clements responding email to N. Thurairatnam re costing reports.
3/5/2026	Nisan Thurairatnam	Call with T. Irshad re status of future call with UBC and CBRE and CMHC financing in preparation of weekly call with CBRE; receipt and review of CBRE's reporting letter #4; attend a call with B. Tannenbaum and T. Irshad re the meeting with CBRE and re questions on the COI and building progress reports; subsequent call with T. Irshad to discuss the status of liens; receipt and review of email from CBRE re same; respond to all questions from CBRE; review of response from CBRE; respond to all questions again to CBRE; call with J. Harland of CBRE Capital re COI; call with B. Masters re Quality Surveyor and other matters.
3/6/2026	Tanveel Irshad	Receipt and review of weekly shoring report.
3/6/2026	Arif Dhanani	Review of email from WeirFoulds with updated service list, review same, email to D. Nishimura with request to post updated service list to Receiver's website; emails with BMO re bank statements for Receiver's account and non-generation of same on BMO banking platform; review of CBRE's fourth marketing report.
3/6/2026	Nisan Thurairatnam	Receipt and review of shoring monitoring report #15 confirming all piles are stable.
3/6/2026	Donna Nishimura	Post service list to the webpage on the TDB website.
3/9/2026	Arif Dhanani	Review of letter received from H. Jain re CMHC COI extension; review and comment on N. Thurairatnam's draft reply to H. Jain; review of final email to H. Jain from N. Thurairatnam; review email from B. Masters.

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Date	Professional	Description
3/9/2026	Tanveel Irshad	Review and edit the interim report of the Receiver and SRD.
3/9/2026	Nisan Thuraiatnam	Receipt and review letter from H. Jain re the COI; attend a call with B. Tannenbaum re same; draft response for partner review; review edits from A. Dhanani; send response to H. Jain; send update to B. Masters; attend a call with J. Leon, (Menkes) and B. Tannenbaum re urgent request from H. Jain; attend a call with M. Sapir, J. Leon, A. Caranci, and B. Tannenbaum re interest on the property and the COI extension.
3/9/2026	Bryan Tannenbaum	Receipt and review of letter from H. Jain of Atria regarding CMHC COI; call from M. Sapir; call with N. Thuraiatnam re responding to H. Jain letter; receipt and review of N. Thuraiatnam's responding email to H. Jain; teams call with J. Leon T Caranci, M. Sapir and N. Thuraiatnam to discuss status of CMHC COI and interest on the property; review of B. Masters email.
3/10/2026	Arif Dhanani	Review S.246(2) report prepared by R. Parwani, make changes to same, sign and send email to R. Parwani with request to assemble report with appendices and send same to the Office of the Superintendent of Bankruptcy ("OSB").
3/10/2026	Razma Parwani	Prepare and fax the S.246(2) interim report to March 10, 2026 to the OSB.
3/10/2026	Tanveel Irshad	Correspond with N. Thuraiatnam re status of funding ahead of insurance premium payment deadline; receipt and review of shoring proposals; instruct R. Parwani to follow up with RBC re the Receiver's letter; receipt and review of pre-filing notices of assessments for Brimley Progress Developments Inc.; email internally re same.
3/10/2026	Nisan Thuraiatnam	Correspondence with T. Irshad re status of funding; attend a call with B. Masters to discuss several aspects of mandate; draft funding request and update SRD.
3/11/2026	Jennifer Hornbostel	Prepare payment.
3/11/2026	Arif Dhanani	Review of email from RAR Litigation and discussion with N. Thuraiatnam re same.
3/11/2026	Tanveel Irshad	Review Pronto GC invoices and arrange for payment; receipt and review of email from J. Lachance of RAR Litigation re request for Receiver's interim report; review of reply email from N. Thuraiatnam with interim report; receipt and review of email from J. Lachance re potential other assets in the estate; discuss same and shoring proposals with N. Thuraiatnam; receipt and review of email from N. Thuraiatnam re potential other assets; follow up with Navhar Properties Inc. re accounts receivables.
3/11/2026	Bryan Tannenbaum	Receipt and review of J. Lachance's email requesting report; review of N. Thuraiatnam's response thereto; further email from J. Lachance requesting further clarification; receipt and review of N. Thuraiatnam's email to UBC re funding requirements.
3/11/2026	Nisan Thuraiatnam	Receipt and review of HST letter from Canada Revenue Agency; receipt and review of email from RAR Litigation, Astro Counsel, requesting the 245/246; discussion with A. Dhanani re the same and send same in response; receipt and review of email to RBC re accounts; receipt and review of response from J. Lachance; discussion with T. Irshad re shoring proposal and J. Lachance email; send email to P. Cho re call request and background; prepare funding request and send same to UBC.
3/12/2026	Tanveel Irshad	Meeting with N. Thuraiatnam re TD bank ("TD") accounts and tracing; review of summary of withdrawals for all TD accounts and email to J. Hornbostel in this regard.
3/12/2026	Arif Dhanani	Call with P. Cho and F. Bassong of WeirFoulds and N. Thuraiatnam re response to RAR Litigation email and lien priorities.
3/12/2026	Nisan Thuraiatnam	Attend a call with CBRE and B. Tannenbaum to discuss the sale process and the expectations when the bid deadline approaches; attend a call with P. Cho,

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Date	Professional	Description
		A. Dhanani and F. Bassong to discuss the response from RAR Litigation on the s.246(2) and the financial statements; meeting with T. Irshad re the TD accounts and tracing exercise; send email to B. Masters re call for the RAR Litigation matter.
3/12/2026	Bryan Tannenbaum	Weekly teams call with CBRE (F. Protomanni/A. Protomanni/T. Clements) and N. Thuraiaratnam to discuss the sale process and the expectations with respect to the bid deadline process.
3/12/2026	Jennifer Hornbostel	Review TD statements.
3/13/2026	Jennifer Hornbostel	Bank statement review and tracker update.
3/13/2026	Arif Dhanani	Review of legal bill from WeirFoulds; review of Receiver's GL; email to N. Thuraiaratnam re requirement for funding.
3/13/2026	Nisan Thuraiaratnam	Attend a call with B. Masters to discuss, among other things, the credit agreement between the Debtors and UBC; attend a call with B. Masters to discuss her response in relation to the blocked account agreement with CIBC and the lien holdback; receipt and review of shoring monitoring report confirming that all piles are stable; receipt and review of email draft from P. Cho to H. Jain; edit same and send to H. Jain; discussion with B. Tannenbaum re tracing of funds.
3/13/2026	Bryan Tannenbaum	Discussions with N. Thuraiaratnam re status and tracing of funds; receipt and review of N. Thuraiaratnam's email to H. Jain to follow up request for books and records.
3/14/2026	Tanveel Irshad	Receipt and review of weekly monitoring shoring report.
3/16/2026	Arif Dhanani	Review of email from N. Thuraiaratnam to H. Jain re access to books and records; emails to/from N. Thuraiaratnam and F. Bassong re access to documents.
3/16/2026	Razma Parwani	Prepare the HST return for the month of February for T. Irshad's review.
3/16/2026	Tanveel Irshad	Receipt and review of TD statements with summary prepared; email to TD to request for information on recipients of withdrawals; receipt and review of CBRE's weekly marketing report; email to UBC with comments on report.
3/16/2026	Nisan Thuraiaratnam	Receipt and review of CBRE reporting letter; review comments from B. Tannenbaum re same; receipt and review of email from T. Irshad to TD re bank cheque requests; receipt and review of draft email from T. Irshad to UBC; edit same; receipt and review of email from B. Masters re documents Debtors provided via undertaking; review of email from B. Masters re restricted cash; send email to A. Dhanani re same.
3/16/2026	Anne Baptiste	Prepare bank reconciliation.
3/16/2026	Bryan Tannenbaum	Receipt and review of CBRE reporting letter #5; provide comments to N. Thuraiaratnam re the same; receipt and review of B. Masters email attaching answers to undertakings provided by Atriacon Management Inc.; receipt and review of T. Irshad's email to UBC with CBRE reporting letter #5.
3/17/2026	Arif Dhanani	Call with N. Thuraiaratnam to discuss response to RAR Litigation response; review of email from N. Thuraiaratnam, including attachments thereto re response to RAR Litigation email; review of email from T. Irshad and attachment thereto re CBRE fifth marketing report; emails from/to F. Bassong re iManage Share and access to documents.
3/17/2026	Tanveel Irshad	Receipt and review of email from Live Patrol re attendance today to service their equipment; review Pronto GC invoice and arrange for payment; review and approve draft HST return for February 2026.
3/17/2026	Nisan Thuraiaratnam	Attend a call with A. Dhanani to discuss response to RAR Litigation regarding their information request in reply to the s.246(2) report.
3/18/2026	Jennifer Hornbostel	Post receipt; prepare payments.

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Date	Professional	Description
3/18/2026	Rishi Shukla	Prepare and finalize Receiver's Certificate #3; review engineering quotes re shoring work and prepare summary.
3/18/2026	Tanveel Irshad	Follow up with TD re request for details on recipients of withdrawals; receipt of funding and discussion with R. Shukla to prepare Receiver's certificate and summary of shoring proposals; receipt and review of email from B. Masters re interested party and their work another party that has conflict with UBC; receipt and review of email from T. Clements re CMHC COI.
3/18/2026	Bryan Tannenbaum	Receipt and review of T. Clements email re COI; receipt and review of B. Masters email regarding LIUNA issues.
3/18/2026	Nisan Thuraiaratnam	Review and approve four accounts payable cheques.
3/19/2026	Arif Dhanani	Review and sign accounts payable cheques.
3/19/2026	Jennifer Hornbostel	Prepare payment.
3/19/2026	Tanveel Irshad	Receipt and review of emails re preparation of reporting letter; receipt and review of email from K. Terceira re Receiver's attendance at head office and request for books and records; receipt and review of email from TD re timeline to provide information on recipients of transfers.
3/19/2026	Nisan Thuraiaratnam	Review email from the environmental engineer re soil sample; receipt and review of email from TD re timing of cheques; receipt and review of email from B. Masters re unions and how a joint venture would work if there are different unions involved; receipt and review of email from K. Terceira of Atria re the attendance at the real property; emails with A. Dhanani re same.
3/19/2026	Bryan Tannenbaum	Attend weekly teams meeting with CBRE; review, approve and sign cheques; receipt and review of N. Thuraiaratnam's email to B. Masters regarding unions and restrictions; receipt and review of K. Terceira of Atria email responding to March 13, 2026 email regarding obtaining books and records.
3/20/2026	Razma Parwani	Send bank reconciliation to A. Dhanani and A. Baptiste for signature.
3/20/2026	Arif Dhanani	Review of email from K. Terceira, in-house counsel to Atria re access to books and records; call with N. Thuraiaratnam with comments on draft response to Atria.
3/20/2026	Nisan Thuraiaratnam	Prepare a response to J. Lachance re his questions on the Debtors assets and the Debtors blocked bank account; draft a detailed response re same; send email to A. Dhanani re same; detail review of email from K. Terceira; prepare a detailed response to H. Jain and send same to A. Dhanani; attend a call with A. Dhanani re edits to response; update response and send same to K. Terceira and H. Jain; send update to B. Masters re same.
3/20/2026	Bryan Tannenbaum	Receipt and review of N. Thuraiaratnam's draft email to J. Lachance; receipt and review of N. Thuraiaratnam's draft email to Atria re access to books and records; receipt and review of N. Thuraiaratnam's email responding to Atria re access to books and records; receipt and review of N. Thuraiaratnam's email to B. Masters forwarding same.
3/21/2026	Tanveel Irshad	Receipt and review of weekly shoring monitoring report; receipt and review of N. Thuraiaratnam's draft email to P. Cho re response to Debtors books and records; receipt and review of detailed email to Debtors re head office clarification and Receiver's efforts to attend same.
3/23/2026	Arif Dhanani	Review and sign off on February 2026 bank reconciliation.
3/23/2026	Nisan Thuraiaratnam	Receipt and review of shoring reporting letter confirming piles are stable.
3/24/2026	Razma Parwani	File HST return for the month of February.
3/24/2026	Jennifer Hornbostel	Prepare payment.
3/24/2026	Bryan Tannenbaum	Emails with C. Sebben of First National re possible creditor.

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Date	Professional	Description
3/25/2026	Arif Dhanani	Review of email exchange between N. Thuraiaratnam and P. Cho re response to RAR Litigation email; discussion with B. Tannenbaum and N. Thuraiaratnam re letter from H. Jain.
3/25/2026	Bryan Tannenbaum	Teams call with C. Sebben and E. Ku-Stein re H. Jain guarantees; receipt and review of H. Jain letter regarding access to books and records; receipt and review of H. Jain's email letter which was critical of the sales process; discuss same with N. Thuraiaratnam and A. Dhanani; receipt and review of P. Cho comments on draft email response to J. Lachance; correspondence with B. Masters responding to our request concerning personal guarantees, if any.
3/25/2026	Nisan Thuraiaratnam	Follow up with P. Cho on response to J. Lachance; discussion with B. Tannenbaum and A. Dhanani re H. Jain letter; review of email from B. Tannenbaum to B. Masters re H. Jain's personal guarantees; receipt and review of two letters received from H. Jain re the books and records.
3/26/2026	Arif Dhanani	Review of letter from H. Jain re books and records; review of letter from H. Jain re sales process; review of email from P. Cho with comments on response to RAR Litigation; call with P. Cho, F. Bassong, B. Tannenbaum and N. Thuraiaratnam re letters from H. Jain; review of email from P. Cho to B. Moldaver; filing various emails; review P. Cho comments on response to RAR Litigation email; call with N. Thuraiaratnam to discuss the approach on the books and records next week.
3/26/2026	Nisan Thuraiaratnam	Call with B. Tannenbaum re status and update to CBRE; email to CBRE re rescheduling today's call to tomorrow after bids are called; send two letters from H. Jain to P. Cho; prepare for and attend a call with P. Cho, F. Bassong, B. Tannenbaum and A. Dhanani to discuss the letters re received from H. Jain; receipt and review of email from P. Cho to B. Moldaver; call with A. Dhanani re approach on the book and records during next week site attendance.
3/26/2026	Bryan Tannenbaum	Call with N. Thuraiaratnam to discuss status and discussions with CBRE to advise them of the recent H. Jain letter; teams call with WeirFoulds (P. Cho/ F. Bassong), A. Dhanani and N. Thuraiaratnam to discuss the letters from H. Jain and responses required; receipt and review of P. Cho email with comments/edits to the email to J. Lachance.
3/27/2026	Tanveel Irshad	Receipt and review of email from F. Protomanni re interest received as of bid deadline; receipt and review of weekly shoring report.
3/27/2026	Arif Dhanani	Review of draft email from N. Thuraiaratnam to H. Jain re attendance and comment thereon; review of email from N. Thuraiaratnam to H. Jain; review of email from N. Thuraiaratnam to RAR Litigation.
3/27/2026	Bryan Tannenbaum	Teams call with CBRE and N. Thuraiaratnam to discuss offers and issues; receipt and review of CBRE summary of offers; review of N. Thuraiaratnam's email to Mr. Jain regarding attendance.
3/27/2026	Nisan Thuraiaratnam	Receipt and review of email from J. Curry re the Scarborough Secondary plan did not go forward at the council meeting; attend a call with CBRE and B. Tannenbaum to discuss the offers received; send email to H. Jain re the Receiver's attendances; receipt and review of the offers that were received as of the bid deadline; receipt and review of edits to the response to RAR Litigation from P. Cho; send draft to B. Masters; email to RAR Litigation re the blocked banking account and assets the Receiver intends to realize on; receipt and review of email from J. Zhang with report confirming that the shoring is stable.
3/29/2026	Tanveel Irshad	Receipt and review of summary of offers.
3/30/2026	Arif Dhanani	Review of email from D. Nishimura and bank draft from Scotiabank attached thereto.
3/30/2026	Tanveel Irshad	Receipt of funds transferred from Scotiabank relating to Debtors bank account; respond to email from D. Nishimura re same.

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Date	Professional	Description
3/30/2026	Donna Nishimura	Prepare receipts processing form and deposit bank draft from Scotiabank at the bank.
3/30/2026	Bryan Tannenbaum	Receipt and review of Otis Elevator' s counsels email regarding claim.
3/30/2026	Jennifer Hornbostel	Post receipt.
3/31/2026	Bryan Tannenbaum	Receipt and review of offer matrix and approve same for sending to UBC; receipt and review of N. Thuraiaratnam's email to UBC and counsel with matrix and requesting call to discuss.
3/31/2026	Donna Nishimura	Post Service List to the webpage on the TDB website.
3/31/2026	Tanveel Irshad	Review and edit summary of shoring proposals; receipt and review of draft detailed marketing summary prepared by CBRE and make edits therein.
3/31/2026	Nisan Thuraiaratnam	Receipt and review of email from a creditor requesting to be added to the service list and for a call; respond to same; send email to counsel re service list; receipt and review of email from P. Cho re if a security opinion is required on the insurance matter; review response from B. Masters re same; send the offers received to date to UBC and request a call to discuss same.
3/31/2026	Nisan Thuraiaratnam	Receipt, review and approve one account payable cheque.
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.

FEE SUMMARY

Professional	Level	Hours	Rate	Fees
Bryan A. Tannenbaum, FCPA, FCA, FCIRP, LIT	Managing Director	11.90	\$ 750	\$ 8,925.00
Arif N. Dhanani, CPA, CA, CIRP, LIT	Managing Director	7.00	\$ 650	4,550.00
Nisan Thuraiaratnam, CPA, CIRP	Senior Manager	21.10	\$ 495	10,444.50
Tanveel Irshad	Senior Associate	9.80	\$ 375	3,675.00
Rishi Shukla, CPA	Senior Associate	1.10	\$ 375	412.50
Anne Baptiste/Razma Parwani/Jennifer Hornbostel/Donna Nishimura	Estate Administrator	10.10	\$ 195	1,969.50
Total hours and professional fees		61.00		\$ 29,976.50
HST @ 13%				3,896.95
Total payable				\$ 33,873.45

GST/HST: 80784 1440 RT0001



To TDB Restructuring Limited
 Court-Appointed Receiver of 1680 Brimley Limited Partnership,
 2808908 Ontario Inc. and Brimley Progress Developments Inc.
 65 Queen St. West, Suite 605
 Toronto, ON M5H 2M5

TDB Restructuring Limited

65 Queen St. West, Suite 605
 Toronto, ON M5H 2M5

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416-575-4440

416-915-6228

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Date June 5, 2026

Client File 68-001

Invoice TDB #8

No. 2606025

For professional services rendered with respect to the appointment of TDB Restructuring Limited as Court-Appointed Receiver of 1680 Brimley Limited Partnership, 2808908 Ontario Inc. and Brimley Progress Developments Inc. (collectively, the "Debtors") for the period April 1, 2026 to April 30, 2026.

Date	Professional	Description
4/1/2026	Arif Dhanani	Review email from N. Thurairatnam and offer matrix in connection with bids for property; review support for and sign accounts payable cheques.
4/1/2026	Bryan Tannenbaum	Receipt and review of draft CBRE reporting letter to be provided to UBC Solutions Incorporated ("UBC"); review of comments thereon.
4/2/2026	Tanveel Irshad	Call with CBRE re scheduling call with UBC; email to CBRE re same; coordinate call with CBRE and UBC.
4/2/2026	Razma Parwani	Return the call to Canada Revenue Agency officer re HST examination.
4/2/2026	Arif Dhanani	Review of draft letter from P. Cho of WeirFoulds to B. Moldaver, Counsel to the Debtors; review Receiver's appointment order and letter from H. Jain dated March 25, 2026 re sale activities and comment on draft letter; review of email exchange re meeting with UBC and its counsel to consider bids on property.
4/2/2026	Nisan Thurairatnam	Receipt and review of email from P. Cho re call with B. Moldaver; review of draft letter to B. Moldaver; review of comments from A. Dhanani and B. Tannenbaum; review of email from T. Irshad to CBRE following their Teams call; send email to CBRE re timing of meeting with the secured creditor; attend a call with P. Cho, V. Cross of Dentons, re the status of the receivership and V. Cross' client's unsecured claim.
4/2/2026	Bryan Tannenbaum	Receipt and review of P. Cho's draft email to Debtors' counsel; provide comments; receipt and review of A. Dhanani's comments; review of P. Cho's replies to same.
4/6/2026	Nisan Thurairatnam	Receipt and review of shoring monitoring report from Tarra Engineering ("Tarra"); attend a call with R. Shukla re the site attendance tomorrow; prepare for tomorrow's site attendance; call with Pronto GC re standby to pick up books and records.
4/6/2026	Tanveel Irshad	Receipt and review of weekly shoring monitoring report.
4/6/2026	Arif Dhanani	Review email from K. Terceira, in-house counsel to Atria/H. Jain re access to books and records and respond thereto.

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Date	Professional	Description
4/6/2026	Rishi Shukla	Call with N. Thuraiatnam re attendance at registered head office of the Debtors; prepare for same.
4/6/2026	Bryan Tannenbaum	Receipt and review of K. Terceira's email re City of Toronto notice of approval conditions; forward same to N. Thuraiatnam; receipt and review of K. Terceira's email to N. Thuraiatnam re attendance at offices and computer issues; review of A. Dhanani's response thereto; receipt and review of P. Cho's draft email to B. Moldaver; respond to same re that it should be sent after the Receiver's attendance tomorrow.
4/7/2026	Arif Dhanani	Review of revised letter to counsel for Atria/H. Jain sent by P. Cho and approve same; review email from B. Tannenbaum with comment on timing of release of letter; call with UBC and its counsel, CBRE and N. Thuraiatnam re bids.
4/7/2026	Tanveel Irshad	Receipt and review of email from Live Patrol re unauthorized entry; correspond with Pronto GC and understand that it is them attending for de-icing and snow removal; call with Live Patrol re same; receipt and review of memo prepared by R. Shukla re attendance at head office.
4/7/2026	Rishi Shukla	Attend at the Debtors' head office and meet with H. Jain and other staff; draft attendance memo re the same; draft email to H. Jain re the Receiver's attendance.
4/7/2026	Nisan Thuraiatnam	Receipt and review of email from K. Terceira re servers are down and books and records cannot be provided; draft response; review of email from A. Dhanani re same; attend the leased premises of the Debtors; meet with H. Jain and other staff; discuss memo to file with R. Shukla; receipt and review of updated letter to B. Moldaver prepared by P. Cho; correspond with P. Cho re the site attendance and re the delivery of the letter to B. Moldaver; review and edit the memo to the file; send email to H. Jain re the Receiver's attendance and need to reschedule; attend a call with UBC, B. Masters, M. Mazzuca, CBRE and A. Dhanani to discuss the offers received and potential next steps; attend a debrief call without CBRE to discuss the other matters of the receivership; email to P. Cho re the next steps and Court attendance.
4/7/2026	Bryan Tannenbaum	Receipt and review of N. Thuraiatnam's email to P. Cho to issue letter to B. Moldaver after attendance at the premises and servers down; receipt and review of P. Cho's email to B. Moldaver; receipt and review of N. Thuraiatnam's email to H. Jain re the Receiver's attendance today and servers down and need to reattend.
4/8/2026	Arif Dhanani	Review and sign off on accounts payable cheques.
4/8/2026	Jennifer Hornbostel	Prepare payments.
4/8/2026	Tanveel Irshad	Receipt and review of voicemail from F. Protomanni of CBRE re need for call tomorrow; review of subsequent emails with N. Thuraiatnam and F. Protomanni re same.
4/8/2026	Rishi Shukla	Review email from N. Thuraiatnam re email from creditor re unpaid invoices; draft and send response to N. Thuraiatnam for review.
4/8/2026	Anne Baptiste	Prepare bank reconciliation.
4/8/2026	Nisan Thuraiatnam	Review of email to a creditor; respond to same; correspond with CBRE re next steps.
4/9/2026	Tanveel Irshad	Receipt and review of edits to memo re Receiver's attendance on April 7 th at head office of the Debtors.
4/9/2026	Arif Dhanani	Review of attendance memo circulated by R. Shukla and comment thereon; email to N. Thuraiatnam and T. Irshad in this regard; call with N. Thuraiatnam; review of email from N. Thuraiatnam re organizational chart and shoring quotes; review shoring quotes; review of updated memo circulated by R. Shukla.

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Date	Professional	Description
4/9/2026	Rishi Shukla	Review changes to the site attendance memo, finalize the memo with the changes; correspondence with N. Thurairatnam re the memo and changes.
4/9/2026	Nisan Thurairatnam	Review of email from T. Irshad re shoring monitoring quotes; review the quotes received; call with A. Dhanani; review comments from A. Dhanani re the site attendance memo; correspondence with R. Shukla re the same; draft and send mail to UBC re the H. Jain organizational chart and re the shoring monitoring quotes; receipt and review of email from B. Masters re group call and next steps on the liens; respond to same.
4/9/2026	Bryan Tannenbaum	Receipt and review of N. Thurairatnam's email to UBC and counsel re organization chart and shoring details; review of R. Shukla's attendance at premises memo.
4/10/2026	Tanveel Irshad	Receipt and review of weekly shoring report.
4/10/2026	Arif Dhanani	Review of letter from WeirFoulds to B. Moldaver re Debtors' letter in connection with sales process; attend call with WeirFoulds and N. Thurairatnam re imaging servers and lien claims process status; email to B. Tannenbaum re memo on attendance; email to B. Tannenbaum re engaging forensic IT professional.
4/10/2026	Nisan Thurairatnam	Attend a call with P. Cho, F. Bassong and A. Dhanani to discuss the server issues and the lien process review; receipt and review of several documents provided by B. Masters to WeirFoulds re the liens and timing of the construction; review of appraisal; draft letter to H. Jain re the imaging of the servers; receipt and review of report from Tarra re confirmation all piles are stable; review of email from A. Dhanani re options available for third-party contractors who can image the servers.
4/10/2026	Bryan Tannenbaum	Receipt and review of A. Dhanani's email reporting on call with counsel regarding attendance at premises and servers offline and concerns about deleting information by the Debtors.
4/12/2026	Arif Dhanani	Review email from B. Tannenbaum re forensic IT professional; email to J. Bowers.
4/13/2026	Razma Parwani	Prepare the HST return for T. Irshad's review.
4/13/2026	Arif Dhanani	Review and comment on letter to H. Jain drafted by N. Thurairatnam re imaging of servers and computers and email to N. Thurairatnam and B. Tannenbaum in this regard; review and respond to email from N. Thurairatnam re J. Dorado; review of email from N. Thurairatnam to the City of Toronto (the "City"), including brief review of attachments thereto, re deadline for site plan approval; review of responding email from the City re October 9, 2026 deadline; attend a call with B. Masters, M. Mazzuca, P. Cho and N. Thurairatnam re the collection of the books and records and the motion re same.
4/13/2026	Nisan Thurairatnam	Receipt and review of email from the Debtors re the site plan approval conditions; review of the three attachments regarding the same; send email to the City requesting the confirmation of the date for site plan conditions to be met; review of response from K. Dynes from the City re October 9, 2024 deadline; attend to email with B. Tannenbaum and A. Dhanani re a third-party company to image the servers; attend a call with B. Masters, M. Mazzuca, P. Cho and A. Dhanani to discuss the collection of the books and records and the motion re same; discuss the update on next steps by the secured creditor.
4/13/2026	Bryan Tannenbaum	Receipt and review of N. Thurairatnam's email to the City regarding the notice of approval conditions; receipt and review of the City's response confirming deadline.
4/14/2026	Nisan Thurairatnam	Review of email from A. Dhanani re server imaging; send email to Kroll re same; review of response from Kroll; attend a call with Kroll team to discuss scope of services; review of quote provided by Kroll and email to A. Dhanani in this

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Date	Professional	Description
		regard; review of email from A. Dhanani re conflict search and second quote; respond to same; send email to Kroll re expanded conflict search.
4/14/2026	Arif Dhanani	Review email from N. Thurairatnam re call with Kroll team and their quote re server imaging; respond to the same.
4/14/2026	Bryan Tannenbaum	Various emails regarding forensic imaging of books and records.
4/15/2026	Arif Dhanani	Emails to/from R. Duquette of Ernst & Young ("EY") re forensic imaging of servers and email to R. Duquette with conflict names to check and general scope of work; call with R. Duquette and D. Vasquez of EY re forensic work; review and respond to email from EY re conflicts.
4/15/2026	Bryan Tannenbaum	Receipt and review of F. Protomanni's email re meetings.
4/16/2026	Arif Dhanani	Review of email from Kroll re no conflicts; review of letter from Blaney McMurtry LLP ("Blaneys") re reply to WeirFoulds letter of April 7, 2026; review of emails from P. Cho re meeting.
4/16/2026	Tanveel Irshad	Attend to emails re overdue payment for Live Patrol.
4/16/2026	Bryan Tannenbaum	Receipt and review of P. Cho's email attaching letter from D. Ullmann of Blaneys; response sent to arrange a meeting; review of P. Cho's email re meeting with UBC counsel.
4/16/2026	Razma Parwani	Send bank reconciliation to A. Dhanani and A. Baptiste for signature.
4/16/2026	Nisan Thurairatnam	Receipt and review of email from C. Khew of Kroll, re clear of conflicts and quote for server imaging; correspond with CBRE re no longer require weekly calls; receipt and review of email from P. Cho re Debtors replacement of counsel; review of letter from D. Ullman to P. Cho re several matters regarding the receivership and the sale process; review of emails between P. Cho and B. Tannenbaum re next steps.
4/17/2026	Arif Dhanani	Call with Rousseau Mazzuca, WeirFoulds, B. Tannenbaum and N. Thurairatnam re letter from Blaneys and next steps.
4/17/2026	Tanveel Irshad	Receipt and review of emails from Live Patrol re power has been restored at the Real Property; receipt and review of weekly shoring report.
4/17/2026	Bryan Tannenbaum	Teams call with WeirFoulds (P. Cho/F. Bassong), Rousseau Mazzuca (B. Masters/M. Mazzuca), A. Dhanani and N. Thurairatnam re response to D. Ullmann's letter and approach and books/records status; review of N. Thurairatnam's email to P. Cho attaching draft letter to the Debtors.
4/17/2026	Nisan Thurairatnam	Attend a call with P. Cho, F. Bassong, B. Tannenbaum, and A. Dhanani to discuss the letter received from the Debtors' new counsel; send the letter drafted re the books and records to P. Cho; receipt and review of shoring monitoring report confirming that all piles are stable.
4/20/2026	Arif Dhanani	Review of draft letter and appendices thereto from WeirFoulds to Blaneys and respond to P. Cho re no comments; review of April 20, 2026 letter from Blaneys to WeirFoulds re books and records; review of email from W. Jaskiewicz of WeirFoulds re Blaneys letter; discussion with B. Tannenbaum; discussion with T. Irshad and summary reporting email to B. Tannenbaum on status of review of bank statements and details of material transactions therein.
4/20/2026	Tanveel Irshad	Review and approve draft HST return for March 2026; discussion with A. Dhanani re status of Debtors' bank statements and review of same; attend to subsequent emails re same; follow up with TD re details on recipients of withdrawals; review Toronto Hydro bill and arrange for payment; review Tarra invoice and arrange for payment.
4/20/2026	Bryan Tannenbaum	Receipt and review of P. Cho's draft letter to D. Ullmann; receipt and review of P. Cho's email attaching D. Ullmann's further letter regarding access to books and records; receipt and review of B. Masters' email responding to P. Cho re D. Ullmann's correspondence; receipt and review of W. Jaskiewicz email with

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Date	Professional	Description
		comments on D. Ullmann's letter; review of P. Cho's responding email; discussion with A. Dhanani; review of various internal emails in reference to TD Bank transactions for review.
4/20/2026	Nisan Thurairatnam	Receipt and review of letter from the Debtors' counsel re the books and records; review of emails from P. Cho and W. Jaskiewicz re the letter from the Debtors counsel and approach re same; review of email from B. Masters re same.
4/21/2026	Arif Dhanani	Review and approve March 2026 bank reconciliation.
4/22/2026	Nisan Thurairatnam	Discussion with T. Irshad re current status re books and records, trace of funds, and TD matters.
4/22/2026	Tanveel Irshad	Discussion with N. Thurairatnam re current status with Debtors re request for books and records, trace of funds, and need to follow up with TD daily.
4/22/2026	Rishi Shukla	Prepare statement of receipts and disbursements ("SRD") up to April 22, 2026.
4/22/2026	Bryan Tannenbaum	Receipt and review of W. Jaskiewicz email attaching final draft letter to D. Ullmann; approve same.
4/22/2026	Arif Dhanani	Review of proposed changes to WeirFoulds' letter to Blaneys and respond to W. Jaskiewicz in this regard.
4/23/2026	Tanveel Irshad	Attend to matters re outstanding Live Patrol payment; review of wire information provided by TD; discuss same with N. Thurairatnam; update summary of withdrawals schedule and send same to TD.
4/23/2026	Arif Dhanani	Review of quotes from EY and Kroll and email to WeirFoulds, B. Tannenbaum and N. Thurairatnam with copies of quotes, background and comments.
4/23/2026	Bryan Tannenbaum	Receipt and review of A. Dhanani's email regarding forensic imaging consultant quotes; review of W. Jaskiewicz comments and A. Dhanani's reply to same.
4/23/2026	Nisan Thurairatnam	Receipt and review of email from W. Jaskiewicz re the letter in response to the Debtors' counsel; send email to W. Jaskiewicz re same; attend a call with CBRE re status of sale process; discuss the comments from the Debtors on the sale process that CBRE identified; receipt and review of Live Patrol invoice, approve payment of same; receipt and review of email from A. Dhanani re quotes from Kroll on a per machine basis; respond to same; discussion with T. Irshad re wire information provided by TD.
4/24/2026	Tanveel Irshad	Follow up with TD re details on outstanding recipients; receipt and review of weekly shoring report.
4/24/2026	Arif Dhanani	Review of email from N. Thurairatnam re Kroll statement of work and cost to image server.
4/24/2026	Nisan Thurairatnam	Attend a call with Kroll re the cost to image the servers and how the quote for 10 laptops were determined; discuss alternatives for the quote; email to WeirFoulds and A. Dhanani re same.
4/27/2026	Nisan Thurairatnam	Review and approve account payable cheque.
4/27/2026	Tanveel Irshad	Emails with Live Patrol re request for outstanding invoices.
4/27/2026	Nisan Thurairatnam	Receipt and review of email from J. Curry of WeirFoulds, re the Notice of Adoption issue and the matter that went forward with council last week; review the City planning bill regarding the same; review of email from W. Jaskiewicz re the follow up with the Debtors' counsel on the books and records; respond to W. Jaskiewicz re the motion materials; discuss with A. Dhanani the TD bank account and the analysis prepared re the money that was moved out of the Debtors accounts.
4/27/2026	Arif Dhanani	Discussion with N. Thurairatnam re TD bank account and the analysis of the funds that were moved out of the Debtors accounts.

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Date	Professional	Description
4/27/2026	Bryan Tannenbaum	Receipt and review of W. Jaskiewicz email on his follow up email to D. Ullmann; receipt and review of N. Thuraiaratnam's email to W. Jaskiewicz regarding transfer from the bank account to other Debtor entities.
4/28/2026	Arif Dhanani	Review of emails from WeirFoulds re Scarborough Secondary Plan and adoption of same by the City and meeting times and availability re Receiver's report; review of email from W. Jaskiewicz to D. Ullmann re books and records and imaging of servers.
4/28/2026	Nisan Thuraiaratnam	Review of email from P. Cho to J. Curry re if the adoption occurs there will be a time to appeal; review of email from R. Kehar re the timing on the status of adoption and the timing to appeal.
4/28/2026	Bryan Tannenbaum	Review and sign cheque.
4/29/2026	Jennifer Hornbostel	Update TD spreadsheet for payees.
4/29/2026	Arif Dhanani	Call with WeirFoulds, N. Thuraiaratnam and B. Tannenbaum re Receiver's report and books and records.
4/29/2026	Tanveel Irshad	Receipt and review of email from TD re cheque images and remainder to be sent next week; email to J. Hornbostel re same.
4/29/2026	Nisan Thuraiaratnam	Attend a call with WeirFoulds, B. Tannenbaum and A. Dhanani re the letters from the Debtors' counsel; receipt and review of email from D. Ullmann to WeirFoulds re the books and records request and the sales process order; review of summary of cheque payments made; review of email from TD re delay on the bank transfers.
4/29/2026	Bryan Tannenbaum	Receipt and review of W. Jaskiewicz email regarding D. Ullmann's email; teams call with WeirFoulds (P. Cho/W. Jaskiewicz/M. Gaulton), A. Dhanani and N. Thuraiaratnam re discuss response to D. Ullmann and production of records and obtaining books and records.
4/30/2026	Tanveel Irshad	Receipt and review of Meridian bank statement; email to N. Thuraiaratnam re same that the Receiver needs to collect.
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.

FEE SUMMARY

Professional	Level	Hours	Rate	Fees
Bryan A. Tannenbaum, FCPA, FCA, FCIRP, LIT	Managing Director	8.50	\$ 750	\$ 6,375.00
Arif N. Dhanani, CPA, CA, CIRP, LIT	Managing Director	9.40	\$ 650	6,110.00
Nisan Thuraiaratnam, CPA, CIRP	Senior Manager	16.60	\$ 495	8,217.00
Tanveel Irshad	Senior Associate	3.30	\$ 375	1,237.50
Rishi Shukla, CPA	Senior Associate	4.70	\$ 375	1,762.50
Anne Baptiste/Razma Parwani/Jennifer Hornbostel	Estate Administrator	1.90	\$ 195	370.50
Total hours and professional fees		44.40		\$ 24,072.50
HST @ 13%				3,129.43
Total payable				\$ 27,201.93

GST/HST: 80784 1440 RT0001



To TDB Restructuring Limited
 Court-Appointed Receiver of 1680 Brimley Limited Partnership,
 2808908 Ontario Inc. and Brimley Progress Developments Inc.
 65 Queen St. West, Suite 605
 Toronto, ON M5H 2M5

TDB Restructuring Limited

65 Queen St. West, Suite 605
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Date June 5, 2026

Client File 68-001

Invoice TDB #9

No. 2606026

For professional services rendered with respect to the appointment of TDB Restructuring Limited as Court-Appointed Receiver of 1680 Brimley Limited Partnership, 2808908 Ontario Inc. and Brimley Progress Developments Inc. (collectively, the "Debtors") for the period May 1, 2026 to May 31, 2026.

Date	Professional	Description
5/1/2026	Tanveel Irshad	Review details of related party loan and email to N. Thurairatnam in this regard; follow up with TD re details on recipients; review email from TD with details and request J. Hornbostel to update tracking schedule relating to same.
5/1/2026	Nisan Thurairatnam	Receipt and review of mail re 2797896 Ontario Limited, a related party, bank account; email to T. Irshad re the TD account transfers; receipt and review of email from W. Jaskiewicz of WeirFoulds re his discussion with D. Ullman re the info request and re the imaging of hard drives; discuss same with B. Tannenbaum; email to T. Irshad re same.
5/1/2026	Bryan Tannenbaum	Receipt and review of W. Jaskiewicz email reporting on his conversation with D. Ullman; discuss same with N. Thurairatnam and consider response.
5/3/2026	Tanveel Irshad	Receipt and review of email from TD re details on bill payments; email to J. Hornbostel re same.
5/3/2026	Nisan Thurairatnam	Review of email from TD with more EFT info from the Debtors' accounts; email to T. Irshad in this regard; prepare Statement of Receipts and Disbursements ("SRD"); review accruals for outstanding payments; prepare funding request and notes to the SRD.
5/4/2026	Arif Dhanani	Review of email from Blaney McMurtry LLP forwarded by P. Cho. of Weirfoulds.
5/4/2026	Tanveel Irshad	Receipt and review of weekly shoring report; receipt and review of summary of TD withdrawals schedule and compare same to information provided by TD re recipients; email to TD to request for outstanding recipient details; receipt and review of email from counsel re what information is outstanding from Receiver's information request and discuss same with N. Thurairatnam; draft email to counsel for review.
5/4/2026	Nisan Thurairatnam	Receipt and review shoring monitoring report confirming that all piles are stable; correspond with WeirFoulds re the service list; attend a call with B. Masters of Rousseau Mazzuca re status of the mandate, the bank tracking exercise, and the next steps; discuss new lien with B. Masters; discuss with

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Date	Professional	Description
		T. Irshad the TD payments and the info the Debtors has provided; review and approve account payable cheque.
5/4/2026	Jennifer Hornbostel	Update TD bank withdrawal schedule.
5/5/2026	Anne Baptiste	Prepare bank reconciliation.
5/5/2026	Tanveel Irshad	Call with N. Thurairatnam re preparation of the First Report of the Receiver (the "First Report").
5/5/2026	Arif Dhanani	Review of email exchange with WeirFoulds re information requests and information provided by the Debtors, including attachments to N. Thurairatnam's email; email re forensic IT party to be engaged; call with N. Thurairatnam re forensic professional and email to Rousseau Mazuca in this regard; review of emails from WeirFoulds re NOAC extension.
5/5/2026	Donna Nishimura	Post updated Service List to the webpage on the TDB website.
5/5/2026	Nisan Thurairatnam	Review of email from T. Irshad with updated bank tracing; review of email of T. Irshad to TD with request for further cheques; receipt and review of email from W. Jaskiewicz re his call with D. Ullman and the books and records imaging request; respond to emails from P. Cho and W. Jaskiewicz re the information that was missing; attend a call with W. Jaskiewicz re same; attend a call with T. Irshad re the Court Report; review of email from A. Dhanani and W. Jaskiewicz re the company the Receiver will be using for the server imaging; attend a call with F. Protomanni of CBRE re status of sale process and potential next steps; receipt and review of Notice of Approval Conditions, Site Plan Control Application letter from the City of Toronto; receipt and review of pending cancellation letter from the City of Toronto; review of email from R. Kehar of WeirFoulds re contacting the city planner for an extension; draft email to B. Masters re the quotes received by a third-party who is proposed to manage the servers.
5/5/2026	Bryan Tannenbaum	Receipt and review of W. Jaskiewicz's email to D. Ullman re location of books, records and servers; subsequent emails re same between W. Jaskiewicz's and P. Cho regarding original letter of September 11 information request; receipt and review of N. Thurairatnam's email to W. Jaskiewicz regarding the information originally requested; various subsequent emails re same; emails from A. Dhanani and W. Jaskiewicz regarding imaging order required.
5/6/2026	Tanveel Irshad	Review and respond to TD representative re whether Debtors have any current term deposits; review reply email; receipt and review of subsequent secure emails from TD and email to J. Hornbostel to update summary of withdrawal tracking schedule.
5/6/2026	Nisan Thurairatnam	Receipt and review secured email from TD; register account; access the documents regarding the cancelled cheques; respond to T. Irshad re same; further correspondence with TD; review of email from B. Benipal re the list of items outstanding from the info request; review of response from W. Jaskiewicz to B. Benipal; send email to B. Masters re the server quotes.
5/6/2026	Bryan Tannenbaum	Receipt and review of Blaney McMurtry LLP ("Blaneys") email to W. Jaskiewicz re list of documents; review of W. Jaskiewicz response.
5/7/2026	Tanveel Irshad	Prepare the First Report of the Receiver (the "First Report").
5/7/2026	Nisan Thurairatnam	Receipt and review of email from W. Jaskiewicz re the TD accounts; update the tracker, prepare pivot, summarize results to W. Jaskiewicz.
5/7/2026	Arif Dhanani	Review of email from W. Jaskiewicz to Blaneys re imaging; review of email exchange between W. Jaskiewicz and N. Thurairatnam and attachment re transfer of funds; email to N. Thurairatnam with comment on spreadsheet re transferor; review of email from B. Benipal of Blaneys to W. Jaskiewicz re imaging of servers.

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Date	Professional	Description
5/7/2026	Bryan Tannenbaum	Receipt and review of B. Benipal of Blaneys email to W. Jaskiewicz regarding resistance access to books and records.
5/7/2026	Jennifer Hornbostel	Update TD spreadsheet.
5/8/2026	Tanveel Irshad	Receipt and review of emails with W. Jaskiewicz re transfers to related company; further review of bank withdrawals; discuss same with N. Thurairatnam; call with W. Jaskiewicz re transfers to related companies and incoming deposits and need to hold off on letter; email to TD to request further details; continue to prepare the First Report.
5/8/2026	Bryan Tannenbaum	Receipt and review of N. Thurairatnam email with details of reviewable transfers to other related companies; receipt and review of P. Cho email re zoning and attaching notice of passing; receipt and review of W. Jaskiewicz email with comments on Blaneys email and demand return of funds paid to related entities; review of W. Jaskiewicz email re corporate profile for Hansalex; subsequent email from W. Jaskiewicz re confirming Hansalex is another Hans Jain company; follow up inquiry from C. Sebben of First National regarding guarantees; email to B. Masters inquiring about guarantees held by UBC.
5/8/2026	Nisan Thurairatnam	Correspond with A. Dhanani and T. Irshad re bank accounts and payments made out of TD, separately; receipt and review of email from T. Irshad to TD re the account that the funding was received from; review of emails re corporate profile search for related company of the Debtors; review the corporate profile report; receipt and review of email from Birpal Benipal of Blaneys re the intermingled books and records and the related party entities that have employees; receipt and review of Notice of Passing, Scarborough Center Secondary sent by the City of Toronto.
5/8/2026	Arif Dhanani	Correspond with N. Thurairatnam re bank accounts and payments made out of TD.
5/9/2026	Nisan Thurairatnam	Receipt and review letter from K. Groulx, Dentons, re lien claim on Otis Canada Inc.; review lien claim and send email to P. Cho re unsure what services are ongoing or being supplied; review of email from J. Curry re Notice of Passing for OPA871 and the appeal deadline.
5/10/2026	Arif Dhanani	Review email from B. Masters forwarded by N. Thurairatnam re imaging and respond to N. Thurairatnam questions regarding potential forensic IT professional to be engaged; review of email from N. Thurairatnam to P. Cho re Otis Elevator lien claim and attachments thereto; review of email from W. Jaskiewicz re Hansalex, including review of corporate profile report.
5/10/2026	Nisan Thurairatnam	Receipt and review shoring monitoring report that indicates that all piles are stable and no concerns at the moment; review of email from B. Masters re the quotes for imaging the servers; send email to A. Dhanani in this regard; review of comments from A. Dhanani; send response to B. Masters on this matter.
5/10/2026	Bryan Tannenbaum	Receipt and review of N. Thurairatnam's email to P. Cho re Otis Elevator lien claim timing and applicability.
5/11/2026	Nisan Thurairatnam	Receipt and review of email from F. Protomanni, CBRE, re if there are any interest; send email to B. Masters re same; attend a call with Live Patrol re trespassers on the property; verify with subcontractors that the person on site is not someone we expected; dispatch police; review of email from B. Masters re timing of next steps; correspond with CBRE re same; attend a call with Live Patrol re dispatch of police took 2 hours and re the videos of the individuals who were on site; follow up with TD on the bank statement tracking information.
5/11/2026	Bryan Tannenbaum	Receipt and review of F. Protomanni email on status; review of N. Thurairatnam email regarding status to B. Masters; review of B. Masters response; receipt and review of B. Masters email confirming no guarantees; email to C. Sebben of First

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Date	Professional	Description
		National confirming same; review of N. Thurairatnam's response email to F. Protommani.
5/11/2026	Tanveel Irshad	Receipt and review of email and voicemail from Live Patrol re attendance at the Real Property; email to N. Thurairatnam re same.
5/12/2026	Razma Parwani	Send bank reconciliation to A. Dhanani and A. Baptiste for signature.
5/12/2026	Nisan Thurairatnam	Attend to several 7am telephone calls with Live Patrol and with the police re trespassing; call with Pronto GC to attend on site; calls with Live Patrol; calls with the company with the trailer who wants to take it back; several calls with police and Live Patrol; receipt and review of email from B. Tannenbaum re status of the Reimar Trailer; attend to several email re the labeling of the serial number of the trailer; review of email from B. Masters recommending Kroll as the server company.
5/12/2026	Bryan Tannenbaum	Call with Pronto GC re concrete company breaking in site to remove trailer and Pronto GC attending to prevent same; telephone from S. Martin of Reimar re trailer removal and requested he send proof of ownership; telephone with G. Abbiento of Pronto GC re same; receipt of COI from Reimar insurer; emails re wrong serial number on the trailer; receipt and review of P. Cho's email forwarding his partner's email regarding a severance application.
5/12/2026	Tanveel Irshad	Receipt and review of email and voicemail from Live Patrol re attendance at the real property; email to N. Thurairatnam re same.
5/13/2026	Bryan Tannenbaum	Receipt and review of W. Jaskiewicz's email regarding demand to Hansalex; response sent to proceed.
5/13/2026	Tanveel Irshad	Receipt and review of emails with W. Jaskiewicz re status of bank statement review and email to N. Thurairatnam in this regard.
5/14/2026	Jennifer Hornbostel	Prepare payment.
5/15/2026	Arif Dhanani	Review and sign off on April 2026 bank reconciliation.
5/17/2026	Nisan Thurairatnam	Review of alarm invoice; respond to same.
5/18/2026	Nisan Thurairatnam	Receipt and review email from J. Curry, WeirFoulds, re the conditional consent letter from the city and the timeline to meet the same conditions; respond to P. Cho in this regard.
5/18/2026	Bryan Tannenbaum	Receipt and review of N. Thurairatnam email to P. Cho re city status of conditional approval.
5/19/2026	Nisan Thurairatnam	Review and approve account payable cheque; receipt and review of shoring monitoring report confirming all piles are stable.
5/20/2026	Arif Dhanani	Review of email from W. Jaskiewicz re funds transfers prior to receivership and email from N. Thurairatnam re same.
5/20/2026	Nisan Thurairatnam	Receipt and review of email from W. Jaskiewicz re letter to H. Jain; attend a call with WeirFoulds re status of bank tracking and letter to H. Jain re books and records.
5/20/2026	Bryan Tannenbaum	Receipt and review of P. Cho email with recommendation to appeal; response sent to proceed.
5/21/2026	Arif Dhanani	Review of email from P. Cho re recommendation to appeal OPA871 and email from B. Tannenbaum responding to same; sign accounts payable cheques.
5/21/2026	Nisan Thurairatnam	Receipt and review of email from WeirFoulds re recommendation to appeal the city's decision on the zoning and planning rights.
5/22/2026	Tanveel Irshad	Meeting with N. Thurairatnam re review of withdrawal summary schedule; update same.
5/22/2026	Nisan Thurairatnam	Attend a call with T. Irshad to discuss the TD bank statement analysis and the amounts that were deposited into the Debtors' accounts.

Date	Professional	Description
5/24/2026	Nisan Thurairatnam	Receipt and review of shoring monitoring report from Tarra Engineering, confirming that all piles are stable.
5/25/2026	Tanveel Irshad	Receipt and review of letter from Canada Revenue Agency ("CRA") re adjustments to pre-receivership returns and amount owed to CRA; email to N. Thurairatnam re send same to Debtors and/or assignment in bankruptcy may be needed.
5/25/2026	Nisan Thurairatnam	Receipt and review of letter from CRA re HST examination and the RT0001 claim.
5/26/2026	Tanveel Irshad	Follow up with TD re details of incoming deposits in Debtors' bank account.
5/27/2026	Arif Dhanani	Review of materials forwarded by WeirFoulds in connection with appeal of Official Plan Amendment No. 871 and response to WeirFoulds from B. Tannenbaum.
5/27/2026	Bryan Tannenbaum	Receipt, review, and approve draft notice of appeal sent by P. Cho; receipt and review of email re prospective purchaser; response sent connecting them to CBRE; receipt and review of notice of appeal package from P. Cho; follow up and discuss status of funding with N. Thurairatnam.
5/27/2026	Nisan Thurairatnam	Attend a call with B. Masters re status of the receivership and update on UBC; receipt and review Ontario Land Tribunal appeal form (A1) prepared by WeirFoulds; review of draft Notice of Appeal pursuant to section 17(24) of the Planning Act re the Official Plan amendment; receipt and review of email from a prospective purchaser if the property is available for sale; review of response from B. Tannenbaum and CBRE re same.
5/28/2026	Tanveel Irshad	Receipt and review of email from TD re incoming deposit details; call with N. Thurairatnam re same; review incoming deposits and tie to account number details provided by TD; send email to counsel re deposits in Debtors' bank accounts, and details of transfers out.
5/28/2026	Arif Dhanani	Review of email and attachment thereto from T. Irshad to WeirFoulds re transfers to Hansalex and next steps.
5/28/2026	Bryan Tannenbaum	Receipt and review of T. Irshad email and spreadsheet to W. Jaskiewicz with details of alleged related party withdrawals just prior to the receivership.
5/28/2026	Nisan Thurairatnam	Receipt and review of email from TD re accounts where money was received from; attend a call with T. Irshad re same and re following the transactions to determining the source; review of draft email to counsel re the TD accounts and the server imaging; send updated email to T. Irshad; attend a call with B. Masters re findings on the bank tracing and re next steps.
5/29/2026	Tanveel Irshad	Receipt and review of weekly shoring reports; call and leave message to CRA examiner re their RT0001 letter.
5/29/2026	Nisan Thurairatnam	Receipt and review of email from Tarra confirming the shoring is stable and no concerns.
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.

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FEE SUMMARY

Professional	Level	Hours	Rate	Fees
Bryan A. Tannenbaum, FCPA, FCA, FCIRP, LIT	Managing Director	6.40	\$ 750	\$ 4,800.00
Arif N. Dhanani, CPA, CA, CIRP, LIT	Managing Director	3.20	\$ 650	2,080.00
Nisan Thuraiaratnam, CPA, CIRP	Senior Manager	12.80	\$ 495	6,336.00
Tanveel Irshad	Senior Associate	12.10	\$ 375	4,537.50
Anne Baptiste/Razma Parwani/Jennifer Hornbostel/Donna Nishimura	Estate Administrator	1.50	\$ 195	292.50
Total hours and professional fees		36.00		\$ 18,046.00
HST @ 13%				2,345.98
Total payable				\$ 20,391.98

GST/HST: 80784 1440 RT0001

**THIS IS EXHIBIT "B" REFERRED TO IN THE
AFFIDAVIT OF BRYAN A. TANNENBAUM SWORN
REMOТЕLY BEFORE ME THIS 29th DAY OF JUNE 2026**



A Commissioner, etc.

**Arif Nazarali Dhanani,
a Commissioner, etc., Province of Ontario,
for TDB Restructuring Limited.
Expires May 27, 2036.**

**In the Matter of the Receivership of
1680 Brimley Limited Partnership, 2808908 Ontario Inc. and Brimley Progress Developments Inc.
Summary of Receiver's Fees
For the Period March 7, 2025 to May 31, 2026**

Invoice #	Invoice Date	Period	Hours	Fees	Disburse - ments	Subtotal	HST	Total	Average Hourly Rate
TDB 1	28-Oct-25	March 7, 2025 to September 30, 2025	76.7	35,606.50	33.42	35,639.92	\$ 4,633.19	40,273.11	\$ 464.23
TDB 2	08-Dec-25	October 1, 2025 to October 31, 2025	79.8	37,372.50	-	37,372.50	\$ 4,858.43	42,230.93	\$ 468.33
TDB 3	23-Dec-25	November 1, 2025 to November 30, 2025	28.8	14,574.50	-	14,574.50	\$ 1,894.69	16,469.19	\$ 506.06
TDB 4	12-Jan-26	December 1, 2025 to December 31, 2025	27.9	12,438.50	-	12,438.50	\$ 1,617.01	14,055.51	\$ 445.82
TDB 5	26-Feb-26	January 1, 2026 to January 31, 2026	56.5	25,628.50	-	25,628.50	\$ 3,331.71	28,960.21	\$ 453.60
TDB 6	15-Apr-26	February 1, 2026 to February 28, 2026	47.8	23,104.00	-	23,104.00	\$ 3,003.52	26,107.52	\$ 483.35
TDB 7	04-May-26	March 1, 2026 to March 31, 2026	61.0	29,976.50	-	29,976.50	\$ 3,896.95	33,873.45	\$ 491.42
TDB 8	05-Jun-26	April 1, 2026 to April 30, 2026	44.4	24,072.50	-	24,072.50	\$ 3,129.43	27,201.93	\$ 542.17
TDB 9	05-Jun-26	May 1, 2026 to May 31, 2026	36.0	18,046.00	-	18,046.00	\$ 2,345.98	20,391.98	\$ 501.28
Total			458.9	\$ 220,819.50	\$ 33.42	\$ 220,852.92	\$ 28,710.88	\$ 249,563.80	\$ 481.19

APPENDIX "V"

Court File No. CV-25-00740765-00CL

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

B E T W E E N:

UBC SOLUTIONS INCORPORATED

Applicant

- and -

**1680 BRIMLEY LIMITED PARTNERSHIP, 2808908 ONTARIO INC. and BRIMLEY
PROGRESS DEVELOPMENTS INC.**

Respondents

FEE AFFIDAVIT OF PHILIP CHO

I, **Philip Cho**, of the City of Toronto, Province of Ontario **MAKE OATH AND**

SAY:

1. I am a Partner at the law firm of WeirFoulds LLP (“**WeirFoulds**”), lawyers for receiver, TBD Restructuring Limited (the “**Receiver**”), in this proceeding. As such, I have knowledge of the matters to which I hereinafter depose. Where I do not have personal knowledge of the matters set out below, I state the source of my information and verily believe such information to be true.

2. Attached hereto and marked as **Exhibit “A”** to this affidavit is a summary of fees and disbursements rendered between August 1, 2025 and May 31, 2026. Attached hereto and marked as **Exhibit “B”** are true copies of the accounts rendered between August 1, 2025 and May 31, 2026, which contain detailed descriptions of the services provided by WeirFoulds pursuant to

the Receiver's instructions. The accounts indicate that the following individuals at our firm provided services:

<u>Name</u>	<u>Position</u>	<u>2025 Hourly Rate</u>	<u>2026 Hourly Rate</u>	<u>Total Hours</u>	<u>Year of Call</u>
Philip Cho	Partner	\$775.00	\$825.00	29.80	2002
Glen Ackerley	Partner	N/A	\$1,005.00	0.70	1989
Patrick Nugent	Partner	\$775.00	N/A	0.20	1999
Wojtek Jaskiewicz	Partner	\$745.00	\$795.00	16.20	2004
Raj Kehar	Partner	N/A	\$795.00	2.60	2011
Adam Varro	Associate	N/A	\$570.00	6.60	2020
Fabiola Bassong	Associate	\$490.00	\$540.00	30.30	2024
Yalda Mousavi	Associate	\$375.00	N/A	0.50	2024
Julia Curry	Planner	N/A	\$415.00	17.50	Planner
Ruth DeSousa	Law Clerk	\$365.00	N/A	0.50	Law Clerk
Suzanne Bertucci	Conveyancer	\$335.00	\$345.00	1.70	Conveyancer
Matt Gualton	Student	N/A	\$315.00	1.00	Student
Bobbie-Jo Brinkman	Law Clerk	\$300.00	\$310.00	2.20	Law Clerk
Caterina Marzulli	Law Clerk	\$300.00	N/A	0.20	Law Clerk

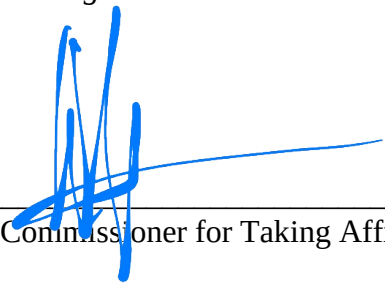
3. The work was, to the best of my knowledge, all performed, and the billing rates are the normal billing rates for the individuals who performed the work. Except to the extent that fees were discounted as expressly indicated on certain accounts, there were no additional or special compensation arrangements entered into with the Receiver and as a result, all of the amounts billed were properly due and owing.

SWORN by videoconference by **Philip Cho** of)
 the City of Toronto, in the Province of Ontario,)
 before me at the City of Toronto, in the Province)
 of Ontario, on the 30th day of June, 2026, in)
 accordance with O. Reg 431/20.)
Administering Oath or Declaration Remotely.)
)

A Commissioner for Taking Affidavits, etc.
 (or as may be)

PHILIP CHO
 [signed electronically]

This is Exhibit "A" referred to in the Affidavit of Philip Cho
SWORN remotely by Philip Cho of the City of Toronto, in the Province of Ontario,
before me at the City of Toronto, in the Province of Ontario, on June 30, 2026,
in accordance with O. Reg 431/20,
Administering Oath or Declaration Remotely.



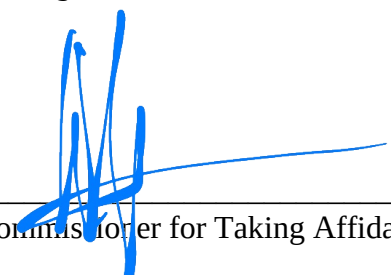
A Commissioner for Taking Affidavits, etc.

SUMMARY OF FEES AND DISBURSEMENTS

Account Period	Fees	Disbursements	HST	Account Total (including taxes)	Hours and Rates Lawyers/Law Clerks
01/08/2025 to 31/10/2025	\$18,759.50	\$216.39	\$2,457.65	\$21,433.54	BB: 1.60 @ \$300 CM: 0.20 @ \$300 FB: 10.40 @ \$490 PN: 0.20 @ \$775 PC: 8.10 @ \$775 RDS: 0.50 @ \$365 SB: 1.30 @ \$335 WJ: 7.90 @ \$745 YM: 0.50 @ \$375 Total: 30.70
01/11/2025 to 31/01/2026	\$9,636.50	\$0.00	\$1,252.75	\$10,889.25	AV: 6.30 @ \$570 FB: 1.50 @ \$540 PC: 4.10 @ \$775 (2025 Rate) PC: 3.60 @ \$825.00 (2026 Rate) Total: 15.50
01/02/2026 to 28/02/2026	\$5,066.50	\$0.00	\$658.65	\$5,725.15	AV: 0.30 @ \$570.00 BB: 0.20 @ \$310.00 FB: 0.90 @ \$540.00 JC: 0.50 @ \$415.00 PC: 3.80 @ \$825.00 RK: 0.30 @ \$700.00 WJ: 1.00 @ \$795.00 Total: 7.00
01/03/2026 to 31/03/2026	\$9,738.00	\$0.00	\$1,265.94	\$11,003.94	BB: 0.40 @ \$310 FB: 10.90 @ \$540

Account Period	Fees	Disbursements	HST	Account Total (including taxes)	Hours and Rates Lawyers/Law Clerks
					GA: 0.70 @ \$1,005 JC: 0.20 @ \$415 PC: 4.20 @ \$825 WJ: 0.70 @ 795 Total: 17.10
01/04/2026 to 30/04/2026	\$10,838.50	\$0.00	\$1,409.01	\$12,247.51	FB: 6.30 @ \$540 JC: 0.80 @ \$415 PC: 5.20 @ \$825 RK: 0.50 @ \$700 WJ: 3.10 @ \$795 Total: 15.90 hours
01/05/2026 to 31/05/2026	\$11,957.50	1,144.40	\$1,560.25	\$14,662.15	FB: 0.30 @ \$540 JC: 16.0 @ \$415 MG: 1.0 @ \$315 PC: 0.80 @ \$825 RK: 1.80 @ \$700 SB: 0.40 @ \$345 WJ: 3.50 @ \$795 Total: 23.80 hours
	\$65,996.50	\$1,360.79	\$8,604.25	\$75,961.549	
Philip Cho = PC, Glen Ackerley = GA, Patrick Nugent = PN, Wojtek Jaskiewicz = WJ, Raj Kehar = RK, Adam Varro = AV, Fabiola Bassong = FB, Yalda Mousavi = YM, Julia Curry = JC, Ruth DeSousa = RDS, Suzanne Bertucci = SB, Matt Gualton = MG, Bobbie-Jo Brinkman = BB, Caterina Marzulli = CM.					

This is Exhibit “B” referred to in the Affidavit of Philip Cho
SWORN remotely by Philip Cho of the City of Toronto, in the Province of Ontario,
before me at the City of Toronto, in the Province of Ontario, on June 30, 2026,
in accordance with O. Reg 431/20,
Administering Oath or Declaration Remotely.



A Commissioner for Taking Affidavits, etc.

INVOICE

4100 - 66 Wellington Street West, PO Box 35, Toronto-Dominion Centre, Toronto, ON, Canada. M5K 1B7

T: 416-365-1110 F: 416-365-1876

www.weirfoulds.com

November 10, 2025
Invoice 398255
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TDB Restructuring Limited
Attention: Mr. Tannenbaum
11 King Street West, Suite 700
Toronto, ON M5H4C7

Our Matter # 25084.00002 Receivership of 1680 Brimley Limited Partnership et al. – 1680 Brimley Road,
Scarborough

For Professional Services through October 31, 2025

FEES	\$18,759.50
DISBURSEMENTS (Taxable)	\$145.49
DISBURSEMENTS (Non Taxable)	\$70.90
HST	\$2,457.65
TOTAL FOR THIS INVOICE (CAD)	\$21,433.54

INVOICE

4100 - 66 Wellington Street West, PO Box 35, Toronto-Dominion Centre, Toronto, ON, Canada. M5K 1B7

T: 416-365-1110 F: 416-365-1876

www.weirfoulds.com

November 10, 2025

Invoice 398255

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Below is a description of the services rendered through October 31, 2025 with respect to our File No. 25084.00002

Fee Detail

Date	Description	Name	Hours	Rate	Fees
08/09/25	Telephone call with V. Valela regarding status of receivership application; email correspondence with proposed Receiver and counsel to Secured Creditor regarding same	Philip Cho	0.30	775.00	232.50
10/09/25	Attend hearing for appointment of Receiver; review and provide comments on draft order; telephone call with B. Masters regarding same	Philip Cho	0.80	775.00	620.00
11/09/25	Attend to registration of certificate; instructions to Y. Mousavi and clerk; review order.	Patrick Nugent	0.20	775.00	155.00
11/09/25	Email correspondence from P. Nugent; review court order; prepare application to register court order.	Susanna Bertucci	0.40	335.00	134.00
11/09/25	Review of draft application to register court order; comments to S. Bertucci;	Yalda Mousavi	0.50	375.00	187.50
12/09/25	Attend at call with receiver and UBC; Receive instructions from P. Cho.	Fabiola Bassong	1.30	490.00	637.00
12/09/25	Attend meeting with receiver, secured creditor and its counsel to discuss preliminary steps in receivership and information	Philip Cho	1.00	775.00	775.00
13/09/25	Review application record; Draft chronology.	Fabiola Bassong	0.60	490.00	294.00
15/09/25	Email correspondence with Y. Mousavi; review court order; revise draft application.	Susanna Bertucci	0.20	335.00	67.00
16/09/25	Email correspondence with Y. Mousavi; attend to registration of Application to Register Court Order.	Susanna Bertucci	0.30	335.00	100.50
17/09/25	Finalize chronology; Forward same to P. Cho.	Fabiola Bassong	0.20	490.00	98.00

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November 10, 2025
Invoice 398255
Page 3

Fee Detail

Date	Description	Name	Hours	Rate	Fees
17/09/25	Review file; Draft chronology; Forward same to P. Cho.	Fabiola Bassong	0.20	490.00	98.00
18/09/25	Attend at call with receiver and UBC; Attend at debrief call with receiver regarding same.	Fabiola Bassong	1.40	490.00	686.00
18/09/25	Meeting with receiver and UBC Solutions and counsel regarding update on status of protective measures	Philip Cho	1.00	775.00	775.00
18/09/25	Meeting with B. Tannenbaum, N. Thuraiaratnam and W. Jaskiewicz regarding receivership matters and conservatory steps	Philip Cho	0.50	775.00	387.50
18/09/25	Attending at meeting with the receiver and other parties; meeting with the trustee to debrief; telephone call to B. Moldaver re the information requested by the receiver.	Wojtek Jaskiewicz	2.20	745.00	1,639.00
19/09/25	Telephone calls to B. Moldaver re the receiver's request for information; email to report.	Wojtek Jaskiewicz	0.10	745.00	74.50
22/09/25	Telephone conference with B. Moldaver re the information request; email to report; email correspondence with N. Thuraiaratnam re Prairie Artic and Lotus; email regarding using an RVO to transfer the land and avoid land transfer tax.	Wojtek Jaskiewicz	1.00	745.00	745.00
23/09/25	Conducted corporate profile searches for Lotus Learning Solutions and Prairie Arctic Trades Training;	Ruth DeSousa	0.30	365.00	109.50
23/09/25	Reviewing the application record and chronology; reviewing notes from the site visit; email correspondence with Nisan re the various corporations that funds were paid out to by the debtor;	Wojtek Jaskiewicz	1.50	745.00	1,117.50

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Fee Detail

Date	Description	Name	Hours	Rate	Fees
	reviewing email correspondence re the corporate head offices of various companies related to the debtors.				
24/09/25	Meeting with B. Masters and the receiver to discuss next steps in the insolvency.	Wojtek Jaskiewicz	1.10	745.00	819.50
25/09/25	Review of emails from W. Jaskiewicz; attend to downloading relevant documentation and organizing same; email to client regarding documentation received; email to W. Jaskiewicz.	Bobbie-Jo Brinkman	0.40	300.00	120.00
25/09/25	Reviewing correspondence re the request for information and request for a meeting and considering the appropriate response; email correspondence with the receiver re same.	Wojtek Jaskiewicz	0.50	745.00	372.50
26/09/25	Reviewing correspondence with the debtor re the request for a meeting and the request for information.	Wojtek Jaskiewicz	0.20	745.00	149.00
01/10/25	Emails with client and W. Jaskiewicz regarding service list.	Bobbie-Jo Brinkman	0.20	300.00	60.00
01/10/25	Email correspondence with N. Thuraiatnam re the service list.	Wojtek Jaskiewicz	0.10	745.00	74.50
02/10/25	Prepare service list and email to P. Cho and W. Jaskiewicz regarding same.	Bobbie-Jo Brinkman	0.40	300.00	120.00
06/10/25	Receive and review documents from receiver.	Fabiola Bassong	0.20	490.00	98.00
07/10/25	Review of email from client; email to P. Cho and W. Jaskiewicz regarding service list; review of email from W. Jaskiewicz.	Bobbie-Jo Brinkman	0.10	300.00	30.00
07/10/25	Emails with W. Jaskiewicz regarding service list; review of unsecured creditors list; instructions to real estate	Bobbie-Jo Brinkman	0.30	300.00	90.00

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Fee Detail

Date	Description	Name	Hours	Rate	Fees
	clerk to pull instruments; review of instruments and update service list; review of PPSA's; email to W. Jaskiewicz.				
07/10/25	Search registered instruments and send same to B. Brinkman.	Caterina Marzulli	0.20	300.00	60.00
07/10/25	Email exchange regarding list of creditors and distribution list.	Fabiola Bassong	0.10	490.00	49.00
07/10/25	Conducted PPSA searches regarding 1680 Brimley Limited Partnership, 2808908 Ontario Inc. and Brimley Progress Developments Inc.;	Ruth DeSousa	0.20	365.00	73.00
07/10/25	Reviewing and finalizing the service list; reviewing documents provided by the debtor; email correspondence with N. Thuraiatnam re the service list.	Wojtek Jaskiewicz	1.00	745.00	745.00
10/10/25	Email correspondence with N. Thuraiatnam re the information provided by the debtor.	Wojtek Jaskiewicz	0.10	745.00	74.50
15/10/25	Email exchange regarding perfection of Reimar construction's lien claim; Review order; Seek instructions from P. Cho regarding next steps.	Fabiola Bassong	0.30	490.00	147.00
15/10/25	Email correspondence with R. Prestayko regarding perfecting lien claim; email correspondence with client regarding same	Philip Cho	0.20	775.00	155.00
15/10/25	Reviewing the receiver's request for information.	Wojtek Jaskiewicz	0.10	745.00	74.50
16/10/25	Attend at call with counsel for lien claimant Reimar Construction.	Fabiola Bassong	0.40	490.00	196.00
16/10/25	Conference call with R. Kennaley, R. Prestayko, A. Dhanani, N. Thuraiatnam regarding lifting of stay to permit perfection of lien	Philip Cho	0.30	775.00	232.50

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Fee Detail

Date	Description	Name	Hours	Rate	Fees
17/10/25	Receive and review Statement of claim of lien claimant, Reimar Construction; Revise service list; Receive instructions from P cho regarding lien claim; Report to client; Receive and review correspondence from Astro	Fabiola Bassong	0.60	490.00	294.00
20/10/25	Review cases in Astro's letter; Receive instructions from P. Cho; Attend at call with client regarding next steps.	Fabiola Bassong	1.10	490.00	539.00
20/10/25	Meeting with A. Dhanani, N. Thuraiaratnam and F. Bassong regarding receivership lift stay request and other matters; email correspondence with client regarding proposed email response re lift-stay request; telephone call with B. Masters providing updates; receive and review memorandum regarding trespass incident; email correspondence with Receiver regarding review of shoring situation	Philip Cho	0.80	775.00	620.00
21/10/25	Review of email from P. Cho; review of email from client, forwarding email from counsel; updating Service List; email to TDB Restructuring.	Bobbie-Jo Brinkman	0.20	300.00	60.00
21/10/25	Email correspondence with R. Prestayko regarding lifting of stay to perfect lien; email correspondence with client regarding shoring issue	Philip Cho	0.40	775.00	310.00
21/10/25	Draft letter responding to request for lift-stay to prosecute breach of trust claim and requesting information regarding soil; review case law relied on by trade requesting lift-stay; email correspondence with client regarding same	Philip Cho	1.20	775.00	930.00
22/10/25	Conduct research on research on	Fabiola Bassong	2.70	490.00	1,323.00

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Fee Detail

Date	Description	Name	Hours	Rate	Fees
	section 13 of the construction act; Report to P. Cho on same.				
22/10/25	Email correspondence with A. Dhanani regarding draft response to lift-stay request and trespass to property issue	Philip Cho	0.20	775.00	155.00
22/10/25	Review case law on breach of trust claims under Construction Act; revise letter to A. Beyhum regarding same	Philip Cho	0.20	775.00	155.00
23/10/25	Email exchange with P. Cho regarding extension of lien rights; Attend at call with client; Receive instructions from P. Cho on next steps; Receive and review parcel register; Provide instructions to clerk to retrieve registered liens and certificates of action.	Fabiola Bassong	0.70	490.00	343.00
23/10/25	Email correspondence with Receiver regarding soil berm proposal; review proposal and consider issues relating to same	Philip Cho	0.50	775.00	387.50
23/10/25	Meeting with Receiver and F. Bassong regarding site condition issues and proposal from Astro	Philip Cho	0.50	775.00	387.50
23/10/25	Email correspondence with F. Bassong; obtain copies of construction liens and certificates of action registered on title regarding Astro Shoring Inc. and Astro Excavation Inc.	Susanna Bertucci	0.40	335.00	134.00
24/10/25	Review lien documents for Astro; Prepare summary of same for P. Cho.	Fabiola Bassong	0.40	490.00	196.00
28/10/25	Attend at call with receiver regarding environmental testing.	Fabiola Bassong	0.20	490.00	98.00
28/10/25	Meeting with Receiver regarding quotes from Tarra and environmental engineer	Philip Cho	0.20	775.00	155.00

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Invoice 398255

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Total Fees for Professional Services	\$18,759.50
HST	\$2,438.74
Total Fees including HST	<u>\$21,198.24</u>

Disbursements

Non-taxable Disbursements

Electronic Filing Fee	70.90
Total Non-taxable Disbursements	<u>70.90</u>

Taxable Disbursements

Electronic Filing Fee	29.80
Search Fees	115.69
Total Taxable Disbursements	<u>145.49</u>

Total Disbursements	\$216.39
HST	\$18.91
Total Disbursements and HST for this Invoice	<u>\$235.30</u>

Totals For This Matter

Total Fees Including HST	\$21,198.24
Total Disbursements Including HST	\$235.30
Total Fees and Disbursements Including HST	<u>\$21,433.54</u>
Total Due For This Matter	<u>\$21,433.54</u>

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November 10, 2025
Invoice 398255
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Summary

Name	Hours	Rate	Fees
Bobbie-Jo Brinkman	1.60	300.00	480.00
Caterina Marzulli	0.20	300.00	60.00
Fabiola Bassong	10.40	490.00	5,096.00
Patrick Nugent	0.20	775.00	155.00
Philip Cho	8.10	775.00	6,277.50
Ruth DeSousa	0.50	365.00	182.50
Susanna Bertucci	1.30	335.00	435.50
Wojtek Jaskiewicz	7.90	745.00	5,885.50
Yalda Mousavi	0.50	375.00	187.50
Total Summary	30.70		\$18,759.50

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Invoice 398255
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Per



Philip Cho

Account Payable upon receipt. In accordance with Section 33 of the Solicitors Act, interest will be charged at 3.0% per annum calculated from 30 days after delivery of this account. A receipted account will not be mailed unless requested by you

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Outstanding AR Summary

Date	Invoice Number	Outstanding Amount
11/10/25	398255	21,433.54
Outstanding AR Summary		21,433.54

PAYMENT REMITTANCE FORM

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1. *Preferred Method* EFT/Wire Transfer

Once payment is made, please send payment confirmation with invoice / matter number(s) to accountingstaff@weirfoulds.com.

Bank of Montreal Address: 100 King Street West, Toronto, Ontario, M5X 1A3
Account Address: 66 Wellington Street West, Suite 4100
Toronto, Ontario, M5K 1B7

CANADIAN GENERAL ACCOUNT

Account Name: WeirFoulds LLP
Transit Number: 00022
Bank Number: 001
Account Number: 1987-799 (for Canadian Dollars)
Account Number: 4775 002 (for US Dollars)
Swift Code: BOFMCAM2 (Payments from outside Canada)
Routing Number: //CC000100022

FOR WIRE PAYMENTS ORIGINATING FROM THE USA

USD CORRESPONDENT BANK INFORMATION:

Pay through: BMO Bank N.A.
Bank Address: 320 South Central Canal Street, Chicago, IL 60606
ABA: 071000288
Swift: HATRUS44
S.W.I.F.T BIC Code: HATRUS44
AND - Fedwire 071000288
ABA:

2. Direct Deposit

Once payment is made, please email a copy of the deposit receipt along with invoice / matter number(s) to accountingstaff@weirfoulds.com.

3. Online Credit Card for invoices

Please process your Credit Card payment(s) online using the following link <https://www.weirfoulds.com/pay> or call us at 416-365-6506 / 416-365-1110 (Accounts Receivable).

4. E-Transfer

Please send e-transfers to accountingstaff@weirfoulds.com with invoice / matter number(s) to allocate payment to your account.

5. Cheque

Please indicate the invoice / matter number(s) and mail to:

WeirFoulds LLP - Attention: Accounting Dept.
66 Wellington Street West, Suite 4100, Toronto, Ontario, M5K 1B7

INVOICE

4100 - 66 Wellington Street West, PO Box 35, Toronto-Dominion Centre, Toronto, ON, Canada. M5K 1B7

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January 31, 2026
Invoice 402722
Page 1

TDB Restructuring Limited
Attention: Mr. Tannenbaum
11 King Street West, Suite 700
Toronto, ON M5H4C7

Our Matter # 25084.00002 Receivership of 1680 Brimley Limited Partnership et al. – 1680 Brimley Road,
Scarborough

For Professional Services through January 31, 2026

FEES	\$10,548.50
LESS DISCOUNT	-912.00
NET FEES	\$9,636.50
DISBURSEMENTS (Taxable)	None
DISBURSEMENTS (Non Taxable)	None
HST	\$1,252.75
TOTAL FOR THIS INVOICE (CAD)	\$10,889.25

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January 31, 2026

Invoice 402722

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Below is a description of the services rendered through January 31, 2026 with respect to our File No. 25084.00002

Fee Detail

Date	Description	Name	Hours	Rate	Fees
03/11/25	Receipt and review correspondence from A. Beyhum regarding lifting of the stay; email correspondence with A. Dhanani regarding same; drafting response to A. Beyham regarding same	Philip Cho	0.50	775.00	387.50
04/11/25	Continue drafting response to A. Beyhum regarding lifting of stay and soil testing issues	Philip Cho	0.30	775.00	232.50
05/11/25	Email correspondence with A. Beyhum regarding lift stay; email correspondence from H. Jain regarding financing to take out receiver	Philip Cho	0.20	775.00	155.00
06/11/25	Email correspondence with B. Tannenbaum regarding recommended response to H. Jain on request for meeting	Philip Cho	0.20	775.00	155.00
06/11/25	Telephone call with M. Mazucca regarding status of his client's discussions with CMHC	Philip Cho	0.30	775.00	232.50
12/11/25	Meeting with secured creditor, its counsel and the Receiver regarding updates on broker selection	Philip Cho	0.50	775.00	387.50
19/11/25	Email correspondence with R. Ruso regarding lifting of stay; email correspondence with T. Irshad regarding quote for environmental testing; email correspondence with R. Ruso regarding estimated cost of testing	Philip Cho	0.30	775.00	232.50
20/11/25	Telephone call with B. Moldaver regarding breach of trust claim by Astro Excavating	Philip Cho	0.40	775.00	310.00
01/12/25	Email correspondence with R. Ruso regarding following up on status of reimbursement for inspection costs and	Philip Cho	0.20	775.00	155.00

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January 31, 2026

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Fee Detail

Date	Description	Name	Hours	Rate	Fees
	lifting stay to continue breach of trust claims				
05/12/25	Email correspondence with N. Thuraiathan regarding access to certain premises and scope of receivership order	Philip Cho	0.30	775.00	232.50
09/12/25	Email correspondence with N. Thuraiathan regarding soil testing; email correspondence with counsel to Astro Excavating regarding same; telephone call with N. Thuraiathan regarding access to office where books and records maintained	Philip Cho	0.50	775.00	387.50
11/12/25	Meeting with client and counsel to secured creditor regarding selection of broker and sale process timing	Philip Cho	0.40	775.00	310.00
09/01/26	Email correspondence with J. Birch and N. Thuraiathan regarding premium refund	Philip Cho	0.20	825.00	165.00
16/01/26	Call and emails with P. Cho re issue re insurance with receiver; Begin review of documents and correspondence re same; Consider legal principles re priority interest in unearned premiums.	Adam Varro	1.60	570.00	912.00
16/01/26	Meeting with Receiver and UBC counsel regarding shoring and engineers report	Philip Cho	0.60	825.00	495.00
19/01/26	Consider legal principles re refund of unearned premiums to premium financing company; Continue review and analysis of documents from client; Emails with P. Cho re findings.	Adam Varro	2.20	570.00	1,254.00
19/01/26	Receipt and review letter from counsel to the debtor and lender regarding issuance of Statement of Claim in lien action; email correspondence with M. Saxe regarding same and advising of	Philip Cho	0.30	825.00	247.50

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January 31, 2026

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Fee Detail

Date	Description	Name	Hours	Rate	Fees
	stay of proceedings				
19/01/26	Email correspondence with A. Varro regarding priority issue of insurance premium financing	Philip Cho	0.20	825.00	165.00
20/01/26	Emails with P. Cho, client re report to client re right to refund of unearned insurance premiums; Review further documents from client and email P. Cho, client re same.	Adam Varro	0.70	570.00	399.00
20/01/26	Telephone call with J. Goode regarding lien action and stay of proceedings; email correspondence with J. Goode regarding same	Philip Cho	0.30	825.00	247.50
20/01/26	Review and revise draft correspondence to client regarding insurance premium priority	Philip Cho	0.30	825.00	247.50
21/01/26	Review Notices of Financed Premium; Emails with P. Cho re same and CAFO entitlement to refund of unearned premium; Call with P. Cho and client re Planning and Housing Committee meeting; Review correspondence re same.	Adam Varro	0.50	570.00	285.00
21/01/26	Review email correspondence regarding municipal planning issue; meeting with client regarding same	Philip Cho	0.30	825.00	247.50
22/01/26	Emails with P. Cho, client re scheduling call to discuss CAFO premium refund.	Adam Varro	0.10	570.00	57.00
22/01/26	Receive instructions from P. Cho regarding letter to counsel; Review correspondence from A& Architects regarding lifting of stay; Draft same.	Fabiola Bassong	0.70	540.00	378.00
22/01/26	Email correspondence with T. Irshad and A. Varro regarding insurance premium priority issue; email correspondence with T. Irshad and F.	Philip Cho	0.20	825.00	165.00

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Fee Detail

Date	Description	Name	Hours	Rate	Fees
	Bassong regarding lift stay to permit perfection of lien				
23/01/26	Prepare for call with P. Cho and client re premium refund issue and security opinion, report to UBC; Attend call re same; Draft language re insurance premium refund for client report; Email P. Cho re same.	Adam Varro	1.20	570.00	684.00
23/01/26	Review file and application record; Draft letter to A& Architects' counsel; Forward same to P. Cho for review.	Fabiola Bassong	0.60	540.00	324.00
23/01/26	Review and revise draft email correspondence to engineer regarding recommendation for shoring support; meeting with N. Thuraiatnam, T. Irshad and A. Varro regarding priority issue over insurance proceeds	Philip Cho	0.40	825.00	330.00
25/01/26	Draft narrative paragraphs for creditor's update report on certain issues	Philip Cho	0.60	825.00	495.00
28/01/26	Review and revise draft letter regarding lift stay request	Philip Cho	0.20	825.00	165.00
29/01/26	Receive and review comments from P. Cho; Finalize draft letter; Correspondence to client regarding comments on same.	Fabiola Bassong	0.20	540.00	108.00

Total Fees for Professional Services	\$10,548.50
Less Discount	-912.00
Net Fees	\$9,636.50
HST	\$1,252.75
Total Fees including HST	\$10,889.25

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Totals For This Matter

Total Fees Including HST.....	\$10,889.25
Total Disbursements Including HST.....	\$0.00
Total Fees and Disbursements Including HST.....	\$10,889.25
Total Due For This Matter	\$10,889.25

Summary

Name	Hours	Rate	Fees
Adam Varro	6.30	570.00	3,591.00
Fabiola Bassong	1.50	540.00	810.00
Philip Cho	4.10	775.00	3,177.50
	3.60	825.00	2,970.00
Total Summary	15.50		\$10,548.50

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WeirFoulds LLP

Per



Philip Cho

Account Payable upon receipt. In accordance with Section 33 of the Solicitors Act, interest will be charged at 3.0% per annum calculated from 30 days after delivery of this account. A receipted account will not be mailed unless requested by you

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Outstanding AR Summary

Date	Invoice Number	Outstanding Amount
11/10/25	398255	21,433.54
01/31/26	402722	10,889.25
Outstanding AR Summary		32,322.79

PAYMENT REMITTANCE FORM

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1. *Preferred Method* EFT/Wire Transfer

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Bank of Montreal Address: 100 King Street West, Toronto, Ontario, M5X 1A3
Account Address: 66 Wellington Street West, Suite 4100
Toronto, Ontario, M5K 1B7

CANADIAN GENERAL ACCOUNT

Account Name: WeirFoulds LLP
Transit Number: 00022
Bank Number: 001
Account Number: 1987-799 (for Canadian Dollars)
Account Number: 4775 002 (for US Dollars)
Swift Code: BOFMCAM2 (Payments from outside Canada)
Routing Number: //CC000100022

FOR WIRE PAYMENTS ORIGINATING FROM THE USA

USD CORRESPONDENT BANK INFORMATION:

Pay through: BMO Bank N.A.
Bank Address: 320 South Central Canal Street, Chicago, IL 60606
ABA: 071000288
Swift: HATRUS44
S.W.I.F.T BIC Code: HATRUS44
AND - Fedwire 071000288
ABA:

2. Direct Deposit

Once payment is made, please email a copy of the deposit receipt along with invoice / matter number(s) to accountingstaff@weirfoulds.com.

3. Online Credit Card for invoices

Please process your Credit Card payment(s) online using the following link <https://www.weirfoulds.com/pay> or call us at 416-365-6506 / 416-365-1110 (Accounts Receivable).

4. E-Transfer

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Please indicate the invoice / matter number(s) and mail to:

WeirFoulds LLP - Attention: Accounting Dept.
66 Wellington Street West, Suite 4100, Toronto, Ontario, M5K 1B7

INVOICE

4100 - 66 Wellington Street West, PO Box 35, Toronto-Dominion Centre, Toronto, ON, Canada. M5K 1B7

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March 11, 2026
Invoice 404680
Page 1

TDB Restructuring Limited
65 Queen St. West, Suite 605
Attention: Bryan A. Tannenbaum
Toronto, ON M5H 2M5

Our Matter # 25084.00002 Receivership of 1680 Brimley Limited Partnership et al. – 1680 Brimley Road,
Scarborough

For Professional Services through February 28, 2026

FEES	\$5,066.50
DISBURSEMENTS (Taxable)	None
DISBURSEMENTS (Non Taxable)	None
HST	\$658.65
TOTAL FOR THIS INVOICE (CAD)	\$5,725.15

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March 11, 2026
Invoice 404680
Page 2

Below is a description of the services rendered through February 28, 2026 with respect to our File No. 25084.00002

Fee Detail

Date	Description	Name	Hours	Rate	Fees
02/02/26	Receive instructions from client regarding letter to A& Architects.	Fabiola Bassong	0.10	540.00	54.00
02/02/26	Telephone call with R. Kehar regarding objection letter to City; review draft letter	Philip Cho	0.30	825.00	247.50
02/02/26	discuss file with P. Cho; review and revise written submission to Council;	Raj Kehar	0.20	700.00	140.00
03/02/26	Telephone call with G. Camelino regarding claim of CAFO to insurance premiums; email correspondence with client regarding same	Philip Cho	0.40	825.00	330.00
06/02/26	Correspondence to P. Cho regarding letter to A& Architects; Correspondence to counsel sending letter; Report to client.	Fabiola Bassong	0.10	540.00	54.00
09/02/26	Email correspondence with J. Goode regarding lift-stay consent	Philip Cho	0.20	825.00	165.00
09/02/26	Email correspondence with J. Lachance (Astro Excavating) regarding lift-stay; email correspondence with client regarding receiver's statement	Philip Cho	0.30	825.00	247.50
10/02/26	Prepare for and attend call with UBC counsel, P. Cho re discussion of insurance premiums.	Adam Varro	0.30	570.00	171.00
10/02/26	Meeting with B. Masters and A. Varro regarding CAFO priority claim over unearned premiums and other matters	Philip Cho	0.40	825.00	330.00
10/02/26	Email correspondence with G. Camelino regarding insurance premiums refunds priority issue	Philip Cho	0.20	825.00	165.00
13/02/26	Review of email from P. Cho; attend to updating Service List; email to P. Cho.	Bobbie-Jo Brinkman	0.20	310.00	62.00

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March 11, 2026

Invoice 404680

Page 3

Fee Detail

Date	Description	Name	Hours	Rate	Fees
18/02/26	Receive instructions from P. Cho regarding global call; Correspondence to client and UBC regarding global call.	Fabiola Bassong	0.20	540.00	108.00
19/02/26	Email exchange regarding global call; Schedule same.	Fabiola Bassong	0.10	540.00	54.00
20/02/26	Meeting with receiver and counsel to secured creditor regarding status of marketing efforts	Philip Cho	0.50	825.00	412.50
20/02/26	review and respond to e-mail from P. Cho;	Raj Kehar	0.10	700.00	70.00
24/02/26	Review and respond to email correspondence from J. Lachance regarding lift-stay order	Philip Cho	0.70	825.00	577.50
25/02/26	Phone call with K. Dynes, City Planner, re status of OPA 871; Email to P. Cho re same; Email update to client;	Julia Curry	0.50	415.00	207.50
27/02/26	Attend at call with client regarding lifting of stay to set down.	Fabiola Bassong	0.40	540.00	216.00
27/02/26	Email correspondence with B. Masters regarding lien priority issue; telephone call with B. Masters regarding same	Philip Cho	0.30	825.00	247.50
27/02/26	Meeting with A. Dhanani, N. Thurairatnam, F. Bassong and W. Jaskiewicz regarding request for lift stay order and lien priority issue	Philip Cho	0.50	825.00	412.50
27/02/26	Reviewing correspondence re the Astro Excavating and Astro Shoring construction lien; reviewing the draft order lifting the stay; meeting with P. Cho, F. Bassong, A. Dhanani, and N. Thurairatnam re the request to lift the stay.	Wojtek Jaskiewicz	1.00	795.00	795.00

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March 11, 2026

Invoice 404680

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Total Fees for Professional Services	\$5,066.50
HST	\$658.65
Total Fees including HST	<u>\$5,725.15</u>

Totals For This Matter

Total Fees Including HST	\$5,725.15
Total Disbursements Including HST	\$0.00
Total Fees and Disbursements Including HST	<u>\$5,725.15</u>
Total Due For This Matter	<u>\$5,725.15</u>

Summary

Name	Hours	Rate	Fees
Adam Varro	0.30	570.00	171.00
Bobbie-Jo Brinkman	0.20	310.00	62.00
Fabiola Bassong	0.90	540.00	486.00
Julia Curry	0.50	415.00	207.50
Philip Cho	3.80	825.00	3,135.00
Raj Kehar	0.30	700.00	210.00
Wojtek Jaskiewicz	1.00	795.00	795.00
Total Summary	<u>7.00</u>		<u>\$5,066.50</u>

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March 11, 2026
Invoice 404680
Page 5

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Philip Cho

Account Payable upon receipt. In accordance with Section 33 of the Solicitors Act, interest will be charged at 3.0% per annum calculated from 30 days after delivery of this account. A receipted account will not be mailed unless requested by you

GST/HST REG.NO.
R119427177RT0001

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March 11, 2026
Invoice 404680
Page 6

Outstanding AR Summary

Date	Invoice Number	Outstanding Amount
03/11/26	404680	5,725.15
Outstanding AR Summary		5,725.15

PAYMENT REMITTANCE FORM

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Bank of Montreal Address: 100 King Street West, Toronto, Ontario, M5X 1A3
Account Address: 66 Wellington Street West, Suite 4100
Toronto, Ontario, M5K 1B7

CANADIAN GENERAL ACCOUNT

Account Name: WeirFoulds LLP
Transit Number: 00022
Bank Number: 001
Account Number: 1987-799 (for Canadian Dollars)
Account Number: 4775 002 (for US Dollars)
Swift Code: BOFMCAM2 (Payments from outside Canada)
Routing Number: //CC000100022

FOR WIRE PAYMENTS ORIGINATING FROM THE USA

USD CORRESPONDENT BANK INFORMATION:

Pay through: BMO Bank N.A.
Bank Address: 320 South Central Canal Street, Chicago, IL 60606
ABA: 071000288
Swift: HATRUS44
S.W.I.F.T BIC Code: HATRUS44
AND - Fedwire 071000288
ABA:

2. Direct Deposit

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April 6, 2026
Invoice 405834
Page 1

TDB Restructuring Limited
65 Queen St. West, Suite 605
Attention: Bryan A. Tannenbaum
Toronto, ON M5H 2M5

Our Matter # 25084.00002 Receivership of 1680 Brimley Limited Partnership et al. – 1680 Brimley Road,
Scarborough

For Professional Services through March 31, 2026

FEES	\$10,818.00
LESS DISCOUNT	-1,080.00
NET FEES	\$9,738.00
DISBURSEMENTS (Taxable)	None
DISBURSEMENTS (Non Taxable)	None
HST	\$1,265.94
TOTAL FOR THIS INVOICE (CAD)	\$11,003.94

INVOICE

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April 6, 2026
Invoice 405834
Page 2

Below is a description of the services rendered through March 31, 2026 with respect to our File No. 25084.00002

Fee Detail

Date	Description	Name	Hours	Rate	Fees
01/03/26	Email exchange with P. Cho regarding priority issue.	Fabiola Bassong	0.10	540.00	54.00
02/03/26	Meeting with receiver and counsel to secured creditor regarding status update	Philip Cho	0.40	825.00	330.00
03/03/26	Receive instructions from P. Cho on priority dispute.	Fabiola Bassong	0.10	540.00	54.00
04/03/26	Review motion record; email correspondence with Receiver providing recommendation on requested lift-stay order; email correspondence with J. Lachance regarding lien claims process	Philip Cho	0.40	825.00	330.00
05/03/26	Emails with team regarding service list and email from client.	Bobbie-Jo Brinkman	0.10	310.00	31.00
05/03/26	Email exchange with P. Cho regarding consent to lift stay; Provide instructions to clerk on update of distribution list.	Fabiola Bassong	0.20	540.00	108.00
06/03/26	Updating Service List; email to Receiver providing updated Service List.	Bobbie-Jo Brinkman	0.10	310.00	31.00
06/03/26	Call regarding priority disputes; Receive instructions from G. Ackerley.	Fabiola Bassong	1.00	540.00	540.00
06/03/26	meeting with F. Bassong, P. Cho and W. Jaskiewicz re priority issues	Glenn W. Ackerley	0.70	1,005.00	703.50
06/03/26	Meeting with G. Ackerley, F. Bassong and W. Jaskiewicz regarding priority issues	Philip Cho	0.70	825.00	577.50
06/03/26	Meeting with P. Cho, F. Bassong, and G. Ackerley to discuss lien priority issues.	Wojtek Jaskiewicz	0.70	795.00	556.50

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April 6, 2026
Invoice 405834
Page 3

Fee Detail

Date	Description	Name	Hours	Rate	Fees
08/03/26	Review file and revise draft records demand; review appointment order	Philip Cho	0.60	825.00	495.00
09/03/26	Email correspondence with N. Thuraiaratnam regarding extension of CHMC COI	Philip Cho	0.20	825.00	165.00
12/03/26	Email exchange with P. Cho regarding priority issue; Prepare for call with client; Attend at same.	Fabiola Bassong	1.00	540.00	540.00
12/03/26	Meeting with N. Thuraiaratnam, A. Dhanani and F. Bassong regarding reserve account information and contract documents	Philip Cho	0.50	825.00	412.50
17/03/26	Email exchange with client regarding access to documents	Fabiola Bassong	0.10	540.00	54.00
17/03/26	Email correspondence with B. Masters regarding lien priority issues	Philip Cho	0.20	825.00	165.00
19/03/26	Email exchange with client regarding access to documents; Call with client regarding same; Email exchange with UBC counsel regarding priority issue.	Fabiola Bassong	0.50	540.00	270.00
20/03/26	Review documents to determine priority issue	Fabiola Bassong	1.10	540.00	594.00
22/03/26	Receipt and review email correspondence between Receiver and Atriacon management regarding access to books and records	Philip Cho	0.20	825.00	165.00
23/03/26	Review documents to assess priority; Attend at call with UBC counsel regarding financing and lien claims.	Fabiola Bassong	2.40	540.00	1,296.00
25/03/26	Review documents to assess priority issue	Fabiola Bassong	0.60	540.00	324.00
25/03/26	Review of draft response to J. Lachance regarding realization efforts and blocked account; email	Philip Cho	0.30	825.00	247.50

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April 6, 2026
Invoice 405834
Page 4

Fee Detail

Date	Description	Name	Hours	Rate	Fees
	correspondence with N. Thurairatnam regarding same				
26/03/26	Receive and review letter from debtor; Attend at call with client; Receive instructions from P. Cho on response letter.	Fabiola Bassong	1.10	540.00	594.00
26/03/26	Email correspondence with N. Thurairatnam regarding draft response to counsel to lien claimant	Philip Cho	0.20	825.00	165.00
27/03/26	Draft letter to Receiver; Forward same to P. Cho for review and comments; Review documents for priority issue.	Fabiola Bassong	2.70	540.00	1,458.00
27/03/26	Review council bills; Email update to client;	Julia Curry	0.20	415.00	83.00
31/03/26	Review of email from P. Cho, which contains instructions from client; updating service list; email to client.	Bobbie-Jo Brinkman	0.20	310.00	62.00
31/03/26	Telephone call with B. Moldaver regarding his client's letter on sale process and trust/holdback priority issues	Philip Cho	0.50	825.00	412.50

Total Fees for Professional Services	\$10,818.00
Less Discount	-1,080.00
Net Fees	\$9,738.00
HST	\$1,265.94
Total Fees including HST	\$11,003.94

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April 6, 2026
Invoice 405834
Page 5

Totals For This Matter

Total Fees Including HST.....	\$11,003.94
Total Disbursements Including HST.....	\$0.00
Total Fees and Disbursements Including HST.....	\$11,003.94
Total Due For This Matter	\$11,003.94

Summary

Name	Hours	Rate	Fees
Bobbie-Jo Brinkman	0.40	310.00	124.00
Fabiola Bassong	10.90	540.00	5,886.00
Glenn Ackerley	0.70	1,005.00	703.50
Julia Curry	0.20	415.00	83.00
Philip Cho	4.20	825.00	3,465.00
Wojtek Jaskiewicz	0.70	795.00	556.50
Total Summary	17.10		\$10,818.00

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April 6, 2026
Invoice 405834
Page 6

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Per



Philip Cho

Account Payable upon receipt. In accordance with Section 33 of the Solicitors Act, interest will be charged at 3.0% per annum calculated from 30 days after delivery of this account. A receipted account will not be mailed unless requested by you

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April 6, 2026
Invoice 405834
Page 7

Outstanding AR Summary

Date	Invoice Number	Outstanding Amount
04/06/26	405834	11,003.94
Outstanding AR Summary		11,003.94

PAYMENT REMITTANCE FORM

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Account Address: 66 Wellington Street West, Suite 4100
Toronto, Ontario, M5K 1B7

CANADIAN GENERAL ACCOUNT

Account Name: WeirFoulds LLP
Transit Number: 00022
Bank Number: 001
Account Number: 1987-799 (for Canadian Dollars)
Account Number: 4775 002 (for US Dollars)
Swift Code: BOFMCAM2 (Payments from outside Canada)
Routing Number: //CC000100022

FOR WIRE PAYMENTS ORIGINATING FROM THE USA

USD CORRESPONDENT BANK INFORMATION:

Pay through: BMO Bank N.A.
Bank Address: 320 South Central Canal Street, Chicago, IL 60606
ABA: 071000288
Swift: HATRUS44
S.W.I.F.T BIC Code: HATRUS44
AND - Fedwire 071000288
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May 6, 2026
Invoice 407634
Page 1

TDB Restructuring Limited
65 Queen St. West, Suite 605
Attention: Bryan A. Tannenbaum
Toronto, ON M5H 2M5

Our Matter # 25084.00002 Receivership of 1680 Brimley Limited Partnership et al. – 1680 Brimley Road,
Scarborough

For Professional Services through April 30, 2026

FEES	\$10,838.50
DISBURSEMENTS (Taxable)	None
DISBURSEMENTS (Non Taxable)	None
HST	\$1,409.01
TOTAL FOR THIS INVOICE (CAD)	\$12,247.51

INVOICE

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May 6, 2026
Invoice 407634
Page 2

Below is a description of the services rendered through April 30, 2026 with respect to our File No. 25084.00002

Fee Detail

Date	Description	Name	Hours	Rate	Fees
01/04/26	Preparing lengthy draft response to allegations made by debtors attacking Receiver's conduct	Philip Cho	1.20	825.00	990.00
02/04/26	Meeting with V. Cross, her clients (Otis) and N. Thurairatnam regarding status of receivership proceeding	Philip Cho	0.30	825.00	247.50
06/04/26	Revise draft letter to B. Moldaver	Philip Cho	0.20	825.00	165.00
09/04/26	Review client documents; Prepare timeline for priority issue; Confer with G. Ackerley regarding same.	Fabiola Bassong	2.20	540.00	1,188.00
09/04/26	Review shoring report and quotes; email correspondence with N. Thurairatnam regarding production order	Philip Cho	0.20	825.00	165.00
10/04/26	Review client documents to analyze priority issue; Conduct research on section 78 of the Construction Act; Report to and receive instructions from P. Cho on same; Call with client regarding same.	Fabiola Bassong	3.20	540.00	1,728.00
10/04/26	Meeting with F. Bassong regarding status of lien priority review	Philip Cho	0.30	825.00	247.50
13/04/26	Draft priority chart for analysis; Call with client regarding priority issue	Fabiola Bassong	0.90	540.00	486.00
13/04/26	Meeting with counsel to UBC and receiver regarding update on status and outstanding issues	Philip Cho	0.60	825.00	495.00
16/04/26	Meeting with B. Masters and F. Bassong regarding correspondence from D. Ullman for borrowers	Philip Cho	0.20	825.00	165.00
16/04/26	Receipt and review correspondence from D. Ullman regarding sales process for property	Philip Cho	0.20	825.00	165.00

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May 6, 2026
Invoice 407634
Page 3

Fee Detail

Date	Description	Name	Hours	Rate	Fees
17/04/26	Meeting with client and secured creditor regarding sale process and complaints raised by debtor's counsel	Philip Cho	0.30	825.00	247.50
19/04/26	Draft response to correspondence from D. Ullman regarding sales process and requesting access to hard drives	Philip Cho	0.60	825.00	495.00
20/04/26	Correspondence from D. Ullman regarding co-mingling of records; email correspondence with B. Masters regarding same; email correspondence with W. Jaskiewicz regarding same	Philip Cho	0.30	825.00	247.50
20/04/26	Reviewing correspondence from D. Ullman re co-mingled records and the appointment order; reviewing the endorsement of Justice Penny re co-mingled records.	Wojtek Jaskiewicz	1.00	795.00	795.00
22/04/26	Reviewing correspondence from D. Ullman re the comingling of documents; revising correspondence to D. Ullman in response; email correspondence with the receiver re the draft correspondence.	Wojtek Jaskiewicz	0.50	795.00	397.50
23/04/26	Email to the trustee to report on communications with the debtors' lawyer; reviewing correspondence re imaging the hard drives.	Wojtek Jaskiewicz	0.40	795.00	318.00
24/04/26	Reviewing correspondence re imaging the servers.	Wojtek Jaskiewicz	0.10	795.00	79.50
27/04/26	Monitor Council Minutes; Email update to client regarding enactment of Bill/Bylaw;	Julia Curry	0.30	415.00	124.50
27/04/26	Email to D. Ullman re the books and records; email to client to report.	Wojtek Jaskiewicz	0.20	795.00	159.00
28/04/26	review and respond to e-mail from P.	Raj Kehar	0.10	700.00	70.00

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May 6, 2026
Invoice 407634
Page 4

Fee Detail

Date	Description	Name	Hours	Rate	Fees
	Cho re appeal timeline;				
29/04/26	Meeting with client regarding motion for access to servers and appeal of planning decision	Philip Cho	0.50	825.00	412.50
29/04/26	Email correspondence with D. Ullman re the production of documents; reviewing correspondence from D. Ullman re the sales process; meeting with the receiver to discuss the sales process and the production of documents.	Wojtek Jaskiewicz	0.90	795.00	715.50
30/04/26	Call with P. Cho and R. Kehar re appeal;	Julia Curry	0.50	415.00	207.50
30/04/26	Meeting with R. Kehar, J. Curry and M. Gaulton regarding appeal of secondary plan amendment	Philip Cho	0.30	825.00	247.50
30/04/26	virtual meeting with P. Cho, J. Curry et al re planning review of file in light of appeal of STC secondary plan; discuss file with J. Curry;	Raj Kehar	0.40	700.00	280.00

Total Fees for Professional Services	\$10,838.50
HST	\$1,409.01
Total Fees including HST	<u>\$12,247.51</u>

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May 6, 2026
Invoice 407634
Page 5

Totals For This Matter

Total Fees Including HST.....	\$12,247.51
Total Disbursements Including HST.....	\$0.00
Total Fees and Disbursements Including HST.....	\$12,247.51
Total Due For This Matter	\$12,247.51

Summary

Name	Hours	Rate	Fees
Fabiola Bassong	6.30	540.00	3,402.00
Julia Curry	0.80	415.00	332.00
Philip Cho	5.20	825.00	4,290.00
Raj Kehar	0.50	700.00	350.00
Wojtek Jaskiewicz	3.10	795.00	2,464.50
Total Summary	15.90		\$10,838.50

INVOICE

4100 - 66 Wellington Street West, PO Box 35, Toronto-Dominion Centre, Toronto, ON, Canada. M5K 1B7

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May 6, 2026
Invoice 407634
Page 6

THIS IS OUR ACCOUNT HEREIN.

WeirFoulds LLP

Per



Philip Cho

Account Payable upon receipt. In accordance with Section 33 of the Solicitors Act, interest will be charged at 3.0% per annum calculated from 30 days after delivery of this account. A receipted account will not be mailed unless requested by you

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R119427177RT0001

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May 6, 2026
Invoice 407634
Page 7

Outstanding AR Summary

Date	Invoice Number	Outstanding Amount
04/06/26	405834	11,003.94
05/06/26	407634	12,247.51
Outstanding AR Summary		23,251.45

PAYMENT REMITTANCE FORM

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WeirFoulds LLP accepts payment by EFT, Wire Transfer, Direct Deposit, Credit Card, E-transfer, and Cheque.

1. *Preferred Method* EFT/Wire Transfer

Once payment is made, please send payment confirmation with invoice / matter number(s) to accountingstaff@weirfoulds.com.

Bank of Montreal Address: 100 King Street West, Toronto, Ontario, M5X 1A3
Account Address: 66 Wellington Street West, Suite 4100
Toronto, Ontario, M5K 1B7

CANADIAN GENERAL ACCOUNT

Account Name: WeirFoulds LLP
Transit Number: 00022
Bank Number: 001
Account Number: 1987-799 (for Canadian Dollars)
Account Number: 4775 002 (for US Dollars)
Swift Code: BOFMCAM2 (Payments from outside Canada)
Routing Number: //CC000100022

FOR WIRE PAYMENTS ORIGINATING FROM THE USA

USD CORRESPONDENT BANK INFORMATION:

Pay through: BMO Bank N.A.
Bank Address: 320 South Central Canal Street, Chicago, IL 60606
ABA: 071000288
Swift: HATRUS44
S.W.I.F.T BIC Code: HATRUS44
AND - Fedwire 071000288
ABA:

2. Direct Deposit

Once payment is made, please email a copy of the deposit receipt along with invoice / matter number(s) to accountingstaff@weirfoulds.com.

3. Online Credit Card for invoices

Please process your Credit Card payment(s) online using the following link <https://www.weirfoulds.com/pay> or call us at 416-365-6506 / 416-365-1110 (Accounts Receivable).

4. E-Transfer

Please send e-transfers to accountingstaff@weirfoulds.com with invoice / matter number(s) to allocate payment to your account.

5. Cheque

Please indicate the invoice / matter number(s) and mail to:

WeirFoulds LLP - Attention: Accounting Dept.
66 Wellington Street West, Suite 4100, Toronto, Ontario, M5K 1B7

INVOICE

4100 - 66 Wellington Street West, PO Box 35, Toronto-Dominion Centre, Toronto, ON, Canada. M5K 1B7

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May 31, 2026
Invoice 408989
Page 1

TDB Restructuring Limited
65 Queen St. West, Suite 605
Attention: Bryan A. Tannenbaum
Toronto, ON M5H 2M5

Our Matter # 25084.00002 Receivership of 1680 Brimley Limited Partnership et al. – 1680 Brimley Road,
Scarborough

For Professional Services through May 31, 2026

FEES	\$11,957.50
DISBURSEMENTS (Taxable)	\$44.40
DISBURSEMENTS (Non Taxable)	\$1,100.00
HST	\$1,560.25
TOTAL FOR THIS INVOICE (CAD)	\$14,662.15

INVOICE

4100 - 66 Wellington Street West, PO Box 35, Toronto-Dominion Centre, Toronto, ON, Canada. M5K 1B7

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May 31, 2026
Invoice 408989
Page 2

Below is a description of the services rendered through May 31, 2026 with respect to our File No. 25084.00002

Fee Detail

Date	Description	Name	Hours	Rate	Fees
29/04/26	Attend meeting with P. Cho.	Matt Gaulton	0.50	315.00	157.50
30/04/26	Attend meeting with P. Cho.	Matt Gaulton	0.50	315.00	157.50
01/05/26	Preparing land use planning policy memo;	Julia Curry	2.20	415.00	913.00
01/05/26	Email correspondence with J. Curry; conduct search and obtain parcel register for 1680 Brimley Road, Toronto; review parcel register and notice of decision regarding severance.	Susanna Bertucci	0.40	345.00	138.00
01/05/26	Email correspondence with D. Ullman re the document production and sales process; meeting with D. Ullman re the document production request; email to client to report.	Wojtek Jaskiewicz	1.00	795.00	795.00
05/05/26	Discussion with R. Kehar;	Julia Curry	0.40	415.00	166.00
05/05/26	Email correspondence with W. Jaskiewicz regarding requests for outstanding information from debtor	Philip Cho	0.20	825.00	165.00
05/05/26	review and respond to e-mails re requests for extension of NOAC and applicable law certificate;	Raj Kehar	0.20	700.00	140.00
05/05/26	Email correspondence with D. Ullman and the receiver re imaging servers and production of documents.	Wojtek Jaskiewicz	0.30	795.00	238.50
06/05/26	Call with R. Kehar; Calls to City re NOAC and Zoning letter; Email City re same;	Julia Curry	0.70	415.00	290.50
06/05/26	Email correspondence with B. Benipal re imaging the drives.	Wojtek Jaskiewicz	0.10	795.00	79.50
07/05/26	Email and phone zoning examiner; email and phone planner; email update to R. Kehar;	Julia Curry	0.60	415.00	249.00

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May 31, 2026
Invoice 408989
Page 3

Fee Detail

Date	Description	Name	Hours	Rate	Fees
07/05/26	Email correspondence with N. Thuraiaratnam re the \$15 million withdrawn on the eve of the appointment.	Wojtek Jaskiewicz	0.10	795.00	79.50
08/05/26	Review Notice of Adoption; Discussion with R. Kehar; Email update to P. Cho;	Julia Curry	0.50	415.00	207.50
08/05/26	Telephone conference with T. Irshad re the withdrawal of funds; reviewing correspondence re imaging the drives; reviewing the accounting of the pre-appointment withdrawals; email correspondence re same; reviewing the corporation profile report for Hansalex Corp; email to client re the corporation profile report.	Wojtek Jaskiewicz	1.10	795.00	874.50
11/05/26	Review Scarborough Centre Secondary Plan;	Julia Curry	0.80	415.00	332.00
12/05/26	Review current planning application status; email update to P. Cho re conditional consent; research on OPA871;	Julia Curry	1.50	415.00	622.50
12/05/26	Discuss review of secondary plan and consent application with J. Curry; review various e-mails;	Raj Kehar	0.30	700.00	210.00
13/05/26	Draft email to R. Kehar regarding findings;	Julia Curry	1.30	415.00	539.50
13/05/26	Email correspondence re the bank account review and writing to Hansalex to demand an explanation for payments made to it; drafting correspondence to Hansalex re the withdrawals.	Wojtek Jaskiewicz	0.50	795.00	397.50
20/05/26	Email to the Receiver re withdrawals made by the company on the eve of the appointment; telephone conference N. Thuraiaratnam re the withdrawals.	Wojtek Jaskiewicz	0.40	795.00	318.00

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May 31, 2026
Invoice 408989
Page 4

Fee Detail

Date	Description	Name	Hours	Rate	Fees
21/05/26	Call with R. Kehar; Email update to P. Cho; Prepare Notice of Appeal for OPA871; Prepare firm cheque;	Julia Curry	1.60	415.00	664.00
21/05/26	Email correspondence with J. Curry and B. Tannenbaum regarding municipal appeal matter	Philip Cho	0.20	825.00	165.00
21/05/26	review analysis from J. Curry re whether an appeal should be filed;	Raj Kehar	0.30	700.00	210.00
22/05/26	review and respond to e-mails;	Raj Kehar	0.10	700.00	70.00
25/05/26	Review lien	Fabiola Bassong	0.30	540.00	162.00
25/05/26	Prepare appeal;	Julia Curry	5.00	415.00	2,075.00
25/05/26	discuss contents of appeal letter with J. Curry;	Raj Kehar	0.30	700.00	210.00
26/05/26	Meeting with R. Kehar regarding Notice of Appeal; Draft Notice of Appeal;	Julia Curry	1.40	415.00	581.00
27/05/26	Review and revise draft appeal materials for planning matter; email correspondence with J. Curry regarding same; email correspondence with client regarding same	Philip Cho	0.40	825.00	330.00
27/05/26	review draft appeal letter and provide revisions to same; discuss appeal letter with J. Curry and revisions to same;	Raj Kehar	0.60	700.00	420.00

Total Fees for Professional Services	\$11,957.50
HST	\$1,554.48
Total Fees including HST	<u>\$13,511.98</u>

INVOICE

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May 31, 2026
Invoice 408989
Page 5

Disbursements

Non-taxable Disbursements

Filing Fee	1,100.00	
Total Non-taxable Disbursements		1,100.00

Taxable Disbursements

Electronic Filing Fee	44.40	
Total Taxable Disbursements		44.40

Total Disbursements	\$1,144.40
HST	\$5.77
Total Disbursements and HST for this Invoice.....	\$1,150.17

Totals For This Matter

Total Fees Including HST.....	\$13,511.98
Total Disbursements Including HST.....	\$1,150.17
Total Fees and Disbursements Including HST.....	\$14,662.15
Total Due For This Matter	\$14,662.15

Summary

Name	Hours	Rate	Fees
Fabiola Bassong	0.30	540.00	162.00
Julia Curry	16.00	415.00	6,640.00
Matt Gaulton	1.00	315.00	315.00
Philip Cho	0.80	825.00	660.00
Raj Kehar	1.80	700.00	1,260.00
Susanna Bertucci	0.40	345.00	138.00
Wojtek Jaskiewicz	3.50	795.00	2,782.50
Total Summary	23.80		\$11,957.50

INVOICE

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May 31, 2026
Invoice 408989
Page 6

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WeirFoulds LLP

Per



Philip Cho

Account Payable upon receipt. In accordance with Section 33 of the Solicitors Act, interest will be charged at 3.0% per annum calculated from 30 days after delivery of this account. A receipted account will not be mailed unless requested by you

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May 31, 2026
Invoice 408989
Page 7

Outstanding AR Summary

Date	Invoice Number	Outstanding Amount
04/06/26	405834	11,003.94
05/06/26	407634	12,247.51
05/31/26	408989	14,662.15
Outstanding AR Summary		37,913.60

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Account Address: 66 Wellington Street West, Suite 4100
Toronto, Ontario, M5K 1B7

CANADIAN GENERAL ACCOUNT

Account Name: WeirFoulds LLP
Transit Number: 00022
Bank Number: 001
Account Number: 1987-799 (for Canadian Dollars)
Account Number: 4775 002 (for US Dollars)
Swift Code: BOFMCAM2 (Payments from outside Canada)
Routing Number: //CC000100022

FOR WIRE PAYMENTS ORIGINATING FROM THE USA

USD CORRESPONDENT BANK INFORMATION:

Pay through: BMO Bank N.A.
Bank Address: 320 South Central Canal Street, Chicago, IL 60606
ABA: 071000288
Swift: HATRUS44
S.W.I.F.T BIC Code: HATRUS44
AND - Fedwire 071000288
ABA:

2. Direct Deposit

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5. Cheque

Please indicate the invoice / matter number(s) and mail to:

WeirFoulds LLP - Attention: Accounting Dept.
66 Wellington Street West, Suite 4100, Toronto, Ontario, M5K 1B7

UBC SOLUTIONS INCORPORATED

Applicant

-and-

1680 BRIMLEY LIMITED PARTNERSHIP, et al.

Respondents

Court File No. CV-25-00740765-00CL

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

PROCEEDING COMMENCED AT
TORONTO

FEE AFFIDAVIT

WEIRFOULDS LLP
Barristers & Solicitors
66 Wellington Street West, Suite 4100
P.O. Box 35, Toronto-Dominion Centre
Toronto, ON M5K 1B7

Philip Cho (LSO# 45615U)
pcho@weirfoulds.com

Wojtek Jaskiewicz (LSO #49809L)
wjaskiewikcz@weirfoulds.com

Tel: 416.365.1110

**Lawyers for the Receiver,
TDB Restructuring Limited**

Court File No. CV-25-00740765-00CL

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

THE HONOURABLE

)

FRIDAY THE 18th DAY**JUSTICE**

)

OF SEPTEMBER, 2026

)

)

B E T W E E N :**UBC SOLUTIONS INCORPORATED**

Applicant

- and -

**1680 BRIMLEY LIMITED PARTNERSHIP, 2808908 ONTARIO INC. and BRIMLEY
PROGRESS DEVELOPMENTS INC.**

Respondents

ORDER

THIS MOTION made by TDB Restructuring Limited (“**TDB**”) in its capacity as court-appointed receiver and manager (in such capacity, the “**Receiver**”) of (i) the real property known municipally as 1680 Brimley Road, Scarborough, Ontario, and (ii) all the assets, undertakings and properties of the Respondents, 1680 Brimley Limited Partnership, 2808908 Ontario Inc., and Brimley Progress Developments Inc. (the “**Debtors**”), acquired for or used in relation to a business carried on by the Debtors for an Order:

1. approving the activities of the Receiver as set out in the report of the Receiver dated June 30, 2026 (the “**First Report**”);

2. approving the Receiver's statement of receipts and disbursements for the period September 10, 2025, to June 26, 2026 (the "**Interim R&D**");
3. approving the fees and disbursements of the Receiver and its counsel;
4. approving the remaining steps in the Receiver's ongoing sales process;
5. requiring Hansalex Corp. to return the sum of \$24,659,788.14 to the Receivership estate;
6. requiring the Debtors to provide their books and records and grant access to their servers for the purpose of imaging the servers;
7. establishing a lien claims process;
8. authorizing Definity Insurance Company, HDI Global SE – CAB, Liberty Mutual Insurance Company, XL Specialty Insurance Company and Catlin Canada, Intact Insurance Company, and Marsh Canada Limited (for Lloyds of London) (together, the "**Insurance Companies**") to pay any unearned premiums to CAFO Insurance ("**CAFO**").
9. increasing the amount that the Receiver is empowered to borrow pursuant to paragraph 20 of the Order of Justice Dietrich dated September 10, 2025 (the "**Appointment Order**") to \$1,000,000; and
10. sealing Confidential Appendices 1 and 2 to the First Report (the "**Confidential Appendices**").

was heard this day at 330 University Avenue, Toronto.

ON READING the First Report, the affidavits of the Receiver and its counsel as to fees (the “**Fee Affidavits**”), [INSERT ADDITIONAL MATERIALS], and on hearing the submissions of counsel for the Receiver, counsel for the Applicant, and counsel for the Respondents, no one else appearing although served as evidenced by the Affidavit of [NAME] sworn [DATE], filed:

1. **THIS COURT ORDERS** that the activities of the Receiver, as set out in the First Report, are hereby approved.
2. **THIS COURT ORDERS** that the Interim R&D be and is hereby approved.
3. **THIS COURT ORDERS** that the fees and disbursements of the Receiver and its counsel, as set out in the Report and the Fee affidavits, are hereby approved.
4. **THIS COURT ORDERS** that the Sales Process (as defined in the First Report) be and is hereby approved and the Receiver is authorized to carry out the remaining steps in the Sales Process.
5. **THIS COURT ORDERS** that Hansalex Corp. pay to the Receiver the sum of \$24,659,788.14.
6. **THIS COURT ORDERS** that within two days of the date of this Order the Respondents advise the Receiver of the location of their books and records and their servers.
7. **THIS COURT ORDERS** that, within five days of the date of this Order, the Respondents give the Receiver and any party acting on its behalf, access to their books and records and access to their servers for the purpose of imaging the servers.

8. **THIS COURT ORDERS** that the Lien Claims Process attached hereto as **Schedule “A”** is hereby approved and the Receiver is authorized to carry out the Lien Claims Process.
 9. **THIS COURT ORDER** that the Insurance Companies are authorized to pay any unearned premiums to CAFO Insurance.
 10. **THIS COURT ORDERS** that the amount that the Receiver is empowered to borrow pursuant to paragraph 20 of the Appointment Order be and is increased to \$1,000,000.
 11. **THIS COURT ORDERS** that the Confidential Appendices be sealed pending further order of this Honourable Court.
-

Schedule “A”

The Receiver will consider and make recommendations to the court on holdback and lien issues that can be resolved. It shall proceed in accordance with the following:

- (a) All lien claimants shall, by no later than **October 31, 2026**, provide the Receiver with all documentation in support of their liens, including, if applicable, but not limited to, the following:
 - (i) A summary of the claim describing the relevance of each document and which portion of the claim for lien the document is relevant to;
 - (ii) contracts, purchase orders, approved change orders, details of changes ordered verbally with supporting documents;
 - (iii) an accounting of summary of amounts invoiced and paid with respect to the subject improvement;
 - a. copies of invoices rendered with respect to the subject improvement;
 - b. proof of payment in relation to any invoice, supply or labour rendered in relation to the subject improvement; and
 - c. proof of last date of work or supply; and
 - a breakdown of the claim for lien, indicating:
 - The amount claimed for base scope work;
 - The amount claimed for extras performed under an issued Change Order;
 - The amount claimed for alleged or unapproved extras; and
 - The amount claimed for delay (including but not limited to overtime, loss of productivity, extended duration, late mobilization, stacking of trades, inflation, and/or related labour or material price increases).
 - d. Brimley Progress Developments Inc. (the “**Owner**”) and Atricon Management Inc. (the “**Construction Manager**”) shall, by no later than **October 31, 2026** deliver documents or information to the Receiver related to minimum holdback and in relation to the quantum and validity of the liens of Astro Shoring Inc., Astro

Excavating Inc., A& Architects Inc., Reimar Construction Corporation, and Otis Canada, Inc. (the “**Vetted Lien Claimants**”) which they dispute.

- (b) The Vetted Lien Claimants shall make best efforts to satisfy any additional document or information requests from the Receiver **within seven (7) days** of the date of any such request.
- (c) All documents shall be submitted to the Receiver in accordance with the following:
 - (i) All documents shall be submitted electronically.
 - (ii) The documents shall be sent by way of secure file transfer.
 - (iii) The documents shall be emailed to Counsel for the Receiver at the following email addresses:
 - Philip Cho: pcho@weirfoulds.com
 - Wojtek Jaskiewicz: wjaskiewicz@weirfoulds.com
 - Fabiola Bassong: fbassong@weirfoulds.com
 - (iv) Failure to submit documents as ordered may result in the defaulting party’s claim(s) being struck for breach of a court order.
- (d) The Receiver shall assess statutory holdback and the claims for lien of the Vetted Lien Claimants subject to the following:
 - (i) Vetting of liens and minimum statutory holdback shall be based on the documents and information provided as set out in the paragraphs above.
 - (ii) Timeliness will be assessed based upon the *Construction Act* as it read on and after July 1, 2018, as amended.
- (e) The Receiver shall prepare and submit a report to the court, **by November 30, 2026**, in accordance with the following:
- (f) The report shall make recommendations to the court regarding the timeliness, validity of the liens, quantum of each lien, and quantum of minimum holdback. It shall also identify any disputed issue(s) and recommendations to the court as to any other procedure or matters, as to the Receiver may appear fit.
 - (i) The Receiver may provide an interim report to all parties or specific Vetted Lien Claimants and request their position or whether they dispute any of the interim recommendations.
 - (ii) With respect to liens, the report should set out the full amount of each lien claim, the portion of the lien claim that is not in dispute, the portion that is

in dispute, and any technical challenges to the validity of each lien claim, including whether there is a challenge to the lienability of the materials and services that are the subject of the lien claim or to the timeliness of the lien claim.

- (iii) The Receiver may, in its discretion, adopt the format of report suggested in the “Precedents” section of *Conduct of Lien, Trust and Adjudication Proceedings*.
- (g) The Receiver shall be entitled to its reasonable costs in relation to the vetting process, and such costs shall be shared by the Vetted Lien Claimants on a pari passu basis and shall be considered a first charge against the holdback or holdbacks.
- (h) The Receiver and Vetted Lien Claimants may, at any time, engage in any without prejudice discussions with respect to the quantification of liens and the distribution of the holdbacks or holdback amounts, and to which lien claimant such distributions are to be made.

UBC SOLUTIONS INCORPORATED
Applicant

-and-

1680 BRIMLEY LIMITED PARTNERSHIP, et al.
Respondents

Court File No. CV-25-00740765-00CL

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

PROCEEDING COMMENCED AT
TORONTO

ORDER

WEIRFOULDS LLP
Barristers & Solicitors
66 Wellington Street West, Suite 4100
P.O. Box 35, Toronto-Dominion Centre
Toronto, ON M5K 1B7

Philip Cho (LSO# 45615U)
pcho@weirfoulds.com

Wojtek Jaskiewicz (LSO #49809L)
wjaskiewikcz@weirfoulds.com

Tel: 416.365.1110

**Lawyers for the Receiver,
TDB Restructuring Limited**

UBC SOLUTIONS INCORPORATED
Applicant

-and-

1680 BRIMLEY LIMITED PARTNERSHIP, et al.
Respondents

Court File No. CV-25-00740765-00CL

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

PROCEEDING COMMENCED AT
TORONTO

**MOTION RECORD OF THE RECEIVER
(returnable September 18, 2026)**

WEIRFOULDS LLP
Barristers & Solicitors
66 Wellington Street West, Suite 4100
P.O. Box 35, Toronto-Dominion Centre
Toronto, ON M5K 1B7

Philip Cho (LSO# 45615U)
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Wojtek Jaskiewicz (LSO #49809L)
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Tel: 416.365.1110

**Lawyers for the Receiver,
TDB Restructuring Limited**